

EASEMENT AGREEMENT

GEORGIA, WALTON COUNTY

THIS EASEMENT AGREEMENT entered into this ____ day of ____, 20__, by and between _____, (hereinafter “Grantor”) of said state and county, and the City of Loganville (hereinafter “City”), a municipal corporation of the State of Georgia.

WHEREAS, Grantor desires to grant City a temporary construction and perpetual utility easement in, to, over, under, along and across that portion of Grantor’s property more particularly described in Exhibit A for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of utility lines including but not limited to utility pipelines.

WHEREAS, Grantor warrants that it is the sole legal owner of the property described in Exhibit A and has the authority to execute this Agreement.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, and other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor does grant, bargain, and convey to the City and to its successors and assigns the right, title, and privilege of a temporary construction and permanent utility easement through the property located in Parcel No. _____, Deed Book _____, page _____, Plat Book _____, page _____ of the Walton County, Georgia records (hereinafter “Grantor’s property”), more particularly described in Exhibit A and as follows:

A ____ foot temporary construction and permanent utility easement along the the property as shown on the utility easement prepared by _____, dated _____ 20____, and attached hereto as Exhibit A.

2. **Encumbrances.** Grantor does hereby represent and warrant to City that there are no security deeds, mortgages or other security interests presently encumbering the property identified in Exhibit A that would prevent the granting of the easements herein or that would impair any of the rights granted to City in connection with this Agreement. All future security deeds, mortgages, easements or encumbrances of any kind which are placed by Grantor or subsequent owners on the property identified in Exhibit A shall be made expressly subordinate and subject to the easements and rights granted by Grantor to the City in this Agreement.

3. **Covenants running with the land.** The easements herein granted, and the agreements contained herein, shall be easements running with, appurtenant to, and burdening the property identified in Exhibit A, including without limitation all subsequent owners of the property and all persons claiming under them.

4. **Modification or amendment.** No provision of this Agreement may be released, subordinated, modified, rescinded or amended in whole or in part without the written consent of all parties hereto.

5. **Governing law.** This Agreement shall be construed in accordance with the laws of the state of Georgia.

6. **Entire agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the easements described herein, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

7. **Severability.** If any phrase, clause, sentence, paragraph or selection of this Agreement shall be held invalid or unconstitutional by a court of competent jurisdiction of this state or the United States, such adjudication shall in no way effect any of the remaining provisions hereof, all of which shall remain in full force and effect.

8. **Counterparts.** This Agreement may be executed in counterparts and each counterpart shall be considered an original but all such counterparts together shall be considered only one document.

9. **Waiver of damages.** Grantor hereby waives for itself, its heirs, and assigns all rights to any further compensation or claim to damages on account of construction, maintenance, or use of the easements granted herein by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF LOGANVILLE

ATTEST

By: _____
City Manager

By: _____
City Clerk

(CITY SEAL)

By: _____

Grantor

Notary Public