

AGENDA ITEM NUMBER: \_\_\_\_\_  
EDITION: \_\_\_\_\_

**DATE:** July 31, 2025

**TO:** HONORABLE GARNETT JOHNSON, MAYOR  
MEMBERS OF COMMISSION  
DON CLARK, CHAIRMAN,  
ENGINEERING SERVICES COMMITTEE

**THROUGH:** TAMEKA ALLEN, ADMINISTRATOR

**FROM:** HAMEED MALIK, PHD., PE  
DIRECTOR OF ENGINEERING

**SUBJECT:** DEDICATION OF: HAYNES STATION SECTION 16A  
FILE REFERENCE: 25-005(A)

---

**CAPTION:** Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

**BACKGROUND:** The final plat for this portion of Haynes Station Section 16A was approved by the Commission on June 17, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

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

**ANALYSIS:** This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.

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

**FINANCIAL  
IMPACT:**

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

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

- ALTERNATIVES:**
- 1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16A Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Haynes Station Section 16A.
  - 2. Do not approve and risk litigation.

**RECOMMENDATION:** Approve Alternative Number One.

**REQUESTED AGENDA DATE:** Committee Meeting August 5, 2025

**DEPARTMENT  
DIRECTOR:** \_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENT  
DIRECTOR:** \_\_\_\_\_

**ADMINISTRATOR:** \_\_\_\_\_

**FINANCE:** \_\_\_\_\_

HM/

Attachments

cc: Walt Corbin, PE – Engineering Manager  
Agenda File  
Main File

## 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:** July 31, 2025

**Subject:** Certificate of Completion  
Dedication of Haynes Station Section 16A  
File reference: 25-005(A3)

---

A final inspection has been conducted on the above-mentioned 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 June 17, 2025. 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  
Chyvattee Vassar, Interim Director of Planning and Development  
Terri Turner, Development Services Administrator, Planning & Zoning  
File

#### Engineering Division

452 Walker St., Suite 110 – Augusta, GA 30901

Phone: (706) 821-1706- Fax 706 (821-1708)

[www.augustaga.gov](http://www.augustaga.gov)

**SUBJECT:**  
FRONT; 15' FRONT SETBACK  
SOL. Y. SIDE SETBACK  
REAR 30% OF THE LOT DEPTH NOT TO  
EXCEED 60'.

**CEG POINT #012**  
N=1,253,086.30  
E=838,613.90 (NAD, 1983)  
Elev.= 308.87 (NAVD, 1986)

**CEG POINT #011**  
N=1,253,587.32  
E=864,899.08 (NAD, 1983)  
Elev.= 308.48 (NAVD, 1986)

1. ACREAGE OF PROPERTY.
2. ACREAGE OF DEVELOPMENT.
3. OWNER/DEVELOPER:

COEL DEVELOPMENT COMPANY, INC.  
7009 EVANS TOWN CENTER BLVD  
EVANS, GA. 30809  
PHONE: 706-853-4888  
24 HOUR CONTACT:  
MALE: JOE GILINO

PHONE: 706-535-4635  
4. TAX MAP & PARCEL NUMBER  
5. ZONING:

6. SECTION 16A LOTS:	53 LOTS
7. TOTAL OPEN SPACE:	7.17 AC.
8. MAX BUILDING HEIGHT:	45 FT. (NOT TO EXCEED 2.5 STOREYS)
9. PARKING SPACES PER LOT:	2 SPACES

22.53 ACRES  
19.60 ACRES

064-0-008-00-0  
R-1, WITH SPECIAL EXCEPTIONS &  
STIPULATIONS, SEE ZONING  
CASES Z18-11 AND Z18-12  
53 LOTS  
7.17 AC.  
45 FT. (NOT TO EXCEED 2.5 STORY)  
2 SPACES

AUGUSTA, RICHMOND COUNTY, GEORGIA  
SCALE: 1" = 40'  
MARCH 12, 2025

SCALE: 1" = 40'

SCALE IN FEET

REV. MAY 3, 2023

PREPARED FOR

**PREPARED BY**

7009 TOWN CENTER BOULEVARD, EVANS, GEORGIA 30809

**Coel Development Company, Inc.**

# CRANSTON

465 Ellis Street, Augusta, Georgia 30601  
Telephone 706-722-1891  
Crisco@augusta.ing.net

### HOLES

1. It is desirable that students be informed regarding the role of all drugs and substances in the body, and the effects of these substances on the body. This information should be provided in a manner that is appropriate to the level of the student's knowledge and understanding of the subject.

FINANCED BY CREDITORS. SOME OF THESE FIELD OFFICES ARE FINANCED BY THE UTILITY COMPANIES, AND ARE NOT GUARANTEED.

WETLANDS NOTE:  
LANDS OF WETLANDS DEPICTED ON THIS PLAT WERE PROVIDED BY SHAWNS DYNAMOMETRIC CONSULTANTS, REAFORT, SOUTH CAROLINA.

## WETLANDS NOTICE

DIVERSIONARIAL CONSULTANTS, BEAUFORT, SOUTH CAROLINA.

APPROVED FINAL PLAT

Date Approved: 05/17/2025

APPROVED FINAL PLAN  
(Not Valid Unless Signed)

August 16, 1999

APPROVED FINAL PLAT

9441, "Island Vista" Subpart  
 Approved by Commission

Date: 06/11/2005  
 Signature: [Signature]  
 Title: Commissioner

**SLICK, SIO, COAST GUARDIAN**

[illegible]

JOHN P. HARRIS, ATTORNEY AT LAW, 1000 N. W. 10th St., Miami, FL 33136  
DATE: MAY 05, 2012

PAGE 1 OF 3  
2023-03-10

2023-0310

ANNING PROPERTY LOCATED NORTH OF GORDON HIGHWAY, IN THE 88TH O.K. LOT  
AUGUSTA, RICHMOND COUNTY, GEORGIA  
SCALE: 1" = 40'  
MARCH 12, 2022

PREPARED BY

452 Efile Avenue, Augusta, Georgia 30901  
Telephone 706-722-1568  
CranstonEngineering.com

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 11-22-2011 BY 60322 UCBAW



AS REQUIRED BY REGULATION 66 OF O.C.A., SECTION 10-4-87, THE PLAT HAS BEEN PREPARED BY A LICENSED SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL AGENCIES FOR RECORDING BY THE LAND SURVEYING AND MAPPING DIVISION OF THE MISSISSIPPI DEPARTMENT OF REVENUE. THIS PLAT IS NOT A SUBSTITUTE FOR ANY OTHER RECORDING REQUIREMENTS, AND ANY OTHER RECORDING REQUIREMENTS SHALL REMAIN IN FULL FORCE AND EFFECT. ANY VIOLATION OF ANY OF THE ABOVE-REFERENCED STATUTES OR REGULATIONS SHALL BE CONSIDERED A VIOLATION OF THE MISSISSIPPI DEPARTMENT OF REVENUE'S POLICY. THE LEGAL TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GENERAL ARE SET FORTH IN THE MISSISSIPPI DEPARTMENT OF REVENUE'S POLICY. THE LEGAL TECHNICAL STANDARDS FOR LAND SURVEYING COPIES THAT ARE PLAT COMPLETS WITH THE LAND SURVEYING AND MAPPING DIVISION OF THE MISSISSIPPI DEPARTMENT OF REVENUE ARE SET FORTH IN O.C.A., SECTION 15-8-72.

THOMAS ATTAWAY, GEORGIA (BESTT RED LAND SURVEYOR 251)





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

STATE OF GEORGIA                    )  
  )  
COUNTY OF RICHMOND            )

DEED OF DEDICATION  
Hayne's Station Section 16A  
Roads and Storm System

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **COEL DEVELOPMENT CO., INC.**, a Georgia corporation, 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 sewerage system as the same are now located within a certain 60' R/W and existing as shown and additional drainage and utility easements shown and delineated on a plat titled Hayne's Station Section 16A, as prepared by Cranston Engineering Group, P.C. for Coel Development Company, Inc., dated March 12, 2025, last revised May 5, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 20, Pages 179-181; 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 device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

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

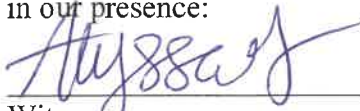
TOGETHER with all that lot or parcel of land shown and designated as Brems Drive – 60' R/W, Collister Court – 60' R/W, and Elbron Drive – 60' R/W; on that plat titled Hayne's Station Section 16A, as prepared by Cranston Engineering, dated March 12, 2025, last revised May 5, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat in Book 20, Pages 179-181, 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

COEL DEVELOPMENT CO., INC.

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

Attest:   
\_\_\_\_\_  
As its: Treasurer

State of Georgia, County of Columbia

My Commission Expires: 1/13/29  
(SEAL)





ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Lena Bonner  
As Its: Clerk of Commission

State of Georgia, County of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

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

STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

## MAINTENANCE AGREEMENT

## Hayne's Station Section 16A Roads and Storm System

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 certain roads, storm drains and appurtenances for Brems Drive 60' R/W, Collister Court 60' R/W and Elbron Drive 60' R/W, as shown by a PLAT, titled Hayne's Station Section 16A, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 179-181, 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 # 20, Page(s) # 179-181.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said 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 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 reinspect 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, 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:

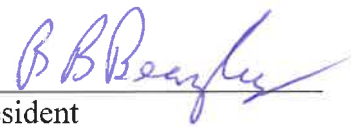
  
Witness

  
Notary Public

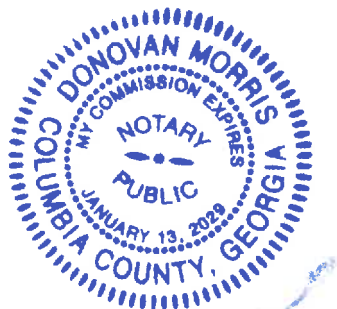
State of Georgia, County of Columbia

My Commission Expires: 1/13/29  
(SEAL)

COEL DEVELOPMENT CO., INC.

By:   
As its: President

Attest:   
As its: Treasurer



ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Lena Bonner  
As Its: Clerk of Commission

State of Georgia, County of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

Return to:  
Augusta Engineering Department  
452 Walker Street Ste 110  
Augusta, GA 30901  
Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE  
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

(a) Points of beginning and ending:

Beginning at E of Elbron Drive

Extending NW then SW approx. 1512.50' to End of Road

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

0.29 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)

Return to:  
Augusta Engineering Department  
452 Walker Street Ste 110  
Augusta, GA 30901  
Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE  
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:  
Beginning at ℄ of existing Collister Court  
Extending SW approx. 177.41' to End of Brems 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 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)

Return to:  
Augusta Engineering Department  
452 Walker Street Ste 110  
Augusta, GA 30901  
Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE  
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Elbron 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 existing Elbron Drive  
Extending SW approx. 432.79' to End of Road
- (b) Length of road to nearest 1/100th mile:  
0.08 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

(Streets May be dedicated at a later date.)

**HAYNE'S STATION, SECTION 16-A**

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, Owner, or Developer the singular part of speech shall be deemed to read as the plural. Wherever herein Augusta, Grantor or Grantee, Owner or Developer is used, the same shall be construed to include the heirs as well, executors, administrators, successors, representatives and assigns of the same. All granted rights and privileges, and all agreements contained in this document shall run with the land and shall be binding upon the heirs, executors, administrators, successors, representatives and assigns of the Grantor, Owner, or Developer.

**WHEREAS, COEL DEVELOPMENT COMPANY, 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 16-A, 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 March 12, 2025, approved by the Augusta-Richmond County Planning Commission on June 17, 2025, approved by the Augusta-Richmond County Commission on June 17, 2025, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 20, Pages 179-181. 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; and

**WHEREAS DEVELOPER** has agreed that **AUGUSTA** will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by **AUGUSTA**. Before said services may be relocated, **AUGUSTA** must be notified as to whom will be relocating the services and permission must be obtained. **AUGUSTA** must be granted the opportunity to inspect the services relocations, before they are covered up.

**NOW, THEREFORE**, this indenture made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, between **DEVELOPER** and **AUGUSTA**,

**W I T N E S S E T H:**

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 DEVELOPER, including, but not limited to Brems Drive, Collister Court and Elbron 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:

COEL DEVELOPMENT COMPANY, INC.

Miki Freeman  
WITNESS

By:

Bill Beazley  
Bill Beazley

As Its:

President

Notary Public  
NOTARY PUBLIC

Attest:

Stephen Beazley  
Stephen Beazley

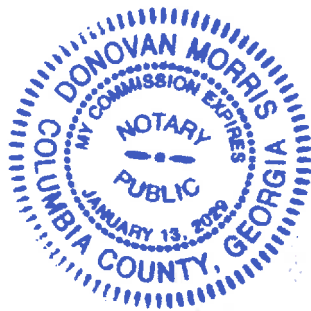
My Commission Expires:

1/13/29

As its:

Pres

SEAL



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)

**STATE OF GEORGIA  
COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT**  
**HAYNE'S STATION, SECTION 16-A**  
**Water Distribution and Gravity Sanitary Sewer Systems**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Developer, COEL DEVELOPMENT COMPANY, INC. , a corporation established under the laws of South Carolina, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

**WITNESSETH**

WHEREAS DEVELOPER has requested that AUGUSTA accept the water distribution and gravity sanitary sewer systems (SYSTEMS), for the subdivision known as Worthington, as shown by a Deed of Dedication (Deed), 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 (18) months;

NOW THEREFORE in consideration of the premises, the expense previously incurred by GSH and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the SYSTEMS for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.

(2) DEVELOPER agrees to maintain all the said SYSTEMS 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 SYSTEMS installed in said subdivision described in the Deed due to failure or poor workmanship, that 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) DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

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

(9) In this Agreement, wherever herein the term 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. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the



signing of this agreement.

(10) 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.

(11) 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.

DEVELOPER:

Signed, sealed and delivered in  
the presence of

COEL DEVELOPMENT COMPANY, INC.

Willie Johnson  
WITNESS

By: BB Beazley  
Bill Beazley

Ch  
NOTARY PUBLIC

As Its: President

Columbia County, Georgia

Attest: Stephen Beazley  
Stephen Beazley

My Commission Expires:  
11/10/29

As its: Pres

SEAL



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)