

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
(Streets may be dedicated at a later date.)
MYSTICAL ROSE GARDENS

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 if there is more than one Grantor or Grantee, Owner, or Developer the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee, Owner or Developer is used, the same shall be construed to include the heirs as well, executors, administrators, successors, representatives and assigns of the same. All granted rights and privileges, and all agreements contained in this document shall run with the land and shall be binding upon the heirs, executors, administrators, successors, representatives and assigns of the Grantor, Owner, or Developer.

WHEREAS NEK COMMERCIAL PROPERTIES, LLC., a company established under the laws of the State of South Carolina, as the Grantor (hereinafter known as "OWNER") is the owner and developer of a tract of land in Augusta, Richmond County, Georgia, located off Tobacco Road, and OWNER has constructed a housing subdivision known as MYSTICAL ROSE GARDENS 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 OWNER 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 OWNER 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 OWNER; and

WHEREAS a final plat of the above stated subdivision has been prepared by EMC Engineering Services, Inc., dated January 29, 2026, revised March 16, 2026, approved by the Augusta-Richmond County Planning Commission on February 2, 2026, approved by the Augusta Commission on February 17, 2026, 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 21 Pages 143, 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 OWNER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains, lift stations and/or grinder pumps and that all said individual force mains, lift stations and/or grinder pumps shall remain private; and

WHEREAS OWNER has agreed 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.

NOW, THEREFORE, this indenture made this ____ day of _____ 2026,
between OWNER and AUGUSTA,

WITNESSETH:

That OWNER, 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 OWNER.

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivision, as shown on the aforementioned plat and/or as shown upon any as-built drawings supplied to AUGUSTA by OWNER, including, but not limited to Devine Mercy Drive.

All easements will run with the land and 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, OWNER, 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.

OWNER 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.

OWNER 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, fences, 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 OWNER, 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 OWNER.

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

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:

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)