### 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 ZaH

From:

Richard A. Holliday, Lead Design Engineer

Date:

June 10, 2024

Subject:

Certificate of Completion

Dedication of Granite Hill, Section Four, Phase Five

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 January 2, 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

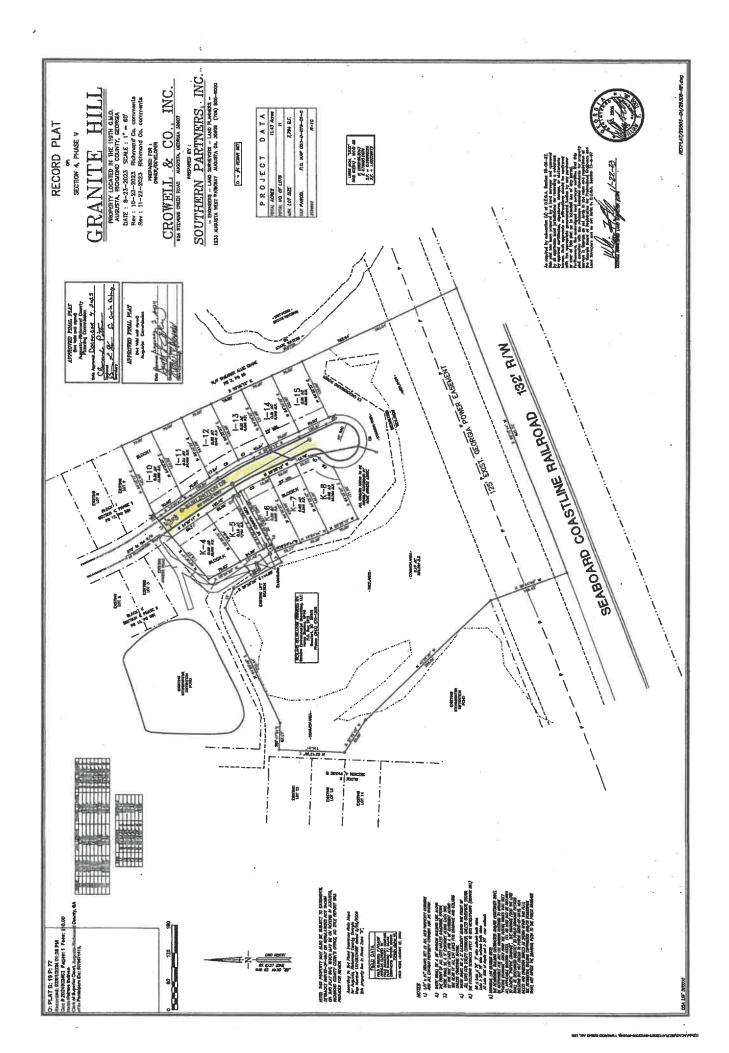
Attachment

cc:

Walt Corbin, P.E., Engineering Manager Carla Delaney, Interim Director of Planning and Development

Kevin Boyd, Development Services Manager

File



STATE OF GEORGIA	)
COUNTY OF RICHMOND	)

# DEED OF DEDICATION GRANITE HILL, SECTION FOUR, Phase V (Roads and Storm Sewer System)

THIS INDENTURE, made and entered into this \_\_\_\_\_day of \_\_\_\_\_, \_\_\_\_, by and between **CROWELL & 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 storm sewerage system as the same are now located within deeded 60' R/W and existing as shown and delineated on a plat of Burlington Drive, as prepared by William F. Todd, Jr., GA RLS, of Southern Partners Inc., dated August 23, 2023, revised October 23, 2023, and November 22, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Reel 19, Page 77; 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 "Burlington Drive - 60' R/W; on that plat of <u>Granite Hill Section 4 Phase V</u>, as prepared by William F. Todd, Jr., GA RLS, of Southern Partners Inc., dated August 23, 2023, revised October 23, 2023, and November 22, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Reel <u>19</u>, Page <u>77</u>, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

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:

Crowell & Company, Inc.

By:

Mark L. Gilliam

As its: CFO

ACCEPTED BY:

AUGUSTA, GEORGIA

By:

Its: Mayor

Attest:

Its: Clerk of Commission

(SEAL)

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

STATE OF GEORGIA	)	MAINTENANCE AGREEMENT
COUNTY OF RICHMOND	)	(Roads and Storm Drainage)
THIS AGREEMENT,	entered into this	day of, 20, by and
between CROWELL & C	O., INC, hereinafter	referred to as "Developer," and
AUGUSTA, GEORGIA, a p	olitical subdivision of	the State of Georgia, acting by and
through its Commission, herein	after referred to as "Au	gusta."
WHEREAS, Develope	requested that Augus	ta, accept certain roads, storm drains
and appurtenances for		, as shown by deed
contemporaneously tendered an	d recorded in the office	e of the Clerk of the Superior Court of
Richmond County, Georgia, in	Realty Reel, pag	e, and
WHEREAS, the City h	as adopted a policy red	quiring the Developer to maintain all
installations laid or installed i	n the subdivision for	a period of eighteen months, which
Augusta accepts by deed;		
NOW, THEREFORE,	in consideration of th	ne premises, the expense previously
incurred by Developer and the r	nutual agreements here	inafter set out, IT IS AGREED that:

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and

appurtenances, respectfully described in the deed contemporaneously tendered herewith to

the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel \_\_\_\_\_, page \_\_\_\_\_.

- (2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date 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, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.
- (5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.
- (6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

## (Continued)

SIGNED, SEALED AND DELIVERED in our presence:	CROWELL & CO., INC.
Witness Notary Public, Georgia (SEAL)	By: Mark L. Gilliam  As its: CFO
(22.12)	ACCEPTED BY:
THE READ THE STONE OF THE PARTY	AUGUSTA, GEORGIA
O O NOTARL & K	Ву:
All Control of the Co	Garnett L. Johnson
OBLIC OS	As Its Mayor
COUNT WILL	Attest:
Manual.	Lean Bonner
	As Its Clerk of Commission
	(SEAL)



## Owner's Certification - Granite Hill Section 4 - Phase 5

I certify that the site improvements to be dedicated are complete and in accordance with the approved plans and specifications, that i know of no defects from any cause in the improvements, and that the improvements are free and clear of any encumbrance or liens. This certification will be based on observations of and supervision of construction by me or my representative. I understand that the final plat will not be approved until this certification has been made.

Signature of Owner/Agent

**Mark Gilliam** 

12-1-23

Printed Name of Owner/Agent

Date

924 Stevens Creek Road

**Mailing Address** 

Augusta, GA 30907

City/State/Zip

706-855-1099

**Phone Number** 

Notary Stamp/Signature/Date

OFFICIAL SEAL KRISTÉN Y. LEVINSOHN NOTARY PUBLIC-GEORGIA **COLUMBIA COUNTY** My Comm, Expires Cct. 20, 2024 SEED COLUMNICATION

Return To: Augusta Engineering Department Survey Section 452 Walker Street Ste. 110 Augusta, Ga 30901

GRANITE HILL, SECTION 4, PHASE V

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

WHEREAS, <u>Burlington Drive</u> is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make <u>Burlington Drive</u> a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that <u>Burlington Drive</u> 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 atBurlington Drive, Section Three
	Extending Southeast to Cul-De-Sac
(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

192	
I .	rected to forward a certified copy of this resolution to: Georgia ventory Section District 2, Post Office Box 8, Tennille, Georgia
Adopted this day	of, 20
ACCEPTED  Witness	AUGUSTA, GEORGIA  By: Garnett L. Johnson
	As Its Mayor
Notary Public State of Georgia, County of My Commission Expires	
(Notary Seal)	(SEAL)
	1

#### STATE OF GEORGIA

#### COUNTY OF RICHMOND

#### **DEED OF DEDICATION**

GRANITE HILL, SECTION FOUR, Phase V
[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter known as "DEVELOPER", owns a tract of land in Augusta-Richmond County, Georgia, off Gordon Highway (US 78), known as Granite Hill, Section V, Phase Three, and in the building of a 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 final plat, of the above stated subdivision, was prepared by Southern Partners, Inc., dated August 23, 2023, revised October 23, 2023, and November 22, 2023, said plat being recorded as being recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 19, Page 77, to which reference to both 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	
2024 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 drawings.

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 whosoever.

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

and the bay and your mot doore without.	
Signed, sealed and delivered in the presence of	CROWELL & CO., INC.
Witness Notary Public State of GOYAA County of UWMDIA	By: O. Lamar Crowell, Jr As Its: CEO  Attest:  Mark L. Gilliam
My Commission Expires: 05.02.24	As Its: CFO and Secretary
PUBLIC OUNTILITIES OF STREET OF STRE	ACCEPTED BY: AUGUSTA, GEORGIA By: Garnett L. Johnson As its Mayor
	Attest: Clerk of Commission
	(SEAL)

Page 3 of 3

# STATE OF GEORGIA COUNTY OF RICHMOND

#### MAINTENANCE AGREEMENT

GRANITE HILL, SECTION FOUR, Phase V (Water Distribution System and Gravity Sanity Sewer Main)

THIS AGREEMENT, entered into this \_\_\_\_\_day of \_\_\_\_\_\_ 2024, by and between CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "AUGUSTA":

#### WITNESSETH

WHEREAS, the DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer main, for the subdivision known as Granite Hill, Section Four, Phase V, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring the DEVELOPER to 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 main were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.
- (2) The DEVELOPER agrees to maintain all the installations laid or installed in said 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) 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 or poor workmanship, the DEVELOPER shall be responsible for adequate maintenance and repair.

- (4) In the event of such failure of the improvements, AUGUSTA shall notify the DEVELOPER and set forth in writing the items in need of repair. The DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.
- (5) If, in the event of an emergency, as determined by AUGUSTA, the DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the DEVELOPER'S expense and allow the DEVELOPER time to make the needed repairs.
- (6) In the event the DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4), 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 all 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 DEVELOPER or AUGUSTA is used, the same shall be construed to include the heirs as well as 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**, the DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

Signed, sea	led and delivered in
the presence	e of
	10

Witness

Notary Public

State of TWYAIA

County of (D)WMDIA

CROWELL & CO., INC.

By: O Lamar Crowell.

As Its: CEO

Attest:

Mark L. Gilliam

As Its: CFO and Secretary

	PTED BY: STA, GEORGIA
Ву:	
	Garnett L. Johnson
	As its Mayor
Attest:	
	Clerk of Commission
	(SEAL)