

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water Main and Gravity Sanitary Sewer
Public Streets (May be dedicated at a later date.)
WEATHERSTONE TOWNHOMES**

In this agreement, wherever herein CYBER, HORTON or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS **CYBER DEVELOPMENT, LLC**, a corporation established under the laws of the State of Georgia, hereinafter known as “CYBER”, owns tracts of land in Richmond County, Georgia, presently known as 1044 Bent Water Circle (PIN 078-0-215-00-0), 350 Digital Drive (PIN 079-0-268-00-0) and 2933 Gordon Highway (PIN 078-0-006-00-0), on which CYBER has laid out a housing subdivision known as Weatherstone Townhomes, and for which it has constructed a water main and gravity sanitary sewer; and

WHEREAS, **D. R. HORTON, INC.**, a corporation established under the laws of the State of Delaware, hereinafter referred to as “HORTON”, joins in this Deed of Dedication as owner of certain lots within the Subdivision; and

WHEREAS it is the desire of CYBER and HORTON, to deed the water main, to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as “AUGUSTA”, for maintenance and control; and

WHEREAS a final plat for the above referenced subdivision has been prepared by James G. Swift & Associates and is dated as follows – Page 1 on July 16, 2024, Page 2 on July 15, 2024, and Pages 3 and 4 on January 4, 2022. Said plat was approved by the Augusta-Richmond County Planning Commission on January 6, 2025, 2024, approved by the Augusta Commission on February 6, 2025, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 99-102. 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 main and gravity sanitary sewer; and

WHEREAS CYBER and HORTON have 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 _____ 202__, between CYBER and HORTON as Grantor and AUGUSTA as Grantee,

WITNESSETH:

That CYBER and HORTON, their 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 main, 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 permanent easement(s), unless a differing width is noted on aforementioned plat, in perpetuity. Said easements will be centered over the water main and gravity sanitary sewer as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

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

CYBER and HORTON also grant 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 and any other purpose granted within this document.

CYBER and HORTON agree 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 fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water main and gravity sanitary sewer, 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 CYBER and HORTON, their 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 all claims of all persons whosoever.

IN WITNESS WHEREOF, CYBER and HORTON have hereunto set their hands and affixed their seals the day and year first above written.

CYBER DEVELOPMENT, LLC

By:

Ronald William Powell

As Its: Managing Member

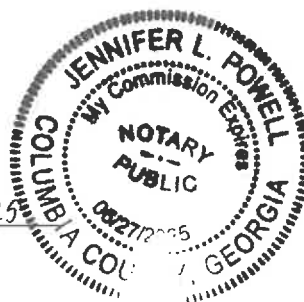
Witness

Notary Public

State of

County of

My Commission Expires: 06/27/2025
(SEAL)



Jessica Maloney
Witness

D. R. HORTON, INC.,
a Delaware corporation

By: Shamy Maher

Printed Name: Shamy Maher

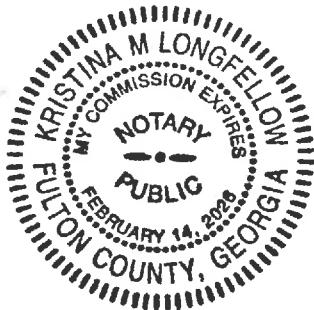
As Its: Vice President

Kristina M Longfellow
Notary Public

State of Georgia, County of Fulton

My Commission Expires 2-14-2026

(Notary Seal)



Attest: Nikki Gordon

Printed Name: Nikki Gordon

As Its: Assistant Secretary

(SEAL)



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)

(Faint Notary Seal)