AGENDA	ITEM	NUMBER:	
		EDITION:_	

DATE:

July 28, 2025

TO:

HONORABLE GARNETT JOHNSON, MAYOR

MEMBERS OF COMMISSION DON CLARK, CHAIRMAN,

ENGINEERING SERVICES COMMITTEE

THROUGH: TAMEKA ALLEN, ADMINISTRATOR

FROM:

HAMEED MALIK, PHD., PE

DIRECTOR OF ENGINEERING

SUBJECT:

DEDICATION OF: WORTHINGTON

FILE REFERENCE: 24-005(A)

CAPTION:

Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for <u>Worthington</u>. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

BACKGROUND:

The final plat for this portion of <u>Worthington</u> was approved by the Commission on <u>March 18, 2025</u>. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations and hereby requests acceptance of the utility deed.

ANALYSIS:

This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM:
EDITION:
July 28, 2025
Page Two

FINANCIAL IMPACT:

By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

ALTERNATIVES: 1.

- 1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington.
- 2. Do not approve and risk litigation.

RECOMMENDATION:

Approve Alternative Number One.

REQUESTED AGENDA DATE: Commission Meeting August 5, 2025

DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:
DEPARTMENT DIRECTOR:	N/A .
ADMINISTRATOR:	FINANCE:

HM/

Attachments

cc: Walt Corbin PE – Engineering Manager

Agenda File Main File

ENGINEERING DEPARTMENT

Hameed Malik, PhD., PE, Director Plan & Review Section Manager Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To:

Hameed Malik. P.E., PhD

Director of Engineering

Through:

Brett Parsons, Principal Engineer Land Development

From:

Richard A. Holliday, Lead Design Engineer

Date:

July 28, 2025

Subject:

Certificate of Completion

Dedication of Worthington File reference: 24-005(A3)

A final inspection has been conducted on the above-mentioned development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on March 18, 2025. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc:

Walt Corbin, P.E., Engineering Manager

Chyvattee Vassar, Interim Director of Planning and Development

Kevin Boyd, Development Services Manager

File

D: PLAT B: 20 P: 139
Recorded: 04/10/2003 10:37 AM
Doc # 2025/018346 Pages: 3 Fees: \$30,00
Hattle Holma Bullway
Clark of Buperfor Count, Augusta-Richmond County,

OWNERDSVELOPER/PRIMARY PERMITEE
HAND TO LOSS, LLG
HY TO THINK RG
Chapin, BC 28006

Contact: Japob Williamon 803-240-3822

PROJECT DATA

TAX MAP PARCEL: 141.4535-09.4
ZORHOR-FO, OME FAMILY RESIDENTIAL
TOTAL ACRES - XLA ACRES
AND ACRES - XLA ACRES
RIM OF STREET; JOH ACRES
COMMON AREARRETENTION POND: 11.48 ACRES WORTHINGTON (ZEMULA DRIVE)

THE DECLARATION OF COMDOMINATION PREDICENTODO IS RECORDED IN DEED BOOK OF THE PARK OF THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS,

SEMER SERVICES: 1" (TYPICAL)
WATER SERVICES: 1" (TYPICAL)

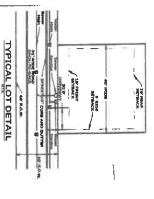
1.) ALL COMMON AREAS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.), ALL STORM MATER COLLECTRON FACEUTIES WITHIN THE COUNTY RIGHT-OF-MAY SAILL BE DYBENED TO AUGUSTA-RICHMOND COUNTY UNLESS OTHERWISE STATED. THE STORM WATER. DETENTION FACEUTIES SHALL REMAIN PROVATE.

4) STATE PLANE COORDINATES HORIZONTAL NAD 1983 / VERTICAL DATA 1988 1.) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.

8.) 20' UTILITY EASEMENT ON WATER AND SEWER LINES TO BE DEEDED TO RICHMOND COUNTY EASEMENT TO BE 10' RIGHT AND LEFT OF ALL WATER AND SEWER LINES.

7.) THEREARE TO BE NO FENCES PLACED INSIDE THE PRIVATE EASEMENT ALONG THE BACKS OF LOTS 29 THRU 48. I,) RESERVING FIVE FOOT EASEMENTS ALONG ALL SUE LOT LINES AND TEN FOOT EASEMENTS LLONG ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN, FOR DRAMAGE AND UTILITIES.

PEMA NOTE: PER FEMA ELODO MISURANCE RATE MAP 41324501140, EFFECTIVE NOVEMBER 14, 2018, THIS PROPERTY IS OUTSIDE THE FLOOD ZONE ANTA



		+ =		SIE
		1	Side or	-))
HERVE	į		T	ľ
	900	HN		δ
	4	\	1° = 3000	CATION M
	1	40 4 BU FO		\$
				_

id Delta
Radius
CURVE D Arc Length
DATA Degree
Chord
C-B

WORTHINGTON

Equipment used; CARLSOM BRX7779#BILE VXS. HW85; creados VRses; g.rsadoz PDOP: 1,0 Adjusted by Least Squares Field Work Completed on: 04/20/2023

SHEET 1 OF 3

STATE PLANE COORDINATE DATUM NAD IS GEORGIA EAST ZOWE ALL COORDINATES ARE GROUND COORDINATES.

ZEMULA DRIVE

PROPERTY LOCATED IN AUGUSTA-RICHMOND COUNTY,
GEORGIA

ECHOLS SURVEYING & CONSTRUCTION SERVICES
1389 THOMSON ROAD
WASHINGTON, GEORGIA 30673
ben@echolssurveying.com
706-338-8303
PLAT DATE: 02/13/2025

PROJECT NUMBER: S-952

LAND DISTURBANCE PERMIT: 2022-095-LD

NOI GAR393915-V1

Exchance Cartification	BOUMANT O. ECHOLS (GA REGISTERED LICENCED SURVETOR NO. 3131) 138 THORSON ROAD 138 THORSON ROAD 76 138 145 15 15 15 15 15 15 15 15 15 15 15 15 15	Thereby certify that the information shown hereon represents a 1/18/0022. I turbus early that all information depicted is a corre- and that all horizontal and walked dimensions and grede lines a conditions at the time of survey. Trachicidest researchment of rice and shocks within the subdivis- ons (1) part in three thousand (3,000).	Surveyor's Cardification:	HART ASSAUS ARE RECORNER. FLUE USE IN ASSAUS BALL FIRST SEA SEA DANNAL. FIRST SEA SEA DANNAL. FIRST SEA SEA DANNAL.
	EYOR NO. 3120)	n represents a correct is a correct is a correct in a correct in the subdivise in the subdi		

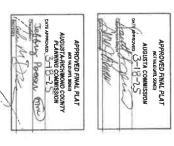
02/13/2025

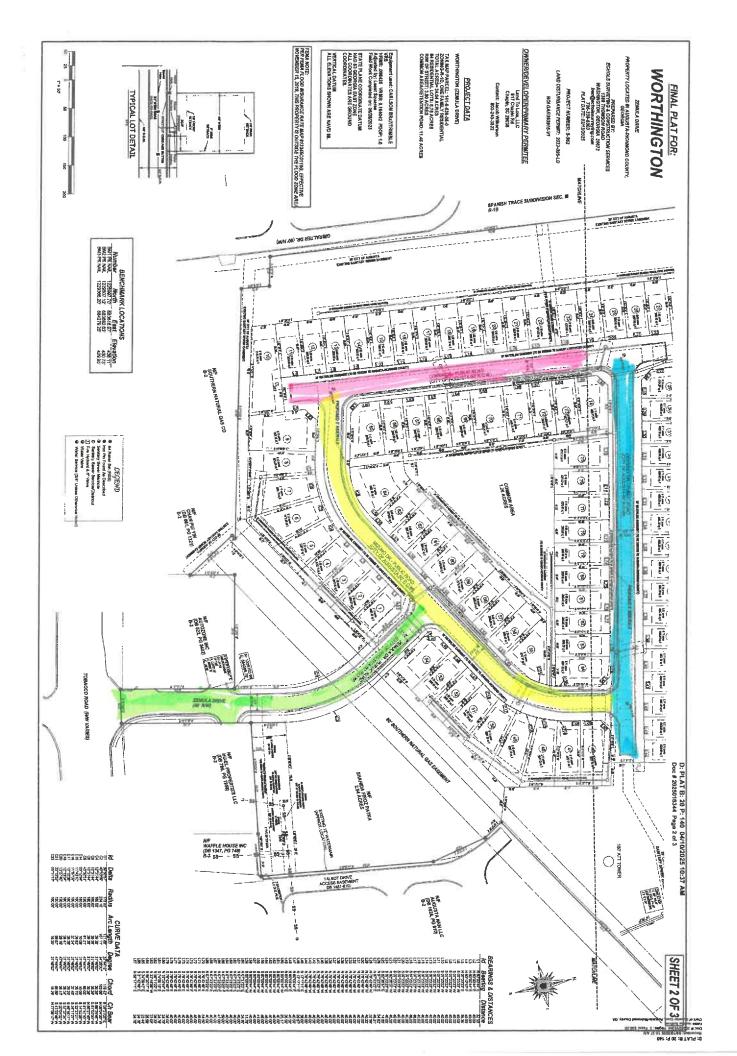
perigecromatoreying.com	
Engineer's Certification:	
"I hambly certify that all post-construction stormwater images of management practices (MRPs) stormwater infrastructure and water qualify components constructed as part of the approved development plans have been been been been been been been be	wag read management practices (METs), stormwebs is as part of the approved development place have place amed apportmentions. Any development place on the infrastructure about thereon in accordance construction of the pared surfaces are in one are based upon on-site observations of ict representative under my direct suppervision."
	51412
PROFESIONAL MIGNEER JOSHUA BOVERTSON RABON DE 1997	DATE
CIVIL ENGINEERING OF COLUMBIA 3740A FERNANCINA ROAD COLUMBIA, SC 29210 803-783-2820	
josh@cecola.com	

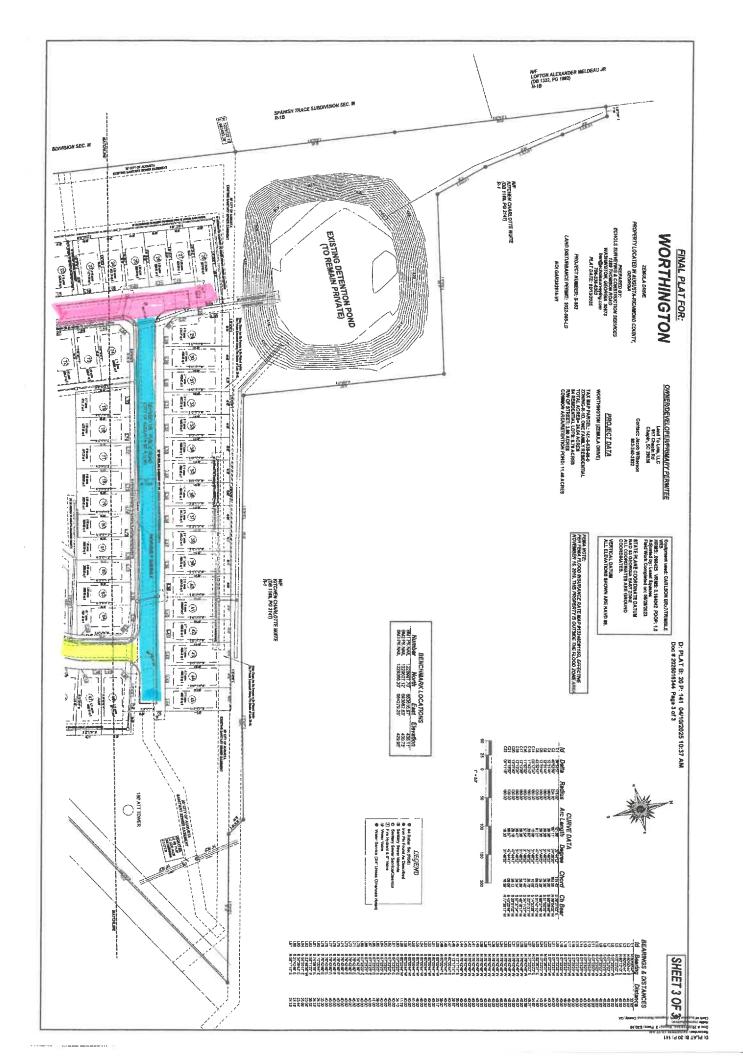
"ALL WATER LINE MATERIAL IS CONSTRUCTED OF CRIM PVC CLURG QUALERS OTHERWISE HOTED) AND ALL SANTIARY SCHER LINES ARE CONSTRUCTED OF SON-SI PVC PPIC QUALERS OTHERWISE MOTED?"

127

5 4/22/2







Return To:
Augusta Engineering
452 Walker Street, Suite
Augusta, Georgia 30901
Attn: Diane Hilliard

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
Worthington Subdivision
Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of ________, 2025, by and between **GSH LAND FUND**, **LLC**, a South Carolina limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA**, **GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the roads and storm sewer system as the same are now located within a certain 60' R/W (Odyssey Drive, Cobra Drive, Mizuno Drive, and Zemula Drive) and additional drainage and utility easements shown and delineated on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of

Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewer system.

TOGETHER with all that lot or parcel of land shown and designated as Odyssey Drive, Cobra Drive, Mizuno Drive, and Zemula Drive - 60' R/W on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

ADDITIONALLY, the party of the first part does hereby grant and convey unto the party of the second part, an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED in our presence:

By:

Christopher Barrett

limited liability company

GSH LAND FUND, LLC, a South Carolina

As its: Authorized Person

Witness

Notary Publ

State of South Carolina

County of Lexington

My Commission Expires 9.22.3 (SEAL)

ACCEPTED BY:

	AUGUSTA, GEORGIA	
Witness	By Garnett L. Johnson As Its: Mayor	
	Attest:	
Notary Public	Lena Bonner As Its: Clerk of Commission	
State of Georgia, County of	(SEAL)	
My Commission Expires:		

Return To:
Augusta Engineering
452 Walker Street, Suite
Augusta, Georgia 30901
Attn: Diane Hilliard

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

Worthington Subdivision Roads and Storm System

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between **GSH LAND FUND**, **LLC**, a South Carolina limited liability company, hereinafter referred to as "Developer," and **AUGUSTA**, **GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, and appurtenances for Odyssey Drive (60' R/W), Cobra Drive (60' R/W), Mizuno Drive (60' R/W), and Zemula Drive (60' R/W) as shown on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

- (1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141.
- (2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.
- (3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the said Deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.
- (4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then reinspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.
- (5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer

time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED in our presence:

GSH Land Fund, LLC,

a South Carolina limited liability company

Vitness

17 Mg

State of South Carolina

County of Lexington

My Commission Expires 9.23) (SEAL)

By:

Christopher Barrett

As its: Authorized Person

(SEAL)

ACCEPTED BY:

	AUGUSTA, GEORGIA	
Witness	By Garnett L. Johnson As Its: Mayor	
Notary Public	Attest: Lena Bonner As Its: Clerk of Commission	
State of Georgia, County of	(SEAL)	
My Commission Expires:	_	

SUBDIVISION:

WORTHINGTON

RESOLUTION ADDING ROAD TO THE AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, <u>Cobra Drive</u> is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make <u>Cobra Drive</u> a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that <u>Cobra Drive</u> is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a)	Points of beginning and ending:
	Beginning at <u> </u>
	Extending N approx. 666' to End of Road
(b)	Length of road to nearest 1/100th mile:
	0. 13 mile
(c)	Width & type of road surface:
	31 feet from back of curb to back of curb; Type E asphalt
(d)	Right-of-Way:

60 foot

Ì	
The Augusta Commission is	hereby directed to forward a certified copy of this resolution
to: Georgia Department of Transportation, F	Road Inventory Section District 2, Post Office Box 8, Tennille,
Georgia 31089.	
Adopted this day of	, 20
ACCEPTED	AUGUSTA, GEORGIA
I	By:
Witness	Garnett L. Johnson As Its Mayor
	Attest:
Notary Public	Lena Bonner
State of Georgia, County of	As Its Clerk of Commission
My Commission Expires(Notary Seal)	(SEAL)

SUBDIVISION:

WORTHINGTON

RESOLUTION ADDING ROAD TO THE AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, <u>Mizuno Drive</u> is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make <u>Mizuno Drive</u> a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Mizuno Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a)	Points of beginning and ending:
	Beginning at dof Cobra Drive
	Extending <u>SE, NE then N approx. 856.34</u> to £ of Odyssey Drive
(b)	Length of road to nearest 1/100th mile:
	0.16 mile
(c)	Width & type of road surface:
	31 feet from back of curb to back of curb; Type E asphalt

Right-of-Way:

60 foot

(d)

The Augusta Cor	mmission is here	by directed to forward a certified copy of this resolution			
to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille					
Georgia 31089.					
Adopted this	day of	, 20			
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(Notary Seal)		(SEAL)			

SUBDIVISION:

WORTHINGTON

RESOLUTION ADDING ROAD TO THE AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, <u>Odyssey Drive</u> is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make <u>Odyssey Drive</u> a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Odyssey Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a)	Points of beginning and ending: Beginning at
	Extending SE approx. 702.30' to End of Road
(b)	Length of road to nearest 1/100th mile:
	0.13 mile
(c)	Width & type of road surface:
	31 feet from back of curb to back of curb; Type E asphalt
(d)	Right-of-Way:

60 foot

	hereby directed to forward a certified copy of this resolution Road Inventory Section District 2, Post Office Box 8, Tennille,
Georgia 31089.	
Adopted this day of _	, 20
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(Notary Seal)	(SEAL)

SUBDIVISION:

WORTHINGTON

RESOLUTION ADDING ROAD TO THE AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, <u>Zemula Drive</u> is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Zemula Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Zemula Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a)	Points of beginning and ending:
	Beginning at <u>t</u> of Mizuno Drive
	Extending <u>SE then S approx. 379.39</u> to <u>t of existing Zemula Drive</u>

(b) Length of road to nearest 1/100th mile:

(c) Width & type of road surface:

31 feet from back of curb to back of curb; Type E asphalt

(d) Right-of-Way:

0.07 mile

_60 foot					
The Augusta Commission is hereby directed to forward a certified copy of this resolution					
to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille,					
Georgia 31089.					
Adopted this	day of, 20				
ACCEPTED	AUGUSTA, GEORGIA				
L	By:				
Witness	Garnett L. Johnson As Its Mayor				
	Attest:				
Notary Public	Lena Bonner				
State of Georgia, County of	As Its Clerk of Commission				
My Commission Expires(Notary Seal)	(SEAL)				

STATE OF GEORGIA COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION

Water Distribution and Gravity Sanitary Sewer Systems
Public Streets
WORTHINGTON

In this agreement, wherever herein GSH, PATKA 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 **GSH LAND FUND**, **LLC**., a corporation established under the laws of the State of South Carolina, hereinafter known as "GSH", owns a tract of land in Richmond County, Georgia, presently known as 2523 Tobacco Road (PIN 141-0-538-05-0), on which GSH has constructed a housing subdivision known as Worthington, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS it is the desire of GSH 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 Echols Surveying & Construction Services and is dated February 13, 2025, Said plat was approved by the Augusta-Richmond County Planning Commission on March 18, 2025, approved by the Augusta Commission on March 18, 2025, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 139-141. Reference is hereby made to all aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS it is agreed that this document shall run with the land; 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 GSH 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 GSH 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.

NOW THEREFORE, this indenture made this _____ day of _____2025, between GSH as Grantor and AUGUSTA as Grantee,

WITNESSETH:

That GSH, 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:

Exclusive 20-foot permanent easement(s), unless a differing width is noted on said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

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

GSH further grants, relinquishes and dedicates to AUGUSTA any and all of its rights, claims, privileges and interests in and to a waterline easement between GSH and Shahida Firoz Patka, hereinafter referred to as "PATKA", in a certain Easement Agreement dated November 8, 2024, and recorded in the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 1946, Pages 1005-1011.

GSH 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 and any other purpose granted within this document.

GSH 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 GHS, 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, GSH has hereunto set its hand and affixed their seals the day and year first above written.

By:

Christopher Barrett

United Homes Group, Inc. Director of Finance, Corporate Land, with signing Authority granted by a document dated March 11, 2025 and entitled CONSENT AND ACTION IN LIEU OF MEETING OF THE MEMBERS AND THE MANAGER OF GSH LAND FUND, LLC, a copy of which is hereby attached as Exhibit "A."

GSH LAND FUND, LLC

State of South Carolina

County of Lexington

My Commission Expires: 4 15 2032

(Notary Seal)

Amanda Disbrow Notary Public, State of South Carolina My Commission Expires April 15, 2032

And PATKA does join into this Deed of Dedication and hereby grants, relinquishes and dedicates to AUGUSTA any and all of her rights, claims, privileges and interests in and to the Easement Agreement between GSH and PATKA, dated November 8, 2024, and recorded in the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 1946, Pages 1005-1011.

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

Witness

Notary Public

State of Ologba

County of Columbia

My Commission Expires: 818725

(Notary Seal)

ACCEPTED: AUGUSTA, GEORGIA By: Garnett L. Johnson As Its Mayor Attest: Lena Bonner State of Georgia, County of _______ My Commission Expires: _______ (SEAL)

CONSENT AND ACTION IN LIEU OF MEETING OF THE MEMBERS AND THE MANAGER OF GSH LAND FUND, LLC

March //24, 2025

THE UNDERSIGNED, being the sole voting member and the manager of GSH Land Fund, LLC, a South Carolina limited liability company (the "Company"), hereby consent and agree, by signing this written consent, to the adoption of the following resolutions:

APPROVAL OF DEVELOPMENT WORK AND AUTHORIZATION TO EXECUTE DOCUMENTS REQUIRED FOR DEVELOPMENT

WHEREAS, the Company holds title to various tracts of land throughout the states of North Carolina, South Carolina and Georgia (the "Property"); and

WHEREAS, Company and Great Southern Homes, Inc., a South Carolina corporation ("GSH"), have previously entered into separate agreements for the development of the Property into residential subdivisions (the "Construction Contracts");

WHEREAS, as owner of the Property, Company will be required to execute and deliver certain documents which will be related to and required for certain approvals and permits involved with the development of the Property (the "Development Documents") as contemplated in the Construction Contracts;

WHEREAS, The Development Documents shall include, but not be limited to, (i) utility approval documents, including easement agreements to be granted to utility companies providing any and all types of utility services to the Property, (ii) covenants and reservations of restrictive covenants to be placed upon the Property, (iii) Affidavits of Ownership, (iv) environmental indemnifications and release agreements, (v) plats subdividing the Property in furtherance of the development of the Property, and (vi) any other related documents and instruments required in connection with the permits and approvals required for the development of the Property as contemplated in the Construction Contracts, to the extent such documents and instruments do not create financial obligations for the Company or expose the Company to potential financial liability for which the Company would not be entitled to reimbursement by GSH; and

WHEREAS, in the judgment of the undersigned, it is in the best interests of Company to grant signing authority for the Development Documents and any other documents requiring Company's signature which is related to the permitting and approvals required for the development of the Property as contemplated in the Construction Contracts.

NOW THEREFORE, BE IT RESOLVED, that the following listed individuals (each, an "Authorized Person"), be, and each hereby is, authorized, empowered and directed for, in the name and on behalf of the Company, and under seal if appropriate, to take or cause to be taken

EXHIBIT "A" Pg 749

any and all actions to negotiate, prepare, execute, deliver and/or file or cause to be negotiated,

prepared, executed, delivered and/or filed the Development Documents and any and all other
agreements, notifications, certifications, affidavits, instruments, letters, amendments, supplements,
restatements, certificates, waivers, consents and/or other documents, and to incur and pay or cause
to be incurred and paid all such fees and expenses, as such Authorized Person, in his/her/their sole
discretion, may approve as necessary, desirable, convenient or appropriate to carry out the actions
and transactions related to the Development Documents, all of which are hereby expressly
consented to by the Company, such action, execution, delivery and/or filing to be conclusive
evidence of such approval.

Authorized Persons

R. Shelton Twine, III Great Southern Homes, Inc., COO

Kookie McGuire Great Southern Homes, Inc., VP of Finance

Jeffery Skeris United Homes Group, Inc., VP of Corporate Land

Christopher Barrett United Homes Group, Inc., Director of Finance, Corporate Land

FURTHER RESOLVED, that each Authorized Person shall be required to provide to Company an executed copy of each Development Document which he/she executes and submits pursuant to the authority granted herein.

ADOPTION AND RATIFICATION OF CORPORATE ACTION

FURTHER RESOLVED, that each and every action heretofore taken by any manager, member, officer, agent or attorney of the Company, in its name and on its behalf in connection with any of the foregoing resolutions, be, and the same hereby is, approved, adopted, ratified and confirmed in all respects.

EXHIBIT"A"

pq 849

IN WITNESS WHEREOF, the sole voting member and the manager of GSH Land Fund, LLC have executed this Consent and Action in Lieu of Meeting as of the date first written above.

VOTING MEMBER:

DEVELOPER'S CAPITAL FUND, LLC

By:

Stephen L Johnson
Its: Authorized Representative

MANAGER:

M. Stewart Mango

EXHIBET "A"

pg 979

STATE OF GEORGIA COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

WORTHINGTON

Water Distribution and Gravity Sanitary Sewer Systems
Public Streets

THIS AGREEMENT, entered into this _____day of ______, 2025, by and between the Developer, GSH LAND FUND, LLC, a corporation established under the laws of South Carolina, hereinafter referred to as the "GSH", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS GSH has requested that AUGUSTA accept the water distribution and gravity sanitary sewer systems (SYSTEMS), for the subdivision known as Worthington, as shown by a Deed of Dedication (Deed), contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS AUGUSTA has adopted a policy requiring the developer, GSH, maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen (18) months:

NOW THEREFORE in consideration of the premises, the expense previously incurred by GSH and the mutual agreement hereinafter set out, IT IS AGREED that:

- (1) AUGUSTA accepts the SYSTEMS for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.
- (2) GSH agrees to maintain all the said SYSTEMS as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.
 - (3) GSH agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed in Page 1 of 4

said subdivision described in the Deed due to failure or poor workmanship, that GSH shall be responsible for adequate maintenance and repair.

- (4) In the event of such failure of the improvements, AUGUSTA shall notify GSH and set forth in writing the items in need of repair. GSH shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.
- (5) If, in the event of an emergency, as determined by AUGUSTA, GSH is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at GSH'S expense and allow GSH time to make the needed repairs in a reasonable time, as determined by AUGUSTA.
- (6) In the event GSH fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and GSH agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.
- (7) GSH 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.
- (8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.
- (9) In this Agreement, wherever herein the term GSH or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term GSH shall also be construed to mean the owner of the property at the time of the signing of this agreement.

- This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia and the venue shall be Richmond County, Georgia.
 - This agreement shall run with the land. (11)

IN WITNESS WHEREOF, GSH has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

Signed, sealed and delivered in the presence of

By:

Christopher Barrett

United Homes Group, Inc. Director of Finance, Corporate Land, with signing Authority granted by a document dated March 11, 2025 and entitled CONSENT AND ACTION IN LIEU OF MEETING OF THE MEMBERS AND THE MANAGER OF GSH LAND FUND, LLC, a copy of which is attached to the Deed of Dedication as Exhibit "A."

GSHLAND FUND, LLC

Amanda Disbrow
Notary Public
State of South Carolina

County of Lexington

My Commission Expires: 4/15/2032

Amanda Disbrow Notary Public, State of South Carolina My Commission Expires April 15, 2032

	ACCEPTED BY:
	AUGUSTA, GEORGIA
	Ву:
Witness	Garnett L. Johnson As Its Mayor
	Attest:
Notary Public	Lena Bonner
State of Georgia, County of	As Its Clerk of Commission
My Commission Expires:	(SEAL)