



Private Lands Access Agreement

This Agreement by and between _____, hereinafter referred to as "LANDOWNER", and the Georgia Department of Natural Resources, hereinafter referred to as "DNR", shall be effective as of the later of the dates executed by all parties hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, LANDOWNER hereby grants to DNR the right and privilege to enter upon tracts of land situated in _____ County, Georgia (hereinafter referred to as the Premises, a map of which is attached hereto as Exhibit A and incorporated by reference), specifically and solely for the purposes identified herein and during the herein stated term and upon the following conditions:

1. The purpose of this Agreement is to permit DNR, its agents and representatives at no cost or expense to LANDOWNER, to enter upon the Premises for the purpose of _____.
2. The term of this Agreement shall be for a period of _____ days from the effective date. LANDOWNER shall, however, have the right to cancel this Agreement at its sole discretion for no reason or as a result of the violation of any condition hereof. If so canceled, DNR shall immediately cease operations hereunder and quit the Premises and remove or cause to be removed therefrom all equipment, property and personnel present thereon. DNR shall exercise the rights of entry herein granted in a manner so as to not unreasonably disturb or interfere with any of the owners, tenants, or occupants of the Premises.
3. DNR shall not have the right to conduct any other work or engage in any other activities beyond the scope described in this Agreement without prior written consent of LANDOWNER. DNR shall not take any actions or do anything, and shall not permit anyone accessing the Premises under this Agreement to take any action or do anything, which would cause any change in or constitute a breach or violation of any permit, license, order, rule or authorization of any governmental body, unit or authority now or hereafter in effect with respect to the Premises.
4. DNR shall conduct its operations on the Premises with all due care and caution for itself as well as for the property of LANDOWNER. Furthermore, DNR shall act in compliance with all laws, statutes, ordinances, orders, rules and regulations of any Governmental Authority or agency having jurisdiction over the Premises that are applicable to DNR.
5. The parties acknowledge that the State of Georgia, of which DNR is a part, has waived its sovereign immunity for the torts of DNR's officers and employees while acting within the scope of their official duties or employment and that the State of Georgia shall be liable for such torts in the same manner as a private individual or entity would be liable under like circumstances in the use and exercise of the privileges granted by this Agreement; provided, however, that the State's sovereign immunity is waived subject to all of the exceptions and limitations set forth in the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.*
6. DNR agrees to promptly correct any hazardous or potentially hazardous conditions (leaning trees, trees cut and downed across roads, etc.) caused by DNR while on said Premises.
7. LANDOWNER represents and warrants that it owns or has control over the Premises and has the authority to grant this Agreement.

8. Exclusive use of the Premises is NOT hereby granted to DNR, and LANDOWNER retains the right to use the Premises for any and all purposes; further, it retains the right to grant to others nonexclusive use of the Premises for any lawful purpose not inconsistent with DNR's use.

9. DNR shall not assign this Agreement without the prior written approval of LANDOWNER. This Agreement shall not be recorded in the public records of any county.

10. This **Private Lands Access Agreement** embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties, and then such waiver or consent shall be effective only for the specific instance and for the specific purpose for which given.

IN WITNESS whereof, this instrument has been executed by the parties whose hand is affixed hereto.

For Landowner:

For Georgia Department of Natural Resources:

Name (Print)

Name (Print)

Title

Title

Signature

Signature

Date

Date