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ACCESS AND DRAINAGE EASEMENT AGREEMENT

THIS ACCESS AND DRAINAGE EASEMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and among **SPE INVESTMENT GROUP, LLC**, a Georgia limited liability company (the “Parcel 1 Owner”) and **CITY OF LAWRENCEVILLE, GEORGIA**, a Municipal corporation (the “Parcel 2 Owner”).

RECITALS

- A. Parcel 1 Owner is the owner of that certain real property situated in Lawrenceville, Gwinnett County, Georgia, as the same is more particularly described on Exhibit “A”, attached hereto and incorporated herein by this reference (“Parcel 1”).
- B. Parcel 2 Owner is the owner of that certain real property situated in Lawrenceville, Gwinnett County, Georgia, as the same is more particularly described on Exhibit “B”, attached hereto and incorporated herein by this reference (“Parcel 2”).
- C. Parcel 2 Owner desires to obtain, and Parcel 1 Owner desires to establish, certain access and drainage easement rights over Parcel 1, for the benefit of Parcel 2, subject to the terms contained herein.

NOW, THEREFORE, Parcel 1 Owner and Parcel 2 Owner hereby covenant and agree that Parcel 1 and Parcel 2 (collectively, the “Parcels”) and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, and easements hereinafter set forth.

AGREEMENTS

1. Definitions. For purposes hereof:

1.1. Parcel or Parcels. The term “Parcel” shall mean Parcel 1 or Parcel 2, individually, as the context requires, and any future subdivisions thereof. The term “Parcels” shall mean Parcel 1 and Parcel 2 collectively.

1.2. Owner. The term “Owner” or “Owners” shall mean the owner of Parcel 1, as to Parcel 1, and the owner of Parcel 2, as to Parcel 2, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

1.3. Permittees. The term “Permittees” shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of the Owner of such Parcel, and/or such tenant(s) or occupant(s).

2. Grant of Access Easement for Parcel 2. Parcel 1 Owner does hereby grant to Parcel 2 Owner and its Permittees, for the benefit of, and as an appurtenance to Parcel 2, a perpetual, non-exclusive, unobstructed access easement for vehicular and pedestrian ingress and egress on, through, over, and across the driveways located on Parcel 1, as the same are depicted as the crosshatched “Access Easement” on Exhibit “C”, attached hereto (the “**Access Easement**”) to and from Parcel 2 over Parcel 1, to the public rights-of way adjacent to Parcel 1. The Access Easement shall be maintained, repaired, and replaced in good working order by the Owner and/or Permittee of Parcel 1, at its sole cost and expense.

3. Grant of Drainage Easement for Parcel 2. Parcel 1 Owner does hereby grant to Parcel 2 Owner and its Permittees, for the benefit of, and as an appurtenance to Parcel 2, a perpetual, non-exclusive drainage easement (the “Drainage Easement”) on, over, across and through Parcel 1 in order to drain storm water from Parcel 2 onto Parcel 1, and to connect into the presently existing drainage facilities located on Parcel 1 (“Drainage Facilities”), in order to drain and discharge excess surface and storm water from Parcel 2 into and through the Drainage Facilities. The Drainage Facilities located on Parcel 1 shall be maintained, repaired, and replaced in good working order by the Owner and/or Permittee of Parcel 1, at its sole cost and expense. The Drainage Easement granted herein includes the right of reasonable ingress and egress for the Parcel 2 Owner and/or its Permittee over Parcel 1 in order or the Parcel 2 Owner and/or its Permittee to connect into the Drainage Facilities.

4. Indemnification. To the extent permitted by law, each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys’ fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its Permittees, or others acting on behalf of such Owner.

5. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
6. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of a Parcel.
7. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of execution of this Agreement and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners in accordance with Section 8.1 hereof.
8. Miscellaneous.
 - 8.1. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of Gwinnett County, Georgia
 - 8.2. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
 - 8.3. Covenants to Run with Land. It is intended that each of the easements set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
 - 8.4. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, sealed and
delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

PARCEL 1 OWNER:

SPE INVESTMENT GROUP, LLC

By: _____ (SEAL)

Name: _____

Its: _____

[Signatures continue on following page]

Signed, sealed and
delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

PARCEL 2 OWNER:

CITY OF LAWRENCEVILLE, GEORGIA,
a municipal corporation

_____(SEAL)
David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

[CORPORATE SEAL]

Exhibit A
[Parcel 1 Legal Description]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF LAWRENCEVILLE IN LAND LOT 147 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND IN THE SOUTHERLY RIGHT-OF-WAY OF NASH STREET (HAVING A 40-FOOT RIGHT-OF-WAY), WHICH POINT IS LOCATED NORTH 63 DEGREES 08 MINUTES 12 SECONDS EAST 97.45 FEET AND NORTH 80 DEGREES 42 MINUTES 22 SECONDS EAST 7.02 FEET FROM THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CLAYTON STREET (A/K/A S.R. 20; HAVING A 100-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE OF NASH STREET THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 42 MINUTES 22 SECONDS EAST A DISTANCE OF 342.09 FEET; ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 210.99 FEET (AND A CHORD BEARING NORTH 65 DEGREES 54 MINUTES 28 SECONDS EAST A DISTANCE OF 107.78 FEET) AN ARC DISTANCE OF 108.99 FEET; AND NORTH 51 DEGREES 06 MINUTES 34 SECONDS EAST 7.48 FEET TO AN IRON PIN FOUND; THENCE SOUTH 30 DEGREES 18 MINUTES 42 SECONDS EAST 100.17 FEET TO AN IRON PIN FOUND; THENCE NORTH 50 DEGREES 30 MINUTES 34 SECONDS EAST 100.37 FEET TO AN IRON PIN FOUND; THENCE SOUTH 29 DEGREES 14 MINUTES 23 SECONDS EAST 80.19 FEET TO AN IRON PIN FOUND; THENCE SOUTH 34 DEGREES 45 MINUTES 53 SECONDS EAST 60.07 FEET; THENCE SOUTH 33 DEGREES 23 MINUTES 16 SECONDS EAST 173.64 FEET TO AN IRON PIN FOUND; THENCE SOUTH 64 DEGREES 58 MINUTES 11 SECONDS WEST 100.66 FEET TO AN IRON PIN FOUND; THENCE SOUTH 26 DEGREES 55 MINUTES 17 SECONDS EAST 199.88 FEET TO AN IRON PIN FOUND; THENCE NORTH 65 DEGREES 01 MINUTES 09 SECONDS EAST 200.00 FEET TO AN IRON PIN FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MILLER NEAL BOULEVARD (HAVING A 50-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 24 DEGREES 05 MINUTES 13 SECONDS EAST 28.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 64 DEGREES 01 MINUTES 12 SECONDS WEST 452.29 FEET TO AN IRON PIN FOUND; THENCE SOUTH 64 DEGREES 15 MINUTES 02 SECONDS WEST 324.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CLAYTON STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5,779.58 FEET (AND A CHORD BEARING NORTH 29 DEGREES 56 MINUTES 39 SECONDS WEST A DISTANCE OF 279.13 FEET) AN ARC DISTANCE OF 279.15 FEET; AND NORTH 31 DEGREES 19 MINUTES 40 SECONDS WEST 76.40 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING NORTH 59 DEGREES 14 MINUTES 06 SECONDS EAST 130.03 FEET TO AN IRON PIN FOUND; THENCE NORTH 30 DEGREES 50 MINUTES 01 SECONDS WEST 149.96 FEET TO AN IRON PIN FOUND; THENCE SOUTH 59 DEGREES 19 MINUTES 16 SECONDS WEST 127.00 FEET TO AN IRON PIN FOUND ON SAID EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET; THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 713.94 FEET (AND A CHORD BEARING NORTH 22 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 50.43 FEET) AN ARC DISTANCE OF 50.44 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING NORTH 59 DEGREES 19 MINUTES 50 SECONDS EAST 120.31 FEET TO AN IRON PIN FOUND; THENCE NORTH 24 DEGREES 02 MINUTES 38 SECONDS WEST 152.01 FEET TO THE POINT OF BEGINNING; ALL AS MORE PARTICULARLY SHOWN ON PLAT OF SURVEY PREPARED FOR MARK R. HUDGENS, ET AL BY DEVELOPMENT CONSULTANTS GROUP (BEARING THE CERTIFICATION OF THOMAS W. HURLEY, GEORGIA RLS NO. 2468) DATED SEPTEMBER 28, 1993, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART OF THIS DESCRIPTION.

THE PROPERTY DESCRIBED HEREINABOVE IS THAT SAME PROPERTY ACQUIRED BY LARRY E. WILENSKY AND SID M. KRESSES UNDER WARRANTY DEED FROM GWINNETT PRADO, L.P. DATED JULY 16, 1997, AND RECORDED JULY 21, 1997, IN DEED BOOK 14471, PAGE 157, RECORDS OF THE CLERK OF GWINNETT COUNTY SUPERIOR COURT.

SAID PROPERTY IS ALSO SHOWN ON PLAT OF SURVEY PREPARED FOR LARRY E. WILENSKY AND SID M. KRESSES BY DEVELOPMENT CONSULTANTS GROUP (DONALD G. HOLLAND, GEORGIA RLS NO. 2637) DATED JUNE 25, 1997.

Exhibit B
[Parcel 2 Legal Description]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 147 OF THE 5TH LAND DISTRICT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE CORNER OF THE EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET (RIGHT-OF-WAY VARIES) AND THE SOUTHERLY RIGHT-OF-WAY OF NASH STREET (RIGHT-OF-WAY VARIES); THENCE PROCEEDING ALONG THE SAID RIGHT-OF-WAY OF NASH STREET NORTH 63 DEGREES 10 MINUTES 08 SECONDS EAST A DISTANCE OF 92.18 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 23 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 152.03 FEET TO A PK NAIL FOUND; THENCE RUNNING SOUTH 60 DEGREES 05 MINUTES 49 SECONDS WEST A DISTANCE OF 91.12 FEET TO A MAG NAIL SET; THENCE RUNNING NORTH 83 DEGREES 40 MINUTES 18 SECONDS WEST A DISTANCE OF 37.94 FEET TO A POINT LOCATED ON THE EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET; THENCE RUNNING ALONG SAID RIGHT-OF-WAY AND FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 141.86 FEET, SAID ARC HAVING A RADIUS OF 718.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 10 DEGREES 26 MINUTES 26 SECONDS WEST A CHORD DISTANCE OF 141.63 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 0.390 ACRES AS SHOWN ON A PLAT PREPARED BY PRECISION PLANNING, INC. FOR THE CITY OF LAWRENCEVILLE, DATED SEPTEMBER 15, THIS PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE PARTICULAR DESCRIPTION.

