

**STATE OF GEORGIA  
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION  
Water Distribution and Gravity Sanitary Sewer Systems  
Public Streets  
KNOX PLACE, PHASE 1**

*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 SOUTH AUGUSTA LAND HOLDINGS, 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 2420 Willis Foreman Road (PIN 194-1-001-00-0), on which DEVELOPER has constructed a housing subdivision known as Knox Place, Phase 1, 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 William R. Gore, Professional Land Surveyors, Inc. and is dated December 31, 2024, Said plat was approved by the Augusta-Richmond County Planning Commission on February 3, 2025, approved by the Augusta Commission on February 25, 2025, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 116-118. 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 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.

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

**WITNESSETH:**

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:

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

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 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:

SOUTH AUGUSTA LAND HOLDINGS, LLC

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
A. Dennis Trotter

  
\_\_\_\_\_  
Notary Public

As Its: Manager

State of Georgia

County of Columbia

My Commission Expires: 10/03/25



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)