

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF EASEMENT DEDICATION

PIN: 022-3-002-00-0 ADDRESS: 102 Mason McKnight Jr Parkway
Utilities - Water and Gravity Sanitary Sewer

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.

THIS INDENTURE, made and entered into this ____ day of _____, 2023, between THE SHOPPES AT THE APEX, LLC, a Georgia limited liability company, hereinafter referred to as "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "AUGUSTA";

WHEREAS, DEVELOPER owns and has developed a commercial area at the southwest corner of NW Frontage Road and Mason McKnight Jr Parkway and now wishes to deed the water and gravity sanitary sewer to AUGUSTA, for maintenance and control, along with a 30-foot easement over the said water and gravity sanitary sewer and the free right of ingress and egress to and from said permanent easement for all purposes stated within this document; and

WHEREAS, a Record Plat prepared by Southern Partners, Inc. for Northern Tool, dated March 3, 2022, and revised January 18, 2023, March 30, 2023 and April 24, 2023, said plat being recorded in the office of the Clerk of the Superior Court of Richmond County,

Georgia, in Plat Book 18, Page 96, and to which reference is hereby made 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 and gravity sanitary sewer pipelines; and

NOW, THEREFORE

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 and gravity sanitary sewer pipelines, on the tract of land first described above, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following;

TO WIT

Exclusive 30-foot easement in perpetuity over the water and gravity sanitary sewer pipelines, as shown on the aforementioned plat and marked on same as "Area #3 Proposed 30' Combined Water and Sewer Easement to be Deeded to Augusta-Richmond County". Said easement shall be centered over the pipelines.

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 agree 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 and all other purposes stated herein.

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 and gravity sanitary sewer pipelines, 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:

THE SHOPPES AT THE APEX, LLC

Crowder
WITNESS

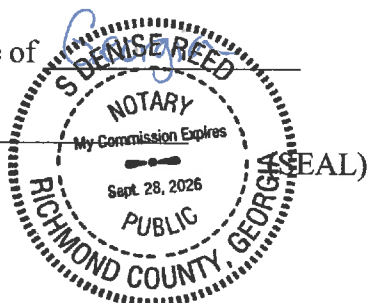
By: Mason McKnight, III

S Denise Reed
NOTARY PUBLIC

As Its: Member Manager

Richmond County, State of Georgia

My Commission Expires:



ACCEPTED:

AUGUSTA, GEORGIA

WITNESS

By: _____
Garnett Johnson
As its Mayor

NOTARY PUBLIC

Attest: _____
Clerk of Commission

State of _____ County of _____

My Commission Expires _____

(Notary Seal)

(SEAL)