

STATE OF GEORGIA  
COUNTY OF RICHMOND

**MAINTENANCE AGREEMENT**  
MYSTICAL ROSE GARDENS  
Water Distribution and Gravity Sanitary Sewer Systems  
(Streets may be dedicated at a later date.)

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Owner and Developer, NEK COMMERCIAL PROPERTIES, LLC, company established under the laws of South Carolina, hereinafter referred to as "OWNER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS Owner has requested that Augusta accept the water distribution and gravity sanitary sewer systems (SYSTEMS), for the subdivision known as GRANITE HILL, SECTION 4, PHASE 4, as shown by a Deed of Dedication (Deed), 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, Owner, maintain those installations and systems laid or installed in the subdivision, which Augusta does accept by Deed, for a period of eighteen (18) months;

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

(1) Augusta accepts the SYSTEMS for the MYSTICAL ROSE GARDENS subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.

(2) Owner agrees to maintain all the said SYSTEMS as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) Owner agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed

in said subdivision described in the Deed due to failure or poor workmanship, that Owner shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, Augusta shall notify Owner and set forth in writing the items in need of repair. Owner shall present, within fifteen (15) 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, Owner is unable to respond in a timely manner, or if the emergency is such that action has to be taken immediately, as determined by Augusta, Augusta shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at Owner's expense and allow Owner time to make the needed repairs in a reasonable time, as determined by Augusta. Owner will be presented with an invoice for said measures taken and agrees to pay same with thirty (30) days of receipt.

(6) In the event Owner fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then Augusta shall proceed to have the necessary corrective work done, and Owner agrees to be responsible to Augusta for payment, in full, of the costs of repairing the improvements and any other actions it had to perform due to the emergency situation, due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(7) Owner agrees that Augusta will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by Augusta. Before said services may be relocated, Augusta must be notified as to whom will be relocating the services and permission must be obtained. Augusta must be granted the opportunity to inspect the services relocations, before they are covered up.

(8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(9) In this Agreement, wherever herein the term Owner or Augusta is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

The term Owner shall also be construed to mean the owner of the property at the time of the signing of this agreement.

(10) 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.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, Owner 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

OWNER:

NEK COMMERCIAL PROPERTIES, LLC

C. Phillips  
Witness

Nkolika Aniedobe  
NKOLIKA ANIEDOBE

As its: Managing Member

Melissa K. Touchstone  
Notary Public

State of Georgia, County of Richmond

My Commission Expires: 08/19/2029



ACCEPTED BY:

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)