



## 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:** August 16, 2024

**Subject:** Certificate of Completion  
Dedication of Hearthstone Commons  
File reference: 23-005(A)3

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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 March 15, 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

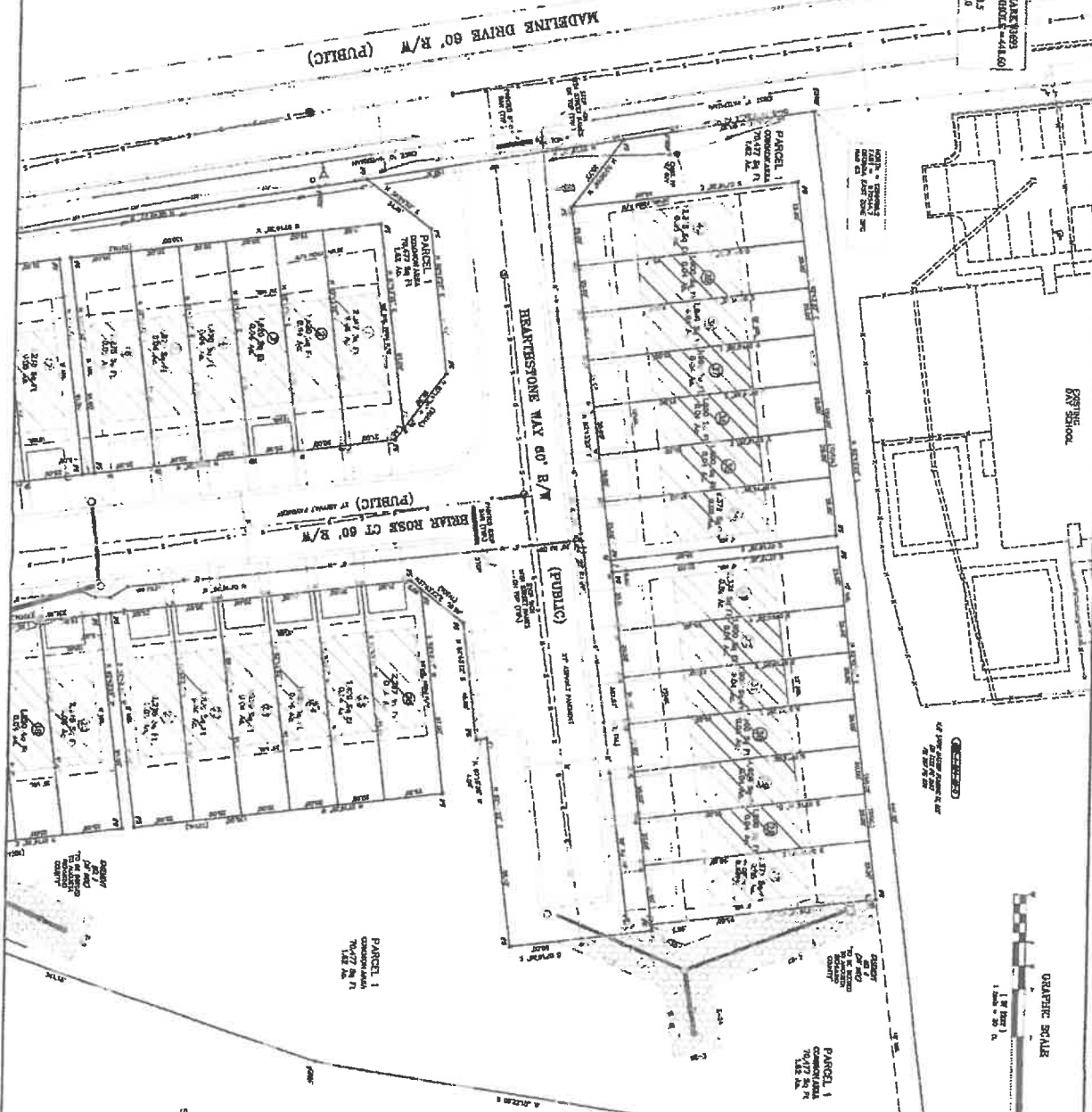
cc: Walt Corbin, P.E., Engineering Manager  
Carla Delaney, Interim Director of Planning and Development  
Kevin Boyd, Development Services Manager  
File



Doc # 2022024556  
 Date 05/13/2022 11:39 AM  
 User  
 Title  
 Project  
 Description

FOR USE OF COURT USE ONLY

BENCHMARK FOR  
 TOP MARKER #4446  
 NAD 83  
 ELEVATION  
 21.883(1)



**RECORD PLAT**  
 OF  
**HEARTHSTONE COMMONS**  
 SURVING PROPERTY LOCATED LOCATED OFF MADRELINE DR  
 AUGUSTA-RICHMOND COUNTY, GEORGIA  
 SCALE 1" = 20'  
 PREPARED BY  
**H&C**  
**Surveying, Inc.**  
 2822-E COMMERCIAL COURT P. O. BOX 21155  
 DORMANT, GA. 30917 PHONE (703) 883-3443  
 SHEET 2 OF 3

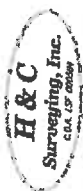


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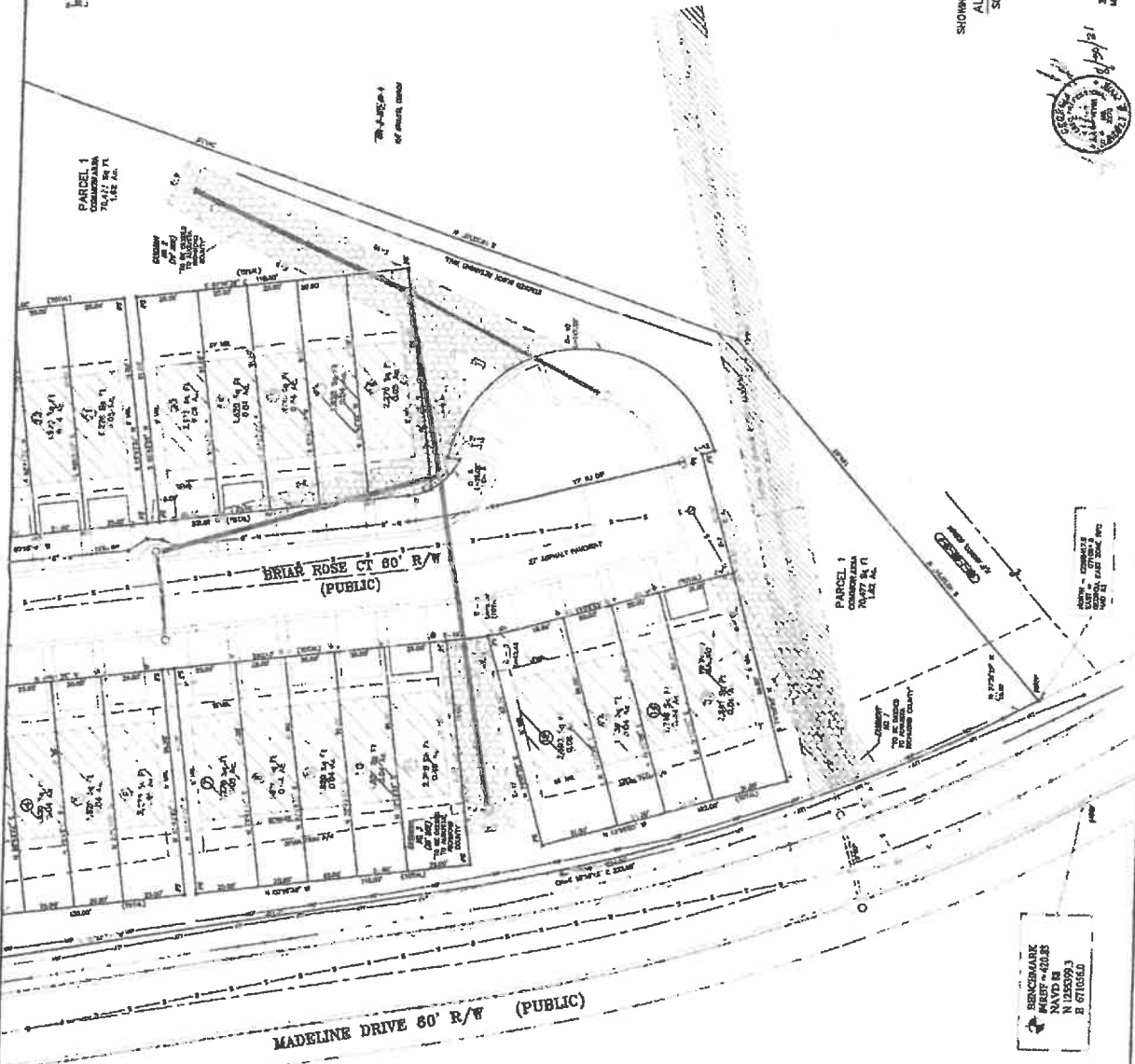
**RECORD PLAT**  
 OF  
**HEARTHSTONE COMMONS**

SHOWING PROPERTY LOCATED OFF MADELINE DR.  
 AUGUSTA-RICHMOND COUNTY, GEORGIA  
 SCALE 1" = 30'  
 PREPARED BY AUGUST 30, 2021



P. O. BOX 21188  
 3822-E COMMERCIAL COURT  
 MARTINEZ, GA. 30017 PHONE (770) 882-3183

**SHEET 3 OF 3**



D: PLAT B: 17 P: 49  
 Doc # 2022024556 Page 3 of 3  
 05/13/2022 11:39 AM  
 AUGUSTA-RICHMOND COUNTY, GA.  
 AUGUST 30, 2021



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BENCHMARK  
 #42238  
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 P. 0110162

FOR THE CLERK OF COURT USE ONLY

Return To:  
Augusta Engineering Department  
452 Walker Street Ste. 110  
Augusta, Ga 30901  
Attn: Diane Hilliard

STATE OF GEORGIA            )  
  )  
COUNTY OF RICHMOND        )

**DEED OF DEDICATION**  
Roads, Storm System, and Pond  
**HEARTHSTONE COMMONS**

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **DOGS RENTAL INVESTMENT, LLC**, 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 storm sewerage system as the same are now located within deeded 60' R/W and existing as shown and delineated on a plat of Hearthstone Commons, as prepared by H & C Surveying INC, dated August 30, 2021, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 17, Pages 47-49; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

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

TOGETHER with all that lot or parcel of land shown and designated as "Hearthstone Way and Briar Rose Court - 60' R/W; on that plat of Hearthstone Commons, as prepared by H & C Surveying INC, dated August 30, 2021, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 17, Pages # 47-49; 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.

TO HAVE AND TO HOLD SAID property and all the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said party of the SECOND PART, its successors and assigns, forever.

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:

Amy Blaschke  
Witness

**DOGS RENTAL INVESTMENT,  
LLC**

By: [Signature]  
Keith Blaschke

As Its: [Signature]  
Title

[Signature]  
Notary Public, Georgia  
My Commission Expires 2026  
(Notary Seal)  
COLUMBIA COUNTY, GEORGIA  
PUBLIC  
SEPTEMBER 07 2026

ACCEPTED:

AUGUSTA, GEORGIA

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

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

(SEAL)



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

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, respectfully described in the 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 # 17, Pages #47-49.

(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.

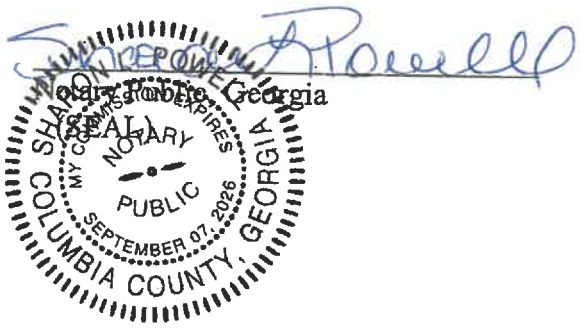
SIGNED, SEALED AND DELIVERED  
in our presence:

Amy Blascke  
Witness

DOG RENTAL INVESTMENT, LLC

By: [Signature]

As its: Manager  
Title



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: Hearthstone Commons

RESOLUTION ADDING ROAD TO THE  
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Briar Rose 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 Hearthstone Way  
Extending South approx. 359.90 ft to cul-de-sac
- (b) Length of road to nearest 1/100th mile:  
0.07 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: Hearthstone Commons

RESOLUTION ADDING ROAD TO THE  
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Hearthstone 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 Madeline Drive  
Extending East 344.50 ft to Termination
- (b) Length of road to nearest 1/100th mile:  
0.07 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**

**EASEMENT DEED OF DEDICATION**  
Water and Gravity Sanitary Sewer Systems  
**HEARTHSTONE COMMONS**

WHEREAS, **DOGS RENTAL INVESTMENT, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as “**DOGS**”, owns a tract of land in Augusta, Georgia, located on the east side of Madeline Drive, off Harper Franklin Avenue, on which there was constructed a residential subdivision known as **Hearthstone Commons**, (the “**Subdivision**”) as shown on that certain plat of **Hearthstone Commons**, prepared by **H&C Survey, Inc.**, dated August 30, 2021, approved by the **Augusta-Richmond County Planning Commission** on March 7, 2022, by the **Augusta Commission** on March 15, 2022, and recorded on May 13, 2022, in **Plat Book 17, Pages 47-49**, in the office of the Clerk of the **Superior Court of Richmond County, Georgia**, (the “**Plat**”). Reference is hereby made to the **Plat** for a more complete and accurate description as to the land herein described; and

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

WHEREAS, it is the desire of **DOGS** to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, (hereinafter known as “**AUGUSTA**”), acting by and through the **Augusta Commission**, for maintenance and control; and

WHEREAS, **AUGUSTA**, by and through the **Augusta Commission**, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, DOGS have agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture is made this \_\_\_\_ day of \_\_\_\_\_ 2024, between DOGS, as Grantor, and AUGUSTA, as Grantee:

**WITNESSETH:**

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

Exclusive twenty-foot (20') easement(s) (unless otherwise noted), in perpetuity, centered over the water distribution system and gravity sanitary sewerage system, as laid out in the aforementioned plat.

Also, an exclusive permanent offsite sanitary sewer easement, shown as Easement No. 1, on said Plat, consisting of 2,160 S. F., or 0.05 Ac.

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 utility 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

DOGS also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the non-exclusive right of ingress and egress to and from said permanent easements for this purpose.

DOGS 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.

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

DOGS RENTAL INVESTMENT, LLC

Ken Rosen  
Witness

By: [Signature]  
Keith Blaschke

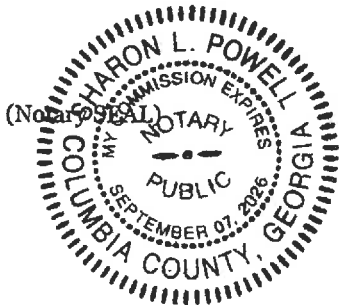
As Its: Manager

[Signature]  
Notary Public

State of Georgia, County of Columbia

My Commission Expires: 9-7-24

(SEAL)



(Signatures continued on next page.)



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)

Seal)

**STATE OF GEORGIA  
COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT**  
**HEARTHSTONE COMMONS**  
Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **DOGS RENTAL INVESTMENT, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "DEVELOPER", and **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the townhome subdivision known as HEARTHSTONE COMMONS, as shown by a Deed of Dedication (the "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 months.

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

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) DEVELOPER agrees to maintain all of the installations laid or installed in said subdivision, 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 subdivision described in the Deed, due to failure or poor workmanship, DEVELOPER shall be responsible for adequate maintenance and repair.

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

(5) If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event DEVELOPER fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

(8) In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include the heirs as well, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

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

DEVELOPER:

Kevin Rosen  
Witness

DOGS RENTAL INVESTMENT, LLC

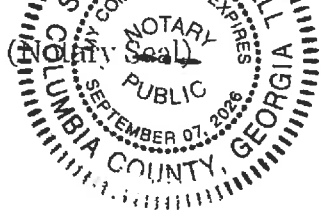
By: Keith Blaschke  
Keith Blaschke

As Its: Keith Blaschke

Sharon Powell  
Notary Public

(SEAL)

State of Georgia, County of Columbia  
My Commission Expires: 9-7-26



ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

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

Garnett L. Johnson  
As Its Mayor

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

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

Attest: \_\_\_\_\_

Lena Bonner  
As Its Clerk of Commission

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

(SEAL)