



EMERGENCY ACCESS EASEMENT AGREEMENT

This Emergency Access Easement Agreement (the "Easement Agreement") is made and entered into as of this 17th day of October, 2025, by and between the Town of Tyrone, Georgia, a municipal corporation of the state of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "Town," and the Cresswind Peachtree City Community Association, Inc., a nonprofit corporation duly registered and existing under the laws of the State of Georgia, acting by and through its Board of Directors, hereinafter referred to as "Cresswind", for the purpose of the Town constructing, maintaining, and utilizing a certain emergency access easement which burdens property owned by Cresswind.

WITNESSETH:

WHEREAS, the Mayor and Council of the Town is the duly elected governing authority empowered to act on behalf of the Town; and

WHEREAS, the Board of Directors of Cresswind is the duly elected governing authority empowered to act on behalf of Cresswind; and

WHEREAS, an ingress/egress easement is located between 214 and 302 Cottonwood Circle, Peachtree City, Georgia 30269, in Cresswind, per Plat Book 100, Page 316, Fayette County records (the "Emergency Access Easement"); and

WHEREAS, the Mayor and Council of Peachtree City have adopted Ordinance Number 1163 (LUR-14) with specific provision under paragraph (f), subparagraph 16, to "allow future access to Rockwood Road;" and

WHEREAS, the Town and Cresswind acknowledge the aforementioned "future access to Rockwood Road" is at the same location as the Emergency Access Easement; and

WHEREAS, the Town and Cresswind intend to work in a spirit of mutual respect and collaboration in the constructing, maintaining, and utilizing the Emergency Access Easement;

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and Cresswind, the Town and Cresswind hereby agree as follows:

1. **USE:** The Town and Cresswind shall permit use of the Emergency Access Easement whenever Rockwood Road is obstructed to the degree that motor vehicles are unable to navigate the railroad crossing to access Senoia Road. The Town and Cresswind recognize that the Emergency Access Easement runs with the land and will burden any future owner of the Cresswind property where the Emergency Access Easement is located. Use of the easement for secondary access to and from Shamrock Industrial Park by the general public is expressly prohibited.

2. **SECURITY:** The Town owns the property adjacent to the Emergency Access Easement as the Emergency Access Easement terminates at its northernmost point within the property owned by Cresswind. The Town shall install a secure gate and accompanying fencing at a location on the Town's property, north of the termination of the Emergency Access Easement. The gate shall be secured with a lock, with access granted exclusively to the Town, and Emergency Services personnel. The need for additional security measures, such as cameras, shall be evaluated and coordinated jointly by all parties as necessary.
3. **AESTHETIC STANDARDS & MAINTENANCE:** The Emergency Access Easement shall remain in its current condition, graded and grassed, with maintenance responsibilities retained by Cresswind, except for the construction activity as set forth in Paragraph 5, below. The Emergency Access Easement will not require a curb cut. The Town shall improve the Town's property to a standard sufficient to accommodate emergency vehicles. Any gate or fencing installed by the Town shall be located on the Town's property, and will not be visible from Cottonwood Circle.
4. **POTENTIAL DAMAGES:** In the event that the Emergency Access Easement is utilized for emergency purposes, resulting in damage to infrastructure or landscaping, the Town shall be responsible for restoring the affected areas to their prior condition.
5. **CONSTRUCTION ACTIVITY:** Cresswind and the Town understand that limited construction will occur within the Emergency Access Easement for a timeframe not to exceed six (6) months to allow for the proper grading, construction, and landscaping of improvements to the Emergency Access Easement necessary to accommodate emergency service vehicles. The Town will be responsible for conducting this construction activity which will allow the Emergency Access Easement to be at, generally, the same grade as the Town's property, for ease of utilization of the Emergency Access Easement by emergency service vehicles. The Town will notify Cresswind prior to the commencement of the construction activity.
6. **NOTICES:** All notices required to be provided by this Easement Agreement shall be deemed given if mailed, sent via overnight delivery, or emailed to the following address:

CRESSWIND

Cresswind Peachtree City Community Association, Inc.

101 Cresswind Blvd.

Peachtree City, Georgia 30269

Email: istone@cmacommunities.com

TOWN

Town of Tyrone

Town Manager

950 Senoia Road

Tyrone, Georgia 30290

Email: _____

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed as of the date first above written, and the signatories of each party below is clothed with the authority to bind their respective party to the terms and conditions of this Easement Agreement.

MAYOR AND COUNCIL FOR THE
TOWN OF TYRONE, GEORGIA

(SEAL)

By: _____

Eric Dial, Mayor

ATTEST:

Dee Baker, Town Clerk

CRESSWIND PEACHTREE CITY
COMMUNITY ASSOCIATION, INC.

(SEAL)

By: Michael C. C...

President

For SA
ATTEST:

R Austin
2-7-2026

