

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
TITLE EXAM NOT PERFORMED

UTILITY EASEMENT

STATE OF GEORGIA COUNTY OF BARTOW

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned **BARTOW COUNTY, GEORGIA** (hereinafter “Grantor”) does hereby grant and convey unto the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as “City”), its successors and assigns, a permanent utility easement for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances, and as a permanent utility easement to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

Utility Easement

All that tract or parcel of land lying in and being in Land Lots 455 and 482 of the 4th District, 3rd Section, Bartow County, City of Cartersville, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the southerly right of way of West Cherokee Avenue (having a 43.50-foot, publicly dedicated right of way) and the westerly right of way of North Erwin Street (having a), thence leaving said right of way of North Erwin Street and continuing along said right of way of West Cherokee Avenue in a westerly direction 232.42 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence leaving said right of way of West Cherokee Avenue South 16 degrees 23 minutes 32 seconds East a distance of 78.57 feet to a point; Thence South 73 degrees 01 minutes 28 seconds West a distance of 16.67 feet to a point; Thence North 17 degrees 21 minutes 40 seconds West a distance of 15.00 feet to a point; Thence North 73 degrees 01 minutes 28 seconds East a distance of 1.92 feet to a point; Thence North 16 degrees 23 minutes 32 seconds West a distance of 63.58 feet to a point on the southerly right of way of West Cherokee Avenue; Thence

continuing along said right of way the following courses and distances: North 73 degrees 03 minutes 46 seconds East a distance of 5.24 feet to a point; North 73 degrees 03 minutes 46 seconds East a distance of 9.76 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.028 acres (1,206 square feet).

The same is more fully described on the City of Cartersville Utility Easement Exhibit of 112 & 114 West Cherokee Avenue, prepared by Adam Thomas Bratton, G.P.L.S. No. 3489, dated June 16, 2025, and filed in Plat Book 2025, Page 214, Bartow County Georgia Real Estate Records.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with City's full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure (other than as may be approved by the City in accord herewith), or drill or operate any well, locate any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by the City, which approval shall not be unreasonably conditioned, withheld and/or delayed. It is expressly understood by Grantor that crossings existing within the easement as of the date hereof will be replaced, repaved and/or restored, as applicable, by the City in a manner consistent with their current condition in the event such crossings are to be removed by the City to exercise the rights of this easement during construction.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS: N/A

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned has hereunto set its hand and seal this _____ day of _____, 2025.

Signed, sealed and delivered
in the presence of:

GRANTOR:

BARTOW COUNTY, GEORGIA

Witness

Notary Public

My Commission Expires: _____

[SEAL]

By: _____
Steve Taylor, Commissioner

Attest: _____
Kathy Gill, County Clerk