

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 *BP*

From: Richard A. Holliday, Lead Design Engineer *RAH*

Date: March 5, 2024

Subject: Certificate of Completion
Dedication of Captains Corner, Phase 1
File reference: 21-005(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 May 16, 2023. 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.

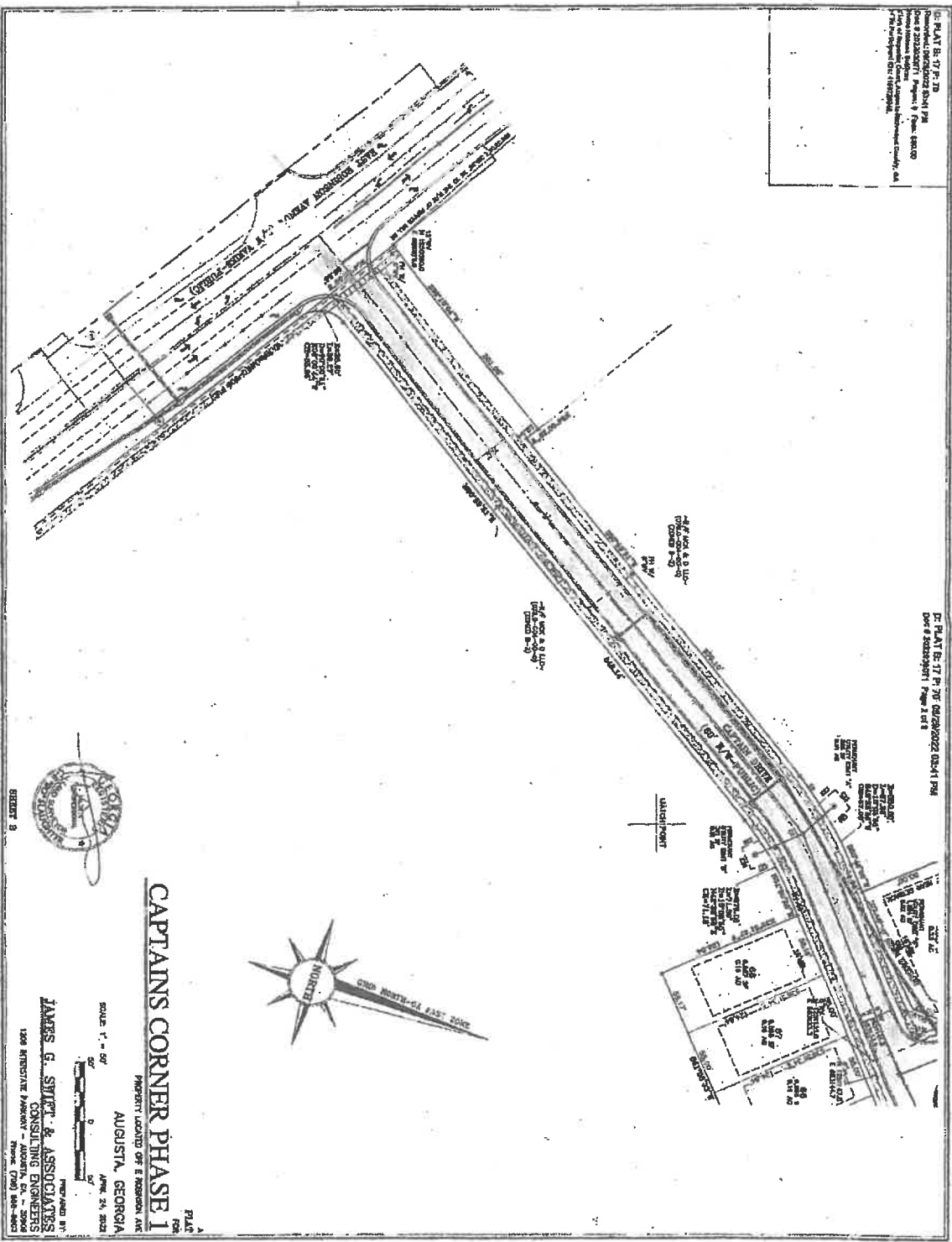
RAH

Attachment

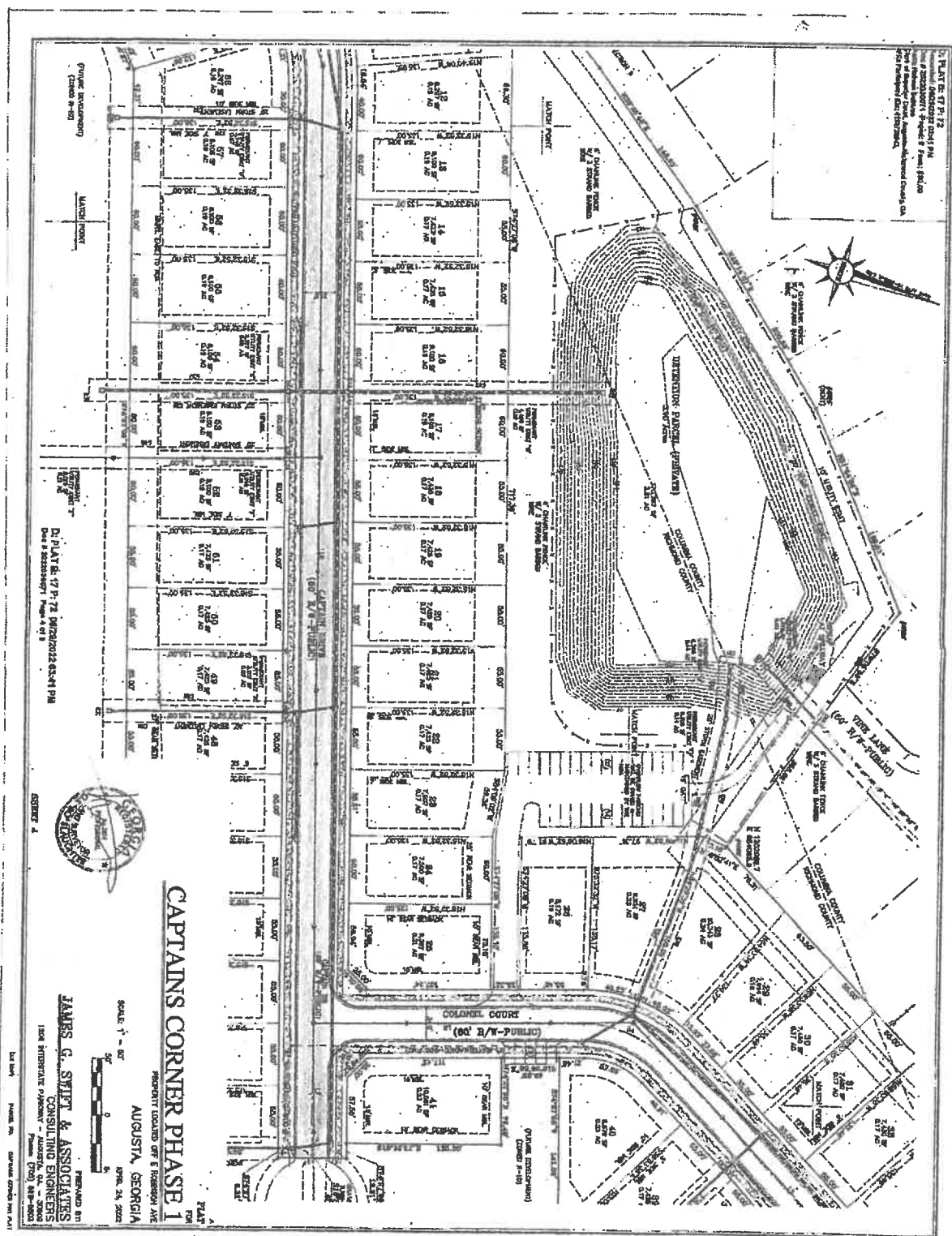
cc: Walt Corbin, P.E., Engineering Manager *WNC*
Carla Delaney, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

PLAT No. 17-75
 Approved for Record by the
 Clerk of Superior Court, August 2, 1975
 The City of Augusta, Georgia
 The Department of Public Works

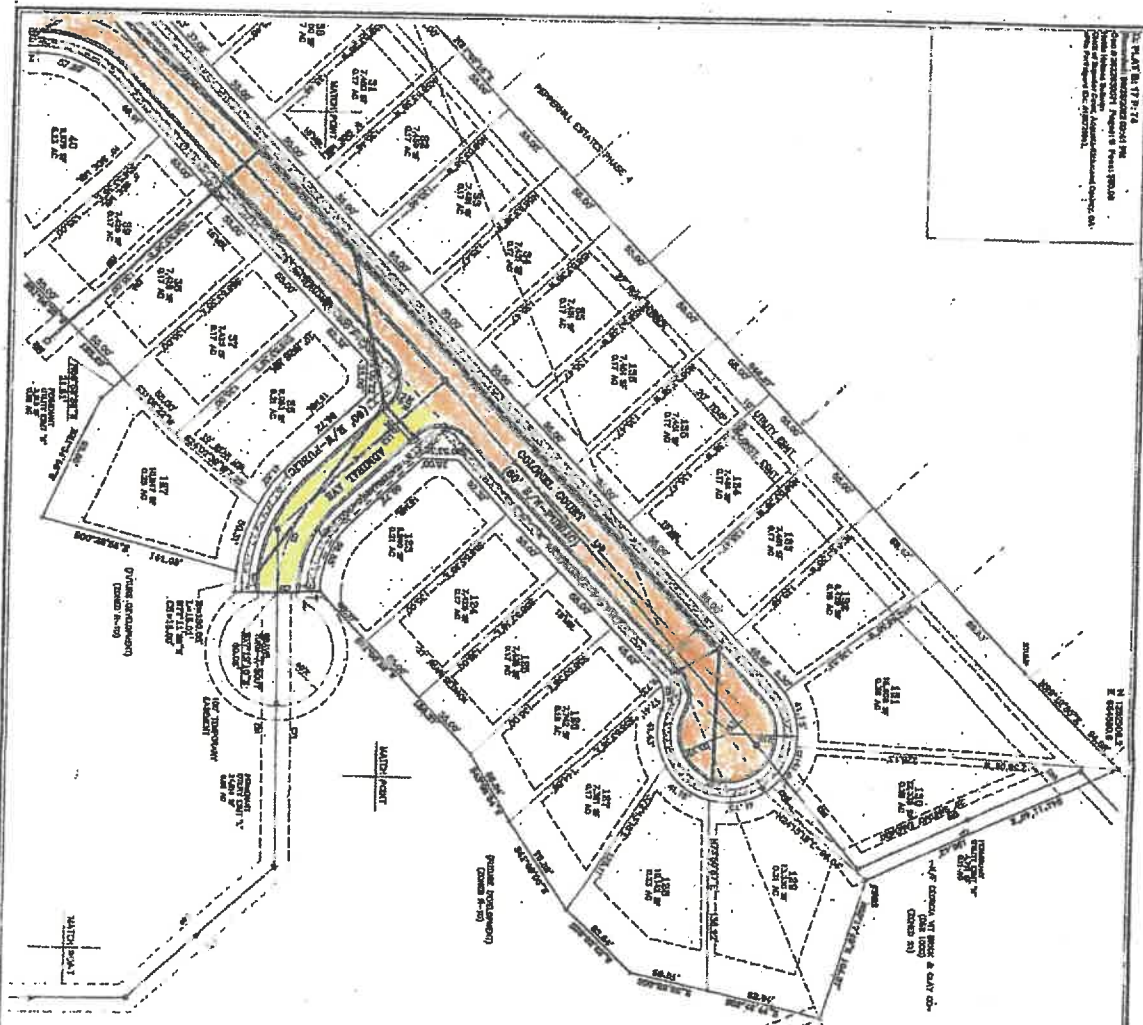
PLAT No. 17-75
 Over 2000 sq. ft.



CAPTAIN'S CORNER PHASE 1
 PLAT No. 17-75
 PROPERTY LOCATED OFF E. RICHMOND AVE
 AUGUSTA, GEORGIA
 JAMES G. STOUT & ASSOCIATES
 CONSULTING ENGINEERS
 1200 ATLANTIC AVENUE - PHONE (706) 544-4000



PLAT B-17-P-74
 DATED 10/1/74
 PREPARED BY
 JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 AUGUSTA, GEORGIA



D: PLAT B-17-P-74, APPROVED 10/1/74
 Doc # 200000001 Page 8 of 8

CAPTAINS CORNER PHASE I

PROPERTY LOCATED OFF E. AUGUSTA AVE
 AUGUSTA, GEORGIA



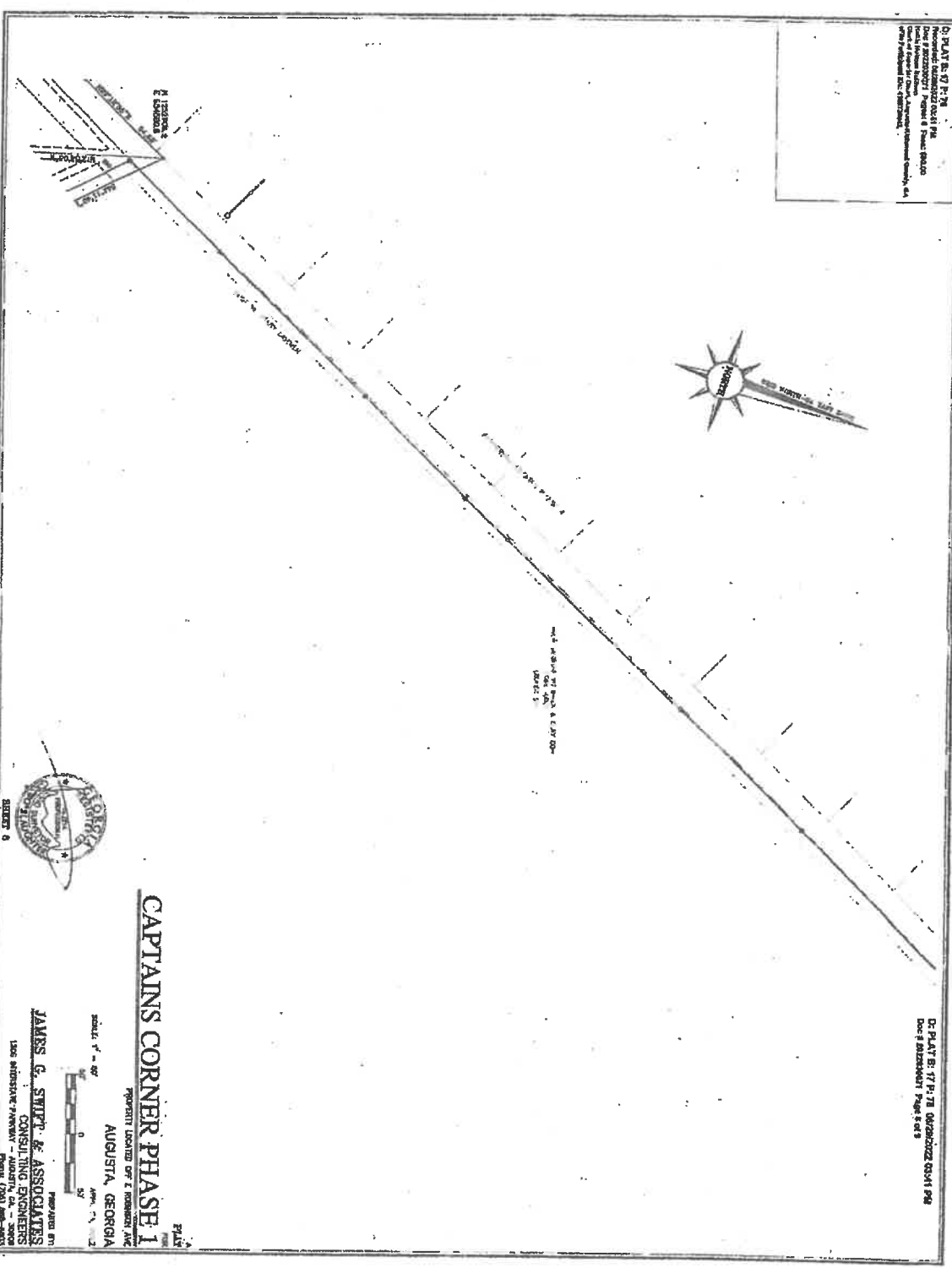
SCALE 1" = 60'
 PREPARED BY
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1000 KIRKPATRICK PARKWAY - AUGUSTA, GA. - 30909
 PHONE (706) 666-8800

SHEET 8

DATE 10/1/74
 PROJECT NO. 100000001
 SHEET NO. 8 OF 8

DC PLAT B- 77-P-78
 Doc # 802280202
 Date of Recording: 08/28/2002
 Office: Public 08/28/02
 Office: Public 08/28/02
 Office: Public 08/28/02

DC PLAT B- 77-P-78 08/28/2002 03:41 PM
 Doc # 802280202 Page 5 of 5



CAPTAINS CORNER PHASE 1
 PROPERTY LOCATED OFF E. ROSSDALE AVE
 AUGUSTA, GEORGIA
 PREPARED BY
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1205 BRIDGEMAN PARKWAY - AUGUSTA, GA - 30909
 PHONE (706) 724-8833

THE STATE OF GEORGIA, DEPARTMENT OF TRANSPORTATION

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

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
Captains Corner, Phase 1
Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **Jen-PCS**, 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.

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 Limited Warranty Deed dated March 9, 2023, and recorded in Deed Book 1878, Pages 739-742, aforesaid Records; and that certain Limited Warranty Deed dated August 31, 2022, and recorded in Deed Book 1858, Pages 683-686, aforesaid Records; and

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 the storm sewerage system as the same are now located within deeded 60' R/W and existing as shown and delineated on a plat of CAPTAINS CORNER, PHASE 1 as prepared by James G. Swift & Associates, Consulting Engineers, dated April 24, 2022, as recorded in the Office of the Clerk of Superior

Court of Richmond County, Georgia, in Plat Book 17, Pages 69-77; 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 "CAPTAINS CORNER, PHASE 1 - Captain Drive, Admiral Avenue, Butler Spring Circle and Colonial Court 60' R/W; on that plat of CAPTAINS CORNER, PHASE 1, as prepared by James G. Swift & Associates, Consulting Engineers, dated April 24, 2022, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 17, Pages 69-77, 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.

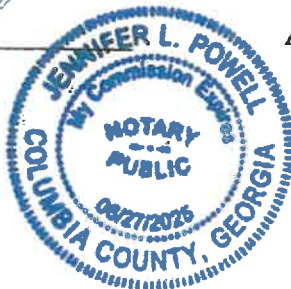
IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED

Jen-PCS, LLC in our presence:

Witness

Notary Public, Georgia
(SEAL)



By: [Signature] (Seal)

As its: Managing Member

Janessa Mahoney
Witness

D.R. Horton, INC.

By: Sheryl Maher

Cynthia Colleen Mussell
Notary Public

SHARYL MAHER

Printed Name

As Its: CFO - VICE PRESIDENT

State of Georgia, County of Rockdale

Attest: [Signature]

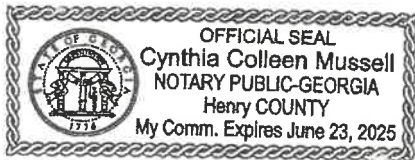
My Commission Expires 6/23/25

JOHN C. JASHINSKY

Printed Name

As Its: VICE PRESIDENT

(Notary Seal)



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

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

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

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between **Jen-PCS**, 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 certain roads, storm drains and appurtenances for Captain Drive (60' R/W), Admiral Avenue (60' R/W), Butler Spring Circle (60' R/W) and Colonial Court (60' R/W), as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously

incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and 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.

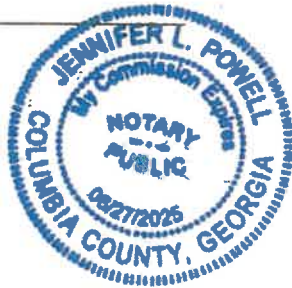
IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in our presence:



(Seal)
Witness


Notary Public, Georgia
(SEAL)



Jen-PCS, LLC

By: 

As its: 

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson
As Its Mayor

Attest: _____

Lean Bonner
As Its Clerk of Commission

(SEAL)

Please return to:
Walt Corbin, Engineering Services Mgr.
Augusta Engineering & Enviro. Services
452 Walker Street Ste. 110
Augusta, GA 30901

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Captain 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 Centerline of East Robinson Avenue

Extending NE approx. 2406.48' to the End

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

0.46 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 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)

Please return to:
Walt Corbin, Engineering Services Mgr.
Augusta Engineering & Enviro. Services
452 Walker Street Ste. 110
Augusta, GA 30901

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Colonel 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 Centerline of Captain Drive

Extending NW then NE approx. 955.26' to and including the Cul-De-Sac

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

0.18 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 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)

Please return to:
Walt Corbin, Engineering Services Mgr.
Augusta Engineering & Enviro. Services
452 Walker Street Ste. 110
Augusta, GA 30901

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Admiral Avenue a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Admiral Avenue 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 Centerline of Captain Drive
Extending SE approx. 162.35' to End
- (b) Length of road to nearest 1/100th mile:
0.03 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 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)

Please return to:
Walt Corbin, Engineering Services Mgr.
Augusta Engineering & Enviro. Services
452 Walker Street Ste. 110
Augusta, GA 30901

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Admiral Avenue a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Admiral Avenue 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 Centerline of Colonel Court

Extending SE approx. 196.25' to End

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

0.04 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 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)

Please return to:
Walt Corbin, Engineering Services Mgr.
Augusta Engineering & Enviro. Services
452 Walker Street Ste. 110
Augusta, GA 30901 Augusta, GA 3090

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Butler Springs Circle is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Butler Springs Circle a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Butler Springs Circle 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 Centerline of Captain Drive

Extending NW approx. 319.23'

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

0.06 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 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)

STATE OF GEORGIA

COUNTY OF RICHMOND

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
CAPTAINS CORNER, PHASE I**

WHEREAS, **JEN-PCS, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as “JEN-PCS”, owns a tract of land in Augusta, Georgia, located on the north side of Gordon Highway, on Captain Drive, which is off of East Robinson Avenue, and JEN-PCS has developed a residential subdivision known as Captains Corner, Phase I, (the “Subdivision”) as shown on that certain plat of Captains Corner, Phase I prepared by James G. Swift & Associates, dated April 24, 2022, approved by the Augusta-Richmond County Planning Commission on June 6, 2022, by the Augusta Commission on June 21, 2022, and recorded on June 29, 2022, in Plat Book 17, Pages 69-77, in the office of the Clerk of the Superior Court of Richmond County, Georgia, (the “Plat”). Reference is hereby made to the Plat for a more complete and accurate description as to the land herein described; 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 and as a beneficiary of certain rights to an offsite sanitary sewer easement, as evidenced by (i) that certain Limited Warranty Deed dated March 9, 2023, and recorded in Deed Book 1878, Pages 739-742, aforesaid Records; and (ii) that certain Limited Warranty Deed dated August 31, 2022, and recorded in Deed Book 1858, Pages 683-686, aforesaid Records; and

WHEREAS, as shown and depicted on the Plat, the Subdivision has been developed with a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of JEN-PCS and HORTON to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, (hereinafter known as “AUGUSTA”), acting by and through the Augusta Commission, for maintenance and control; 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, JEN-PCS 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 is made this _____ day of _____ 2024, between JEN-PCS and HORTON, as Grantor and AUGUSTA, as Grantee:

WITNESSETH:

THAT JEN-PCS, its successors, assigns and legal representatives, and HORTON, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), 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, assigns and legal representatives, the following, to-wit:

Exclusive twenty-foot (20') easement(s) (unless otherwise noted), in perpetuity, centered over the water distribution system and gravity sanitary sewerage system, which is not within the rights-of-way of said subdivision, as shown on the aforementioned plat.

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

JEN-PCS and HORTON do further grant, bargain, sell and confirm, unto AUGUSTA, any and all rights, or interest, they have arising under (i) that certain Non-Exclusive Perpetual Construction, Maintenance, Use, Ingress and Egress Easement for Sanitary Sewer from Georgia Vitrified Brick & Clay Co., a Georgia limited partnership, to MCK&D, LLC, a Georgia limited liability company, dated March 7, 2018, recorded March 22, 2018, recorded in Deed Book 11361, Page 113, Clerk of Superior Court of Columbia County, Georgia; and (ii) that certain Sewer Easement from Georgia Vitrified Brick & Clay Co., LLLP, Georgia limited

liability limited partnership to City of Grovetown, Georgia, A Georgia municipal corporation, date August 13, 2019, recorded September 9, 2019 in Deed Book 12144, Page 29, aforesaid records; as corrected by that certain Corrective Sewer Easement from Georgia Vitrified Brick & Clay Co., LLLP, a Georgia limited liability limited partnership company, to City of Grovetown, Georgia, A Georgia municipal corporation and MCK&D, LLC, a Georgia limited liability company, dated December 4, 2019, recorded December 23, 2019 in Deed Book 12321, Page 39 aforesaid records.

JEN-PCS 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 easements, along with the non-exclusive right of ingress and egress to and from said permanent easements for this purpose.

JEN-PCS 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.

IN WITNESS WHEREOF, JEN-PCS and HORTON have hereunto set their hands and affixed their seals the day and year first above written.

JEN-PCS, LLC

By: 

Ronald Powell

As Its: President and Owner


Witness


Notary Public

State of Georgia, County of Richmond

My Commission Expires: July 13, 2026



(Signatures continued on next page.)

Sarah Houghton

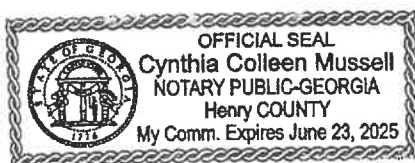
Witness

Cynthia Colleen Mussell
Notary Public

State of Georgia, County of Henry

My Commission Expires 6/23/25

(Notary Seal)



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

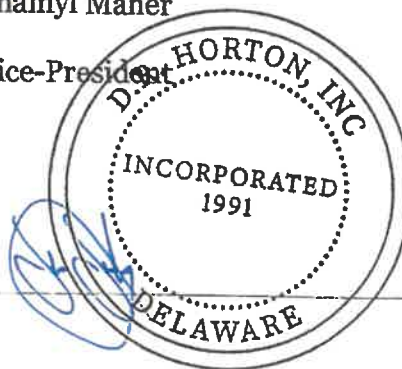
By: Shamyl Maher
Shamyl Maher

As Its: Vice-President

Attest:

Printed Name: James C. Jasnowsky

As Its: VICE PRESIDENT



(Corporate Seal)

(Signatures continued on next page.)

Please return to:
Walt Corbin, Engineering Services Mgr.
Augusta Engineering & Enviro. Services
452 Walker Street Ste. 110
Augusta, GA 30901

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
CAPTAINS CORNER, PHASE 1
Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between **JEN-PCS, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "DEVELOPER", and **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as CAPTAINS CORNER, PHASE I, 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) 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, 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 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.

(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.

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.

DEVELOPER:


Witness

JEN-PCS, LLC

By: 

Ronald Powell

As Its: President and Owner


Notary Public

State of Georgia, County of Columbia

My Commission Expires: 12/28/26



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