

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets (Streets may be dedicated at a later date.)
SKINNER MILL TOWNHOMES

WHEREAS, **TOWNS AT SKINNER MILL, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as “**TOWNS**”, owns a tract of land in Augusta, Georgia, located on the south side of Skinner Mill Road, on which there was constructed a residential townhome subdivision known as Skinner Mills Townhomes, (the “**Subdivision**”) as shown on that certain final plat prepared by Perimeter Surveying Co., Inc., dated June 1, 2022, revised July 5, 2022, approved by the Augusta-Richmond County Planning Commission on September 7, 2022, by the Augusta Commission on September 20, 2022, and recorded on October 13, 2022, in Plat Book 17, Pages 142-143, in the office of the Clerk of the Superior Court of Richmond County, Georgia, (the “**Final Plat**”). Reference is hereby made to the Plat for a more complete and accurate description as to the land herein described; and

WHEREAS, as shown and depicted on the Final Plat, the Subdivision has been developed with a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of **TOWNS** to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, (hereinafter known as “**AUGUSTA**”), acting by and through the Augusta Commission, for maintenance and control; and

WHEREAS, the road rights-of-way and storm drainage system will remain private, until such time as **TOWNS** is allowed to dedicate them to **AUGUSTA**; and

until such time that the rights-of-way and storm drainage system are dedicated to AUGUSTA, the maintenance, repair, replacement and control (or any other issues arising from the rights-of-way and storm drainage system) of the storm drainage system and the road and street system (rights-of-way) will be strictly the responsibility of TOWNS; and

WHEREAS, AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, TOWNS has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture is made this _____ day of _____ 2024, between TOWNS, as Grantor, and AUGUSTA, as Grantee:

W I T N E S S E T H:

THAT TOWNS, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors, assigns and legal representatives, the following, to-wit:

An exclusive easement, in perpetuity, centered over the water distribution system and gravity sanitary sewerage system, and described on the Final Plat as the "On Site Easement, Sewer and Water Main Easement", being 18450.1 SF/0.42 Acres and varying in width.

Also, all rights, interest and benefits that TOWNS has, or may have, to an offsite sanitary sewer easement, containing 0.283 acres, shown as a 20-foot Permanent Utility Easement, on a plat prepared by David L. Jachens R.L.S. #3170, which is recorded in Plat Book 13, Page 686, in the Office of the Clerk of the Superior Court of Richmond County, Georgia. Said easement is also shown as "Off

Site Sewer Easement" being 12335.5 SF/0.283 Acres, on the second page of the Final Plat.

All easements are 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 utility services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, 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

TOWNS also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the non-exclusive right of ingress and egress to and from said permanent easements for this purpose.

TOWNS 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 buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

For the duration of the time that the rights-of-way remain private, TOWNS agrees it shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

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

TOWNS AT SKINNER MILL, LLC

James Jackson
Witness

By: [Signature]

Veeral Lal Kinger

Dhanesh Kumar

As Its: Managing Member

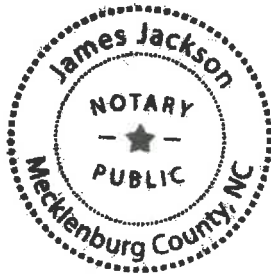
James Jackson
Notary Public

NORTH CAROLINA
State of ~~Georgia~~, County of Mecklenburg

My Commission Expires: Feb. 16th 2028

(SEAL)

(Notary SEAL)



(Signatures continued on next page.)

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)