

P.O. Box 1087
Griffin, GA 30224



Wade Cannon
Chairman

Joseph Johnson, PE
General Manager

Conveyances to SCWSFA

Return to:

Spalding County Water and Sewerage
Facilities Authority (SCWSFA)
119 East Solomon Street
Room 100
Griffin, Georgia 30253

Project Name: _____

Project Number: _____

STATE OF GEORGIA
COUNTY OF SPALDING

CONVEYANCE(S) TO SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged, the undersigned (hereinafter called "Grantor[s]") do/does hereby give, grant, and convey to the SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, an Authority created under the laws of the State of Georgia, its successors and assigns (all hereinafter referred to as "Authority"), the easements described in Paragraph I below and the items checked under Paragraph II below:

I. EASEMENT(S)

Easement(s) area shown on Exhibit "A" is/are located in Land Lot(s) _____ of the _____ District(s), Spalding County, Georgia, and the description(s) of said easement(s) area, as shown on Exhibit "A" attached, are hereby incorporated herein and made a part of hereof by reference, together with the following:

1. A permanent and uninterrupted easement, use, liberty, and privilege of a right of way in, on, under and through the property of the undersigned for the purpose of constructing, maintaining, and operating a line or lines of water/sewer, including all appurtenant structures, as part of the water/sewer system of said Authority in the



- Easement area as described on Exhibit "A" attached hereto and in the right of way granted to Spalding County;
2. A permanent easement and right to inspect, repair, keep up, replace, maintain, and operate said line or lines and appurtenances of water/sewer pipe in and through the easement area shown on Exhibit "A" attached and the right of way granted to Spalding County;
 3. A permanent easement to lay an additional line or lines of water/sewer pipe and appurtenances thereto, from time to time, in, on, under and through the Easement area described on Exhibit "A" attached and the right of way granted to Spalding County;
 4. A permanent easement and right of ingress and egress over and across the Easement area described on Exhibit "A" attached hereto and the Grantor(s)(s') remaining property to the extent necessary to construct, install, inspect, repair, keep up, replace, maintain, and operate said line or lines of water/sewer pipe;
 5. Grantor(s) agree(s) not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement. Grantor(s) further agree(s) not to do any grading or filling within the easement area without prior written approval of the Grantee;
 6. Also, if not shown on Exhibit "A", a permanent, unencumbered and uninterrupted easement of ten (10) feet on each side of the water meter vault installed;
 7. Additional temporary construction easement(s) during all periods of construction and maintenance as described on Exhibit "A" attached hereto.



II. CONVEYANCE(S)

Conveyance of Constructed Asset(s) described as follows:

- ☐ Commercial / Industrial Water Meter, Vault and Appurtenances
- ☐ Sanitary Sewer Collection Lines and Appurtenances
- ☐ Sanitary Sewer Pumping Station and Appurtenances
- ☐ Water Line Distribution System and Appurtenances

III. WARRANTIES

With reference to the above-described assets, the Grantor(s) hereby warrant(s) to the Authority the following:

1. That the materials used in the construction of the water/sewer line or lines and appurtenances thereto are located on the easement area described in Exhibit "A" hereto or on right of way granted to Spalding County.
2. That all work performed, and materials used in the construction of the water/sewer line(s) and appurtenances thereto were performed and installed in accordance with all applicable laws, rules, regulations, and ordinances of the Authority, Spalding County, the State of Georgia, and the United States of America.
3. The title to said materials and appurtenances.
4. That all bills for labor and materials for said assets have been paid in full.
5. For a period of two (2) years from the date hereof, all labor, material, and work performed in the construction of the water/sewer system as described above.
6. That Grantor(s) has posted such security as required by the Authority to ensure compliance with all warranties.
7. To forever defend the right, title, and interest to the property and the rights conveyed unto the Authority against the lawful claims of all persons whomsoever.

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IV. WAIVER

The Grantor(s) waive(s) for his/her/their/its heirs, successors and assigns, all right to any further compensation or claim for damages due to previous, existing and additional construction, installation, inspection, repair, upkeep, replacing, maintaining, and operating of the water/sewer line or lines and appurtenances thereto, or the use of Grantor(s) property as herein stated.

Warranties and waivers contained herein shall be binding upon the Grantor(s), for himself/herself/itself/its heirs, personal representative(s), executors, administrators, successors, and assigns

IN WITNESS WHEREOF, the undersigned has set his/her/their/its hand(s) and seal(s) this _____ day of _____, 20__.

Signed, sealed, and delivered
In the presence of:

Unofficial Witness

GRANTOR

Notary Public

Grantor Printed Name

Title

My Commission Expires: _____

Signed, sealed, and delivered in the presence of:

Unofficial Witness

GRANTOR

Grantor Printed Name

Notary Public

My Commission Expires: _____

Title