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DOC# 002386  
FILED IN OFFICE  
2/28/2018 03:45 PM  
BK:3670 PG:76-83  
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NEWTON COUNTY

STATE OF GEORGIA  
COUNTY OF NEWTON

After Recording, Return To: Chad Henderson  
HENDERSON LEGAL LLC  
1350 Spring Street, Suite 485  
Atlanta, Georgia 30309

**CONSERVATION EASEMENT AGREEMENT**  
**BRIDGEMILL SUBDIVISION**

THIS CONSERVATION EASEMENT AGREEMENT is made this 28 day of February, 2018, by and between REO Funding Solutions III, LLC, a Georgia limited liability company, with an address of 1170 Peachtree Street NE, Suite 1150, Atlanta, GA 30309 (the "Grantor"), and Bridgemill of Covington Homeowners Association, Inc., a Georgia nonprofit corporation, with an address of 1170 Peachtree Street NE, Suite 1150, Atlanta, GA 30309 (the "Grantee").

WHEREAS, Grantor owns in fee simple certain real property located in Land Lots 215 and 216 of the 1st District, Newton County, Georgia, more particularly described as "Open Space 2" on that certain subdivision plat for Bridgemill Subdivision (f/k/a Autumn Trace) dated May 1, 2017, prepared by Alcovy Surveying & Engineering, Inc., as described in Exhibit A and as depicted on Exhibit B attached hereto and made a part hereof by reference (the "Protected Property"); and

WHEREAS, Grantee is a homeowners association formed pursuant to the Declaration of Protective and Restrictive Covenants, Easements and Conditions for Bridgemill Subdivision, filed or to be filed in the deed records for Newton County, Georgia; and

WHEREAS, Grantor is willing to grant a perpetual Conservation Easement over the Protected Property, thereby restricting and limiting the use of the land, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement;

NOW, THEREFORE, as an absolute gift of no monetary consideration but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a conservation easement of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"), over the Protected Property, together with the right to preserve and protect the conservation values of the Protected Property.

1. Purpose and Intent. Grantor intends that the Conservation Easement will confine the uses of the Protected Property to such activities and such purposes as described herein. Grantor and Grantee recognize the conservation value of the Protected Property in its present state and have a mutual desire to afford protection thereto. Both Grantor and Grantee recognize that the conservation value intended to be protected by this instrument is the protection of natural resources and preservation of open space in their natural state pursuant to the requirements of Section 430-030 of the Zoning Ordinance for Newton County, Georgia.

2. Rights of Grantee. To accomplish the purposes of this instrument, the following rights are hereby conveyed to Grantee:

(a) The Grantee shall have the right to preserve and protect the conservation values of the Protected Property.

(b) The Grantee shall have the right to enter upon the Protected Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this instrument.

(c) The Grantee shall have the right to enforce by proceedings at law or in equity the covenants hereinafter set forth, including, but not limited to, the right to require the restoration of the Protected Property to its conditions at the time of the grant of this Conservation Easement. Nothing herein shall be construed to entitle the Grantee to institute any proceedings against Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm or unauthorized wrongful acts of third persons.

3. Prohibited and Restricted Activities. Any activity on, or use of, the Protected Property inconsistent with the purposes of the Conservation Easement, whether building, grading, excavating, trenching, damming, dumping, etc., is prohibited, excepting only any necessary installation of materials and equipment or maintenance, repair, or replacement thereof with respect to the reserved rights specified in Section 4 below. No motorized equipment or vehicles shall be allowed on the Protected Property, except any use which may be necessary with respect to the reserved rights specified in Section 4 below. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with herbicides of any vegetation, nor any disturbance of change in the natural habitat in any manner on the Protected Property.

4. Reserved Rights. Grantor hereby reserves to itself and its successors and assigns, all rights accruing from its ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purposes of this instrument. Grantor specifically reserves the right to use the Protected Property for passive recreation and drainage purposes. Should any such installation, maintenance, repair or replacement with respect to any existing passive amenities or drainage facilities occur, the Protected Property thereafter shall be restored to its original state as much as practicable.

5. Greenspace. Grantee intends for this land to be permanently protected Greenspace under the Georgia Greenspace Community Program. The State of Georgia is also a third party beneficiary of the Conservation Easement. If the Protected Property is used for anything other than Greenspace, the State of Georgia has a right to require that the Protected Property be returned to the use as provided under the Georgia Community Greenspace Act (O.C.G.A. § 36-22-4 *et seq.*). The Conservation Easement is intended for the benefit of the public in perpetuity under O.C.G.A. § 44-5-60.

6. Remedies. If Grantee determines that a violation of the terms of this instrument has occurred or is threatened, Grantee shall have the option of giving written notice to the Grantor of such and give a reasonable time for correction. This option shall not preclude Grantee's right to seek judicial enforcement of this instrument, and such written notification and opportunity to correct shall not be a prerequisite to judicial enforcement. All costs incurred by Grantee in enforcing this Easement, including reasonable attorney fees, shall be borne by Grantor, unless Grantor ultimately prevails when in such event each party shall bear its own costs.

7. Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the heirs, personal

representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Protected Property; (c) the presence or release in, on, from, or about the Protected Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (d) the obligations, covenants, representations, and warranties of Grantor contained herein.

8. Duration. The Conservation Easement shall be an easement in gross, which shall run with the land and be enforceable by Grantee against Grantor, its successors and assigns, lessees, agents and licensees in perpetuity.

9. Title. The Grantor hereby covenants and represents that Grantor is the sole owner and is seized of the Protected Property, in fee simple, and has the right to grant and convey the Conservation Easement; that the Protected Property is free and clear of any and all encumbrances except as noted herein; and that the Grantee shall have the use of and enjoyment of all of the benefits derived from and arising out of the Conservation Easement.

10. Miscellaneous.

(a) *Controlling Law.* The interpretation and performance of this instrument shall be governed by the laws of the State of Georgia, including without limitation, the Georgia Uniform Conservation Easement Act.

(b) *Construction.* Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose hereof and the policy and purpose of the Georgia Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes hereof that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) *Severability.* If any provision of this instrument, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) *Entire Agreement.* This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

(e) *No Forfeiture.* Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) *Joint Obligation.* The obligations imposed by this instrument upon Grantor and its successors and assigns, shall be joint and several.

(g) *Successors.* The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors and assigns, and the above-named Grantee and its successors and assigns.

(h) *Termination of Rights and Obligations.* A party's rights and obligations under this instrument shall terminate upon transfer of the party's interest in the Conservation Easement or Protected Property, except that liability for acts or omissions occurring prior to any such transfer shall survive.

(i) *Captions.* The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) *Counterparts.* The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) *Deductibility for Tax Purposes.* Grantor acknowledges that no one on behalf of Grantee has made any representations, express or implied, as to the deductibility of this Conservation Easement under federal, state, or local law or as to any of the tax benefits or burdens which may be borne by the Grantor hereby. Grantor acknowledges that he has had the opportunity to seek legal counsel or the advice of a tax professional prior to the execution hereof and will hold harmless the Grantee for any tax ramifications incurred hereby.

THE EASEMENTS, terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, its successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property, to have and to hold unto the Grantee forever.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seals affixed, the day and year above written.

Signed, sealed and delivered in the presence of:

Matthew D. Sullivan  
Unofficial Witness

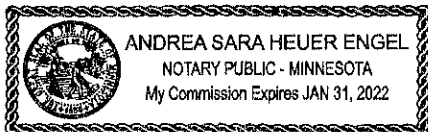
Andrea Sara Heuer Engel  
Notary Public

GRANTOR:

REO FUNDING SOLUTIONS III, LLC

By: [Signature]

Kevin Hiniker  
Vice President

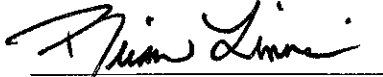


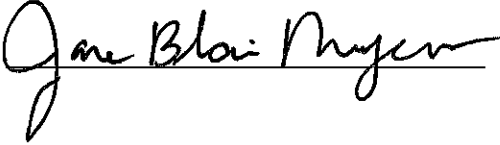
SEAL AFFIXED


Signed, sealed and delivered in  
the presence of:

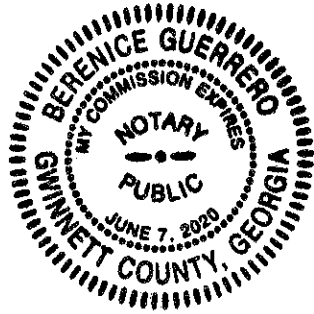
GRANTEE:

BRIDGEMILL OF COVINGTON  
HOMEOWNERS ASSOCIATION, INC.

  
Unofficial Witness

By: 

  
Notary Public



SEAL AFFIXED

## EXHIBIT "A"

LEGAL DESCRIPTION

All that 38.770 acres tract lying in land lot 215 and 216 of the 1st Land District of Newton County, Georgia, being shown as OPEN SPACE 2, on the Final Plat of Bridgemill Subdivision, dated 5/1/17, prepared by Alcovy Surveying & Engineering, more particularly described as follows:

Commencing at a 1/2" rebar found at the intersection of the southerly 60' right of way of Bridgemill Drive and the westerly 60' right of way of Miller Lake Court and running thence along the aforesaid the westerly 60' right of way of Miller Lake Court S 22°03'35" W a distance of 218.00' to a 1/2" rebar and the True Point of Beginning, thence continuing S 22°03'35" W a distance of 99.76' to a 1/2" rebar, thence leaving the aforesaid right of way N 67°56'25" W a distance of 348.50' to a 1/2" rebar, thence S 22°03'35" W a distance of 125.00' to a 1/2" rebar, thence S 22°03'35" W a distance of 125.00' to a 1/2" rebar, thence S 22°03'35" W a distance of 125.00' to a 1/2" rebar, thence S 22°03'35" W a distance of 125.00' to a 1/2" rebar, thence S 72°09'16" W a distance of 94.21' to a 1/4" rebar, thence N 30°08'47" W a distance of 189.97' to a 1/2" rebar, thence N 71°19'31" E a distance of 229.96' to a 1/2" rebar, thence N 30°07'12" W a distance of 429.41' to Point "A" in the center line of a creek, thence along the center line of the creek N 75°45'05" W a distance of 5.29' to a point, thence N 85°40'18" W a distance of 22.24' to a point, thence N 79°41'17" W a distance of 69.18' to a point, thence N 87°57'22" W a distance of 42.92' to a point, thence N 88°52'05" W a distance of 64.95' to a point, thence S 89°39'03" W a distance of 65.15' to a point, thence N 86°50'50" W a distance of 3.06' to a 1/2" rebar in the creek, Point "B", thence N 30°07'56" W a distance of 359.75' to a 1/2" rebar, thence N 30°10'34" W a distance of 525.81' to a 1" solid rod, thence S 60°35'18" W a distance of 420.28' to a spike found, thence S 60°17'00" W a distance of 457.17' to a 1/4" rebar, thence N 30°14'27" W a distance of 1822.08' to Point "C" in the center of a ditch, thence along the center of the ditch N 73°49'26" E a distance of 19.56' to a point, thence N 59°43'00" E a distance of 32.37' to a point, thence N 71°51'31" E a distance of 37.75' to a point, thence S 76°08'05" E a distance of 16.14' to a point, thence S 67°23'06" E a distance of 18.53' to a point, thence S 72°16'26" E a distance of 18.95' to a point, thence S 68°51'12" E a distance of 24.51' to a point, thence N 72°05'10" E a distance of 41.54' to a point, thence N 52°55'55" E a distance of 27.59' to a point, thence S 81°36'36" E a distance of 21.07' to a point, thence S 31°04'46" W a distance of 3.44' to a point, thence S 62°31'19" E a distance of 7.41' to a point, thence N 66°49'40" E a distance of 7.17' to a point, thence N 87°10'24" E a distance of 8.20' to a point, thence S 81°32'58" E a distance of 8.79' to a point, thence S 89°39'57" E a distance of 13.43' to a point, thence S 77°05'47" E a distance of 17.89' to a point, thence N 76°31'57" E a distance of 11.18' to a point, thence S 78°57'14" E a distance of 8.14' to a point, thence N 68°55'33" E a distance of 16.51' to a point, thence S 84°44'48" E a distance of 22.65' to a point, thence S 84°25'28" E a distance of 32.33' to a point, thence S 69°44'53" E a distance of 14.27' to a point, thence S 54°54'40" E a distance of 26.03' to a point, thence S 65°29'41" E a distance of 39.51' to a point, thence S 60°43'33" E a distance of 18.77' to a point, thence S 83°12'03" E a distance of 16.06' to a point, thence N 30°23'11" E a distance of 6.47' to a point, thence N 65°47'18" E a distance of 21.30' to a point, thence N 29°19'33" E a distance of 4.59' to a point, thence S 59°28'40" E a distance of 15.86' to a point, thence S 40°00'12" E a distance of 5.95' to a point, thence S 87°09'01" E a distance of 4.13' to a point, thence N 72°28'33" E a distance of 6.30' to a point, thence S 87°14'05" E a distance of 6.01' to a point, thence S 78°30'15" E a distance of 26.52' to a point, thence S 83°44'10" E a distance of 7.96' to a point, thence S 71°03'49" E a distance of 13.01' to a point, thence S 33°05'41" E a distance of 33.48' to a 1/2" rebar, thence 77.74' along the arc of a 553.04 foot radius curve to the right, said curve being subtended by a chord of N 31°12'13" E a distance of 77.67' to a point, thence N 35°14'28" E a distance of 229.87' to a 1/2" rebar on the southerly 50' right of way of Deep Step Road, thence along the aforesaid right of way, thence S 54°45'32" E a distance of 60.02' to a 1/2" rebar, thence leaving the aforesaid right of way S 35°13'08" W a distance of 229.96' to a 1/2" rebar, thence 61.60' along the arc of a 492.93 foot radius curve to the left, said curve being subtended by a chord of S 31°38'21" W a distance of 61.56' to a 1/2" rebar, thence S 85°42'01" E a distance of 204.63' to a 1/2" rebar,

## EXHIBIT "A" (continued)

thence S 62°01'32" E a distance of 164.46' to a ½" rebar, thence S 15°49'38" W a distance of 165.01' to a ½" rebar, thence S 61°39'53" E a distance of 1172.92' to a ½" rebar, thence S 48°27'45" W a distance of 189.48' to a ½" rebar, thence S 59°47'01" W a distance of 202.13' to a ½" rebar, thence S 30°13'36" E a distance of 187.67' to a ½" rebar, thence S 30°08'55" E a distance of 343.88' to a ½" rebar, thence S 37°57'03" E a distance of 187.89' to a ½" rebar, thence S 63°10'38" E a distance of 141.83' to a ½" rebar, thence S 64°18'48" E a distance of 125.00' to a ½" rebar, thence S 64°18'48" E a distance of 125.00' to a ½" rebar, thence S 64°18'48" E a distance of 125.00' to a ½" rebar, thence N 25°41'12" E a distance of 100.50' to a ½" rebar, thence S 67°15'31" E a distance of 178.09' to a ½" rebar, thence S 67°15'31" E a distance of 199.12' to a ½" rebar, thence S 67°15'31" E a distance of 216.14' to a ½" rebar on the westerly 60' right of way of Miller Lake Court and the True Point of Beginning.

