

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE made this ___ day of _____, 2024, between **Downtown Development Authority of Lawrenceville**, hereinafter referred to as Grantor, and the **City of Lawrenceville, Georgia**, a Georgia Municipal Corporation, hereinafter referred to as Grantee.

WHEREAS, the Grantee is presently engaged in the construction of certain public improvements on public property located adjacent to property owned by the Grantor; and

WHEREAS, in order to properly provide for connection of utilities and appropriate transition from the project on public property to the property owned by the Grantee (5146B143) it will be necessary to engage in certain grading and other activities on the property of the Grantor (5146B001); and

WHEREAS, the Grantor acknowledges that the public project being conducted by the Grantee will enhance the value of the property of the Grantor and desires to grant the Grantee a temporary construction easement;

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a temporary construction easement for the purpose of construction activities associated with the installation of retaining wall, storm water and drainage improvements, for grading and other construction activities associated with the construction of the public project on the public property located adjacent to of property of the Grantor.

Said temporary construction easement being more particularly shown by attached hereto as Exhibit and incorporated herein by reference.

All rights in and to said temporary construction easement shall immediately cease and terminate at the completion of the construction project or twenty-four (24) months from the date of execution of this document whichever date is earlier.

The Grantor does hereby covenant with the Grantee that it is the owner of record and is lawfully seized and possessed of the property above described, and it has a good and lawful right to convey said property.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and assigns for the period provided herein.

IN WITNESS WHEREOF, the party of the Grantor has hereunto set its hand and affixed its seal, the day and year first above written.

Downtown Development Authority

By: _____ [Seal]

Name:

Title:

Signed, sealed and delivered on
the ___ day of _____, 20__
in the presence of:

Unofficial Witness

Notary Public