

**RESOLUTION**  
**#26-01**

**A RESOLUTION OF THE CITY OF DUBLIN, GEORGIA BY AND THROUGH ITS MAYOR AND COUNCIL TO GRANT AN EASEMENT FOR UTILITIES TO MORRIS BANK FOR THE INSTALLATION OF A NATURAL GAS GENERATOR ON PROPERTY LOCATED AT TAX PARCEL NO. D16D 045; TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER DOCUMENTS NECESSARY FOR THE CONVEYANCE OF SAID EASEMENT; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the City is the record owner of that certain property located and identified as tax parcel no. D16D 045 within the city limits of Dublin, Georgia; and

**WHEREAS**, Morris Bank has requested the City grant an easement, attached hereto as Exhibit "A" and incorporated herein by this reference, for the installation of a natural gas generator upon this property; and

**WHEREAS**, the City finds it in the best interest of the City to grant the easement.

**THEREFORE, NOW BE IT RESOLVED** that the City Manager is hereby authorized to negotiate an easement, substantially in the form as attached hereto, and that upon his approval the Mayor is authorized to execute and deliver the same on behalf of the city.

**SO RESOLVED** by the Mayor and Council of the City of Dublin this 2nd day of January, 2026 by a vote of 7 to 0.

CITY OF DUBLIN, GEORGIA

BY:   
Joshua E. Kight,  
Mayor

ATTEST:

By   
R. Blake Daniels, Interim City Clerk



RESOLUTION  
#26-01

Return to  
City of Dublin  
Attn: Jacob Poole  
PO Box 690  
Dublin, GA 31040

Please Cross Reference Deed Book 3543 Book 161 and Deed Book 656 Page 340

## UTILITY EASEMENT

STATE OF GEORGIA  
COUNTY OF LAURENS

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 202 \_\_, between the following:

**Grantors: CITY OF DUBLIN, GEORGIA,**

**Grantee: MORRIS BANK**

(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 in Deed Book 3543 Book 161 and Deed Book 656 Page 340, Laurens County, Georgia records, ("Grantor's Property") (For informational purposes tax parcel no. D16D 045); and

WHEREAS, Grantee 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 Dollar (\$1.00) and other good and valuable consideration in hand paid, and in further consideration of the approval of Grantee's request to install a standby generator, Grantor does hereby grant and convey unto Grantee, its successors and assigns, a permanent, non-exclusive easement over, upon, and across the heretofore described property owned by Grantor, said easement area being more particularly described and shown on Exhibit "A" attached hereto and incorporated herein (the "Easement Area"):

**Purpose and Permitted Use** This easement is granted solely for the purpose of installing, operating, maintaining, repairing, replacing, and (upon abandonment) removing one (1) standby natural gas generator, concrete pad, electrical conduit, and reasonable appurtenances necessary thereto, together with the right of ingress and egress over the Easement Area for such purposes. The design of the brick housing of said generator shall be approved by the Grantor.

**Reserved Rights** Grantor expressly reserves the right to use the Easement Area for any municipal purpose that does not unreasonably interfere with Grantee's rights granted herein, including but not limited to drainage, utilities, sidewalks, and other improvements.

**Maintenance and Removal** Grantee shall maintain the generator and all equipment in good condition and repair. Upon discontinuance of the generator, or breach of any of the requirements herein, Grantee (or its successors) shall, within ninety (90) days, remove all equipment and restore the surface to its original condition at Grantee's sole expense.

**Indemnification and Insurance** Grantee shall indemnify and hold Grantor harmless from any claims arising from Grantee's use of the Easement Area. Grantee shall maintain general liability insurance in an amount not less than \$1,000,000.

**Runs with the Land** This easement shall be perpetual and shall constitute a covenant running with the land, binding upon and inuring to the benefit of the parties, their successors and assigns.

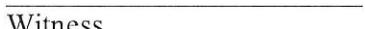
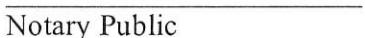
IN WITNESS WHEREOF, this Agreement has been duly executed by its authorized officers, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

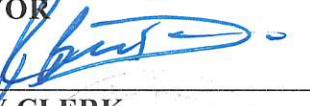
  
Witness  
  
Annie B. Shepherd  
Notary Public  
Comm. Exp.  
07/23/26  
LAURENCE COUNTY, GA

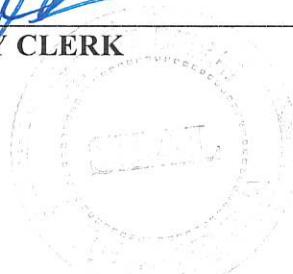
AGREED TO BY

Signed, sealed and delivered  
in the presence of:

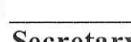
  
Witness  
  
Notary Public

**CITY OF DUBLIN**

By:   
MAYOR  
By:   
CITY CLERK  
(SEAL)



**MORRIS BANK**

By:   
President  
By:   
Secretary  
(SEAL)

**Exhibit A**  
**Easement Area**

