

City of Covington
Attn: S. Walden
2194 Emory St, NW
Covington, Ga 30014

UTILITY EASEMENT

THIS UTILITY EASEMENT AGREEMENT ("AGREEMENT") is made as of this _____ day of _____, 201____ by and between _____ ("Grantor") and the **CITY OF COVINGTON, GEORGIA**, a Georgia municipality ("Grantee").

WITNESSETH:

WHEREAS, the property burdened by the easement herein conveyed is that real property of Grantor more particularly described at Deed Book _____, Page _____, Office of the Clerk of the Superior Court of Newton County, Georgia;

WHEREAS, the Grantor desires, subject to the terms hereof, to create and grant an easement over and on a portion of said property for the benefit of the Grantee.

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable considerations, the receipt, adequacy, and legal sufficiency of all of which hereby are acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true, correct, and incorporated herein.
2. Grant of Easement. Grantor hereby creates, establishes, declares, conveys, grants, and warrants unto the Grantee and its successors and assigns, a non-exclusive easement, license, right, and privilege for the installation, construction, repair, patrol, replacement, operation and maintenance of electric, gas and communication lines as owned and operated by the City of Covington including, but not limited to, the rights to, from time to time, construct, operate, maintain, renew and rebuild overhead and underground electric distribution and communication lines, above ground and below ground gas pipes, together with necessary or convenient towers, frames, poles, transformers, wires, manholes, conduits, fixtures, appliances, protective wires and devices in connection therewith and related appurtenances and facilities (all being hereinafter referred to as the "Facilities") through, over, and upon the Easement Area, as hereinafter defined, and for the purpose of ingress and egress to and from the Facilities, together with the right of Grantee to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Grantee together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes above described, including the right of ingress and egress to and from the Easement Area over lands of the Grantor and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on said property or that may be placed upon said property by the Grantor or any other person. Grantee shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above. Grantee shall also have the right to install, maintain and use anchors or guy wires on lands of the Grantor adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Area.
3. Easement Area. The Easement Area, with exception to service lines or otherwise described on an exhibit attached hereto, shall be a strip across said property fifteen (15') feet each side of the centerline of any overhead



lines and ten (10') feet each side of the centerline of any underground lines or edge of ground mounted apparatus of Grantee upon said property.

4. Conditions/Limitations.

(A) The Grantee hereby agrees and binds itself to restore the existing condition of the Easement Area in a timely and professional manner whenever it is necessary to disturb the Easement Area in exercising its rights hereunder.

(B) The Grantee shall be responsible for all maintenance of the Easement Area, including, without limitation, maintaining the Easement Area in good, sanitary, and safe condition, free from public health and safety risks and danger, and in compliance with all applicable laws. Notwithstanding this paragraph, however, Grantor shall be responsible generally for the routine maintenance of all infrastructure and items above ground, such as asphalt or concrete surfaces, vegetation and curbing, and Grantee shall not be responsible for maintenance of such items, but shall be responsible for restoring such items if they are damaged by Grantee or its agents during inspection or maintenance of the Facilities. Grantor shall hold Grantee harmless for any damage to Grantor's property which may result from Grantor's property being inadequate to support the equipment and vehicles customarily used by Grantee to install and maintain the Facilities. Grantor shall indemnify and hold harmless Grantee, its officials and employees for any damage to Grantee's property or property of third parties that are neither covered for utility location in accordance with the Georgia Utility Protection Act and its successors nor marked by the Grantor within the same degree of accuracy.

(C) Grantee is a public entity and is not subject to materialman's liens. Accordingly, Grantee shall keep the Easement Area free of liens for labor or materials. Should any liens be filed against the Easement by reason of the Grantee, then the Grantee shall cause the lien to be canceled and discharged of record within a reasonable amount of time from Grantee's receipt of actual notice of said lien.

5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Grantor's property, except for the Easement Area and the rights granted herein.

6. Governing Law. The laws of the state of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7. Warranty. Grantor warrants that it is the fee simple title owner of the Easement Area and has authority to enter into this Agreement.

IN WITNESS WHEREOF, the Grantor or duly authorized representative of Grantor has hereunto set his or her hand and seal on the day and year first written.

GRANTOR

By: _____

Signed Sealed and Delivered on the ____ day

Notary Public

of _____, 201____, in the presence of:

My Commission Expires _____

Unofficial Witness

