

Return to:  
James T. Plunkett  
701 Greene St., Suite 104  
Augusta, GA 30901

STATE OF GEORGIA )  
 )  
RICHMOND COUNTY )

(Roads & Storm Sewer)  
**DEED OF DEDICATION**

Book 01178-1537 Augusta - Richmond County  
20080227491 08/08/2008 14:27:56.00  
\$0.00 WARRANTY DEED  
20080227491 Augusta - Richmond County

WHEREAS, **ARCADIA VENTURES, LLC** own a tract of land in Richmond County, Georgia known as **Arcadia, Phase 2** and in the building of a housing subdivision on said tract, it has laid out a storm drainage system, water distribution system, road and street system, and sanitary sewerage system; and,

WHEREAS, it is the desire of **Arcadia Ventures, LLC** to deed the storm drainage system, water distribution system, road and street system, and sanitary sewerage system to Augusta, Georgia, a political subdivision of the State of Georgia acting by and through its Commission for maintenance and control; and

WHEREAS, a plat of **Arcadia, Phase 2** has been prepared by James G. Swift & Associates, dated March 14, 2005 and said plat has been recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Deed Reel \_\_\_\_\_, pages \_\_\_\_\_; and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, Augusta, Georgia, by and through its Commission has consented and agreed to accept and maintain said storm drainage system, water distribution system, road and street system, and sanitary sewerage system.

NOW, THEREFORE, this indenture made this 4<sup>th</sup> day of March, <sup>2008</sup> 2005 between Arcadia Ventures, LLC, hereinafter referred to as the party of the first part and Augusta, Georgia, A POLITICAL SUBDIVISION, by and through its Commission, hereinafter referred to as the party of the second party,

WITNESSETH

That the party of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party the second part 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 storm drainage system, water distribution system, road and street system, and sanitary sewerage system, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to wit:

All the right, title and interest of the Party of the First Part in and to the storm drainage system, water distribution system, road and street system, and sanitary sewerage system as the same are now located and existing in Arcadia, Phase 2, as shown on a plat of said subdivision, which plat was prepared by James G. Swift & Associates and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Deed Reel \_\_\_\_, Pages \_\_\_\_\_.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm drainage system, water distribution system, road and street system, and sanitary sewerage system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the storm drainage system, water distribution system, road and street system, and sanitary sewerage system, as shown on aforementioned plat by James G. Swift & Associates, herein conveyed for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

**TO HAVE AND TO HOLD** said storm drainage system, water distribution system, road and street system, and sanitary sewerage system together with all and singular, the rights, members, appurtenances thereto to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever in fee simple.

**AND** the said party of the first part, its successors and assigns, will warrant and defend the right and title to the above described property, to the said party of the second part, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, the party of the first part has hereunto sets its hand and affixed its seal  
the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ARCADIA VENTURE, LLC

by: E. G. Mayloh  
as its: Member

Lisa McIlpina  
Patricia J. Starnes  
Notary Public  
Richmond County, Georgia  
My commission expires: 9/22/06

Accepted by Augusta, Georgia  
by and through its Commission

by: [Signature]  
as the Mayor

copy  
4/28/08

[Signature]  
Attest: Clerk of Commission



2008-02-27 14:27:56  
Book 01179:1539 Augusta-Richmond County  
2008027491 06/09/2008 14:27:56.00





WHEREAS, Augusta, Georgia, by and through its Commission has consented and agreed to accept and maintain said storm water easement, potable water distribution system, road and street system, and storm drainage system, as excepted thereto.

NOW, THEREFORE, this indenture made this 11<sup>th</sup> day of Jan, 2000 between Spring Hill Plantation, hereinafter referred to as the party of the first part, and Augusta, Georgia, a political subdivision, by and through its Commission, hereinafter referred to as the party of the second party.

**WITNESSETH:**

That the party of the first part for and in consideration of the sum of TEN and No/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party the second part 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 potable water distribution system, road and street system, and storm drainage system, as excepted thereto, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to wit:

All the right, title and interest of the Party of the First Part in and to the potable water distribution system, road and street system, and storm drainage system, excepting therefrom the storm water basin and outlet structure thereto, as the same are now located and existing in Arcadia, Phase I, as shown on a plat of said subdivision, which plat was prepared by James G. Swift & Associates and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Deed Reel 698, Page 411.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described potable water distribution system, road and street system, and storm drainage system, as excepted thereto. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the storm water basin, potable water distribution system, road and street system, as shown on aforementioned plat by James G. Swift & Associates, herein

conveyed for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

TO HAVE AND TO HOLD said potable water distribution system, road and street system, and storm drainage system, as excepted thereto, together with all and singular, the rights, members, appurtenances thereto to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever in fee simple.

AND the said party of the first part, its successors and assigns, will warrant and defend the right and title to the above described property, to the said party of the second part, its successors and assigns, against all claims of all persons whatsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto sets its hand and affixed its seal the day and year first above written.

SPRING HILL PLANTATION, a partnership

Signed, sealed and delivered  
in the presence of:

Mary M. Battey  
Witness

[Signature]  
By: LOUIS L. BATTEY, MD  
as a Partner

[Signature]  
Notary Public  
Richmond County, Georgia  
My commission expires



[Signatures continue on next page]

Filed in my office  
August 11, 2002  
2002012053 14:49:17.02  
State of Georgia

Book 00784:0712 Augusta - Richmond County  
2002012053 04/11/2002 14:49:17.02

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

Therese B Evans  
By: THERESE B. EVANS  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a Partner

[Signature]  
Notary Public  
Richmond County, Georgia  
My Commission Expires:  
Mar. 15, 2003  
PUBLIC  
RICHMOND COUNTY, GA

Signed, sealed and delivered  
in the presence of:  
[Signature]  
Witness

Caroline B. Brady  
By: CAROLINE B. BRADY  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a Partner

Timothy E. Motter  
Notary Public  
Richmond County, Georgia  
My Commission Expires:  
Mar. 15, 2003  
PUBLIC  
RICHMOND COUNTY, GA

ACCEPTED BY:  
AUGUSTA, GEORGIA  
by and through its Commission  
[Signature]  
By: HON. BOB YOUNG  
As the Mayor of Augusta, Georgia

ATTEST:  
[Signature]  
CLERK OF COMMISSION

Filed in this office:  
Augusta - Richmond County  
04/11/2002 14:49:17.02  
Elaine C. Johnson



**WHEREAS**, Declarant desires to provide and maintain adequate setbacks, signage controls, use restrictions, size restrictions and architectural design control in order to achieve the best use of the Property; and

ARTICLE I

**WHEREAS**, Declarant desires to subject the Property to the covenants, restrictions, easements and agreements hereinafter set forth, each of which is for the protection and benefit of the Property and for the benefit of all subsequent Lot Owners and which shall inure to the benefit of and run with the title to the Property; and

**WHEREAS**, the Declarant shall cause the Association to be incorporated under the laws of the State of Georgia for the purposes of exercising the powers and functions aforesaid; and

**WHEREAS**, It is to the interest, benefit and advantage of the Declarant, the Association, and each and every person who shall hereafter purchase a Lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same, and certain easements, reservations and servitudes to be imposed upon said Property, and the same be established, set forth and declared to be covenants running with the land.

**NOW, THEREFORE**, Declarant, for and in consideration of the premises and the benefits to be derived by the Declarant, the Association, and each and every subsequent owner of any of the Lots of said Subdivision, hereby declares that the Property is subject to this Declaration, and the Property shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration and subject to the covenants, restrictions, easements and agreements hereinafter set forth. Every grantee or beneficiary of any interest in any portion of the Property, by acceptance of a deed, lease or other conveyance or transfer of such interest, by operation of law or otherwise, whether or not it shall be so expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereto, shall take title to the Lots subject

to the terms and conditions of this Declaration and shall be deemed to have assented to the terms and conditions hereof.

**ARTICLE I**  
**RESIDENTIAL USE, BUILDING AND LOCATION OF STRUCTURES**

1.01. Use and Size of Structures.

All of the above described Lots, and all improvements thereon, shall be used only for residential purposes for the erection of one, detached single-family dwelling, not exceeding two (2) stories in height, which improvements must be approved in advance by the Architectural Control Committee. In approving any structure, the Architectural Control Committee, as hereafter described, shall require that the top stories of such structure be constructed in accordance with normal design practices and the top floor area not be proportionally small than is customary in residences of its type. The Architectural Control Committee, recognizing that the quantity of square foot does not alone necessarily determine design and construction quality or monetary value of a residential structure, shall not be bound by a minimum square footage requirement for a residence, but recognizes that homes with minimum square footage in the range of 1,750 - 2,000 square feet of habitable, living space, exclusive of any open porches or garages, are desirable. It is the intention, rather, of the Declarant that the sole criteria governing the nature of such improvements to be constructed in Arcadia shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings. Any attached or detached shed, garage or outbuilding shall be constructed of the same materials as the main building and approved by the Architectural Control Committee prior to the commencement of construction.

corrected by the Lot owner. Any such entry and abatement or removal shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement; provided, however, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion of title hereunder.

**ARTICLE VIII**  
**ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS**

**8.01. Additional Property.**

Additional real estate located adjacent to the Subdivision, which the Declarant may, but need not, decide to add to the scheme of the development herein set forth, shall be subjected to terms identical or substantially similar to these Declarations, and such terms shall be filed in the Office of the Clerk of Superior Court of Richmond County, Georgia. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Declarant to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to Phase I of Arcadia or the Phase I Swift Plat. In the event that said additional real estate shall be owned by persons or entities other than the Declarant, such owners shall, upon consent of the Declarant and upon the filing of such supplementary declarations, be considered a developer of such additional real estate and shall be entitled to all of the rights and privileges as to such additional real estate as established for the Declarant therein.

**8.02. Right to Extend Street, etc.**

The Declarant reserves for itself, and for its successors and assigns, or heirs and assigns, as the case may be, the right to extend the streets, utilities, storm drainage systems, and water and

sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth.

**ARTICLE IX**  
**MISCELLANEOUS PROVISIONS**

9.01. Severability.

The invalidation of any one or more paragraphs or portions of these Declarations and agreements by judgment or decree of court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in force and effect.

9.02. Declarations Run with the Land; Duration.

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Clerk of Superior Court of Richmond County, Georgia; shall thereupon run with the land and be binding upon all person or parties and their successors and assigns claiming title under or through the Declarant, until twenty (20) years from the recordation of this Declaration; and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter and for successive periods of ten (10) years each without limitation, unless within six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than 51% of the Lots then subject to these Declarations shall be placed on record in the Office of the Clerk of Superior Court of Richmond County, Georgia, in which agreement any of the aforementioned covenants, restrictions, reservations, servitude and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitude and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided. So long as the Declarant shall hold title to any portion of the herein above described property, or to any additional real estate added to the scheme of the development herein set forth in accordance with Article VIII of the Declarations, the Declarant, as well as its successors and assigns, or heirs and assigns, as the case may be, shall have, and is hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these Declarations and to waive, repeal or vary these Declarations in any one or more respects whenever in the sole and controlled opinion of the Declarant, such waiver, repeal or variance is not materially detrimental to the general nature in development of Arcadia as a residential area.

9.03. Survival of Declarations.

This Declaration and all covenants, restrictions, agreements, charges and lien rights contained herein shall be binding upon, and shall inure to the benefit of the successors, successors-in-title and assigns of Declarant and all owners, tenants, lessees, invitees and agents of any portion or portions of the Property.

9.04. Headings for Convenience Only.

Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or section to which they refer.

**IN WITNESS WHEREOF**, the Declarant and the Association have respectively caused these presents to be executed by and through their duly authorized officers and their seals affixed,

or hereunder set their hands and seals, as the case may be, the day and year first above written as the date of these presents.

*[Signature]*  
Witness  
and

By *[Signature]* L.S.  
LOUIS L. BARRY  
As a Father

[Signature pages immediately follow]

*[Signature]*  
Notary Public  
Richmond County  
My commission expires  
(SEAL)



SEEN, SEALED AND DELIVERED  
IN THE PRESENCE OF:  
*[Signature]*  
Witness  
and

By *[Signature]* L.S.  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a Father

*[Signature]*  
Notary Public  
Richmond County  
My commission expires  
(SEAL)



SEEN, SEALED AND DELIVERED  
IN THE PRESENCE OF:  
*[Signature]*  
Witness  
and

By *[Signature]* L.S.  
CAROLINE B. BRADY  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a Father

*[Signature]*  
Notary Public  
Richmond County  
My commission expires  
(SEAL)



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

May M. Battey  
Witness

and  
Timothy E. Moore  
Notary Public

Richmond County, Georgia  
My commission expires:

[SEAL]



**SPRING HILL PLANTATION, a partnership**

By: Louis L. Battey L.S.  
LOUIS L. BATTEY  
As a Partner

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Therese B. Evans  
Witness

and  
Timothy E. Moore  
Notary Public

Richmond County, Georgia  
My commission expires:

[SEAL]



By: Therese B. Evans L.S.  
THERESE B. EVANS  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a Partner

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Caroline B. Brady  
Witness

and  
Timothy E. Moore  
Notary Public

Richmond County, Georgia  
My commission expires:

[SEAL]



By: Caroline B. Brady L.S.  
CAROLINE B. BRADY  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a Partner

**ARCADIA PROPERTY OWNERS  
ASSOCIATION**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

M. B. Moss  
Witness

Louis L. Battey L.S.  
As its initial member

and  
Timothy E. Moses  
Notary Public  
Richmond County, Georgia  
My commission expires  
[SEAL]



...has submitted a subdivision  
...construction and/or  
...division development plan; and  
...does not desire to erect a fence around the retention  
...Augusta, Georgia an easement related  
...streets and roads within the subdivision  
...consideration of Augusta, Georgia, not requiring a fence to be  
...of the aforementioned subdivision, Spring Hill  
...defend and hold harmless Augusta, Georgia, the Augusta Commission,  
...agents, elected officials and officers, (f) against any and all damages to  
...property or injuries to or death of any person or persons, and (ii) from any and all claims,  
...demands, suits, actions, or proceedings of any kind or nature, of or by anyone whatsoever, in  
...any way resulting from or arising out of Augusta, Georgia approving said subdivision  
...development plan dated May 21, 1993, and last revised July 27, 1993, and submitted by Spring  
...Hill Plantation without a fence around the retention basin/pond on the subdivision development  
...plan. This property is shown on a plat that is recorded in the office of the Clerk of the Superior  
...Court of Augusta, Georgia, in Realty Book 698, Page 411.

PLEASE RETURN TO:

TIMOTHY E. MOSES  
HULL, TOWILL, NORMAN, BARRETT & SALLEY, P.C.  
P.O. BOX 1564  
AUGUSTA, GA 30903-1564  
(706) 722-4481

This Indemnity Agreement shall be binding upon the successors and/or assigns of Spring Hill Plantation. Spring Hill Plantation agrees that should the property be sold, a copy of this Indemnity Agreement will be made part of the closing documentation and shall be transferred at closing to the purchaser or assignee of Spring Hill Plantation.

Reference to this Indemnity Agreement shall be placed on the final plat for the construction and/or development.

Signed, Sealed and Delivered this 21st day of June, 2000

.....ment A

(To the Declaration of Protective Covenants and Easements for Arcadia Subdivision)

INDEMNITY AGREEMENT

WHEREAS, Spring Hill Plantation, a Georgia partnership, has submitted a subdivision development plan to Augusta, Georgia, in connection with the proposed construction and/or development of a subdivision known as Arcadia (Phase I); and

WHEREAS, a retention basin/pond is required for the subdivision development plan; and

WHEREAS, Spring Hill Plantation does not desire to erect a fence around the retention basin/pond; and

WHEREAS, Spring Hill Plantation desires to grant Augusta, Georgia an easement related to storm water originating from streets and roads within the subdivision.

NOW, THEREFORE, in consideration of Augusta, Georgia, not requiring a fence to be constructed around the retention basin/pond of the aforementioned subdivision, Spring Hill Plantation shall indemnify, defend and hold harmless Augusta, Georgia, the Augusta Commission, and their employees, agents, elected officials and officers, (i) against any and all damages to property or injuries to or death of any person or persons, and (ii) from any and all claims, demands, suits, actions, or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of Augusta, Georgia approving said subdivision development plan dated May 21, 1998, and last revised July 27, 1998, and submitted by Spring Hill Plantation without a fence around the retention basin/pond on the subdivision development plan. This property is shown on a plat that is recorded in the office of the Clerk of the Superior Court of Augusta, Georgia, in Realty Book 698, Page 411.

FURTHER, in consideration of Augusta, Georgia approving said subdivision development plan, Spring Hill Plantation shall indemnify, defend and hold harmless Augusta, Georgia, the Augusta Commission, and their employees, agents, elected officials and officers, against any and all damages to property or injuries to or death of any person or persons related to storm water management of storm water originating from the streets and roads of the subdivision.

This Indemnity Agreement shall be binding upon the successors and/or assigns of Spring Hill Plantation. Spring Hill Plantation agrees that should the property be sold, a copy of this Indemnity Agreement will be made part of the closing documentation and shall be transferred at closing to the successor or assignee of Spring Hill Plantation.

Reference to this Indemnity Agreement shall be placed on the final plat for the construction and/or development.

Signed, Sealed and Delivered this 21st day of July, 2000.

[Signature Pages immediately follow]

OWNER/DEVELOPER OF PLANTATION (Phase I):

SPRING HILL PLANTATION, a partnership

Mary M. Battey  
Witness

Louis L. Battey, MD  
By Louis L. Battey, MD  
As a Partner

Therese B. Evans  
Witness

Therese B. Evans  
By Therese B. Evans  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a  
Partner

Caroline B. Brady  
Witness

Caroline B. Brady  
By Caroline B. Brady  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a  
Partner

Owner/Developer of Arcadia (Phase I):

**SPRING HILL PLANTATION, a partnership**

Witness

By Louis L. Battey, MD  
As a Partner

*Timothy E. Hatcher*  
Witness

*Therese B. Evans*  
By Therese B. Evans  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a  
Partner

*Timothy E. Hatcher*  
Witness

*Caroline B. Brady, Co-Trustee*  
By Caroline B. Brady  
As Trustee under a Trust Agreement, dated  
December 24, 1992, for the Trust, as a  
Partner

①

Book 00973.0709 Augusta - Richmond County  
2005003982 01/28/2005 14:22:14.01  
\$147.00 WARRANTY DEED  
2005003982 Augusta - Richmond County  
Transfer Tax: \$133.00

*[Faint, illegible text from the reverse side of the document]*

Original, sealed and delivered in due presence of

SPRING HILL PLANTATION, a Georgia General Partnership

PLEASE RETURN TO: J. Noel Schweers, III  
One Tenth Street  
Suite 750  
Augusta, GA 30901

By: *[Signature]*  
Buyer Properties, LLC, as its duly authorized general partner

STATE OF GEORGIA  
COUNTY OF RICHMOND

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 26<sup>th</sup> day of January, 2005, between SPRING HILL PLANTATION, a Georgia General Partnership, called party of the first part, which expression shall include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits, and ARCADIA VENTURE, LLC, a Georgia limited liability company, called party of the second part, which expression shall include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits.

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand well and truly paid by the said party of the second part, the receipt and adequacy of which are hereby acknowledged, has bargained, granted, sold, aliened, conveyed, and confirmed, and by these presents does bargain, sell, alien, convey and confirm unto the said party of the second part, all those that tract or parcel of land situate, lying and being in Richmond County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH, all and singular, the rights, ways, easements, members, privileges and appurtenances to the said property, being, belonging, or in anyway appertaining, and the rents, reversions, issues and profits thereof and of every part thereof.

*PH 2 deed  
we are to  
But this is  
not a  
agreed to  
ca*

TO HAVE AND TO HOLD said property, and all and singular said rights and privileges, unto the said party of the second part, in fee simple, forever.

AND the said party of the first part, for itself and its successors and assigns, will warrant and forever defend the right and title to the above-described property, unto the said party of the second part, its successors and assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.


IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its general partner as of the day and year first above written.

Signed, sealed and delivered in our presence in  
Richmond County, Georgia

SPRING HILL PLANTATION, a Georgia  
General Partnership

By: **Batthey Properties, LLC**, as its duly  
authorized general partner

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Mary M. Batthey  
As its Manager

  
\_\_\_\_\_  
Notary Public, Richmond County, Georgia  
My commission expires:



Filed in Public Office  
August 14, 2005  
2005003962 01/28/2005  
L. C. Johnson  
Clerk of Superior Court

**Exhibit "A"**

All that lot, tract or parcel of land situate, lying and being in the 86<sup>th</sup> G.M.D. of Richmond County, Georgia, being shown and described as "51.11 ACRES" on that certain Release Plat dated November 24, 2004, prepared for Arcadia Phase II by James G. Swift & Associates and recorded simultaneously herewith in Plat Cabinet 1, Slide 130, # C, in the Office of the Clerk of Superior Court of Richmond County, Georgia. Reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

The above property is conveyed subject to that certain Declaration of Protective Covenants and Easements for Arcadia Subdivision dated July 21, 2000 which are recorded in Book 698, pages 1845-1859 in the Office of the Clerk of Superior Court of Richmond County, Georgia. The parties agree that the above property shall be Additional Property as provided in Section 8.01 of said declaration.

Personally appeared before me Louis J. Hattery, who on oath deposes and says that Spring Hill Plantation, a partnership, whose address is:

Address: 16 Highgate West  
Augusta, GA 30704  
Business: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Witnessed by me at Richmond County, Georgia, on 16 day of September, 2004, under authority vested in me as Notary Public. The business to be acted on is Real Estate.  
This instrument is made in accordance with the provision of O.C.G.A. § 15-1-40, as amended, and §§ 15-1-41 and 15-1-42.

Filed in this office:  
Augusta - Richmond County  
01/28/2005 14:22:14.01  
Elaine C. Johnson  
Clerk of Superior Court

Seen to and subscribed to before me this 14 day of September, 2004.  
Elaine C. Johnson  
Notary Public, Richmond County, Georgia



Elaine C. Johnson

Filed in this office:  
Augusta - Richmond County  
01/28/2005 14:22:14.01  
Elaine C. Johnson

Book 00700:1363 Augusta - Richmond County  
2000035559 09/18/2000 15:03:33.00  
\$10.00 TRADE NAME  
2000035559 Augusta - Richmond County

GEORGIA, RICHMOND COUNTY

00 SEP 15 PM 3:54

PLEASE RETURN TO:

TIMOTHY E. MOSES  
HULL, TOWILL, NORMAN, BARRETT & SALLEY, P.C.  
801 BROAD STREET, SUITE 700  
AUGUSTA, GA 30901  
706.722.4481

ELAINE C. JOHNSON  
CLERK SUPERIOR COURT

Personally appeared before me Louis L. Battey, who on oath deposes and says that Spring Hill Plantation, a partnership, whose address is:

Address: 16 Highgate West  
Augusta, GA 30909

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

(is)

doing business in Richmond County, Georgia at 16 Highgate West under the name and style of Arcadia. The business to be carried on is Real estate development.

This affidavit is made in accordance with the provision of O.C.G.A. § 10-1-490, as amended March 29, 1937 and March 20, 1943.

Sworn to and subscribed to before me this 14 day of September, 2000.

Timothy E. Moses  
Notary Public, Richmond County, Georgia  
commission expires \_\_\_\_\_



By: Louis L. Battey M.P.

Filed in this office:  
Augusta - Richmond County  
09/18/2000 15:03:33 00  
Elaine C Johnson