

Upon recording return to:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2025 (the “Effective Date”) by and among DEKALB COUNTY BOARD OF EDUCATION, a political subdivision of the State of Georgia (“DCBOE”) and CATHOLIC EDUCATION OF NORTH GEORGIA, INC., a Georgia nonprofit corporation (the “CEONG”). DCBOE and the CEONG are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, CEONG is the owner and the holder of the fee simple title to certain property lying and being in Land Lots 245 & 246 of the 18th District of DeKalb County, Georgia and more particularly described in Exhibit “A” attached here to and by this reference made a part here of (the “CEONG Property”);

WHEREAS, DCBOE is the owner and the holder of the fee simple title to certain property lying and being in Land Lots 245 & 269 of the 18th District of DeKalb County, Georgia and more particularly described in Exhibit “B” attached here to and by this reference made a part here of (the “DCBOE Property”);

WHEREAS, the Parties desire to enter into and grant certain easements to one another on and subject to the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the parties one to the other, the covenants contained herein and other goods and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DCBOE and CEONG hereby agree as follows:

1. Temporary Construction Easement. CEONG grants and conveys to DCBOE a temporary, non-exclusive construction easement over and across those portions of CEONG Property identified

and described on Exhibit C as the “Temporary Construction Easement Area” for the performance of construction activities on the DCBOE Property, including, without limitation, the construction of a school (the “Temporary Construction Easement”). The Temporary Construction Easement shall expire on the earlier of (i) DCBOE’s completion of the school on the DCBOE Property, or (ii) [_____]. DCBOE shall use reasonable means to protect and preserve existing trees and shrubs on CEONG Property, and otherwise minimize the disturbance to the CEONG Property. All construction and all other work or activities performed hereunder by DCBOE or its designee shall be done in accordance with reasonable commercial standards, and the CEONG Property shall be left in a clean, safe, orderly condition, with all debris removed therefrom, and all areas and other improvements which have been disturbed by such work shall be restored to the condition immediately existing prior to the performance of construction activities.

2. Parking and Access Easement. CEONG grants and conveys to and for the benefit of DCBOE, and its agents, employees, volunteers, invitees, successors and assigns a perpetual, non-exclusive easement for vehicular parking (the “DCBOE Parking Easement”) within the portion of the CEONG Property depicted as “41,300 s.f. on St. Pius” in Exhibit C attached hereto and incorporated herein by reference during all times, which easement shall include the right to use approximately eighty-eight (88) unreserved, non-exclusive parking spaces within the parking easement area. CEONG further grants and conveys to DCBOE, and its agents, employees, volunteers, invitees, successors and assigns a perpetual easement for vehicular and pedestrian access to, ingress to, and egress from the paved entranceways, drive lanes and ramps located within the parking easement area on the CEONG Property, as generally depicted in Exhibit C, for the purpose of accessing the parking spaces described above and for general access to and from the DCBOE Property.

3. Reservation of Rights.

(a) DCBOE Reservation of Rights. DCBOE hereby reserves all its right, title, and interest in and to the DCBOE Property incident to the fee simple estate thereof and for any and all purposes not inconsistent with DCBOE’s declaration of the easements granted hereunder and as expressly permitted herein.

(b) CEONG Reservation of Rights. CEONG hereby reserves all its right, title, and interest in and to the CEONG Property incident to the fee simple estate thereof and for any and all purposes not inconsistent with CEONG’s declaration of the easements granted hereunder and as expressly permitted herein.

4. Entire Agreement. This Agreement constitutes the entire agreement between parties and understanding between DCBOE and CEONG relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

5. Severability. The invalidity of anyone of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same document.

[signature page follows]

IN WITNESS WHEREOF, each of DCBOE and CEONG has caused its authorized representatives to execute this Agreement on the day first above written.

Signed, sealed and delivered in the presence of:

DCBOE
DEKALB COUNTY BOARD OF EDUCATION, a political subdivision of the State of Georgia

Unofficial Witness

By: _____
Deirdre P. Pierce, Board Chair

Notary Public

My Commission Expires:

Attest:

By: _____
Dr. Devon Horton, Superintendent

(Notarial Seal)

Signed, sealed and delivered in the presence of:

CEONG
CATHOLIC EDUCATION OF NORTH GEORGIA, INC., a Georgia nonprofit corporation

Unofficial Witness

By: _____

Notary Public

My Commission Expires:

Attest:

By: _____

(Notarial Seal)

Exhibit "A"

Legal Description – CEONG Property

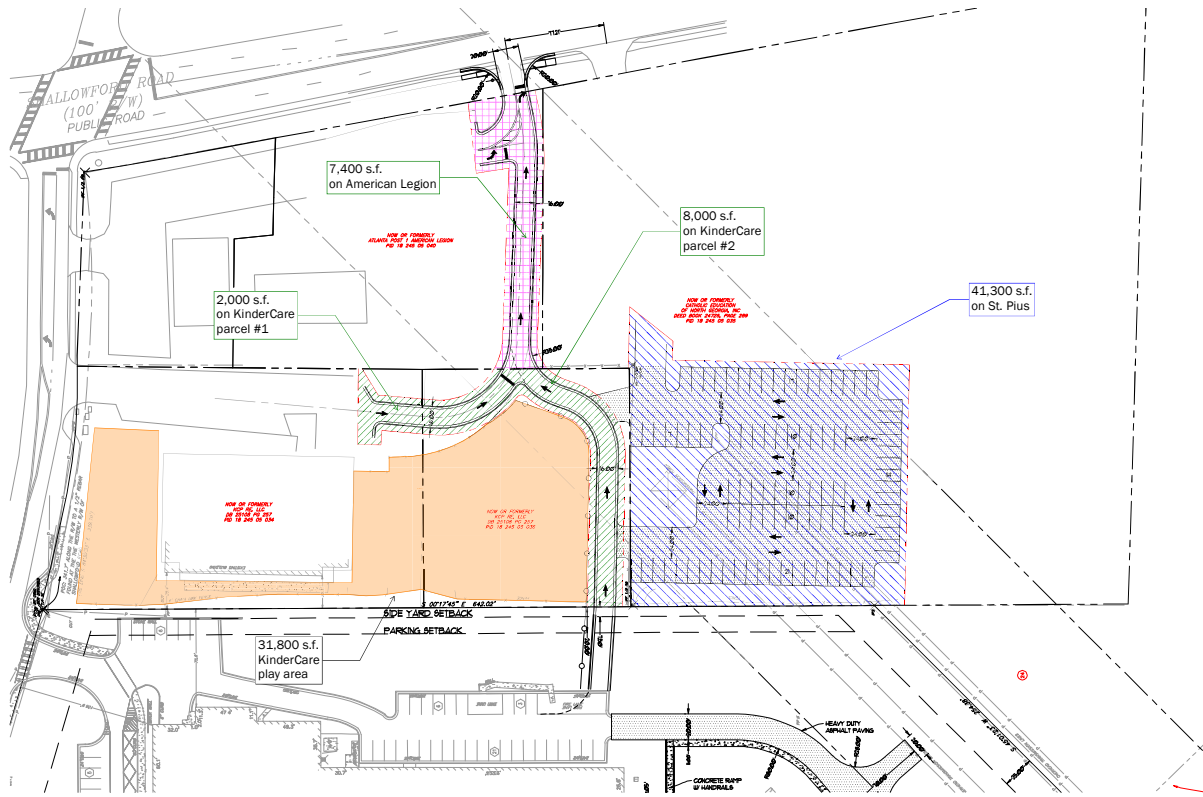
Exhibit "B"

Legal Description – DCBOE Property

All that tract or parcel of land lying and being in Land Lots Nos. 245 and 269 of the 18th District of DeKalb County, Georgia and being a more particularly described as follows: BEGINNING at an iron pin corner on the south side of Dresden Road three hundred thirty-nine and four tenths (339.4) feet westerly as measured along Dresden Road from the southwest corner of Dresden Road and Shallowford Road, running thence south no degrees, 44 minutes east six hundred forty and eight tenths (640.8) feet to an iron pin corner in the center of 200 foot easement of the Georgia Power Company; thence south 44 degrees, 28 minutes west along the center line of said Power Company Easement six hundred fifteen and nine tenths (615.9) feet to an iron pin corner; thence north no degrees, 28 minutes west eleven hundred ninety-one and six tenths (1191.6) feet to an iron pin corner on the south side of Dresden Road; thence southeasterly along the south side of Dresden Road four hundred forty-seven and three tenths (447.3) feet to the point of beginning; and containing 9.16 acres according to survey of property of DeKalb County Board of Education made December, 1959 by Ernest L. Boggus.

Exhibit "C"

Access Drive and Parking Lot Sketch



Access Drive & Parking Lot Sketch
 Dresden ES

09-23-2024