

**State of Georgia  
County of Richmond**

**AUGUSTA, GEORGIA  
DEED OF EASEMENT**

**PARCEL IDENTIFICATION NUMBER:** 157-0-006-01-0 **ADDRESS:** 3661 Mike Padgett Highway (the "Property")

THIS INDENTURE made and entered into this \_ day of \_\_\_\_\_ 2024, between **Drayton-Parker Companies, LLC**, a limited liability company created under the laws of the State of Georgia, hereinafter referred to as DRAYTON-PARKER, and **Augusta, Georgia**, a political subdivision created under the laws of the State of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that DRAYTON-PARKER, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by AUGUSTA at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto AUGUSTA, its successors and assigns, an exclusive permanent utility, access and maintenance easement in perpetuity under, across and through the hereinafter described parcel of land as follows;

SAID PERMANENT EASEMENT consists of 32,014.26 Square Feet, more or less, of permanent utility, access and maintenance easement, as shown on "Exhibit A", attached hereto and made a part hereof, to which reference is made for a more accurate and complete description, and being for the purpose of laying, relaying, installing, extending, operating, repairing and maintaining pipelines transporting and carrying utility and fiber optics services, for AUGUSTA.

DRAYTON-PARKER does also grant, bargain, sell and convey unto AUGUSTA, its successors, assigns, and legal representatives the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

DRAYTON-PARKER further grants unto AUGUSTA the right to stretch communication lines, or other lines, within the easement, for the use of AUGUSTA, its successors, assigns, representatives, agents, and designees, upon or under said land, within said easements, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign said easements in whole or in part.

DRAYTON-PARKER, its successors, assigns, and legal representatives, shall have, after the construction of AUGUSTA's utility services, the right to use said permanent easement, as

described above, in any manner not inconsistent or interfering with the rights herein granted, including, but not limited to, retention ponds, parking lots, driveways and landscaping (collectively the "Encroachments"), and the ongoing right to maintain, repair and/or replace said Encroachments, provided that (a) the proposed location of and plans for said Encroachments shall be subject to review and approval by the appropriate official(s) of AUGUSTA, which approval shall not be unreasonably withheld, conditioned, or delayed, and (b) any of the Encroachments shall not obstruct or interfere with the proper operation, maintenance and repair of, or extensions or additions to AUGUSTA's facilities.

All work performed by AUGUSTA shall be performed in a good and workmanlike, lien-free manner, in accordance with all applicable laws, statutes and regulations of applicable governmental authorities.

In connection with any construction, maintenance and repair work undertaken by AUGUSTA pursuant to the Easement, AUGUSTA will use reasonable efforts to (a) minimize interruptions to the construction of DRAYTON-PARKER's improvements on the Property, (b) minimize interruptions of any business operating on the Property, and (c) keep the driveways and walkways of the Property open to vehicles and pedestrians, as applicable.

AUGUSTA agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair, and replacement of the facilities, AUGUSTA will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, irrigation system, curbs or paving disturbed by AUGUSTA as a result of such activities.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto AUGUSTA, its successors and assigns, in perpetuity.

[Signature pages to follow]

IN WITNESS WHEREOF, DRAYTON-PARKER has set its hand and seal, the day and

year first above written.

Signed, Sealed and Delivered in the presence of:

DRAYTON-PARKER COMPANIES, LLC

  
Witness

  
Keith Saltzman

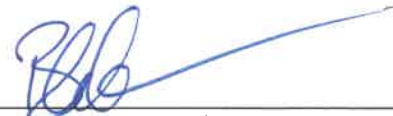
  
Notary Public, Chatham County, Georgia

As Its: VP of Finance

My Commission Expires: 3/7/26



  
Witness

  
Blake L. Greco

  
Notary Public, Chatham County, Georgia

As Its: General Counsel

My Commission Expires: 3/7/26



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)

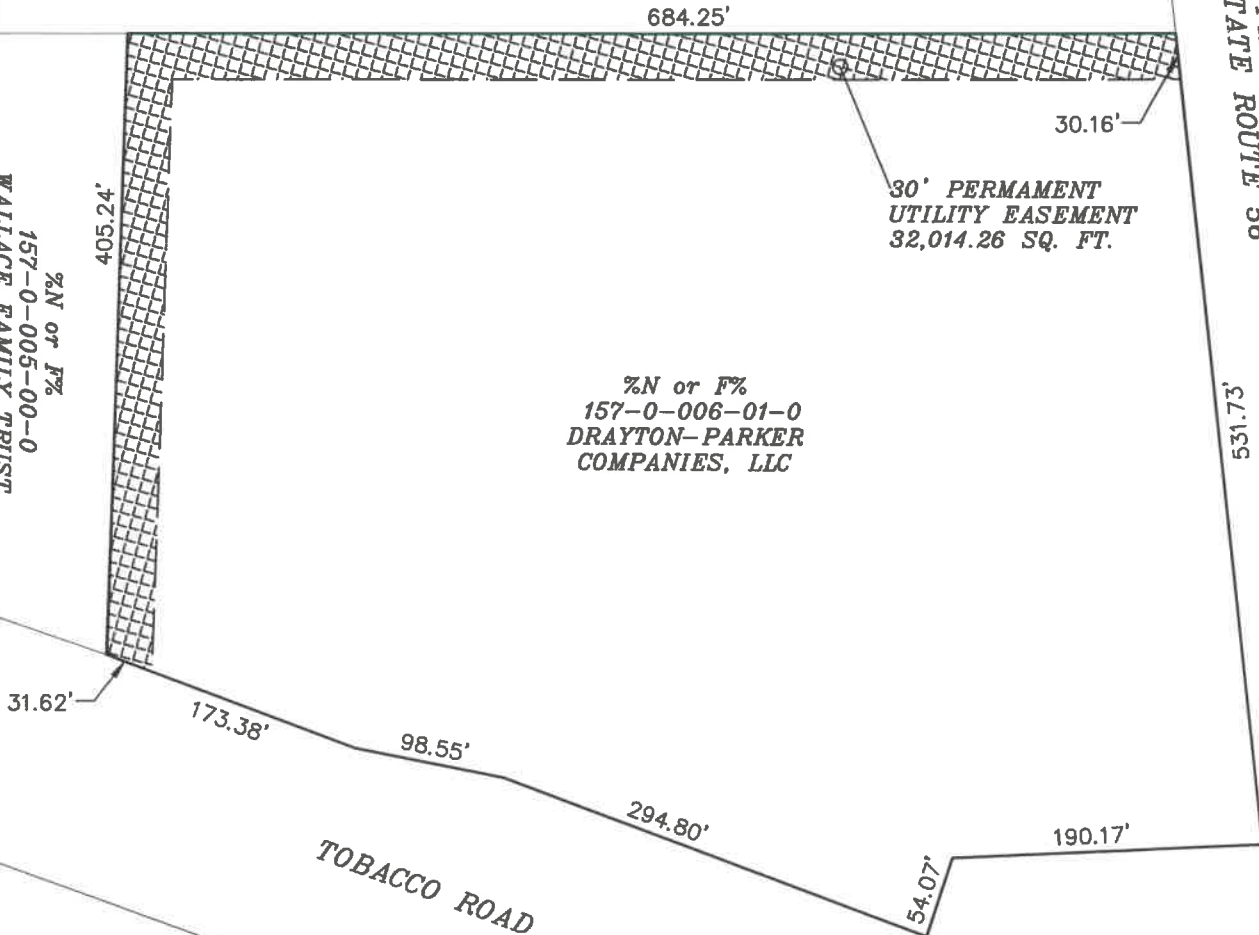
%N or F%  
157-0-008-01-0  
PALMETTO 56 SHOP LLC

MIKE PADGETT HIGHWAY  
STATE ROUTE 56

%N or F%  
157-0-005-00-0  
WALLACE FAMILY TRUST

%N or F%  
157-0-006-01-0  
DRAYTON-PARKER  
COMPANIES, LLC

30' PERMANENT  
UTILITY EASEMENT  
32,014.26 SQ. FT.



"EXHIBIT A"

**NOT TO SCALE**

**DRAYTON-PARKER  
COMPANIES, LLC**

*Augusta*  
G E O R G I A

**DRAWING INFORMATION**

PROJECT No: PARKER'S KITCHEN

DATE: OCT. 2023

NOTES:

1. NO BOUNDARY SURVEY PERFORMED.
2. BOUNDARY INFORMATION TAKEN FROM TOPOGRAPHIC SURVEY PERFORMED BY EMC ENGINEERING SERVICES, INC. DATED DEC. 14, 2022.
3. THIS EASEMENT IS FOR UTILITY SERVICES FOR AUGUSTA, GA.

**UTILITY EASEMENT**

**AUGUSTA UTILITIES DEPARTMENT  
452 WALKER STREET, SUITE 200  
AUGUSTA, GA 30901**

**1 OF 1**