

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: June 12, 2024

Subject: Certificate of Completion
Dedication of Southampton, Section Eleven
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 May 22, 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 *WNC*
Carla Delaney, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

FINAL PLAT
OF
SECTION ELEVEN
SOUTHAMPTON

PROPERTY LOCATED IN THE 1434TH G.M.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA

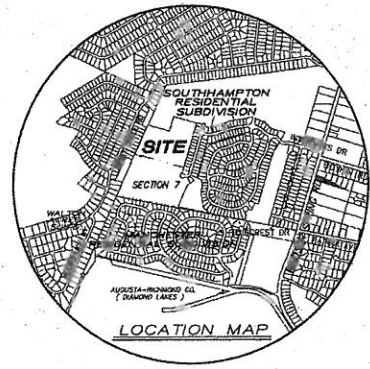
DATE : JANUARY 25, 2023 SCALE : 1" = 60'
Rev : April 1, 2024 Augusta Comments
Rev : July 3, 2024 changed Block "P" to Block "S"

PREPARED FOR :
OWNER / DEVELOPER / CONTACT
COEL DEVELOPMENT COMPANY, INC.
7008 TORRE CENTER BLVD. EVANS, GEORGIA 30609 (706) 863-4008 ATT: DILL BEAULY

PREPARED BY :
ENGINEERS - SURVEYORS - PLANNERS -
SOUTHERN PARTNERS, INC.
1233 AUGUSTA WEST PARKWAY AUGUSTA, GA 30909 (706) 855-6000



PROJECT DATA	
TOTAL ACRES	30.71
TOTAL NO. OF LOTS	91
MIN. LOT SIZE	0.18 AC 7,800 SF
DENSITY	2.96
TAX PARCEL	PD 153-0-072-00-0
ZONING	R-1A
REFERENCE	8/2018A EX272789B
REFERENCE	PB 16, PP 142-143



- NOTES:
- 1.) #4 REBAR WILL BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
 - 2.) THERE SHALL BE A 6" EASEMENT ALONG EACH SIDE OF THE SIDE LOT LINES AND A 10' EASEMENT ALONG THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
 - 3.) UTILITY EASEMENTS ARE TO BE CENTERED ON UTILITIES AS CONSTRUCTED.
 - 4.) THE FOLLOWING SETBACKS APPLY TO THIS DEVELOPMENT (SOUTHAMPTON):
7' side setback each side
At lots 206 of width > 30' rear setback
 - 5.) DOMESTIC LOT DRAINAGE NOTE:
THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR ANY LOT DRAINAGE REQUIRED TO DISCHARGE TO THE PUBLIC DRAINAGE SYSTEM FROM THE FUTURE LOTS. ALL APPLICABLE BUILDING CODES, FEES OR LOTS SHALL BE REQUIRED TO ACHIEVE "POSITIVE DRAINAGE". THE DRAINAGE FROM THE LOTS SHALL BE DISCHARGED DIRECTLY TO PUBLIC DRAINAGE SYSTEMS INCLUDING BUT NOT LIMITED TO PUBLIC RIGHT-OF-WAYS. BEST PRACTICES AND SPECIFIC DETAILS AS SHOWN WITHIN THIS PLAT. THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL NOT IMPURE THE DRAINAGE PATH TO THE PUBLIC DRAINAGE SYSTEMS.
 - 6.) THERE SHALL BE DRAINAGE AND UTILITY EASEMENTS OVER ALL COMMON AREAS UNLESS OTHERWISE SHOWN.
 - 7.) MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 2-1/2 STORIES OR 45'
 - 8.) THE PARKING SPACES REQUIRED PER LOT.
 - 9.) PROJECT IS BEING BIDDING AT THIS TIME. THEREFORE THE 3RD DRAINAGE & UTILITY EASEMENT ARE FROM DEVELOPMENT PLANS. EASEMENT MAY SPLIT OR BE ADDED UPON THE COMPLETION OF THE 4th-BUILD.
 - 10.) COMMON AREAS TO BE DEeded TO AND MAINTAINED BY HOME OWNERS ASSOCIATION.

APPROVED FINAL PLAT
Date Approved: May 22, 2024
Augusta-Richmond County
Cheryl A. Bell
City Engineer

APPROVED FINAL PLAT
Date Approved: May 22, 2024
Augusta Commission
Cheryl A. Bell
City Engineer

FIELD CLOSURE Augusta Closure 62" Adjustment: Concrete Plat Date: 1/19/2014 Equipment: Tracer (S)	PLAT REFERENCE STATE PLANE COORDINATE SYSTEM OF GEORGIA, EAST ZONE, AND ADJUTANTIAL HARD SPHERICAL CORRECTION OF 0.299806588
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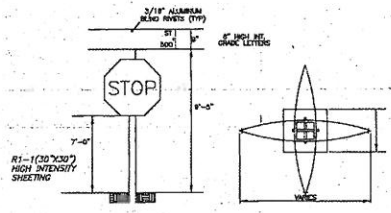
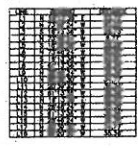
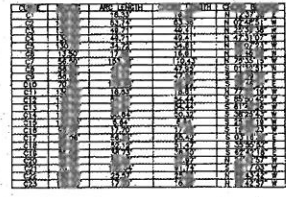
Note: According to FEMA FIRM panel number 13240C0290C, map effective date September 25, 2009, this property is not located in a 100 year floodplain.

As required by subsection (c) of O.C.G.A. Section 19-6-67, this plat has been prepared by a licensed surveyor and approved by all appropriate local jurisdictions for recording is maintained by approved certification, signatures, stamps, or notations thereon. Such approvals or certifications should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any portion thereon. The undersigned hereby accepts certifies that this plat complies with the minimum technical standards for property 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 19-6-67.

William J. Bell 7-20-24
GEORGIA REGISTERED LAND SURVEYOR #2838

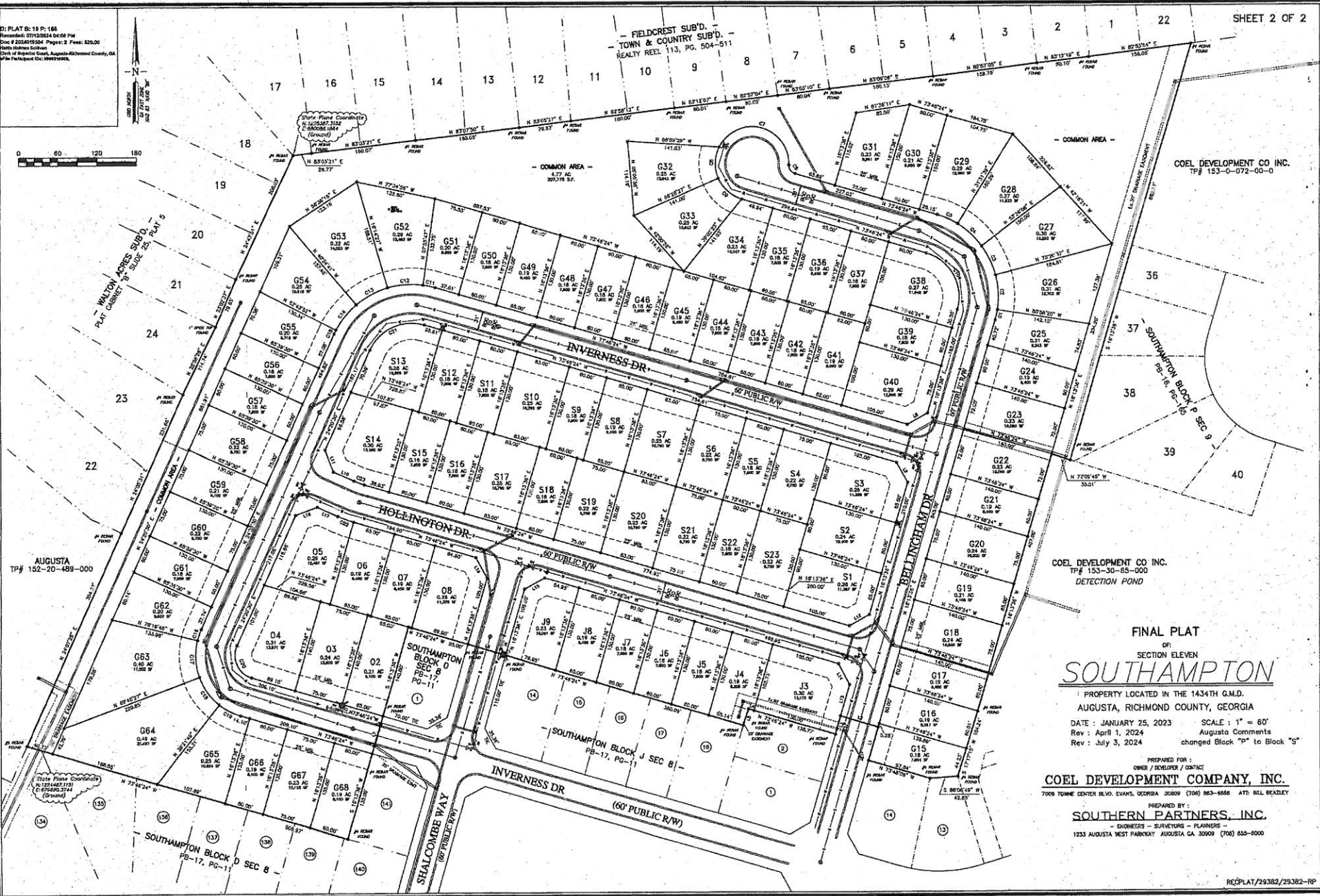
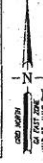


D. PLAT #: 19-6-167
Recorded: 07/12/2024 04:56 PM
Doc # 2024016004 P Page: 2 Fee: \$20.00
Title Insurance Available
Dept of Superior Court, Augusta-Richmond County, GA
174 Professional Ctr. Bldg 1190A



TYPICAL STREET SIGN
TO BE INSTALLED

D: PLAT B: 18 P: 164
Recorded: 07/12/2024 04:08 PM
Doc # 202401894 Project # Final: \$20.00
Title Holder: South
City of Augusta Canal, Augusta- Richmond County, GA
File Participant ID: 18921888A



AUGUSTA
TP# 152-20-489-000

State Plane Coordinates
NAD 1983
GCS NAD83
Zone 18N
Datum: NAD83
Units: Feet
Spheroid: GRS80
Semi-Major Axis: 6378137.0
Semi-Minor Axis: 6356752.3144
Datum Shift: 0.0
False Easting: 500000.0
False Northing: 0.0
Scale Factor: 1.0
Projection: UTM

FIELDCREST SUB'D.
TOWN & COUNTRY SUB'D.
REALTY REEL 113, PG. 504-511

FINAL PLAT OR SECTION ELEVEN SOUTHAMPTON

PROPERTY LOCATED IN THE 1434TH G.M.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA
DATE : JANUARY 25, 2023 SCALE : 1" = 60'
Rev : April 1, 2024 Augusta Comments
Rev : July 3, 2024 changed Block "P" to Block "S"

PREPARED FOR:
OWNER / DEVELOPER / CONTRACTOR
COEL DEVELOPMENT COMPANY, INC.
7009 TOWNE CENTER BLVD. EVANS, GEORGIA 30809 (706) 883-6886 ATTN: BILL BEADLEY

PREPARED BY:
SOUTHERN PARTNERS, INC.
- ENGINEERS - SURVEYORS - PLANNERS -
1233 AUGUSTA WEST PARKWAY AUGUSTA, GA 30909 (706) 855-8000

REC/PLAT/29382/29382-RP

D:\CADD\2024\1894\1894-2\1894-2.dwg 7/12/24 10:55:53 AM 1/20

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

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
Southampton Section 11
Roads, Storm System, and Pond

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **COEL Development Company, 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 the roads, storm sewer system as the same are now located within a certain 60' R/W, and additional drainage and utility easements shown and delineated on the plat titled Southampton Section 11, as prepared by Southern Partners, LLC dated January 25, 2023, last revised July 3, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 167-168; 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 sewer system.


TOGETHER with all that lot or parcel of land shown and designated as Shalcombe Way - 60' R/W, Hollington Drive - 60' R/W, Inverness Drive - 60' R/W, Bellingham Drive - 60' R/W; on the plat titled Southampton Section 11, as prepared by Southern Partners, LLC dated January 25, 2023, last revised July 3, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 167-168; 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.

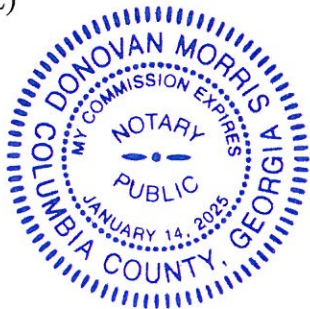
IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in our presence:



Witness

Notary Public, Georgia
(SEAL)



(SEAL)

COEL Development Company, Inc.

By: 

As its: 

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lean Bonner
As Its: Clerk of Commission



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

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
Southampton Section 11
Roads, Storm System, and Pond

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, detention ponds, and appurtenances for Shalcombe Way (60' R/W), Hollington Drive (60' R/W), Inverness Drive -(60' R/W), Bellingham Drive (60' R/W), as shown by a PLAT, titled Southampton Section 11, contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 167-168; 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 # 19, page # 167-168.

(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.

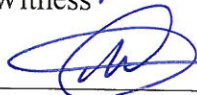
(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship 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.

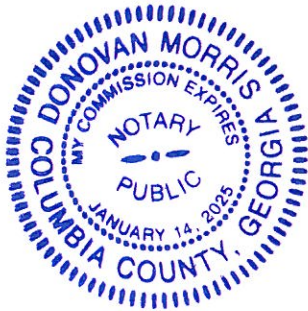
SIGNED, SEALED AND DELIVERED
in our presence:



Witness

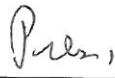


Notary Public, Georgia
(SEAL)



COEL Development Company, Inc.

By: 

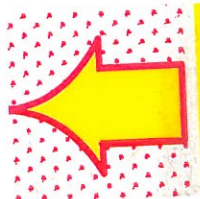
As its: 

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: SOUTHAMPTON, SECTION 11

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Inverness 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 ∅ Inverness Road

Extending NW, NE, then SE approx. 1767.87 ft. to ∅ Bellingham Drive

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

0.33 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)



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

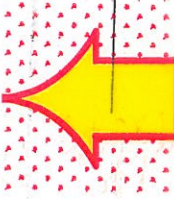
By: _____
Garnett L. Johnson
As Its Mayor

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: SOUTHAMPTON, SECTION 11

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Bellingham 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 ∟ of Bellingham Drive

Extending NE then NW approx. 1097.02 ft to and including a Cul-De-Sac

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

0.21 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

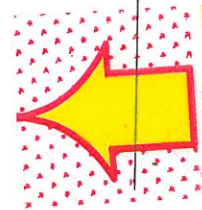
By: _____
Garnett L. Johnson
As Its Mayor

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: SOUTHAMPTON, SECTION 11

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Shalcombe Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Shalcombe Way 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 Shalcombe Way
Extending NE approx. 160.00 ft to ℄ of Hollington Drive
- (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

AUGUSTA, GEORGIA

Witness

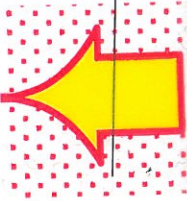
By: _____
Garnett L. Johnson
As Its Mayor

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

**DEED OF DEDICATION
SOUTHAMPTON, SECTION 11**

[Water Distribution System and Gravity Sanitary Sewer System]

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee 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 CO., INC., a Georgia corporation, hereinafter known as **"DEVELOPER"**, owns a tract of land in Augusta, Georgia and in the building of the Southampton, Section 11, housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

WHEREAS, it is the desire of **DEVELOPER**, to deed the water distribution system and the gravity sanitary sewer to **AUGUSTA, GEORGIA**, (hereinafter known as **"AUGUSTA"**), a political subdivision acting by and through the Augusta Commission for maintenance and control; and

WHEREAS, a Record Plat prepared by Southern Partners, Inc., dated January 25, 2023, revised April 1, 2024 and July 3, 2024, approved by the Augusta-Richmond County Planning Commission on May 22, 2024 and the Augusta Commission on May 22, 2024, and was recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 19, Page(s) 167-168, and to which reference is hereby made 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 said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture made this ____ day of ____, 20____, 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 over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat.

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 does further agree that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

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 constructing, laying, relaying, replacing, installing, adding, expanding, 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; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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 whatsoever.

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

Signed, sealed and delivered in the presence of

Elizabeth O'Connell

Witness

[Signature]

Notary Public

State of Georgia

County of Columbia

My Commission Expires: 1/14/25

(SEAL)

COEL DEVELOPMENT CO., INC.

By:

Bill Beazley

As Its:

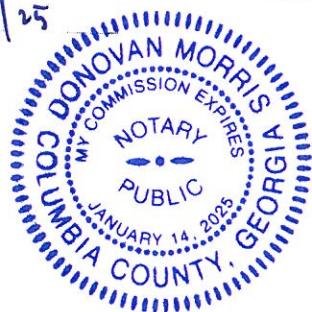
[Signature]

Attest:

Stephen Beazley

As Its:

SCC



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

MAINTENANCE AGREEMENT
SOUTHAMPTON, SECTION 11
(Water Distribution System and Gravity Sanity Sewer System)

THIS AGREEMENT, entered into this _____ day of _____, 20____, 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 "**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 11, 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

[Signature]

Witness

[Signature]

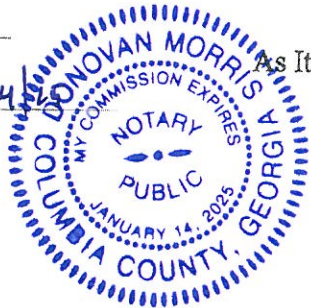
Notary Public

State of Georgia

County of Columbia

My Commission Expires: (SEAL)

1/14/25



DEVELOPER:
COEL DEVELOPMENT CO., INC.

By: *[Signature]*

Bill Beazley

As Its: *[Signature]*

Attest: *[Signature]*
Stephen Beazley

As Its: *[Signature]*

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

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