

STATE OF GEORGIA        )  
                                      )  
RICHMOND AUGUSTA        )

MEMORANDUM OF UNDERSTANDING  
REGARDING  
RIVERWATCH TRAIL & BRIDGE PROJECT

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between Augusta, Georgia, acting by and through the Augusta Commission, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), and the Augusta Canal Authority, a public body corporate and politic of the State of Georgia, (hereinafter referred to as the “Authority”).

WITNESSETH:

WHEREAS, the Authority has determined that the installation and construction of a pedestrian trail and bridge along the canal near Topgolf Way (the “Project”) would provide additional and greater access to the Authority’s Public River Levee Trail thereby increasing the opportunities for recreation for the citizens of Augusta, as well as citizens of surrounding communities; and

WHEREAS, the design and construction of the Project is intended to be performed in two phases: the first phase consisting of professional engineering and landscape architectural design (hereinafter referred to as “PE Phase”) and a second phase consisting of project construction (hereinafter referred to as “CST Phase”); and

WHEREAS, it will be necessary to acquire an ingress/egress easement for accessing the Project (the “Easement”); and

WHEREAS, the estimated cost of the PE Phase and CST Phase is \$2,849,868.00; and

WHEREAS, the State of Georgia has provided partial funding for the Project in the amount of \$500,000.00 through the Georgia Department of Transportation (“GDOT”), and GDOT has released these funds to Augusta under GDOT’s Local Maintenance Improvement Grant program (the “Grant”); and

WHEREAS the Grant proceeds are now available for the Project; and

WHEREAS, the Augusta Commission desires to contract with Authority to begin Phase I and acquire the Easement, with any excess grant funds being applied to Phase II upon the balance of any required funds to complete the Project becoming available.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

1. Augusta agrees to appropriate the sum of up to \$288,900.00 to Authority for the purpose of undertaking Phase I of the Project, such sums to be expended as provided in the Phase I Project Budget, as shown in Exhibit A hereto.

2. Authority agrees that any funds that it may receive pursuant to this Agreement solely and exclusively for Phase I and acquisition of the Easement.

3. In consideration of the disbursement of said funds, Authority shall observe all conditions that the law and/or this Agreement imposes on the use of said funds, which shall include, but not be limited to, the following:

- a) Authority shall only use the proceeds in connection with the capital outlay project described in this Agreement and no other; and
- b) Authority covenants not to use said monies as part of its maintenance and operation budget; and
- c) Authority shall provide Augusta with the final Phase I report, easement final plats, final construction plans and associated studies/documents, of payment invoices and proof of payment.

4. Authority acknowledges that the projects must be used for the construction of a project that benefits the citizens of Augusta, open to the public, and comports to the rules and restrictions imposed by the State of Georgia in the grant.

5. Augusta and any auditors employed by Augusta shall have the right to verify and audit the expenditures of Authority and the Project, sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws. Official representatives of Augusta may inspect the official records of Authority, which relate to this project, at reasonable times and upon reasonable notice to Authority.

6. Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

7. This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

IN WITNESS WHEREOF, Augusta and Authority have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

Augusta, Georgia

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk of Commission

Seal

Augusta Canal Authority

By: \_\_\_\_\_  
As its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
As its \_\_\_\_\_