

***THIS DOCUMENT MUST ONLY BE RECORDED BY THE CITY OF JOHNS CREEK CITY CLERK OR HIS/HER DESIGNEE

Return to:
City of Johns Creek
Attn: City Clerk
11360 Lakefield Drive
Johns Creek, GA 30097

Project Name:	<i>For City Use Only</i>
Road/Street Name:	Approval Date:
Tax Parcel Identification No.:	
Land Disturbance Permit No.:	Initials:
Zoning/Special Use Permit No.:	

**STATE OF GEORGIA
COUNTY OF FULTON**

PERPETUAL SIDEWALK EASEMENT

THIS CONVEYANCE made and executed this _____ day of _____, 20____.

WHEREAS, (OWNERSHIP ENTITY/NAME AS RECORDED) desires for the City of Johns Creek to maintain a sidewalk easement on the property described below and designated as (NAME OF DEVELOPMENT).

THEREFORE, in consideration of ten dollars (\$10.00), and other value received, (OWNERSHIP ENTITY/NAME AS RECORDED), hereinafter referred to as “Grantor,” do hereby grant to the **CITY OF JOHNS CREEK**, hereinafter referred to as “Grantee,” its successors and assigns forever, the right, title and privilege of a perpetual easement of a sidewalk, constructed by the Grantor at Grantor’s own expense, within the area described as follows:

See Exhibits “A” and “B” attached hereto and made a part hereof

Grantor, in addition to the above, hereby expressly grants to the City of Johns Creek, its successors and assigns, the right to uninhibited public access, use, ingress and egress of the property described above at all times, and the right to construct, demolish, remove, repair and otherwise maintain the easement as well as all Grantee owned improvements of any nature or description, lying wholly or partially situated within the property described above.

Grantee shall be solely responsible for the maintenance, repair, restoration and replacement of any and all parts of the easement at Grantee’s expense, and shall accept all responsibility and liability of a public easement.

Grantor hereby warrants that Grantor has the right to sell and convey said land and binds Grantor, its heirs, executors and administrators forever to defend by virtue of these presents.

The Grantor releases the City of Johns Creek from any and all past, present or future claims for damages or further compensation for the acquisition of the easement and rights herein conveyed, including any claims for consequential damages to the remainder of Grantor's property, arising out of or in any way connected with the proper, non-negligent maintenance and use of the easement.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day above written.

Signed, sealed and delivered this _____
day of _____, 20_____
in the presence of:

GRANTOR: (OWNERSHIP ENTITY/NAME AS RECORDED)

Witness

By: _____

Print Name: _____

Title: _____

Notary Public, State of Georgia

By: _____

Print Name: _____

Commission Expires: _____

Title: _____

[NOTARIAL SEAL]