



After Recording, Return One Original to:

DeKalb County
Engineering Services
330 West Ponce De Leon, 2nd Floor
Decatur, GA 30030

**DEKALB COUNTY
PERMANENT WATER AND SEWER EASEMENT
(WHEN INSTALLED BY DEVELOPER)**

PROJECT NAME: _____

MAP REFERENCE NUMBER: _____ (the "Property")

HANSEN APPLICATION NUMBER: _____

THIS INDENTURE entered into this ____ day of _____, _____, by and between

("Grantor")

and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia.

("Grantee")

WITNESSETH:

That for and in consideration of TEN AND NO/100ths DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, said Grantor has granted and hereby grants to Grantee, its successors and assigns, the following easements, rights and privileges (collectively called the "Easement"):

1. A _____ ft. wide permanent/perpetual easement over, under, through and across that portion of the property of Grantor located in Land Lot(s) _____ of the _____ District of DeKalb County, Georgia (the "Permanent Easement Area") as more particularly described in Exhibit "A" – Legal Description attached hereto and as depicted on the "Easement Plat" attached hereto as Exhibit "C" for purposes of owning and operating a Water and Sewer System, including but not limited to, the construction, installation, excavation, operation, inspection, testing maintenance, renewal, rebuilding, use, repair, alteration, reconstruction, upgrade and any and all

other activities directly or indirectly related to the provision of water and sewer services to the residents of DeKalb County (the "Lines");

2. A _____ ft. wide temporary construction easement over, under, through and across that portion of the property of Grantor located in Land Lot(s) _____ of the _____ District of DeKalb County, Georgia (the "Temporary Easement Area") as more particularly described in Exhibit "B" – Legal Description attached hereto and as depicted on the Easement Plat for the construction and installation of the Lines. The Temporary Easement shall expire upon the completion of the Project.

3. A non-exclusive perpetual easement from time to time of free access, ingress and egress to and from the Permanent Easement Area and the Temporary Easement Area (collectively, the "Easement Area") on, over and through the Property.

4. A non-exclusive perpetual easement from time to time to go on, over and through the Property and the Easement Area to inspect and survey the Property and Easement Area.

5. The right to cut, remove, clear and keep all trees, branches, undergrowth, and other obstructions or Inconsistent Use (as hereinafter defined) from the Easement Area as Grantee may deem necessary from time to time for the use of the Easement and for the safe operation and maintenance of and access to the Lines.

Except as set forth in that certain Maintenance Guarantee dated _____, _____ executed by Grantor, upon the completion of the initial installation and construction of the Lines by Grantor, the excavation, maintenance, repair and/or replacement of the Lines shall be done at the sole cost and expense of Grantee, shall be conducted with as little inconvenience to Grantor or Grantor's tenants (if any) as is consistent with reasonable progress, and the Easement Area shall be restored to a reasonably clean and good condition upon completion of the work. Grantor hereby waives for their heirs, successors and/or assigns, any and all rights to any further compensation or claim for damages on account of the work contemplated herein.

Grantee is hereby entitled to the use of the Easement Area for the Easement specifically permitted herein, and any use or activity by any other party that is inconsistent with the permitted uses of Grantee is strictly prohibited. Construction of any buildings or other structures on, or any grading, digging, or filling of the Easement Area shall not be permitted without the express written consent of Grantee. In the event Grantee discovers any use of the Easement Area by any party other than Grantee that interferes with or is inconsistent with Grantee's permitted uses hereunder (the "Inconsistent Use"), Grantee shall notify Grantor in writing. Upon receipt of such written notice, Grantor may, but shall not be required to: (i) cause the Inconsistent Use to be immediately discontinued, and (ii) remove all obstructions from the Easement Area, including, without limitation, all facilities, buildings, and other structures, associated with the Inconsistent Use, to the extent necessary to avoid interference with Grantee's permitted use of the Easement Area. In the event Grantor does not cause removal of the Inconsistent Use within thirty (30) days after receipt of written notice from Grantee, Grantee shall have the right to remove such Inconsistent Use and all costs and expenses associated with discontinuing such Inconsistent Use and removing any obstructions shall be borne by Grantor and/or the party engaged in such Inconsistent Use. Notwithstanding the foregoing, in the case of an emergency, Grantee shall have the right to immediately remove the Inconsistent Use without prior notice to Grantor, such removal being at Grantor's and/or the party engaged in such Inconsistent Use cost and expense.

Grantor does hereby agree to release, hold harmless and indemnify Grantee from any and all claims and causes of action of any nature by the holders of any mortgage or lien on the Easement Area. Grantor hereby accepts as full and final compensation the sum paid to Grantor as consideration for the property interests acquired by Grantee herein and accepts said sum as the owner of the Easement Area and on behalf of any and all

mortgage or lien holders. Grantor hereby warrants that Grantor has the right to sell and convey said easement and binds themselves, and their heirs, successors and/or assigns forever to defend by virtue of these presents. The provisions of this instrument shall run with and bind the Easement Area and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and/or assigns and shall be and remain in effect perpetually.

This instrument supersedes all prior discussions and agreements between Grantor and Grantee and contains the entire agreement between the parties with respect to the Easement and other matters described herein. In the event Grantee currently has any other easement or easements pertaining in whole or part to the Easement Area, then the provisions of such other easements and this instrument shall be cumulative; provided however, in the event of any conflict between the terms of this instrument and the terms of any other easements, the terms of this instrument shall apply.

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

Signed, sealed and delivered
in the presence of:

(GRANTOR)

Unofficial Witness

By: _____

Notary Public

Name: _____

My commission expires: _____

Title: _____

Signed, sealed and delivered
in the presence of:

(GRANTOR)

Unofficial Witness

By: _____

Notary Public

Name: _____

My commission expires: _____

Title: _____

DO NOT WRITE BELOW THIS LINE – DEKALB COUNTY STAFF ONLY

Initial

_____ **Standard Form Confirmed By Staff**

_____ **Legal Description and Easement Plat Reviewed and Attached**

_____ **Recording Fees Collected (\$10 first page, \$2 for every additional page)**

Development Staff Reviewer

Date: ____/____/____

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Temporary Easement Legal Description

EXHIBIT "C"

Easement Plat