

AGENDA ITEM NUMBER: _____
EDITION: _____

DATE: DECEMBER 30, 2024

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
ALVIN MASON, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAMEKA ALLEN, ADMINISTRATOR

FROM: HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING

SUBJECT: DEDICATION OF: SOUTHAMPTON SECTION 10
FILE REFERENCE: 24-005(A)

CAPTION: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

BACKGROUND: The final plat for this portion of Southampton Section 10 was approved by the Commission on November 26, 2024. The road design and plat for this section has 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 this road 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 deeds and maintenance agreements, 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 deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Southampton Section 10.
 2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Committee Meeting January 13, 2025

**DEPARTMENT
DIRECTOR:** _____

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

**DEPARTMENT
DIRECTOR:** _____

N/A

ADMINISTRATOR: _____

FINANCE: _____

HM/

Attachments

cc: Walt Corbin PE – Engineering Manager
Agenda File
Main File

ENGINEERING DEPARTMENT


Hameed Malik, PhD., PE, Director

Plan & Review Section Manager

Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

From: Brett Parsons, Principal Engineer Land Development 

Date: December 30, 2024

Subject: Certificate of Completion
Dedication of Southampton Section 10
File reference: 24-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on November 26, 2024. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

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

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Carla Delaney, Director of Planning and Development
Kevin Boyd, Development Services Manager
File

Engineering Division

452 Walker St., Suite 110 – Augusta, GA 30901

Phone: (706) 821-1706- Fax 706 (821-1708)

www.augustaga.gov

Technical drawing of a stop sign assembly. The left side shows a side view of a stop sign on a post. The sign is octagonal with the word "STOP" in the center. Dimensions include: a 3/16" ALUMINUM PLATE (TOP) on the sign, a 1/2" gap between the sign and the post, a 1/2" gap between the post and the base, a 7'-6" height from the base to the sign, and a 9'-6" height from the base to the top of the sign. The right side shows a front view of the sign, which is 18" x 18" and features a 1/2" gap between the sign and the post, and a 1/2" gap between the post and the base. The sign is labeled "STOP" and "18" x 18" HIGH INTENSITY SHEETING".

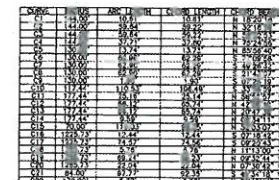
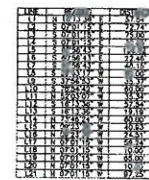
TYPICAL STREET SIGN

FINAL PLAT
SUBDIVISION
of
SECTION 10
SOUTHAMPTON

PROPERTY LOCATED IN THE 1434TH G.M.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA
DATE : JULY 15, 2024 SCALE : 1" = 80'
REV : AUGUST 14, 2024 Augusta comments
REV : OCTOBER 16, 2024 Augusta comments

PREPARED FOR :
OWNER / DEVELOPER / CONTRACTOR
COEL DEVELOPMENT COMPANY, INC.
7009 TORNE CENTER BLVD. EVANS, GEORGIA 30809 (706) 863-4588 ATT: MLL BLAZLEY

PREPARED BY :
SOUTHERN PARTNERS, INC.
- ENGINEERS - SURVEYORS - PLANNERS -
1233 AUGUSTA WEST PARKWAY AUGUSTA, CA. 90809 (706) 855-0000



As required by subsection (d) of O.C.G.A. Section 15-66-67, this plot has been prepared by a land surveyor and approved by all appropriate local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements herein. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plot as it is used out of any plot.

Furthermore, the undersigned land surveyor certifies that this plot complies with the minimum technical standards for proper 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.

W. H. H. 10/14/24

NOTE: Individual measurements of lots and blocks within the subdivision shall be accurate within a minimum of one (1) part in three thousand (3,000).



LOCATION MAP

NOTES

- 4) ALL DEWALS WILL BE SET AT ALL PROPERTY CORNERS.
- 5) UNLESS OTHERWISE SPECIFIED, ALL DEWALS SHALL BE SET TO THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES.
- 6) UTILITY EASEMENTS ARE TO BE CENTERED ON THE PROPERTIES AS SHOWN.
- 7) ALL THE FOLLOWING SERVICES APPLY TO THIS DEVELOPMENT: (SOUTHWESTERN)
 - A) 18" DRAINAGE OF depth not > 50" near surface
 - B) 18" GAS
 - C) 18" WATER
 - D) 18" ELECTRICAL
 - E) 18" TELEPHONE
 - F) 18" CABLE
 - G) 18" TELEVISION
 - H) 18" CABLE TELEVISION
 - I) 18" CABLE TELEVISION
 - J) 18" CABLE TELEVISION
 - K) 18" CABLE TELEVISION
 - L) 18" CABLE TELEVISION
 - M) 18" CABLE TELEVISION
 - N) 18" CABLE TELEVISION
 - O) 18" CABLE TELEVISION
 - P) 18" CABLE TELEVISION
 - Q) 18" CABLE TELEVISION
 - R) 18" CABLE TELEVISION
 - S) 18" CABLE TELEVISION
 - T) 18" CABLE TELEVISION
 - U) 18" CABLE TELEVISION
 - V) 18" CABLE TELEVISION
 - W) 18" CABLE TELEVISION
 - X) 18" CABLE TELEVISION
 - Y) 18" CABLE TELEVISION
 - Z) 18" CABLE TELEVISION
- 8) THERE SHALL BE DRAINAGE AND UTILITY EASEMENTS OVER ALL EASEMENT AREAS, UNLESS OTHERWISE SHOWN.
- 9) EASEMENT BOUNDARIES SHALL BE SET TO THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES.
- 10) THERE IS NO COMMON AREA IN SECTION 10.
- 11) SPECIAL DEEDS RECEIVERS USED AND ALL POLICIES COLLECTED WITH THIS SUBDIVISION DEEDS HAVE AN AMOUNT OF \$0.00 OR LESS.
- 12) THE MEAN OF ALL LINES SHALL BE SET TO THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES.
- 13) ACCORDING TO FENIA FIRM, PANEL NUMBER 1324030034, MAP EFFECTIVE DATE NOVEMBER 14, 2010, THERE IS NO PROPERTY NOT LOCATED IN A 100 FEET FLOODPLAIN.

FIELD CLOSURE
Angular Closure: 03"
Adjustment: Compass
Pict Closure: 1"/204,220'
Equipment: SOKKIA GRS3

FIELD WORK JULY 1, 2024

FLAT REFERENCE
STATE PLANE COORDINATE SYSTEM
OF GEORGIA, EAST ZONE.
NAD 83(HORIZONTAL)
NAD83(VERTICAL)
COMBINED SP 0989850680

APPROVED FINAL PLAT
(Not valid until signed)
Augusta Commission
Date Approved: 11/26/2024
Signed: [Signature]
[Signature]

APPROVED FINAL PLAN

(Not valid until signed)
Augusta-Richmond County
Planning Commission

Date Approved: November 14th 2001

By: James Pittman

For: Byd for Carter Delane

Return To:
Augusta Engineering
Survey Section
452 Walker Street, Suite
Augusta, Georgia 30901

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
Southampton Section 10
Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20____, by and between **COEL DEVELOPMENT CO., INC.**, a Georgia limited liability company, 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, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to roads and storm sewerage system as the same are now located within Stockport Drive 60' R/W, Ashton Drive 60' R/W as shown and delineated on a plat of Southampton Section 10, as prepared by Southern Partners, Inc., dated July 15, 2024, and last revised October 16, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 20, Page(s) 62; reference being hereby

reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "Stockport Drive 60' R/W and Ashton Drive 60' R/W"; on that plat of Southampton Section 10, as prepared by Southern Partners, Inc., dated July 15, 2024, and last revised October 16, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 20, Page(s) 62, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.


TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.


TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and 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.

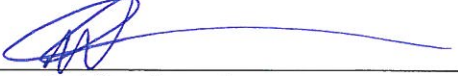
IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in our presence:

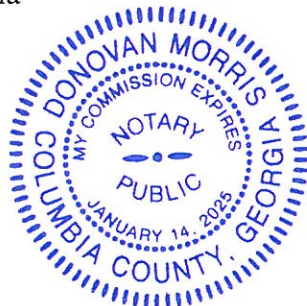
COEL DEVELOPMENT CO., INC.


Witness

By:  (Seal)


Notary Public, Georgia
(SEAL)

As its: President



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)

Return To:
Augusta Engineering
452 Walker Street, Suite
Augusta, Georgia 30901
Attn: Diane Hilliard

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
Southampton Section 10
Roads and Storm System

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between COEL Development Company, 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 Augusta, accept all or a portion of certain roads, storm drains, and appurtenances for Storkport Drive 60' R/W and Ashton Drive 60' R/W, as shown by a PLAT, titled Southampton Section 10, contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 62; 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 of Dedication;

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) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 62.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval 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 said 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, Augusta 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 as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then re-inspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.


(5) 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 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.

SIGNED, SEALED AND DELIVERED
in our presence:

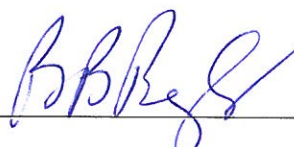


Witness


Notary Public, Georgia
(SEAL)



COEL Development Company, Inc.

By: 

As its: President

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lena Bonner
As Its: Clerk of Commission
(SEAL)

SUBDIVISION: Southampton Section 10

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Stockport Drive (extension) is an existing road in Richmond County, Georgia,
open to public usage; and

WHEREAS, Augusta, Georgia desires to make Stockport Drive (extension) a part of its
County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta,
Georgia, that Stockport Drive (extension) 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 ℄ of existing Stockport Drive

Extending NW then SW approx. 1490.23' to ℄ of existing Stockport Dr.

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

0.28 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Southampton Section 10

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Ashton Drive (extension) is an existing road in Richmond County, Georgia,
open to public usage; and

WHEREAS, Augusta, Georgia desires to make Ashton Drive (extension) a part of its County
Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta,
Georgia, that Ashton Drive (extension) 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 ℄ of existing Ashton Drive

Extending N approx. 349.51' to ℄ of existing Stockport Drive

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

0.07 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Public Streets
SOUTHAMPTON SECTION 10**

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 COEL DEVELOPMENT COMPANY, INC., a corporation established under the laws of the State of Georgia, hereinafter known as "DEVELOPER", owns a tract of land in Richmond County, Georgia, presently known as 2672 Ashton Drive (PIN 153-0-072-00-0), on which DEVELOPER has constructed a housing subdivision known as Southampton Section 10, and 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, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as "AUGUSTA", for maintenance and control; and

WHEREAS a final plat for the above referenced subdivision has been prepared by Southern Partners, Inc. and is dated July 15, 2024, revised August 14, 2024, and October 16, 2024. Said plat was approved by the Augusta-Richmond County Planning Commission on November 19, 2024, approved by the Augusta Commission on November 26, 2024, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Page 62. Reference is hereby made to all 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

WHEREAS DEVELOPER further agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW THEREFORE, this indenture made this _____ day of _____ 202__, between DEVELOPER as Grantor and AUGUSTA as Grantee,

WITNESSETH:

That DEVELOPER, its successors, assigns and legal representatives, 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 permanent easement(s), unless a differing width is noted on said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

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 and any other purpose granted within this document.

DEVELOPER 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 fences (including but not limited to stone, brick or block), 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 successors, assigns and legal representatives 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.

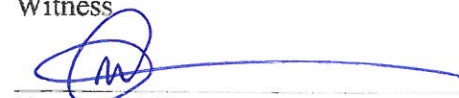
IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed their seals the day and year first above written.

DEVELOPER:

COEL DEVELOPMENT COMPANY, INC.


Witness

By: 
Bill Beazley


Notary Public

As Its: 
Peter

State of Georgia

Attest: 
Stephen Beazley

County of Columbia

As Its: See

My Commission Expires: 1/14/25
(SEAL)



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. 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
SOUTHAMPTON, SECTION 10
(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between COEL DEVELOPMENT COMPANY, INC., a Georgia corporation, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as Southampton, Section 10, 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 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 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) 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) 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) DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

(5) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. 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.

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

(7) In the event DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (3) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and 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 and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

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

(9) In this Agreement, wherever herein the term 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. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the signing of this agreement.

(10) 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.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, 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.

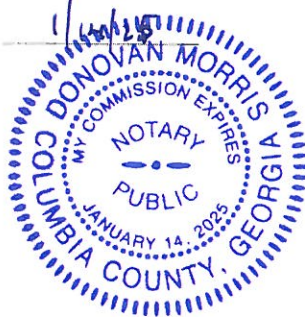
Signed, sealed and delivered in
the presence of

[Signature]
Witness

[Signature]
Notary Public
State of Georgia

County of Columbia

My Commission Expires: 1/14/25
(SEAL)



DEVELOPER:
COEL DEVELOPMENT COMPANY, INC.

By: [Signature]
Bill Beazley

As Its: Pres.

Attest: [Signature]
Stephen Beazley

As Its: Sec.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

Notary Public
State of Georgia, County of _____

My Commission Expires: _____

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)