

TOWN OF TYRONE

STATE OF GEORGIA

MEMORANDUM OF UNDERSTANDING

FOR LOCATION OF MULTI-USE PATH

THIS MEMORANDUM OF UNDERSTANDING is entered into this ____ day of _____, 2022, by and between the Town of Tyrone, Georgia, a municipal corporation of the State of Georgia, acting by and through its governing authority, hereinafter the “Town,” and Dogwood Church, Inc., a domestic non-profit corporation of the State of Georgia, acting by and through its governing authority, hereinafter “Dogwood Church,” the Town and Dogwood Church may sometimes collectively be referred to as the “Parties,” for the purpose of facilitating the placement of a multi-use path across the premises of Dogwood Church, hereinafter the “MOU.”

W I T N E S S E T H:

WHEREAS, the Mayor and Council for the Town is the duly organized governing authority for the Town; and

WHEREAS, the group of named officers of Dogwood Church is the duly organized governing authority for Dogwood Church; and

WHEREAS, the Town has determined to identify the location of a multi-use path which will connect the path at Farr Road and Dogwood Trail to the northern limits of the City of Peachtree City, Georgia, hereinafter “PTC;” and

WHEREAS, Dogwood Church owns property bounded on the north by Dogwood Trail and on the south by the northern limits of PTC; and

WHEREAS, the Town desires to enter into this MOU with Dogwood Church to identify a suitable location across the property of Dogwood Church to locate a multi-use path for the traveling public to use between the jurisdiction of the Town and the jurisdiction of PTC; and

WHEREAS, Dogwood Church desires to cooperate with the Town to identify the location of a multi-use path to facilitate the movement of the traveling public from the jurisdiction of the Town to the jurisdiction of PTC.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Town and Dogwood Church hereby agree as follows:

1.

Dogwood Church, formerly known as Braelinn Baptist Church, Inc., owns five (5) parcels of property situated geographically, generally, between Dogwood Trail to the north, and PTC to the south. The property is identified by the following Tax Parcel I.D. Numbers: 0729035 (main campus); 0729017; 0729018; 0729019; and 0729020, the “Church Property.” The combined area of the Church Property is just less than 100 acres. Dogwood Church has significant improvements on its main campus. Dogwood Church and Tyrone agree that the location of the multi-use path will be on that part of the Church Property which will minimize the conflict between the uses currently on the Church Property and the multi-use path.

2.

The Town and Dogwood Church agree that the users of the multi-use path will be pedestrians, bicyclists, golf carts, and similar types of transportation conveyances that are suitable for the type of multi-use path envisioned by the Town and Dogwood Church. The

location of the multi-use path will be of sufficient width to allow the safe travel for multiple users of the path simultaneously. Any improvement necessary for facilitating the use of the multi-use path by the traveling public will be undertaken and maintained by the Town.

Dogwood Church agrees that it will convey a permanent easement to the Town for that area identified for the multi-use path on the Church Property in recognition of the Town's duty and responsibility to improve the area for the multi-use path and to maintain the multi-use path in perpetuity.

3.

This MOU sets out the general parameters of the relationship between the Town and Dogwood Church. As diligent efforts are further pursued in the identification of the location for the multi-use path, the Town and Dogwood Church will enter into an agreement to better clarify the relationship between the Parties as to the improvement and maintenance of the multi-use path. The Town and Dogwood Church agree that time is of the essence and the identification of the location of the multi-use path will occur accordingly.

4.

This MOU will remain in effect for one year from the date first above written to allow sufficient time for the Parties to satisfy the purpose of this MOU.

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IN WITNESS WHEREOF, we set our hands and seals on the date first above written.

TOWN OF TYRONE, GEORGIA

(SEAL)

By: _____
ERIC DIAL, Mayor

ATTEST:

Dee Baker, Town Clerk

DOGWOOD CHURCH, INC.

(SEAL)

By: _____
_____, _____

ATTEST:

_____, _____