

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (CONTRACTOR) TO FURNISH **THE LANDING AT ACWORTH, LLC** (MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS **THE LANDING AT ACWORTH APARTMENTS** (PROPERTY), WHICH IS LOCATED IN THE CITY OF **ACWORTH**, COUNTY OF **COBB**, AND IS OWNED BY **THE LANDING AT ACWORTH, LLC** (OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT or parcel of land lying and being in Land Lot 28 of the 20th District, 2nd Section, City of Acworth, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at a one-inch open-top pipe found at the land lot corner common to Land Lots 10, 11, 28 and 29, aforesaid district and section, and thence running easterly along the land lot line common to Land Lots 11 and 28, a distance of 533.29 feet to a #4 reinforcing bar set on the easterly margin of the right-of-way of Baker Grove Road (60-foot right-of-way), which is the POINT OF BEGINNING; from the POINT OF BEGINNING, as thus established, thence leaving the easterly margin of the right-of-way of Baker Grove Road, and continuing along the land lot line common to Land Lots 11 and 28, South 89°28'17" East, a distance of 77387 feet to a #4 reinforcing bar set; thence leaving the land lot line common to Land Lots 11 and 28, and running southerly, southwesterly and westerly along the existing 100-year flood plain line the following courses and distances:

- South 15°45'04° West, a distance of 79.86 feet to a #4 reinforcing bar set;
- South 11°38'24" West, a distance of 45.16 feet to a #4 reinforcing bar set;
- South 27 °33'42" West, a distance of 42.60 feet to a #4 reinforcing bar set;
- South 24°19'53" West, a distance of 43.90 feet to a #4 reinforcing bar set;
- South 05°11'47" West, a distance of 81.42 feet to a #4 reinforcing bar set;
- South 11°06'14" West, a distance of 71.93 feet to a #4 reinforcing bar set;
- South 31°59'46" West, a distance of 69.57 feet to a #4 reinforcing bar set;
- South 08°04'49" West, a distance of 88.49 feet to a #4 reinforcing bar set;
- South 16°08'24" East, a distance of 46.14 feet to a #4 reinforcing bar set;
- South 01°11'51" West, a distance of 35.07 feet to a #4 reinforcing bar set;
- South 18°40'53" West, a distance of 86.86 feet to a #4 reinforcing bar set;
- South 04°28'36" West, a distance of 79.46 feet to a #4 reinforcing bar set;
- South 12°08'09" West, a distance of 68.73 feet to a #4 reinforcing bar set;
- South 38°46'37" West, a distance of 72.15 feet to a #4 reinforcing bar set;
- South 43°06'09" West, a distance of 120.85 feet to a #4 reinforcing bar set;
- South 58°35'51" West, a distance of 18.39 feet to a #4 reinforcing bar set;
- North 80°55'53" West, a distance of 76.03 feet to a #4 reinforcing bar set;
- South 84°35'55" West, a distance of 44.09 feet to a #4 reinforcing bar set;
- North 86°24'52" West, a distance of 50.02 feet to a #4 reinforcing bar set;
- South 59°00'47" West, a distance of 60.88 feet to a #4 reinforcing bar set;
- South 48°52'47" West, a distance of 45.31 feet to a #4 reinforcing bar set;
- South 45°09'32" West, a distance of 26.36 feet to a #4 reinforcing bar set;

thence leaving the 100-year flood plain line, and running South 53°50'18" West, a distance of 20.28 feet to a #4 reinforcing bar set; thence running South 45°00'45° West, a distance of 20.42 feet to a #4 reinforcing bar set; thence running South 04°10'51" West, a distance of 41.20 feet to a #4 reinforcing bar set; thence running South 60°47'59" West, a distance of 44.50 feet to a #4 reinforcing bar set; thence running South 80°10'45" West, a distance of 19.97 feet to a #4 reinforcing bar set; thence running South 76°06'36" West, a distance of 73.37 feet to a #4 reinforcing bar set; thence running South 79°25'40" West, a distance of 12.99 feet to a #4 reinforcing bar set; thence running North 89°41'35" West, a distance of 65.63 feet to a #4 reinforcing bar set; thence running North 74°24'24" West, a distance of 50.29 feet to a #4

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

THIS WAIVER AND RELEASE INCLUDES THE FOLLOWING INVOICES:

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20____.

Signature: _____

Sworn to and subscribed before me
this ____ day of _____, 20____.

Printed Name: _____

For: _____

Notary Public (SEAL)

Title: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.