

After recording, please return to:
Forsyth County Capital Projects
514 West Maple St.
Suite 504
Cumming, GA 30040

STATE OF GEORGIA
COUNTY OF FORSYTH

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that as of the _____ day of _____, 2024, the undersigned _____, (herein called "Grantor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto FORSYTH COUNTY WATER AND SEWERAGE AUTHORITY, a political subdivision of the State of Georgia (herein called "Grantee"), a perpetual and exclusive (subject to limitations below) right, privilege and easement (herein called the "Easement") in, to, across, over, upon, under and through the lands of Grantor located in Land Lot(s) _____ of the _____ District and 1st Section of Forsyth County, Georgia (herein called the "Land") being more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of certain underground and/or above-ground utility installations (hereinafter the "Installations"), for the purposes of channeling or distributing water, sewage, reuse water or treated effluent, storm water runoff, and such other substances as the Forsyth County Department of Water and Sewer, or its successor, may find it expedient to manage, treat, distribute, provide, sell, or dispose of, together with the right of entry into and upon the Land for the purpose of effecting the foregoing rights, privileges and easements, and for the purpose of empowering the Forsyth County Department of Water and Sewer to permit the installation and maintenance of other public utilities.

Grantee's rights, privileges, and easements shall be exercised on the following terms and conditions:

1. The Installations shall be maintained within the location of the Land as shown and/or described on Exhibit "A". Grantee shall have the right, but not the obligation, to operate, repair, replace, and maintain continuously the Installations on the Land. Temporary construction easements, if applicable, shall be utilized to facilitate construction and installation within the areas designated for such purpose on Exhibit "A," and shall become effective upon the beginning of construction of the project and shall expire upon completion and acceptance of the project by Forsyth County.

2. Any relocation of the Installations as may be requested by Grantor shall be made at Grantor's expense, provided Grantee, in its sole discretion, approves the relocation.
3. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Land or that may hereafter be placed on the Land by Grantor or any other person or entity.
4. Grantee shall have the right, when required by law, governmental regulation, or necessity, to conduct scientific or other studies including but not limited to environmental, geotechnical, and archaeological studies on or below the Land.
5. The Easement granted herein is exclusive, with the following limitations: (a) the Land may be crossed at a ninety degree angle by other public or private streets and utilities, sidewalks, paving and parking areas, provided they are not inconsistent with the rights granted to Grantee herein, all applicable local, state and federal laws, ordinances and regulations are complied with, and provided that any proposed grading (cut or fill) does not impact the Installation; (b) the surface of the Land area may be used by Grantor, its successors and assigns, for landscaping, provided no trees are planted thereon, and provided the subsurface is not penetrated to a depth greater than one foot below the surface, and provided that no irrigation systems are installed on the Land, and further provided such uses are not inconsistent with the rights granted Grantee herein and are approved in writing by the Grantee. By way of example and without limitation of Grantee's control, no structures other than fences (which shall not exceed eight [8] feet in height) may be erected upon the Land. Any fences so erected shall be of a type that could easily be removed should maintenance of the Installation be required (stone or brick fences are examples of types that are not permitted), must be gated sufficiently to enable the passage of service vehicles along the Land area, and must be approved in advance in writing by the Grantee. Furthermore, no grading (cut or fill) may be done within the Easement, without written approval from the Grantee.
6. If any driveway, parking lot, street or road located on the Land and permitted pursuant to Paragraph 5 hereof is damaged or removed as a result of the construction, installation or repair of the Installations by Grantee, it shall be a condition of the Easement granted herein that Grantee shall, at its sole cost and expense, repair, restore or replace such driveway, street or road to the condition in which it existed immediately prior to such construction or repair.
7. After the completion of any repair, maintenance or replacement of the Installations, it shall be a condition of the Easement granted herein that

Grantee shall leave the Land in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas and seeded grass areas which may have been disturbed by such work are restored to their former condition as nearly as practicable.

The terms and conditions hereof shall be binding upon, and inure to the benefit of the successors and assigns of Grantee and Grantor.

TO HAVE AND TO HOLD said Easement perpetually unto Grantee, its successors and assigns, the right, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the covenants herein set forth.

IN WITNESS WHEREOF, Grantor has executed and delivered this Utility Easement under seal as of the day and year first above written.

[INSERT GRANTOR NAME]

Signed, sealed, and delivered this
_____ day of _____
in the presence of:

_____ (SEAL)
By: _____
Name/Title: _____

Witness

Notary Public
My Commission Expires:

Approved by Forsyth County Department of
Water and Sewer:

Name/Title: _____