



Engineering Services Committee Meeting Committee Room- 2/23/2009- 12:50 PM

ENGINEERING SERVICES

1. Approve the deeds of dedication, maintenance agreement, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Cambridge Subdivision, Section 14. ☐ [Attachments](#)
2. Motion to approve and accept a Deed of Dedication and Maintenance Agreement for utilities located between Wheeler Parkway and Roy Road. ☐ [Attachments](#)
3. Motion to approve Georgia Power Company Governmental Encroachment Agreement for Easement #31118. ☐ [Attachments](#)
4. Monument/Marker Placement - A petition by the Woodmen of the World South Georgia Jurisdiction requesting approval for placement of a granite memorial bench in the center right-of-way of Ninth and Greene Streets. The new bench will replace one that is missing in front of the World War II Memorial. ☐ [Attachments](#)
5. Motion to approve a resolution creating street lighting districts as requested by Traffic Engineering. ☐ [Attachments](#)
6. Motion to approve and accept a Deed of Dedication and Maintenance Agreement for Utilities in Windsor Townhomes, Phase 1. ☐ [Attachments](#)

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**Engineering Services Committee Meeting
2/23/2009 12:50 PM
Cambridge Section 14**

Department: Engineering-Abie L. Ladson, P.E., Director

Caption: Approve the deeds of dedication, maintenance agreement, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Cambridge Subdivision, Section 14.

Background: The final plat was approved by the Commission on June 20, 2006 . 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.

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 and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and 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 agreement, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Cambridge Subdivision, Section 14. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

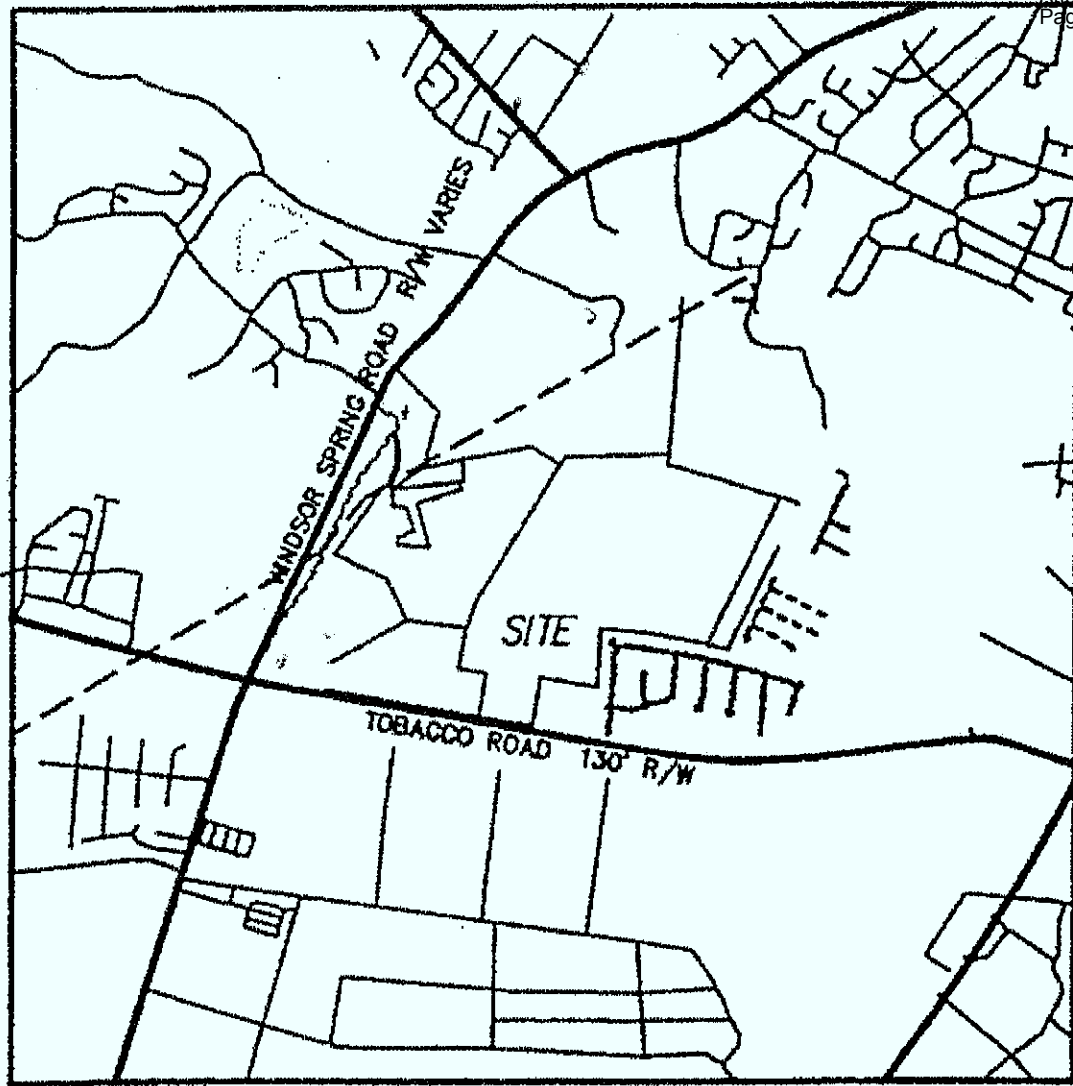
Funds are Available in the Following Accounts: Not required at this time.

Cover Memo

Item # 1

REVIEWED AND APPROVED BY:

**Law.
Administrator.
Clerk of Commission**



VICINITY MAP



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

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

Date: Tuesday, September 06, 2008

Subject: Certificate of Completion
Dedication of Cambridge, Section 14
File reference: 2008 – 05 (A)

As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based 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 if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

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

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
(Roads and Storm Drainage)

THIS INDENTURE, made and entered into this _____ day of _____, 2006 by and between **NORDAHL & 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:

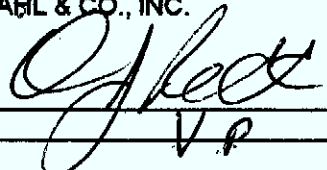
ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS AND STORM DRAINAGE SYSTEMS, located in Cambridge Section 14 according to the plat prepared by Southern Partners, Inc., dated May 22, 2006 being shown as the following streets: Bansbury Place, Oxford Drive, and Connector Road particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia, in Reel 2, pages 403 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 successors 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.

NORDAHL & CO., INC.

By:  (SEAL)
As Is V.P.

SIGNED, SEALED AND DELIVERED
In our presence:

Priscilla Lord

Elmabeth B. Moore
Notary Public My Commission Expires
11/13/09

Accepted by Augusta, Georgia, by
and through its Commission

By: _____
as the Mayor

Attest: Clerk of Commission

cc
11/15/09

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

**MAINTENANCE AGREEMENT
(Roads and Storm Drainage)**

THIS AGREEMENT, entered into this day of , 2006, by and between **NORDAHL & 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, Developer requested that the Augusta, Georgia Commission accept certain roads, storm drains and appurtenances for Cambridge Section 14, 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, storm drains and appurtenances, respectfully described in the deed contemporaneously tendered herewith to 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 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 at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, and the Developer is unable to respond in a timely manner, Augusta 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.

DEVELOPER
NORDAHL & CO., INC.

By:  (L.S.)
As Its V.P.

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor (L.S.)

ATTEST:

Clerk of Commission


11/5/09

SUBDIVISION: CAMBRIDGE, SECTION 14

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Richmond County desires to make Oxford 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 Oxford 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 1,016.51' NW of right-of-way
of existing Oxford Drive
Extending NE approx. 546'
- (b) Length of road to nearest 1/100th mile:
0.10 mile
- (c) Width & type of road surface:
31' 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-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

CS
1/5/09

SUBDIVISION: CAMBRIDGE, SECTION 14

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Connector Road 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 Oxford Drive

Extending approx. 280' SE to Bansbury Place
- (b) Length of road to nearest 1/100th mile:

0.05 mile
- (c) Width & type of road surface:
31' 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-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

COB
11/5/09

Item # 1

SUBDIVISION: CAMBRIDGE, SECTION 14

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Richmond County desires to make Bansbury Place a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Bansbury Place 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 831.51' SW of the right-of-way
of Thames Place
Extending approx. 725 SW then NW
- (b) Length of road to nearest 1/100th mile:
0.14 mile
- (c) Width & type of road surface:
31' 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-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

cc
1/5/09

STATE OF GEORGIA) DEED OF DEDICATION (UTILITY)
COUNTY OF RICHMOND) FOR CAMBRIDGE, SECTION 14

THIS INDENTURE, made and entered into this ____ day of _____, 2008 between the **Nodahl & Company, Inc., Cambridge Section 14** 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 20th day of JUNE, 2006; 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 Nordahl & Company Inc. by Southern Partners, Inc. and Associated dated May 25, 2006 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.

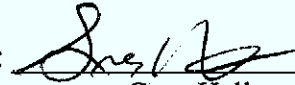
AND THE SAID PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims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

Nordahl & Company Inc.
Cambridge, Section 14

By:  9/11/08
Greg Hall

As Its: Certified Superintendent

 9-11-08
Witness


Notary Public

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

Attest: _____

As Its: _____

(SEAL)

Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Clerk of Commission

(SEAL)

UTILITY AS-BUILT

SECTION 14
CAMBRIDGE

PROPERTY LOCATED IN NORTH AMERICA, IN THE STATE OF

ALABAMA, IN THE COUNTY OF

DADE : MAY 20, 2009 SCALE : 1" = 40'

DATE : MAY 20, 2009

NORDAHL & CO., INC.

REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER

SOUTHERN PARTNERS, INC.

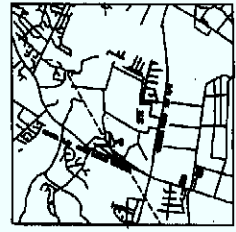
REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER

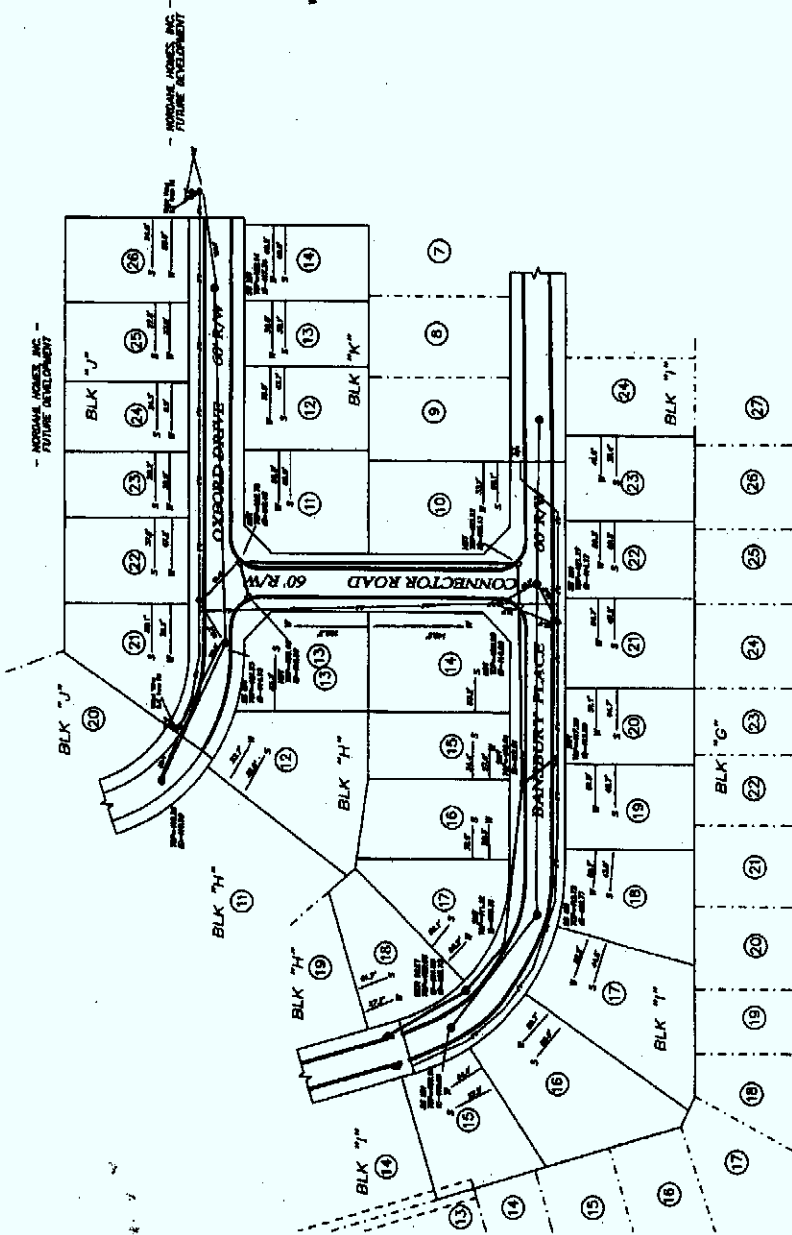
GRAPHIC SCALE



WATER - 8" PVC CLASS 200
C-900



PROJECT DATA	
TOTAL ACRES	10.48 AC
TOTAL NO. OF LOTS	97
LOT AREA	1.05 AC
LOT AREA	0.12 AC
LOT AREA	0.12 AC
TOTAL PAVED RD.	PART OF 145/RT





**Engineering Services Committee Meeting
2/23/2009 12:50 PM**

Deed of Dedication and Maintenance Agreement for Utilities Located Between Wheeler Parkway and Roy Road

Department: Augusta Utilities Department

Caption: Motion to approve and accept a Deed of Dedication and Maintenance Agreement for utilities located between Wheeler Parkway and Roy Road.

Background: A water distribution system and a gravity sewerage system was constructed in connection with the development of several tracts of property between Wheeler Parkway and Roy Road. The developers, Greater Augusta Association of Realtors, Inc., Norman B. Pursley, Jr., George C. Pursley, Robert D. McMorris, and West Augusta Investments, LLC, are desirous of dedicating these utilities to Augusta.

Analysis: The water distribution system and the gravity sewerage system have been inspected and approved by the Augusta Utilities Department.

Financial Impact: None

Alternatives: Deny the motion to approve and accept a Deed of Dedication and Maintenance Agreement for utilities located between Wheeler Parkway and Roy Road.

Recommendation: Approve and accept a Deed of Dedication and Maintenance Agreement for utilities located between Wheeler Parkway and Roy Road

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

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

STATE OF GEORGIA

COUNTY OF RICHMOND

**DEED OF DEDICATION
UTILITIES LOCATED BETWEEN
WEST WHEELER PARKWAY AND ROY ROAD
[Utilities only]**

WHEREAS, the **GREATER AUGUSTA ASSOCIATION OF REALTORS, INC. ("Realtors")** owns a tract of land in Richmond County, Georgia containing 1.52 acres as shown on a plat prepared for the Greater Augusta Association of Realtors by James G. Swift & Associates dated May 7, 2007, and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Plat Cabinet D, Slide 47, Plat G (the "Plat") (the "Board of Realtor Tract"), **NORMAN B. PURSLEY, JR., GEORGE C. PURSLEY and ROBERT D. McMORRIS ("Pursley")** owns a tract of land in Richmond County, Georgia containing 2.23 acres as shown on the Plat (the "Pursley Tract"), and **WEST AUGUSTA INVESTMENTS, LLC ("West Augusta")** owns a tract of land in Richmond County, Georgia containing 4.04 acres, and more fully described in warranty deed recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Realty Reel 590, page 531, with a portion of said property also being shown on the Plat (the "West Augusta Tract"); and

WHEREAS, in connection with the development of the Board of Realtor Tract, the Pursley Tract and the West Augusta Tract, the owners or predecessors in title laid out a water distribution system and gravity sewerage system for such tracts of land; and

WHEREAS, it is the desire of the Realtors, Pursley and West Augusta to deed the water distribution and sanitary sewer system and all apparatuses to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission for maintenance and control, reserving unto themselves the maintenance and control of the storm drainage system and the road and street system; and

WHEREAS, AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water distribution system and sewerage gravity system. Augusta Utilities Department will not maintain individual force mains and or grinder pumps, they shall remain private.

NOW, THEREFORE, this indenture made this _____ day of _____, 2008 between the **GREATER AUGUSTA ASSOCIATION OF REALTORS, INC., NORMAN B. PURSLEY, JR., GEORGE C. PURSLEY, ROBERT D. McMORRIS**, and **WEST AUGUSTA INVESTMENTS, LLC** hereinafter referred to as the parties of the first part and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, by and through the Augusta-Richmond County Commission, hereinafter referred to as the party of the second part,

W I T N E S S E T H:

That the parties of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and sewerage system, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to-wit:

All the right, title and interest of the parties of the first part in and to the water distribution system and sanitary sewerage system as the same are now located and existing as shown a plat prepared for Greater Augusta Association of Realtors by James G. Swift & Associates dated May 7, 2007, and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Plat Cabinet D, Slide 47, Plat G.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described water distribution system and sewerage system.

Parties of the first part, having elected to maintain any roads and streets as private streets, as well as any parking facilities covenants that they, his heirs, legal representatives, and successors and assigns, shall repair, pave, or replace any private road or street, or any portion thereof, as well as any parking facilities through which Party of the Second Part may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sewerage system, and shall grant to the Party of the Second Part any necessary easement in connection with such construction or extension.

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

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

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

GREATER AUGUSTA ASSOCIATION
OF REALTORS, INC.

By: Linda M. Townsend
Its: President

Attest: Deborah Yates
Its: Deborah Yates - Admin - Mid-South

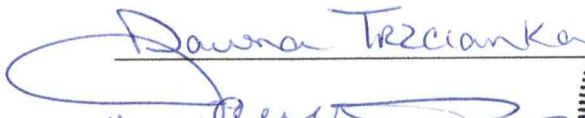
SIGNED, SEALED AND DELIVERED
in the presence of:

Melanie Justice
Melanie Justice
Notary Public, State of Georgia

NOTARY PUBLIC LINCOLN CO. GA.
MY COMMISSION EXPIRES 04-11-2009


NORMAN B. PURSLEY, JR.

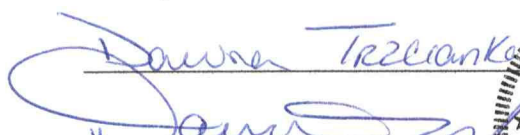
SIGNED, SEALED AND DELIVERED
in the presence of:


Notary Public, State of Georgia

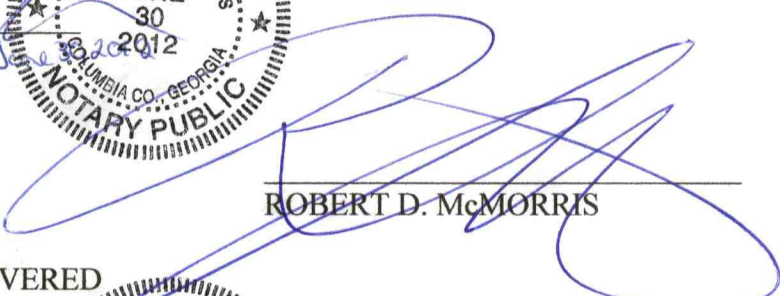



GEORGE C. PURSLEY

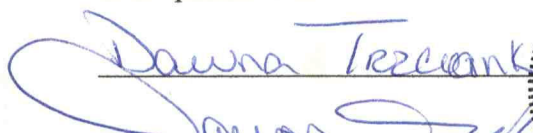
SIGNED, SEALED AND DELIVERED
in the presence of:


Notary Public, State of Georgia




ROBERT D. McMORRIS

SIGNED, SEALED AND DELIVERED
in the presence of:


Notary Public, State of Georgia



WEST AUGUSTA INVESTMENTS, LLC

By: Samy M. Beltinger
Its: President

Attest: Deborah L. Yates
Its: Mid-South - witness

SIGNED, SEALED AND DELIVERED
in the presence of:

Connie Anderson
Notary Public, Columbia County, Georgia
My Commission Expires May 4, 2010
Notary Public, State of Georgia



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Its: its Mayor

Attest: _____
Its: Clerk of Commission
(SEAL)

STATE OF GEORGIA

COUNTY OF RICHMOND

**MAINTENANCE AGREEMENT
WEST WHEELER PARKWAY AND ROY ROAD
(Utility Water & Sewer)**

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between the **GREATER AUGUSTA ASSOCIATION OF REALTORS, INC., NORMAN B. PURSLEY, JR., GEORGE C. PURSLEY, AND ROBERT D. McMORRIS**, 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 development of property located between West Wheeler Parkway and Roy Road, , as shown by deed recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Cabinet D. Slide 47, Plat G.; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in such developments 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 development, 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 development 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 development 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.

GREATER AUGUSTA ASSOCIATION
OF REALTORS, INC.

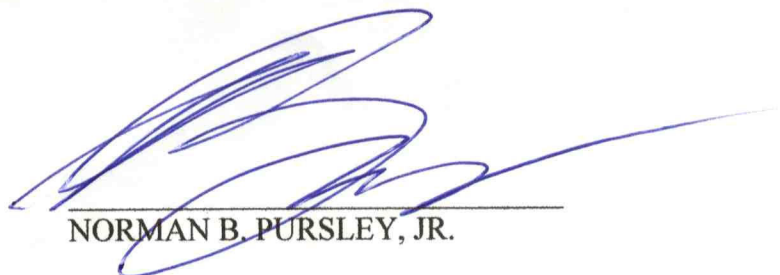
By: Lynnda M. Townsend
Its: President

Attest: Deborah Yates
Its: Deborah Yates - Admin - Mid South

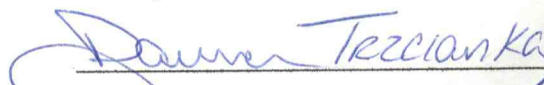
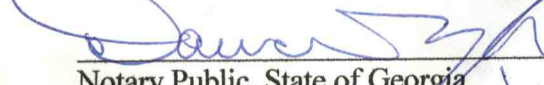
SIGNED, SEALED AND DELIVERED
in the presence of:

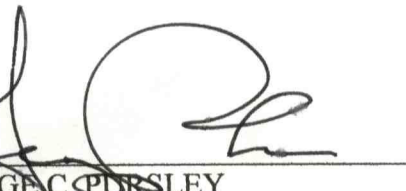
Melanie Justice
Melanie Justice
Notary Public, State of Georgia

NOTARY PUBLIC LINCOLN CO. GA.
MY COMMISSION EXPIRES 04-11-2009

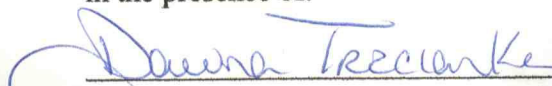
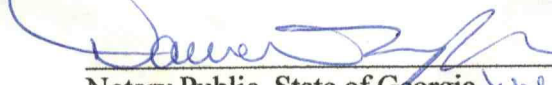

NORMAN B. PURSLEY, JR.

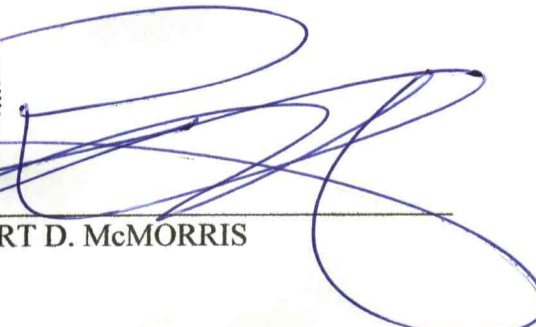
SIGNED, SEALED AND DELIVERED
in the presence of:



Notary Public, State of Georgia

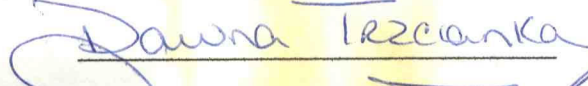
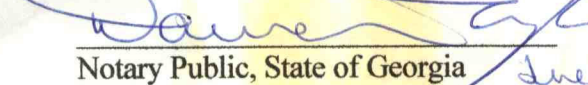


GEORGE C. PURSLEY

SIGNED, SEALED AND DELIVERED
in the presence of:



Notary Public, State of Georgia



ROBERT D. McMORRIS

SIGNED, SEALED AND DELIVERED
in the presence of:



Notary Public, State of Georgia



ACCEPTED BY:

AUGUSTA, GEORGIA

BY: _____
Its Mayor

ATTEST: _____
Its Clerk of Commission

(SEAL)



**Engineering Services Committee Meeting
2/23/2009 12:50 PM
Georgia Power Company Governmental Encroachment Agreement #31118**

Department: Augusta Utilities Department

Caption: Motion to approve Georgia Power Company Governmental Encroachment Agreement for Easement #31118.

Background: The Augusta Utilities Department will be constructing the Gordon Highway 24" Water Main (10153), in the future, which will cross the Georgia Power Company easement in question.

Analysis: Augusta will need to enter into an encroachment agreement with Georgia Power, in order to cross their easement. The proffered document is the usual agreement between GPC and Augusta.

Financial Impact: None

Alternatives: Deny the motion to approve the Georgia Power Company Governmental Encroachment Agreement for Easement #31118.

Recommendation: Approve the Georgia Power Company Governmental Encroachment Agreement for Easement #31118.

Funds are Available in the Following Accounts: 510043410-5411120 80310153-5411120

REVIEWED AND APPROVED BY:

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

GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # 6-3311

APPLICATION # 31118

SUBJECT: **Dum Jon – Evans 230kv RIGHT-OF-WAY**

The Georgia Power Company, hereinafter called the "Power Company," hereby consents **Augusta, Georgia, a Political Subdivision of the State of Georgia**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being varies in width and extending in part through, **125TH GMD**, of **Richmond County**, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission lines by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as Exhibit A.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **a 18 water line crossing** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities".)
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.
7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in **Augusta, Georgia**, Phone: **706-667-5654**, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.
8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property

(including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent, and has by Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company on request), authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the **28th of March, 2009**, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this _____ day of _____, 20____.

WITNESS:

BY:

NOTARY PUBLIC:

TITLE:

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20____.

GEORGIA POWER COMPANY

WITNESS:

BY:

NOTARY PUBLIC:

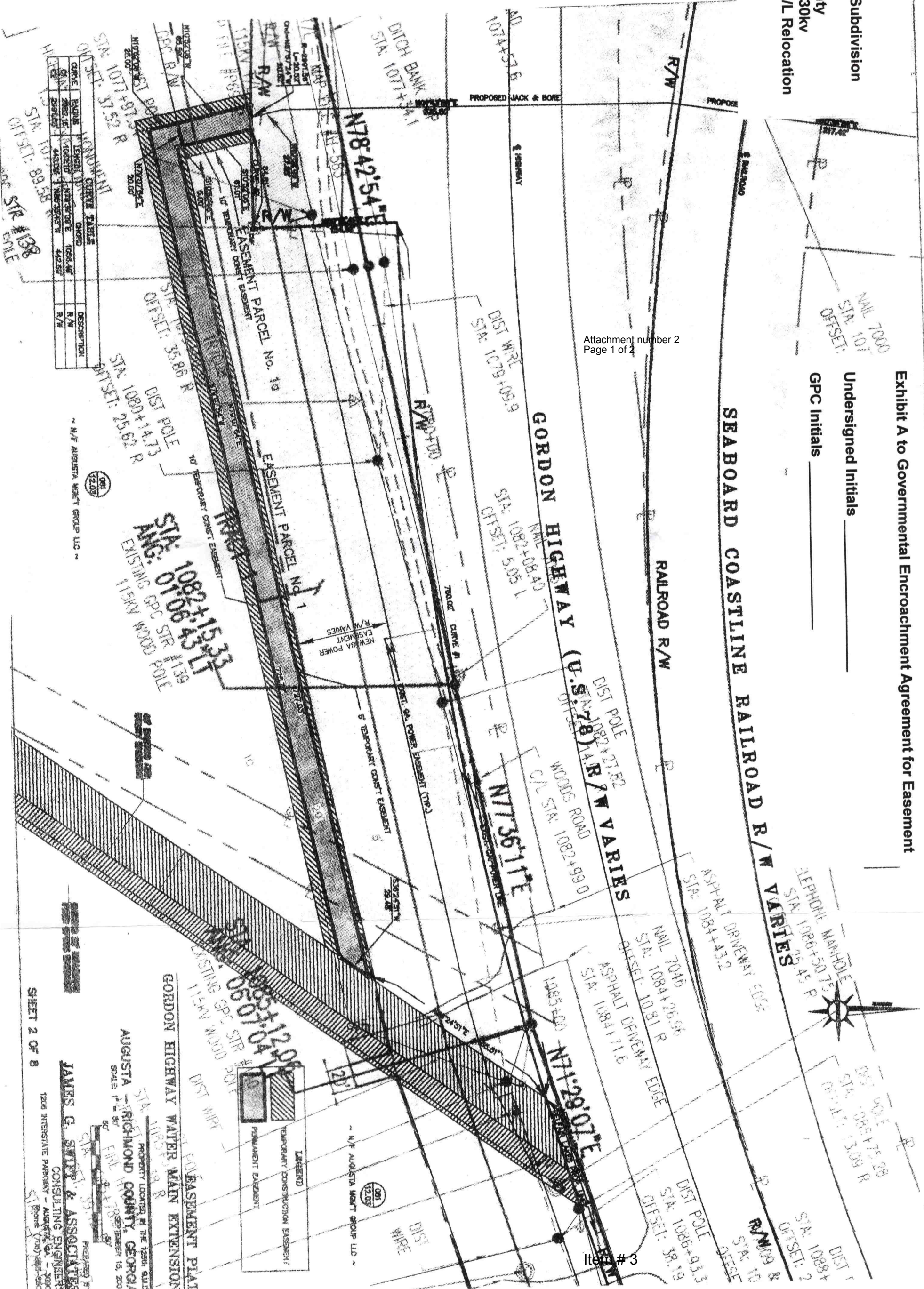
NAME: Joe Cawley

TITLE: Area Transmission Maintenance Supervisor

EV-31118
Augusta, Georgia, a Political Subdivision
of the State of Georgia
125th GMD of Richmond County
Dum Jon-Thomson Primary 230kv
Ref: Dum Jon-Evans 115kv T/L Relocation
Map #P-54, sheet 35 of 38
Letter File 6-3318

Exhibit A to Governmental Encroachment Agreement for Easement

Undersigned Initials _____
GPC Initials _____



Attachment number 2
Page 1 of 2

Sheet # 3

CURVE TABLE		DESCRIPTION	
STATION	LENGTH	CHORD	R/W
1074+51.6	100.00	100.00	R/W
1075+51.6	100.00	100.00	R/W

~ N/F AUGUSTA WASTE GROUP LLC ~

1206 INTERSTATE PARKWAY - AUGUSTA, GA - 30904
Phone: (706) 726-1000

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS



**Engineering Services Committee Meeting
2/23/2009 12:50 PM
Planning Commission**

Department: Planning Commission

Caption: Monument/Marker Placement - A petition by the Woodmen of the World South Georgia Jurisdiction requesting approval for placement of a granite memorial bench in the center right-of-way of Ninth and Greene Streets. The new bench will replace one that is missing in front of the World War II Memorial.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
2/23/2009 12:50 PM
Street Lighting**

Department: Abie Ladson, P. E. Director Engineering Department

Caption: Motion to approve a resolution creating street lighting districts as requested by Traffic Engineering.

Background: The Engineering Department has been petitioned by the citizens requesting street lighting in their neighborhood pursuant to a 1971 Commission Resolution authorizing the creating of Street Lighting Districts. The petitioners agree to pay for all costs associated with the installation, ongoing maintenance and energy.

Analysis: Currently, street lighting is non-existing in these areas. Street lighting has been an effective measure to increase pedestrian and vehicular safety, assist in crime prevention, and to promote businesses and community pride.

Financial Impact: Street Lighting Districts are funded by a self supporting fund. Street Lighting charges vary based on the type lighting requested or required, billable front footage, and light wattage and spacing. Costs for the subject districts follow: 1. 329 Manchester \$1.15/Ft. 2. 341 The Orchard \$1.15/Ft.

Alternatives:

Recommendation: Approve Street Lighting Districts

Funds are Available in the Following Accounts: 2760416105233111/Legal Advertising

REVIEWED AND APPROVED BY:

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

AJENDA ITEM _____

EDITION _____

Date: February 11, 2009

To: Hon. Deke Copenhaver, Mayor
Members of Commission
Jimmy Smith, Chairman, Engineering Services Committee

Through: Abie L. Ladson, P E Director, Engineering Dept.

Through: Fred Russell, Administrator

From: Steven J. Cassell, PE, PTOE,
Assist. Director—Traffic Engineering

Subject: Petitioned Street Lighting Districts
File Reference: 08-005E (A)

CAPTION: Recommend approval of resolution creating street lighting districts as requested by Traffic Engineering.

BACKGROUND: The Engineering Department has been petitioned by the citizens requesting street lighting in their neighborhood pursuant to a 1971 Commission Resolution authorizing the creating of Street Lighting Districts. The petitioners agree to pay for all costs associated with the installation, ongoing maintenance and energy.

ANALYSIS: Currently, street lighting is non-existing in these areas. Street lighting has been an effective measure to increase pedestrian and vehicular safety, assist in crime prevention, and to promote businesses and community pride.

FINANCIAL IMPACT: Street Lighting Districts are funded by a self supporting fund. Street Lighting charges vary based on the type lighting requested or required, billable front footage, and light wattage and spacing. Costs for the subject districts follow:

- | | | |
|----|-----------------|------------|
| 1. | 329 Manchester | \$1.15/Ft. |
| 2. | 341 The Orchard | \$1.15/Ft. |

AGENDA ITEM _____
EDITION _____

Date February 11, 2009

Page 2

REQUESTED AGENDA DATE: **Committee Meeting: February 23, 2009**
Commission Meeting:

DEPARTMENT
DIRECTOR

FUNDS ARE AVAILABLE IN THE
ACCOUNTS:
2760416105233111/Legal Advertising

ADMINISTRATOR:

FINANCE:

SJC/ALL/PJ

Cc: Charles Gifford
Agenda File
Traffic Engineering File



**Engineering Services Committee Meeting
2/23/2009 12:50 PM**

Windsor Townhomes, Phase 1, Deed of Dedication and Maintenance Agreement for Utilities

Department: Augusta Utilities Department

Caption: Motion to approve and accept a Deed of Dedication and Maintenance Agreement for Utilities in Windsor Townhomes, Phase 1.

Background: Windsor Townhomes, LLC developed Windsor Townhomes, Phase 1. The development includes a water distribution system and a gravity sewerage system. Windsor Townhomes, LLC is desirous of dedicating these to systems to Augusta.

Analysis: The water distribution system and the gravity sewerage system have passed inspection by the Augusta Utilities Department.

Financial Impact: None

Alternatives: Deny the motion to approve and accept the Windsor Townhomes, Phase 1, Deed of Dedication and Maintenance Agreement for Utilities.

Recommendation: Approve and accept the Windsor Townhomes, Phase 1, Deed of Dedication and Maintenance Agreement for Utilities.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

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

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR Windsor Townhomes, Phase I (Utility Water & Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 2009, by and between the **Windsor Townhomes, LLC, Windsor Townhomes, Phase I** 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:

Windsor Townhomes, Phase I



Witness

AS it's Member/Man



Chris Johnson

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

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
Mason McKnight, Jr. Parkway
[Utilities only-Private Streets]

WHEREAS, Windsor Townhomes, LLC (“**DEVELOPER**”) owns a tract of land in Richmond County, Georgia known as Windsor Townhomes, Phase I and in the building of a housing subdivision on said tract, it has laid out a water distribution system and sewerage system, in said subdivision; and

WHEREAS, it is the desire of Windsor Townhomes, LLC to deed water distribution system, the sanitary sewer and apparatuses to remain private, to **AUGUSTA, GEORGIA**, a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control, reserving unto itself the maintenance and control of the storm drainage system and the road and street system; and

WHEREAS, a plat of Windsor Townhomes, LLC has been prepared by H. Lawson Graham and Associates, Inc., dated February 2, 2009 and said plat has been recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Reel _____, pages _____ and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, **AUGUSTA, GEORGIA**, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water distribution system and sewerage gravity system. Augusta Utilities Department will not maintain individual force mains and or grinder pumps, they shall remain private.

NOW, THEREFORE, this indenture made this _____ day of _____, 2009 between _____ hereinafter referred to as the parties of the first part and **AUGUSTA, GEORGIA**, a political subdivision, by and through the Augusta-

Richmond County Commission, hereinafter referred to as the party of the second part,

WITNESSETH:

That the party of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and sewerage system, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to-wit: [Insert Property Description]

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described water distribution system and sewerage system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the water distribution system and sewerage system herein conveyed, for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

Party of the First Part, having elected to maintain the roads and streets as private streets, covenants that he, his heirs, legal representatives, and successors and assigns, shall repair, pave, or replace any private road or street, or any portion thereof, through which Party of the Second Part may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sewerage system, and shall grant to the Party of the Second Part any necessary easement in connection with such construction or extension.

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

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

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

DEVELOPER: Windsor Townhomes , Phase I

Signed, sealed and delivered in

By: 
Chris Johnson

As its Owner

Witness By: 


Notary Public, State of _____
My Commission Expires: _____

(SEAL)

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

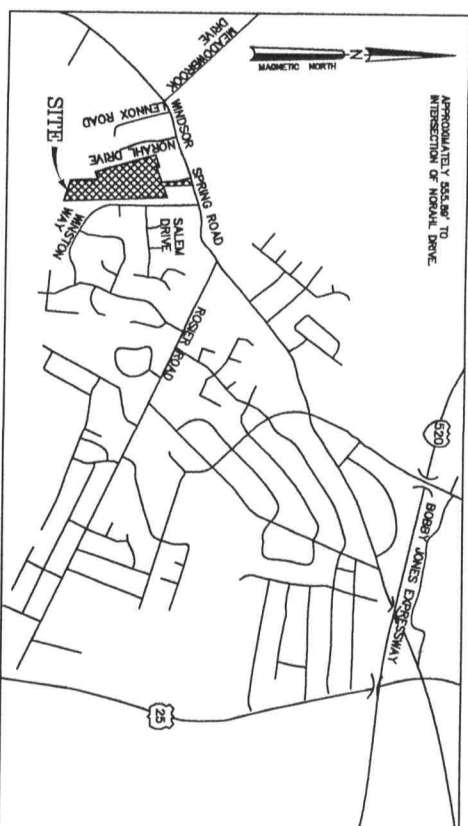
ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
As its Mayor

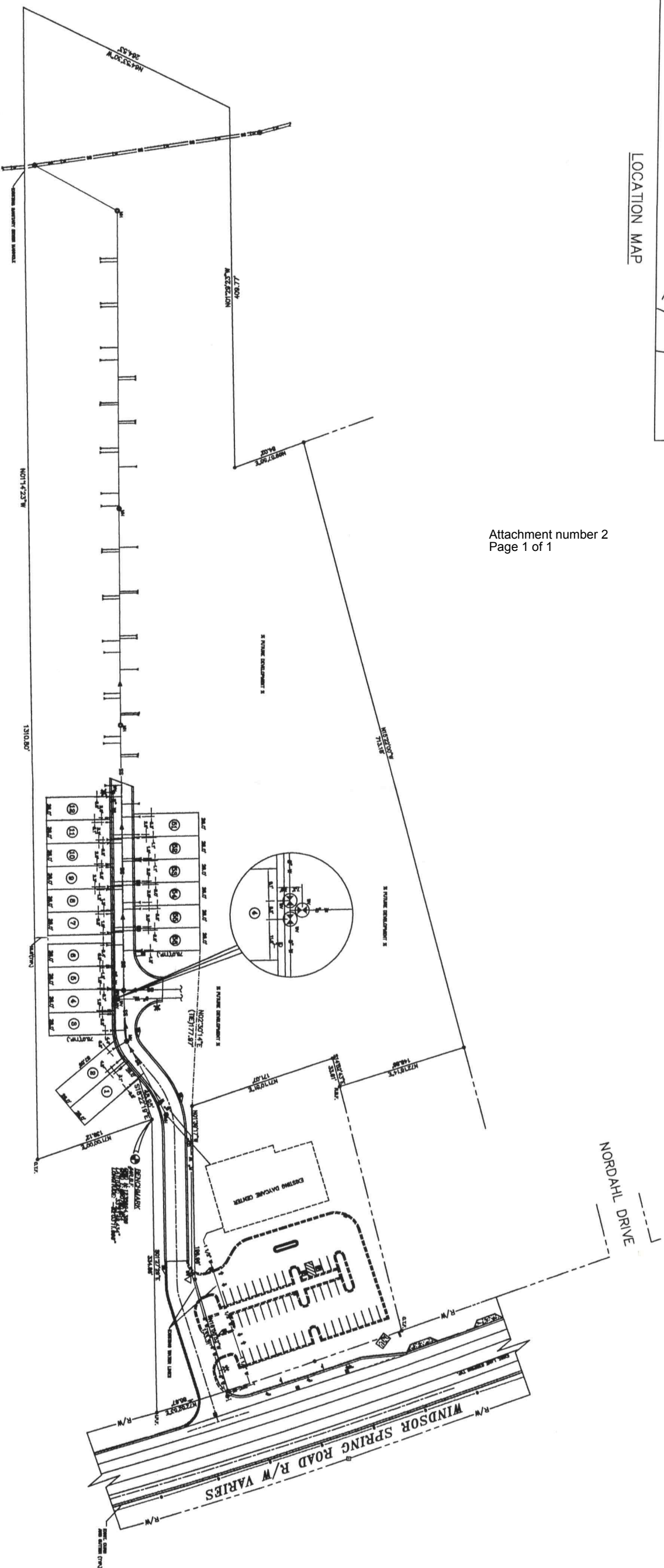
Attest: _____
Clerk

(SEAL)



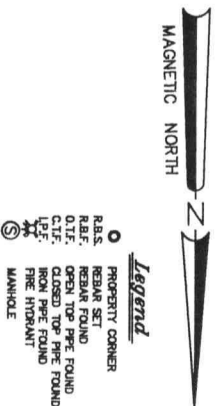
LOCATION MAP

Attachment number 2
Page 1 of 1



ADDITIONALLY, THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN ON THIS SURVEY WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO KNOWN UTILITIES EXCEPT AS SHOWN ON THIS SURVEY. THE CONTRACTOR SHALL ASCERTAIN THE TRUE LOCATION OF ANY UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES SHOWN OR NOT SHOWN HEREON.

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS AND OTHER EASEMENTS NOT SHOWN HEREON BUT MAY BE RECORDED IN THE CLERK OF COURTS OFFICE.



OWNER / DEVELOPER :

(24 HOUR CONTACT)
CHRIS JOHNSON
3043 BROOKHAVEN WAY
AUGUSTA, GEORGIA 30909
TELEPHONE: (706) 832-6588

SURVEY DATA

FIELD CLOSURE: 0.04' / STATION
ANGULAR CLOSURE: 5" / STATION
ADJUSTMENT: NONE
PLAT CLOSURE: 1 FOOT IN 5,000
TOPCON GTS - 3B



GRAPHIC SCALE

(IN TEST)
1 knob - 60 ft

[illegible]

UTILITY AS-BUILT
-or-
WINDSOR TOWNHOMES~PHASE 1
2440 WINDSOR SPRING ROAD
AUGUSTA-RICHMOND COUNTY

H. LAWSON GRAHAM AND ASSOC., INC.

ENGINEERS AND SURVEYORS

GEORGIA ENGINEER FIRM	LOCATED IN: 192001800
AREA LAND SURVEYOR FIRM	LOCATED IN: 197000410

CHARGES	ATTORNEY
...	...

HLG	
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DATE	JOB NO.	DRAWING NO.
10/10/00	100	100

2/2/08	08-314	
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THE UNIVERSITY OF CHICAGO

CHICAGO, ILLINOIS

Item # 6