



Engineering Services Committee
Meeting

Commission Chamber- 12/12/2011- 1:00 PM

ENGINEERING SERVICES

1. Approve Capital Project Budget Change Number Four and Supplemental Agreement Number Six to Rochester and Associates in the amount of \$51,535.00 on the Belair Road Improvements project CPB# 323-041110-201823332. Funding is available in the project contingency account to be transferred to the project engineering account as requested by AED. ☐ [Attachments](#)
2. Motion to approve cost sharing agreement in an amount not to exceed \$8, 417.26 with Sana Ullah and Khaolah Ullah for Alexander Drive sewer system. ☐ [Attachments](#)
3. Motion to accept property for easement from Carlton Amerson. ☐ [Attachments](#)
4. Motion to approve Indemnity and Encroachment Agreement with Linda Stout. ☐ [Attachments](#)
5. Receive a status report from the Engineering and Environmental Services Departments regarding right-of-way and vacant lot cleanups. (Requested by Commissioner Johnson) ☐ [Attachments](#)

www.augustaga.gov



**Engineering Services Committee Meeting
12/12/2011 1:00 PM
Belair Road Improvements- Change 4/ Supplemental 6**

Department: Abie L. Ladson, PE, CPESC, Director

Caption: Approve Capital Project Budget Change Number Four and Supplemental Agreement Number Six to Rochester and Associates in the amount of \$51,535.00 on the Belair Road Improvements project CPB# 323-041110-201823332. Funding is available in the project contingency account to be transferred to the project engineering account as requested by AED.

Background: The scope of the project is to perform drainage assessment, surveying, planning, design and permitting of drainage, roadway, and sidewalk improvements along Belair Road between Jimmies Dyess Parkway and Wrightsboro Road.

Analysis: Change is to cover additional engineering associated with the sidewalk installation on the south side of Belair Road that was not anticipated in the original scope. Also, the installation of a new traffic signal at the intersection of Jimmie Dyess Parkway and Harper-Franklin Road requires that fiber communications be provided between the two intersections in order to allow for signal coordination.

Financial Impact: Funds in the amount of \$51,535.00 are available in the project contingency account to be transferred to the project Engineering Account upon Commission approval.

Alternatives: 1. Approve Capital Project Budget Change Number Four and Supplemental Agreement Number Six in the amount of \$51,535.00 on the Belair Road Improvements project CPB# 323-041110-201823332. Funding is available in the project contingency account to be transferred to the project engineering account as requested by AED. 2. Do not approve.

Recommendation: Approve Alternative Number One.

Funds are Available

Cover Memo

Item # 1

**in the Following
Accounts:**

323-041110-6011110/201823332-6011110

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	323-041110-201823332
Supplemental Agreement Number:	6
Purchase Order Number:	71248

WHEREAS, We, "**Rochester and Associates**" Consultant, entered into a contract with Augusta, GA on "February 18, 2003", for engineering design services associated with the "**Belair Road Improvements Project**", Project No. 323-041110-201823332, File Reference No. 11-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta, GA are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

***Fiber Signal Loop Design and Design Modifications for
Adding a sidewalk on the south side of Belair Road***

It is agreed that as a result of the above described modification the contract amount is increased by **\$51,535.00** from **\$384,828.09** to a new total of **\$436,363.09**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, "**Rochester and Associates**", Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2011.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

Honorable Mayor, Deke Copenhaver

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____

Item # 1

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

Augusta-Richmond County, Georgia

CPB#323-041110-201823332

**CAPITAL PROJECT BUDGET
BELAIR ROAD
(Wrightsboro Road to Jimmie Dyess Parkway-Formerly New Belair Road)
CHANGE NUMBER FOUR**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby authorized:

Section 1: The project change is authorized to CPB# 323-041110-201823332. This project Supplemental Agreement Number Six is for Fiber Signal Loop Design and Design Modifications for adding a sidewalk on the south side of Belair Road. Funding in the amount of \$51,535.00 is available in the project contingency account transferred to the engineering account.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

Special 1% Sales Tax, Phase III	\$ 2,341,000
Special 1% Sales Tax, Phase III Recapture	\$ 20,000
AUD	\$ 15,000
	<u>\$ 2,376,000</u>

Section 3: The following amounts are appropriated for the project:

	By Basin		By District
Raes Creek	\$2,376,000	7th	\$ 2,376,000

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Public Works
Copy-Finance Department
Copy-Purchasing Department

Augusta-Richmond County, Georgia

CPB#323-041110-201823332

**CAPITAL PROJECT BUDGET
BELAIR ROAD
(Wrightsboro Road to Jimmie Dyess Parkway-Formerly New Belair Road)
CHANGE NUMBER FOUR**

<u>SOURCE OF FUNDS</u>	CPB AMOUNT CPB	CPB CHANGE	NEW CPB
SPOST, PHASE III 323-041110-00000000-0000000000	(\$2,341,000)		(\$2,341,000)
SPLOST, PHASE III RECAPTURE 323-04-1110-6011110-296823333	(\$20,000)		(\$20,000)
AUD 507-04-3410-5212115-81000030	(\$15,000)		(\$15,000)
TOTAL SOURCES:	(\$2,376,000)		(\$2,376,000)
 <u>USE OF FUNDS</u>			
ADVERTISING 323-04-1110-5233119-201823332	\$1,000		\$1,000
ENGINEERING 323-04-1110-5212115-201823332	\$390,250	\$51,535	\$441,785
RIGHT OF WAY 323-04-1110-5411120-201823332	\$184,750		\$184,750
CONSTRUCTION 323-04-1110-5414110-201823332	\$1,800,000	(\$51,535)	\$1,748,465
CONTINGENCY 323-04-1110-6011110-201823332	\$0		\$0
TOTAL USES:	\$2,376,000	\$0	\$2,376,000



425 Oak Street N.W. Gainesville, GA 30501

October 4, 2011

Mr. Steve Cassell, P.E.
City of Augusta-Richmond County Engineering
505 Telfair Street
Augusta, GA 30901

**Re Belair Road Supplemental Agreement for:
*Fiber Signal Loop Design and Design Modifications for Adding a
Sidewalk on the South Side of Belair Road.***

Dear Mr. Cassell,

Rochester & Associates, Inc. (RAI) is pleased to submit the following supplemental agreement for professional services for the above referenced project. This request briefly discusses our understanding of the scope of work and our fees for those services accrued outside the scope of services from the original contract.

Location: Belair Road Beginning at Jimmie Dyess Parkway and
ending at Wrightsboro Road
Augusta, Georgia

1. SCOPE OF SERVICES

SERVICES – RAI (Consultant) provided the following Professional Engineering and Surveying Services for the project referenced above. The project has been reviewed for approval by Augusta – Richmond County Engineering. The scope of the supplemental agreement is to assist Augusta-Richmond County with looping the signals along Jimmie Dyess to the Belair Road signal and adding an additional sidewalk on the south side of Belair Road. These improvements will include modifications to the site layout, grading, driveways, storm system design and easements along Belair Road.

1.1. ENGINEERING DESIGN SERVICES

1.1.1. SIGNAL LOOP DESIGN – Prepared Communication Plan and coordinated the signal modification plans accordingly to accommodate the proposed fiber and

include the signal loop from Powell Road to Belair Road and then from Belair Road to Harper Franklin Ave.

- 1.1.2. **SIDEWALK DESIGN** – Modified the construction documents along Belair Road from Jimmie Dyess Parkway to Wrightsboro Road to include a sidewalk on the south side of Belair Road. The proposed sidewalk required the following plan revisions: site layout, grading and drainage, storm sewer modifications, project and roadway hydrology, driveway design and easements. Additionally, we realigned Rifle and Bridgewood Drive which required layout, grading and storm modifications. Additional survey was required to complete the storm and driveway design.

1.3. ADDITIONAL SERVICES

- 1.3.1. **ADDITIONAL ITEMS** – If authorized in writing by the Client, the Consultant shall furnish or obtain from other additional sources, such items as: soil testing, rock quantities, flood plain investigations and studies, as-built drawings, reports, etc., which shall be paid for by the Client at an agreed upon price. The hourly rates for the engineering and surveying services are included herein.

2.0 COMPENSATION

COMPENSATION FOR SERVICES - The Consultant shall be paid the following fees for the services set forth under the Scope of Services.

1.1. Engineering Design Services

- | | | | |
|--------|--------------------|---------------------|-----------|
| 1.1.1. | Signal Loop Design | \$3,500.00 | Fixed Fee |
| 1.1.2. | Sidewalk Design | \$ 43,350.00 | Fixed Fee |

1.3. Additional Services

- | | | | |
|--------|---|-------------------|----------------|
| 1.3.1. | Additional Items (Force Account, if needed) 10% | \$4,685.00 | Estimate Total |
|--------|---|-------------------|----------------|

For Hourly Rates see the attached EXHIBIT A

1.4. SCHEDULE

RAI estimated an additional 6 - 8 weeks to the original contract agreement to complete the plan modifications for this project from receipt of written authorization.

EXCLUSIONS AND BASE TERMS

1. This proposal is valid for 60 days from the date shown hereon. The hourly rates shown are subject to change after December 31, 2011.
2. No review, permitting, inspection, recording, water meter, sanitary sewer tap or other owner fees are included in this proposal.

Page 3

3. No construction staking services are included in this proposal; however, these services can be provided under separate contract.
4. No wetland or streams delineation or location are included in this scope of work.
5. No geotechnical services are included in this proposal; however, these services can be provided under separate contract.
6. No construction administration services are included in this proposal; however, these services can be provided under separate contract.
7. No telephone, electric, cable television or gas line design is included. The location of these existing utilities based on utility company records can be included only if specifically requested. If required, additional fees will be necessary. Rochester & Associates, Inc. cannot guarantee nor be responsible for the accurate location of underground utilities or other subterranean features.
8. Any revisions or any changes beyond the original scope of services as defined by this proposal will be extra to the contract and billed on an hourly basis at the rates listed herein.
9. Any revisions made after municipal approval of the site construction drawings or any changes beyond the original scope of services as defined by this proposal will be extra to the contract and billed on an hourly basis at the rates listed herein.

We appreciate the opportunity to assist you with this project. Our Terms and Conditions for Professional Services are as stated in the Consultant Services Agreement dated February 18, 2003. The return of this letter along with the completed Proposal Acceptance will constitute our Agreement to perform these services and will be considered as our Notice to Proceed. Our proposal is valid for 60 days from the date on page one. If you have any questions, please contact Lee Phillips at 678.450.5126.

Sincerely,
ROCHESTER & ASSOCIATES, INC.

Lee Phillips
Vice President

Exhibit A**SCHEDULE OF RATES**Hourly Rates:

Principal	190.00 per hour
Project Director	150.00 per hour
Director of Development Strategies	150.00 per hour
Senior Project Manager	135.00 per hour
Senior Surveyor	125.00 per hour
Senior Engineer	125.00 per hour
Senior Landscape Architect	125.00 per hour
Project Manager	125.00 per hour
Senior Designer	110.00 per hour
Project Surveyor	110.00 per hour
Project Engineer	110.00 per hour
Project Landscape Architect	110.00 per hour
Project Designer	95.00 per hour
Staff Surveyor	95.00 per hour
Staff Engineer	95.00 per hour
Staff Landscape Architect	90.00 per hour
Staff Designer	90.00 per hour
Plans Facilitator	90.00 per hour
Four Man Field Crew	165.00 per hour
Three Man Field Crew	145.00 per hour
Two Man Field Crew	130.00 per hour
One Man Field Crew	100.00 per hour
One Man Crew (GPS/RTK)	165.00 per hour
Two Man Crew (GPS/RTK)	180.00 per hour
CADD Technician	90.00 per hour
Field Technician	55.00 per hour
Clerical	55.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2011.

Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates shall be billed at \$0.30 per square foot for black line copies and \$0.75 per square foot for mylars.



**Engineering Services Committee Meeting
12/12/2011 1:00 PM
Cost Sharing Agreement for Alexander Drive Sewer System**

Department: Augusta Utilities Department

Caption: Motion to approve cost sharing agreement in an amount not to exceed \$8, 417.26 with Sana Ullah and Khaolah Ullah for Alexander Drive sewer system.

Background: See attached

Analysis: See attached

Financial Impact:

Alternatives: Deny the motion

Recommendation: Approve the motion

**Funds are Available
in the Following
Accounts:** 507043410-5425110 80800030-5425110

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

STATE OF GEORGIA)
COUNTY OF RICHMOND)

COST SHARING AGREEMENT

THIS Agreement, made the ____ day of _____, 2011, by and between Sana Ullah and Khaolah S. Ullah, whose address is 3730 West Lake Drive, Augusta, Georgia 30907-9595, hereinafter referred to as “ULLAH”, and Augusta, Georgia, a political subdivision of the State of Georgia, by and through its Utilities Department, hereinafter “AUD”; collectively referred to as “AUGUSTA”, as party of the second part:

WITNESSETH

WHEREAS ULLAH owns a certain tract of property located in Augusta, Georgia, known now, or formerly, by the parcel identification number 008-3-001-02-0 and address 999 Alexander Drive, hereinafter referred to as the “PROPERTY”; and

WHEREAS ULLAH wishes to have gravity sanitary sewer available to the PROPERTY; and

WHEREAS it is to the benefit of both ULLAH and AUGUSTA to extend the sanitary sewer, as the extension will aid a commercial development on the PROPERTY; and

WHEREAS AUGUSTA, has agreed to extend the gravity sanitary sewer system to the North side of Alexander Court North; and

WHEREAS AUGUSTA and ULLAH have agreed to share the cost of such extension of the gravity sanitary sewer system;

NOW THEREFORE, ULLAH and AUGUSTA hereby enter into the following agreement:

A. PROJECT SCOPE:

An 8-inch diameter gravity sanitary sewer pipeline to be constructed beginning at “Manhole 102”, as shown on a plan sheet marked “Exhibit A” and attached to this Agreement,

and continuing through “New M. H. 1A”, and “New M. H. 2A”, and ending at “New M. H. 3A”, as shown on said plan sheet, hereinafter referred to as the “SEWER”.

Said construction, shall be constructed consistent with the applicable AUD, AWWA, IFPA codes, Georgia Plumbing codes and any other standards, local, state, or federal regulations and requirements pertinent to sanitary sewer systems, and pass all required and recommended testing.

B. ULLAH’S SHARE OF PROJECT COSTS AND PAYMENT:

1. ULLAH will execute all necessary documents, to donate any utility easement(s), on the PROPERTY, for the SEWER, to AUGUSTA, should it be determined that an easement(s) is required. Said easement(s) will consist of a 20’ (twenty feet) permanent exclusive easement, with a 10’ (ten feet) temporary construction easement running contiguously with the permanent easement(s).

2. Upon the completion of construction on the SEWER, AUD will perform a final inspection to determine that the SEWER has been constructed to all applicable Standards, Specifications and Codes, and that same has passed all required and recommended testing. If AUD determines that the SEWER is acceptable to AUGUSTA, a final inspection report will be forwarded to ULLAH, along with an invoice for the amount of eight thousand four hundred seventeen dollars and twenty-six cents (\$8,417.26), which is one-half (1/2) of the established total bid amount, plus the full cost of any overruns.

3. Payment from ULLAH will be required within thirty (30) days of the date of the invoice. Please make your funds payable to **Augusta Utilities Department**, 360 Bay Street, Suite 180, Augusta, GA 30901, or at such other place as AUD may specify.

C. AUGUSTA’S SHARE OF PROJECT COSTS AND PAYMENT:

1. AUGUSTA will cause the SEWER to be constructed.

2. AUGUSTA will pay a maximum of eight thousand four hundred seventeen dollars and twenty-six cents (\$8,417.26) toward the construction of the SEWER, which is one-half (1/2) of the established total bid amount.

D. STIPULATIONS:

Both parties understand and agree to the following:

This agreement is contingent upon the approval of the Augusta Board of Commission's approval of the overall project and the Cost Sharing Agreement.

Nothing herein or any actions of the parties hereto or their agents or employees shall create any agency relationship, partnership or joint venture, between AUGUSTA and the ULLAH's. AUGUSTA is not an agent or representative of the ULLAH's and the ULLAS's are not an agent or representative of AUGUSTA. The ULLAH's shall be solely responsible for performing their obligations under this Agreement.

AUGUSTA may terminate this Agreement, with or without cause, upon five business day's written notice to the ULLAH's.

In the event that AUGUSTA determines, in its sole discretion, that the ULLAH's: (i) have failed to comply with the terms of this Agreement in a timely manner; (ii) have acted in any way contrary to the purposes of this Agreement; or (iii) have violated any federal, state or local law, ordinance or regulation, the ULLAH's shall be required to return to AUGUSTA all funds disbursed under this Agreement, upon request.

To the extent allowed by law, the ULLAH's agree to indemnify, defend and hold harmless AUGUSTA with respect to any claim, demand, action, damages, cost and/or expense to which AUGUSTA may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the ULLAH's, unless the complained of action of the ULLAH's, was taken at the specific direction of AUGUSTA.

This document sets forth the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successor and assigns, and may be cancelled, modified or amended only by a written instrument executed by all parties. The captions and marginal notes are used only as a matter of convenience and are neither to be considered a part of the agreement nor to be used in determining the intent of the parties too it. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AND IN SIGNING THIS AGREEMENT, I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND IT. THEREFORE, I/WE SIGN THIS AGREEMENT VOLUNTARILY.

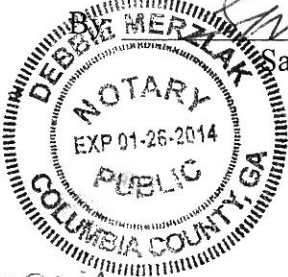
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals on the day and year above first written.

Signed, sealed and delivered in the presence of:

Michelle Piper
WITNESS

Sana Ullah
Sana Ullah

Debbie Merzlak
NOTARY PUBLIC



Columbia County, State of Georgia

My Commission Expires: 1-26-2014

Michelle Piper
WITNESS

Sana Ullah
Sana Ullah

Debbie Merzlak
NOTARY PUBLIC



Columbia County, State of Georgia

My Commission Expires: 1-26-2014

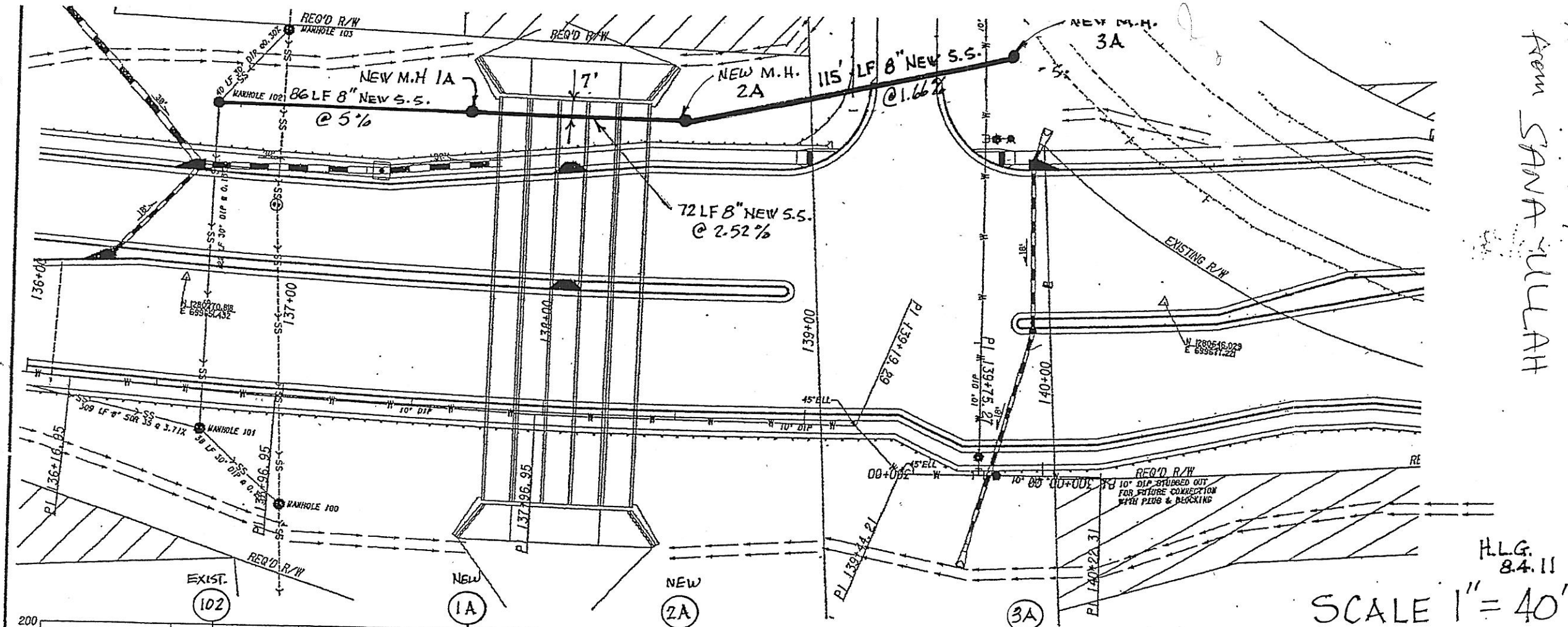
AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
Mayor

Attest: _____
Lena J. Bonner
As Its: Clerk of Commission

(SEAL)

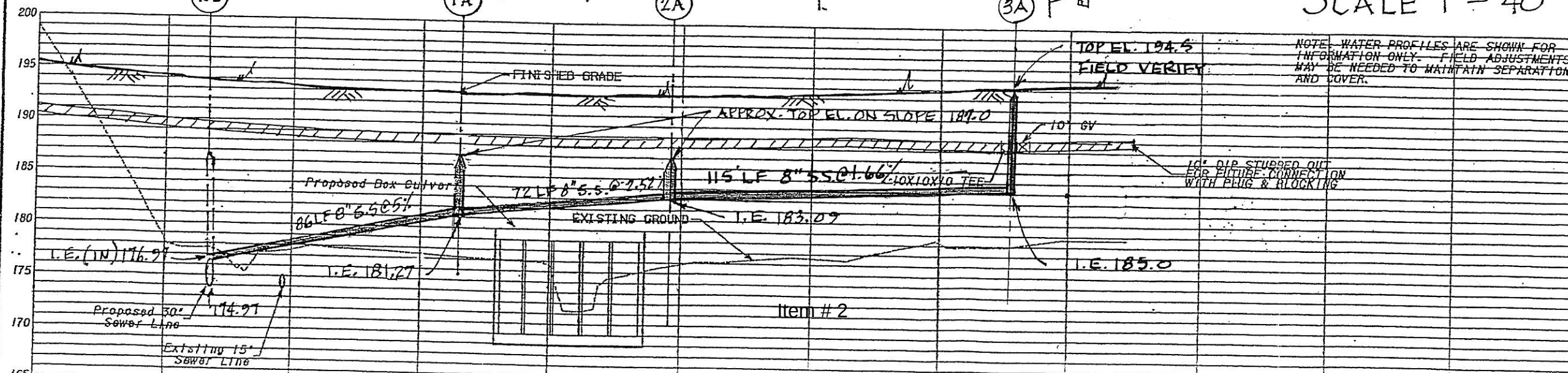
EXHIBIT A



FOR NESLEY MARTI
from SANVA MULLAH

H.L.G.
8.4.11

SCALE 1" = 40'



NOTE: WATER PROFILES ARE SHOWN FOR INFORMATION ONLY. FIELD ADJUSTMENTS MAY BE NEEDED TO MAINTAIN SEPARATION AND COVER.

Item #2



**Engineering Services Committee Meeting
12/12/2011 1:00 PM
Donation of Property to Augusta, GA**

Department: Engineering Department

Caption: Motion to accept property for easement from Carlton Amerson.

Background: See attached.

Analysis: N/A

Financial Impact: N/A

Alternatives: Deny motion to accept property

Recommendation: Approve motion to accept property

**Funds are Available
in the Following
Accounts:** N/A

REVIEWED AND APPROVED BY:

**Administrator
Clerk of Commission**

AUGUSTA, GEORGIA
EASEMENT

AUGUSTA, GEORGIA

PROJECT Wilkinson Circle

WITNESSETH that Carlton Richard Amerson, the undersigned, is (are) the owner(s) of a tract of land in Richmond County, which over, through, and across the above Project has been laid out by City of Augusta Engineering Department, being more particularly described in a map and drawing of said Project in the Augusta Engineering Office, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said land by the construction and maintenance of said Project, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant, sell and convey to AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, a perpetual easement for the purpose and uses hereinafter set forth, over, through and across the following lands, to-wit:

Said perpetual easement consists of 0.010 acre (433.43 sq. ft.) of permanent drainage and utility easement, more or less, as shown on a drawing of the property prepared by Augusta Engineering Department, dated October 10, 2011, revised N/A, attached hereto and made by reference a part hereof, for a more accurate and complete description of the perpetual easement.

ALSO granted is 397.64 sq. ft. of temporary construction and ingress/egress easement, more or less, as shown on said drawing; said temporary construction easement to expire at the completion and final acceptance of said Project by Augusta, Georgia.

This easement is granted for the following purposes and uses, to wit: access, construction and maintenance.

The easement herein granted shall bind the heirs and assigns of the undersigned.

WITNESS, the hand(s) and seal(s) of the undersigned, this 19th day of October, 2011.

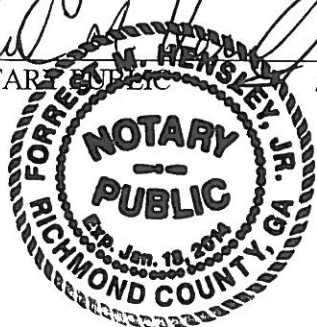
SIGNED, SEALED AND DELIVERED
in the presence of:

Unofficial Witness

NOTARY PUBLIC

Carlton Richard Amerson (L.S.)
Carlton Richard Amerson

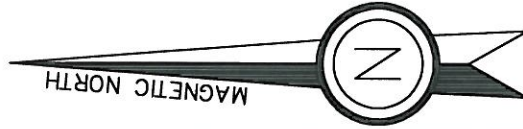
(L.S.)



Tax Map 070-1, Parcel 139

LINE CHART		
LINE	BEARING	DISTANCE
A	S 06° 43' 29"E	115.72'
B	S 06° 43' 29"E	71.66'
C	S 06° 43' 29"E	7.98'
D	S 75° 44' 58"W	40.43'
E	N 14° 15' 02"W	13.19'
F	N 83° 00' 18"E	42.07'
G	S 06° 43' 29"E	10.09'
H	S 75° 44' 58"W	39.10'
I	N 14° 15' 02"W	10.00'

LINE CHART

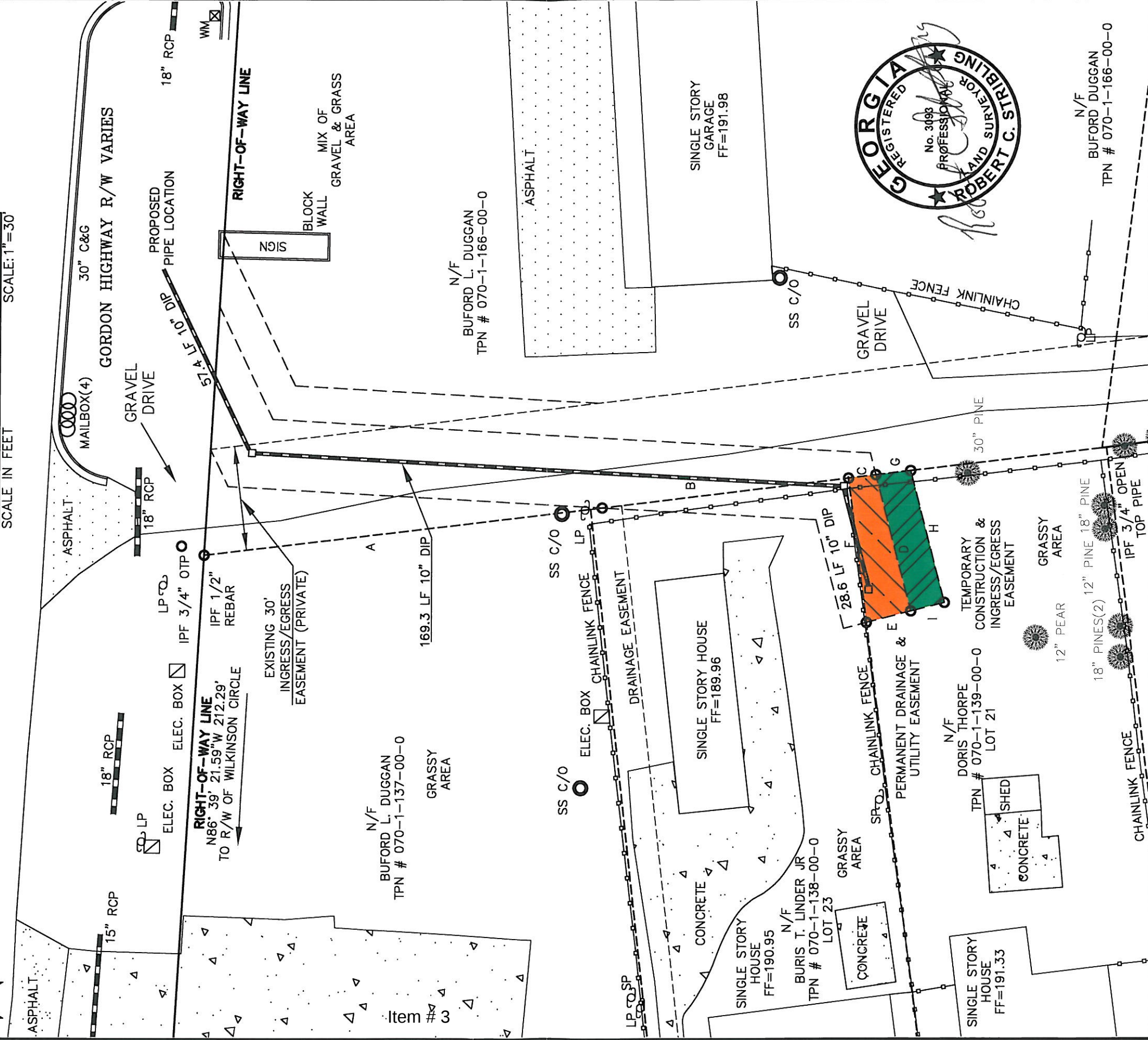
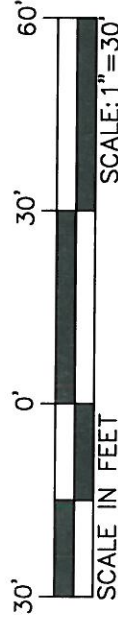


PROPERTIES INFORMATION

OWNER	TAX ID #	ACQUIREMENT TYPE	AREA
DORIS THORPE	070-1-139-00-0	PERM. DRAINAGE & UTILITY ESMT.	433.43 SQ. FT. (0.010 AC)
DORIS THORPE	070-1-139-00-0	TEMP. CONSTRUCTION & INGRESS/EGRESS EASEMENT	397.64 SQ. FT. (0.009 AC)

NOTES

1. EQUIPMENT USED: TOPCON GTS-603 AND PRISM.
2. DATE OF FIELD WORK: NOVEMBER 18, 2010.
3. THE FIELD DATA UPON WHICH THIS MAP IS BASED WAS PERFORMED BY OPEN TRAVERSE WITH NO CLOSURE.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
5. UTILITIES ARE SHOWN BASED ON LOCATION OF ABOVE GROUND EVIDENCE.



EASEMENT PLAT FOR	AUGUSTA-RICHMOND COUNTY COMMISSION	
	PROPERTY AT 1808 WILKINSON CIRCLE, PARCEL 070-1-139-00-0	
AUGUSTA-RICHMOND COUNTY ENGINEERING DEPARTMENT		
505 TELFAIR STREET, AUGUSTA, GEORGIA 30901		
Tel. (706)-796-5040 Fax (706)-796-5045		
ABIE L. LADSON, P.E., DIRECTOR		
STATE:	GEORGIA	
COUNTY:	RICHMOND	
JOB NO.:	10-0017	
SCALE:	1"=30'	
FLD: BR	RCS DRN: RCS	CHK: RCS
DATE:	10/10/11	
FILE:	10-0017PLAT3	



**Engineering Services Committee Meeting
12/12/2011 1:00 PM
Indemnity and Encroachment Agreement**

Department: Utilities Department

Caption: Motion to approve Indemnity and Encroachment Agreement with Linda Stout.

Background: Ms. Stout owns the property known as 3272 Summerchase Circle. Across the back of her property is 20 feet of easement for the 18" raw water main. Ms. Stout would like to fence in her back yard, including the easement.

Analysis: Ms. Stout has agreed to use only removable materials (i.e. chain link, wood, PVC) over the easement and to indemnify Augusta. AUD would still have access to the easement for maintenance, repair, etc.

Financial Impact: None.

Alternatives: Deny motion.

Recommendation: Approve motion.

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

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

STATE OF GEORGIA
COUNTY OF RICHMOND

INDEMNITY AND ENCROACHMENT AGREEMENT

This Indemnity and Encroachment Agreement entered into this _____ day of _____, 2011, by Linda E. Stout, hereinafter called the "Applicant", in favor of Augusta, Georgia, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission (hereinafter called "Augusta");

WITNESSETH:

For and in consideration of Augusta's grant of permission for the allowing applicant to construct a removable fence (wooden, chain link, PVC, plastic) within the easement of, and across the pipeline of, its water main pipeline, a part of the 18" raw water main, (hereinafter called the "encroachment"), which said water main does cross applicant's property and is situated within a 20-foot easement running along the southern boundary of the applicant's property (which address is 3272 Summerchase Circle, PIN 042-4-167-00-0, located in the Summerchase Subdivision, Section III-A), as shown in a plat prepared for Linda E. Stout and Grace R. Stout, dated July 31, 1995, and recorded in the Realty Records section of the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 497, Page 490, to which reference is hereby made for more accurate information of said property, its exact location, dimensions, metes and bounds.

The Applicant does agree that no permanent fencing, such as brick, block, concrete, or any other material that is not removable, or would hinder Augusta's ingress/egress to the easement, or its ability to carry out the rights reserved unto it, shall be allowed on the easement.

For the protection of the water main being damaged by the setting of the posts, Applicant does agree to contact Bobby Dudley (706-564-4626), at least three (3) business days prior to the fence being installed, so that the water main can be located.

The Applicant shall and does agree to indemnify and save harmless Augusta, its agents, officers, servants and employees from any and all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property arising out of the construction and/or maintenance of the encroachment located as described herein.

The Applicant shall and hereby agrees to maintain the encroachment in good repair at the Applicant's sole expense and shall and does hereby release Augusta from any claims arising out of the Applicant's failure to maintain the encroachment.

Augusta reserves all rights, within the easement area, to construct, lay, relay, install, extend, expand, add, operate, repair and maintain pipelines transporting and carrying utility services, and for any purpose deemed necessary by Augusta. Applicant does understand and agrees that this may mean damage to, or the destruction of, the encroachment and hereby releases Augusta from any and all claims for damages to the encroachment as a result of such work by Augusta.

Augusta reserves the right to enter the area described in the encroachment to perform any of the rights listed in this document. Augusta shall notify Applicant prior to entering the encroachment, unless it is a case of emergency.

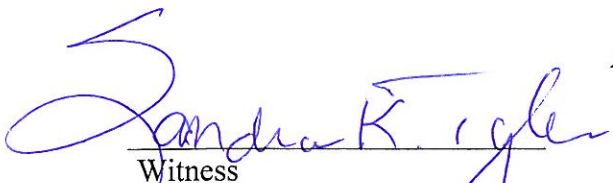
Applicant does agree that no trees, or shrubbery, shall be planted over the pipeline, or within the easement. Applicant also agrees that absolutely no permanent structure shall be erected within the easement area.

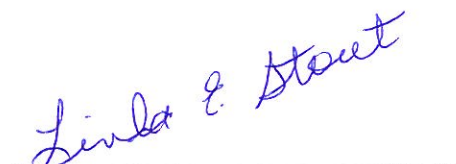
This Agreement in no way releases any interest and rights that Augusta has in, and too, the 20-foot easement located on Applicant's property.

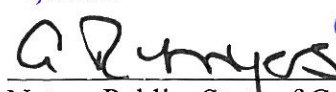
This Agreement shall be deemed a covenant running with the land and shall be binding upon the Applicant's heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, individually or through their authorized officers, agents or attorneys-in-fact as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

APPLICANT:


 Sandra K. Riglen
 Witness


 Linda E. Stout


 April R. Myers
 Notary Public, State of GA
 My Commission Expires: 6.20.2015

April R. Myers
NOTARY PUBLIC
Columbia County, GEORGIA

AUGUSTA, GEORGIA

Witness

Deke Copenhaver
As Its Mayor

Notary Public, State of GA
My Commission Expires: _____

Attest

(SEAL)



**Engineering Services Committee Meeting
12/12/2011 1:00 PM
Status Report on Right-of-Way and Vacant Lot Cleanups**

Department: Clerk of Commission

Caption: Receive a status report from the Engineering and Environmental Services Departments regarding right-of-way and vacant lot cleanups. (Requested by Commissioner Johnson)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:
