



**REQUEST FOR ENCROACHMENT INTO \_\_\_\_\_ EASEMENT**

I (We), \_\_\_\_\_, Owner(s) of property described as Tax Parcel # \_\_\_\_\_, address \_\_\_\_\_, project name \_\_\_\_\_, do hereby request that Gwinnett County:

Allow an **encroachment** into the \_\_\_\_\_ easement are as described in the attached documents.

(Encroachment Agreement Form is required.) Include an 8 ½ x 11 or 8 ½ x14 exhibit which clearly depicts the nature of the encroachment, with profile, if pertinent.

Upon approval, I (we) will execute the Encroachment Agreement Form and /or other necessary documents required by the County.

Signed: \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

**Action taken by Department of Water Resources:**

\_\_\_\_\_ Request approved

\_\_\_\_\_ Request approved but with following conditions and/or stipulations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Request denied

Reason(s) \_\_\_\_\_

**Action Approved by:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Division Director, Infrastructure Support

\_\_\_\_\_ Date: \_\_\_\_\_  
Section Manager, Field Operations

\_\_\_\_\_ Date: \_\_\_\_\_  
Real Estate Specialist/DOSS

Project Name \_\_\_\_\_

**ENCROACHMENT AGREEMENT**

Re: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT OF \_\_\_\_\_ OF THE \_\_\_\_\_th DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING FURTHER DESCRIBED AS GWINNETT COUNTY TAX PARCEL NUMBER \_\_\_\_\_

The undersigned owner(s) of the described property, in consideration of one dollar (\$1.00) and other good and valuable considerations, paid and received, hereby agrees as follows:

1.

The undersigned owner(s) of the above described property hereby enters into the agreement to exchange for the acceptance by Gwinnett County of an encroachment into the existing \_\_\_\_\_ Easement located on the above described property.

The encroachment consists of \_\_\_\_\_ as shown on the attached exhibit "A". The owner(s) further acknowledges that this situation is not the fault of Gwinnett County and the undersigned owner(s) agrees to indemnify and hold harmless Gwinnett County or it's agents against all hurt, personal injury, personal property loss and/or damage caused by Gwinnett County's maintenance, repair, replacement or relocation of the line, the mechanical failure of the line, or the settling of soil, to and including, but not limited to any retaining walls, parking lots, parking decks, structures, footings, plantings, and/or any other improvements encroaching into the area of or near the \_\_\_\_\_ line easement and/or \_\_\_\_\_ line.

2.

In the event Gwinnett County, State of Georgia, (through the elected officials, administrators and /or employees of the same) find it necessary to relocate the existing sewer line due to the encroachment, the undersigned hereby agrees to pay any and all expenses related thereto and further agrees to the relocation of said line and the easement at the discretion of Gwinnett County.

3.

This agreement is a covenant running with the said property, and shall have perpetual duration.

4.

This agreement shall be binding on the heirs, representatives, successors and assigns of the undersigned.

IN WITNESS whereof, the undersigned affixes \_\_\_\_\_ hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Owner:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name