

**AFTER RECORDING, PLEASE
RETURN TO:**
AUGUSTA LAW DEPARTMENT
520 GREENE STREET
AUGUSTA, GA 30901-4415 WB

Book 01430:1838 Augusta - Richmond County
2014012684 02/28/2014 14:21:47.00
\$0.00 WARRANTY DEED

2014012684 Augusta - Richmond County

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION

THIS INDENTURE, made and entered into this 31st day of July, 2013, by and between **BRENT WILLHAVEN, LLC**, a Georgia 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-Richmond County 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 storm sewerage system as the same are now located and existing as shown and delineated on a plat of **Willhaven, Phase III, Section 4** as prepared by John F. Brewer, GA RLS, of Brewer & Dudley, dated 7/31/13, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet ____, Slide ____, Plat ____ and in Book 9, Pages 109 et seq; 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 sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "HUNTCLIFFE DRIVE - 60' R/W"; and BROADMOOR COURT - 60' R/W; and on that certain plat of **Willhaven, Phase III, Section 4**, as prepared by John F. Brewer, GA RLS, Brewer & Dudley, dated 7/31/13, revised N/A, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet ____, Slide ____, Plat __ and in Book __, Pages __ et seq; 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.

TO HAVE AND TO HOLD SAID roads, easements and storm sewerage system, 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:

Donna H. Black
Witness

Donna H. Black
Notary Public, Georgia 5-1-17

BRENT WILLHAVEN, LLC

By: *[Signature]* (Seal)
As its: Member

ACCEPTED BY:

AUGUSTA, GEORGIA

By: *[Signature]*
Its: Mayor

Attest: *Nancy W. Morawski*
Its: Clerk of Commission
(SEAL)



Filed in this office:
Augusta - Richmond County
02/28/2014 14:21:47.00
Elaine C. Johnson
Clerk of Superior Court

AGM
2/6/14

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Book 01430:1847 Augusta - Richmond County
2014012688 02/28/2014 14:29:35.00
\$0.00 MISCELLANEOUS
2014012688 Augusta - Richmond County

**SUBDIVISION: WILLHAVEN, PHASE III
SECTION 4**

**RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM**

WHEREAS, Broadmoor Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Broadmoor Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Broadmoor Court, 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 from Centerline of Huntcliffe Drive
Continuing as Broadmoor Court 149' North
to and including cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.03 mile
- (c) Width & type of road surface:
31' from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
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 17th day of FEBRUARY, 20 14.

AUGUSTA, GEORGIA

BY: [Signature]
AGM As Its Mayor

Attest: Nancy W. Morawski 2/6/14

Filed in this office:
Augusta - Richmond County
02/28/2014 14:29:35.00

Elaine C. Johnson
Clerk of Superior Court

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SUBDIVISION: WILLHAVEN, PHASE III
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Continuing as Broadmoor Court 149' North
to and including cul-de-sac

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0.03 mile

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

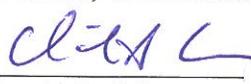
(d) Right-of-Way:

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 17th day of FEBRUARY, 2014.

AUGUSTA, GEORGIA

BY: 
AGM As Its Mayor

Attest: Nancy W. Morawski 2/6/14

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Elaine C. Johnson
Clerk of Superior Court

AFTER RECORDING, PLEASE

RETURN TO:

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520 GREENE STREET
AUGUSTA, GA 30901-4415 WB

Book 01430:1848 Augusta - Richmond County

2014012689 02/28/2014 14:29:35.01

\$0.00 MISCELLANEOUS



2014012689 Augusta - Richmond County

SUBDIVISION: WILLHAVEN, PHASE III
SECTION 4

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Huntcliffe Drive is an existing road in Richmond County, Georgia, open to public usage; and

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Huntcliffe 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 from the existing Huntcliffe Drive
continuing North 233' to the East Centerline of Huntcliffe Drive

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

0.04 mile

(c) Width & type of road surface:

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

(d) Right-of-Way:

60' foot

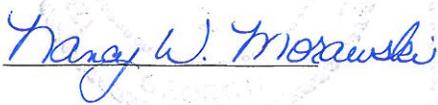
The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this 7TH day of FEBRUARY, 2014.

AUGUSTA, GEORGIA

BY: 

 As Its Mayor

Attest: 

2/6/14

Filed in this office:

Augusta - Richmond County

02/28/2014 14:29:35.01

Elaine C. Johnson

Clerk of Superior Court

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**SUBDIVISION: WILLHAVEN, PHASE III
SECTION 4**

**RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM**

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Beginning from the existing Huntcliffe Drive
continuing North 233' to the East Centerline of Huntcliffe Drive

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

0.04 mile

(c) Width & type of road surface:

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

(d) Right-of-Way:

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 7TH day of FEBRUARY, 2014.

AUGUSTA, GEORGIA

BY: [Signature]
As Its Mayor

2/6/14

Attest:

[Signature]



**AFTER RECORDING, PLEASE
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Book 01430:1842 Augusta - Richmond County
2014012686 02/28/2014 14:26:40.00
\$0.00 WARRANTY DEED

2014012686 Augusta - Richmond County

Clerk's Note
Document Damaged
Prior To Filing

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
WILLHAVEN, PHASE III, SECTION 4
[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, BRENT WILLHAVEN, LLC, a Georgia Limited Liability Company, hereinafter known as "DEVELOPER", owns a tract of land in Richmond County, Georgia, known as Willhaven, Phase III, Section 4, in the building of a housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

WHEREAS, it is the desire of DEVELOPER, to deed the water distribution system and the gravity sanitary sewer 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, a Final Plat, of the above stated subdivision, which were prepared by Brewer & Dudley, dated January 31, 2013, said plat being recorded in the Realty Records of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Plat Reel _____, Pages _____, and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, AUGUSTA, by and through the Augusta-Richmond County 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 said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture made this 31st day of July, 2013 between DEVELOPER and AUGUSTA,

AUD 9/20/2011

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 over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat.

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 does further agrees that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

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 constructing, laying, relaying, replacing, installing, adding, expanding, 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; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to

immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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.

Signed, sealed and delivered in
the presence of

Nicah Goodman
Witness

Donna H. Black
Notary Public

State of Georgia

County of Fayette

My Commission Expires: 5.13.21.13

BRENT WILLHAVEN, LLC

By: [Signature]
Brent Scarbrough

As Its Member

By: [Signature]
Robert F. Rolader

As Its Manager

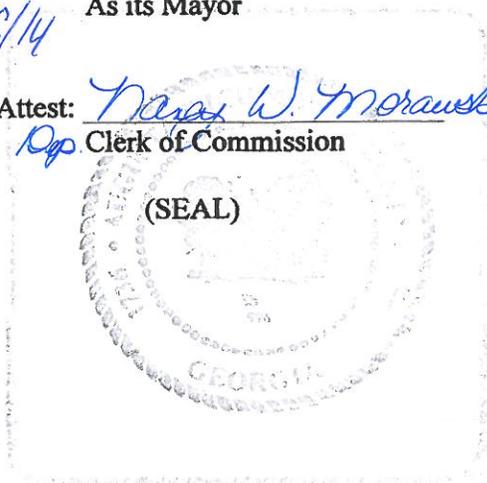
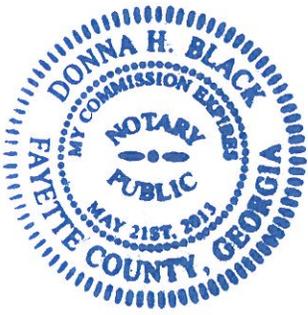
ACCEPTED BY:

AUGUSTA, GEORGIA

By: [Signature]
David S. Copenhaver
As its Mayor

AGM
2/6/14

Attest: [Signature]
Rep. Clerk of Commission



AUD 9/20/2011

Filed in this office:
Augusta - Richmond County
02/28/2014 14:26:40.00
Elaine C. Johnson
Clerk of Superior Court

Book 01430:1845 Augusta - Richmond County
2014012687 02/28/2014 14:28:17.00
\$0.00 AGREEMENT



2014012687 Augusta - Richmond County

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AUGUSTA, GA 30901-4415 WB

*Clerk's Note
Document Damaged
Prior To Filing*

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

WILLHAVEN, PHASE III, SECTION 4

(Utility Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this 31st day of July, 2013, by and between BRENT WILLHAVEN, LLC, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, the DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system for the subdivision known as WILLHAVEN, PHASE III, SECTION 4, as shown by a Deed of Dedication, 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 to maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

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

(1) **AUGUSTA** accepts the gravity sanitary sewer system and water distribution system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission.

(2) The DEVELOPER agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen months from the date of the approval of this document by the Augusta-Richmond County Commission.

(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 Deed due to failure 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 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**, 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 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 the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** 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.

Signed, sealed and delivered, in the presence of:

BRENT WILLHAVEN, LLC

Nicah Goodman
Witness

By: [Signature]
Brent Scarbrough
As Its Member

Donna H Black
Notary Public

State of Georgia

By: [Signature]
Robert F. Rolader
As Its Manager

County of Fayette

My Commission Expires: 5.21.13

ACCEPTED BY:

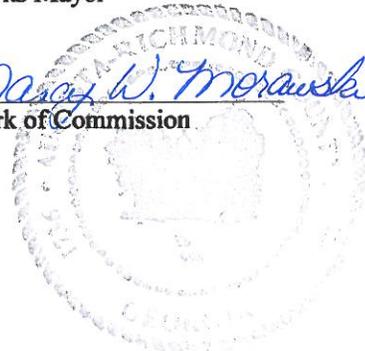
AUGUSTA, GEORGIA

By: [Signature]
AGM
2/6/14
David S. Copenhaver
As its Mayor

Attest: Nancy W. Morawski
Dep. Clerk of Commission



(SEAL)



Filed in this office:
Augusta - Richmond County
02/28/2014 14:28:17.00
Elaine C. Johnson
Clerk of Superior Court

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Book 01430:1840 Augusta - Richmond County

2014012685 02/28/2014 14:23:56.00

\$0.00 AGREEMENT



2014012685 Augusta - Richmond County

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this 31st day of July, 2013, by and between Brent Willhaven, LLC, 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, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Willhaven Subdivision, Phase III, Section 4, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, 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;

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) The City accepts the roads and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date 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 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, the City 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 and shall have the repairs completed at a reasonable time, 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, the City 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.

BRENT WILLHAVEN, LLC

BY: [Signature] (L.S.)
Brent Scarborough
AS ITS: Managing Member

AUGUSTA, GEORGIA

[Signature] (L.S.)
As Its Mayor

ACM
2/6/14

Notary:
[Signature]

My Commission Expires



Filed in this office:
Augusta - Richmond County
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Elaine C. Johnson
Clerk of Superior Court