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After recording return to:

Thompson, O'Brien, Kappler & Nasuti, P.C.
Attn: Real Estate
2 Sun Court, Suite 400
Peachtree Corners, GA 30092

STATE OF GEORGIA)
)
COUNTY OF HALL)

EASEMENT FOR WATER, SEWER, AND ACCESS

THIS INDENTURE ("Easement") is made as of the ____ day of _____, 2023 by and between the **BOARD OF COMMISSIONERS OF HALL COUNTY**, a political subdivision of the State of Georgia (together with its successors and assigns, "Grantor") and **CENTURY COMMUNITIES OF GEORGIA, LLC**, a Colorado limited liability company (together with their heirs, successors and assigns, "Grantee").

WITNESSETH:

WHEREAS, as set forth herein, Grantor is the owner of that certain real property located in Hall County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Property").

WHEREAS Grantor desires to grant and convey to Grantee certain easement rights over a portion of the Grantor Property being more particularly described below and on Exhibit "B" attached hereto and incorporated herein by reference (the "Easement Plat");

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants and conveys easements as set forth herein:

Article 1 Definitions

1.1 “Easement Area” shall mean and refer to, collectively that area shown and labeled as “10’ Temporary Construction Easement ‘A’”, “10’ Temporary Construction Easement ‘B’” and that area shown and labeled as “Proposed 20’ Utility Easement” on the Easement Plat attached hereto and incorporated herein as Exhibit “B”.

1.2 “Easements” shall mean and refer to, collectively, the rights and interests conveyed to Grantee in the Easement Area as shown on the Easement Plat.

1.3 “Grantor Property” shall have the meaning set forth in the recitals.

1.4 “Water/Sewer Facilities”, “Utilities Facilities”, or “Water, Sewer” shall mean and refer to collectively, the water, sewer, reuse water and wastewater infrastructure and equipment, manholes, sampling stations, fire hydrants, utility piping and equipment useful for such purposes and other water and sewer infrastructure, to be constructed within the Easement Area and operated and maintained by the Grantor upon expiration of the temporary easements granted herein.

Article 2 Grant of Easements

2.1 Grantor hereby grants and conveys unto the Grantee, its agents, employees and contractors (collectively, the “Grantee Agents”), a temporary non-exclusive access and construction easement (the “Temporary Construction and Access Easement”) for the purpose of installing and constructing the Water/Sewer Facilities, and access thereto, in, on, over, under, upon, across, and through the Easement Area, together with the right of ingress and egress over the Grantor Property and other adjacent land of Grantor as may be reasonably necessary to accomplish the aforesaid purposes, but in no event shall the right of ingress and egress over the Grantor Property extend more than ten feet (10’) beyond the Easement Area without express permission from Grantor. The Easements shall automatically terminate upon completion and final acceptance of the initial Water/Sewer Facilities by Grantor or one year after the date of conveyance of the Easements, whichever comes first (the “Easements Termination”). Any access over adjacent lands of the Grantor shall be coordinated by Grantee.

2.2 Upon the Easements Termination, Grantor shall become solely responsible for utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving the Water/Sewer Facilities and Grantee shall have no Easements nor any remaining interest or rights to the Easement Area and Grantor Property.

2.3 The grant of the Easements herein includes the right at all times deemed necessary by Grantee for the Grantee Agents to exercise the rights herein granted to the Grantee, including, without limitation, to access said Easement Area, together with the Grantor Property and other adjacent land of Grantor, as necessary to obtain access to the Water/Sewer Facilities and for the purpose of exercising the rights herein granted and for no other uses or purposes; provided, however, that Grantor reserves the right to use the Easement Area in common with Grantee, and Grantor may cross and re-cross said Easement Area with persons, equipment, vehicles, fences, landscaping, operation of the fire department and similar uses that do not interfere with Grantee’s rights hereunder. Any access over adjacent lands of the Grantor shall be coordinated by Grantee. The failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time-to-time to exercise any or all of the same. Any waiver shall be in writing and signed by the party granting such waiver.

2.4 Grantor warrants that no building, shed, mobile home, swimming pool, berms or other such permanent structures shall be erected or constructed within the Easement Area during the pendency of the Easements.

2.5 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Easement Area, but merely grants the rights, privileges and Easements herein above set out.

2.7 Encumbrances. Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances affecting title to the Easement Area. Grantor warrants that it is legally qualified and entitled to grant the Easements herein granted with respect to the land described herein.

[Signatures begin on the Following Page]

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument, under seal, by proper officers and officials thereunto duly authorized and their respective seals affixed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

**BOARD OF COMMISSIONERS OF HALL
COUNTY**, a political subdivision of the
State of Georgia

Witness

By: _____

Name: _____

Title: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

Exhibit "A"

Grantor Property Legal Description

All that lot, tract, or parcel of land, lying and being in the Clinchem (GMD 392) District, Hall County, Georgia, consisting of 5.140 acres and being all of Parcel A according to a survey by Donald Rex Jones, Registered Surveyor, dated March 17, 2004 and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located on the southeast side of the right-of-way of Spout Springs Road, said iron pin lying North 25° 08' 09" East 61.33 feet from a "P.K." Nail at the centerline intersection of Spout Springs Road and Sherwood Mill Road, as extended; thence leaving the right-of-way of the said Spout Springs Road and running North 38° 45' 38" East 541.05 feet to an iron pin; thence South 44° 04' 42" East 44.98 feet to an iron pin; thence South 44° 19' 50" East 535.83 feet to a point located in the center of a creek; thence along the centerline of said creek the following courses and distances: South 46° 28' 41" West 35.81 feet; South 78° 28' 05" West 42.58 feet; North 74° 09' 05" West 60.11 feet; North 54° 58' 40" West 47.62 feet; North 65° 53' 36" West 48.54 feet; North 65° 58' 57" West 37.94 feet; North 67° 20' 59" West 51.62 feet; South 70° 59' 47" West 32.95 feet; South 21° 57' 01" West 29.57 feet; South 05° 08' 34" East 29.12 feet; South 09° 47' 06" West 43.96 feet; South 35° 12' 42" West 54.81 feet; South 53° 22' 03" West 37.10 feet; South 25° 57' 03" West 55.52 feet; South 27° 23' 55" West 47.86 feet; South 52° 12' 29" West 37.29 feet; South 51° 36' 09" West 18.84 feet; South 52° 48' 52" West 33.54 feet; South 58° 40' 09" West 39.48 feet; South 51° 40' 23" West 35.81 feet; and South 56° 41' 13" West 27.34 feet to a point located on the southeast side of the right-of-way of Spout Springs Road; thence along said right-of-way the following courses and distances: North 15° 01' 04" West 38.19 feet to an iron pin; North 19° 13' 11" West 75.86 feet to an iron pin; South 72° 05' 02" West 10.00 feet to an iron pin; North 20° 56' 20" West 63.90 feet; North 26° 35' 54" West 103.09 feet; and North 29° 07' 41" West 60.77 feet to an iron pin located at the POINT OF BEGINNING.

Exhibit "B"

Easement Plat

(See Next Page)