

**HABERSHAM COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Temporary Easement

**DATE:** May 10, 2021

**BUDGET INFORMATION:**  
**ANNUAL-**  
**CAPITAL-**

**(X) RECOMMENDATION**  
**( ) POLICY DISCUSSION**  
**( ) STATUS REPORT**  
**( ) OTHER**

**COMMISSION ACTION REQUESTED ON:** May 17, 2021

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**PURPOSE:** The purpose of this agenda item is to seek approval of a temporary easement for drainage repairs to Yeoman Lake Rd.

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**BACKGROUND / HISTORY:**

Yeoman Lake Rd. is experiencing headwater conditions during heavy rainfall events. The road must be taken out of service for about two weeks so crews can excavate dirt and install proper drainage. There are 22 homes that will not have access in or out during this time. Staff have found a driveway connecting Yeoman Lake Rd. to Traves Cove. The property owners are willing to allow the county to use this driveway as a temporary detour until the work is complete. The county will need to make some initial improvements to the driveway and maintain it during the time it is being used as a detour. Without this temporary easement, property owners will have no choice but to walk in and out on foot.

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**FACTS AND ISSUES:**

- Yeoman Lake Rd. is experiencing headwater conditions in heavy rain events and will eventually wash away without improvements
  - The project duration is approximately two weeks. During which time landowners will have no access to their properties
  - An easement is necessary to use an existing residential driveway to get citizens in and out.
  - During this easement, the county will maintain the driveway that crosses two properties
  - The temporary easement will last 90 days before expiring.
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**OPTIONS:**

- 1) Approve recommendation
  - 2) Deny recommendation
  - 3) Commission defined alternative
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**RECOMMENDED SAMPLE MOTION:** Motion to approve temporary easements necessary for repairs to Yeoman Lake Rd.

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**DEPARTMENT:**

Prepared by: Derick Canupp

Director: Derick Canupp\_\_\_\_\_

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**ADMINISTRATIVE**

**COMMENTS:**\_\_\_\_\_

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\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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After Recording Return To:

Habersham County  
295 Llewellyn Street  
Clarkesville, GA 30523

Cross Reference to:

Warranty Deed recorded in Deed Book  
820, Page 757, Habersham County Deed  
Records

STATE OF GEORGIA

COUNTY OF HABERSHAM

**TEMPORARY EASEMENT AGREEMENT**

This Temporary Easement Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 between Joy K. Davies and John Bradley Perkins ("Grantors") and Habersham County, a political subdivision of the State of Georgia ("Grantee").

WHEREAS, Grantors are the owners of a certain tract of real property described as 720 Traves Cove, Clarkesville, Georgia 30523, further identified as follows:

All that tract or parcel of land lying and being in Land Lots 153 and 154 of the 11<sup>th</sup> Land District of Habersham County, Georgia and being Tract 2 containing 3.857 acres and Tract 3 containing 6.17 acres as more fully described on that certain plat of survey prepared by Kenyan L. Miller, Georgia Registered Land Surveyor No. 2595, dated August 9, 2002, which is recorded in the office of the Clerk of Habersham Superior Court in Plat Book 59, Page 296. Reference had and made to plat and record of same for a full and complete description of the property herein conveyed.

This conveyance is made subject to those certain restrictive covenants dated May 15, 1984, which are recorded in the office of the Clerk of Habersham Superior Court in Deed Book 196, Page 627.

WHEREAS, Habersham County is in the process of conducting road repair and the replacement of pipes under Yeoman Lake Road, which will render a section of Yeoman Lake Road impassable to vehicular traffic; and

WHEREAS, the grant of a temporary easement over the private road and driveway across Grantor's property would enable surrounding property owners to have vehicular access to Yeoman Lake Road, Traves Cove Road, and Shadow Oak Road; and

WHEREAS, Grantors have agreed to grant unto Grantee a temporary easement for the purposes stated herein;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Grantors do hereby grant and convey to Grantee a non-exclusive, temporary easement across the private road and driveway depicted in said plat for the purpose of vehicular ingress and egress by surrounding property owners to Yeoman Lake Road, Traves Cove Road and Shadow Oak Road.
2. Grantee shall be solely responsible for upgrading the private road to conditions suitable for the vehicular access, such as grading, and installation of rock, and shall be solely responsible for the costs of such upgrades.
3. This Temporary Easement shall be effective as of the date of this Agreement and shall extend to and through midnight of the 90<sup>th</sup> day following the day of this Agreement, or such time as the repairs to Yeoman Lake Road are completed, whichever is earlier ("Termination Date").
4. After the Termination Date, this easement shall expire and Grantee, or surrounding property owners shall have no further right to use the temporary easement.
5. This Temporary Easement shall be interpreted and enforced in accordance with Georgia law.
6. This Temporary Easement Agreement shall not be modified except by a written document executed by Grantors and Grantee.
7. Grantee does hereby indemnify and hold Grantors harmless from any and all claims, loss, or damage resulting from any negligent act of Grantee or Grantee's agents, employees, or contractors in the performance of Grantee's easement rights as set forth herein.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals  
the aforementioned date and year.

GRANTORS:

Signed, sealed and delivered in  
the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Commission Expires: 4-24-23

Signed, sealed and delivered in  
the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Commission Expires: 4-24-23

[Signature]  
Joy K. Davies

[Signature]  
John Bradley Perkins

GRANTEE:

HABERSHAM COUNTY, a political  
subdivision of the State of Georgia

Signed, sealed and delivered in  
the presence of:

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_

Commission Expires: \_\_\_\_\_