

STATE OF GEORGIA

WARRANTY DEED
with EASEMENT

COUNTY OF RICHMOND

In this agreement, wherever herein GRANTOR or GRANTEE is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives and assigns of the same.

THIS INDENTURE, made the _____ day of _____ in the year two thousand and twenty five, between **John Wayne Collins.**, of the State of Georgia, hereinafter referred to as the Grantor and **Augusta, Georgia**, a political subdivision of the State of Georgia, hereinafter referred to as the Grantee;

WITNESSETH

That the Grantor, for and in consideration of TEN DOLLARS (\$10.00) in hand and truly paid by the Grantee at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the Grantee the following described real property IN FEE SIMPLE, TO WIT:

All that certain tract or parcel of land, situate, lying and being in Augusta, Georgia, containing 610 Square Feet, more or less, abutting the southern right-of-way of Conner Court and being a portion of the property convey by Dave H. Poss to Grantor by Warranty Deed recorded in office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 1684 Pages 645-647. Said tract of land is marked "Fee Simple" as shown on a plat created by Augusta Land Surveying, LLC, for Grantee dated, April 28, 2025, and recorded in said Clerk's office in Plat Book 20 Page 159; to which plat reference is hereby made for a more complete and accurate description of said property, its exact location, dimensions, metes and bounds.

Grantor also grants to Grantee an exclusive, permanent utility and access easement varying in width, consisting of 4,390 Square Feet, more or less, as shown on the aforementioned plat and marked as "Proposed Permanent Sanitary Sewer Utility Easement." Said easement is granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to

stretch communication lines, or other lines, for the use of Grantee, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

Grantor also grants to Grantee the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose and any other purpose granted within this document.

Grantor further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said property, and all singular said rights and privileges, unto the said Grantee, in fee simple forever. Grantor hereby warrants and represents that Grantor is the owner of the above-described property, and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall and will warrant and forever defend by virtue of these presents the said bargained premises unto the said Grantee against said Grantor, and all and every other person or persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year first above written.

Signed, sealed and delivered in
the presence of

JW By
Witness

By:

John Wayne Collins
John Wayne Collins

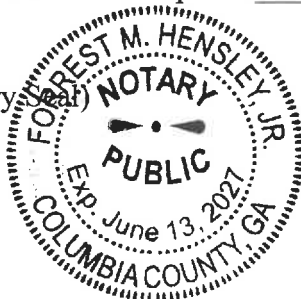
Forrest M. Hensley Jr.
Notary Public

State of Georgia

County of Columbia

My Commission Expires: 6-13-27

(Notary



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)