



EASEMENT POLICY BOOKLET

July 30, 2018

CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY EASEMENT ACQUISITION POLICY

- I. Statement of Intent. The Cherokee County Water and Sewerage Authority (“CCWSA”) is charged, among other things, with the responsibility to supply environmentally sound wastewater collection and treatment infrastructure within Cherokee County. The CCWSA understands that wastewater infrastructure facilitates higher density land use and is perceived by some to promote residential growth. The CCWSA does not build or approve extension of its wastewater collection infrastructure to promote growth. The CCWSA does build and approve extension of its wastewater collection infrastructure to serve areas of the County where wastewater collection infrastructure is necessary to protect the environment, to serve existing land-use and to serve recently approved changes in land-use.

The CCWSA constructs primary trunk wastewater collection infrastructure in order to allow individual landowners or developers of larger tracts to extend wastewater collection infrastructure to serve their properties.

The CCWSA intends this policy to govern the acquisition of easements for the purpose of construction and maintenance of wastewater collection infrastructure.

- II. Definitions
- a. *Developer* - an individual or company who wishes to create a residential, commercial, or industrial development requiring sufficient wastewater collection infrastructure.
 - b. *Development Specifications as amended on April 30, 2018* - Rules promulgated and approved by the CCWSA that govern the design, construction, and maintenance of wastewater collection infrastructure within Cherokee County.
 - c. *Easement* - a right to cross or otherwise use someone else's land for a specified purpose. For purposes of this policy, easement refers to the right to construct and maintain wastewater collection infrastructure.
 - d. *Final Construction Approval* - The approval of all easement acquisitions, infrastructure installation, surveys and/or as-built surveys, and the provision of appropriate Maintenance Bond.
 - e. *Maintenance Bond* – A bond issued by an insurance company in good standing, authorized to transact business in the State of Georgia, in favor of the CCWSA in an amount as required by the CCWSA Development Specifications. Maintenance bonds shall be issued to the CCWSA in conjunction with Final Approval for a term of 12 months and shall insure Developer’s appropriate installation of waste water collection infrastructure.

- f. *Offsite Easement* - Easements across property not owned by the developer necessary to extend wastewater collection infrastructure from the existing CCWSA wastewater collection infrastructure or trunk line to approved land development.
- g. *Onsite Easement* - Easements across property owned by the Developer necessary to serve individual structures within a larger development.
- h. *Trunk Line* - Primary gravity wastewater collection infrastructure constructed by the CCWSA along major topographic drainage basins within the County.
- i. *Upstream Easement* - Easements required to be donated to the CCWSA by developers as a condition of the approval of wastewater collection infrastructure expansion necessary to serve parcels of real property located at a higher elevation or otherwise situated to allow the economic expansion of the public wastewater collection system. Upstream easement donations are intended to prevent Developers from halting the expansion of the public wastewater collection infrastructure for economic gain.
- j. *Wastewater Collection Infrastructure* - Sewer lines, manholes, air relief valves, cleanouts, pump stations, force mains or any other apparatus necessary for the collection and transit of wastewater from a sewer service to one of the CCWSA's wastewater treatment facilities.

III. Offsite Easement Acquisition Procedures

Developers wishing to extend the public wastewater collection infrastructure to provide wastewater collection services to their development must adhere to the following procedures and requirements:

- a. Determine the availability of both wastewater collection and treatment capacity from CCWSA staff.
- b. If wastewater collection and treatment capacity are sufficient, Developer must submit initial design development plans and specifications to CCWSA staff for initial approval. The design development plans and specifications shall identify all off-site easements by property owner.
- c. Upon initial approval, Developer must execute a Developer's Agreement (a copy of which is attached hereto as exhibit "A")
- d. The Developer shall acquire easements as identified in the design development plans from the development to the approved CCWSA receiving infrastructure.
- e. The Developer shall acquire easements at its own cost and expense with the Developer as the Grantee assignable to the CCWSA upon final approval of the wastewater collection infrastructure to be constructed by Developer.
- f. The Developer must use the easement form contained within the CCWSA development specifications.
- g. The Developer must construct the wastewater collection infrastructure at its own cost and expense consistent with the CCWSA development specifications.

- h. The Developer shall obtain at its own cost and expense "As-Built" surveys of the wastewater collection infrastructure and, to the extent necessary, shall obtain a revised or new easement as a result of construction variance.
- i. Before final approval, the Developer must submit all recorded easements to the CCWSA GIS Manager for review and approval.
- j. CCWSA GIS Manager shall verify that the Developer has acquired all easements necessary to incorporate the Development into the CCWSA wastewater collection infrastructure.
- k. CCWSA GIS Manager shall obtain easement owner verification from the CCWSA's general counsel prior to final approval.
- l. Upon receipt of easement owner verification, the Developer shall execute an assignment in a form acceptable to CCWSA of all easements obtained.
- m. If the Developer is a corporation Developer shall supply an appropriate corporate resolution that authorizes the execution of the easement assignment.
- n. No wastewater flow shall be permitted through newly constructed wastewater collection infrastructure prior to final approval.
- o. The GIS Manger shall create a valuation statement of the donated easements based upon Cherokee County Tax Assessor's value data multiplied by a factor of 80%.

IV. Onsite Easement Acquisition Procedures

- a. The Developer shall submit design development plans to CCWSA staff that specifically identifies all necessary onsite wastewater collection infrastructure easements to serve the development.
- b. The Developer must use the easement form contained within the CCWSA development specifications.
- c. The Developer must construct the wastewater collection infrastructure at its own cost and expense consistent with the CCWSA development specifications.
- d. The Developer shall obtain at its own cost and expense "As-Built" surveys designating the location of all onsite wastewater collection infrastructure to be dedicated to public use.
- e. The Developer shall provide easements with the CCWSA as Grantee to the CCWSA GIS Manager. The GIS Manager shall verify that the easements comply with the design development plan and the CCWSA development specifications.
- f. CCWSA GIS Manager shall verify that the Developer has provided all easements as identified by the preliminary design development plan and/or as designated by CCWSA Staff, necessary to incorporate the development into the CCWSA wastewater infrastructure.
- g. CCWSA GIS Manager shall obtain easement owner verification from the CCWSA's general counsel prior to final approval.
- h. Upon approval by the GIS Manager, the Developer shall record all onsite wastewater collection infrastructure easements and provide the GIS Manager a copy of the "stamped filed" easements.

- i. If the Developer is a corporation Developer shall supply an appropriate corporate resolution that authorizes the execution of the easement assignment.
- j. The GIS Manger shall create a valuation statement of the donated easements based upon Cherokee County Tax Assessor's value data multiplied by a factor of 80%.

V. Upstream Easement Donations

- a. During the design development review, CCWSA staff shall designate location(s) within the development for Upstream Easement(s).
- b. The Developer shall incorporate designated Upstream Easements within the design development plan.
- c. The Developer must donate to the CCWSA all upstream easements and must use the easement form contained within the CCWSA development specifications.
- d. The Developer shall provide easements with the CCWSA as Grantee to the CCWSA GIS Manager. The GIS Manager shall verify that the easements comply with the design development plan and the CCWSA development specifications.
- e. CCWSA GIS Manager shall obtain easement owner verification from the CCWSA's general counsel prior to final approval.
- f. Upon approval by the GIS Manager, the Developer shall record all Upstream Easement(s) and provide the GIS Manager a copy of the "stamped filed" easements.

VI. Pump Station Acquisition

Some developments require wastewater collection pump stations due to topography and hydrology. Upon approval by the CCWSA Board of Directors that a pump station is necessary the following procedures are required:

- a. CCWSA staff shall designate a location or locations for the construction of necessary pump station(s). The designation shall include land area necessary for pump station operation and access. Pump station land area shall be at least 50' x 50', but in no event larger than 210' x 210'. Access may be by means of an ingress egress easement of no less than 50 feet in width. In some instances, CCWSA staff may require wider points of access and/or fee simple ownership of the access to vehicular traffic. To the extent possible public power supply shall be routed along pump station access drive however, some situations may require a separate utility easement as may be required by the public power utility.
- b. The Developer shall acquire and its own cost and expense on behalf of CCWSA fee simple ownership of the designated pump station, together the required access.
- c. The Developer shall cause to be prepared a deed in the form acceptable to CCWSA to the pump station land area, ingress and egress access, and utility access.

- d. Prior to recording GIS Manager shall obtain from CCWSA's general counsel, a title opinion and title insurance.
- e. The Developer shall correct, at its own cost and expense any uninsurable title defects as determined by CCWSA's general counsel.
- f. Upon the issuance of a title commitment the Developer shall record the deed(s) as previously approved by the CCWSAs general counsel and provide a "stamped filed" copy to the CCWSA GIS manager.

VII. Final Approval Stamp

Upon completion of all requirements of this policy and the Development Specifications the GIS Manager shall "stamp" the final plat and issue Final Approval of the development.

VIII. Future Trunk Line Easement Acquisition

The CCWSA Board of Directors, authorizes the CCWSA General Manager to designate locations and acquire Trunk Line Easements deemed necessary by reason of topography and hydrology for the future construction of Trunk Lines.

DEVELOPER'S AGREEMENT

This agreement entered this ____ day of _____, 20__ by and between the Cherokee County Water and Sewerage Authority (herein after referred to as "CCWSA") and _____ (hereinafter referred to as "Developer").

WITNESSETH

Whereas, Developer wishes to extend the public waste water collection infrastructure to serve its development, and;

Whereas, CCWSA has initially determined that there exists sufficient capacity in both the existing collection infrastructure and the treatment facility for the Developer's proposed development, and;

Whereas, CCWSA authorizes the Developer to extend the public wastewater collection infrastructure consistent with CCWSA specifications at the Developers expense.

Now therefore, for the mutual covenants flowing each to the other, the parties hereto agree as follows:

1.

Upon execution hereof, Developer is authorized to acquire necessary and needful, construction and permanent easements in accordance with the CCWSA easement acquisition policy, incorporated herein by reference.

2.

Upon CCWSA approval Developer is authorized to engineer and install appropriate wastewater collection infrastructure in accordance with the CCWSA Development Specifications, in order to extend the public wastewater collection service to Developer's property.

3.

Developer shall obtain General Liability Insurance and statutorily required Workers Compensation Insurance from insurance companies authorized to transact business in the state of Georgia with an AM Best rating of "A" or better. The General Liability Insurance shall be no less than \$2 million per occurrence and shall list the CCWSA as additional insured. If required, Workers Compensation Insurance shall be statutorily required limits. The Developer shall provide certificates of applicable insurance coverage prior to taking any actions to extend the public wastewater collection service.

4.

The obligations for Developers to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no

way limits liability of the Developer or limits the liability of Developer whether or not same is covered by insurance.

The Developer further understands and agrees that any damages that the Cherokee County Water and Sewerage Authority deems to be a result of said contract work, whether made directly by the Developer, developers contractor or a subcontractor thereof, is the sole responsibility of the Developer and will be repaired, replaced, or recompensed according to specifications in place at the time of discovery.

5.

The Developer agrees to protect, defend, indemnify, save and hold harmless CCWSA, its officials, directors, officers, employees, agents, and volunteers from and against any and all claims, demands, losses, costs, and expenses, and from and against all liability, awards, judgments, and decrees, of whatever nature for any and all damage to property of others and of the parties hereto, their officials, directors, officers, employees, agents, and volunteers, and of whatever nature for any and all injury or injuries (including death) to any person or persons including the officials, directors, agents, employees, and volunteers of the party herein, arising or in any way growing out of any of the acts or omissions whether of the Developer, the Developer's officials, directors, officers, employees, agents, and volunteers or of any tier of the Subcontractor, the tier's officials, officers, directors, employees, agents, and volunteers in connection with the performance of the work under this Contract.

This hold-harmless agreement must be signed and submitted to the CCWSA's Risk Management Department prior to commencement of work.

Developer

Date

CCWSA Representative

Date

Return to:
GIS Manager
Cherokee County Water & Sewerage Authority
PO Box 5000
Canton, GA 30114-9998

State of Georgia
County of Cherokee

ASSIGNMENT OF EASEMENT(S)

This Assignment of Easement(s) made and entered into this ____ day of _____, 20__ by and between _____, Grantor and the **Cherokee County Water and Sewerage Authority** ("CCWSA"), Grantee.

For and in consideration of one dollar (\$1), the receipt and sufficiency of which are hereby acknowledged by the parties hereto.

Pursuant to the prior approval of the CCWSA, Grantor has acquired all necessary and required utility easements to construct a public wastewater collection infrastructure. This Assignment conveys to the CCWSA ___ easements across over and through ___ parcels of real property lying and being in Cherokee County, Georgia. Copies of the assigned easements are attached hereto and incorporated herein by reference.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said property, and said property is free from all encumbrances, and that they will forever warrant and defend title thereto against the claims of all persons whomsoever.

IN WITNESS WHEREOF, said GRANTOR hereunder set his hand and affixed his seal on the date written above.

WITNESS

GRANTOR(S)

Witness (Printed Name)

Grantor (Printed Name)

Witness (Signature)

Grantor (Signature) (SEAL)

By its: _____

Sworn to and subscribed before me

This the ____ day of _____, 20 __.

Notary Public (SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the foregoing instrument to the Cherokee County Water and Sewerage Authority ("CCWSA") has been approved and accepted for assignment by an approved officer or agent of CCWSA.

Cherokee County Water and Sewerage Authority

Date _____

By: _____

ASSIGNED EASEMENT(S)

Return to:

State of Georgia
County of Cherokee

Grant of Utility Easement

This grant of easement made this _____ day of _____, 20____, from _____ of the State of _____, hereinafter called Grantor, to _____ of the State of _____ hereinafter called Grantee. Grantor and Grantee understand and acknowledge that this easement shall be assigned to the **CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY** for public use.

WITNESSETH, the Grantor for and in consideration of the sum of \$1.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee an easement and perpetual right-of-way over, upon, through, under and/or across the property of the Grantor in Land Lot(s) _____, of ___ District, 2nd Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the plat attached hereto as **Exhibit "A"** and entitled _____ (Subdivision Name, Phase, Unit and/or Pod, _____ Lot Number _____) made a part hereof showing the dimensions and location of this easement. The permanent, exclusive easement covered by this instrument is _____ feet wide, with the permission to use an additional _____ feet on both sides of the easement during construction, unless otherwise shown on **Exhibit "A"**, the center of said permanent, exclusive easement shall be the center line of the utility pipeline actually installed over, upon, unless otherwise shown on **Exhibit "A"**, through, under and/or across said lands. The easement begins and ends where the said pipeline enters and leaves the property line as indicated above, and totals approximately _____ feet in length and approximately _____ square feet.

The permanent, exclusive easement covered by this instrument is for the purpose of a water line/main, sewer line/main and/or utility installation together with the right to go upon said land to install said utility pipeline and installations with the continuous right from time to time to go in and upon said easement and to construct, install, operate, maintain, inspect, reconstruct, repair, renew, and replace therein the utility pipeline and other installations as may be necessary; also the right to clear, keep clear, remove and dispose of all undergrowth, trees and other obstructions, objects and structures on said easement, which are inconsistent with the rights of the Grantee and which may interfere with or endanger the construction, operation and maintenance of said utility line/main and other installations; also the right of ingress and egress to and from said easement over roads, if any, existing at the time for such ingress and egress, for the purpose of constructing, operating, maintaining, repairing, renewing, replacing said utility pipeline and installations. Said right of way easement may be used by the owners of said land, or their assigns, provided such use is not inconsistent with the rights conferred hereby and further that such use does not interfere with, injure or endanger said utility pipeline and other installations and the construction, repairing, renewal and replacement thereof and the uses for the purposes hereinbefore stated.

Grantor for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all construction, digging, grubbing, clearing, filling, or other earth moving or construction activities within or in the easement area conveyed herein are prohibited without the express written permission from the Cherokee County Water & Sewerage Authority.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said property, and said property is free from all encumbrances, and that they will forever warrant and defend title thereto against the claims of all persons whomsoever.

IN WITNESS WHEREOF, said GRANTOR hereunder set his hand and affixed his seal on the date written above.

WITNESS

GRANTOR(S)

Witness (Printed Name)

Grantor (Printed Name)

Witness (Signature)

Grantor (Signature)

Grantor (Printed Name)

Grantor (Signature)

Sworn to and subscribed before me

This the _____ day of _____, 20 _____.

(SEAL)
Notary Public

Return to:
GIS Manager
Cherokee County Water & Sewerage Authority
PO Box 5000
Canton, GA 30114-9998

State of Georgia
County of Cherokee

Grant of Utility Easement

This grant of easement made this _____ day of _____, 20____, from _____ of the State of _____, hereinafter called Grantor, to **CHEROKEE COUNTY WATER & SEWERAGE AUTHORITY** a political subdivision of the State of Georgia, hereinafter called Grantee.

WITNESSETH, the Grantor for and in consideration of the sum of \$1.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee an easement and perpetual right-of-way over, upon, through, under and/or across the property of the Grantor in Land Lot(s) _____, of ___ District, 2nd Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the plat attached hereto as **Exhibit "A"** and entitled _____ (Subdivision Name, Phase, Unit and/or Pod, _____ Lot Number _____) made a part hereof showing the dimensions and location of this easement. The permanent, exclusive easement covered by this instrument is _____ feet wide, with the permission to use an additional _____ feet on both sides of the easement during construction, unless otherwise shown on **Exhibit "A"**, the center of said permanent, exclusive easement shall be the center line of the utility pipeline actually installed over, upon, unless otherwise shown on **Exhibit "A"**, through, under and/or across said lands. The easement begins and ends where the said pipeline enters and leaves the property line as indicated above, and totals approximately _____ feet in length and approximately _____ square feet.

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Grantor for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all construction, digging, grubbing, clearing, filling, or other earth moving or construction activities within or in the easement area conveyed herein are prohibited without the express written permission from the Cherokee County Water & Sewerage Authority.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said property, and said property is free from all encumbrances, and that they will forever warrant and defend title thereto against the claims of all persons whomsoever.

IN WITNESS WHEREOF, said GRANTOR hereunder set his hand and affixed his seal on the date written above.

WITNESS

GRANTOR(S)

Witness (Printed Name)

Grantor (Printed Name)

Witness (Signature)

Grantor (Signature)

Grantor (Printed Name)

Grantor (Signature)

Sworn to and subscribed before me

This the _____ day of _____, 20 _____.

(SEAL)
Notary Public