

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

LOCAL AGENCY: **Augusta, Georgia**
ADDRESS: **452 Walker Street, Suite 200**
Augusta, Georgia 30901
TAX PARCEL ID NO.: **B**

THIS AGREEMENT, made this _____, by
and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the
DEPARTMENT, first party, and Augusta, Georgia hereinafter called the LOCAL AGENCY, second party.

W I T N E S S E T H:

WHEREAS, a third-party, Five Stars Fuels of GA, LLC, in connection with the development
of an adjacent parcel, donated property to the DEPARTMENT along Gordon Hwy/SR 10/US 78 in
Richmond County, Georgia; and

WHEREAS, the LOCAL AGENCY has existing property interests located along **Gordon
Hwy/SR 10/US 78 / Parcel B (0.09 acres)** with property interests located upon a right-of-way or easement
with rights to install, operate and maintain such facilities thereon; and

WHEREAS, the location of said right-of-way or easement is shown on the attached plat. The
existing facilities are not currently in conflict with the highway; however, if they are later found to be in
conflict, they will be relocated or adjusted, if necessary, to accommodate the highway and/or future
proposed highway construction; and

WHEREAS, the DEPARTMENT and the LOCAL AGENCY desire to enter into an
agreement relative to the encroachment of the easement upon which the facilities are located on the right-
of-way.

NOW, THEREFORE, in consideration of One & No/100 Dollars (\$1.00) in hand paid and
other valuable considerations received by the LOCAL AGENCY and further in consideration of the
premises and the mutual covenants of the parties hereinafter set forth, it is hereby agreed:

1. The LOCAL AGENCY relinquishes and grants to the DEPARTMENT all its existing
property interests at the locations shown on the attached plat and grants to the DEPARTMENT the
right to construct, operate and maintain the above referenced highway across the LOCAL AGENCY 'S
right-of-way or easement under the terms and conditions as herein stated.

2. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands
crossed by the LOCAL AGENCY 'S rights-of-way or easement located within the limits of the right-of-
way acquired by the DEPARTMENT.

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

3. The LOCAL AGENCY agrees to relocate or adjust existing LOCAL AGENCY facilities if later found in conflict with the highway and/or any future highway construction projects. All costs incurred by the LOCAL AGENCY related to such relocation or adjustment of its existing facilities shall be reimbursed through a separate agreement by the DEPARTMENT in accordance with Federal and State laws. Comparable pre-existing ingress and egress to LOCAL AGENCY property rights and facilities will be provided to the LOCAL AGENCY at DEPARTMENT expense. LOCAL AGENCY retains fully adequate right of ingress and egress to LOCAL AGENCY property rights and facilities.

4. The LOCAL AGENCY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the LOCAL AGENCY'S facilities shall be in accord with the Utility Accommodation Policy and Standards Manual, current edition, issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the LOCAL AGENCY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the acquired right-of-way.

5. The DEPARTMENT agrees to notify the LOCAL AGENCY when a highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will relocate or adjust its facilities, if necessary.

6. This Agreement contains the entire agreement of the parties hereto, and no representation, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provision of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

7. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

Witness

AUGUSTA, GEORGIA

Notary Public

State of Georgia, County of _____

My Commission Expires: _____

Garnet L. Johnson

As its Mayor

(Notary Seal)

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above named Officer is duly authorized to execute this document.

FEIN _____

BY: _____

Lena Bonner, Clerk of Commission

(OFFICIAL SEAL)

ACCEPTED:

PROJECT Nos.: N/A

COUNTY: Richmond

P.I. Nos.: A-245-011828-2

DATE: October 8, 2025, FB

DEPARTMENT OF TRANSPORTATION

BY: _____

COMMISSIONER

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____

TREASURER

(OFFICIAL CUSTODIAN OF THE SEAL)

BENJAMIN F. MCELREATH
HULL BARRETT, P.C.
801 BROAD ST., FL 7
AUGUSTA, GA 30901-1231
706.828.2042 FILE #10570-1702

D: DEED B: 2020 P: 2311 RWD
07/08/2026 10:03 AM
Doc # 2026022707 Pages: 3 Rec Fees: \$25.00
Transfer Tax: \$0.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

**GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET N.W., ATLANTA GEORGIA 30306**

RIGHT-OF-WAY DEED

GEORGIA, RICHMOND COUNTY

STATE ROUTE NO. 10
PERMIT NO. A-245-013747-2

THIS CONVEYANCE made and executed the 29th day of April, 2026.

WITNESSETH that **Five Stars Fuels of GA, LLC** the undersigned (hereinafter referred to as "Grantor") is the owner of a tract of land in RICHMOND COUNTY through which the highway, known as State Route 10, has been laid out by the DEPARTMENT OF TRANSPORTATION being more particularly described in a map and drawing of said road in the office of the Department of Transportation, One Georgia Center, 600 West Peachtree Street N.W. Atlanta Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right-of-way for said road as surveyed, being more particularly described as follows:

All that tract of parcel of land lying and being in Land Lot n/a of the n/a Land District and/or 119th Georgia Militia District of Richmond County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right-of-way is hereby conveyed, consisting of 0.09 acres, more or less, as shown colored yellow on the plat of the property prepared by James G. Swift & Associates, dated March 6, 2026; said plat attached hereto and made part of this deed as Exhibit "A".

Parcel No. 080-0-202-00-0

STATE ROUTE NO. 10
PERMIT NO. A-245-013747-2

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
this 29th day of April,
2026, in the presence of:

 (L.S.)

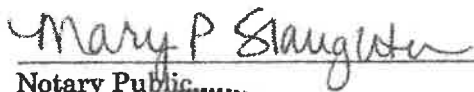
GURPREET WALIA

____ (L.S.)

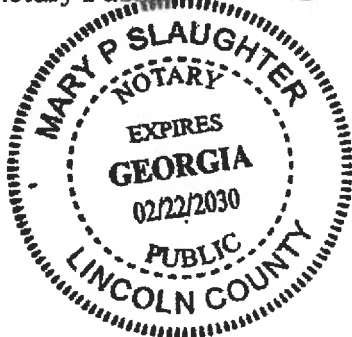
____ (L.S.)



Witness

 (L.S.)

Notary Public



Parcel No. 080-0-202-00-0

TO 118
Revised 07/15/2009

