

After Recording Return To:

Gregory D. Jay  
Chandler, Britt & Jay, LLC  
P.O. Box 1749  
Buford, GA 30515

STATE OF GEORGIA  
COUNTY OF GWINNETT

### PERMANENT ACCESS AND MAINTENANCE EASEMENT

THIS INDENTURE, (this "Agreement") dated and effective as of the \_\_\_ day of \_\_\_\_\_, 2018, between **PIERCE POINTE COMMUNITY ASSOCIATION, INC.**, a Georgia non-profit corporation (hereinafter, referred to as "Grantor") and **CITY OF SUWANEE**, a Georgia municipal corporation (hereinafter, referred to as "Grantee"), the words "Grantor" and "Grantee" to include the respective heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits;

WHEREAS, Grantor owns certain real property lying and being in the corporate limits of the City of Suwanee in Gwinnett County, Georgia;

WHEREAS, such real property serves as an access point to the City's Suwanee Creek Greenway recreational trail system;

WHEREAS, Grantee desires and the Grantor is willing to convey a permanent access and maintenance easement, as further depicted on Attachment A hereto, which is incorporated herein and made a part hereof by reference, to allow Grantee and the ability to enter onto Grantor's property to access and maintain such path that runs from the Suwanee Creek Greenway to the Grantor's parking lot;

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties, intending to be legally bound, do hereby agree as follows:

1. Grant of Easement. For and in consideration of Ten Dollars and other good and valuable consideration; Grantor hereby grants and conveys to Grantee, a 12 foot wide permanent access and maintenance easement (the "Easement") consisting of approximately 700 feet in length and encompassing .21 acres for the purpose of accessing and maintaining such path over, on, and across Grantor's property, as more specifically set forth on Attachment A (the "Easement Area").

2. Binding Effect. Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the real property previously described herein and that it has lawful right to convey the Easement covered by this document, or any part thereof, and that said Easement is free from all encumbrances. The Easement and its terms and conditions herein shall bind the heirs and assigns of Grantor and Grantee and shall inure to the benefit of the successors in title. Said agreement shall expressly bind future Councils of the Grantee.

3. Ongoing Maintenance and Grantee Responsibility over Easement Area. Grantee shall be responsible for the Maintenance of the Easement Area as a result of Grantee's use of the Easement Area. Grantee agrees to defend and hold Grantor harmless from and against any and all loss, liability, claim, injury, damage and/or expense arising out of Grantee's exercise of any rights hereunto granted, or out of any negligent or willful act or omission by the Grantee or its tenants, employees, contractors, agents, licensees, invitees, successors or assigns in connection with the Easement Area or this Agreement.

4. Term. The term of this Agreement and the easements, rights, obligations, and liabilities created hereby shall continue until terminated or abandoned pursuant to a written agreement properly executed on behalf of Grantor and Grantee.

5. Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and (i) mailed by certified mail, return receipt requested and postage paid (ii) sent via a nationally recognized overnight service that regularly obtains a signature upon delivery or (iii) delivered personally, addressed as follows:

If to Grantor: Pierce Point Community Association, Inc.  
Attn: \_\_\_\_\_  
P.O. Box 930  
Suwanee, Georgia 30024

If to Grantee: City Manager  
City of Suwanee  
303 Town Center Avenue  
Suwanee, Georgia 30024

or at such other address as may be specified from time to time in writing.

6. Amendment. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified, or terminated during the term hereof.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Georgia. This Agreement binds and benefits the Parties and their respective successors or assigns.

8. Severability. If any provision of this Agreement is illegal or unenforceable, the other provisions of this Agreement remain in effect. The unenforceable provision shall be revised to reflect the original intent of the Grantor and Grantee to the maximum extent permitted by law.

9. Entire Agreement. This Agreement contains the complete and final understanding of the Grantor and Grantee and supersedes all other previous agreements between the Grantor and Grantee.

10. Waiver. Grantor and Grantee agree that the failure by either party to enforce any term or provision of this Agreement against the other shall not be deemed a waiver of the party's right to enforce such term or provision against the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**PIERCE POINTE COMMUNITY  
ASSOCIATION, INC.**

\_\_\_\_\_  
By: Paul Altnauer, President

ATTEST:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Suzanne Salerno, Secretary

\_\_\_\_\_  
Notary Public

- Signatures continued on next page -  
CITY OF SUWANEE, A Georgia Municipal

Corporation

By: \_\_\_\_\_ (SEAL)  
Mayor, Jimmy Burnette

Signed, sealed and delivered  
in the presence of:

ATTEST:

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Elvira Rogers, City Clerk

\_\_\_\_\_  
Notary Public

# EXHIBIT A



