



Engineering Services Committee Committee Room- 6/9/2008- 1:00 PM
Meeting

ENGINEERING SERVICES

1. Discuss and approve the transfer of the construction funds from the Travis Rd./Plantation Rd. Drainage Improvement Project to partially fund the infrastructure construction of the Dover-Lyman Project as requested by the Engineering Department. ☐ [Attachments](#)
2. Approve Change Order 3 to Daily Rate Construction Program for \$500,000.00. ☐ [Attachments](#)
3. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Barnett Crossing Subdivision, Section Four. ☐ [Attachments](#)
4. Motion to approve a Deed of Easement Dedication for Chester Avenue. ☐ [Attachments](#)
5. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Devereux Subdivision. ☐ [Attachments](#)
6. Approve extension of the lease agreement between Augusta and MAU for space within the Hatcher Building located at 501 Greene Street for a period of 30 months. The new rate is proposed to be \$13.25 per SF for the duration of the extension. ☐ [Attachments](#)
7. Presentation by Mr. Larry McCord regarding waterworks installation of a new water line and fire hydrant for new construction. ☐ [Attachments](#)

8. Approve the Paving Various Roads, Phase IX Project, to be funded from the One Percent Sales Tax Paving Various Dirt Roads Program, Phase IV account for the Engineering Department. ☐ [Attachments](#)
9. Discuss and approve the soil investigation of properties located at 2722 Smith Drive and 2725 Smith Drive as requested by the Engineering Dept. ☐ [Attachments](#)

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**Engineering Services Committee Meeting
6/9/2008 1:00 PM**

Agenda Item - Travis Rd/Plantation Rd. Drainage Impvts 2

- Department:** Abie L. Ladson, PE, Director of Engineering
- Caption:** Discuss and approve the transfer of the construction funds from the Travis Rd./Plantation Rd. Drainage Improvement Project to partially fund the infrastructure construction of the Dover-Lyman Project as requested by the Engineering Department.
- Background:** The infrastructure improvement to the Dover-Lyman includes Lyman Street, Dover Street, Miles Street, and Frohman Street. Specific improvements will consist of an enclosed storm drainage system, curb and gutter, sidewalks, street lights, and street resurfacing. Design and Land Acquisition cost will be covered through the Housing and Development Department. Currently, no funding source exists for the construction of this project. The funds from Travis Road/Plantation Road will only partially fund the needed construction cost. Both projects are located in District 6.
- Analysis:** The funds that will be transferred from Travis Road/Plantation Road to Dover-Lyman is \$2,000,000. The Travis Road/Plantation Road will have a change/reduction in scope, and will require additional engineering. The Design and Land Acquisition process for Travis Road/Plantation Road will also take approximately 2 to 3 years to complete. There are not enough funds in the construction budget for Travis Road to cover the actual construction cost. The estimated cost to fully fund the construction of the Dover-Lyman Infrastructure project is \$4,260,000. The \$2,000,000 will only cover a portion of the Dover-Lyman cost. Additional funds will have to obtain from another funding source, or from a future SPLOST VI program to complete the funding for Dover-Lyman.

Financial Impact: Funds are available.

Alternatives: 1) Discuss and approve the transfer of the construction funds from the Travis Rd./Plantation Rd. Drainage Improvement Project to partially fund the infrastructure construction of the Dover-Lyman Project as requested by the Engineering Department. 2) Do not approve and delay project

Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: Funds are available in the following accounts: GL 323-041110 JL 201823762

REVIEWED AND APPROVED BY:

**Finance.
Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
6/9/2008 1:00 PM**

**Approve Change Order 3 to Daily Rate Construction Program for Augusta and Fort Gordon for
\$500,000.00**

Department:	Utilities
Caption:	Approve Change Order 3 to Daily Rate Construction Program for \$500,000.00.
Background:	The daily rate construction program was bid approximately 18 months ago in order to provide a rate for a construction crew on a daily basis. This allows flexibility for the City to get water and sewer pipe installed on a timely basis at a reasonable cost. Currently we are rebidding this contract, but we need an extension of the existing contract until the new bid arrives. This contract will allow rapid replacement of assets in the City and Fort Gordon.
Analysis:	This daily rate contract allows for rapid replacement of aging infrastructure at a reasonable cost. This will allow for replacement of deteriorated assets on Fort Gordon as well.
Financial Impact:	\$500,000.00 from account 507043410-5425110/80600040-5425110
Alternatives:	None.
Recommendation:	We recommend approving Change Order 3 to Daily Rate Construction Program for for \$500,000.00.
Funds are Available in the Following Accounts:	\$500,000.00 from account 507043410-5425110/80600040-5425110

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Administrator.

Clerk of Commission



**Engineering Services Committee Meeting
6/9/2008 1:00 PM
Barnett Crossing Section Four**

- Department:** Engineering Department-Abie L. Ladson, P.E., Director
- Caption:** Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Barnett Crossing Subdivision, Section Four.
- Background:** The final plat was approved by the Commission on December 21, 2004 . The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed and maintenance agreement of same.
- Analysis:** This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia, for operation and maintenance.
- Financial Impact:** By accepting these roads, water and sanitary sewer installations into the County system and after the 18-month maintenance warranty by the developer/contractor has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed and maintenance agreement, positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.
- Alternatives:** 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Barnett Crossing

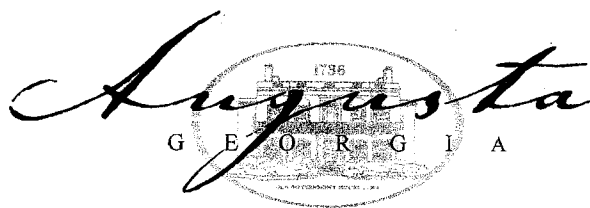
Subdivision, Section Four. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

**Funds are
Available in the
Following
Accounts:** Not required at this time.

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AEW*

Date: January 18, 2008

Subject: Certificate of Completion
Dedication of Barnett Crossing Subdivision, Section Four
File reference: 2008-005(A)

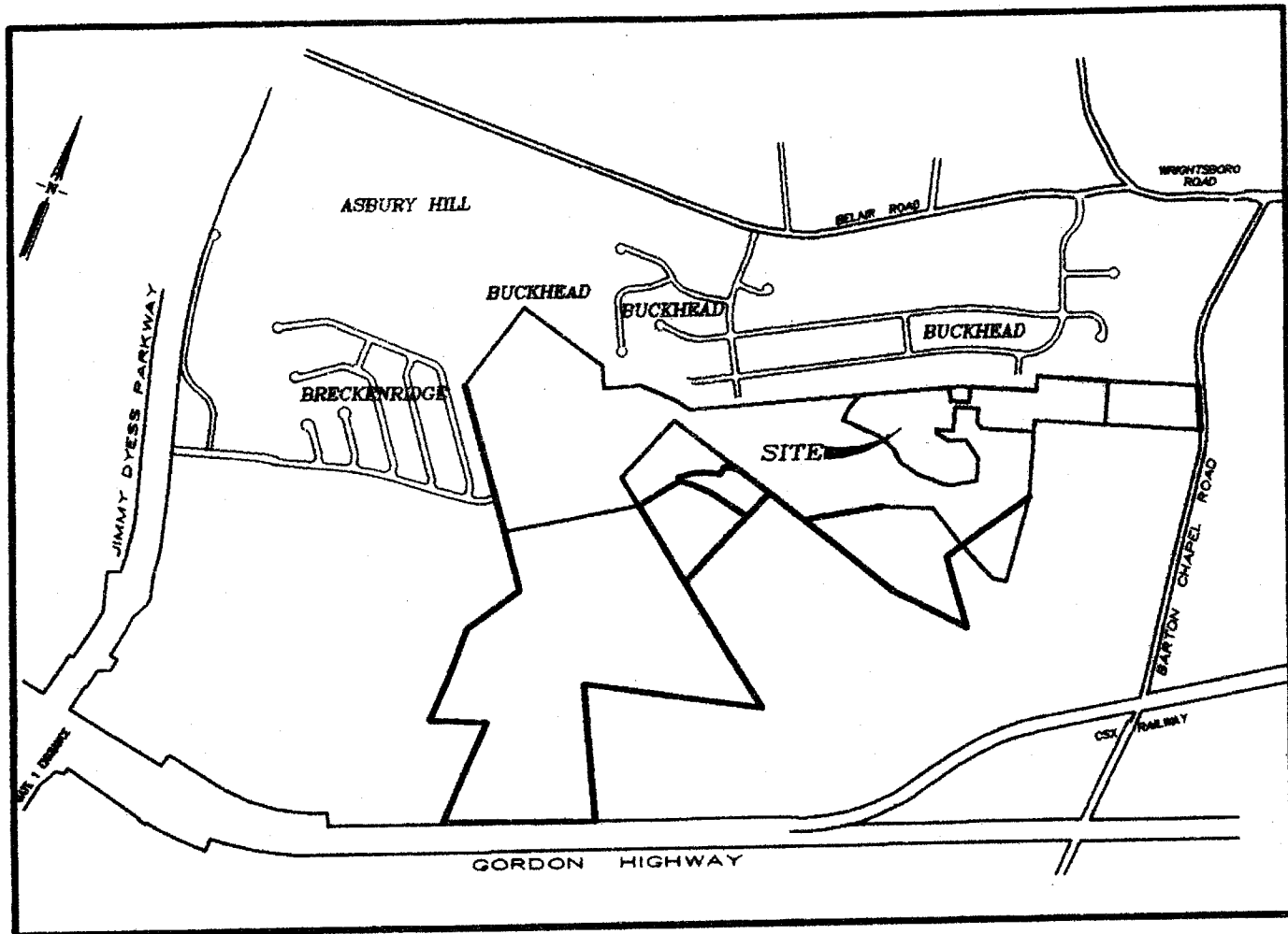
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised base upon site observation, that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call me if you have any questions or need additional information at (706) 821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., Director - Engineering Department
Michael Greene, Interim Director - Public Services
Dennis Stroud, Assistant Director - Public Services
Terri Turner, Planning & Zoning
File



LOCATION MAP

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
(Roads and Storm Drainage)

THIS IDENTURE, made and entered into this ____ day of _____, 2008 by
and between Crowell & Co., Inc. hereinafter referred to as the Party of the First Part, and
Augusta, Georgia, a political subdivision of the State of Georgia, acting by and through
its Augusta, Georgia Commission, as the party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of
One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the
receipt of which is hereby acknowledged, at and/or before the sealing and delivery of
these presents, and other good and valuable considerations, has granted, bargained, sold,
released, conveyed and confirmed and by these presents does grant, bargain, sell release,
convey, and confirm unto the said Party of the SECOND PART, its successors and
assigns, the following described property, to-wit:

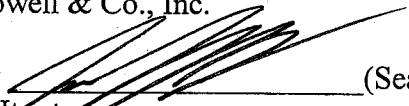
ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN
REFERRED TO AS ALL THOSE STREETS AND STORM DRAINAGE,
located in Barnett Crossing, Section Four, according to the plat prepared by
Southern Partners, Inc., dated August 12, 2004, revised September 14, 2004, and
revised November 16, 2004, being shown as the following streets: Barnett
Crossing, Madison Lane, and Social Circle, as more particularly shown and
designated on said plat as in Book 1, Page 738, (plat cabinet C, Slide 135, Plat B),
to which plat reference is made for a complete and accurate description as to the
metes, bounds, and location of said easements.

TOGETHER with an easement to enter upon all areas shown as drainage and
utility easements shown on said plat:

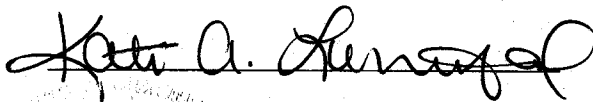
TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and
appurtenances therein belonging as aforesaid, and every part thereof, unto the said party
of the SECOND PART, its successor and assigns, forever, in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these
presents to be executed the day and year first above written as the date of these presents.

Crowell & Co., Inc.

By:  (Seal)
As Its: 

SIGNED, SEALED, AND DELIVERED,
In our presence:



KATI A. LUNCEFORD
Notary Public, Columbia County, Georgia
My Commission Expires October 17, 2011

(Seal)
Notary Public for Columbia County, Georgia
My Commission Expires: October 17, 2011

Accepted by Augusta, Georgia, by
And through its Commission

By: _____
As the Mayor

Attest: Clerk of Commission

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
(Roads and Storm Drainage)

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between Crowell & Co., Inc., hereinafter referred to as "Developer," and Augusta, Georgia, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta".

WHEREAS, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains, and appurtenances for Barnett Crossing, Section Four, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel ____, page ____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:

- (1) The City accepts the roads and appurtenances, respectfully, described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel ____, Page ____.
- (2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.
- (3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.
- (4) In the event if such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.
- (5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.
- (6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal,
and Augusta has caused the execution of this agreement by and through its duly
authorized officers and agents, with its seal affixed, the day and year first above
written.

By: 

As Its: 

John Crowell
President

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor

ATTEST: _____

SUBDIVISION: BARNETT CROSSING,
SECTION FOUR

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Madison Lane is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Madison Lane a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Madison Lane is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Madison Lane

Extending NE approx. 2,200' to and
Including cul-de-sac

- (b) Length of road to nearest 1/100th mile:

0.42 mile

- (c) Width & type of road surface:

31 foot from back of curb to
back of curb; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

SUBDIVISION: BARNETT CROSSING,
SECTION FOUR

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Social Circle is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Social Circle a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Social Circle is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at Madison Lane

Extending approx. 800' SE & curving E
to and including cul-de-sac

- (b) Length of road to nearest 1/100th mile:

0.15 mile

- (c) Width & type of road surface:

31 foot from back of curb to
back of curb; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

SUBDIVISION: BARNETT CROSSING,
SECTION FOUR
RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Barnett Crossing is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Barnett Crossing a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Barnett Crossing is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at existing Barnett Crossing
Extending S approx. 137' to Madison Lane
- (b) Length of road to nearest 1/100th mile:
0.03 mile
- (c) Width & type of road surface:
31 foot from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

STATE OF GEORGIA)
COUNTY OF RICHMOND) **DEED OF DEDICATION (UTILITY)**
 FOR BARNETT CROSSING, SECTION IV

THIS INDENTURE, made and entered into this _____ day of _____, 2008 between the **Home Sites, LTD, Barnette Crossing, Section IV** hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT SAID UTILITY PIPELINES, herein described, have been inspected by the Augusta Utilities Department and accepted on _____ day of _____; and

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

A TWENTY FOOT - EASEMENT IN PERPETUITY – CENTERED OVER PIPELINE UNDER, ACROSS AND THROUGH the approximately marked strips of land, together with the pipelines and appurtenances located therein, which are delineated on a plat prepared for Home Sites, LTD by Southern Partners dated November 16, 2004 revised date N/A, which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said easements, and said plat has been attached hereto and by reference made a part thereof;

SAID EASEMENT BEING IN THE NATURE of a right-of-way for the purpose of laying, relaying, installing, extending, adding, expanding, operating, repairing, and maintaining pipelines transporting and arrying utility services, the same hereinafter being referred to as the **"PROJECT;"**

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns does agree that no other utilities may be constructed within the aforesaid easements in perpetuity.

THE PARTY OF THE FIRST PART, its successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcels of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form. When the grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter, and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

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

DEVELOPER: Home Sites LTD

Signed, sealed and delivered in

By: _____

John Crowell

As its Vice President of Crowell
Partners, General Partner

Witness By: _____

Capie R. Myers
Notary Public, State of _____
My Commission Expires: _____

(SEAL)

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
As its Mayor

Attest: _____
Clerk

(SEAL)



GRAPHIC SCALE

(IN FEET)

1 inch = 100 ft.

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR BARNETT CROSSING, SECTION IV (Utility Water & Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between the **Home Sites LTD; Barnett Crossing, Section IV** hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ ; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta-Richmond County Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ .

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

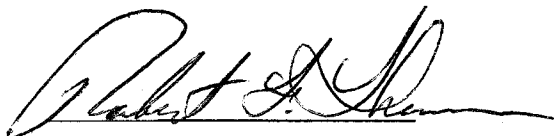
(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

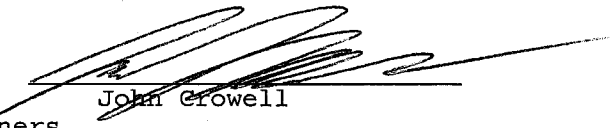
SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:



Witness

Home Sites LTD
Barnett Crossing, Section IV

AS it's
Vice-President
of Crowell Partners
General Partner


John Crowell

Notary Public



My Commission Expires

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

Accepted By:

Augusta, Georgia

By: _____

As Its Mayor

Attest: _____

Administrator



**Engineering Services Committee Meeting
6/9/2008 1:00 PM
Deed of Easement Dedication to AUD**

Department: Augusta Utilities Department

Caption: Motion to approve a Deed of Easement Dedication for Chester Avenue.

Background: The Augusta Utilities Department will be constructing Project 60135 - Rocky Creek Sanitary Sewer Trunk Line. The plans call for the pipeline to cross a property owned by Augusta.

Analysis: In order for the public realty records to reflect the location of the easement, a Deed of Easement Dedication should be filed.

Financial Impact: None

Alternatives:

Recommendation: Approve motion to approve Deed of Easement Dedication.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Administrator.
Clerk of Commission**

After recording, please return to:
The Augusta Utilities Dept.
360 Bay Street, Suite 180
Augusta, GA 30901
(706) 312-4143

**STATE OF GEORGIA
COUNTY OF RICHMOND**

DEED OF EASEMENT DEDICATION

Tax Map 098-4 Parcel 136

WHEREAS, Augusta, Georgia is the owner of certain tract of land described as follows:

All that tract or parcel of land, lying and being in the 123rd District, G. M., of Richmond County, Georgia, containing 20.8 acres, more or less, and being more particularly described by reference to plat of survey of J. C. Wells, Surveyor, made on October 17, 1949, recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 17-P, Page 411, and by reference made a part thereof. Said tract herein conveyed lies adjacent to and East of the Fleming Acres Subdivision, plat of which Fleming Acres Subdivision was made by J. C. Wells, Surveyor, on August 31, 1949, and is recorded in Realty Book 17-J, page 95, in said Clerk's office. Said tract being conveyed to Richmond County, Georgia, by Deed from Knox-Georgia Homes, Inc., dated January 20, 1950, and recorded in said Clerk's Office in Realty Book 17-P, Pages 410-411; and

WHEREAS, the Augusta Utilities Department desires to record a Permanent Utility Easement across this property for the purposes of installing a sanitary sewer line (known as the Rocky Creek Sanitary Sewer Trunk Line); and

WHEREAS, Augusta desires to dedicate this easement for the use of the Augusta Utilities Department;

NOW, THEREFORE, THIS INDENTURE, made and entered into this ____ day of _____, 2008, by Augusta, Georgia, a political subdivision of the State of Georgia, hereinafter

referred to as Party of the First Part, for the use and benefit of the Augusta Utilities Department, a department of Augusta, Georgia, as Party of the Second Part;

W I T N E S S E T H:

The Party of the First Part, in consideration of the public benefit to be derived by Augusta and its citizens and for valuable consideration, the receipt and sufficiency of which hereby acknowledged, has granted, bargained, sold and conveyed, and be these presence does hereby grant, bargain, sell and convey unto Party of the Second Part all that tract of parcel of land located in Augusta, Georgia, shown as "New Sanitary Sewer Esmt.", further shown to contain 2,237 square feet (0.05 acre), and is more fully described on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole, Inc., marked "Sheet #14", dated February 15, 2006, revised August 29, 2006, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services.

The Party of the First Part does also grant unto the Party of the Second Part a temporary easement shown as "New Temporary Construction Esmt." consisting of 3,371 square feet (0.08 acre), more or less, as shown on said plat. Said easement is granted together with the right to dig such trenches in said parcel of land as may be necessary for the Project, to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along and across the said parcel of land. Said temporary easement shall expire at the completion and final acceptance of this pipeline by the Party of the Second Part.

THE PARTY OF THE FIRST PART does also grant, bargain, sell and convey unto the Party of the Second Part, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for all purposes stated in this instrument.

THE PARTY OF THE FIRST PART, its successors, heirs, assigns and legal representatives, after the completion of this pipeline, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the accessing, laying, relaying, adding, installing, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the Party of the Second Part, its successors and assigns, in perpetuity.

IN WITNESS WHEREOF, the Party of the First Part causes this instrument to be executed the day and year first above written.

AUGUSTA, GEORGIA

Witness

By: _____
As its Mayor

ATTEST:

By: _____
As its Clerk

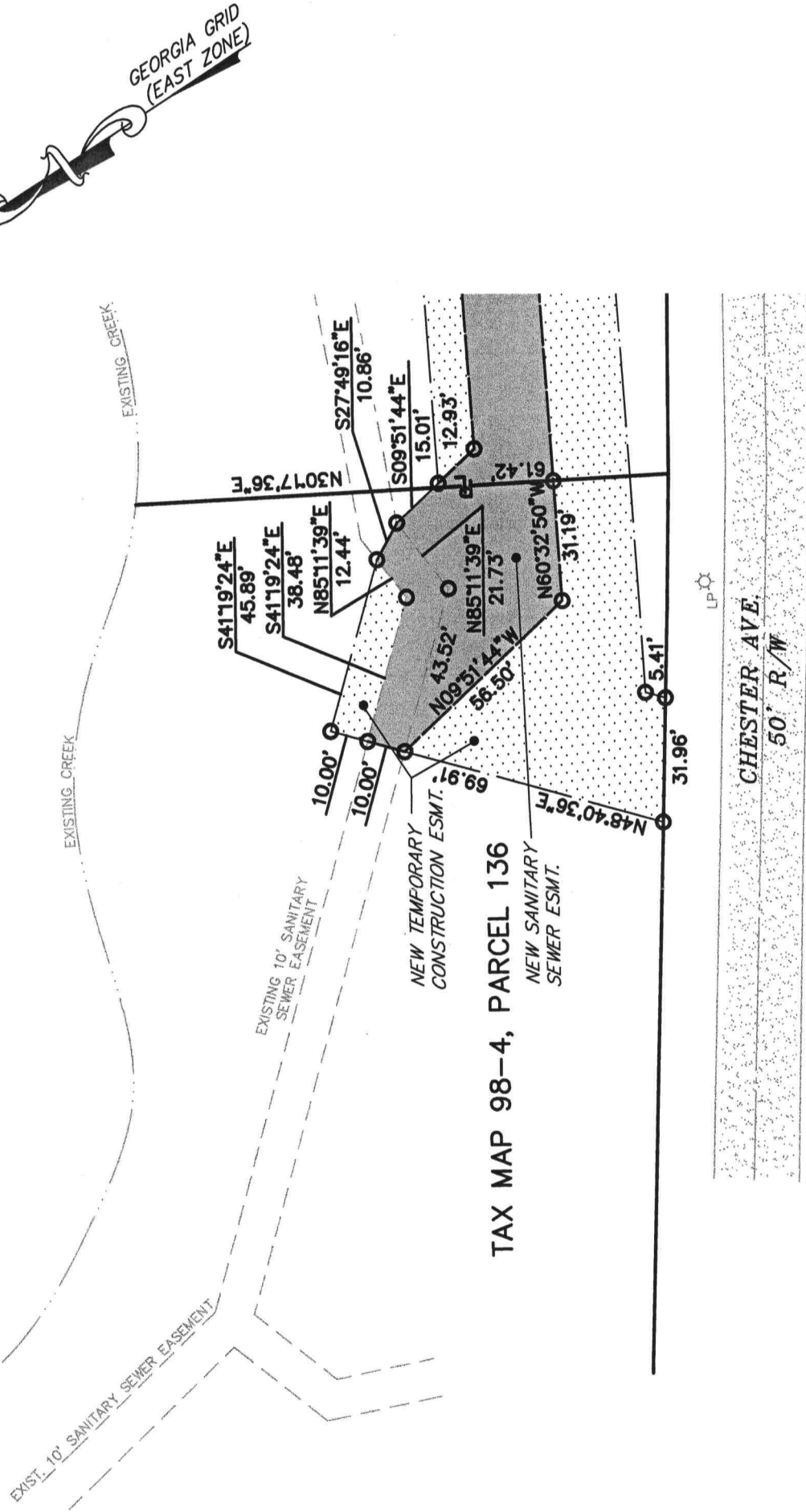
Notary Public Richmond County, Georgia

My Commission Expires: _____

(SEAL)

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	NEW S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	98-4	136	3,371 SQ. FT., 0.08 ACRES	2,237 SQ. FT., 0.05 ACRES



NOTE: THIS EASEMENT MAP MAY NOT SHOW ALL
EASEMENTS THAT ENCUMBER THIS PROPERTY.



Attachment number 2
Page 1 of 1

— COMPILED EASEMENT MAP FOR —

AUGUSTA-RICHMOND COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA..

RICHMOND COUNTY, GEORGIA



FEBRUARY 15, 2006
1 - 08-29-06
EASEMENT REVISION PER AUD

—Prepared By—



W. R. Toole Engineers, Inc.

349 Greene Street-----Phone (706) 722-4114-----Augusta, Georgia 30901

JOB # 05091P MJS

SHEET #14





**Engineering Services Committee Meeting
6/9/2008 1:00 PM
Devereux Subdivision**

- Department:** Engineering Department-Abie L. Ladson, P.E., Director
- Caption:** Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Devereux Subdivision.
- Background:** The final plat was approved by the Commission on October 21, 2003. The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed and maintenance agreement of same.
- Analysis:** This section meets all codes, ordinances and standards. Portions of this subdivision lie within the jurisdiction boundaries of the Corps of Engineers wetlands, which are noted on the final plat. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia, for operation and maintenance.
- Financial Impact:** By accepting these roads, water and sanitary sewer installations into the County system and after the 18-month maintenance warranty by the developer/contractor has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed and maintenance agreement, positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.
- Alternatives:** 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Devereux Subdivision. 2.

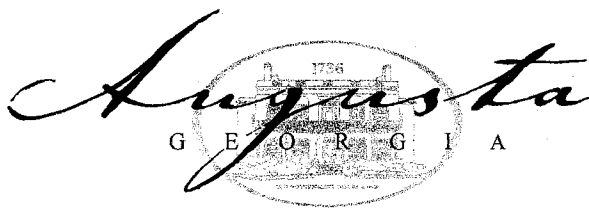
Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

**Funds are
Available in the
Following
Accounts:** Not required at this time.

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AEW*

Date: January 18, 2008

Subject: Certificate of Completion
Dedication of Devereux Subdivision
File reference: 2008-005(A)

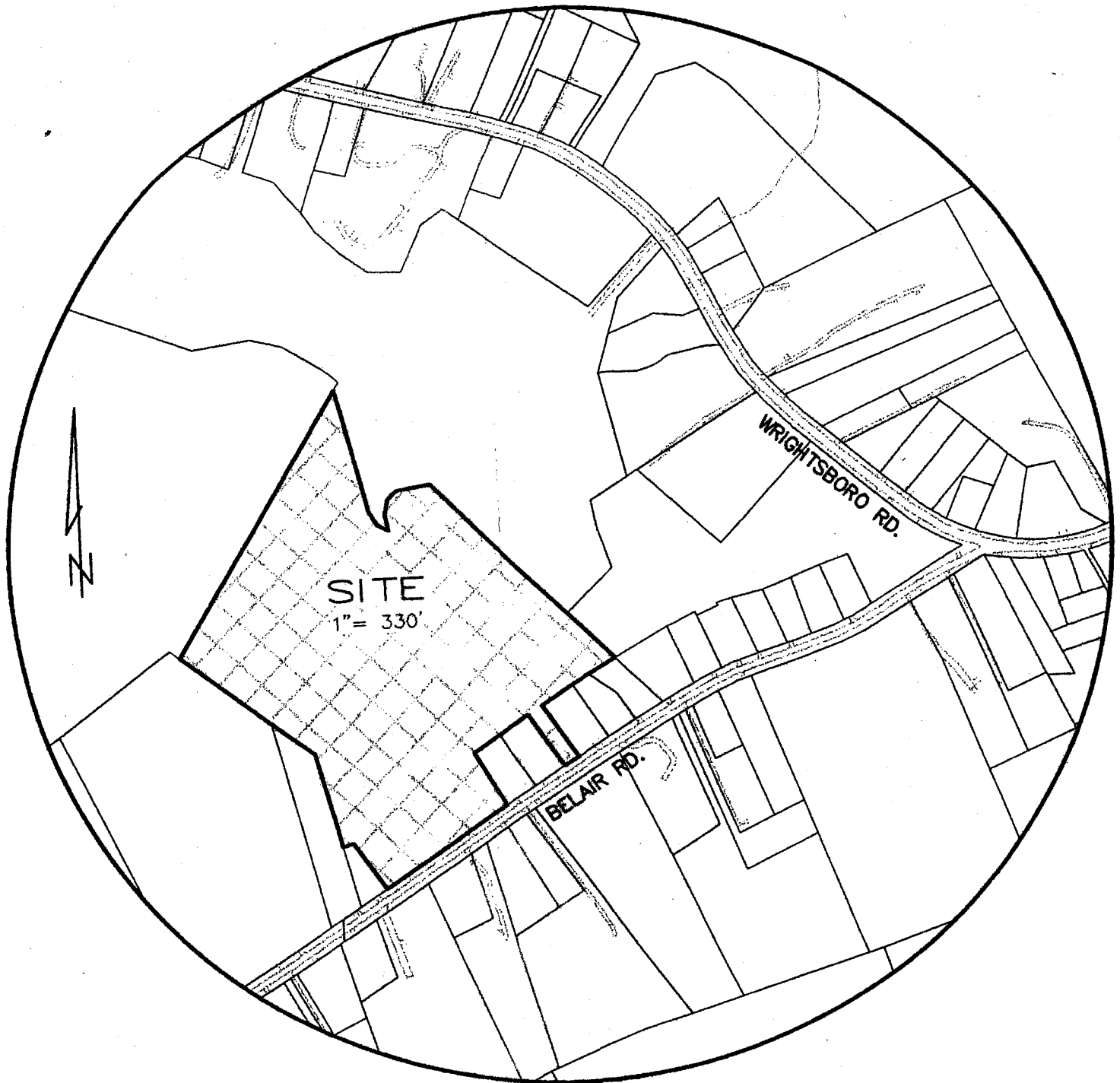
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised base upon site observation, that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call me if you have any questions or need additional information at (706) 821-1706

AEW

Attachment

cc: Abie L. Ladson, P.E., Director - Engineering Department
Michael Greene, Interim Director - Public Services
Dennis Stroud, Assistant Director - Public Services
Terri Turner, Planning & Zoning
File



LOCATION MAP

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
(Roads and Storm Drainage)

THIS IDENTURE, made and entered into this ____ day of _____, 2008 by and between Metro Home Sites, LLC., hereinafter referred to as the Party of the First Part, and Augusta, Georgia, a political subdivision of the State of Georgia, acting by and through its Augusta, Georgia Commission, as the party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell release, convey, and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN
REFERRED TO AS ALL THOSE STREETS, STORM DRAINAGE, AND
DETENTION POND, located in Devereux, according to the plat prepared by
Southern Partners, Inc., dated April 8, 2003, being shown as the following streets:
Carey Court, Culverton Way, Culverton Court, and Devereux Drive, as more
particularly shown and designated on said plat as in Book 903, Page 180, (plat
cabinet C, Slide 78, Plat A), to which plat reference is made for a complete and
accurate description as to the metes, bounds, and location of said easements.

TOGETHER with an easement to enter upon all areas shown as drainage and utility easements shown on said plat:

TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said party of the SECOND PART, its successor and assigns, forever, in FEE SIMPLE.

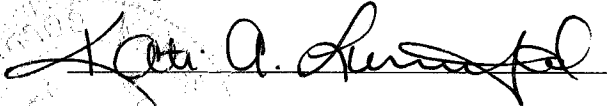
IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

Metro Home Sites, LLC

By:  (Seal)

As Its: *V.P. Crunch Partners*

SIGNED, SEALED, AND DELIVERED,
In our presence:



KATIA LUNCEFORD
Notary Public, Columbia County, Georgia
My Commission Expires October 17, 2011

Accepted by Augusta, Georgia, by
And through its Commission

By: _____
As the Mayor

Attest: Clerk of Commission

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
(Roads and Storm Drainage)

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between Metro Home Sites, LLC., hereinafter referred to as "Developer," and Augusta, Georgia, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta".

WHEREAS, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains, detention ponds and appurtenances for Devereux, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:

- (1) The City accepts the roads and appurtenances, respectfully, described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, Page _____.
- (2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.
- (3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.
- (4) In the event if such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.
- (5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.
- (6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal,
and Augusta has caused the execution of this agreement by and through its duly
authorized officers and agents, with its seal affixed, the day and year first above
written.

By: 

As Its: *VP Crowell Partners 6P*

John Crowell

Vice-Pres. Crowell Partners

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor

ATTEST: _____

SUBDIVISION: DEVEREUX

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Carey Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Carey Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Carey Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at Culverton Way

Extending NE approx. 445' to and
Including cul-de-sac

(b) Length of road to nearest 1/100th mile:

0.08 mile

(c) Width & type of road surface:

31 foot from back of curb to
back of curb; type E asphalt

(d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

SUBDIVISION: DEVEREUX

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Devereux Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Devereux Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Devereux Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at Belair Road

Extending approx. 361' NW to Culverton Way

(b) Length of road to nearest 1/100th mile:

0.07 mile

(c) Width & type of road surface:

31 foot from back of curb to
back of curb; type E asphalt

(d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

SUBDIVISION: DEVEREUX

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Culverton Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Culverton Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Culverton Way is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at Carey Court

Extending Approx. 1,200' SE & then curving NE
(approx. 98' NE of Culverton Ct.)

- (b) Length of road to nearest 1/100th mile:

0.23 mile

- (c) Width & type of road surface:

31 foot from back of curb to
back of curb; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

SUBDIVISION: DEVEREUX

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Culverton Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Culverton Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Culverton Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at Culverton Way

Extending Approx. 494' NW to & including cul-de-sac

(b) Length of road to nearest 1/100th mile:

0.09 mile

(c) Width & type of road surface:

31 foot from back of curb to
back of curb; type E asphalt

(d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

STATE OF GEORGIA) **DEED OF DEDICATION (UTILITY)**
COUNTY OF RICHMOND) **FOR DEVEREUX S/D**

THIS INDENTURE, made and entered into this _____ day of _____, 2008 between the **Metro Home Stes LTD., Devereux, S/D** hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT SAID UTILITY PIPELINES, herein described, have been inspected by the Augusta Utilities Department and accepted on day of ; and

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

A TWENTY FOOT - EASEMENT IN PERPETUITY – CENTERED OVER PIPELINE UNDER, ACROSS AND THROUGH the approximately marked strips of land, together with the pipelines and appurtenances located therein, which are delineated on a plat prepared for Metro Home Sites, LTD, by Southern Partners, Inc. dated December 2, 2003 revised date N/A, which plat reference is made for a more complete and accurate description as to

the metes, bounds and location of said easements, and said plat has been attached hereto and by reference made a part thereof;

SAID EASEMENT BEING IN THE NATURE of a right-of-way for the purpose of laying, relaying, installing, extending, adding, expanding, operating, repairing, and maintaining pipelines transporting and carrying utility services, the same hereinafter being referred to as the "**PROJECT**;"

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns does agree that no other utilities may be constructed within the aforesaid easements in perpetuity.

THE PARTY OF THE FIRST PART, its successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcels of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form. When the grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter, and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

Metro Home Sites LTD
Devereux S/D

By: _____

John Crowell

As Its: Agent for Manager

Attest: _____

Witness

Notary Public

My Commission Expires _____

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

As Its: _____

(SEAL)

Accepted by:
AUGUSTA, GEORGIA

By: _____

As Its Mayor

Attest: _____

Clerk of Commission

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

**MAINTENANCE AGREEMENT
FOR DEVEREUX S/D (Utility Water & Sewer)**

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between the **Metro Home Sites LTD; Devereux S/D** hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ ; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta-Richmond County Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ .

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

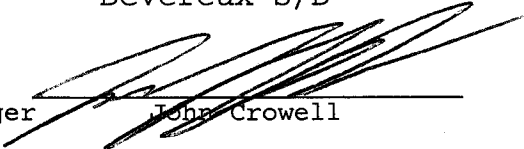
SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:

Metro Home Sites LTD
Devereux S/D

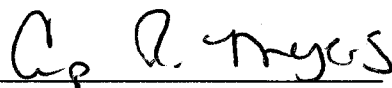


Witness

AS it's
Agent for Manager


John Crowell

Notary Public



My Commission Expires _____

Accepted By:

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

Augusta, Georgia

By: _____

As Its Mayor

Attest: _____

Administrator



**Engineering Services Committee Meeting
6/9/2008 1:00 PM**

Extension of lease for space in the Hatcher Building at 501 Greene Street

- Department:** Public Services - Facilities Management
- Caption:** Approve extension of the lease agreement between Augusta and MAU for space within the Hatcher Building located at 501 Greene Street for a period of 30 months. The new rate is proposed to be \$13.25 per SF for the duration of the extension.
- Background:** Plans for the Judicial Center are in progress with an anticipated completion in late 2010. Until then we need to continue to lease space for the District Attorney and other Departments located in the 500 building at the corner of 5th and Greene Street. The 30 month time frame will carry us through the middle of 2011 and allows for delays in construction of the Judicial Center. Annual costs for the various departments included are as listed on "Attachment 1". Lease terms are to remain unchanged.
- Analysis:** The SF rate of \$13.25 is competitive and reflects an increase of only 10% since the inception of the lease 7 years ago. This cost is set for the duration of the lease with no increase. There is no vacant property currently owned by Augusta that is suitable for use by these Departments. The cost of any relocation to other space at this time would be substantial for many reasons, not the least of which is the cost of data and communication access.
- Financial Impact:** The total annual cost for the leases is \$218,214.25 with the costs split between the Departments as noted on "Attachment 1". Funds are available under Object Code 52-24111 in the individual Department's budgets.
- Alternatives:** 1. Approve extension of the lease agreement between Augusta and MAU for space within the Hatcher Building located at 501 Greene Street for a period of 30 months. The

new rate is proposed to be \$13.25 per SF for the duration of the extension. 2. Do not approve the lease extension.

Recommendation:

#1. Approve extension of the lease agreement between Augusta and MAU for space within the Hatcher Building located at 501 Greene Street for a period of 30 months. The new rate is proposed to be \$13.25 per SF for the duration of the extension.

**Funds are
Available in the
Following
Accounts:**

The total annual cost for the leases is \$218,214.25. Funds are available under Object Code 52-24111 in the individual Department's budgets.

REVIEWED AND APPROVED BY:

**Finance.
Administrator.
Clerk of Commission**

Current Occupancy	Location	SF Utilized	Unit Cost	Annual Cost
District Attorney	4th Floor	10,000	\$13.25	\$132,500.00
DBE Coordinator	304	730	\$13.25	\$9,672.50
Public Services	307 & 301	1,920	\$13.25	\$25,440.00
SPLOST Program Manager	313	466	\$13.25	\$6,174.50
Soil Conservation	309 & 310	1,200	\$13.25	\$15,900.00
Augusta Cares	311 & 312	417	\$13.25	\$5,525.25
EEO	314	286	\$13.25	\$3,789.50
Law Office	302	1,450	\$13.25	\$19,212.50
TOTAL				\$218,214.25

12



**Engineering Services Committee Meeting
6/9/2008 1:00 PM
Larry L. McCord**

Department: Clerk of Commission

Caption: Presentation by Mr. Larry McCord regarding waterworks installation of a new water line and fire hydrant for new construction.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission

**AGENDA ITEM REQUEST FORM****Commission/Committee: (Please check one)**

- ☐ Commission
☐ Public Services Committee
☐ Administrative Services Committee
☒ Engineering Services Committee
☐ Finance Committee
☐ Public Safety Committee

Contact Information for Individual/Presenter Making the Request:

Name: LARRY L. MCCORD
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Caption/Topic of Discussion to be placed on the Agenda:

WATER WORK INSTALLING NEW WATER LINE & FIRE HYDRANT
FOR NEW CONSTRUCTION.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Room 806 Municipal Building
530 Greene Street
Augusta, GA 30911

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbonner@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.



**Engineering Services Committee Meeting
6/9/2008 1:00 PM
Paving Various Roads Ph 9**

Department: Abie L. Ladson, PE, Director

Caption: Approve the Paving Various Roads, Phase IX Project, to be funded from the One Percent Sales Tax Paving Various Dirt Roads Program, Phase IV account for the Engineering Department.

Background: The current Paving Dirt Roads Program requires that any additional property needed for Right of Way be donated by the property owner. Attached is a list of the roads, district they are in, how many parcels that are on each road and comments. Youngblood Lane, Emmett Street Lane and Sherrod Drive are carried over from Phase VIII, and the following roads are the new roads added to Phase IX: Camp Josey Road, Janelle Drive, Lamar Road, Powell Court, Pye's Court, Saxon Drive and Hunter Lane

Analysis: Design is needed for all of these roadways, and plats need to be prepared so as to secure right-of-way. Right of way acquisition is anticipated to be complete within 90 days of completing design on all ten of the aforementioned roads.

Financial Impact: Funding is available in the amount of \$1,000,000 (JL#201824055) to be transferred to Paving Various Roads, Phase IX upon Commission approval.

Alternatives: 1. Approve the Paving Various Roads, Phase IX Project, to be funded from the One Percent Sales Tax Paving Various Dirt Roads Program, Phase IV account for the Engineering Department. 2. Do not approve and eliminate Phase IX of the Paving Dirt Roads Program.

Recommendation: Approve Alternative Number One.

**Funds are
Available in the
Following
Accounts:**

GL 324041110 JL 201824055

REVIEWED AND APPROVED BY:

**Finance.
Administrator.
Clerk of Commission**

Road Name	District	Total Parcels	Comments
Camp Josey Rd.	8	29	Two of the residents refused to cooperate without payment
Emmett Street Lane	1	32	Alley – no r/w can be obtained-pave as is
Janelle Drive	3	14	
Lamar Road of-way	8	4	Property owners have agreed to donate right-
Powell Court	3	9	
Pye's Court No	8	11	Has 70' R/W deeded to City of Hephzibah. additional right-of-way needed.
Saxon Drive needed.	8	3	Has 50' R/W – No additional right-of-way
Sherrod Dr. of-way	5	4	This has a 50' R/W and no additional right-needed.
Youngblood Lane design.	8	14	Residents have agreed to donate R/W. Need
Hunter Lane not	2	4	Narrow Street (approx. 15'). Additional R/W possible.



**Engineering Services Committee Meeting
6/9/2008 1:00 PM
Smith Drive Properties**

Department: Abie L. Ladson, PE, Director of Engineering

Caption: Discuss and approve the soil investigation of properties located at 2722 Smith Drive and 2725 Smith Drive as requested by the Engineering Dept.

Background: The properties at 2722 and 2725 Smith Drive are currently experiencing severe vertical (shear cracks) in both the foundations and walls. Initial communications indicated that the cracks were caused by the County's large ditches located behind the structures. In October of 2007, a visual inspection was performed on the property and the house structures. It is the Engineering Department's opinion the cracks were likely caused by the settlement of the house foundation. The root cause of the foundation settlement is likely due to the structures being built on fill material, or part fill material and part virgin soil. If the houses were built on fill material and not consistently compacted, it may cause the shear cracks in the wall. Shear cracks will also occur if the houses were built on part fill material and part virgin soil, because it is very difficult to compact fill material to the same density as virgin soil.

Analysis: It is both the Engineering Department and the License Inspection Department to have Registered Professional Engineer/Company conduct soil borings around the perimeter of the houses and test the soil. The results of the test can determine the type of soil the houses were constructed on, the chemical make-up of the soil, the rate at which the houses have settled, the rate at which they continue to settle, and provide a professional recommendation for repairs. The cost for this service should not exceed \$5,000.

Financial Impact: Funds are available

Alternatives: 1) Discuss and approve the soil investigation of properties located at 2722 Smith Drive and 2725 Smith Drive as requested by the Engineering Dept. 2) Do not approve

Recommendation: Approve Alternative Number One.

**Funds are
Available in the
Following
Accounts:** Funds are available in the following account:
101.041110.5212115

REVIEWED AND APPROVED BY:

**Finance.
Administrator.
Clerk of Commission**
