

STATE OF GEORGIA
COUNTY OF RICHMOND

AGREEMENT FOR RELOCATION OF
60" RAW WATER LINE EASEMENT

(Reel 5-H, Page 439)

(Reel 39-F, Page 106)

(Reel 641, Page 673)

(Reel 641, Page 1675)

THIS AGREEMENT FOR RELOCATION OF 60" RAW WATER LINE EASEMENT (this "**Agreement**") is made and entered into as of the ____ day of _____, 2023, between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia (the "**City**"), and THE GREENS ON WASHINGTON ROAD VENTURES, LLC, a Georgia limited liability company, BIG TREE, LLC, a Georgia limited liability company, and BERCKMAN RESIDENTIAL PROPERTIES, LLC, a Georgia limited liability company (collectively, "**Grantor**").

RECITALS

WHEREAS, Grantor owns those tracts of land labeled as "The Greens on Washington Road Ventures, LLC, TMP #019-2-166-04-0 and TMP No. 019-4-167-00-0;" "Big Tree, LLC, TMP #019-4-157-00-0 and 019-2-166-03-0;" and "Berckman Residential Properties, LLC, TMP# 019-4-158-00-0" on that Easement Plat prepared for Augusta, Georgia by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering, dated July 2, 2019, last revised July 30, 2021, and attached as Exhibit "A" to this Agreement (the "**Easement Map**");

WHEREAS, the City holds easements for the installation, operation, maintenance, and replacement of raw water lines on said property by virtue of that Easement from J.H. Alexander to the City Council of Augusta recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Reel 5-H, Page 439, as confirmed by that Agreement from J. H. Alexander, et al. to the City Council of Augusta recorded in said records in Reel 39-F, Page 106; that Easement from Cornerstone Realty Income Trust, Inc. to Augusta, Georgia, recorded in said records in Reel 641, Page 1673; and that Easement from Cornerstone Realty Income Trust, Inc. to Augusta, Georgia, recorded in said records in Reel 641, Page 1675 (collectively, the "**Water Line Easement**");

WHEREAS, a portion of the water line described in the Water Line Easement has been relocated to the areas shown as hatched on the Easement Map (*i.e.*, labeled as Easement Areas Nos. 1, 2, 8 and 9 on the Easement Map (the "**New Easement Area**");

WHEREAS, the City has abandoned the water lines within the areas shown as cross-hatched on the Easement Map (i.e., Easements Areas Nos. 3, 4, 5, 6, 7, 10, and 11 on the Easement Map) (“**Abandoned Easement Area**”); and

WHEREAS, Grantor and the City desire to encumber the New Easement Area with the Water Line Easement and release the Abandoned Easement Area from the encumbrance of the Water Line Easement.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. Amendment of Water Line Easement to Cover New Easement Area. The Water Line Easement is amended to include the New Easement Area within the description of the perpetual easement areas for the raw water treatment line, subject to all terms and conditions of the Water Line Easement.

2. Termination of Water Line Easement within the Abandoned Easement Area. The Water Line Easement and all other easements held by the City within the Abandoned Easement Area are hereby released and abandoned by the City and are hereby terminated. The remainder of the Water Line Easement outside of the Abandoned Easement Area shall remain in full force and effect. Grantor may, at its election, either remove and dispose of the abandoned utility lines within the Abandoned Easement Area or leave said utility lines in place, or a combination of both.

3. Additional Rights. 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 utilities services; along with the further right to stretch communication lines, or other lines, for the use of the City, its assigns, representatives, agents, and designees, 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. Any such utility lines, communication lines, cables, wires, apparatus, fixtures, and appliances shall be underground.

4. Notices. All notices required by applicable law or agreement in any matter relating to this Agreement shall be deemed received (a) when personally delivered (to the person or department if one is designated); (b) one (1) business day following the date deposited with Federal Express, overnight U.S. mail or other national overnight courier, fees prepaid; or (c) three (3) days following the date deposited with U.S. certified or registered mail, return receipt requested, postage prepaid, and addressed in each such case to the parties at their respective addresses set forth below or such other single address as either party may designate in a written notice given as herein provided (except that a change of address notice shall not be effective until actual receipt).

In case of the City to:
Augusta-Richmond County
City County Municipal Building
535 Telfair Street

Augusta, Georgia 30901
Attn: City Administrator

In the case of Grantor to:
Berckman Residential Properties, LLC
The Greens on Washington Road Ventures, LLC
Big Tree, LLC
2604 Washington Road
Augusta, GA 30904
Attn: Robert L. Geoffroy

5. Miscellaneous. The recitals and any exhibits hereto are incorporated herein by reference. This Agreement shall bind and inure to the benefit of parties hereto and their successors and assigns. If any provision of this Agreement or its application to any party is determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person, other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law. Time is of the essence. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event of any litigation relating to this Agreement or the transactions described herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses from the non-prevailing party. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by the parties hereto.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers under seal, effective the day and year first above written.

Signed, sealed and delivered in the
presence of:

City:

Augusta, Georgia

Unofficial Witness

By: _____
Its Mayor

Notary Public

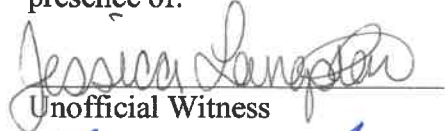
Attest: _____
Its Clerk of Commission

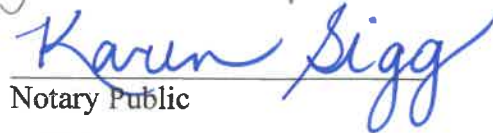
My Commission Expires: _____

(Seal)

(Notarial Seal)

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

My Commission Expires: 6/22/2024

(Notarial Seal)

Notary Public, Richmond County, Georgia
My Commission Expires June 22, 2024

Grantor:

BERCKMAN RESIDENTIAL
PROPERTIES, LLC , a Georgia limited
liability company (Seal)

THE GREENS ON WASHINGTON
ROAD VENTURES, LLC, a Georgia
limited liability company (Seal)

BIG TREE, LLC, a Georgia limited
liability company (Seal)

By:


Robert L. Geoffroy
As Manager

Exhibit A

Easement Map

See attached. Said Easement Map is also recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Plat Book 18, page 118.

