

AGENDA ITEM NUMBER: _____
EDITION: _____

DATE: November 13, 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: BELLEMEADE LANDING SUBDIVISION DEDICATION
FILE REFERENCE: 24-005(A)3

CAPTION: Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Bellemeade Landing.

BACKGROUND: The final plat for Bellemeade Landing, was approved by the Commission on July 17, 2024. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

**FINANCIAL
IMPACT:**

By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

ALTERNATIVES:

1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Bellemeade Landing.
2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Commission Meeting November 19, 2024

**DEPARTMENT
DIRECTOR:** _____

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

**DEPARTMENT
DIRECTOR:** _____

N/A

ADMINISTRATOR: _____

FINANCE: _____

HM/dh

Attachments

cc: Agenda File
Main File
Walt Corbin

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

Through: Brett Parsons, Principal Engineer Land Development

From: Richard A. Holliday, Lead Design Engineer

Date: October 2, 2024

Subject: Certificate of Completion
Dedication of Bellemeade Landing
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 July 17, 2024. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

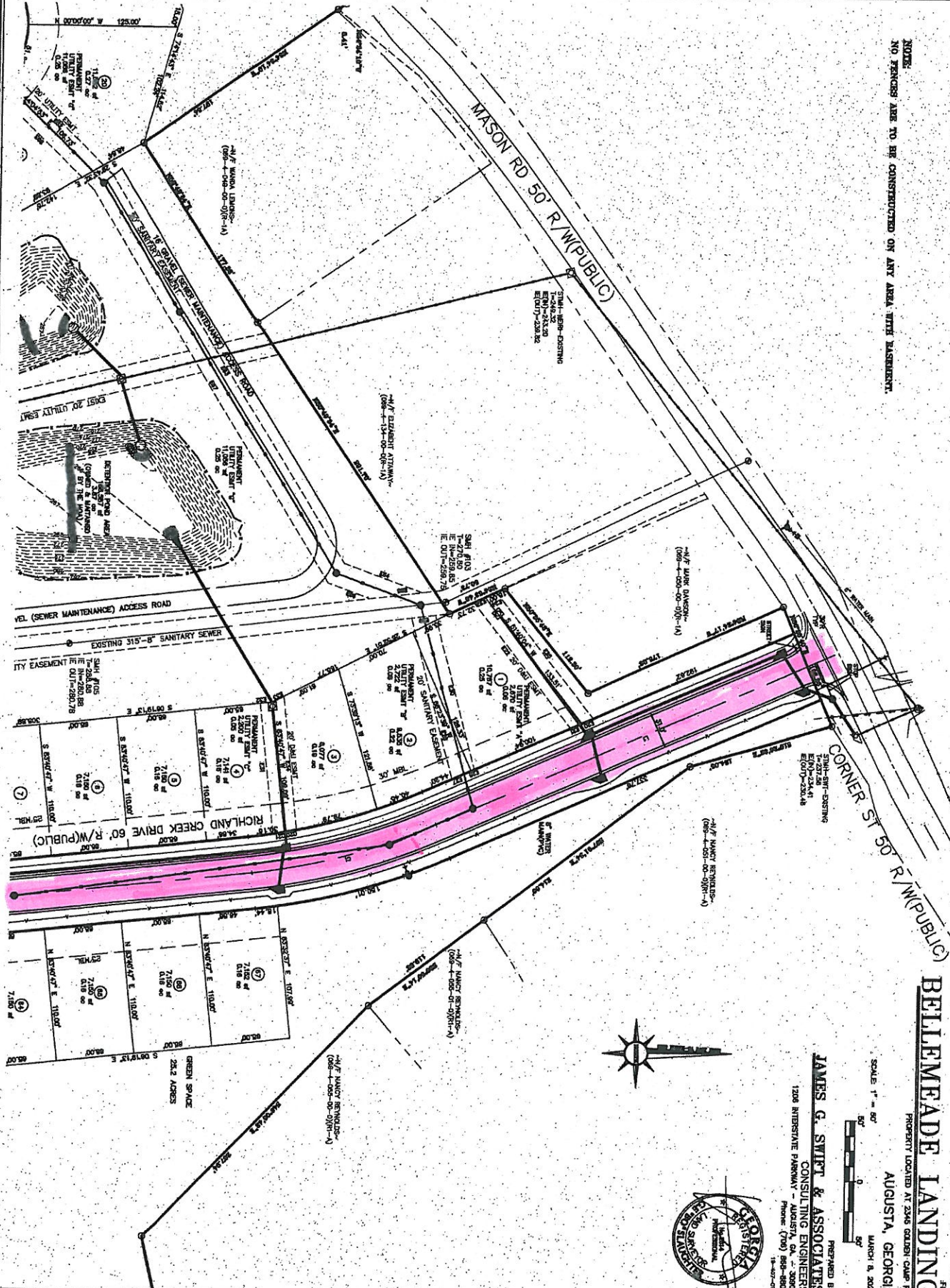
Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

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

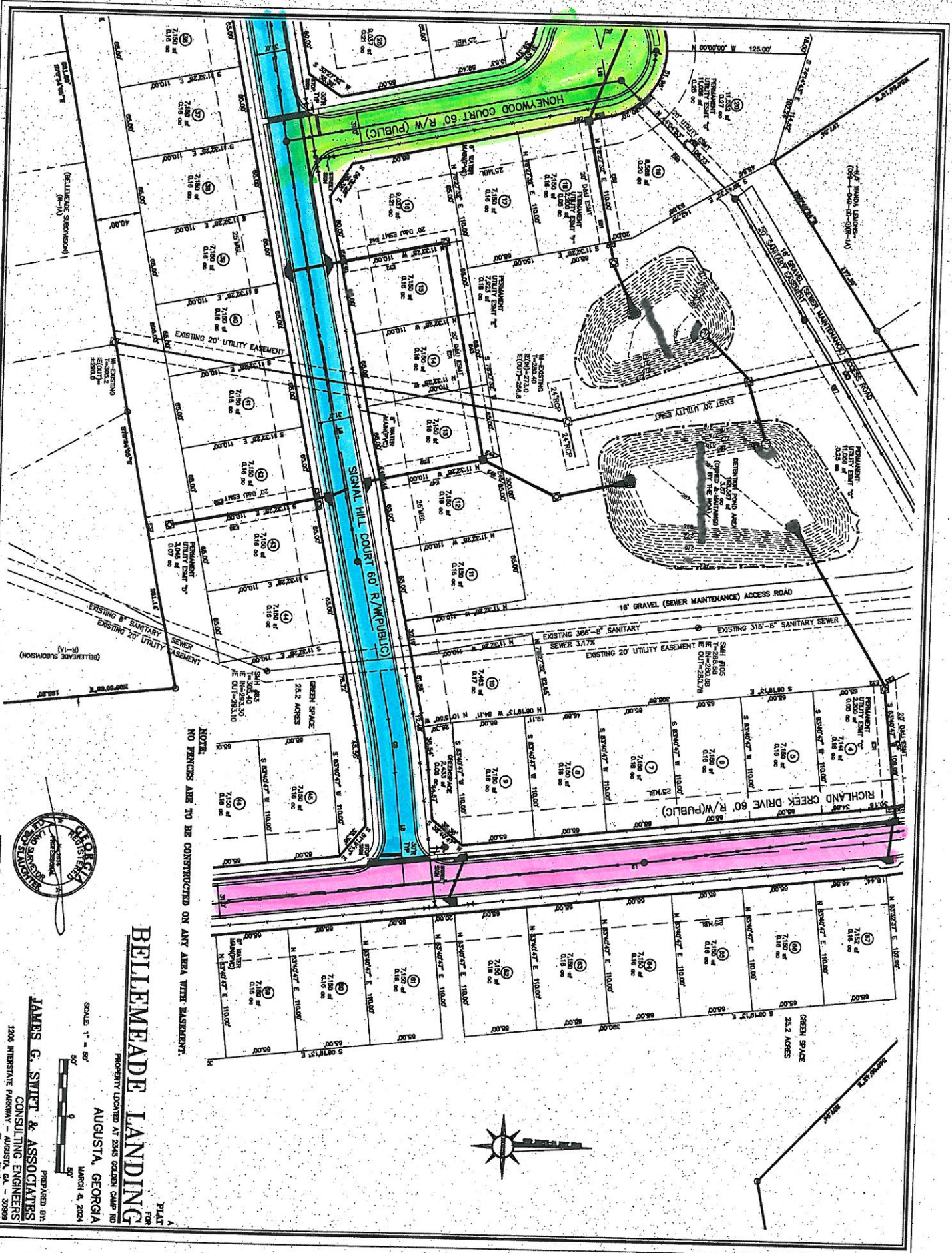
NOTE:
 NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.



BELLEMEADE LANDING
 PROPERTY LOCATED AT 2345 GOLDEN GATE RD
 AUGUSTA, GEORGIA
 MARCH 9, 2024

JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1206 INTERSTATE PARKWAY - AUGUSTA, GA 30903
 Phone: (706) 866-9803
 Fax: (706) 866-9804





NOTE:
 NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.

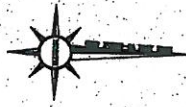


BELLEMEADE LANDING

PROPERTY LOCATED AT 2345 GOLDEN CAMP RD
 AUGUSTA, GEORGIA
 MARCH 4, 2024

SCALE: 1" = 50'
 0' 50'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1206 INTERSTATE PARKWAY - AUGUSTA, GA - 30909
 Phone: (706) 866-8003
 18-007-001



PROPERTY LOCATED AT 2345 GOVERN CAMP RD

SCALE: 1" = 50'

12008 INTERSTATE PARKWAY -- AUGUSTA, GA. -- 30608
Phone: (706) 868-1901

Phonetic (706) 868-8803
18-407-CAP

BELLEMEADE LANDING

PROPERTY LOCATED AT 2346 GOLDER CAMP RD

AUGUSTA, GEORGIA

SCALE: 1" = 50'

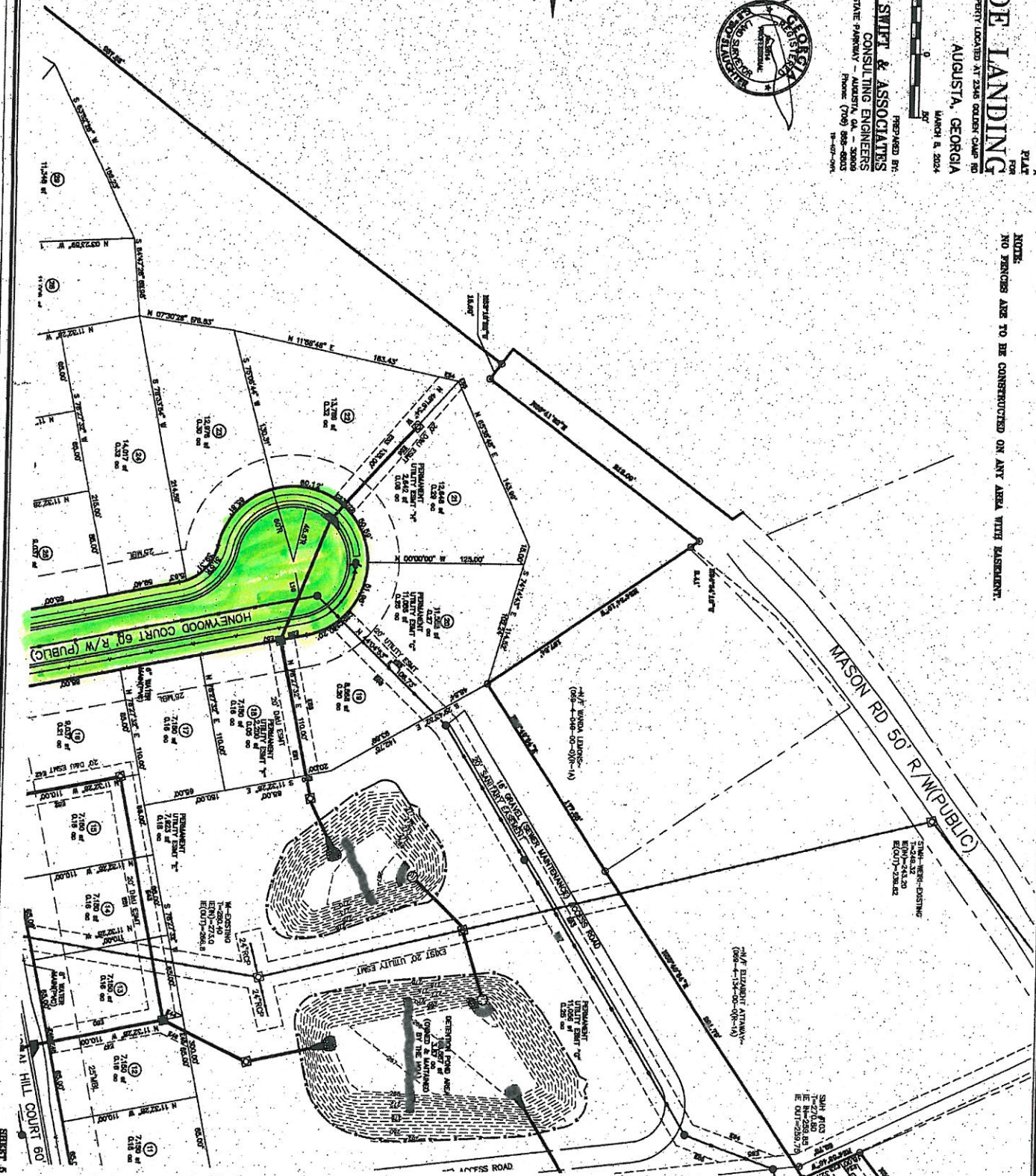


MARCH 8, 2024

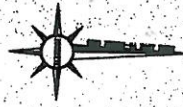
PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1208 INTERSTATE PARKWAY - AUGUSTA, GA 30903
Phone: (706) 965-2800
Fax: (706) 965-2801



NOTE:
NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.



NOTE: NO FENCES ARE TO BE CONSTRUCTED ON ANY AREA WITH EASEMENT.



BELLEMEADE LANDING

PROPERTY LOCATED AT 2345 GOLDEN CAMP RD

AUGUSTA, GEORGIA

SCALE: 1" = 50'



PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS

CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
(404) 725-2222

10-107-CMPL

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

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
BELLEMEADE LANDING
Roads, Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **TEAM PROPERTY DEVELOPMENT, LLC**, a Georgia limited liability company, and **D.R. HORTON, INC.**, a Delaware corporation (hereinafter referred to, collectively, as “Grantor”), and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission (hereinafter referred to as “Grantee”).

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Grantee, 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 Grantee, its successors and assigns, the following described property, to-wit:

All right, title and interest of Grantor in and to the storm sewer system, **excluding the detention ponds**, as the same is now located within a certain sixty foot (60’) right of way shown and delineated on the plat titled “BELLEMEADE LANDING”, as prepared by James B. Swift & Associates, dated March 8, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 19, Page Nos. 177-182 (the “Plat”); 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. For the avoidance of doubt, the foregoing conveyance shall not include the detention ponds as shown and depicted on the Plat which detention ponds are to remain private.

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

TOGETHER with all that lot or parcel of land shown and designated as "RICHLAND CREEK DRIVE 60' R/W (PUBLIC)," "HONEYWOOD COURT 60' R/W (PUBLIC)," and "SIGNAL HILL COURT 60' R/W (PUBLIC)" on the Plat; reference being hereby made to the Plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

ADDITIONALLY, Grantor does hereby grant and convey unto Grantee an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on the 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 Grantee, its successors and assigns, forever in FEE SIMPLE.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor 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:

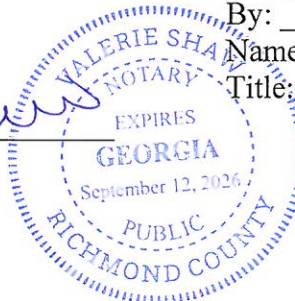
TEAM PROPERTY DEVELOPMENT, LLC, a Georgia limited liability company

Candice Petun

Witness

Valerie Shaheen
Notary Public, Georgia

(SEAL)



By: [Signature]
Name: James C. Overstreet, Jr.
Title: Manager

SIGNED, SEALED AND DELIVERED in our presence:

D.R. HORTON, INC., a Delaware corporation

John C. Jashinsky
Witness

By: [Signature]
Name: John C. Jashinsky
Title: Vice President

Sherry Lynn Glenville
Notary Public, Georgia

(SEAL)



ACCEPTED BY:

AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lean 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
BELEMEADE LANDING
Roads, Storm System

THIS AGREEMENT, entered into this day of _____, 20__, by
and between TEAM PROPERTY DEVELOPMENT, LLC, a Georgia limited
liability company, 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, excluding detention ponds, and appurtenances for RICHLAND CREEK
DRIVE 60' R./W (PUBLIC)," "HONEYWOOD COURT 60' R/W (PUBLIC)," and
"SIGNAL HILL COURT 60' R.JW (PUBLIC)" on the plat titled BELLEMEADE
LANDING, as shown by a PLAT, previously tendered and recorded in the Office of the
Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 19, Page # 177-
182; 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 excluding the detention ponds, 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 19, page # 177-182.

(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. The detention ponds are to remain private.

(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
LLC
in our presence:

Lawrence Davis

Witness

Condie D. Petrea

Notary Public, Georgia

(SEAL)



TEAM PROPERTY DEVELOPMENT,

By: [Signature]

James C. Overstreet, Jr.

As its: Manager

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

As Its: Mayor

Attest: _____

Lean Bonner

As Its: Clerk of Commission

(SEAL)



Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: BELLEMEADE LANDING

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Honeywood Court a part of its County Road System.

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

- (a) Points of beginning and ending:

Beginning at E of Signal Hill Court

Extending NW approx. 290.0' to and including cul-de-sac

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

0.05 pmile

- (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 ____.

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 _____
(Notary Seal)

(SEAL)



Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: BELLEMEADE LANDING

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Richland Creek Drive a part of its County Road System.

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

- (a) Points of beginning and ending:

Beginning at E of Mason Road

Extending SE approx. 1395.78' to and including cul-de-sac

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

0.26 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____.

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 _____
(Notary Seal)

(SEAL)



Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: BELLEMEADE LANDING

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Signal Hill Court a part of its County Road System.

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

- (a) Points of beginning and ending:

Beginning at ℄ of Richland Creek Drive

Extending SW approx. 1009.82' to and including cul-de-sac

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

0.19 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____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

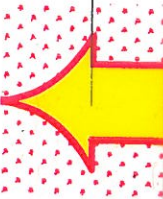
By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)



**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Public Streets
BELLEMEADE LANDING**

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 TEAM PROPERTY DEVELOPMENT, LLC, 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 2345 Golden Camp Road, on which DEVELOPER has constructed a housing subdivision known as Bellemeade Landing, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS D. R. HORTON, INC., a corporation established under the laws of the State of Delaware, hereinafter referred to as "HORTON", joins in this Deed of Dedication as owner of certain lots within the subdivision, as evidenced by that certain Deed dated 25 October 2024 and recorded in Deed Book 1944, Pages 326-328, in the office of the Clerk of the Superior Court of Richmond County, Georgia; and

WHEREAS, it is the desire of DEVELOPER and HORTON, 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 of the above stated subdivision has been prepared by James G. Swift & Associates, said plat being dated March 8, 2024, approved by the Augusta-Richmond County Planning Commission on July 17, 2024, approved by the Augusta Commission on July 17, 2024, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 19, Pages 177-182. 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 and HORTON have 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 _____, 202__, between DEVELOPER and HORTON as Grantor and AUGUSTA as Grantee,

W I T N E S S E T H:

That DEVELOPER and HORTON, their 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 and HORTON also grant 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 and HORTON further agree 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 and HORTON, their 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 and HORTON have hereunto set their hand and affixed their seals the day and year first above written.

DEVELOPER:

TEAM PROPERTY DEVELOPMENT, LLC

Candice Petru

WITNESS

NOTARY PUBLIC

By:

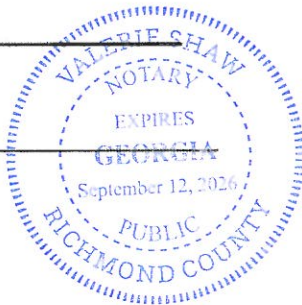
James C. Overstreet, Jr.

As Its: Manager

State of Georgia, County of _____

My Commission Expires: _____

(NOTARY SEAL)



Jack P.
Witness

Sharyn Lynn Glaville
Notary Public

State of Georgia, County of Columbia

My Commission Expires 9/28/2026

(Notary Seal)



D. R. HORTON, INC.,
a Delaware corporation

By: [Signature]
~~Shamyl-Maher~~ JOHN JASHINSKY

As Its: Vice-President

Attest: [Signature]

Printed Name: Shamyl-Maher

As Its: Vice President

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)

(Notary Seal)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

BELLEMEADE LANDING

(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between TEAM PROPERTY DEVELOPMENT LLC, 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 Bellemeade Landing, 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) 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**.

(5) 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**.

(6) In the event **DEVELOPER** fails to comply with the terms of this agreement and 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 **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.

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

(10) 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

Michael E. Sash

Witness

Candice L. Petrea

Notary Public

State of _____

County of _____

My Commission Expires: _____
(SEAL)



DEVELOPER:
TEAM PROPERTY DEVELOPMENT, LLC

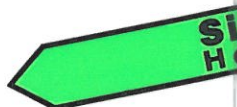
By: _____

James C. Overstreet, Jr.

As Its: Manager

ACCEPTED BY:

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)

(Notary Seal)