

**State of Georgia
County of Richmond**

**AUGUSTA, GEORGIA
EASEMENT DEED**

PARCEL IDENTIFICATION NUMBER: 323-0-039-01-0 **ADDRESS:** 11 Valencia Way

THIS INDENTURE made and entered into this ____ day of _____ 2025, between **Development Authority of Augusta, Georgia**, a statutory authority existing under the laws of the State of Georgia, hereinafter referred to as Grantor, and **Augusta, Georgia**, a political subdivision under the laws of the State of Georgia, hereinafter referred to as Grantee;

WITNESSETH, that Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Grantee at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors, assigns and legal representatives an exclusive utility, access and maintenance easement in perpetuity under, across and through the hereinafter described parcel of land as follows;

An easement consisting of 29,389 Square Feet (0.67 ac.), more or less and being of variable width, of permanent utility, access and maintenance easement, shown as "Sanitary Sewer Easement 2" on a plat prepared for Augusta-Richmond County, Georgia, by Cranston Engineering, dated September 6, 2024, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of laying, relaying, installing, extending, operating, repairing and maintaining pipelines transporting and carrying utility and fiber optics services.

In addition, an easement consisting of 11,556 (0.265 ac.) Square Feet, more or less, of Temporary Construction Easement, as shown on said plat. Said temporary construction easement is granted together with the right to dig such trenches in said parcel of land as may be necessary for this pipeline, to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along and across the said parcel of land. Said temporary construction easement shall expire at the completion and final acceptance of this pipeline by Grantee; and

Grantor does also grant, bargain, sell and convey unto Augusta, its successors, assigns, and legal representatives the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

Grantor further grants unto Grantee the right to stretch communication lines, or other lines, within the easements, for the use of Grantee, its successors, assigns and legal representatives, designees and agents, upon or under said land, within said easements, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign said easements in whole or in part.

Grantor, its successors, assigns, and legal representatives after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, 1. the right to plant thereon any trees or other vegetation that may interfere with the accessing, expanding, adding, laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services; and 2. the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements (such as, but not limited to, brick, concrete, or other immovable fences/structures), within the interior area of the permanent easement or within fifteen feet (15') outside of the boundaries of said permanent easement.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Grantee, and its successors, assigns and legal representatives, in perpetuity.

And Grantor, its successors, assigns, and legal representatives shall and will forever warrant and defend unto Grantee, its successors and assigns, the rights, ways, easements, privileges and appurtenances conveyed herein, against the claim of any person or persons whomsoever.

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

Signed, Sealed and Delivered in the presence of:

DEVELOPMENT AUTHORITY OF
AUGUSTA



Witness

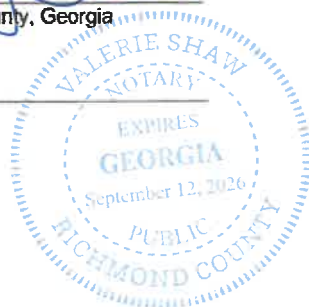
By: 

Wayne Gossage
As its Chairman


Notary Public, Richmond County, Georgia

My Commission Expires: _____

(NOTARY SEAL)



Attest By: 

Shell Berry
As Its Secretary

ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)