

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets (Streets may be dedicated at a later date.)
THE COTTAGES AT ANSLEY

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS, THE ANSLEY COTTAGES, LLC, a company established under the laws of the State of Georgia, as the Grantor (hereinafter known as "DEVELOPER") owns a tract of land in Richmond County, Georgia, off of Cottage Drive, which is directly off of the western side of Augusta West Parkway (1235 Augusta West Parkway), and DEVELOPER has constructed a housing subdivision for seventy-five single family homes, **THE COTTAGES AT ANSLEY**, 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**, as the Grantee (hereinafter known as "AUGUSTA"), a political subdivision of the State of Georgia, acting by and through the Augusta Commission, for maintenance and control; and

WHEREAS, the road rights-of-way and storm drainage system will remain private, until such time as the DEVELOPER is allowed to dedicate them to AUGUSTA; and

WHEREAS, until such time that the rights-of-way and storm drainage system are dedicated to AUGUSTA, the maintenance, repair, replacement and control (or any other issues

arising from the rights-of-way and storm drainage system) of the storm drainage system and the road and street system (rights-of-way) will be strictly the responsibility of DEVELOPER; and

WHEREAS, a final plat of the above stated subdivision has been prepared by Jachens Land Surveying, Inc., dated May 11, 2023, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Plat Book 18 Pages 137-140, reference herein made to said plat for a more complete and accurate description as to the land herein described and which is made a part hereof by reference; 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 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 _____ 2023, between DEVELOPER and AUGUSTA,

WITNESSETH:

That DEVELOPER, its successors, assigns and legal representatives, 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, assigns and legal representatives, the following, to-wit:

Exclusive 20-foot easement(s), unless otherwise noted, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, which is not within the rights-of-way of said subdivisions, as shown on the aforementioned plat, and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER.

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivisions, 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 Cottage Drive and Camden Circle.

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

For the duration of the time that the rights-of-way remain private, 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.

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 successors, assigns and legal representatives, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against the lawful claims of all persons owning, holding or claiming by, through or under DEVELOPER.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed its seal the day and year first above written.

DEVELOPER:

THE ANSLEY COTTAGES, LLC

[Signature]
Witness

[Signature]
Matt Mills

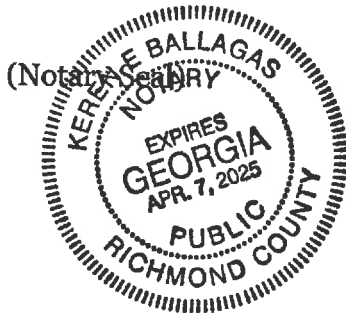
(Seal)

As the: Authorized Agent of
Property Owner

[Signature]
Notary Public

State of Georgia, County of Richmond

My Commission Expires: April 7, 2025



(Signatures continue on next page.)

ACCEPTED:

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)