

After recording return to:

Whitney S. Brown  
PO Box 3280  
Gainesville, GA 30501  
Parcel 006

Re: Deed Book 8250, Page 343, Hall County,  
Georgia Deed Records

**AMENDMENT TO  
ACCESS, CONSTRUCTION, AND MAINTENANCE EASEMENT  
HALL COUNTY BOARD OF COMMISSIONERS**

Project Name: Friendship Road Sewer Corridor Extension

WHEREAS, on April 17, 2019, that certain Access, Construction, and Maintenance Easement: Hall County Board of Commissioners from Christopher L Puckett & Pamela L Puckett ("Grantor") to HALL COUNTY, GEORGIA (the "Grantee") was filed and recorded in Deed Book 8250, page 343 of the Hall County, Georgia Deed Records, a copy of which is attached as **Exhibit "A"** and made a part hereof by reference (the "Original Easement"); and

WHEREAS, due to a miscommunication between the Grantee and its contractor, CDM Smith, the temporary construction easement granted by Grantor as a portion of the Original Easement is located in an incorrect location; and

WHEREAS, Grantor and Grantee now desire to amend the Original Easement to release the temporary construction easement granted pursuant thereto and provide for the grant of a new temporary construction easement in the correct location; and

Now, therefore, for and in consideration of One Dollar (\$1.00) in hand paid, the Original Easement is hereby amended as follows:

-1-

The 10' wide temporary construction easement depicted on Exhibit "A" to the Original Easement is hereby released, and Grantee shall no longer have any interest in said temporary construction easement.

The new temporary construction easement as depicted in **Exhibit "B"** hereto, which is incorporated herein by reference, is hereby granted and conveyed to Grantee (the "New TCE").

The New TCE shall be subject to those terms and conditions as described in the Original Easement.

Except as expressly amended hereby, the Original Easement is in all respects ratified and affirmed.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

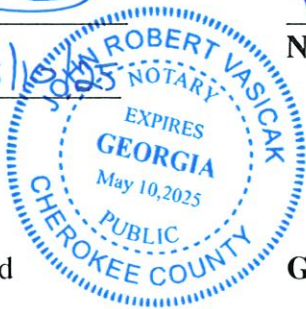
**GRANTOR:**

Law E Meier  
Unofficial Witness

Christopher L. Puckett (SEAL)  
Name: Christopher L Puckett

[Signature]  
Notary Public  
My Commission Expires: 5/10/25  
(Notary Seal)

Pamela J. Puckett (SEAL)  
Name: Pamela L Puckett



Signed, sealed and delivered  
in the presence of:

**GRANTEE:**

\_\_\_\_\_  
Unofficial Witness

**HALL COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman, Board of Commissioners  
of Hall County

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
(Notary Seal)

Attest: \_\_\_\_\_  
Clerk, Board of Commissioners  
of Hall County

EXHIBIT "A"



Hall County Public Works &  
Utilities  
P.O. Drawer 1435  
Gainesville, GA 30503

FILED & RECORDED  
DATE: 4/17/2019  
TIME: 12:36PM  
DEED BOOK: 8250  
PAGES: 343-346  
FILING FEES: \$1.00  
Recorded By: MT  
Charles Baker, C.S.C.  
Hall County, GA



**ACCESS, CONSTRUCTION, AND MAINTENANCE EASEMENT  
BOARD OF COMMISSIONERS  
HALL COUNTY, GEORGIA**

Project Name: Friendship Road Corridor Sewer Extension

THIS EASEMENT CONVEYANCE made and executed November 27, 2018, WITNESSETH that **Christopher L. Puckett & Pamela J. Puckett**, hereinafter referred to as GRANTOR, is the owner of a tract of land in said County adjacent to a project consisting of the placement and maintenance of gravity sanitary sewer lines. Said project has been laid out by parties acting for the Hall County Board of Commissioners, Hall County, Georgia.

NOW, therefore, for and in consideration of one (\$1.00) dollar in hand paid, receipt of which is acknowledged, the undersigned does hereby grant and convey to **HALL COUNTY, GEORGIA**, hereinafter referred to as GRANTEE, an easement on so much land in the 15th Land District of Hall County and Friendship GMD 1419. Said terms include and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

**CONDITIONS/RESERVATIONS/SPECIAL PROVISIONS**

The Grantee shall have the right of ingress and egress on said lands for constructing; laying and maintaining said sanitary sewer line and shall exercise reasonable diligence in doing necessary work in connection herewith to avoid damaging the property.

- 1) A temporary Access and Construction Easement, ten (10) feet in width, through the above described property of Grantor as shown on the attached Easement Exhibit. The temporary easement will allow for clearing of trees, brush and excavations within the easement necessary for installation of the sewer lines. If blasting is required, prior notice of two (2) days will be given. The temporary easement will commence on date written above, and will expire ninety (90) days after substantial completion of that portion of the Project.

## EXHIBIT "A"

- 2) A perpetual Access and Maintenance Easement will extend a distance of fifteen (15) feet on either side (30' total width) of the completed sewer line on Grantor's property. Grantee shall have the right to construct, maintain, operate, repair, replace, patrol, and remove sewer lines, manholes, gravel access driveways gates and fences hereto, within said easement, at a depth of ten (10) to sixteen (16) feet, and manhole heights of two (2) feet above finished grade, and through the above-described property of the Grantor. Grantor must be given twenty-four (24) hours' notice, prior to any of above said activities (except in times of emergencies with sewer overflowing into the easement). Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the easement herein granted. Grantor agrees not to build, construct, or create, nor permit others to build, construct, or create, any buildings or other structures on the herein granted easement. Grantor further agrees not to do any grading or filling within the easement area without prior written approval of the Grantee.
- 3) This perpetual Easement provides for access on Grantor's property by Grantee and/or Grantee's employees, subcontractors and/or designated representatives, and includes all vehicles, equipment, tools, and materials necessary for completion of the project. Grantee agrees to install security gates and fencing at entry and exit points of perpetual Easement, at a height of six (6) feet, covering the entire width of temporary and perpetual Easement. Said gates may only be opened by Grantor, Grantee, and/or Grantee's employees, subcontractors and/or designated representatives. All disturbed areas related to the project will be stabilized using Best Management Practices for control of soil erosion and sedimentation.
- 4) Grantee agrees to cover gravel maintenance road with soil and grass, so that no gravel is exposed on property.
- 5) Grantee agrees to provide plat of Grantors property, showing exact location of sewer line, at the completion of project, and to replace any property pins or stakes that are disturbed.
- 6) This perpetual Easement is exclusive to Grantee. Grantee does not have the right to grant use to any other utility or municipality, above ground or below ground. Easement may not be used for any purposes other than described herein. In the event Grantee abandons and/or sells said easement, the terms of this agreement will be terminated.

Said easement being more particularly shown in the location on the drawing marked Exhibit "A", attached hereto and made a part hereof.

In exercising the rights herein granted, Grantee shall restore all easement and construction areas to as near as possible their original condition and contour, prior to said activities.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

The undersigned does not convey any land, but merely grants the rights, privileges, and easements herein before set out.

The above description of the project and special provisions were inserted before the execution hereof by the Grantor.

[Signature on the following page]

EXHIBIT "A"

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day above written.

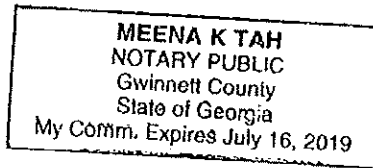
Signed, sealed and delivered in the presence of:

[Signature]  
(Unofficial Witness)

[Signature] (Seal)  
Grantor: Christopher L. Puckett

[Signature] 11/27/2018  
(Notary Public)

[NOTARIAL SEAL]  
Commission Expires: 7-16-2019

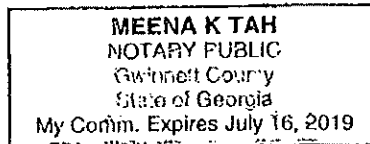


[Signature]  
(Unofficial Witness)

[Signature] (Seal)  
Grantor: Pamela J. Puckett

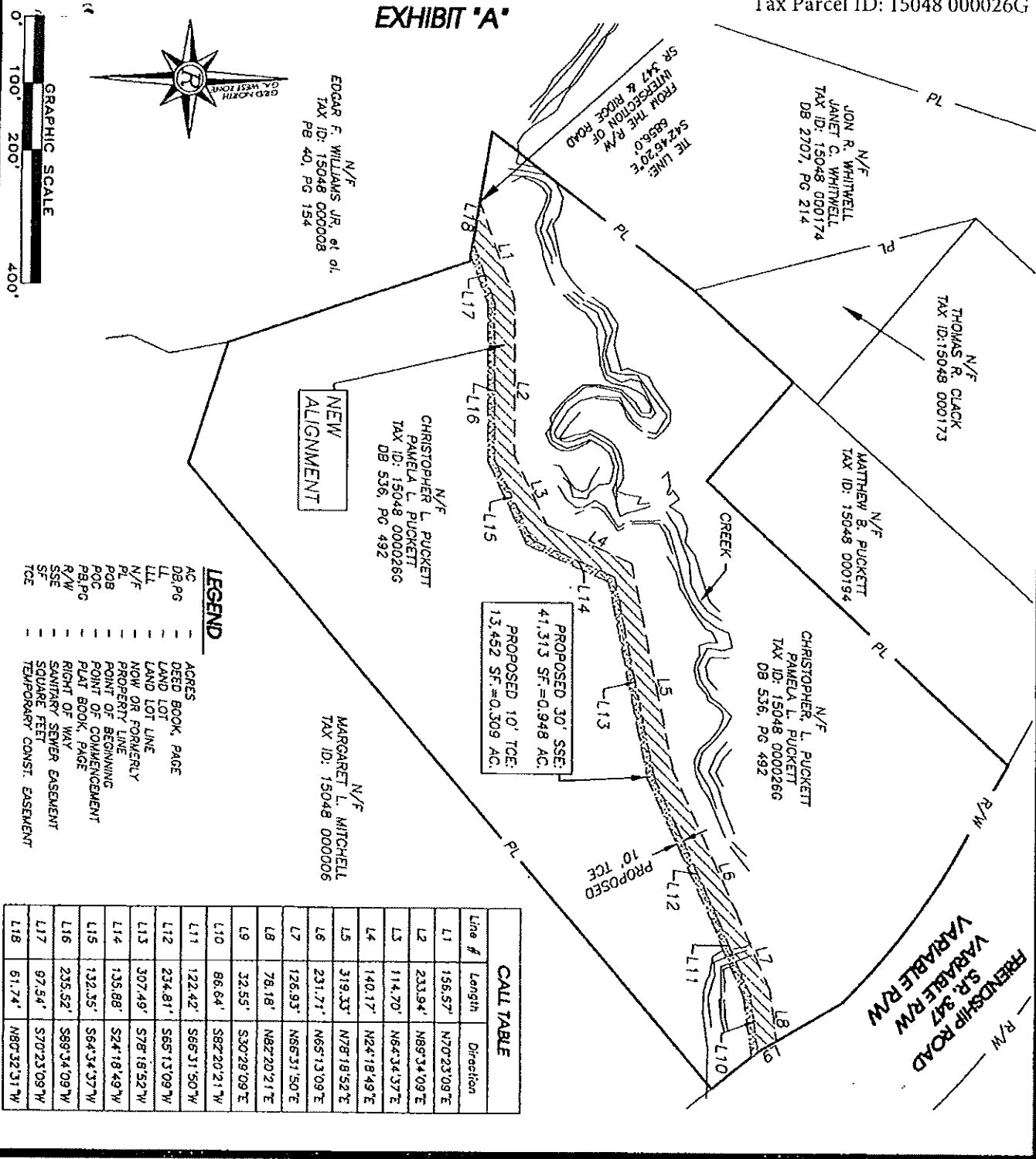
[Signature]  
(Notary Public)

[NOTARIAL SEAL]  
Commission Expires: 7-16-2019



Property PIN #: 15048 000026G

EXHIBIT 'A'



REV. #4(LJG): 6/18/18; NEW ALIGNMENT

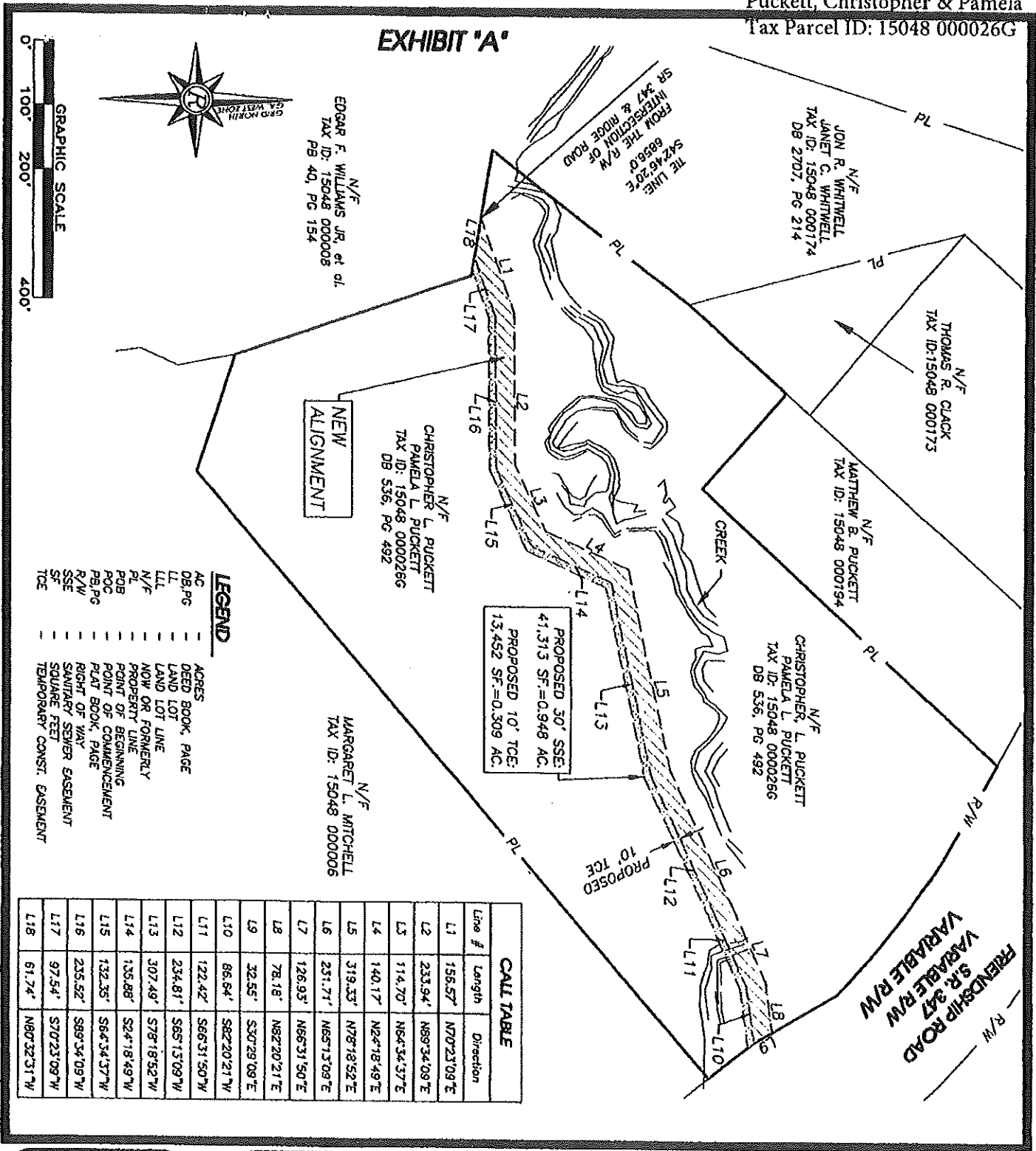
SHEET 1 OF 1

DATE: 5/15/17  
SCALE: 1"=200'  
JOB NO.: G216094.COM  
DRAWN BY: MED  
FILE NO. ESMNT

SANITARY SEWER EASEMENT EXHIBIT FOR:  
**CHRISTOPHER L. PUCKETT  
PAMELA L. PUCKETT**  
3516 FRIENDSHIP RD., BUFORD, GA. 30519  
FRIENDSHIP G.M.D. (1419)  
HALL COUNTY, GEORGIA  
PARCEL #6

**Rochester**  
& Associates, Inc.  
425 Oak Street N.W.  
Gainesville, Georgia 30501  
(770)718.0600 (770)718.9090 Fax  
www.rochester-assoc.com

EXHIBIT "A"



Line #	Length	Direction
L1	155.57'	N70°23'09"E
L2	233.94'	N89°34'09"E
L3	114.70'	N64°34'37"E
L4	140.17'	N24°18'49"E
L5	319.33'	N78°18'52"E
L6	231.71'	N65°15'09"E
L7	126.93'	N66°31'50"E
L8	78.18'	N82°20'21"E
L9	32.55'	S30°29'09"E
L10	86.64'	S82°20'21"W
L11	122.42'	S66°31'50"W
L12	234.81'	S65°15'09"W
L13	307.49'	S78°18'52"W
L14	135.88'	S24°18'49"W
L15	132.35'	S64°34'37"W
L16	235.52'	S89°34'09"W
L17	97.54'	S70°23'09"W
L18	61.74'	N60°32'31"W

**LEGEND**

AC DEED BOOK, PAGE  
DB/PG  
LL LAND LOT  
LLL LAND LOT LINE  
N/F NOW OR FORMERLY  
PL PROPERTY LINE  
POB POINT OF BEGINNING  
POC POINT OF COMMENCEMENT  
PB/PG PLAT BOOK, PAGE  
R/W RIGHT OF WAY  
SSE SANITARY SEWER EASEMENT  
SF SQUARE FEET  
TCE TEMPORARY CONST. EASEMENT



N/F  
EDGAR F. WILLIAMS JR, et al.  
TAX ID: 15048 000008  
PB 40, PG 154

N/F  
CHRISTOPHER L. PUCKETT  
PAMELA L. PUCKETT  
TAX ID: 15048 000026G  
DB 536, PG 492

N/F  
MARGARET L. MITCHELL  
TAX ID: 15048 000006

N/F  
JON R. WHITWELL  
JANET C. WHITWELL  
TAX ID: 15048 000174  
DB 2707, PG 214

N/F  
THOMAS R. CLACK  
TAX ID: 15048 000173

N/F  
MATTHEW B. PUCKETT  
TAX ID: 15048 000194

N/F  
CHRISTOPHER L. PUCKETT  
PAMELA L. PUCKETT  
TAX ID: 15048 000026G  
DB 536, PG 492

R/W  
FRIENDSHIP ROAD  
SR 347  
VARIABLE R/W

REV. #4(LJG): 6/18/18: NEW ALIGNMENT

SHEET 1 OF 1

DATE: 5/15/17  
SCALE: 1"=200'  
JOB NO. 1 G216094.CDM  
DRAWN BY: MEO  
FILE NO. ESMNT

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**PAMELA L. PUCKETT**  
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