

Return to:  
Flint EMC  
Attn: Easement Coordinator  
P.O. Box 308  
Reynolds, GA 31076-0308

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## RIGHT OF WAY EASEMENT

STATE OF GEORGIA

Member Sep. #\_\_\_\_\_

COUNTY OF MUSCOGEE

Work Order # 215488-03

Map # 243-08-012

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
between Columbus, Georgia Consolidated Government whose address is 100 10th Street  
Columbus, GA 31901 Party of the First Part (hereinafter called "Owner"), and FLINT  
ELECTRIC MEMBERSHIP CORPORATION, a Georgia Corporation, Party of the Second Part  
(hereinafter referred to as "Flint EMC").

### WITNESSETH:

That the said Party of the First Part, for and in consideration of One Dollar, (\$1.00) the receipt whereof is hereby acknowledged, in hand paid at and before the sealing and delivery of these presents, Owner has granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell and convey unto said Flint EMC, its successors and assigns, an easement and right of way to serve property of the Owner or members of Flint EMC. The easement and right of way is described on the attached as Exhibit "A" and is a portion of those certain tracts or parcels more particularly described on Exhibit "B" attached hereto (the "Owner's Property"). Exhibits are incorporated herein and made a part hereof for all purposes.

Said easement to be used to lay, construct, operate and maintain an electric transmission and/or distribution line or system on or under the above described lands for the transmitting and distributing of electric power, including all wires, cables, handholds, manholes, transformers, enclosures, concrete pads, connection boxes, guy wires, anchors, poles, stub poles, ground connections, attachments, equipment, accessories, communication facilities, and appurtenances desirable in connection therewith all of which is hereafter referred to as "Facilities". Guy wires, anchors, and stub poles may be located outside the boundaries of the easement area.

Flint EMC shall have the right to inspect, rebuild, repair, remove, improve and make such changes, alterations, substitutions and additions in and to its facilities as Flint EMC may from time to time deem advisable, including the right to increase or decrease the number of poles, conduits, wires, cables, handholds, manholes, connection boxes, transformers, and enclosures.

Flint EMC shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions and to cut, trim and control the growth by chemical means, machinery or otherwise; trees and shrubbery located within twenty (20) feet of the centerline of the pole and conductors situated on the property for overhead construction, or twenty (20) feet on either side of the survey line shown in Exhibit "A" annexed hereto, or located within ten (10) feet of the center line for underground construction, or located within five (5) feet of the center line for overhead service drops, or located within ten (10) feet of the centerline of guy or anchor **and, to cut and remove any tree or trees ("Danger Tree(s)") outside the right of way area which, in the reasonable opinion of Flint EMC or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and system. The right conferred herein grants to Flint EMC the right to control vegetation** that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the Easement Area which may incidentally and necessarily result from the means of control employed). All trees and limbs cut by Flint EMC at any time shall remain the property of the Owner. As used herein, a **Danger Tree is a dead or leaning tree whose height plus five feet is equal to or greater than the distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or system. Flint EMC shall have the right to enter Owner's Property, outside of the defined Easement Area, to have access to Danger Trees and the same shall not constitute a trespass, forcible entry, detainer or other tort.**

Owner agrees to license, permit or otherwise agree to the joint use of occupancy of the lines, systems or if any of said systems are placed underground, in the trench and related underground facilities, and by any other person, association or corporation.

Owner, their successors and assigns may use the land within the Easement Area for any purpose not inconsistent with the right hereby granted provided such use does not compromise safety or interfere with or endanger the construction, operation or maintenance of Flint EMC's facilities.

For the purpose of constructing, inspecting, maintaining or operation of its facilities, Flint EMC shall have the right of ingress to and egress from the Easement Area over the lands of Owner adjacent to the easement and lying between public and private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Owner agrees that all poles, wires and other facilities installed in, upon or under the above described lands at Flint EMC's expense shall remain the property of Flint EMC and be removable at the option of Flint EMC.

It is specifically agreed that where there is a reference to Owner the same shall be construed to mean as well the heirs, representatives, successors and assigns, either voluntary or by act of the Parties or involuntary by operation of the law of the same and shall be held to include the plural if there should be more than one, and shall also include the masculine and feminine sex.

TO HAVE AND TO HOLD the said bargained right of way and easement, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and in behalf of Flint EMC, its successors and assigns.

Flint EMC shall indemnify, defend and hold Owner harmless from and against any and all claims, suits, losses, expenses, costs and damages suffered or incurred by Owner, its employees, agents or elected officials arising out of any damage to property or injury to or death of any person caused by Flint EMC, its employees, agents, contractors or joint users of the easement and arising in any way out of Flint EMC's use of the easement and the exercise of any other rights granted herein.

IN WITNESS WHEREOF, the said Owner has caused this Easement to be executed, under seal, by its duly authorized representative as of the day and year above written.

COLUMBUS, GEORGIA

By: \_\_\_\_\_  
B.H. (Skip) Henderson  
Mayor

(SEAL)

Signed, sealed and delivered  
in the presence of:

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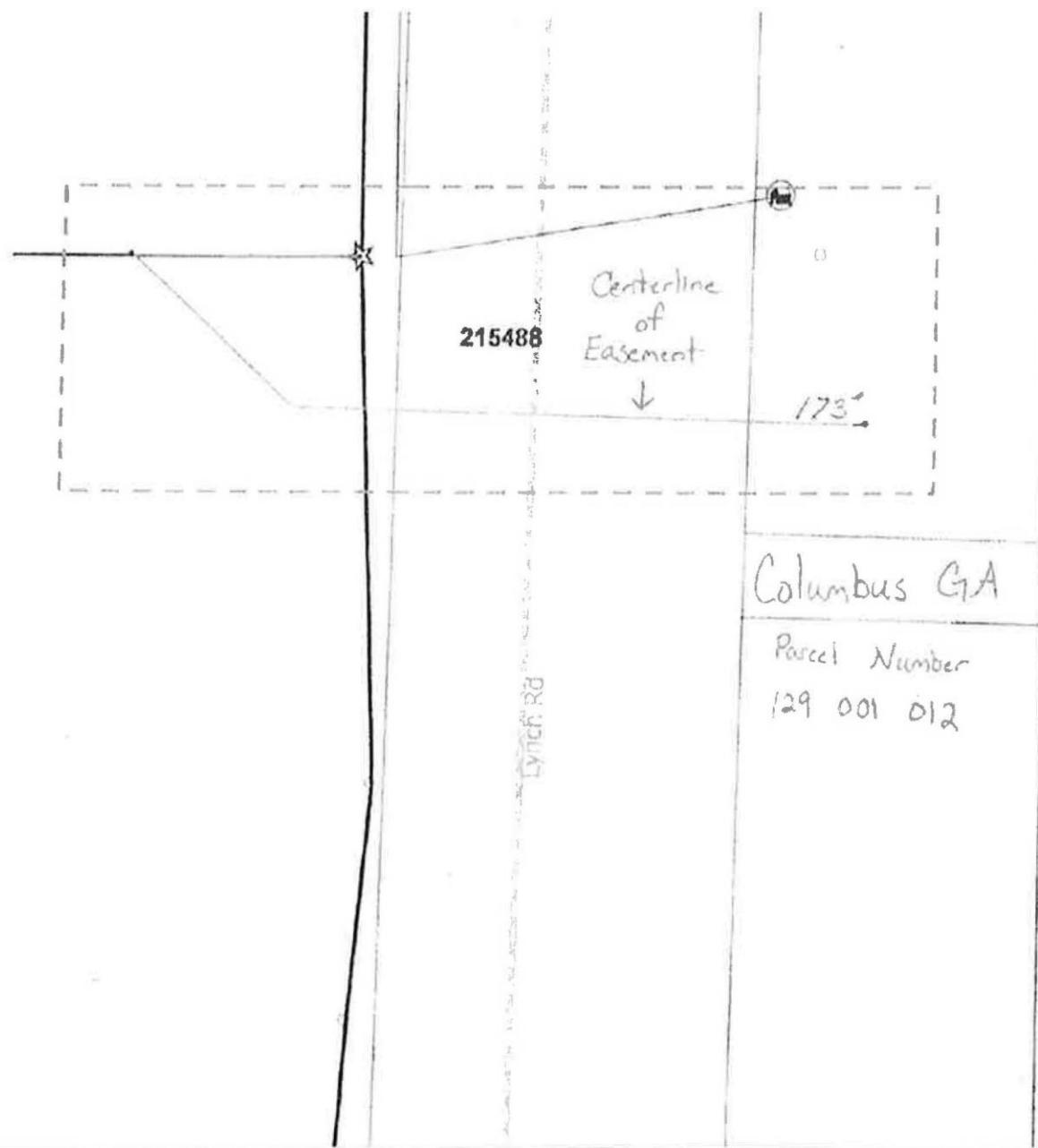
Witness

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Notary Public  
My Commission Expires:  
(NOTARIAL SEAL)

**Exhibit "A"**

**Description of Easement Area**



**Exhibit "B"**

**Description of the Owner's Property**

All that lot, tract or parcel of land lying and being in Columbus, Muscogee County, Georgia, and being designated as Lot 101, being 2.79 Acres, as shown on that certain plat of survey (the "2023 Re-Plat") prepared by Strozier Services, LLC, entitled "Re-Plat Survey of Lot 100 & Parcel 128 001 004 for Development Authority of Columbus", Land Lot(s) 126, District 9th, Muscogee County, Georgia, dated January 18, 2023 and recorded in Plat Book 167, Page 187, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

**The easement conveyed is a portion of the above-described property being more specifically described as follows:**

**Commence at the Northwest corner of Macon Road and Lynch Road;**

**Thence proceed in a Northern direction along the Western Right of Way of Lynch Road for 1034 feet more or less to a point, which is the Point of Beginning;**

**Said Point of Beginning is the centerline of the easement, thence proceed in an Eastern direction for 173 feet more or less. Said easement is 40 feet of even width (20 feet either side of centerline). In addition, said easement shall include 10(Ten) feet of even width around all guy wires and anchors which may extend beyond the land described above, as generally shown on Exhibit "A".**

**Subject property is more commonly known as:**

**Lynch Road  
Midland, GA 31820  
Parcel Number- 129 001 012**