
(Above the Line Reserved for Clerk Recording Data)

Return to:
Brunswick-Glynn County Joint
Water and Sewer Commission
Attn: Jimmy Junkin, Exec. Dir.
1703 Gloucester Street
Brunswick, GA 31520

**STATE OF GEORGIA
COUNTY OF GLYNN**

WATER AND SEWER UTILITIES EASEMENT

THIS WATER AND SEWER UTILITIES EASEMENT grant and dedication, made and entered into this _____ day of _____, 20____, by and between ___*[insert co. name]*___, a *[insert bus. designation/State auth.]*___, (hereinafter referred to as the “Grantor”) and the **BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION**, a body corporate and politic and a public corporation, established by a Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the “Grantee”).

WITNESSETH:

For and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto said Grantee, its successors and assigns, a perpetual easement and right to

construct, reconstruct, install, locate, relocate, maintain, repair, replace and use water lines, sanitary sewer lines, valves, manholes, such other lines Grantee deems necessary for water and sewer service, and related equipment and facilities over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE.**

1. Grant of Easement for Utilities:

a. Grantor hereby transfers and conveys an easement in and to all property described in Exhibit "A" for the location, maintenance, and repair of water lines, sanitary sewer lines, valves, manholes, access roads, ditch or creek crossings and related equipment and facilities (hereinafter referred to as "Water and Sewer Utilities") in the Easement Area.

b. The grant of this easement includes the right at all times for representatives of Grantee to enter upon said Easement Area for purposes described herein, including the right to cut away and keep clear of Water and Sewer Utilities any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Water and Sewer Utilities or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to herein for the purpose of exercising the rights herein granted; provided, that 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. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

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 over the Water and Sewer Utilities nor within the boundary of the Easement Area as stated

herein; that no other utility shall be permitted within the Easement Area that interferes with the operation and maintenance of the Water and Sewer Utilities; that no fill material or paving shall be placed within the Easement Area unless permitted in writing by the Grantee; and, that any structure/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 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 and Sewer Utilities or their appurtenances, or any accident or mishap that might occur therein or thereto.

2. Maintenance: Except as hereinafter provided, that in the event excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement are necessary to the Water and Sewer Utilities, or equipment and 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 match the original condition.

3. Limitation of Easement Rights: The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.

4. Encumbrances: Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows:

_____ which is recorded in the office of the Superior Court real property records of Glynn County in Book _____ at Page _____ and that Grantor is legally qualified and entitled to grant the easement herein with respect to the lands described.

TO HAVE AND TO HOLD the above described water and sewer easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by an means or ways, dispute the perpetual easement right of the Grantee to the use of said easement.

IN WITNESS WHEREOF, the said Grantor has set their hand and affixed their seal of the undersigned and delivered these presents on this the day and year first above written.

[INSERT NAME OF GRANTOR]

By: _____

Its _____

ATTEST:

By: _____

Its _____

(CORPORATE SEAL or SEAL OF ENGINEER)

Unofficial Witness

Signed, sealed and delivered on this _____ day of _____, 20____, and in the presence of:

NOTARY PUBLIC
My Commission Expires: _____
(NOTARIAL SEAL)