

STATE OF GEORGIA                    )  
  )  
COUNTY OF RICHMOND            )

EASEMENT DEED OF DEDICATION  
(Sanitary Sewer 2925 Gun Club Road )

THIS INDENTURE, made and entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **RUSH TRUCK CENTERS OF GEORGIA, INC.**, a Delaware corporation, 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, a sanitary sewer easement over the following described property, to-wit:

SUCH PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS all that certain Easement D (0.09 acre), according to the plat prepared by James G. Swift & Associates, Inc., dated September 15, 2023, shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, of Richmond County, Georgia in Plat Book 90, Page 92-95 to which reference is made for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property (the "Easement Area").

Together with the necessary right of ingress and egress to the Easement Area for the purposes as stated herein for the use of the Party of the SECOND PART, its successors and assigns to use, upgrade, if needed, and maintain the existing sewer line within the Easement Area.

TO HAVE AND TO HOLD SAID Easement Area and all the members and appurtenances therein belonging as aforesaid, and every part thereof, subject to the provisions set forth herein, unto the said party of the SECOND PART, its successors and assigns, forever.

Party of the FIRST PART hereby reserves the right to use said Party of the FIRST PART's adjoining property and the surface of the Easement Area, in any manner that will not prevent or interfere with the exercise by Party of the SECOND PART of its rights hereunder, provided, however, that Party of the FIRST PART shall not construct, nor permit to be constructed, any buildings, improvements, or obstructions within the Easement Area, without the express prior consent of the Party of the SECOND PART. Both Parties further agree not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without prior written approval of the other party.

Party of the Second Part is aware that the exiting sanitary sewer located in the Easement Area traverses under existing driveways, being entrances and exits to and from Party of the FIRST PART's adjoining property to and from Gun Club Road. Party of the SECOND PART in constructing and/or improving any improvements to the existing sewer line located within the Easement Area shall take into account the weight of the vehicular traffic, which may cross the Easement Area above such sanitary sewer line and Party of the FIRST PART shall have no liability to Party of the SECOND PART as the result of any damage sustained by the sanitary sewer line as a result of such traffic and weight.

Party of the FIRST PART reserves and retains the rights by, to and for the benefit of Party of the FIRST PART, to use the Easement Area and adjoining properties of Party of the FIRST PART for the location, construction, reconstruction, relocation and operation of such other utility lines and facilities (the "**Party of the FIRST PART Facilities**") necessary or desired in connection with Party of the FIRST PART's use and/or development of the Party of the FIRST PART's adjoining properties, so long as Party of the FIRST PART's use of such ground space does not unreasonably interfere with the rights herein granted to Party of the SECOND PART AND the Party of the FIRST PART has submitted a plan showing such endeavors to the Party of the SECOND PART and has received written approval of said plan by the Party of the SECOND PART, which will not be unreasonably withheld.

The grant of easement rights hereunder is made subject to any of the following as they relate to the Easement Area: (i) any prior mineral conveyances (ii) easements, restrictions, claims, rights of way, encroachments or other encumbrances or other matters of public record (iii) any applicable governmental requirements, and (iv) any other matters affecting this Easement which are of public record or would be disclosed by a physical inspection of the Easement Area and/or an accurate survey of the Easement Area.

The easement for the Easement Area as provided for herein, is made on an "AS IS" basis, and Party of the SECOND PART expressly acknowledges that, in consideration of the agreements of Party of the FIRST PART herein, Party of the FIRST PART MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE OR CONDITION OF EASEMENT AREA, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. Party of the SECOND PART, as a condition of the easement rights granted herein agrees to take no action, which would restrict or impair Party of the FIRST PART, and its agents, employees and invitees' access to Gun Club Road.

The easement rights conveyed hereunder do not include any right or interest whatsoever in any minerals in, under or that may be produced from the Easement Area.

Party of the SECOND PART, at its sole cost and expense, shall perform or cause to be performed all work necessary in connection with maintaining the existing sewer line in the Easement Area (the "**Work**") in a good and workmanlike manner in conformance with sound and acceptable engineering practices as expeditiously as possible. In performing the Work or causing the Work to be performed, Party of the SECOND PART shall make adequate provisions for the safety and convenience of Party of the FIRST PART, its agents, representatives, employees, licensees, and invitees, and shall cause all of the Work to be cleaned up promptly in order to minimize disruption or inconvenience, and coordinate the Work with Party of the FIRST PART. Party of the SECOND PART shall at all times construct, keep, maintain, use, operate, replace, or remove the Facilities in a safe manner and in full compliance with all governmental requirements, including but not limited to replacing any concrete driveways damaged and/or destroyed by the activities of Party of the SECOND PART, its agents, representatives, employees and contractors. **Party of the FIRST PART shall have no obligation, monetary or non-monetary, to maintain the Easement Area beyond its currently existing condition.**

Party of the SECOND PART is aware that access to Gun Club Road by Part of the FIRST PART is essential to its business operations. Accordingly, Party of the shall take reasonable steps to prosecute the completion of its activities within the Easement Area diligently and continuously and in a manner designed to expedite the completion of its activities and, at all times, during period of construction and/or repair and, given that there are two entrances/exits from Party of the FIRST PART's adjoining property over the Easement Area, to and from Gun Club Road, Party of the SECOND PART shall conduct its activities within the Easement Area in a manner as will provide the Party of the FIRST PART Parties with continuous access over and across the Easement Area, for vehicular and pedestrian traffic, to and from Gun Club Road and Party of the FIRST PART's adjoining property.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES OF PARTIES ON NEXT PAGE]**


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 the presence of:

  
Ben Crawford, Unofficial Witness

  
Marcella S. Alcorn, Notary Public

**RUSH TRUCK CENTERS OF  
GEORGIA, INC., a Delaware  
corporation**

By:   
Scott Anderson  
As its: Vice President

My Commission Expires:

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STATE OF GEORGIA

COUNTY OF RICHMOND

### ACCEPTANCE BY AUGUSTA, GEORGIA

Augusta, Georgia, hereby accepts the herewith and foregoing conveyance by Rush Truck Centers of Georgia, Inc. through said Deed of Dedication for the easement herein described, and easement reservations, upon the terms and conditions set forth therein.

This \_\_\_\_ day of \_\_\_\_\_, 2024-.

**AUGUSTA, GEORGIA**

By: \_\_\_\_\_  
Garnett L. Johnson

As its: Mayor

Attest: \_\_\_\_\_  
As its: Clerk