

PERMANENT UTILITY EASEMENT AGREEMENT

THIS **PERMANENT UTILITY EASEMENT AGREEMENT** (this "Easement") is made and entered into this ____ day of _____, 2022 by and between **NHT LOGANVILLE, LLC**, a Delaware limited liability company ("Grantor") and the **CITY OF LOGANVILLE, GEORGIA** ("Grantee") (collectively, Grantor and Grantee may be referred to as the "Parties").

WHEREAS, Grantor owns the property legally described in **Exhibit "A"**, attached hereto and made a part hereof by reference (the "Property"). Grantor has installed water and sanitary sewer lines and affiliated structures, including a lift station, which are all located within easement areas as further detailed on Exhibit "B". The Property is depicted on the following recorded instrument: (i) Final Plat dated October ____, 2022 and recorded in the records of Walton County, Georgia, in Plat Book _____, Page ____ on _____, 2022.

WHEREAS, Grantor desires to grant and convey unto the City a perpetual utility easement and rights of way into, over, along, and across the Property depicted on the Final Plat to allow Grantee the right to go upon said property from time to time as necessary for the operation, use, inspection, maintenance, connection, repair, replacement, relocation, or removal of the aforementioned water and sanitary sewer lines. Grantee covenants to repair the easement property and any disturbed abutting property to the extent necessary to bring the property to its original state as the property stood prior to any construction, maintenance, or repair of the water and sewer sanitary lines, including the lift/pump station for the sanitary sewer lines, performed by Grantee. Additionally, Grantee agrees to pay all costs and expenses of such construction, maintenance and repairs that Grantee initiates over and through the Easement area.

WHEREAS, Grantor warrants it is the sole legal owner of the Easement Property and has the authority to execute this Agreement.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, and other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance.** Grantor does grant, bargain, and convey to the City and to its successors and assigns the right, title, and privilege of a temporary construction and permanent utility easement and rights of way through the Property.

1. **Encumbrances.** Trustmark National Bank, a national banking association, is the present holder of a security instrument which presently encumbers the Property and joins in the execution of this Amendment for the limited purposes set forth hereinbelow. With the exception of Trustmark National Bank, Grantor does hereby represent and warrant to City that there are no security deeds, mortgages or other security interests presently encumbering the property identified in Exhibit A that would prevent the granting of the easements herein or that would impair any of the rights granted to City in connection with this Agreement. All future security deeds, mortgages, easements or encumbrances of any kind which are placed by Grantor or

subsequent owners on the property identified in Exhibit A shall be made expressly subordinate and subject to the easements and rights granted by Grantor to the City in this Agreement.

2. **Covenants running with the land.** The easement herein granted, and the agreements contained herein, shall be easements and agreements running with, appurtenant to, and burdening the property identified in Exhibit A including without limitation all subsequent owners of the property and all persons claiming under them.

3. **Modification or amendment.** No provision of this Agreement may be released, subordinated, modified, rescinded or amended in whole or in part without the written consent of all parties hereto.

4. **Governing law.** This agreement shall be construed in accordance with the laws of the state of Georgia.

5. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the easements described herein, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

6. **Severability.** If any phrase, clause, sentence, paragraph or selection of this Agreement shall be held invalid or unconstitutional by a court of competent jurisdiction of this state or the United States, such adjudication shall in no way effect any of the remaining provisions hereof, all of which shall remain in full force and effect.

7. **Counterparts.** This Agreement may be executed in counterparts and each counterpart shall be considered an original, but all such counterparts together shall be considered only one document.

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

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]

GRANTOR:

NHT LOGANVILLE, LLC,
a Delaware limited liability company

By: _____(SEAL)

Name: J. BRADFORD SMITH

Title: Authorized Signatory

GRANTEE:

CITY OF LOGANVILLE

By: _____
Mayor

ATTEST:

City Manager

LENDER CONSENT AND SUBORDINATION

The undersigned Lender, as holder of that certain Deed to Secure Debt, Security Agreement and assignment of Rents and Leases, dated November 20, 2020, recorded on November 24, 2020 in Deed Book 4722, Page 137-160, records of the Superior Court of Walton County, Georgia, as amended and restated in that Amended and Restated Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases dated October 7, 2021, recorded on October 13, 2021 at Deed Book 4989, Page 51-76, Walton County, Georgia records, does hereby join in this Easement for the purpose of consenting to and subordinating Lender’s lien and security title to the Property to the terms and provisions of the foregoing Easement.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Subordination to be signed and sealed this _____ day of _____, 2022.

Signed, sealed and delivered
in the presence of:

LENDER:
TRUSTMARK NATIONAL BANKa
national banking association

Witness

By: _____(SEAL)

Notary Public

Name: _____

My Commission Expires:

Title: _____

[NOTARY SEAL]