

KATHY K. TROST
Clerk Superior Court, WALTON County, GA
BK 03550 Pg 0269-0276

(Above Reserved for Recording)

After recording, please return to:

Chris H. Atkinson
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

EASEMENT AND WATER PURCHASE AGREEMENT

THIS EASEMENT AND WATER PURCHASE AGREEMENT ("Agreement") is made this 18th day of June, 2013 (the "Effective Date"), by and between WALTON COUNTY, GEORGIA, acting by and through its Board of Commissioners ("County") and ALBERT PAUL FLOYD, an individual resident of the State of Georgia ("Floyd").

RECITALS:

A. Floyd is the fee simple owner of that certain tract of land lying in City of Monroe, Walton County, Georgia, more particularly described as follows (the "Floyd Property"):

All that tract or parcel of land lying and being in Land Lot 67, 3rd District, City of Monroe, Walton County, Georgia, being Tract #1, containing 5.000 acres, as shown on a plat of survey prepared for Albert P. Floyd by Brewer & Dudley, L.L.C., certified by John F. Brewer, Registered Professional Land Surveyor No. 2115, dated February 15, 2005, recorded in **Plat Book 99, Page 7**, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of such property.

B. The County is the owner in fee simple of those certain tracts of land lying in City of Monroe, Walton County, Georgia, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "County Property").

C. Located on the Floyd Property is a pond/reservoir (the "Floyd Pond"), which Floyd Pond is primarily supplied by a drilled groundwater well and pump (the "Well Pump") also located on the Floyd Property. The Floyd Pond is generally depicted on Exhibit B attached hereto and incorporated herein by reference.

D. The County operates a park and recreation facility on the County Property ("Felker Park"), which includes soccer fields, football fields and other areas for recreational activities.

E. The Floyd Property adjoins and abuts the County Property.

JWR APF

F. Floyd is willing to sell, and the County is willing to purchase, unlimited water from the Floyd Pond to irrigate Felker Park.

G. The parties hereto desire to enter into this Agreement to provide for the purchase and sale of such water, the easements necessary for the piping and facilities needed, to provide for each party's respective obligations, and for the purposes and uses more specifically set forth below.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00), the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, each of the parties hereto covenants and agrees as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and made a part of this Agreement.

2. Easements.

2.1 Water Line Easement. Floyd hereby grants and conveys unto the County, its successors and assigns, for the benefit of the County Property, a permanent, perpetual and non-exclusive easement over, under, through and across that portion of the Floyd Property being 5-feet on either side (10-feet total) of the hereinafter described Water Line Facilities to be constructed (the "Water Line Easement Area") for the following purposes (collectively, the "Water Line Easement"):

(a) the construction, installation, operation, maintenance and use of underground water and irrigation lines and related apparatus (collectively, the "Water Line Facilities") to allow for the pumping and transmission of water from the Floyd Pond to the County Property. All costs and expenses for the construction and installation of the Water Line Facilities shall be borne by the County.

The anticipated location of the Water Line Easement Area is depicted on the easement exhibit attached hereto as Exhibit B and incorporated herein by reference (the "Easement Exhibit").

2.2 Pump and Intake Easement. Floyd hereby grants and conveys unto the County, its successors and assigns, for the benefit of the County Property, a permanent, perpetual and non-exclusive easement over, under, through and across that portion of the Floyd Property being approximately 20-feet x 20-feet located on and adjacent to the Floyd Pond and including such areas of the Floyd Pond as necessary to pump water as herein contemplated and as generally depicted on the Easement Exhibit and identified thereon as the "20'x20' Pump & Intake Easement" (collectively, the "Pump/Intake Easement Area") for the following purposes (collectively, the "Pump/Intake Easement"):

(a) the construction, installation, operation, maintenance and use of water pump(s) and/or submersible pumps, piping and related apparatus necessary (collectively, the "Pump/Intake Facilities") to allow for the pumping and transmission of water from the Floyd Pond to the County Property. Floyd has

constructed, at Floyd's expense, a poured concrete pad located adjacent to the Floyd Pond within the Pump/Intake Easement Area on which the County may install the water pump and related portions of the Pump/Intake Facilities. The County will be responsible for all costs in constructing and installing the Pump/Intake Facilities. In the event the County installs a traditional pump on said concrete pad (as opposed to a submergible pump within the Floyd Pond), thereafter Floyd shall construct a commercially suitable brick pump house/shelter to house those portions of the Pump/Intake Facilities not located within the Floyd Pond. Such pump house/shelter (if needed) shall be constructed by Floyd, at Floyd's expense, within 30 days of the County's completion of the Pump/Intake Facilities.

2.3 Access Easement. Floyd hereby grants and conveys unto the County, its successors and assigns, for the benefit of the County Property, a permanent, perpetual and non-exclusive easement over, under, through and across that portion of the Floyd Property identified as "10' Access Easement" on the Easement Exhibit (the "Access Area") for the purpose of providing access from the public right-of-way of Towler Street (which Towler Street is shown on the Easement Exhibit) to other easement areas described in this Section 2 (the "Access Easement").

3. Well Pump. Floyd acknowledges and agrees that maintaining a full supply of water in the Floyd Pond is critical to the County's use of such water in the irrigation of the County Property herein described. The Well Pump, which supplies the Floyd Pond with essentially all of its water, is and shall be maintained and operated by Floyd at Floyd's expense. Floyd covenants and agrees to maintain, repair and replace the Well Pump as necessary to keep the Well Pump in good working order at all times, such that the Floyd Pond can maintain a full supply of water. In the event Floyd fails to properly maintain, repair or replace the Well Pump, the County may notify Floyd of such failure and Floyd shall immediately remedy the same. In the event Floyd fails to remedy such failure, the County may do so and deduct the costs of the same from any sums due to Floyd hereunder by delivery of written notice containing the costs of such repairs following completion of the same. Floyd hereby grants and conveys to the County an easement over the Floyd Property for performing such repair activities.

4. Water Purchase.

4.1 Water Quantity. The County has previously provided Floyd with the County's historic water use figures for the County Property. Throughout the term of this Agreement, Floyd covenants and agrees to make available to the County no less than 50,000 gallons per day of potable well water in the Floyd Pond for the County's purchase and use on the County Property. The County shall have the option, but not the obligation of installing a meter on the Pump/Intake Facilities in order to track the County's water usage.

4.2 Purchase Terms. During the term of this Agreement, the County shall pay to Floyd an annual fixed cost of \$20,000 per year as full and complete payment for all water used by the County hereunder, regardless of the actual quantity used. Such annual \$20,000 fee shall be paid in arrears in quarterly installments of \$5,000 each payable on the following dates (or the first business day occurring thereafter): January 1, April 1,

July 1 and October 1. Notwithstanding the foregoing, for the balance of calendar year 2013 following the Effective Date, the County shall pay \$5,000 on or promptly following the Effective Date, and the next such payment shall not be due until January 1, 2014.

5. Term. This Agreement shall continue in full force and effect for a period commencing on the Effective Date and ending on December 31, 2013, and shall thereafter automatically renew for ten (10) successive 1-year terms (each such period herein referred to as a "Term"), subject to the following:

5.1 The County shall have the option of terminating this Agreement at the conclusion of any Term by written notice to Floyd on or before expiration of such Term.

5.2 In the event at any time the Floyd Pond is not supplying adequate water to the County Property (as determined by the County in its sole discretion), the County shall have the option of terminating this Agreement by written notice to Floyd.

5.3 The County shall have the option of terminating this Agreement at any time (for any reason or for no reason) upon payment to Floyd of a termination fee of \$1,000.00.

5.4 In the event of any such termination as set forth in Sections 5.1, 5.2 and 5.3 above, following such termination the County shall have no further obligations hereunder. Further, in the event the County elects to so terminate, the County shall have the option (but not the obligation) to remove any of the Pump/Intake Facilities within a reasonable period of time following termination.

5.5 Contemporaneous with the County's execution and delivery of this Agreement, the County has delivered to Floyd and Floyd hereby acknowledges the receipt of \$10.00 (the "Independent Consideration"), which amount the parties bargained for and agreed as consideration for the County's unilateral options to terminate this Agreement and for Floyd's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Floyd notwithstanding any other provision of this Agreement.

6. Floyd Representations and Warranties. As a material inducement to the County to enter into this Agreement, Floyd represents and warrants to the County:

6.1 Floyd has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

6.2 The County has previously provided Floyd with the County's historic water use figures for the County Property, and the Floyd Pond has adequate water supply to meet all the County's current and future irrigation needs at the County Property.

6.3 All lender consents, subordinations and approvals necessary to grant the easements herein have been obtained.

6.4 Floyd shall maintain the Well Pump in clean, working condition

throughout the term of this Agreement.

~~7. Cooperation. Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement.~~

8. Time is of Essence. Time is of the essence of each and every term of this Agreement.

9. 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.

10. Running With Land. This Agreement shall run with the land as burden to the Floyd Property and a benefit to the County Property, and shall pass with the conveyance of all or any portion of such lands, whether specifically referred to or not. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their representatives, successors and permitted assigns.

11. 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.

12. Headings. All captions, headings, section and subsection numbers and letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement.

13. 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 BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Signed sealed and delivered in the presence of:

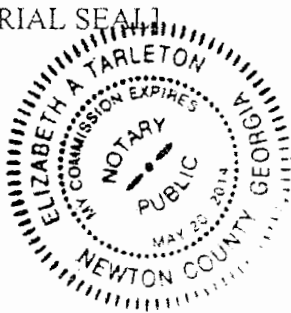
[Signature]
Unofficial Witness

Elizabeth A. Tarleton
Notary Public

My commission expires: 5/20/14

[NOTARIAL SEAL]

SEAL AFFIXED



COUNTY:

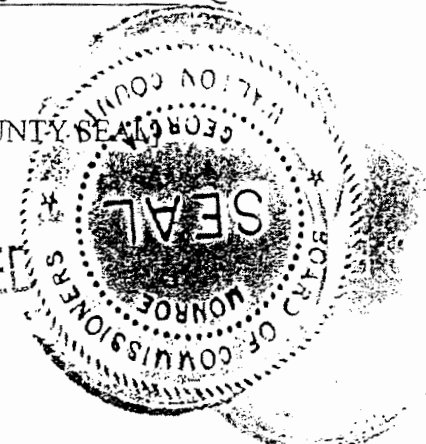
WALTON COUNTY, GEORGIA, acting by and through its Board of Commissioners

By: Kevin W. Little
Kevin W. Little
Chairman

Attest: Leta B. Talbird
Leta Talbird
County Clerk

[COUNTY SEAL]

SEAL AFFIXED



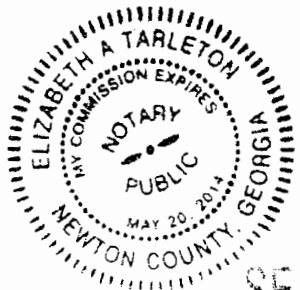
Signed sealed and delivered in the presence of:

[Signature]
Unofficial Witness

Elizabeth A. Tarleton
Notary Public

My commission expires: 5/20/14

[NOTARIAL SEAL]



SEAL AFFIXED

FLOYD:

Albert P. Floyd (SEAL)
ALBERT PAUL FLOYD

[END OF SIGNATURES]

KWL APF

Exhibit A

Legal Description of County Property

Park Tract

All that tract or parcel of land lying and being in Land Lots 66 & 67, 3rd District, City of Monroe, Walton County, Georgia, containing 41.264 acres, identified as the "Park Tract" on that certain plat of survey prepared for the Walton County Board of Commissioners by Alcovy Surveying Company, Inc., certified by Ronald Calvin Smith, Registered Professional Land Surveyor No. 2921, dated May 27, 2003, revised June 10, 2003, June 11, 2003 and December 8, 2003, recorded in **Plat Book 93, Page 170**, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of such property.

Tract A of the Green Space

All that tract or parcel of land lying and being in Land Lots 66 & 67, 3rd District, City of Monroe, Walton County, Georgia, being Tract A of the Green Space, containing 17.983 acres, as shown on a plat of survey prepared for the Walton County Board of Commissioners by Alcovy Surveying Company, Inc., certified by Ronald Calvin Smith, Registered Professional Land Surveyor No. 2921, dated May 27, 2003, revised June 10, 2003, June 11, 2003 and December 8, 2003, recorded in **Plat Book 93, Page 170**, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of such property.

Tract B of the Green Space

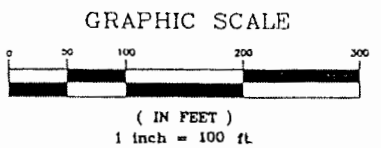
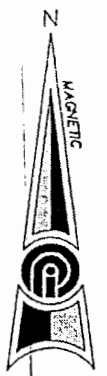
All that tract or parcel of land lying and being in Land Lots 66 & 67, 3rd District, City of Monroe, Walton County, Georgia, being Tract B of the Green Space, containing 2.301 acres, as shown on a plat of survey prepared for the Walton County Board of Commissioners by Alcovy Surveying Company, Inc., certified by Ronald Calvin Smith, Registered Professional Land Surveyor No. 2921, dated May 27, 2003, revised June 10, 2003, June 11, 2003 and December 8, 2003, recorded in **Plat Book 93, Page 170**, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of such property.

PROPERTY INFORMATION
 SITE AREA = 5,000 ACRES
 BEING A PORTION OF PARCEL M0200173,
 TRACT #1, LOCATED IN THE CITY OF MONROE
 LAND LOT 67, 3RD LAND DISTRICT,
 PLAT BOOK 99, PAGE 7

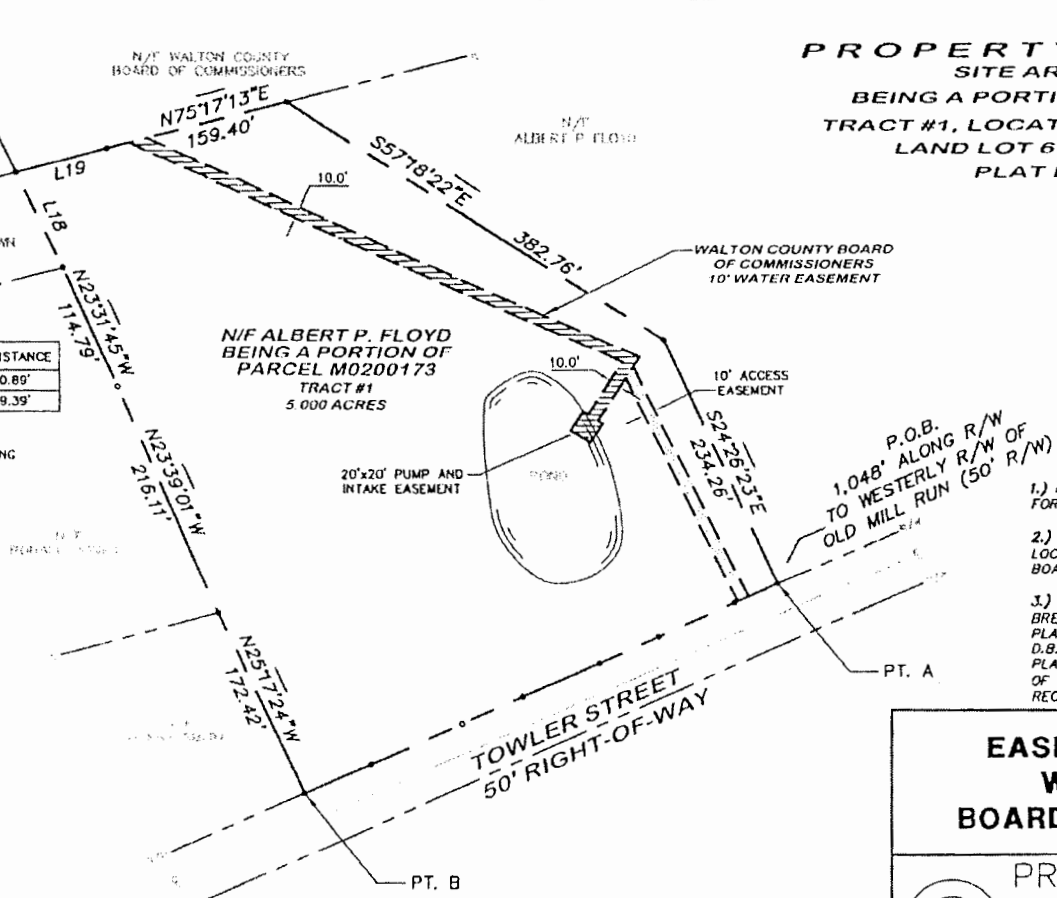
NUMBER	DIRECTION	DISTANCE
L18	N 25°51'13" W	90.89'
L19	N 74°46'05" E	79.39'

BEARINGS AND DISTANCES ALONG
 R/W OF TOWLER STREET
 FROM PT. A TO PT. B

DIRECTION	DISTANCE
S 65°09'36" W	40.28'
S 65°40'53" W	71.23'
S 65°02'54" W	55.74'
S 65°48'52" W	71.41'
S 65°32'16" W	56.99'
S 65°23'55" W	85.37'
S 66°19'45" W	62.20'



No.	By	Date	Revision



NOTES

- 1.) NO SURVEY WAS PERFORMED BY PRECISION PLANNING, INC. FOR THIS PLAT.
- 2.) THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW LOCATION FOR A 10' WATER EASEMENT FOR WALTON COUNTY BOARD OF COMMISSIONERS.
- 3.) BOUNDARY INFORMATION FROM SURVEY PREPARED BY BREWER & DUDLEY, LLC, DATED 2/15/2005, RECORDED IN PLAT BOOK 99, PAGE 7, REF. D.B. 900, PG 380-381, REF. D.B. 2065, PG 62-63, REF. D.B. 469, PG 384-385, REF. PLAT BY RONALD CALVIN SMITH FOR WALTON COUNTY BOARD OF COMMISSIONERS DATED 5/27/2005, WALTON COUNTY RECORDS.

**EASEMENT EXHIBIT FOR
 WALTON COUNTY
 BOARD OF COMMISSIONERS**

PRECISION PLANNING, INC.
 PLANNERS, ENGINEERS, ARCHITECTS & SURVEYORS
 400 PIKE BOULEVARD, P.O. BOX 2210
 LAWRENCEVILLE, GEORGIA 30246
 (770) 338-8000 (FAX) (770) 822-5990

Date: 6/19/13	Land Lot: 67	District: 3rd
County: Walton, City of Monroe	Scale: 1" = 100'	Sheet No.
Designed By:	Drawn By: 88H	Checked By: JLP
Job Number:	File Number:	1 OF 1

Exhibit B