

**CITY OF GRIFFIN
EASEMENT AGREEMENT - EXAMPLE**

STATE OF GEORGIA,
SPALDING COUNTY,

GRANTOR:

TAX MAP NO.:

EASEMENT AGREEMENT

THIS INDENTURE made this ____ day of _____, 2005 between _____ hereinafter called the Grantor, as Party of the First Part, and the CITY OF GRIFFIN (hereinafter called the Grantee), as Part of the Second Part.

WITNESSETH:

1. That the Grantor for and in consideration of the sum of (dollar amount) AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of this instrument, has granted, bargained, sold and conveyed unto the Grantee, its successors and assigns, a perpetual (permanent) easement of _____ (feet or square feet) and the right to construct, operate and maintain a sanitary sewer line(s) within, upon and across Grantor's property as shown in Exhibit "A" attached hereto and made a part hereof.

Together with the rights of access to any sanitary sewer line constructed therein and the right of ingress and egress on, over and through the permanent easement. Grantee shall have the right to maintain said permanent easement strip clear of trees, undergrowth and brush in the event that Grantor or Grantor's assigns fail to do so.

2. Grantor covenants and agrees that Grantor will not impound water or construct building, structures, engineering works, embankments, or other obstructions of any type whatsoever on the above described permanent easement strip except as listed herein under SPECIAL CONDITIONS. Grantor agrees to leave Grantee's sanitary sewer line(s) undisturbed as to location and depth.

These covenants and agreements shall be covenants running with the land and shall be binding on the Grantor, its heirs, successors and assigns. After the sanitary sewer line(s) have been installed, Grantee shall not be liable for damages caused on the easement by keeping said permanent easement clear of trees, undergrowth, brush, building, structures, engineering works, embankments, and obstructions in the exercise of its rights granted herein



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3. After any construction, repair or maintenance by the Grantee, Grantee shall reseed with grass any portions of said easement strip covered with grass prior to such construction, repair, or maintenance and will replace any pre-existing improvements damaged during the construction, repair or maintenance which are permitted by Grantee pursuant to the preceding paragraph, excepting trees and other deep rooted vegetation. Except for any above ground manholes and manhole covers: any sanitary sewer pipeline to be constructed by the Grantee across any portion of the above described easement strip shall, at the time of construction thereof, be buried to such depths as will not interfere with Grantor's subsequent use of said property for normal landscaping purposes.

4. Delay of Grantee in the use of exercise of any right or easement hereby granted, or in laying or installing the sanitary sewer line(s) in or along said easement shall not result in the loss, limitation or abandonment of any of the rights, title, interest, easement or estate hereby granted. The rights herein granted are divisible and assignable in whole or in part. The terms, covenants and provisions of this easement shall extend to and be binding upon the heirs, executors administrators, personal representatives, successors and assigns of the parties hereto.

5. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the Grantor and hereunto set his hand and affixed his seal the day and year written.

Sworn to and subscribed before me

This ____ day of _____, 2005.

Witness

Notary Public