

**STATE OF GEORGIA
COUNTY OF RICHMOND**

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
TOWNHOMES AT WINDSOR, PHASE 2

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS WINDSOR TOWNHOMES OF AUGUSTA, LLC, a corporation established under the laws of the State of Georgia, hereinafter known as “DEVELOPER”, owns a tract of land in Richmond County, Georgia, presently known as 2169 Julius Drive (PIN 131-0-026-02-0), on which DEVELOPER has constructed a townhome subdivision known as Townhomes at Windsor, Phase 2, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

WHEREAS a final plat for the above referenced subdivision has been prepared by James G. Swift & Associates and is dated March 3, 2024 and revised July 31, 2024. Said plat was approved by the Augusta-Richmond County Planning Commission on November 19, 2024, approved by the Augusta Commission on November 26, 2024, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 65-67. Reference is hereby made to all aforesaid plat for a more complete and accurate description as to the land herein described; 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 DEVELOPER 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; and

WHEREAS DEVELOPER further agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up; and

WHEREAS the road rights-of-way (ingress/egress) and storm drainage system are private and the maintenance, repair, replacement, or any other issues arising from the rights-of-way and storm drainage system, will be strictly the responsibility of DEVELOPER; and

NOW THEREFORE, this indenture made this ____ day of _____ 202____, between DEVELOPER as Grantor and AUGUSTA as Grantee,

W I T N E S S E T H:

That DEVELOPER, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, 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 and assigns, the following, to-wit:

Easements in perpetuity shown as *50' Ingress/Egress Drainage & Utility Easement "A"* and *Utility Easement "B"*. These easements are accepted only for the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat, and any future utilities that Augusta may construct within said

easements. Augusta does not accept the ingress/egress, road(s) or the drainage system into its systems.

DEVELOPER agrees that all easements will run with the land and 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 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.

DEVELOPER further agrees that DEVELOPER shall maintain the roads, streets and ingress/egress as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road, street, ingress/egress, 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.

DEVELOPER 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 right of free ingress and egress to and from said permanent easements for this purpose and any other purpose granted within this document.

DEVELOPER 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 fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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.

AND DEVELOPER, its successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed their seals the day and year first above written.

DEVELOPER:

WINDSOR TOWNHOMES OF AUGUSTA, LLC

Jenny M Chapman By: [Signature]
Witness Mark A. Green

[Signature] As Its: Member
Notary Public



State of GEORGIA

County of RICHMOND

My Commission Expires: 1/26/2025
(SEAL)

ACCEPTED:

AUGUSTA, GEORGIA

Witness _____ By: Garnett L. Johnson
As Its Mayor

Notary Public _____ Attest: Lena Bonner
State of Georgia, County of _____ As Its Clerk of Commission

My Commission Expires: _____ (SEAL)

(Notary Seal)