## RESOLUTION #25-65

A RESOLUTION OF THE CITY OF DUBLIN, GEORGIA BY AND THROUGH ITS MAYOR AND COUNCIL TO APPROVE THE ACQUISTION OF A SANITARY SEWER EASEMENT ON PROPERTY LOCATED AT TAX PARCEL Do9F o65A; AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER DOCUMENTS NECESSARY FOR THE ACCEPTANCE OF SAID EASEMENT; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

**WHEREAS**, the Mayor and City Council are the governing body of the City of Dublin, Georgia; and

**WHEREAS**, Woodlawn West III, LLC is the owner of that certain property described on the attached Exhibit "A;" and

WHEREAS, the Mayor and Council find it in the best interest of the City to authorize the acquisition of a sanitary sewer easement for the benefit of the public (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference);

**THEREFORE, NOW BE IT RESOLVED** by the Mayor and Council of the City of Dublin, Georgia that the Mayor is authorized and directed to execute and deliver any and all documents necessary for the acquisition of a sanitary sewer easement for tax parcel Do9F o65A.

**BE IT FURTHER RESOLVED** that this resolution shall be effective upon its adoption.

SO	<b>RESOLVED</b> by the Mayor and Cou	ncil of t	he Cit	y of D	Oublin this _	IAM	_ day
of_	December, 2025 by a vote of_	5	to _	0	·		

CITY OF DUBLIN, GEORGIA

Joshua E. Kight,

Mayor

By\_\_\_\_\_\_R. Blake Daniels, Interim City Clerk

ATTEST

Resolution #25-65 Return to

City of Dublin Attn: Jacob Poole PO Box 690 Dublin, GA 31040 E-Filed By: Laurens County Clerks Office Clerk of Courts Tanya Rogers 12/19/2025 04:40 PM

Deed Book: 03654 Page: 0217-0221

\$20.00 Recording Fee

Clerk Please Cross Reference Deed Book 3483 Page 152

----- SANITARY SEWER EASEMENT

STATE OF GEORGIA COUNTY OF LAURENS

THIS INDENTURE, made this of Dec. , 2025, between the following:

Grantor:

WOODLAWN WEST III, LLC,

a Georgia Limited Liability Company

Grantee:

CITY OF DUBLIN, GEORGIA

(the words "Grantor" and "Grantee" to refer to either the singular or plural and to include their respective heirs, successors, and assigns where the context requires or permits).

WHEREAS, Grantor is the owner of that certain property described on the attached Exhibit "A" ("Grantor's Property"); and

WHEREAS, the City desires to construct and/or maintain certain utility easements across a portion of Grantor's Property.

NOW, THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollars and other valuable consideration in hand received at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Grantor does hereby grant to the said Grantee the right to permanently maintain an exclusive twenty foot (20') city utility easement over, under, and across the Grantor's Property, as more particularly shown and depicted on the attached Exhibit "B," in such manner as the City may deem proper to support, accommodate and maintain said improvements and easement rights.

GRANTOR reserves the right to occupy and use the within described easement premises for any and all purposes whatsoever not inconsistent with this easement. No building, structure, earthwork, pond, paving, or other obstruction will be erected in such a way as to limit access to the utility for emergency repairs or routine maintenance.

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WHENEVER the exercise of this easement right results in the disturbing of the surface of the easement property, said surface shall, as soon as reasonably possible, be restored by Grantee at Grantee's cost and expense and returned to substantially its same condition which existed prior to said exercise of said easement. Delay in exercising or non-use of the rights herein granted to Grantee shall not work any loss or limitation of the rights, title and interest granted.

GRANTOR does hereby warrant that he/she has the right to sell and convey said interest in said land and binds itself, its heirs, executors, and administrators, forever to defend by virtue of these presents. These covenants and agreements shall be covenants running with the land and shall be binding on the Grantor, its heirs, successors and assigns.

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

WOODLAW WEST III, LLC, Signed, sealed and delivered in the presence of: Notary Public AGREED TO BY: CITY OF DUBLIN Signed, sealed and delivered in the presence of:

(SEAL)

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## Exhibit A

## **Grantor's Property**

## **Legal Description**

All that tract or parcel of land, situate, lying and being in the City of Dublin, Laurens County, Georgia, in Land Lot 213 of the First Land District, as shown on a Plat of Survey prepared by Brent E. Tanner, Registered Land Surveyor, dated April 10, 2024, prepared for Curry, LLC and designated on said plat as Parcel 3, containing 12.01 acres, and Parcel 4, containing 1.59 acres, for an aggregate of 13.60 acres, more or less, said plat being recorded in Plat Book 12, Page 940, in the Office of the Clerk of the Superior Court of Laurens County, Georgia. The plat is by reference hereto incoprorated herein for a more complete and accurate description.

For Information Only:

Property Address:

Mercer Drive, Dublin, GA 31021

Map/Parcel ID:

D09F-065A

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Exhibit B

**Easement Area** 

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