

After Recording
Return to:
Bartow County Water Dept.
50 Nelson St
Cartersville, GA 30120

INGRESS-EGRESS, ACCESS, UTILITY AND MAINTENANCE EASEMENT

For and in consideration of the sum of one dollar (\$1.00) in hand paid, and other good and valuable considerations, [REDACTED]

[REDACTED] hereby grants unto BARTOW COUNTY, GEORGIA, hereinafter referred to as Grantee, a perpetual easement for ingress, egress, access, utilities and maintenance, over, through and across the following lands, to wit:

All that tract or parcel of land lying and being in Land Lots as shown on plat of survey prepared BARTOW COUNTY on 4/20/2022 by Edison Engineering Group and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING,

This Easement is for but is not limited to the ability of the Grantee to install, access and maintain any and all types of utilities including but not limited to electrical, gas, water, sewer, drainage, and to provide access for ingress and egress over, under and through the property conveyed and to allow maintenance of this Easement including maintenance of any and all utilities or improvements installed and used thereon.

This Easement shall be Thirty (30) feet in width and extend across parcel. Grantor agrees that this is an **exclusive agreement** to BARTOW COUNTY 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 BARTOW COUNTY. 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.

During periods of construction, required future maintenance or reconstruction, said easement shall be enlarged to Fifty (50) feet in 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 Thirty (30) feet in width, and BARTOW COUNTY, 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 County 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.

This easement herein granted shall bind the heirs and assigns of the undersigned party, and shall insure to the benefit of the successors in title of the Grantee.

WITNESS, the hand and seal of the undersigned, this the _____ day of _____, 20____.

Signed, sealed and delivered in the Presence of :

[REDACTED]

Witness

By: _____(SEAL)

Notary Public

By: _____(SEAL)

Parcel: 007

Parcel ID: 0059G-0006-004

SEWER LINE 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 BARTOW COUNTY, GEORGIA, its successors and assigns, a 20-foot **PERPETUAL SEWER LINE EASEMENT** with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove a sewer line, manholes and any other required equipment, designated as "Sewer line 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 5th District, 3rd Section, Bartow County, Georgia, and being more particularly described in plat of survey prepared for [REDACTED] by Edison Engineering Group, dated 4/20/2022 and will be recorded in 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 BARTOW COUNTY, 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 County 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 Bartow County Water and Sewer Department specifications 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 Bartow County 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 Bartow County. 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 BARTOW COUNTY, GEORGIA, its successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 20____.

[REDACTED]

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

Signed, sealed and delivered
in the presence of:

(Witness)

(Notary Public)

My commission expires:

Parcel: 007 85 HWY 293
Tax ID: 0059G-0006-004

RIGHT-OF-ENTRY

STATE OF GEORGIA

COUNTY OF BARTOW



85 HWY 293
PARCEL 007
TAX PARCEL ID 0059G-0006-004

We the undersigned, in order to expedite the **Hamilton Crossing Sewer Project**, and in consideration of the sum of one (\$1.00) to each of us in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby grant to **Bartow County**, its nominees and assignees, the right to enter upon the property set forth on the plat attached hereto as Exhibit "A" for the purpose of constructing a sanitary sewer line. This right-of-entry expires one (1) year from the date below.

Bartow County shall and does hereby agree to indemnify and save harmless and defend the undersigned from the payment of any sum or sums of money to any person or corporation on account of claims or suits growing out of injuries to persons or damage to property attributable to or arising out of the use of the above-referenced property by the County.

Signed, sealed and delivered on this the _____ day of _____ 20_____.

BY: _____ (L.S)

BY: _____ (L.S)

Witness: _____

Notary: _____



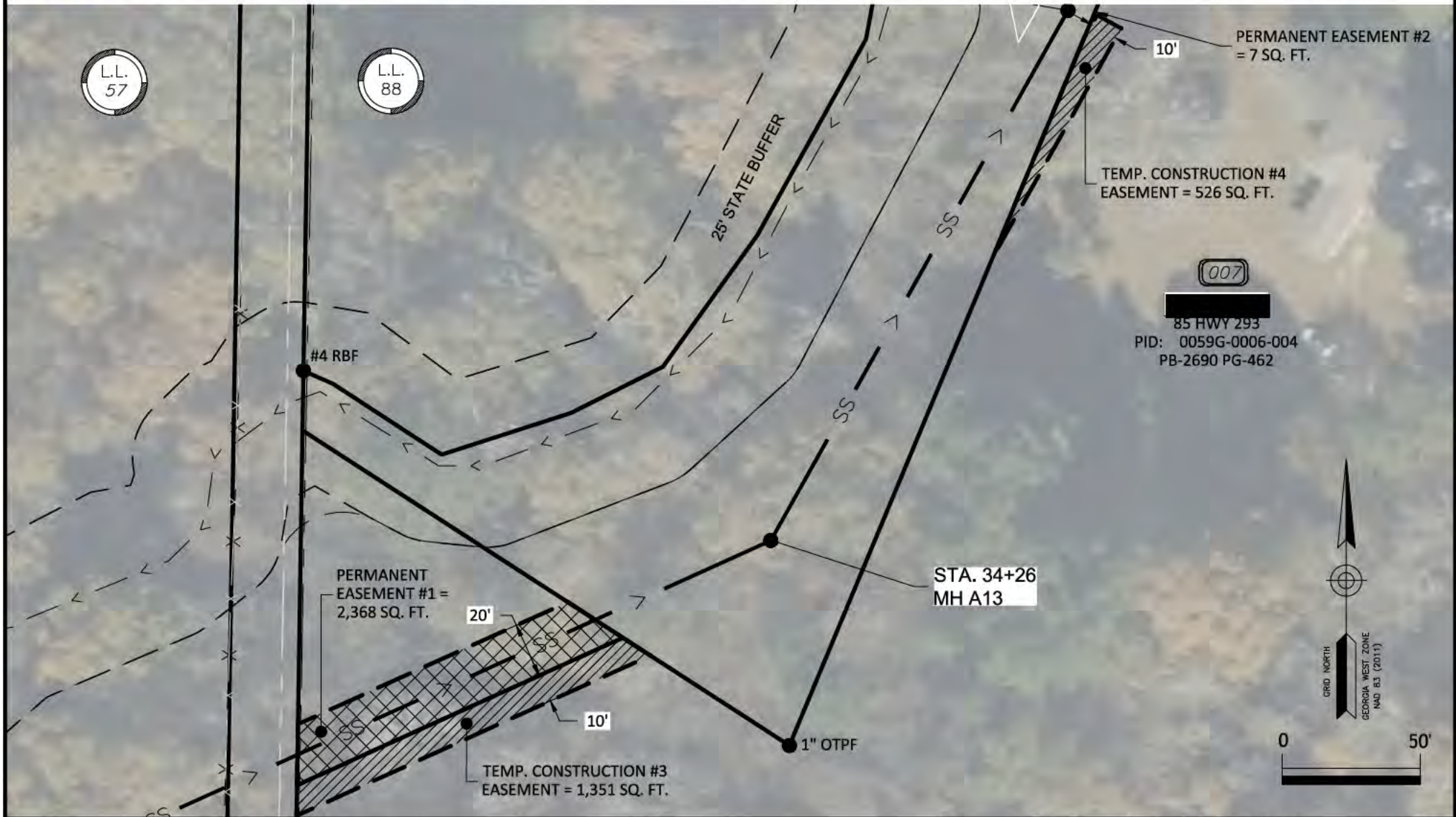
PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

TOTAL PERMANENT ACQUISITION AREA = 2,375 SQ. FT.

TOTAL TEMPORARY ACQUISITION AREA = 1,877 SQ. FT.

PARCEL 7
85 HIGHWAY 293,
CARTERSVILLE, GA 30120



007
85 HWY 293
PID: 0059G-0006-004
PB-2690 PG-462



SEWER EASEMENT EXHIBIT FOR:
BARTOW COUNTY WATER DEPT.
LAND LOT 88
OF THE 5TH DISTRICT
3RD SECTION
BARTOW COUNTY, GEORGIA

EDISON ENGINEERING GROUP
MUNICIPAL • ENVIRONMENTAL • LAND PLANNING
2203 Charles Hardy Parkway • Dallas, GA 30157
Office (770) 505-8115

#	REVISION	DATE	PROJECT NO.	1919.018
1	EASEMENT AREAS	10/26	FIELD SURVEYED:	XX/XX/XX
2	EASEMENT EDITS	12/13	DRAWN BY:	JMB
#	#	#	CHECKED BY:	TBA
#	#	#	DATE OF PLAT:	08/17/2022
#	#	#	SCALE:	1"=50'

Plot Scale: 1"=50', Drawing Rotation: 0.0', Plot Style: Survey.ctb, Plotted By: Joe Black on 12/13/2022, 10:36 AM