

After recording, return to:

Department of Watershed Management
Office of Engineering Services
72 Marietta Street NW, 5th Floor
Atlanta, GA 30303
Attn: Uche Chioke

Project #: 21-193AT
Parcel Address: 1251 Fulton Industrial Boulevard NW, Atlanta, GA 30336
Property Tax ID #: 17-0268-LL0317



WATER UTILITY EASEMENT

STATE OF GEORGIA
COUNTY OF FULTON

This Agreement is made and entered into between the Grantor and the Grantee on November 29, 2022.

1. Definitions.

- (a) *Agreement* means this easement agreement.
- (b) *Easement Area* means the area of the Property containing **478** square feet, more or less, and as more particularly described in the legal description and in that certain plat shown in **Exhibit A**.
- (c) *Grantee* means the City of Atlanta, a municipal corporation in the State of Georgia, having an address at 55 Trinity Avenue SW, Atlanta, Georgia 30303 and includes any successors, and assigns.
- (d) *Grantor* means **Fulton County**, a local government entity having an address at 141 Pryor Street SW, Atlanta, GA 30303 and includes any heirs, executors, administrators, successors, and assigns.
- (e) *Installations* means water utility lines on the Grantee's side of each customer meter which may include but are not limited to water mains, water service lines, water meters, and all appurtenant facilities all or some of which may be shown on the plat in **Exhibit A** but whose final and definitive location shall become established at the completion of construction.
- (f) *Property* means the land with Fulton County Tax Parcel ID number 17-0268-LL0317, commonly known as 1251 Fulton Industrial Boulevard NW, Atlanta, GA 30336.

2. Grant of easement and other rights. For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee:

- (a) a perpetual, non-exclusive easement to construct, enlarge, extend, inspect, install, maintain, operate, relocate, repair and replace the Installations in, on, over, under, upon, across, or through the Easement Area;
- (b) the right to use the Installations to measure, channel, distribute or transport water, stormwater, sewage, reuse water, or such other liquid substances the Grantee may find necessary to manage, treat, distribute or dispose of;
- (c) the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental to the use and enjoyment of the Easement Area by the Grantee;
- (d) the right of ingress and egress over the Property to the Easement Area;
- (e) the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Easement Area, which removal is necessary or incidental to the use and enjoyment of the Easement Area by the Grantee; and
- (f) the right, when required by law, governmental regulation or necessity, to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Easement Area.

3. Grantee agreements. The Grantee agrees:

- (a) to operate, repair, replace and maintain continuously the Installations upon the Easement Area;
- (b) that any construction, maintenance, repair or other work or activities performed on or within the Easement Area by the Grantee shall be done as work of this nature is customarily done by other skilled contractors in the community; and
- (c) that after the completion of any construction, maintenance, repair or other work or activities performed on or within the Easement Area by the Grantee, the Easement Area or other parts of the Property shall be left in a clean and good condition, with all debris removed and with trenches and cuts properly filled so that all grades, paved areas, permitted landscaped and grassed areas and other permitted improvements which may have been disturbed by such work are restored to their former condition as nearly as practicable.

4. Grantor agreements. The Grantor agrees:

- (a) that no act shall be permitted on, and no encroachments or obstructions shall be placed on, over or under the Easement Area in any manner that is inconsistent with the use and enjoyment of the Easement Area by the Grantee;
- (b) to waive all right to any further compensation for the easement and other rights granted to the Grantee under this Agreement;
- (c) that it shall not be allowed any other or further relief from assessment and/or charges for utility lines installed in any street which abuts the Property, except as provided by law;
- (d) that the Installations remain the property of the Grantee or become the property of the Grantor once accepted by the Grantee; and
- (e) to provide all necessary security codes to access the Easement Area.

5. Reserved rights. The Grantor reserves unto itself all rights of ownership and use to the Easement Area not inconsistent with rights, privileges, benefits and easements granted to the Grantee under this Agreement.
6. Agreement runs with the land. The parties agree that this Agreement shall at all times be deemed to be, and shall be, a continuing covenant running with the title to the Property and shall inure to and be binding upon the heirs, executors administrators, successors, and assigns of the parties to this Agreement.
7. Miscellaneous.
 - (a) Amendment. This Agreement may not be amended except in writing and signed by each party.
 - (b) Assignment. The Grantee may assign all or any part of the easement or other rights under this Agreement.
 - (c) Counterparts. This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.
 - (d) Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.
 - (e) Governing Law. This Agreement must be construed under and enforced in accordance with the laws of the State of Georgia.
 - (f) Warranty. The Grantor warrants and covenants that it is lawfully seized and possessed of the Property, it has title to the rights above granted and that the same are free and clear of all liens and encumbrances, it has the right and power to enter into this Agreement, and it has obtained all consents necessary for entering into this Agreement.
 - (g) Recording. The Grantor warrants and covenants that it has obtained all consents necessary for recording this Agreement and the Grantor agrees to record this Agreement and provide a recorded copy to the Grantee.
 - (h) Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder of this Agreement, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part of the Agreement.
 - (i) Termination and release. This Agreement may be terminated and released from the title to the Property only with the prior written consent of all parties.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

Signed, sealed and delivered this _____ day of _____, 2022 in the presence of:

Fulton County, a political subdivision of the State of Georgia

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Witness

Attest: _____
Tonya R. Grier, Clerk to the Commission

Notary Public

[Notarial Seal]

APPROVED AS TO FORM

Y. Soo Jo
County Attorney

[Signatures continue on the following page]

Approved as to form:

By: _____
Ashley van der Lande
Attorney
Department of Law
City of Atlanta

Grantee:

By: _____
Mikita K. Browning
Commissioner
Department of Watershed Management
City of Atlanta

Signed, sealed and delivered in the presence
of:

By: _____
Witness

By: _____
Notary Public

(Notary Seal)

EXHIBIT A

Legal Description and Plat