### 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:

February 9, 2023

Subject:

Certificate of Completion

Dedication of Haynes Station Section 15

File reference: 23-005(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 October 18, 2022. 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

Terri Turner, Development Services Administrator, Planning & Zoning

File

FIR CLEAR OF COLUMN SUS ON

PLAT OF

# Hayne's Station - Section 15

AUGUSTA, RICHMOND COUNTY, GEORGIA SCALE, 1" = 50' JULY 15, 2022 ALVE IN ECS.

PREPARED FOR

Coel Development Company, Inc. ADDR JOHN CENTER HOTTENAND" CANAN' GEORGY 20802

PREPARED BY



CRANSTON

LOCATIONMAP

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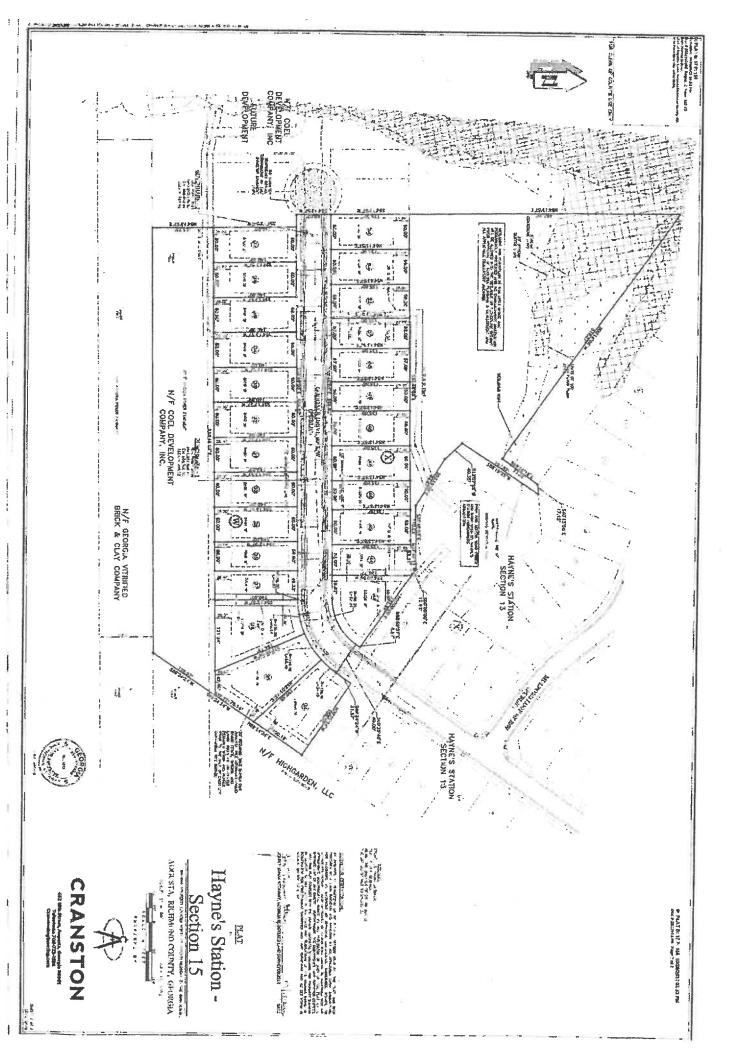




But But

APPROVED FINAL PLAT





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STATE OF GEORGIA	)
COUNTY OF RICHMOND	)

DEED OF DEDICATION
Haynes Station Phase 15
Roads and Storm System

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, by and between COEL DEVELOPMENT CO., INC., a Georgia 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 the storm sewer system as the same are now located within deeded 60' R/W and additional drainage and utility easements as shown and delineated on a plat of <u>Hayne's Station Phase 15</u>, as prepared by Cranston Engineering Group, P.C., for Coel Development Company, Inc., dated <u>July 15, 2022</u>, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book <u>17</u>, Page <u>155-156</u>; 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.

Additionally, the party of the first part does hereby grant and convey unto the party of the second part, 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 devices 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 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 Goodale Drive -60 ROW on that plat of Hayne's Station Phase 15, as prepared by Cranston Engineering, dated July 15, 2022 as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 17, Page 155-156 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, and

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	COEL DEVELOPMENT CO; INC.
in our presence:	00/1/00
ASE	By: Japones
Witness	As its: Per
(M)	Stephen Beazley Builders, Inc.
Notary Public, Georgia	
	By: // Magl
My Commission Expires: 1 14 25	As its: The
NAN C. MOD	ACCEPTED BY:
ONOTARLEGI	AUGUSTA, GEORGIA
ALTEN CO A	By:
Van 14.	Its: Mayor
MBIA COUNTY	Attest:
.4550055am	Its: Clerk of Commission (SEAL)

STATE OF GEORGIA	)	MAINTENANCE AGREEM	MAINTENANCE AGREEMENT
COUNTY OF RICHMOND	)		(Roads, Storm Sewer)

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between COEL DEVELOPMENT CO., INC. hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept a portion of road, named "Goodale Drive" (60 ft R/W), portion of road and additional drainage and utility easements and appurtenances for <u>Hayne's Station Phase 15</u>, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Book <u>17</u>, page <u>155-156</u>, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed by Developer 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, storm sewer system within deeded 60' R/W and additional drainage and utility easements, 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 Book 17, page 155-156.
- (2) The Developer agrees to maintain all the installations laid or installed in said development as described in said deed for a period of eighteen months from the date installation accepted by the Augusta. Commission and included in the Augusta, GA road system.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said development described in the deed due to failure 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.

DIMA
WITNESS
(A)
NOTARY PUBLIC
Columbia County, Georgia
My Commission Expires: [   4 25 (Notary Seal)
VAN C. MODE
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O DO BLICE S
Jan. 1A

By: Pres

Stephen Beazley Builders, Inc.

As Its: Pu

WITNESS	AUGUSTA, GEORGIA	
741114230	Ву:	
	Garnett Johnson	
NOTARY PUBLIC	As its: <u>Mayor</u>	
County,	Attest:	
My Commission Expires:(Notary Seal)	Lena Bonner As Its Clerk of Commission	

### Office of the Administrator



Takiyah A. Douse Interim Administrator

October 18, 2022

Ms. Carla Delaney, Director Planning and Development 535 Telfair Street Augusta, GA 30001

Dear Director Delaney:

At their meeting held on Tuesday, October 18, 2022 the Augusta, Georgia Commission, took action on the following items:

- 1. Approved; FINAL PLAT CARMELITA PLACE S-968 A request for concurrence with the Augusta Georgia Planning Commission to approve a petition by Steve Bargeron and Associates requesting final plat approval for Carmelita Place. This residential subdivision contains 10 lots and is located at 2610 Black Road. Tax Map #279-0-110-00-0. DISTRICT 8
- 2. Approved; FINAL PLAT HAYNES STATION SECTION 15 S-965 A request for concurrence with the Augusta Georgia Planning Commission to approve a petition by Cranston Engineering Group requesting final plat approval for Haynes Station Sec. 15. This final plat will cover 26 residential lots and is located at 561 Jensen Lane. Tax Map #064-0-154-00-0. DISTRICT 3
- 3. Approved; SE-22-09 —A request for concurrence with the Augusta Georgia Planning Commission to approve a petition by Elmira Roulhac requesting a Special Exception to establish an Adult Day Care Facility per Section 26-1(e) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.39 acres located at 1840 Phinizy Road. Tax Map #144-0-016-00-0. DISTRICT 6 1. The Congregate Personal Care Home business license must be permanently closed. 2. A business license will be required for the new Adult Day Care Facility. 3. Hours of operation are limited to 7:00 am to 7:00 pm., Monday through Friday and 9:00 am to 5:00 pm., Saturday and Sunday. 4. No clients are allowed to stay overnight at the Adult Day Care Facility. 5. If the Augusta Fire Dept. allows an occupancy of greater than 20 clients additional parking spaces to meet the required 1 space for each 4 clients at maximum occupancy shall be provided.
- 4. Approved; Z-22-53 A request for concurrence with the Augusta Georgia Planning Commission to approve a petition by Donte Davis requesting a rezoning from Zone R-1C (One-Family Residential) to Zone R-2 (Two-Family Residential) affecting properties containing approximately 0.3 acres located at 1612, 1614 and 1616 Luckey Street. Tax Map #058-2-188-00-0, 058-2-189-00-0 and 058-2-190-00-0. DISTRICT 1 1. The three properties shall be recombined into two parcel and recorded in the Clerk of Superior Courts office prior to submittal for site plan approval. 2. The builder shall incorporate Old Augusta Character into the architectural elevations of the front facades of the buildings to

SUBDIVISION:

Haynes Station Section 15

# RESOLUTION ADDING ROAD TO THE AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Goodale 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.

-		and the order of the analysis and the approximate
alignment and	location	n of said Road.
	(a)	Points of beginning and ending:
		Beginning at Existing Goodale Drive
		Extending West then NW approx. 780.87 ft. to dead end.
	(b)	Length of road to nearest 1/100th mile:
		0.15 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 Au	agusta Commission is hereby directed to forward a certified copy of this resolution
o: Georgia De	epartme	nt of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille,
Georgia 31089	9.	
	Adopte	ed 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 HAYNE'S STATION, SECTION 15

WHEREAS, COEL DEVELOPMENT CO. 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, off Gordon Highway, in the 89<sup>th</sup> G.M.D, on which DEVELOPER has constructed a housing subdivision known as Hayne's Station, Section 15, 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-Richmond County Commission (hereinafter known as "AUGUSTA"), for maintenance and control; and

WHEREAS, the road right-of-ways and storm drainage system will remain private, until such time as the **DEVELOPER** is allowed to dedicate them to **AUGUSTA**. Until that time the maintenance and control of the storm drainage system and the road and street system will be strictly the responsibility of **DEVELOPER**; and

WHEREAS, a final plat of the above stated subdivision has been prepared by Cranston Engineering. Said plat being is dated July 15, 2022, approved by the Augusta-Richmond County Planning Commission on October 3, 2022, approved by the Augusta-Richmond County Commission on October 18, 2022, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 17, Pages 155-156. Reference is hereby made to all aforesaid plats for a more complete and accurate description as to the land herein described; and

WHEREAS, AUGUSTA, by and through the Augusta-Richmond County 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;

NOW, THEREFORE, this indenture made this \_\_\_\_\_ day of \_\_\_\_\_\_202\_\_, between DEVELOPER and AUGUSTA.

### WITNESSETH:

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

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

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivision, as shown on the aforementioned plat and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVLELOPER, including, but not limited to Goodale Drive.

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

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

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

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

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

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

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

DEVELOPER:	
Africe	COEL DEVELOPMENT CO., INC.
WITNESS By:	Bill Beazley
NOTARY PUBLIC	As Its: Puls
Columbia County, Georgia Attest:	Stephen Beazley
My Commission Expires:	As its:
SEAL PUBLIC &	

### ACCEPTED:

	AUGUSTA, GEORGIA
Witness	By: Garnett L. Johnson As Its Mayor
Notary Public	Attest:
State of Georgia, County of	Lena Bonner As Its Clerk of Commission
My Commission Expires:	(SEAL)
(Notary Seal)	

## STATE OF GEORGIA COUNTY OF RICHMOND

### MAINTENANCE AGREEMENT

HAYNE'S STATION - SECTON 15

(Water Distribution System and Gravity Sanity Sewer System)

THIS AGREEMENT, entered into this \_\_\_\_day of \_\_\_\_\_, 202\_\_\_\_, by and between COEL DEVELOPMENT CO., 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 the "AUGUSTA":

### WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as HAYNE'S STATION – SECTION 15, 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-Richmond County Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.
- (2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.
- (3) The **DEVELOPER** agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.
  - (4) In the event of such failure of the improvements, AUGUSTA shall notify the DEVELOPER and set

forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

- (5) If, in the event of an emergency, as determined by AUGUSTA, the DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at the DEVELOPER'S expense and allow the DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.
- (6) In the event the **DEVELOPER** fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then **AUGUSTA** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.
- (7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.
- (8) In this Agreement, wherever herein **DEVELOPER** or **AUGUSTA** is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

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

COEL DEVELOPMENT CO., INC.

WITNESS  NOTARY PUBLIC  Columbia County, Georgia	By: Bill Beazley  As Its: Poly  Attest: Stephen Beazley
My Commission Expires:  (SEAL)  (SEAL)	As its: 5e -

### 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 Sc. 1)