

**NEWTON COUNTY WATER AND SEWERAGE AUTHORITY
PERMANENT WATER / SEWER EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF GEORGIA
COUNTY OF NEWTON

THIS GRANT AND CONVEYANCE OF EASEMENT (the "Easement") is made and executed the _____ day of _____, 20_____, by and between _____ (the "Grantor"), and the **NEWTON COUNTY WATER AND SEWERAGE AUTHORITY**, a political subdivision of the State of Georgia, herein called the Grantee.

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Land Lot(s) _____ of the _____th Land District of Newton County, Georgia, said property also described as Tax Parcel No. _____, and / or street address _____, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), showing the dimensions of this easement; and,

WHEREAS, the Grantee, in order to construct and maintain adequate infrastructure for the benefit of its water and sewer system, its customers, and for the benefit of the citizens of Newton County, must acquire a permanent water easement, as depicted in the Grantee's Construction Drawings entitled:

_____, and attached hereto and made a part hereof and identified in Exhibit "A". The easement covered by this instrument is for the purpose of a water main(s), hydrants, appurtenances, sewers, manholes, together with the right to go upon said land to install said water main, sewers, and facilities, to inspect, maintain, repair, add to, or replace the same, as may from time to time be necessary.

This grant of easement includes, as more particularly shows on Exhibit "A", a Permanent Water / Sewer Easement of _____ acres and a Temporary Construction Easement of _____ acres. The Temporary Construction Easement includes the right to execute certain construction over and upon the area of the easement in such manner as the Grantee may deem proper to support or accommodate the installation water / sewer line within the area of the Permanent Easement.

The Temporary Construction Easement shall become effective upon the execution of this Easement and will expire ____ (months / years)

after completion of the construction of the _____ project.

WITNESSETH, that Grantor for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee a perpetual easement over and under the property of the Grantor in across the Grantee's properties

The Grantor has the full right, power and authority to execute, acknowledge, seal and deliver this easement. This easement has been duly executed, acknowledged, sealed and delivered by the Grantor and is the legal, valid and binding obligation of the Grantor, enforceable against the Grantor, its successors and/or assigns, in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR: _____

Signed, sealed, and delivered in the presence of:

Printed Name

Printed Name

Signature

Signature

Printed Name

Signature

Signed, sealed, and delivered in the presence of

Witness

NOTARY PUBLIC
My commission expires: