

After recording, return to:  
City of Cumming  
Department of Utilities  
100 Main Street  
Cumming, Georgia 30040

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The above space is reserved for recording purposes.

**SEWER CAPACITY PURCHASE AGREEMENT**

Name of Business or Subdivision Here: \_\_\_\_\_

THIS SEWER CAPACITY PURCHASE AGREEMENT (the "Purchase Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the **City of Cumming, Georgia** (the "City"), and \_\_\_\_\_ (the "Purchaser").

**WITNESSETH:**

Purchaser has, as of the date hereof, a contract to purchase or has purchased the real property (the "Property") described on Exhibit "A" attached hereto and by this reference made a part hereof. Purchaser desires to purchase from the City certain sanitary sewer capacity for the benefit of Purchaser's use and development of the Property.

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase of Sewer Capacity. The City hereby sells \_\_\_\_\_ **gallons per day** ("GPD") of sewer capacity with respect to the Property to the Purchaser for the sum of \$ \_\_\_\_ **per GPD** and a total amount of \$ \_\_\_\_\_.

2. Development of Property and Assignment of Capacity. Purchaser may assign all or a portion of the sewer capacity purchased to the end user of any lot or parcel in Purchaser's development of the Property by notifying City Department of Utilities. The City shall make the determination of the amount of capacity to be used by each end user and said amount shall be deducted from Purchaser's purchased capacity on the City's records. Once Purchaser has used all of its purchased capacity, Purchaser agrees that it may not further develop the property for any use that would require sewer without purchasing additional capacity from the City, if available. Purchaser agrees that the sewer capacity purchased herewith runs with the Property and shall be transferred with the Property to any subsequent purchaser. In the event Purchaser

sells all or a portion of the Property to a subsequent purchaser other than an end user, Purchaser  
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shall contemporaneous with said sale execute a Sewer Capacity Assignment in accordance with the form provided by the City.

3. Resale of Capacity to the City. In the event Purchaser does not need all of the sewer capacity purchased for its development of the Property, the City may, at the City’s option, repurchase from Purchaser all or a portion of the sewer capacity at the same GPD rate set forth in Paragraph 1 of this Purchase Agreement. In the event Purchaser or its end users do not begin using some of the sewer capacity purchased within three (3) years of the date hereof, Purchaser agrees to resell to the City, at the City’s option, all of the capacity purchased pursuant to this Purchase Agreement at the same GPD rate as set forth in Paragraph 1.

4. Miscellaneous. The sale of sewer capacity is an appurtenance to, touches and concerns, and benefits the Property. This Purchase shall bind, and inure to the benefit of, Purchaser and their respective successors and assigns. The sewer capacity runs with the Property and cannot be sold or assigned to any other Property without the express prior written consent of the City. This Purchase Agreement will not be effective until signed by all parties, recorded on the real estate records of the Clerk of Superior Court of Forsyth County and after recording filed with the Department of Utilities of the City of Cumming, 100 Main Street, Cumming, Georgia 30040.

Signed, sealed and delivered in the presence of:

**CITY OF CUMMING, GEORGIA:**

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: Jonathon W. Heard  
Title: Director of Utilities

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

[CITY SEAL]

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

**PURCHASER:**

\_\_\_\_\_  
Unofficial Witness

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

[CORPORATE SEAL]

[NOTARY SEAL]

**Received and filed by the City of Cumming Department of Utilities:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Jonathon W. Heard, Director of Utilities**

**EXHIBIT A**

All that tract or parcel of land lying and being in Land Lots \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ District, \_\_\_\_\_ Section, Forsyth County, Georgia, and being more particularly described as follows:

As further described on that plat recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_ Forsyth County Georgia records which plat is hereby referred to and made a part of this description.