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STATE OF GEORGIA }
 }
COUNTY OF FORSYTH }

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this _____ day of _____, in the year _____, by and between _____, (“Grantor”), _____; and **THE CITY OF CUMMING, GEORGIA** (“Grantee”), 100 Main Street, Cumming, Georgia 30040.

WITNESSETH, that, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantor’s property, Grantor, and for and on behalf of his, her, its or their heirs, administrators, executors, successors and assigns and for and on behalf of anyone claiming by, through or under Grantor, hereby grants unto the Grantee and his, her, its or their heirs, administrators, executors, successors and assigns, a non-exclusive, temporary easement in, on, over, upon, across, under and through the following described property (the “Easement Area”) for a period of twelve (12) months from the date hereof:

(See Attached Exhibit “A” Metes and Bounds)
(See Attached Exhibit “B” For Plat)

The rights, benefits, privileges, and easements granted herein are for the purpose of the construction of an underground water and/or sanitary sewer line and all appurtenant facilities to transport water and/or liquid and solid waste together with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, and together with all rights, members and appurtenances to said easement and right of way in any way appertaining or belonging. The easements granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress over the Easement Area, the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Easement Area by the Grantor or any person which removal is necessary for the Grantee’s use of the Easement Area and the right to grade and stabilize the necessary slope outside the Easement Area across property of the Grantor so as to prevent erosion or other damage to Grantee’s improvements within the Easement Area; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same or similar condition as existed before such disturbance of the surface area with such changes as are necessary to properly maintain slope and prevent erosion; and, further provided that, if the affected area within the Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances

The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Easement Area is a part.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this instrument day and year first set forth above.

Signed, sealed and delivered in the presence of:

GRANTOR NAME

Witness By: _____ (Seal)

Notary Public Its: _____
Commission Expiration Date