
Please return to:

**Bryan County Board of Commissioners
Attn: Clerk to Commission
PO Box 430
Pembroke, GA 31321**

WATER AND SEWER UTILITIES EASEMENT

THIS INDENTURE is made as of the ____ day of _____, 20__, between _____, (“Grantor”), and **BRYAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Grantee” or “County”).

WITNESSETH:

WHEREAS, as set forth herein, Grantor desires to grant and convey and Grantee is willing to accept certain easement rights over a portion of real property owned by Grantor and being described at Exhibit “A”, attached hereto and incorporated herein by reference (the “Easement Area”);

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. Grant of Easement for Utilities:

- a. Grantor hereby grants and conveys to and for the benefit of Grantee a perpetual, exclusive easement over, under, across, and through the Easement Area for the location, installation, construction, use, maintenance, relocation, replacement, and repair of water and or sewer lines, valves, access roads, ditch or creek crossings and related equipment and facilities (hereinafter referred to as “Water/Sewer Facilities”) in the Easement Area.
- b. The grant of easement rights herein includes the right at all times deemed necessary by Grantee for representatives of the Grantee to access said Easement Area across other property of Grantor upon which the Easement Area is located for the purpose of

exercising the rights herein granted. The failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time-to-time to exercise any or all of same.

- c. Grantor warrants that no building, shed, mobile home, fence, swimming pool or other such structures, or any crops, trees or large shrubs shall be erected or planted within the Easement Area. No other utility shall be installed within three feet of any existing County Water/Sewer Facilities or permitted within the Easement Area that interferes with the operation and maintenance of the Water/Sewer Facilities, and no fill material or paving shall be placed within the Easement Area unless permitted in writing by the Grantee. Any structure or fill material placed upon, or vegetation planted within the Easement Area in contradiction herein shall be removed at the property owner's expense.
- d. In the event a building or other structure should be erected within the Easement Area, no claim for damages shall be made by the Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said Water/Sewer Facilities, or any accident or mishap that might occur therein or thereto.

2. Maintenance:

The Grantor, as the owner of the Easement Area, shall be responsible for the daily maintenance of the Easement Area, including the right to cut away and keep clear of the Water/Sewer Facilities, any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Water/Sewer Facilities, or interfere with its proper operation or maintenance. Except as herein provided, in the event it is necessary to perform excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement of or to the Water/Sewer Facilities as described above, the Grantee shall, at its expense, perform such work; provided, however, the Grantee shall not be responsible for full restoration of the Easement Area to its original condition.

3. Limitation of Easement Rights:

The Grantor does not convey fee simple title to the Easement Area, but merely grants the rights, privileges and easement herein above set out. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

4. Encumbrances:

Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances affecting title to the Easement Area and that Grantor shall at its cost and expense obtain any subordinations, releases or quit claims to the County. Grantor warrants that it is legally qualified and entitled to grant the easement herein with respect to the lands hereby described.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed by their duly authorized officers with corporate seal affixed, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expires:

(NOTARY SEAL)

GRANTOR:

By: _____

Name: _____

Title: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expires:

(NOTARY SEAL)

GRANTEE:

BRYAN COUNTY, GEORGIA,
a political subdivision of the State of Georgia

By: _____
Carter Infinger, Chairman of the Bryan
County Board of Commissioners

Attest: _____
Lori Tyson, County Clerk

EXHIBIT "A"

Easement Area