

STATE OF GEORGIA)
CITY OF LAWRENCEVILLE)

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

AGREEMENT ("Agreement") is made and entered into this _ day of October, 2024 (the "**Effective Date**") by and between **The Mayor and Aldermen of the City of Lawrenceville**, a municipal corporation organized under the laws of the State of Georgia ("**Grantor**"), and **CRDV LAWRENCEVILLE, LLC**, a Delaware limited liability company organized under the laws of the State of Delaware ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property in Lawrenceville, Gwinett County, Georgia described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter the "**Property**"); and

WHEREAS, Grantee plans to undertake construction that is described in detail in a Letter dated September 11, 2024 from Grantee to the City of Lawrenceville Planning and Development Department, which Letter is hereby incorporated herein by this reference, ("**Grantee's Work**")

(the "Project") and has requested use of a portion of the Property as described and depicted on Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter the "Temporary Construction Easement Area"); and

WHEREAS, the Project will upgrade and improve office space in the area and will be performed in a manner so as to minimize construction impacts on residents, businesses, and visitors to the area; and

WHEREAS, Grantor supports development of the Project and the benefits it will generate to residents, businesses, and visitors, and is willing to provide, a temporary construction and access easement over the Temporary Construction Easement Area, to the extent and pursuant to the terms set forth in this Agreement; and

WHEREAS, Hanlin Rainaldi Construction Corporation. (the "Contractor") will be constructing Grantee's Work and will be utilizing the Temporary Easement Area, to the extent and pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the execution and delivery of these presents, the above-mentioned recitals, the mutual covenants and conditions contained herein, and in other documents referenced herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do agree as follows:

1. Access and Construction Easement. Grantor hereby grants, bargains, sells and conveys unto Grantee and Grantee's Contractor, a non-exclusive easement on, across, through, over and upon the Temporary Construction Easement Area as delineated per Exhibit "B" to (i) provide pedestrian and vehicular access to the Temporary Construction Easement Area over the Property solely in furtherance of Grantee's Work, and (ii) store and manipulate construction equipment, supplies, and materials pertaining to the Grantee's Work which will be performed off site.
2. Term of Easement: The term (the "Term") of the temporary construction easement shall commence upon the later of: 1) approval by the City of Lawrenceville Council of this Agreement; and 2) the execution of this Agreement by all parties. Grantee and Grantee's Contractor shall not commence construction on Grantee's Work until final approval and authorization from Grantor. The Agreement shall terminate upon the earlier of: 1) Grantee's completion of Grantee's Work and the fulfillment of the restoration obligations as set forth in this Agreement, or 2) December 31, 2024.

3. Grantor's Rights: Grantor shall retain all other customary incidents and rights of ownership with respect to the Temporary Construction Easement Area, specifically including, but not limited to, the right to use the Temporary Construction Easement Area in any manner not conflicting with or impairing the easement rights granted hereunder. Grantee and Grantee's Contractor shall in no way impair or interfere with Grantor's use and access to the Property.

4. Duty to Repair, Replace, and Restore. At the end of the Term, Grantee covenants and agrees that Grantee will, at Grantee's sole cost and expense, promptly remove Grantee's and Contractor's construction equipment, supplies, and materials from the Temporary Easement Area and will repair, replace, and restore the Temporary Easement Area to the condition of the Temporary Construction Easement Area prior to Grantee's use and Contractor's use thereof (the "Restoration Obligations"). The Restoration Obligations shall survive the expiration or earlier termination of this Agreement.

5. Indemnification. To the extent permitted by Georgia law and without waiver of sovereign immunity, Grantee and Contractor hereby agree to indemnify, defend, and hold Grantor harmless from and against any and all penalties, claims, demands and liability of whatsoever kind or nature, including attorney's fees, that may be made or sought against Grantor or the Property arising out of or in any way connected with Grantee's and Contractor's occupancy, use, maintenance or operation of the Property and Grantee and Contractor shall defend Grantor from and against each and every such claim. Grantee acknowledges and agrees that the Temporary Easement Area is being provided "as-is, where-is" with all faults and defects and without representation or warranty of any kind or nature by Grantor as to fitness for any particular purpose or otherwise.

6. Insurance: Grantee agrees that Grantee's Contractor will be required to procure and carry commercial liability insurance in commercially reasonable amounts to pay claims, damages, or losses arising out of Grantee's and Contractor's use of the Temporary Easement Area as granted herein, which insurance policies shall name Grantor as an additional insured.

7. Grantor's Rights and No Rights Public: Grantor shall retain all other customary incidents and rights of ownership with respect to the Property, specifically including but not limited to the right to use the Property in any manner not conflicting with or impairing the easement rights granted herein. The easement rights granted herein are not intended for the benefit of the general public, and Grantor and Grantee agree to cooperate with one another to perpetuate the private status of the easements granted herein, including but not limited to, the posting as necessary of 'no trespassing' signs and maintenance of barriers and fences.

8. Liens: Grantee covenants and agrees that it will not cause or suffer any lien or claim of lien to be filed against the Property as a result of work done or caused to be done by Grantee or Grantee's Contractor under the provisions hereof. Grantee's Contractor shall perform all work in a workmanlike manner in accordance with all applicable laws, ordinances and regulations. In the event any such lien or claim of lien is filed, Grantee shall remove the same or provide

Grantor with evidence of sufficient bond with respect to the lien within fifteen (15) days after the filing thereof.

9. Default: If Grantee or Grantee's Contractor defaults in the performance of its obligations hereunder, Grantor may terminate this Agreement upon ten (10) days written notice to Grantee.

11. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matters hereof. This Agreement may be modified or amended only by a writing executed by the parties hereto.

12. Controlling Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

13. Notices. All, notices, requests, and demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered (a) by certified mail, return receipt requested, (b) by Federal Express or other recognized, reputable overnight courier, or (c) by hand delivery by a recognized, reputable courier, to the appropriate party(ies) at the address(es) set forth below:

a. If to Grantor:

Mr. Todd Hargrave
Director, City of Lawrenceville Planning and Development Department
70 S. Clayton Street
Lawrenceville, GA 30046

b. If to Grantee:

Mr. Christopher Watkins
CRDV Lawrenceville, LLC
190 S. Clayton Street
Lawrenceville, GA 30046

14. Time: Time is of the essence in the performance of this Agreement by each party hereto.

15. Counterparts: This Agreement may be signed in any number of counterparts, each of which shall, for all purposes constitute one and the same agreement.

[SIGNATURES FOUND ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed under seal as of the day and year above written.

CRDV Lawrenceville, LLC,
a Delaware limited liability company

Christopher B. Watkins, It's Co-Manager

City of Lawrenceville, Georgia

By: _____

Its: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): R5146A008 and

ALL THAT TRACT or parcel of land lying and being in Land Lot 146 of the 5th Land District, Gwinnett County, Georgia, being within the City of Lawrenceville, containing 0.4999 acres as shown on survey prepared by Hannon, Meeks & Bagwell, Surveyors & Engineers, INC, dated November 28, 1983 for Sosebee Auto Supply, and with reference to said plat being more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the northerly Right of Way line of Luckie Street and the westerly Right of Way line of South Clayton Street and from said POINT OF BEGINNING, run thence south 86° 12 minutes 33 seconds west along the northerly Right of Way line of Luckie Street a distance of 154.71 feet to an iron pin; run thence north 03° 41 minutes 51 seconds west a distance of 142.00 feet to an iron pin; run thence north 86° 13 minutes 02 seconds east a distance of 152.00 feet to an iron pin located on the westerly Right of Way line of South Clayton Street; run thence along said Right of Way line South 04° 47 minutes 27 seconds east a distance of 142.00 feet to an iron pin, being the place or POINT OF BEGINNING.





NORTH WALL WATERPROOFING

