

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION AND AGREEMENT

Water Distribution System Only

Streets and Storm Drainage System Will Be Private

PREMIER ESTATES

In this agreement, wherever herein DEVELOPER, OWNER, AUGUSTA, or any other party name is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives and assigns of the same.

WHEREAS Advanta IRA Administration, LLC FBO Bernadette Hughes IRA #1520129 (90.5%) and Advanta IRA Administration, LLC FBO Glen Hughes IRA #15242729 (9.5%), a company established under the laws of the State of Georgia, (hereinafter known as "ADVANTA") owns a tract of land in Richmond County, Georgia, with the present street address of 1843 Brown Road (property identification number 213-3-004-00-0) and has caused a subdivision by the name of Premier Estates, a gated community, to be constructed on said tract, and in which it has laid out a water distribution system; and

WHEREAS it is the desire of ADVANTA, to deed the water distribution system, to AUGUSTA, GEORGIA, (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 shall remain private and they shall be solely the responsibility of ADVANTA; and

WHEREAS ADVANTA 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, storm drainage system, retention/detention pond, 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 shall grant to AUGUSTA the necessary ingress and egress and easement(s) in connection with such construction and/or extension; and

WHEREAS a final plat of the above stated subdivision has been prepared by AyerCorp, dated May 24, 2024, approved August 6, 2024 by the Augusta-Richmond County Planning Commission, August 6, 2024 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 Plat Book 19 Page(s) 199-202, on August 22, 2024. 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;

NOW, THEREFORE this indenture made this _____ day of _____ 2024, between ADVANTA and AUGUSTA,

W I T N E S S E T H:

That ADVANTA, 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, 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, only as shown on the aforementioned plat. Any portion of the water distribution system that is not as shown on the plat is not included, or covered, under this agreement and will be considered privately owned by the ADVANTA; and

ADVANTA 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

ADVANTA 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.

ADVANTA 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.

ADVANTA agrees that there is an existing obstruction crossing the easements described herein, this being the fence and gates. ADVANTA agrees that should AUGUSTA damage or destroy said fence and/or gates during the exercise of any purpose or right granted to it herein, or during an emergency, as determined by AUGUSTA, AUGUSTA shall be in no way liable or responsible for said damage or destruction and shall not be liable or responsible for their repair or replacement. Repair or replacement of said fence and/or gates shall be solely the responsibility of ADVANTA.

ADVANTA agrees to provide AUGUSTA, specifically the Augusta Utilities Department, with access and entry to and through the gates twenty-four hours a day, seven days a week, for the purposes of meter reading, maintenance and repair, and any other purpose or right so stated in this document.

ADVANTA agrees that this agreement shall be deemed a covenant running with the land and shall be binding upon ADVANTA and its successors, heirs, assigns, and legal and personal representatives.

ADVANTA agrees that this agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

ADVANTA agrees that to the fullest extent permitted by Laws and Regulations, ADVANTA shall indemnify and hold harmless AUGUSTA, and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, architects, attorneys and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of ADVANTA, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against AUGUSTA or any of their consultants, agents or employees by any employee of ADVANTA, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for ADVANTA or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of ADVANTA under this paragraph shall not extend to the liability of AUGUSTA's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

TO HAVE AND TO HOLD said water distribution 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 ADVANTA, 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 ADVANTA has hereunto set its hand and affixed its seal the day and year first above written.

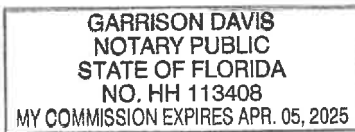
ADVANTA IRA Administration, LLC FBO Bernadette Hughes IRA #1520129 (90.5%) and Advanta IRA Administration, LLC FBO Glen Hughes IRA #15242729 (9.5%)

Jack Pike
Witness Jack Pike

Garrison Davis

Notary Public
State of Florida, County of Pinellas

My Commission Expires: 4/5/25
ACCEPTED:



By: Brett Lawton

Printed Name: Brett Lawton

As Its: Authorized Signatory

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)

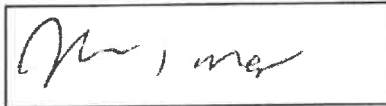
LLC Resolution of Advanta IRA Administration, LLC F/K/A Entrust Georgia, LLC

RESOLUTION AUTHORIZING CERTAIN INDIVIDUALS TO EXECUTE DOCUMENTS AND BIND ADVANTA IRA ADMINISTRATION, LLC.

WHEREAS, ADVANTA IRA ADMINISTRATION, LLC f/k/a Entrust Georgia, LLC currently has two (2) Managers, Jack M. Callahan, and Michael Callahan.

WHEREAS, the Members and Managers of ADVANTA IRA ADMINISTRATION, LLC unanimously wish to authorize certain individuals to execute any and all documents on behalf of the LLC for the benefit of the LLC's IRA client accounts, including but not limited to documents related to the purchase, sale, and transfer of real estate, mortgages, LLC's, notes and other private placements.

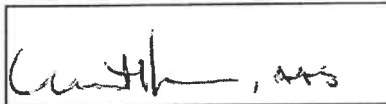
NOW, THEREFORE, BE IT RESOLVED, that any one of the following persons are authorized to execute documents and transfer, buy, and sell assets, including but not limited to real estate on behalf of and for the benefit of the clients of ADVANTA IRA ADMINISTRATION, LLC:



Jack Callahan, Manager




Michael Callahan, Manager



Robert A. Koerner
Authorized Signatory



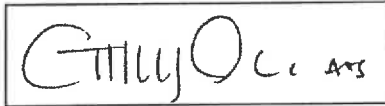
Scott R. Maurer
Authorized Signatory



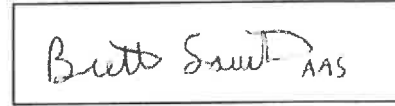
Paul Hutchings
Authorized Signatory



James Jason Smith
Authorized Signatory



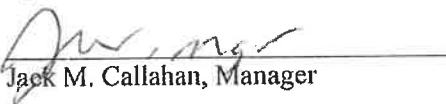
Courtney Maxa
Authorized Signatory



Brett Lawton
Authorized Signatory

Adopted this 25 day of May, 2023

By:



Jack M. Callahan, Manager



Michael Callahan, Manager

STATE OF FLORIDA / COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of May, 2023 by JACK M. CALLAHAN, Manager of ADVANTA IRA ADMINISTRATION, LLC and Michael Callahan, Manager of ADVANTA IRA ADMINISTRATION, LLC, on behalf of the company, who is personally known to me or has produced _____ as identification.


NOTARY PUBLIC