

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
BRITTANY OAKS
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets**

In this agreement, wherever herein TBR, 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 **TBR TOWNHOMES, LLC**, a limited liability company established under the laws of the State of South Carolina, hereinafter known as “TBR”, owns a tract of land in Augusta, Georgia, presently known as 3303 Firestone Drive (PIN 141-0-004-04-0), on which TBR has constructed a residential subdivision known as Brittany Oaks (the “subdivision”), as shown on that certain plat of Brittany Oaks, prepared by Southern Partners, Inc., dated August 14, 2024, revised December 10, 2024 and February 4, 2025, approved by the Augusta-Richmond County Planning Commission on March 18, 2025, and the Augusta Commission on March 18, 2025, and recorded on April 8, 2025, in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 20, Pages 135-137, and to which reference is hereby made for a better description as to its metes and bounds; 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 the owner of certain lots within the subdivision; and

WHEREAS, as shown and depicted on the plat, the subdivision has been developed with a water distribution system and gravity sanitary sewer system; and

WHEREAS it is the desire of TBR and HORTON to deed the water distribution system and the gravity sanitary sewer system, 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 it is agreed that this document shall run with the land; 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 TBR and HORTON have agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

WHEREAS TBR and HORTON further agree 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 _____ 2025, between TBR and HORTON as Grantor and AUGUSTA as Grantee,

W I T N E S S E T H :

That TBR 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 distribution system and gravity sanitary sewerage system, by AUGUSTA, have and do 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 said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system 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

TBR and HORTON also grant to 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.

TBR 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 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 TBR 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, TBR has hereunto set its hand and affixed their seals the day and year first above written.

DEVELOPER:

Signed, sealed and delivered in the presence of

TBR TOWNHOMES, LLC
a South Carolina company

[Signature]
Witness

By: [Signature]
Jason H. Brittain
Member/Manager

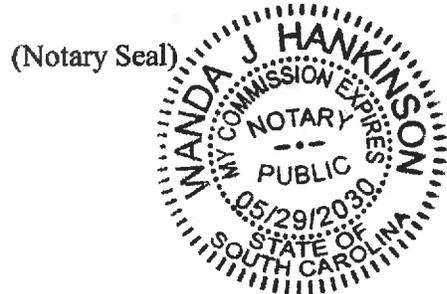
[Signature]
Notary Public

State of South Carolina

County of Aiken

My Commission Expires: 5/29/30

Attest: [Signature]
Todd Gaul
Member/Manager



IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered this 30th day of April, 2025 in the presence of:



Unofficial Witness



Notary Public

My Commission Expires: 2-14-2026

(NOTARY SEAL)



GRANTOR:

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

By: 

Name: ShamyI Maher
Title: Vice President

[CORPORATE 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)