

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
LAUREL PARK, PHASE II

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, LAUREL PARK AUGUSTA, LLC a limited liability company established under the laws of the State of Georgia, (hereinafter known as “**DEVELOPER**”) owns a tract of land in Richmond County, Georgia, off of Tobacco Road (formerly known as a portion of property identification number 141-0-004-04-0/2590 Tobacco Road). **DEVELOPER** has constructed a housing subdivision, Laurel Park, 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-Richmond County Commission for maintenance and control; and

WHEREAS, the road right-of-ways and storm drainage system shall remain private and they shall be solely the responsibility of **DEVELOPER;** and

WHEREAS, 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; and

WHEREAS, a final plat of the above stated subdivision has been prepared by H&C Surveying, Inc., dated September 16, 2022, approved December 5, 2022 by the Augusta Richmond County Planning Commission and January 3, 2023 by the Augusta Commission, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 18 Page(s) 10-13. 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/OWNER** 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 _____ 2024, between **DEVELOPER** and **AUGUSTA**,

WITNESSETH:

That **DEVELOPER**, 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 easement(s), in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, which is not within the rights-of-way of said subdivision, if any, as shown on the aforementioned plats, and/or as shown upon any as-built drawings supplied to **AUGUSTA** by **DEVELOPER**; and

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivision, as shown on the aforementioned plats

and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER, including, but not limited to Firestone Drive.

DEVELOPER further agrees that 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 covenants that it, its heirs, legal representatives, successors and assigns, shall maintain the roads and streets as private streets, and 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 heirs, legal representatives, successors and assigns, 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 its seal the day and year first above written.

DEVELOPER:

LAUREL PARK AUGUSTA, LLC

Kevin Rosini
Witness

By: [Signature]
Keith Blaschke

As Its: Member

Sharon L Powell
Notary Public
State of GA, County of Columbia
My Commission Expires: 9-7-2026



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary