

# UTILITY EASEMENT

## STATE OF GEORGIA COUNTY OF BARTOW

IN CONSIDERATION of the mutual benefits and detriments to the parties hereto, the undersigned Grantor(s) do(es) hereby grant, bargain, sell and convey to the CITY OF EMERSON, GEORGIA, its successors and assigns, a 20-foot **PERPETUAL UTILITY EASEMENT** with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove any utility lines, manholes and any other required equipment, designated as "Utility Easement" over, across, in and through the lands of the undersigned situated and described as follows:

All that tract or parcel of land lying and being in Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section, Bartow County, Georgia, and being more particularly described in plat of survey prepared for \_\_\_\_\_, by \_\_\_\_\_ Land Surveyors, dated \_\_\_\_\_ and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Bartow County records; said plat is hereby incorporated herein and made a part hereof by reference thereto.

together with the right of ingress and egress over the adjacent land of the undersigned, their heirs, successors or assigns, for the purpose of this easement.

During the period of construction, required future maintenance or reconstruction, said easement shall be enlarged to such reasonable width as to facilitate the operation, repair, or installation of equipment, after which installation, repair or reconstruction, the width of said easement shall be reduced to twenty (20) feet, and the CITY OF EMERSON, GEORGIA shall, as soon as practicable, restore the condition in which said land was before construction or repair, insofar as reasonably possible, without expense to the undersigned; **provided however**, the CITY OF EMERSON shall not be responsible for any shrubbery, trees or other ornamentals planted or buildings, fences, sidewalks or other structures within said easement but shall only be responsible for reseeding the grass cover in accordance with the City of Emerson Development Regulations for water and sewer line installation.

This perpetual easement shall be twenty (20) feet in width, ten (10) feet on each side of the centerline of said pipe when laid. Grantor agrees that this is an **exclusive agreement** to the CITY OF EMERSON and no other use whatsoever may be made of said easement nor shall any shrubbery, trees, plants, buildings, fences, sidewalks or other structures be placed upon said easement without the express written consent of the City of Emerson. In the event any such shrubbery, trees, plants, buildings, fences, sidewalks or other structures be placed within said easement, Grantor will remove the same at the Grantor's sole expense.

**TO HAVE AND TO HOLD** all and singular the aforesaid rights, privileges and easements hereinabove set out to the proper use and enjoyment by the CITY OF EMERSON, GEORGIA, its successors and assigns.

**IN WITNESS WHEREOF**, the undersigned has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Notary Public)

My commission expires:

\_\_\_\_\_