

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION**  
Water and Gravity Sanitary Sewer Systems  
Private Streets  
**BROOKSTONE NORTH, PHASE II**

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

**WHEREAS, LAND TO LOTS, LLC**, a South Carolina limited liability company, (hereinafter known as “**DEVELOPER**”) owns a tract of land in Augusta, Georgia, off the northern right-of-way of Brookstone Way, in which Rill Drive is the main thoroughfare, and **DEVELOPER** has constructed a subdivision development known as Brookstone North, Phase II, on said tract, 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**, (hereinafter known as “**AUGUSTA**”), a political subdivision acting by and through the Augusta Commission for maintenance and control; and

**WHEREAS**, the road rights-of-way and storm drainage system shall remain private and the maintenance and control of the storm drainage system and the road and street system (rights-of-way) shall be strictly the responsibility of **DEVELOPER**; and

**WHEREAS**, a final plat of the above stated subdivision has been prepared by Echols Surveying & Construction Services, dated November 30, 2022, approved by the Augusta-Richmond County Planning Commission on April 10, 2023, the Augusta Commission April 18, 2023, and filed in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel \_\_\_\_\_ Page(s) \_\_\_\_\_. Reference is hereby made to the 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;

**NOW, THEREFORE**, this indenture made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between **DEVELOPER** and **AUGUSTA**,

**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, assigns and legal representatives, the following, to-wit:

Exclusive 20-foot easement(s), in perpetuity, centered over the water distribution system and exclusive 20-foot easement(s) center over the gravity sanitary sewerage system, as shown on the aforementioned plat, and/or as shown upon any as-built drawings supplied to **AUGUSTA** by **DEVELOPER**.

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 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

**DEVELOPER**, 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.

**DEVELOPER** also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

**DEVELOPER** 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.

**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 the lawful claims of all persons owning, holding or claiming by, through or under **DEVELOPER**.

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

**DEVELOPER:**

LAND TO LOTS, LLC

[Signature]  
Witness

By: [Signature]  
Jeff Skeris

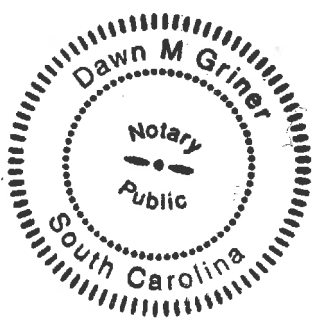
As Its: President

[Signature]  
Notary Public

State of South Carolina, County of Richland

My Commission Expires: 11-3-2024

(Notary Seal)



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)