



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, March 26, 2024
1:05 PM

ENGINEERING SERVICES

1. Approve dedication of Water and Sanitary Sewer for Laurel Park, Phase II.
2. Approve Dedication of Water and Sanitary Sewer from Gun Club Investors commercial subdivision and Dedication of Sanitary Sewer from Rush Trucking.
3. Motion to approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. **(Referred from March 19 Commission Meeting)**
4. Motion to approve the minutes of the Engineering Services Committee held on March 12, 2024.



Meeting Name

Meeting Date: March 26, 2024

Dedication of Water and Sanitary Sewer for Laurel Park, Phase II

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Dedication of Water and Sanitary Sewer for Laurel Park, Phase II
Background:	During the construction of Laurel Park, Phase II subdivision, off Tobacco Road, a water system and a gravity sanitary sewer system were laid.
Analysis:	The water and gravity sanitary sewer systems have passed all testing and are ready to be added to Augusta's system.
Financial Impact:	Future payments of water and sanitary sewer from homes constructed in this area.
Alternatives:	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in Laurel Park, Phase II.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in Laurel Park, Phase II.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
LAUREL PARK, PHASE II
Private Streets
Water Distribution System and Gravity Sanitary Sewer System

*In this agreement, wherever herein **DEVELOPER** or **AUGUSTA** is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.*

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between LAUREL PARK AUGUSTA, LLC, a Georgia limited liability company, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as LAUREL PARK, PHASE II, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, **AUGUSTA** has adopted a policy requiring the **DEVELOPER** maintain those installations and systems laid or installed in the subdivision, which **AUGUSTA** does accept by Deed, for a period of eighteen months;

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) **AUGUSTA** accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission

and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) The **DEVELOPER** agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions 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, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, 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 allow the **DEVELOPER** time to make the needed repairs in a reasonable time, as determined by **AUGUSTA**.

(6) In the event the **DEVELOPER** fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, 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 the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(8) In this Agreement, wherever herein **DEVELOPER** or **AUGUSTA** is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set its 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.

Signed, sealed and delivered in
the presence of

DEVELOPER:

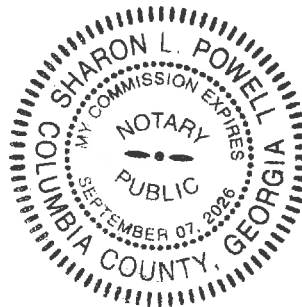
Kevin Rosen
Witness

~~LAUREL PARK~~ AUGUSTA, LLC

By: [Signature]
Keith Blaschke

[Signature]
Notary Public
State of GA, County of Columbia
My Commission Expires: 9-7-2024

As Its: Member



ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

D: PLAT B: 18 P: 10
Recorded: 01/25/2023 10:33 AM
Doc # 2023001648 Pages: 4 Fees: \$40.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 4878949678,

FOR CLERK OF COURT USE ONLY

PROJECT DATA
OWNERS/DEVELOPER
LAUREL PARK AUGUSTA, LLC
233 DAVIS ROAD, SUITE G
AUGUSTA, GEORGIA 30907
PHONE (706) 432-6640

TAX MAP PARCEL NUMBER
141-3-007-00-0 - LAUREL PARK AUGUSTA, LLC

ZONING CASE No.
Z-19-38

PROJECT DATA
TOTAL NUMBER OF LOTS.....78
CURRENT ZONING.....R-1E
TOTAL ACREAGE..... 11.21 Acres
ACREAGE IN 78 LOTS..... 6.03 Acres (262,842 Sq. Ft.)
MINIMUM LOT..... 2,500 Sq. Ft. (0.06 Ac.)
MAXIMUM LOT 7,006 Sq. Ft. (0.16 Ac.)
AVERAGE LOT SIZE 3,370 Sq. Ft. (0.08 Ac.)
ACREAGE IN STREET R/W..... 2.11 Acres (91,974 Sq. Ft.)
TOTAL ACREAGE IN OPEN SPACE 3.07 (133,498 SQ. FT.)
(PARCEL 1) 115,332 SQ. FT. (2.65 Acres)
(PARCEL 2) 3,290 SQ. FT. (0.08 Acres)
(PARCEL 3) 5,689 SQ. FT. (0.13 Acres)
(PARCEL 4) 4,318 SQ. FT. (0.10 Acres)
(PARCEL 5) 4,869 SQ. FT. (0.11 Acres)


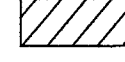
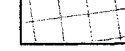
SETBACK REQUIREMENTS:
FRONT LINES.....30 FEET FROM P/L
SIDE LINES.....NO SIDE SETBACK
REAR LINES.....25 FEET FROM P/L
SIDE LINES FOR DETACHED BUILDINGS5 FEET FROM P/L

DESIGN ENGINEER
CIVIL DESIGN SOLUTIONS
371 MAIN STREET
WARRENTON, GEORGIA 30828
PHONE (478) 465-0900

PROPOSED LAND USE IS..... RESIDENTIAL TOWNHOMES
PROJECT COVERED UNDER NPDES GENERAL PERMIT GAR100001
LOT COVERAGE - NO MAXIMUM LOT COVERAGE (R1-E)

MAXIMUM BUILDING HEIGHT ALLOWED BY ZONING.....2 1/2 STORIES OR 45 FEET
MAXIMUM PROPOSED BUILDING HEIGHT FOR THIS PROJECT.....< 45 FEET

EASEMENT DATA

-  20' WIDE PERMANENT UTILITY EASEMENT RESERVED TO THE HOMEOWNERS ASSOCIATION.
-  EXISTING PERMANENT UTILITY EASEMENT
-  PERMANENT INGRESS-EGRESS AND UTILITY EASEMENT RESERVED TO AUGUSTA, RICHMOND COUNTY, GA

NO ACCESSORY STRUCTURE MAY BE LOCATED WITHIN 5 FEET OF ANY SIDE OR REAR PROPERTY LINE.

PLEASE NOTE THAT THE FINAL ADDRESS SHOULD MATCH WHERE THE FINISHED DRIVEWAY IS LOCATED.

WHEN PERMITS ARE REQUESTED PLEASE USE THE ADDRESS THAT MATCHES THE LOCATION OF THE FINISHED DRIVEWAY.

DEVELOPMENT OF THIS PROPERTY SHALL BE IN ACCORDANCE WITH THE CONDITIONS OF ZONING CASE Z-19-38.

NOTE:
ALL SIDEWALKS, CROSSWALKS, SIGNING AND STRIPING WERE TAKEN FROM DEVELOPMENT PLANS PREPARED BY CIVIL DESIGN SOLUTIONS, WITH AN APPROVAL DATE OF APRIL 21, 2022, WERE NOT FIELD LOCATED.

EQUIPMENT USED
ELECTRONIC THEODOLITE
ELECTRONIC DISTANCE METER
ANGULAR ERROR 5" PER ANGLE
TRAVERSE CLOSURE 1 IN 31,264
PLAT CLOSURE 1 IN 150,000+
BALANCED BY COMPASS RULE

RECORD PLAT OF LAUREL PARK PHASE II

SHOWING PROPERTY LOCATED IN THE 86th G.M.D.
AUGUSTA-RICHMOND COUNTY, GEORGIA
SCALE 1" = 30' SEPTEMBER 16, 2022

PREPARED BY:

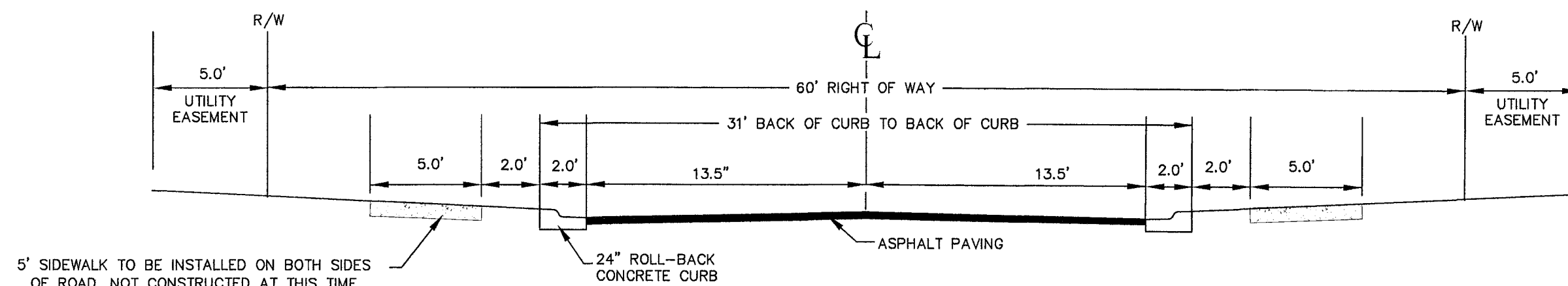


3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 1 OF 4

GENERAL NOTES

- THE 78 LOTS OF LAUREL PARK, PHASE II DO NOT LIE IN THE SPHA 100 YEAR FLOOD PLANE, AS SCALED FROM FEMA MAP 13245001150 EFFECTIVE DATE NOVEMBER 15, 2019.
- THERE ARE NO WATERS OF THE STATE LOCATED ON OR WITHIN 200 FEET OF LAUREL PARK, PHASE I AS PER THE APPROVED DEVELOPMENT PLANS OF LAUREL PARK, PHASE II, DATED APRIL 21, 2022.
- NO. MARQUEE, ISLAND OR SPRINKLER SYSTEMS MAY BE LOCATED WITHIN R/W.
- AUGUSTA-RICHMOND COUNTY WILL NOT REPAIR OR MAINTAIN WATER OR SEWER SERVICES LOCATED OUTSIDE EASEMENTS OR PUBLIC RIGHT OF WAYS.
- THE RIGHT OF WAY OF FIRESTONE DRIVE SHALL BE PRIVATE.
- NO. 4 RE-BARS ARE TO BE SET AT ALL BLOCK CORNERS, UNLESS OTHERWISE NOTED.
- THE BUILDER IS RESPONSIBLE FOR VERIFYING ALL SERVICE LATERAL INVERT ELEVATIONS BEFORE ESTABLISHING FINISH FLOOR ELEVATIONS FOR THE STRUCTURE. ALL FINISH FLOOR ELEVATIONS MUST BE A MINIMUM OF 5 FOOT ABOVE THE SERVICE LATERAL INVERT.
- ADDITIONAL RESTRICTIVE COVENANTS MAY BE RECORDED WITH THIS PLAT.
- PARCELS 1, 2, 3, 4 AND 5 ARE TO BE DESIGNATED AS OPEN SPACE AND ARE TO BE DEEDED TO AND MAINTAINED BY THE LAUREL PARK HOMEOWNERS ASSOCIATION.
- A 5' WIDE DRAINAGE AND UTILITY EASEMENT IS RESERVED TO LAUREL PARK HOME OWNERS ASSOCIATION ALONG THE FRONT OF ALL LOTS.
- ALL NEW LOT LINES SEPARATING CONNECTED UNITS ARE INTENDED TO BE PARALLEL AND CENTERED IN THE WALL SPACE BETWEEN THE UNITS AND WILL TAKE PRECEDENCE OVER THE CALLED MEASUREMENTS OR OTHER EVIDENCE TO THE CONTRARY.
- A 20 FOOT DRAINAGE & UTILITY EASEMENT IS RESERVED TO THE HOME OWNERS ASSOCIATION (HOA) ALONG ALL REAR PROPERTY LINES AND OVER ALL STORM DRAIN LINES, AS SHOWN.
- ADDITIONAL RESTRICTIVE COVENANTS MAY BE RECORDED WITH THIS PLAT.
- AN INGRESS-EGRESS AND UTILITY EASEMENT CENTERED ON THE CENTERLINE OF THE STREETS, IS RESERVED TO AUGUSTA-RICHMOND COUNTY. THOSE EASEMENTS SHALL BE THE WIDTH THAT IS EQUAL TO THE PRESCRIBED RIGHT OF WAY WIDTH OF THE INDIVIDUAL STREET. THIS WIDTH WILL VARY.
- WATER METERS AND SANITARY CLEAN-OUTS SHALL NOT BE LOCATED IN OR UNDERNEATH DRIVEWAYS.
- NO FENCES SHALL BE INSTALLED THAT MAY OBSTRUCT MAINTENANCE OF THE STORM SWALES ALONG PROPERTY LINES.
- A 5' UTILITY EASEMENT ALONG ALL RIGHT-OF-WAY LINES IS RESERVED TO AUGUSTA-RICHMOND COUNTY, UNLESS OTHERWISE NOTED.
- AUGUSTA, GEORGIA SHALL NOT BE RESPONSIBLE FOR PAVEMENT REPAIRS OR SITE RESTORATION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER OR SEWER LINE IN THIS PRIVATE DEVELOPMENT.



TYPICAL ROAD SECTION

NOT TO SCALE

NOTE: AS SHOWN ON DEVELOPMENT PLANS OF
LAUREL PARK, PHASE II
PREPARED BY CIVIL DESIGN SOLUTIONS WITH AN APPROVAL
DATE OF APRIL 21, 2022

STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
COMB. SCALE FACTOR= 0.999888
ALL COORDINATES ARE GROUND COORDINATES.
VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.



LOCATION MAP
SCALE 1" = 1000'

- LEGEND**
- IPS = 1/2" REINFORCING BAR SET
OTF = OPEN TOP PIPE FOUND
CTF = CRIMP TOP PIPE FOUND
RBF = REINFORCING BAR FOUND
CMF = CONCRETE MONUMENT FOUND
● = COMPUTED POINT
P.U.E. = PERMANENT UTILITY EASEMENT
BFE = BASE FLOOD ELEVATION
MIN. FF = MINIMUM FINISHED FLOOR ELEVATION
---(Hatched)--- = TAX MAP PARCEL NUMBER (AS OF PLAT DATE)
442 = STREET ADDRESS
⊙ = SANITARY MANHOLE
⊗ = SEWER SERVICE
⊕ = WER INLET
⊖ = STORM MANHOLE
△ = SINGLE WHO TRAP
⬢ = DOUBLE WHO TRAP
■ = HOOD BACK TRAP
FES = FLARED END SECTION
⊗ = FIRE HYDRANT
⊕ = WATER VALVE
⊖ = WATER SERVICE
--- 6" W --- = WATER LINES
--- --- = SANITARY SEWER LINES
--- --- = STORM SEWER LINES

APPROVED FINAL PLAT
(Not valid until signed)
Augusta Commission
Date Approved: January 3, 2023
Chairman - Mayor
Clerk: Commission

APPROVED FINAL PLAT
(Not valid until signed)
Augusta Richmond County
Planning Commission
Date Approved: December 5, 2022
Chairman
Secretary

AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67, I HEREBY CERTIFY THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING, IN WRITING, BY THE AUGUSTA PLANNING COMMISSION OR THEIR AUTHORIZED DESIGNEE - THE AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT.

AUGUSTA RICHMOND COUNTY PLANNING COMMISSION DATE

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL.

PRIVATE STREET NOTE:

THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS - AS APPLICABLE) ARE THE PRIVATE PROPERTY OF THE OWNER, WHO HAS FULL AND PERPETUAL RESPONSIBILITY FOR THEIR MAINTENANCE AND REPAIR. THE OWNER RELEASES AUGUSTA, GEORGIA, FROM ANY AND ALL CLAIMS, DAMAGES, OR DEMANDS ARISING ON ACCOUNT OF OR IN CONNECTION WITH THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS - AS APPLICABLE) AS SHOWN HEREON. AUGUSTA, GEORGIA, ASSUMES NO LIABILITY OR DUTY RELATED THERETO, AND IN NO MANNER APPROVES OR ASSUMES LIABILITY FOR THE DESIGN OF THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS - AS APPLICABLE) AS SHOWN HEREON.

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (a) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVAL OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Randell E. Cook 1-4-23
RANDELL E. COOK DATE
GEORGIA REGISTERED LAND SURVEYOR No. 2270









STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
LAUREL PARK, PHASE II

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS, LAUREL PARK AUGUSTA, LLC a limited liability company established under the laws of the State of Georgia, (hereinafter known as “**DEVELOPER**”) owns a tract of land in Richmond County, Georgia, off of Tobacco Road (formerly known as a portion of property identification number 141-0-004-04-0/2590 Tobacco Road). **DEVELOPER** has constructed a housing subdivision, Laurel Park, Phase II, on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of **DEVELOPER**, to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, (hereinafter known as “**AUGUSTA**”), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control; and

WHEREAS, the road right-of-ways and storm drainage system shall remain private and they shall be solely the responsibility of **DEVELOPER**; and

WHEREAS, DEVELOPER, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which **AUGUSTA** may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the **AUGUSTA** the necessary easement(s) in connection with such construction and/or extension; and

WHEREAS, a final plat of the above stated subdivision has been prepared by H&C Surveying, Inc., dated September 16, 2022, approved December 5, 2022 by the Augusta Richmond County Planning Commission and January 3, 2023 by the Augusta Commission, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 18 Page(s) 10-13. Reference is hereby made to the aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS, AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, DEVELOPER/OWNER has agreed that neither **AUGUSTA**, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture made this ____ day of _____ 2024, between **DEVELOPER** and **AUGUSTA**,

W I T N E S S E T H:

That **DEVELOPER**, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by **AUGUSTA**, 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 gravity sanitary sewerage system, by **AUGUSTA**, has and does by these presents, grant, bargain, sell and confirm unto **AUGUSTA**, its successors and assigns, the following, to-wit:

Exclusive 20-foot easement(s), in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, which is not within the rights-of-way of said subdivision, if any, as shown on the aforementioned plats, and/or as shown upon any as-built drawings supplied to **AUGUSTA** by **DEVELOPER**; and

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivision, as shown on the aforementioned plats

and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER, including, but not limited to Firestone Drive.

DEVELOPER further agrees that all easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER covenants that it, its heirs, legal representatives, successors and assigns, shall maintain the roads and streets as private streets, and shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension.

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary 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 AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

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

DEVELOPER:

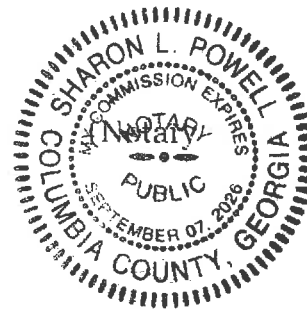
LAUREL PARK AUGUSTA, LLC

Kevin Rosini
Witness

By: [Signature]
Keith Blaschke

As Its: Member

Sharon L. Powell
Notary Public
State of GA, County of Columbia
My Commission Expires: 9-7-2026



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary



Meeting Name

Meeting Date: March 26, 2024

Dedication of Water and Sanitary Sewer for Gun Club Investors Commercial Subdivision

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Dedication of Water and Sanitary Sewer from Gun Club Investors commercial subdivision and Dedication of Sanitary Sewer from Rush Trucking.
Background:	During the construction of Gun Club Investors commercial subdivision, off Gun Club Road, a water system and a gravity sanitary sewer system were laid.
Analysis:	The water and gravity sanitary sewer systems have passed all testing and are ready to be added to Augusta's system. Rush Trucking owns the sanitary sewer onto which the Gun Club Investors sanitary sewer is connecting. They have signed a Deed of Dedication granting this sewer to Augusta, so that the entire pipeline can be accepted into Augusta's system. That dedication document is included herein.
Financial Impact:	Future payments of water and sanitary sewer from homes constructed in this area.
Alternatives:	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer systems for Gun Club Investors commercial subdivision and the Deed of Dedication for Rush Trucking.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in Gun Club Investors commercial subdivision and the Deed of Dedication for Rush Trucking.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

D: PLAT B: 19 P: 92
Recorded: 03/01/2024 10:35 AM
Doc # 2024004463 Pages: 4 Fees: \$40.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 4158728943,

Item 2.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S75°57'39"E	173.93'
L2	S65°28'18"E	370.13'
L3	N25°49'00"E	189.92'
L4	S64°11'00"E	20.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	460.00'	84.21'	10°29'21"	N70°42'58"W	84.09'
C2	100.00'	154.83'	88°42'42"	N70°10'21"E	139.82'

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

National Flood Hazard Layer FIRMette



Legend
SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
- With BFE or Depth Zone A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depths less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone Y
- Area with Reduced Flood Risk due to Levees, See Notes, Zone X
- Area with Flood Risk due to Levees Zone G

OTHER AREAS

- Area of Minimal Flood Hazard Zone X
- Effective LOMR
- Area of Undetermined Flood Hazard Zone B

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

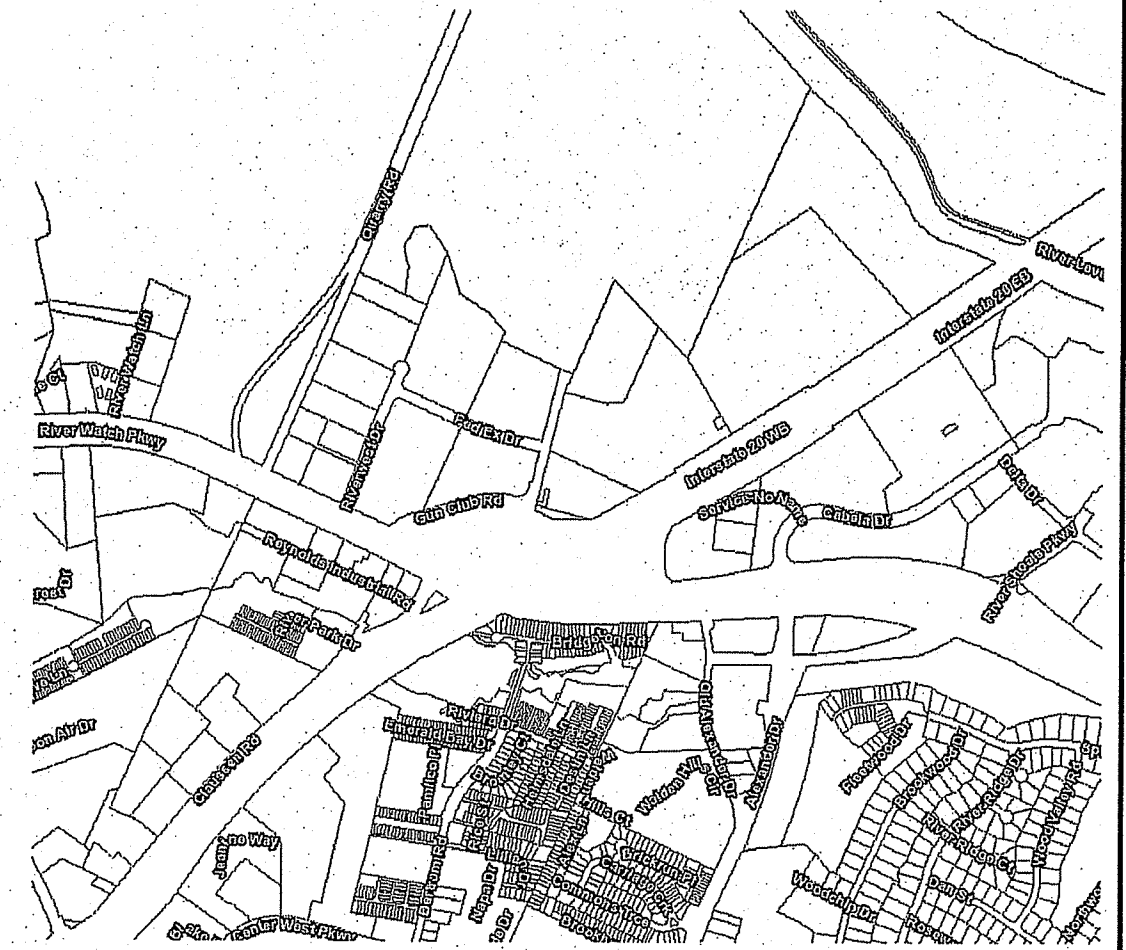
OTHER FEATURES

- Cross Sections with 5% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



LOCATION MAP:
N.T.S.

PROJECT DATA	
DEVELOPER: SOUTHEASTERN COMPANY C/O MATT MILLS 2743 PERIMETER PARKWAY AUGUSTA, GA 30909 (706) 373-9007	
24-HR. CONTACT: MATT MILLS (706) 373-9007	
ZONED	LI
PROJECT AREA	19.27 AC
TAX MAP:	008-0-003-04-0
SITE ADDRESS:	2913 GUN CLUB RD

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser as to intended use of any parcel. As the Registered Land Surveyor, I further certify that this map, plat, or plan complies with the minimum standards and specifications of the State Board of Registration for Professional Engineers and Land Surveyors and the Georgia Superior Court Clerks Cooperative Authority.

G.F. "BO" SLAUGHTER GEORGIA REGISTERED
LAND SURVEYOR 2614

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURE(S) ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

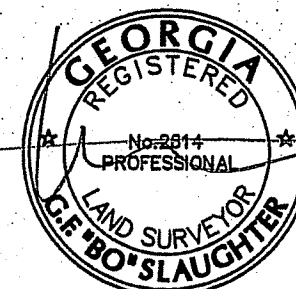
G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2614
PARTICIPANT I.D. 4158728943

2/29/24

DATE

NOTES:

- A 5' EASEMENT IS RESERVED ON ALL FRONT & SIDE LOT LINES AND A 10' EASEMENT IS RESERVED ON ALL REAR LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
- THERE ARE GENERAL EASEMENTS SHOWN OVER DRAINAGE SWALES TRAVERSING LOTS FOR THE ACCOMMODATION OF STORM WATER FLOW TO DRAINAGE STRUCTURES. THESE SWALES & EASEMENTS THERE TO & MAINTENANCE THERE OF SHALL REMAIN WITH THE PROPERTY OWNERS. PROPERTY OWNERS SHALL NOT OBSTRUCT ANY DRAINAGE SWALES. RICHMOND COUNTY WILL NOT MAINTAIN ANY SWALES OR DITCHES LOCATED ON LOTS.
- NO. 5 REBAR IRON PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
- THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M. AND A 200' STEEL TAPE ON 4/10/20.
- THIS SURVEY HAS A FIELD CLOSURE THAT EXCEEDS 1 PART IN 18,721.
- PLAT CLOSURE: 1 PART IN 184,334
- MINIMUM LENGTH OF #5RB'S AT PROPERTY CORNERS WILL BE 18".
- THE 100 YEAR FLOOD PLAIN DOES NOT LIE WITHIN ANY LOTS IN THIS PROJECT IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP PANEL NUMBER 13245C0020G BY F.E.M.A. DATED 11/15/19.
- A 20' EASEMENT CENTERED OVER ALL SANITARY LINES ARE TO BE RESERVED IN FAVOR OF RICHMOND COUNTY UNLESS OTHERWISE SHOWN.
- ALL ROAD RIGHT OF WAYS AND STORM WATER MANAGEMENT AND UTILITIES AREA ARE TO BE PRIVATE.
- CITY BEARS NO RESPONSIBILITY FOR REPAIRS OR MAINTENANCE TO TRADE CENTER CT.



SHEET 1

APPROVED SUBDIVISION
3/1/2024
Date
BY AUTHORITY OF AUGUSTA PLANNING
& DEVELOPMENT DEPARTMENT

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
E10	S65°28'18"E	36.34
E11	S28°04'14"W	52.01
E12	S61°55'46"E	20.00
E13	N28°04'14"E	53.24
E14	N65°28'18"W	20.04
E15	N28°04'14"E	193.56
E16	S75°57'39"E	20.62
E17	S28°04'14"W	197.32

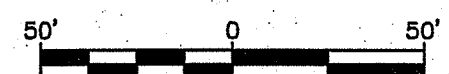
GUN CLUB INVESTORS, LLC

PROPERTY LOCATED OFF GUN CLUB RD

AUGUSTA, GEORGIA

SEPTEMBER 15, 2023

SCALE: 1" = 50'



PREPARED BY:

JAMES G. SWIFT & ASSOCIATES

CONSULTING ENGINEERS

1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909

17-376-PLAT

Phone: (706) 868-8803

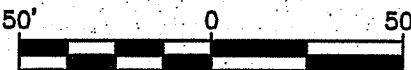
EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
E10	S65°28'18"E	36.34
E11	S28°04'14"W	52.01
E12	S61°55'46"E	20.00
E13	N28°04'14"E	53.24
E14	N65°28'18"W	20.04
E15	N28°04'14"E	193.56
E16	S75°57'39"E	20.62
E17	S28°04'14"W	197.32
E18	N14°02'21"E	112.75
E19	N24°15'24"E	130.34
E20	S28°04'14"W	0.67
E21	S24°15'24"W	240.64

GUN CLUB INVESTORS, LLC

PROPERTY LOCATED OFF GUN CLUB RD

AUGUSTA, GEORGIA
SEPTEMBER 15, 2023

SCALE: 1" = 50'



PREPARED BY:

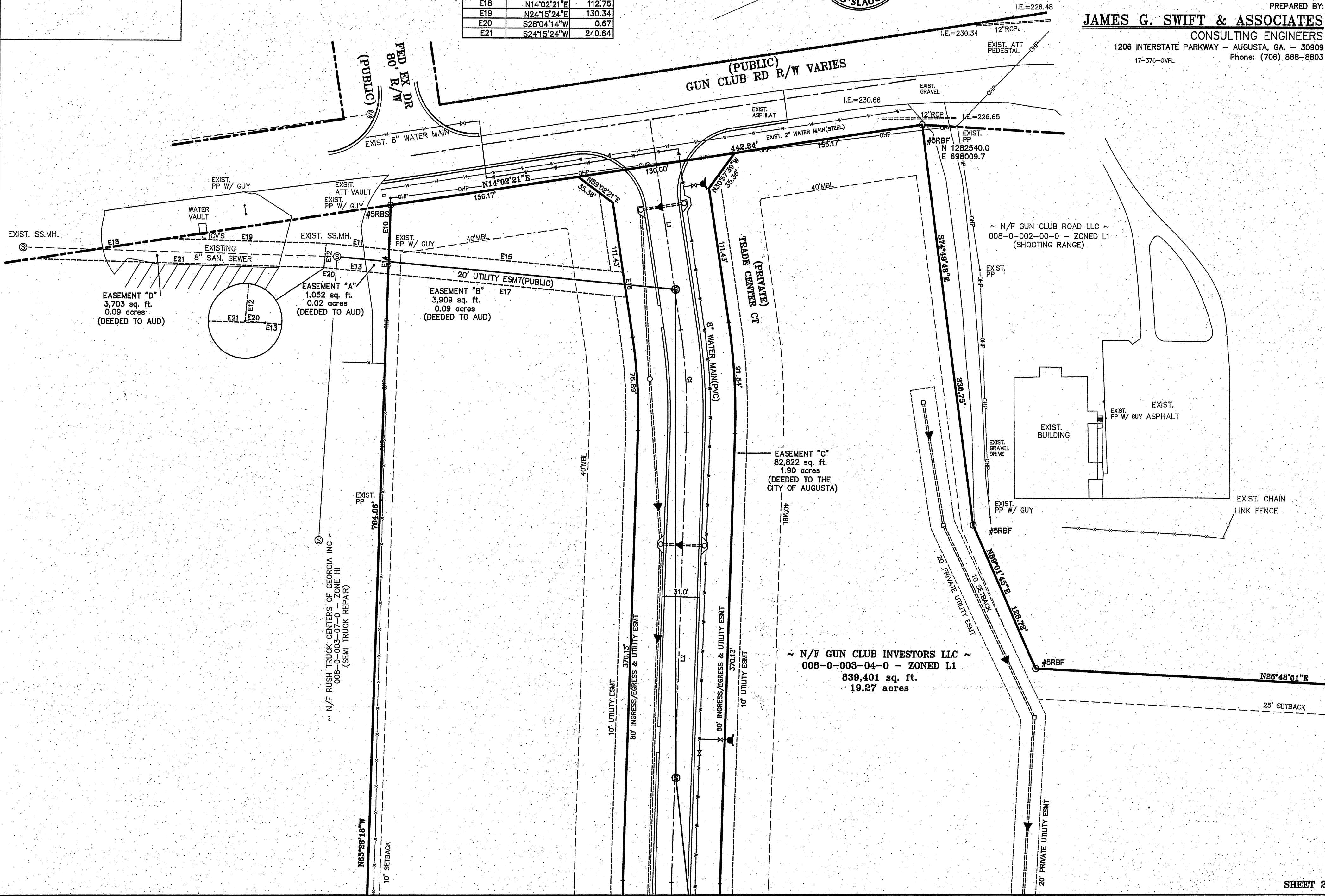
JAMES G. SWIFT & ASSOCIATES

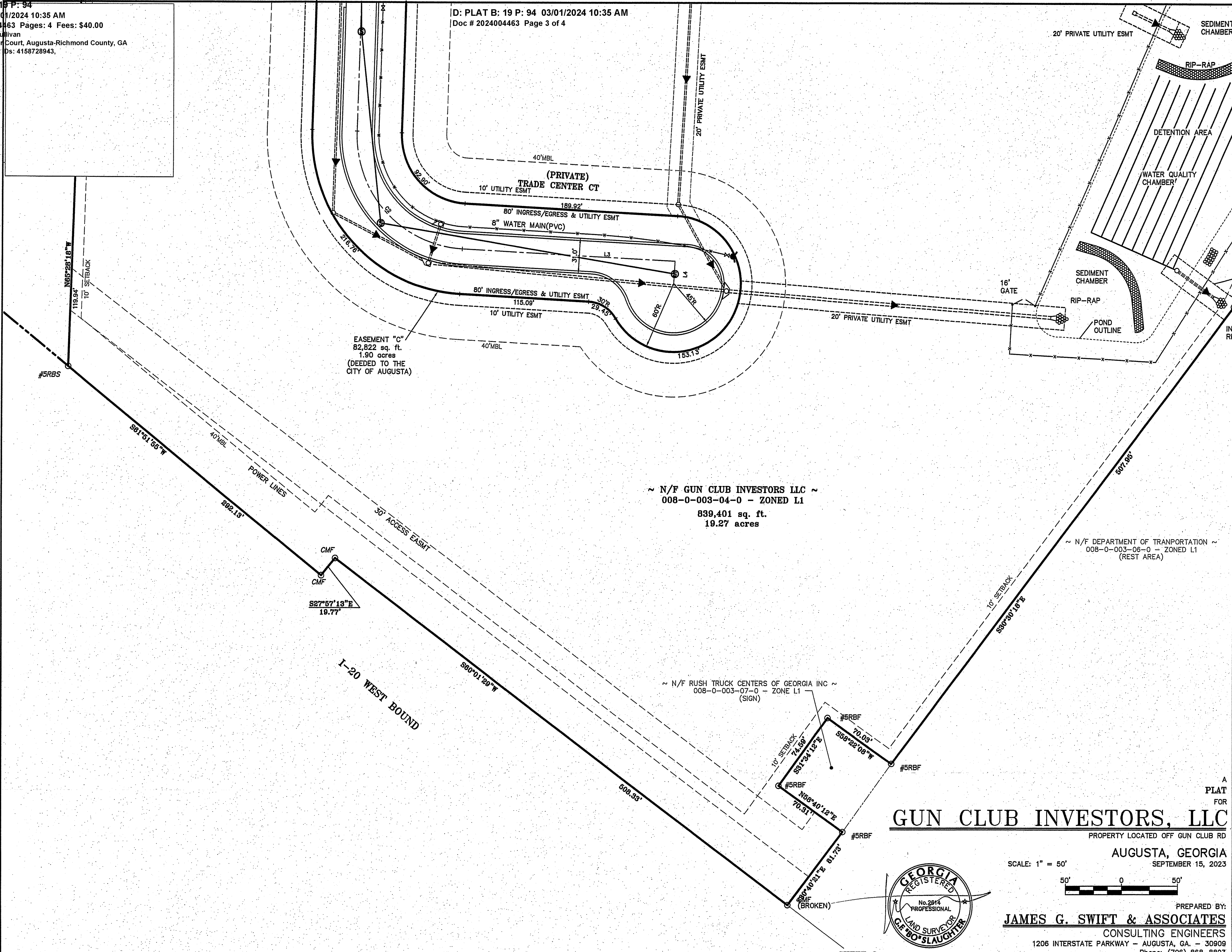
CONSULTING ENGINEERS

1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909

17-376-OVPL

Phone: (706) 868-8803



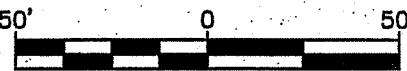


GUN CLUB INVESTORS, LLC

PROPERTY LOCATED OFF GUN CLUB RD

AUGUSTA, GEORGIA
SEPTEMBER 15, 2023

SCALE: 1" = 50'



PREPARED BY:

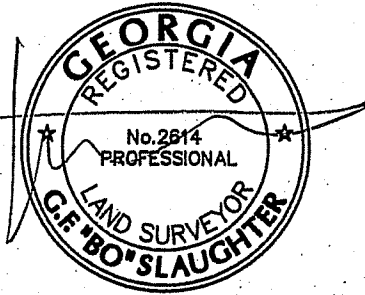
JAMES G. SWIFT & ASSOCIATES

CONSULTING ENGINEERS

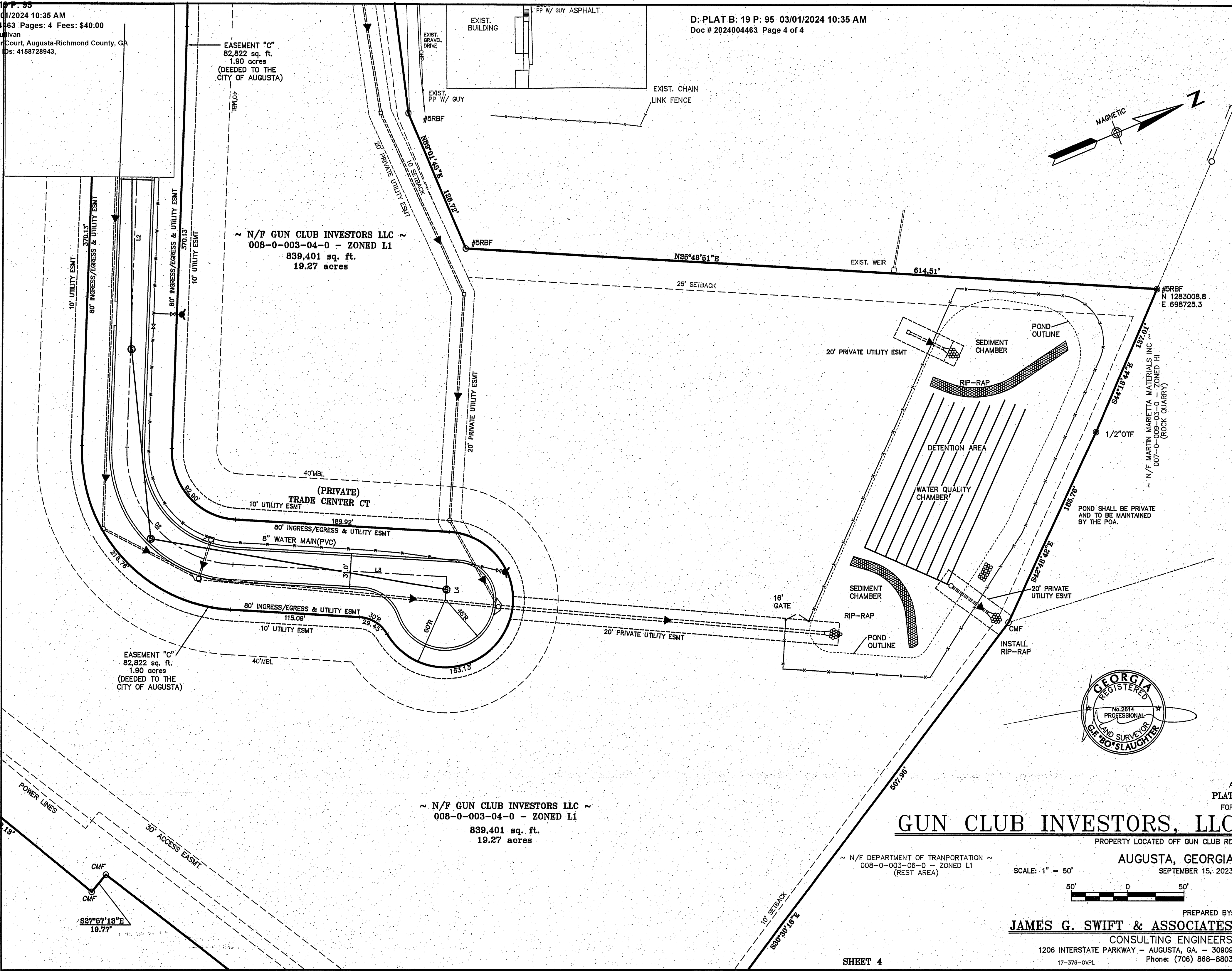
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909

17-376-OVPL

Phone: (706) 868-8803



SHEET 3



STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

EASEMENT DEED OF DEDICATION
 (Sanitary Sewer 2925 Gun Club Road)

THIS INDENTURE, made and entered into to be effective as of the ____ day of _____, 2024, by and between **RUSH TRUCK CENTERS OF GEORGIA, INC.**, a Delaware corporation, 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 the Augusta Commission, hereinafter referred to 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, a sanitary sewer easement over the following described property, to-wit:

SUCH PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS all that certain Easement D (0.09 acre), according to the plat prepared by James G. Swift & Associates, Inc., dated September 15, 2023, shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, of Richmond County, Georgia in Plat Book 9, Page 92-95 to which reference is made for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property (the "Easement Area").

Together with the necessary right of ingress and egress to the Easement Area for the purposes as stated herein for the use of the Party of the SECOND PART, its successors and assigns to use, upgrade, if needed, and maintain the existing sewer line within the Easement Area.

TO HAVE AND TO HOLD SAID Easement Area and all the members and appurtenances therein belonging as aforesaid, and every part thereof, subject to the provisions set forth herein, unto the said party of the SECOND PART, its successors and assigns, forever.

Party of the FIRST PART hereby reserves the right to use said Party of the FIRST PART's adjoining property and the surface of the Easement Area, in any manner that will not prevent or interfere with the exercise by Party of the SECOND PART of its rights hereunder, provided, however, that Party of the FIRST PART shall not construct, nor permit to be constructed, any buildings, improvements, or obstructions within the Easement Area, without the express prior consent of the Party of the SECOND PART. Both Parties further agree not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without prior written approval of the other party.

Party of the Second Part is aware that the exiting sanitary sewer located in the Easement Area traverses under existing driveways, being entrances and exits to and from Party of the FIRST PART's adjoining property to and from Gun Club Road. Party of the SECOND PART in constructing and/or improving any improvements to the existing sewer line located within the Easement Area shall take into account the weight of the vehicular traffic, which may cross the Easement Area above such sanitary sewer line and Party of the FIRST PART shall have no liability to Party of the SECOND PART as the result of any damage sustained by the sanitary sewer line as a result of such traffic and weight.

Party of the FIRST PART reserves and retains the rights by, to and for the benefit of Party of the FIRST PART, to use the Easement Area and adjoining properties of Party of the FIRST PART for the location, construction, reconstruction, relocation and operation of such other utility lines and facilities (the "**Party of the FIRST PART Facilities**") necessary or desired in connection with Party of the FIRST PART's use and/or development of the Party of the FIRST PART's adjoining properties, so long as Party of the FIRST PART's use of such ground space does not unreasonably interfere with the rights herein granted to Party of the SECOND PART AND the Party of the FIRST PART has submitted a plan showing such endeavors to the Party of the SECOND PART and has received written approval of said plan by the Party of the SECOND PART, which will not be unreasonably withheld.

The grant of easement rights hereunder is made subject to any of the following as they relate to the Easement Area: (i) any prior mineral conveyances (ii) easements, restrictions, claims, rights of way, encroachments or other encumbrances or other matters of public record (iii) any applicable governmental requirements, and (iv) any other matters affecting this Easement which are of public record or would be disclosed by a physical inspection of the Easement Area and/or an accurate survey of the Easement Area.

The easement for the Easement Area as provided for herein, is made on an "AS IS" basis, and Party of the SECOND PART expressly acknowledges that, in consideration of the agreements of Party of the FIRST PART herein, Party of the FIRST PART MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE OR CONDITION OF EASEMENT AREA, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. Party of the SECOND PART, as a condition of the easement rights granted herein agrees to take no action, which would restrict or impair Party of the FIRST PART, and its agents, employees and invitees' access to Gun Club Road.

The easement rights conveyed hereunder do not include any right or interest whatsoever in any minerals in, under or that may be produced from the Easement Area.

Party of the SECOND PART, at its sole cost and expense, shall perform or cause to be performed all work necessary in connection with maintaining the existing sewer line in the Easement Area (the "**Work**") in a good and workmanlike manner in conformance with sound and acceptable engineering practices as expeditiously as possible. In performing the Work or causing the Work to be performed, Party of the SECOND PART shall make adequate provisions for the safety and convenience of Party of the FIRST PART, its agents, representatives, employees, licensees, and invitees, and shall cause all of the Work to be cleaned up promptly in order to minimize disruption or inconvenience, and coordinate the Work with Party of the FIRST PART. Party of the SECOND PART shall at all times construct, keep, maintain, use, operate, replace, or remove the Facilities in a safe manner and in full compliance with all governmental requirements, including but not limited to replacing any concrete driveways damaged and/or destroyed by the activities of Party of the SECOND PART, its agents, representatives, employees and contractors. **Party of the FIRST PART shall have no obligation, monetary or non-monetary, to maintain the Easement Area beyond its currently existing condition.**

Party of the SECOND PART is aware that access to Gun Club Road by Part of the FIRST PART is essential to its business operations. Accordingly, Party of the shall take reasonable steps to prosecute the completion of its activities within the Easement Area diligently and continuously and in a manner designed to expedite the completion of its activities and, at all times, during period of construction and/or repair and, given that there are two entrances/exits from Party of the FIRST PART's adjoining property over the Easement Area, to and from Gun Club Road, Party of the SECOND PART shall conduct its activities within the Easement Area in a manner as will provide the Party of the FIRST PART Parties with continuous access over and across the Easement Area, for vehicular and pedestrian traffic, to and from Gun Club Road and Party of the FIRST PART's adjoining property.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES OF PARTIES ON NEXT PAGE]**

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 the presence of:

Ben Crawford, Unofficial Witness

Marcella S. Alcorn, Notary Public

**RUSH TRUCK CENTERS OF
GEORGIA, INC., a Delaware
corporation**

By: Scott Anderson
As its: Vice President

My Commission Expires:

(NOTARIAL



STATE OF GEORGIA

COUNTY OF RICHMOND

ACCEPTANCE BY AUGUSTA, GEORGIA

Augusta, Georgia, hereby accepts the herewith and foregoing conveyance by Rush Truck Centers of Georgia, Inc. through said Deed of Dedication for the easement herein described, and easement reservations, upon the terms and conditions set forth therein.

This ____ day of _____, 2024-.

AUGUSTA, GEORGIA

By: Garnett L. Johnson

As its: Mayor

Attest: _____
As its: Clerk

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
GUN CLUB INVESTORS, LLC

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS, GUN CLUB INVESTORS, LLC, a limited liability company established under the laws of the State of Georgia, (hereinafter known as "DEVELOPER") owns a tract of land in Richmond County, Georgia, off of Gun Club Road (008-0-003-04-0/2913 Gun Club). DEVELOPER has constructed a commercial subdivision on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of DEVELOPER, to deed the water distribution system and the gravity sanitary sewer system, to AUGUSTA, GEORGIA, (hereinafter known as "AUGUSTA"), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control; and

WHEREAS, the road right-of-ways and storm drainage system shall remain private and they shall be solely the responsibility of DEVELOPER; and

WHEREAS, DEVELOPER, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and

shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension; and

WHEREAS, a final plat of the above stated subdivision has been prepared by James G. Swift & Associates, dated September 15, 2023, approved March 1, 2024, by the Augusta Planning and Development Department, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 19 Pages 92-95. Reference is hereby made to the aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS, AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, DEVELOPER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

NOW, THEREFORE, this indenture made this ____ day of _____ 2024, between DEVELOPER and AUGUSTA,

WITNESSETH:

That DEVELOPER, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, 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 gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Exclusive 80-foot easement, in perpetuity, covering the water distribution and sanitary sewer systems, and shown as "Easement "C" 82,822 sq. ft. (Deeded to the City of Augusta), on the aforementioned plat. This easement area is also presently known as Trade Center Court.

Also granted herein is any right, benefit, interest, or title that Developer has in and to a certain Non-Exclusive Sewer Easement granted by Rush Truck Centers of Georgia, Inc. to Gun Club Investors, LLC, dated May 15, 2018, and recorded in aforesaid clerk's office in Realty Book 1631, Pages 383-397.

DEVELOPER further agrees that all easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary 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 AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

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

DEVELOPER:

Bryant Hill
Witness

GUN CLUB INVESTORS, LLC

By: Matthew D. Mills

Matthew D. Mills

As Its: Manager

DJH
Notary Public

State of Georgia, County of Richmond

My Commission Expires: 12/20/2025



(Signatures continued on the next page.)

ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

GUN CLUB INVESTORS, LLC

Private Streets

Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between GUN CLUB INVESTORS, LLC, a Georgia limited liability company, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, the DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the commercial subdivision known as GUN CLUB INVESTORS, LLC, off Gun Club Road, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS AUGUSTA has adopted a policy requiring the DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

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) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the commercial subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) The DEVELOPER agrees to maintain all the installations laid or installed in said commercial subdivision as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) The DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions 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, AUGUSTA shall notify the DEVELOPER and set forth in writing the items in need of repair. The DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, 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 allow the DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event the DEVELOPER fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, 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 the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(8) In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include the heirs as well, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

IN WITNESS WHEREOF, the DEVELOPER has hereunto set its 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.

Signed, sealed, and delivered in
the presence of

DEVELOPER:

Bridget Hee
Witness

GUN CLUB INVESTORS, LLC

By: Matthew D. Mills

Matthew D. Mills

As Its: Manager

Dilly
Notary Public

State of Georgia, County of Richmond

My Commission Expires: 12/20/2025



(Signatures continued on the next page.)

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)



Commission Meeting

March 19, 2024

AO EESD WM Contract Extension 2

Department:	Office of the Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. (Referred from February 27 Engineering Services Committee) (No recommendation from Engineering Services Committee March 12, 2024)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION
SECOND EXTENSION AGREEMENT BETWEEN
AUGUSTA, GEORGIA AND
GEORGIA WASTE SYSTEMS, LLC**

This **Second Extension Agreement** is entered into as of _____, 2024 between Augusta Georgia, a political subdivision of the state of Georgia (hereinafter “Augusta”) and Georgia Waste Systems, LLC, successor in interest to Advanced Disposal Services Augusta, LLC (“Contractor”) (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the Parties entered into that certain Agreement for Solid Waste and Recyclables Collection dated August 7, 2012, as previously amended in the First Amendment dated October 20, 2020 (collectively “the Agreement”);

WHEREAS, the Parties entered into an agreement on October 3rd, 2023, to extend the Agreement for a period of up to six (6) months to terminate on June 30, 2024 (“Termination Date”);

WHEREAS, the Parties now desire to extend the Agreement for another period of eighteen (18) months beyond the Termination Date, as well as amend certain other terms of the Agreement as set forth below, in order to ensure continuity of services to Augusta citizens.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the Parties.

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby agree to amend the Agreement as follows:

1. The Term of the Agreement is hereby extended for an additional eighteen (18) months beginning July 1, 2024 and terminating December 31, 2025 (hereinafter the “Second Transition Period”).

2. Extension Compensation. Augusta agrees to pay Contractor an *additional* \$2.56 per home, per month, increase during the Second Transition Period. For clarity, the new rate during the Second Transition Period shall be \$21.86 per home per month.
3. Damages/Fines. Augusta agrees to eliminate all Damages or Fines against Contractor during the Second Transition Period.
4. Except as set forth herein, all terms and conditions contained in the Agreement shall remain in full force and effect and be binding upon the Parties thereto.
5. This Second Extension Agreement is hereby incorporated into the Agreement and made a part thereof. Together, the Agreement, any Amendments, and any Extension Agreements contain the entire agreement between the Parties as to the matters contained therein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2024.

AUGUSTA, GEORGIA

By: _____

Attest

Its: _____

GEORGIA WASTE SYSTEMS, LLC

By: _____

Attest

Print Name: _____

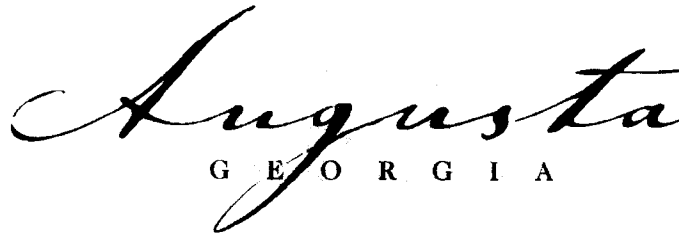


Engineering Services Committee

March 26, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on March 12, 2024.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, March 12, 2024
1:05 PM

ENGINEERING SERVICES

PRESENT

Mayor Garnett Johnson
Commissioner Alvin Mason
Commissioner Catherine Smith-McKnight
Commissioner Tony Lewis

ABSENT

Commissioner Brandon Garrett

1. Approve adding Brown Street to the Residential Parking Permit Program per the Augusta, Georgia Code section 3-5-95.11.
Motion to approve.
Motion made by Smith-McKnight, Seconded by Lewis.
Voting Yea: Mason, Smith-McKnight, Lewis
Motion carries 3-0.
2. Approve and receive as information attached Exhibit A listed Emergency procured Services for purchase of a Rhythm In-Sync Traffic Signal System for the temporary traffic signal at Washington Rd. and River Ridge Drive.
Motion to approve.
Motion made by Smith-McKnight, Seconded by Lewis.
Voting Yea: Mason, Smith-McKnight, Lewis
Motion carries 3-0.
3. Approve payment to Thompson Construction Group for services rendered at the Goodrich Street Raw Water Pumping Station as a sole source procurement.
Motion to approve.
Motion made by Smith-McKnight, Seconded by Lewis.
Voting Yea: Mason, Smith-McKnight, Lewis
Motion carries 3-0.
4. Approve Sole Source Procurement of Repair Parts for Hypochlorite Generator.
Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

5. Approve Lead and Copper Rule Revision Water Service Line Inventory Development Contract for AUD to HDR Engineering, Inc. (RFP #24-150)

Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

6. Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$6,751,823.05 for Wrightsboro Road reconstruction & pedestrian Improvements Project (Marks Church Rd to Highland Ave.), subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-238

Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

7. Motion to approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. (Referred from February 27 Engineering Services Committee)

Motion to approve forwarding this item to the full Commission with no recommendation.

Motion made by Lewis, Seconded by Smith-McKnight.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

8. Approve proposal from Cranston Engineering Group, P.C. to provide additional engineering services to the sewer design for the Augusta Corporate Park Utility Extension. (CO2_22AUA011)

Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

9. Approve contract with Cranston Engineering to perform survey duties related to various USGS River Gaging Stations for \$66,620.00.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

10. Motion to approve the minutes of the Engineering Services Committee held on February 2024.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

ADDENDUM ITEM

1. Presentation and discussion by Coastal Waste and Recycling of Georgia LLC for RFP #23-112, Solid Waste and Recyclable Collections Services Zone One. (Requested by Commissioner Alvin Mason)

It was the consensus of the committee that this item be added to the agenda without objection.

Motion to not proceed with the addendum item.

Motion made by Lewis, Seconded by McKnight.

Voting Yea: Mason, Smith-McKnight, Lewis.

Motion carries 3-0.

