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CITY OF CUMMING  
Planning and Zoning Department  
Attn: Scott Morgan  
100 MAIN STREET  
CUMMING, GEORGIA 30040  
(770) 781-2020

**STATE OF GEORGIA**            }  
  }  
**COUNTY OF FORSYTH**        }

**GRANT OF STORMWATER DETENTION ACCESS EASEMENT**

**Name of Development:** \_\_\_\_\_

**THIS INDENTURE** is made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,  
by        and        between        \_\_\_\_\_ (“Grantor”),  
\_\_\_\_\_, and 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, the following easement on, over, across and through the Grantor’s Property lying and being in Land Lots \_\_\_\_ , of the \_\_\_\_\_ District, \_\_\_\_\_ Section, of Forsyth County, Georgia, which easements are across the property more particularly described in the attached

**(See Attached Exhibit “A” Metes and Bounds property description)**  
**(See Attached Exhibit “B” For Plat, recorded at Plat Book \_\_\_\_\_, page \_\_\_\_\_)**

The rights, benefits, privileges, and easements granted herein are for the purpose of access, ingress and egress to, from and within the Detention Area for Stormwater on Grantee’s property as shown on the plat of survey attached hereto as Exhibit “B” together with the right to perform such work as may be necessary in the event of a failure by Grantor to properly maintain the Detention Area following notice from Grantee or an emergency that results in the Detention Area failing and all rights, members and appurtenances to said easements 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. In the event that Grantee must perform emergency work or other work due to the lack of maintenance by Grantor on the Detention Area, Grantor agrees to reimburse Grantee the reasonable expense of said work and all costs of collection including attorneys’ fees in the event legal action is necessary to effectuate reimbursement.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided that such uses shall not interfere with the Grantee's rights and easements granted herein.

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:

\_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Notary Public  
Commission Expiration Date

Its: \_\_\_\_\_

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

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

