

## FLOWAGE EASEMENT

### GEORGIA, GWINNETT COUNTY

THIS GRANT OF EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between \_\_\_\_\_ (hereinafter, the "Grantor"), and GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, (hereinafter, the "Grantee").

Grantor, in consideration of the sum of Ten (10.00) Dollars and No Cents, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby CONVEY, GRANT, BARGAIN and SELL to the Grantee, its successors and assigns a perpetual Flowage Easement for Surface Water Flowage (hereinafter, the "Flowage Easement") under, over, through and across the following described real estate (hereinafter, the "Flowage Easement Area"):

*(SEE Exhibit "A" attached hereto and incorporated herein)*

### RECITALS

1. The foregoing Recitals are true, correct and form a material part of this grant of Flowage Easement.
2. For or in connection with: the construction, operation, maintenance and inspection of that floodwater retaining structure known as the "**Lake Inverness Dam**" (hereinafter, the "Dam") located in Land Lots 259 and 260 of the 7th Land District, of Gwinnett County, Georgia, which Dam is further shown on Exhibit "B" attached hereto and incorporated herein, the Grantor grants the rights for the flowage, permanent storage or temporary detention of any waters that are impounded, stored or detained by said Dam.
3. The legal description of the Flowage Easement herein granted for or in connection with the construction, operation, maintenance and inspection of the Dam and the location of the Flowage Easement on the ground is as follows:

"A floodwater retarding structure with a normal pool elevation no less than 988.0 Feet of elevation, mean sea level, and a floodwater flowage up to 995.0 Feet of elevation, mean sea level, as shown on the above-described "Flowage Easement Area".
4. Within the Flowage Easement Area, the Grantee may construct, reconstruct, repair, grade and maintain the surface of said Flowage Easement

Area in a manner that will permit the free and unobstructed flow of surface water over the Flowage Easement Area.

5. The Grantor grants to the Grantee the following rights and privileges in the Flowage Easement:

A. Grantor shall not erect any structures over or within the Flowage Easement Area without obtaining the prior written approval of the Grantee's authorized representative;

B. Grantor shall not erect or cause to be placed on the Flowage Easement Area any structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Flowage Easement area without obtaining the prior written approval of the Grantee's authorized representative;

C. Grantor shall not change the grade elevation or contour of any part of the Flowage Easement area without obtaining the prior written approval of the Grantee's authorized representative;

D. The Grantee, by and through its authorized representative, shall have the right of access to the Flowage Easement Area and shall have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Flowage Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on or within the Flowage Easement Area and the right to improve, repair, and maintain the Flowage Easement Area in whatever manner necessary to provide adequate and proper drainage and to protect the public health, safety and welfare;

E. The Grantor reserves to themselves, their heirs and assigns the right and privilege to use the first above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted;

F. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations, or other rights now outstanding in third parties;

G. This Flowage Easement shall be perpetual and irrevocable, shall run with the land and shall be binding on Grantor, and Grantor's heirs, successors and assigns; and

H. Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Flowage Easement by title in fee simple AND that Grantor has good and lawful authority to convey the same.

TO HAVE AND TO HOLD the aforesaid Flowage Easement in, over and upon the first above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this Instrument on the day and year first above written.

Signed, sealed and delivered on  
the \_\_\_\_\_ day of \_\_\_\_\_,  
2007 in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
(seal)