

Tax Parcel ID Nos.:

## DEED OF CONSERVATION EASEMENT

STATE OF GEORGIA

COUNTY OF COBB

THIS DEED OF CONSERVATION EASEMENT (herein "*Conservation Easement*") is made this 5 day of MARCH, 2026, by and between LEGACY STAR HOMES., LLC body corporate and politic created and existing under the laws of the State of Georgia whose address for notice hereunder is 3935 ALLEN LANE ("*Grantor*"), and the CITY OF POWDER SPRINGS, GEORGIA, a political subdivision of the State of Georgia, with an address of 4484 Marietta Street, Powder Springs, Georgia 30127 ("*Grantee*").

### RECITALS

A. Grantee is a governmental body empowered to hold an interest in real property under the laws of the State of Georgia.

B. Grantor owns in fee simple certain real property in Cobb County, Georgia, being 4,662 square feet, more or less, and being more particularly shown on Exhibit A attached hereto and incorporated herein and described on Exhibit A-1 attached hereto and incorporated herein (the "*Open Space Property*").

C. Grantor is willing to grant a perpetual Conservation Easement over the Open Space Property, thereby restricting and limiting the use of the Open Space Property (and contiguous water areas of the Open Space Property, if any), on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement.

D. Grantor and Grantee recognize the conservation value of the Open Space Property in its present state and have a mutual desire to afford protection thereto.

E. Both Grantor and Grantee recognize that a perpetual conservation easement is desirable for the protection of natural resources and preservation of open space, more specifically the limitation of land disturbance and decreasing the percentage of impervious surface within a warehouse development and conservation of land for recreation or aesthetic and environmental enrichment.

**NOW, THEREFORE**, as an absolute gift of no monetary consideration but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a Deed of Conservation Easement of the nature and character and to the extent hereinafter set forth, over the

Open Space Property more particularly described in Exhibit A, together with the right to preserve and protect the conservation values of the Open Space Property.

The purposes of this Conservation Easement are the protection of natural resources and preservation of open space, more specifically the limitation of land disturbance and decreasing the percentage of impervious surface within a warehouse development and conservation of land for recreation or aesthetic and environmental enrichment. To achieve such conservation purposes, the following conditions and restrictions are set forth:

#### **ARTICLE I. DURATION OF EASEMENT**

This Conservation Easement shall be perpetual. It is an assignable easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its successors and assigns, lessees, agents and licensees.

#### **ARTICLE II. RIGHTS OF GRANTEE**

To accomplish the purposes of this Conservation Easement the following rights are conveyed to Grantee by this Conservation Easement:

- A. To preserve and protect the conservation values of the Open Space Property; and
- B. Upon reasonable prior notice to Grantor, to enter upon the Open Space Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement.

#### **ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the Open Space Property inconsistent with the purposes of this Conservation Easement, whether building, grading, excavating, trenching, damming, dumping, etc., is prohibited. Any development that would significantly impair or materially interfere with the conservation values of the Open Space Property is prohibited.

#### **ARTICLE IV. RESERVED RIGHTS**

Grantor reserves to itself and to its successors, and assigns, all rights accruing from its ownership of the Open Space Property, including the right to engage in, or permit or invite others to engage in, all uses of the Open Space Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. All rights reserved by Grantor are considered to be consistent with the conservation purposes of this Conservation Easement and require no prior notification to or approval by Grantee.

#### **ARTICLE V. GRANTEE'S REMEDIES**

If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation or threatened violation and give a reasonable time for correction, if necessary. "*Reasonable time*" as used herein shall be in the sole discretion of Grantee, but shall in no event be less than thirty (30) days. This option shall not preclude Grantee's right to seek judicial enforcement of this Conservation Easement, and such written notification and opportunity to correct shall not be a prerequisite to judicial enforcement. All costs incurred by Grantee

in enforcing this Conservation Easement, including reasonable attorney's fees, shall be borne by Grantor, unless Grantor ultimately prevails, in which event each party shall bear its own costs.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Open Space Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Open Space Property resulting from such causes.

#### **ARTICLE VI. EXHIBITS, DOCUMENTATION AND TITLE**

A. A pictorial representation of the Open Space Property is attached as Exhibit A hereto and made a part hereof by reference.

B. Grantor covenants and represents that Grantor is the sole owner and is seized of the Open Space Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement and Grantor covenants that Grantee shall have the use of and enjoyment of all of the benefits derived from and arising out of the aforesaid Conservation Easement.

#### **ARTICLE VII. COSTS, LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE**

A. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Open Space Property, including taxes and any costs of remediation.

B. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, "*Indemnified Parties*") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Open Space Property, regardless of cause, unless due solely to the negligence or willful misconduct of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Open Space Property; (3) the presence or release in, on, from, or about the Open Space Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) any breach by Grantor of its obligations, covenants, representations, and warranties contained herein.

#### **ARTICLE VIII. GENERAL PROVISIONS**

A. **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the state of Georgia, including the Georgia Uniform Conservation Easement Act.

B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act, O.C.G.A. 44-10-1 *et. seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

E. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. **Joint Obligation.** The obligations imposed by this Conservation Easement upon Grantor and its successors and assigns shall be joint and several.

G. **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Open Space Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors and assigns, and the above-named Grantee and its successors and assigns.

H. **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or the Open Space Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. **No Public Access.** The granting of this Conservation Easement does not convey to the public the right to enter the Open Space Property for any purpose whatsoever.

J. **Notices; Grantee Consent.** Any notices shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses as the parties may establish in writing to the other. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by notice to Grantee. Such consent shall be deemed to have been given unless, within forty-five (45) days after receipt of notice, Grantee mails notice to Grantor of Grantee's disapproval and the reason therefore.

K. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

L. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

## ARTICLE IX. DEDUCTIBILITY FOR TAX PURPOSES

Grantor acknowledges that no one on behalf of Grantee has made any representations, express or implied, as to the deductibility of this Conservation Easement under federal, state, or local law or as to any of the tax benefits or burdens which may be borne by Grantor hereby. Grantor acknowledges that it has had the opportunity to seek legal counsel or the advice of a tax professional prior to the execution hereof and will hold harmless Grantee for any tax ramifications incurred hereby.

TO HAVE AND TO HOLD unto the City of Powder Springs, Georgia, a political subdivision of the State of Georgia, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, its successors and assigns, and shall continue as a servitude running in perpetuity with the Open Space Property.

TO BE EFFECTIVE upon the date of recordation in the official records of Cobb County, Georgia.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seal affixed, the day and year above written.

Signed, sealed and delivered  
in the presence of:

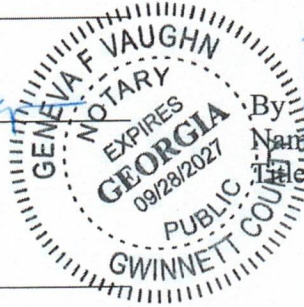
GRANTOR:

[Signature]

Legacy Star Homes

Unofficial Witness

Geneva F. Vaughn  
Notary Public



By: [Signature]  
Name: Legacy Star Homes (Delphine Bryant)  
Title: owner

My Commission Expires:

09/28/2027

[NOTARIAL SEAL]

Signed, sealed and delivered  
in the presence of:

GRANTEE:

Unofficial Witness

CITY OF POWDER SPRINGS, GEORGIA

Notary Public

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

[NOTARIAL SEAL]

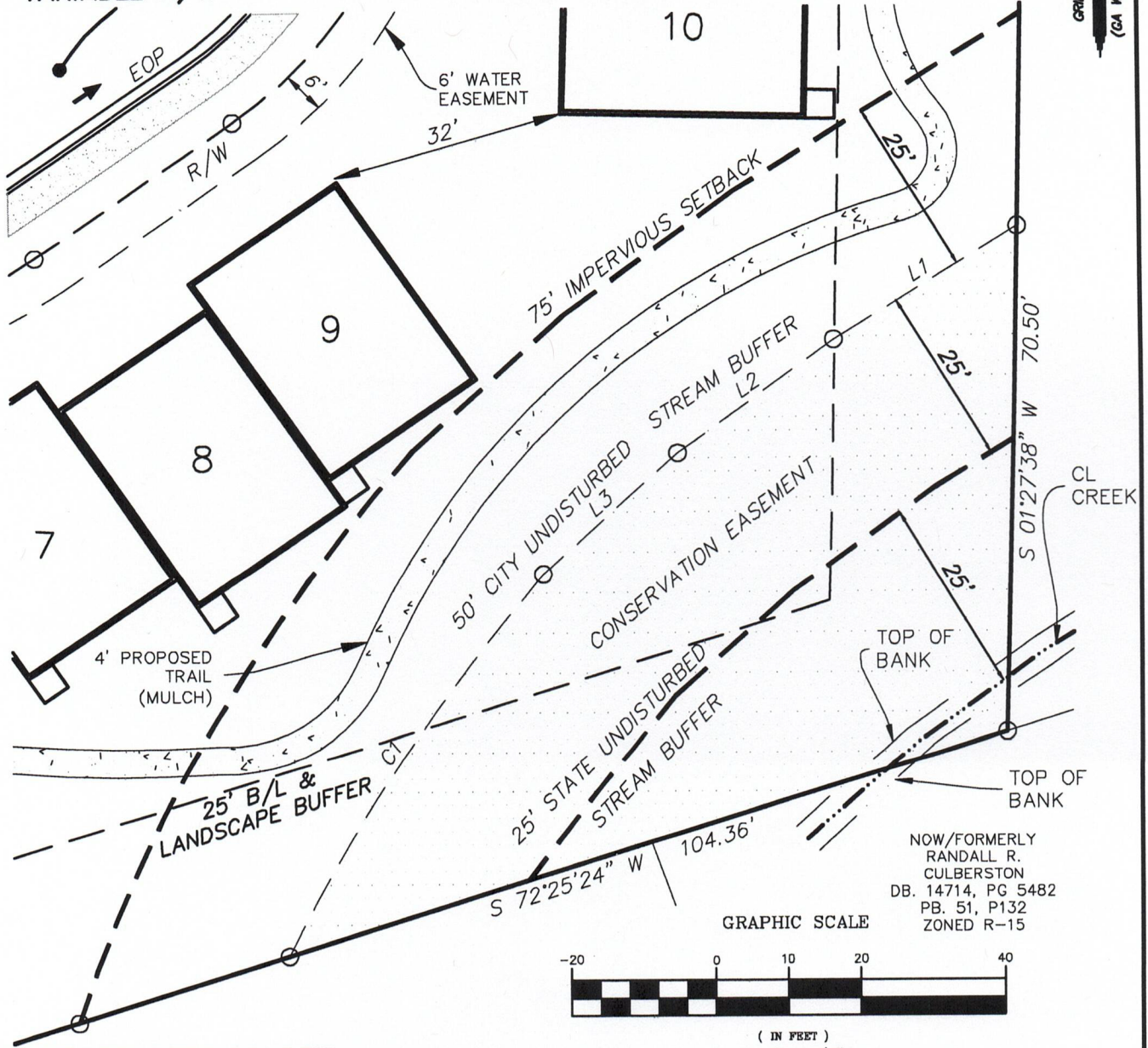
PROPERTY OWNER:  
 LEGACY STAR HOMES, LLC.  
 3935 ALLEN LANE  
 BUFORD, GA 30519

LINE TABLE		
LINE	DISTANCE	DIRECTION
L1	29.89'	S58°40'29"W
L2	26.84'	S54°01'20"W
L3	25.13'	S48°03'49"W

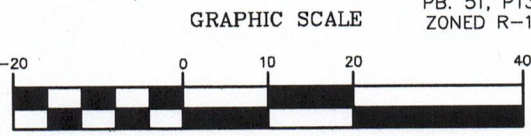
ACCESS EASEMENT AREA:  
 ±4,662 SQ.FT.  
 ±0.107 ACRES

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	254.28'	64.61'	64.44'	S33°15'13"W

LEGACY STAR CIRCLE  
 VARIABLE R/W



NOW/FORMERLY  
 RANDALL R.  
 CULBERSTON  
 DB. 14714, PG 5482  
 PB. 51, P132  
 ZONED R-15



( IN FEET )  
 1 inch = 20' ft.

CONSERVATION EASEMENT PLAT FOR:  
**CITY OF POWDER SPRINGS  
 WALTON STREET TOWNHOMES**

LOCATED IN LAND LOT 902  
 IN THE 19th DISTRICT, 2nd SECTION  
 CITY OF POWDER SPRINGS  
 COBB COUNTY, GEORGIA  
 SCALE: 1" = 20' DATE: MARCH 11, 2026



**centerline**

**Surveying and Land Planning, Inc.**  
 1301 SHILOH ROAD, SUITE 1210, KENNESAW, GA. 30144  
 PHONE: [REDACTED] FAX: [REDACTED]

WALTON STREET TOWNHOMES- CONSERVATION EASEMENT