

PROJECT NAME: _____

EASEMENT

GEORGIA, GWINNETT COUNTY

THIS INDENTURE, made this ____ day of _____, 201____, between _____, hereinafter referred to as party of the first part, and _____, hereinafter referred to as the party of the second part.

WITNESSETH: that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, an easement for the purpose of locating, constructing, installing additional lines, maintaining, repairing, replacing and relocating within same sewer and/or water lines and their appurtenances within said easement being described as to width in Attachment "A". Said Attachment shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to said easement for the purposes previously stated.

The said easement being more particularly defined as a portion of that property in Land Lot ____ of the ____ Land District, being described by the tax parcel _____ of Gwinnett County, Georgia, for sanitary sewer and water lines as shown on the attached plat labeled as Attachment "A" prepared by _____ and dated _____.

In addition hereto, party of the first part grants and conveys to party of the second part, a temporary construction easement being described as to dimensions in Attachment "A" and provided further that all rights in and to said temporary construction easement shall immediately cease and terminate _____ months from the date of execution of this document.

The party of the first part does hereby covenant with party of the second part that he is the owner of record and is lawfully seized and possessed of the property above described, and he has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and that he will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the permanent easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed, and delivered
in the presence on the _____ day
_____, 201____,

By: _____ (seal)
(Signature) _____, Title

in the presence of

(Print Name)

Unofficial Witness

Attest: _____ (seal)
(Signature) _____, Title

(Print Name)

Notary Public