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STATE OF GEORGIA }
 }
COUNTY OF FORSYTH }

GRANT OF WATER LINE EASEMENT

THIS INDENTURE is made this _____ day of _____, in the year _____, by and between _____ (“Grantor”), _____, Georgia, _____; 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, perpetual easement in, on, over, upon, across, under and through the following described property (the “Easement Area”):

(See Attached Exhibit “A” Metes and Bounds for Easement Area)
(See Attached Exhibit “B” For Perimeter Survey of Easement Area)

The rights, benefits, privileges, and easements granted herein are for the purpose of the use, replacement, reconstruction, maintenance and repair, and the non-exclusive use and enjoyment of, an underground potable water line and all appurtenant facilities to transport potable water 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 and 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; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same condition as existed before such disturbance of the surface area; 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

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 proper operation, maintenance and repair to the water line and facilities.

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

EXHIBIT A - (Example)

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.