

STATE OF GEORGIA

COUNTY OF WALTON

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2021, by **TOWN OF BETWEEN, GEORGIA**, a political subdivision of the State of Georgia, (Grantor"), in favor of **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Grantee").

BACKGROUND:

WHEREAS, Grantor is the fee simple owner of Tracts 1 and 2 as shown on the survey plat attached hereto as Exhibit A, lying in Walton County, Georgia, and Grantee is the fee simple owner of the adjacent land, Tax Parcel C0610123A00, lying in Walton County, Georgia. Grantee desires to obtain and Grantor desires to convey, in exchange for the mutual promises contained herein, an easement on the land lying along the common boundary between the aforementioned Tract 2 and Tax Parcel C0610123A00. The easement area is labeled as Construction Exit and Truck and Equipment Route on the Erosion Control Plan for Walton County Splash Park Pickleball Courts plat attached hereto as Exhibit B (the "Easement Land").

WHEREAS, Grantor has agreed to grant to Grantee the easement described herein pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00), the covenants and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Temporary Construction Easement over Easement Land. Grantor hereby grants and conveys unto Grantee, its successors and assigns, contractors, subcontractors, employees and agents, a temporary, exclusive easement over, under, through and across the Easement Land for the purpose of construction work and related activities on Tax Parcel C0610123A00, as generally depicted on the foregoing Exhibits A and B, and such other incidental and necessary purposes related thereto (the "Temporary Construction Easement"). Further, Grantor covenants and warrants to not convey, grant or permit any uses or rights which would interfere with, obstruct, or interrupt the rights granted to Grantee herein.

2. Term of the Temporary Construction Easement. The Temporary Construction Easement granted herein shall terminate without further action by Grantor or Grantee on that date which is the earlier of: (i) completion of such construction work, or (ii) two (2) years following the date hereof.

3. Grantee's Duties. In consideration for Grantor's promises herein, Grantee hereby agrees to clear certain tress and brush on Tracts 1 and 2 in order to allow Grantor to perform a geotechnical study.

4. Governing Law and Jurisdiction. This Agreement is made and entered into as a contract respecting land and is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Georgia.

5. Running With Land. The Temporary Construction Easement shall run with the land and shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not, until the Temporary Construction Easement is terminated as provided herein.

6. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

7. Counterparts. This Agreement may be signed in multiple counterparts, but each such counterpart shall constitute but one original.

8. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforced to the full extent permitted by law.

[signatures on next page]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

GRANTOR:

TOWN OF BETWEEN, GEORGIA

By: _____
Robert J. Post
Mayor

Attest: _____

City Clerk

[CITY SEAL]

GRANTEE:

WALTON COUNTY, GEORGIA

By: _____
David Thompson
Chairman

Attest: _____
Rhonda Hawk
County Clerk

[COUNTY SEAL]

[End of Signatures]