

AGENDA ITEM NUMBER: _____
EDITION: _____

DATE: November 22, 2023

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
ALVIN MASON, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAKIYAH DOUSE, INTERIM ADMINISTRATOR

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

SUBJECT: DEDICATION OF: TOWNHOMES AT DIAMOND LAKES
FILE REFERENCE: 23-005(A)

CAPTION: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Townhomes at Diamond Lakes. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

BACKGROUND: The final plat for this portion of Townhomes at Diamond Lakes was approved by the Commission on August 15, 2023. 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 Townhomes at Diamond Lakes Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Townhomes at Diamond Lakes
 2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Committee Meeting November 28, 2023

**DEPARTMENT
DIRECTOR:** _____

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

**DEPARTMENT
DIRECTOR:** _____

N/A

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 

From: Richard A. Holliday, Lead Design Engineer 

Date: November 21, 2023

Subject: Certificate of Completion
Dedication of Townhomes at Diamond Lakes
File reference: 23-005(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 Management 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 August 15, 2023. 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

Engineering Division

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

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

www.augustaga.gov

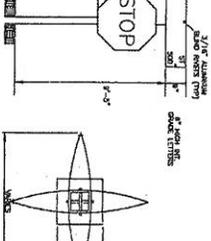
D. S. LAY, P.E., A.P.
 Registered Professional Engineer
 License No. 10000
 State of Georgia
 1000 Peachtree Street, N.E.
 Atlanta, Georgia 30309
 Phone: (404) 525-1100
 Fax: (404) 525-1101
 Email: ds@dsengineering.com

APPROVED FINAL PLAN
 Date: August 15, 2023
 Project: Diamond Lakes
 Applicant: Southern Partners, Inc.
 Approved: [Signature]

APPROVED FINAL PLAN
 Date: August 15, 2023
 Project: Diamond Lakes
 Applicant: Southern Partners, Inc.
 Approved: [Signature]



RECORD PLAT
 OF
**THE TOWNHOMES AT
 DIAMOND LAKES**
 PROPERTY LOCATED WITHIN THE CITY OF AUGUSTA
 AUGUSTA, RICHMOND COUNTY, GEORGIA
 DATE: MAY 11, 2023 SCALE: 1" = 50'
 REV: JUNE 22, 2023 AUGUSTA COMMENTS
 REV: AUGUST 16, 2023 AUGUSTA COMMENTS



TYPICAL STREET SIGN
 TO BE PROVIDED

FIELD DATA

FIELD WORK DATED: 08.15.2023

FIELD SURVEYOR: [Signature]

FIELD CHECKER: [Signature]

FIELD ENGINEER: [Signature]

FIELD SUPERVISOR: [Signature]

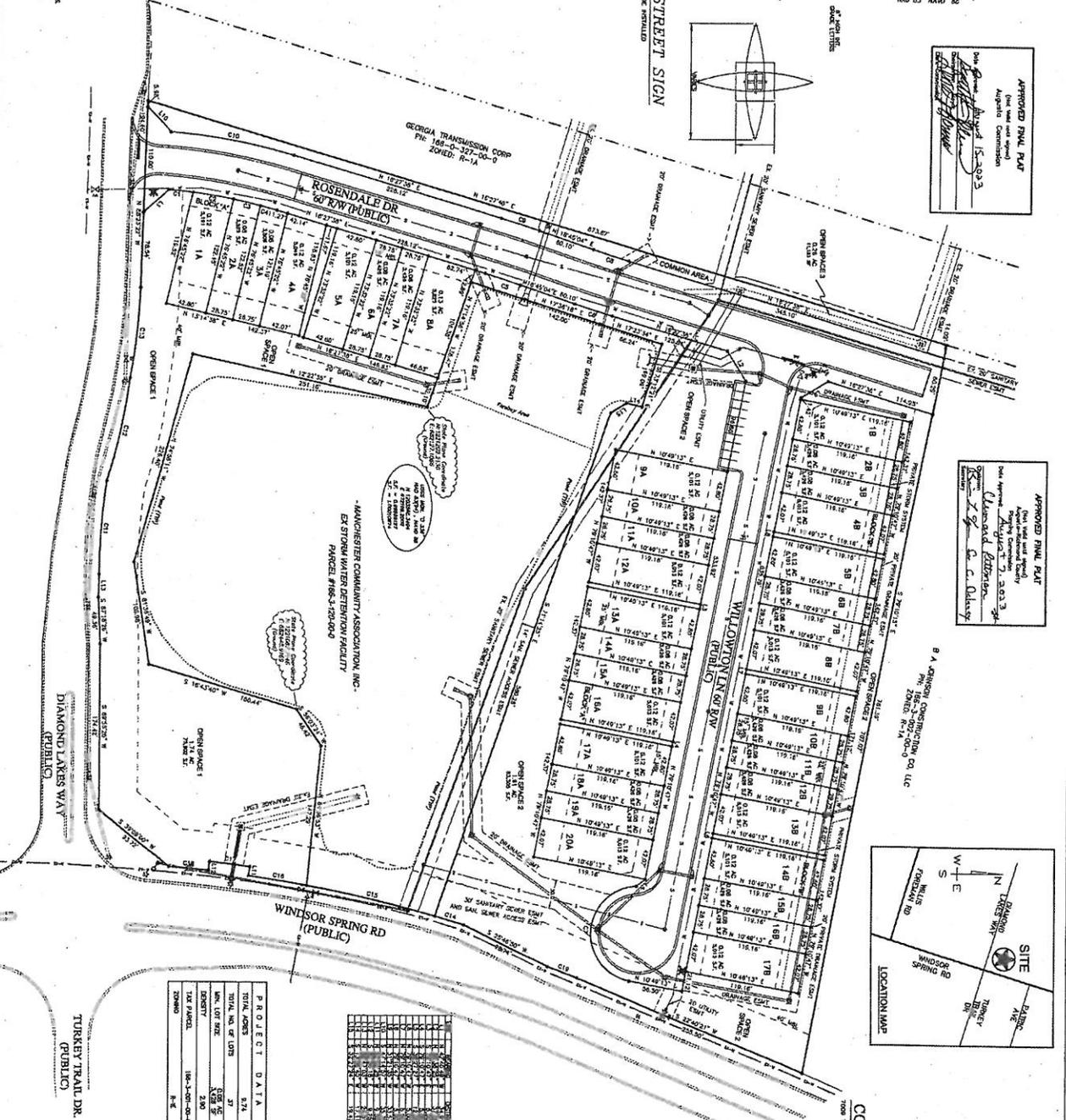
FIELD ASSISTANT: [Signature]

FIELD OPERATOR: [Signature]

FIELD INSTRUMENT: [Signature]

FIELD ACCESSORY: [Signature]

FIELD NOTES: [Signature]



PROJECT DATA

TOTAL ACRES	3.74
TOTAL NO. OF LOTS	37
MIN. LOT AREA	5,000 SQ. FT.
MIN. LOT WIDTH	30.00 FT.
MIN. LOT DEPTH	150.00 FT.
MIN. LOT FRONT SETBACK	10.00 FT.
MIN. LOT SIDE SETBACK	10.00 FT.
MIN. LOT REAR SETBACK	10.00 FT.
MIN. LOT CORNER SETBACK	10.00 FT.
MIN. LOT FRONT YIELD	1.00
MIN. LOT SIDE YIELD	1.00
MIN. LOT REAR YIELD	1.00
MIN. LOT CORNER YIELD	1.00
MIN. LOT FRONT SETBACK	10.00 FT.
MIN. LOT SIDE SETBACK	10.00 FT.
MIN. LOT REAR SETBACK	10.00 FT.
MIN. LOT CORNER SETBACK	10.00 FT.

- NOTES:**
- 1) ACCORDING TO FEMA MAP 15000002G DATED 11/15/2018, THIS PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
 - 2) THE PROPOSED LOT LAYOUTS SHALL BE PROVIDED TO THE CITY OF AUGUSTA FOR REVIEW AND APPROVAL.
 - 3) THE PROPOSED LOT LAYOUTS SHALL BE PROVIDED TO THE CITY OF AUGUSTA FOR REVIEW AND APPROVAL.
 - 4) THE PROPOSED LOT LAYOUTS SHALL BE PROVIDED TO THE CITY OF AUGUSTA FOR REVIEW AND APPROVAL.
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PREPARED BY:
SOUTHERN PARTNERS, INC.
 233 AUGUSTA, GEORGIA
 AUGUSTA, GEORGIA 30606
 PHONE: (706) 555-8000
 FAX: (706) 555-8001
 WWW.SOUTHERNPARTNERS.COM
 AUGUSTA COMMENTS

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
The Townhomes at Diamond Lakes
Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, _____, by and between COEL DEVELOPMENT CO., INC., a Georgia 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 sewer system as the same are now located within deeded 60' R/W and additional drainage and utility easements as shown and delineated on a plat of The Townhomes at Diamond Lakes, as prepared by Southern Partners, Inc., for Coel Development Company, Inc., dated April 24, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book ____, Page _____; 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 devices 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 sewer system

TOGETHER WITH:

All that lot or parcel of land shown and designated as Rosendale Drive – 60' R/W & Willowton Lane – 60' R/W, on that plat of The Townhomes at Diamond Lakes, as prepared by Southern Partners, Inc., dated April 24, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book _____, Page _____ 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, and'

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:

[Signature]
Witness

[Signature]
Notary Public, Georgia

My Commission Expires: 1/14/25



COEL DEVELOPMENT CO., INC.

By: [Signature]
As its: [Signature]

Stephen Beazley Builders, Inc.

By: [Signature]
As its: [Signature]

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest: _____
Its: Clerk of Commission
(SEAL)

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
(Roads, Storm Sewer)

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 a portion of road, named "Rosendale Drive" (60 ft RW) and "Willowton Lane" (60 ft RW), portion of road and additional drainage and utility easements and appurtenances for The Townhomes at Diamond Lakes, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Book ____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed by Developer for a period of eighteen months, which Augusta accepts by deed;

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, storm sewer system within deeded 60' RW and additional drainage and utility easements, 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 Book ____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said development as described in said deed for a period of eighteen months from the date installation accepted by the Augusta. Commission and included in the Augusta, GA road system.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said development 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.

Rhett Reid
WITNESS
[Signature]

NOTARY PUBLIC

Columbia County, Georgia

My Commission Expires: 1/14/25
(Notary Seal)



COEL DEVELOPMENT CO., INC.

By: [Signature]

As Its: [Signature]

Stephen Beazley Builders, Inc.

By: [Signature]

As Its: [Signature]

WITNESS

AUGUSTA, GEORGIA

By: _____

NOTARY PUBLIC

As its: Mayor

_____ County, _____

Attest: _____

My Commission Expires: _____
(Notary Seal)

As Its Clerk of Commission

SUBDIVISION: Townhomes at Diamond Lakes

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Rosendale 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 R/W of Diamond Lakes Way
Extending 864.08 ft. NW to Property Line
- (b) Length of road to nearest 1/100th mile:
0.16 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____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Townhomes at Diamond Lakes

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Willowton Lane a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Willowton Lane 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 Centerline of Rosendale Drive
Extending 643.90 ft. East to and Including Cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.12 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____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Public Streets
THE TOWNHOMES AT DIAMOND LAKES**

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, at the northeast corner of Windsor Spring Road and Diamond Lakes Way, on which DEVELOPER has constructed a housing subdivision known as The Townhomes at Diamond Lakes, 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 Commission (hereinafter known as “**AUGUSTA**”), for maintenance and control; and

WHEREAS, a final plat of the above stated subdivision has been prepared by Southern Partners, Inc. Said plat being is dated May 11, 2023, revised June 22, 2023 and August 16, 2023, approved by the Augusta-Richmond County Planning Commission on August 7, 2023, approved by the Augusta Commission on August 16, 2023, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 18, Pages 157. 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 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;

NOW, THEREFORE, this indenture made this _____ day of _____ 202__, 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), unless a differing width is noted on said plat, 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**.

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

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.

Martin Allen

By:

B B Beazley

WITNESS

Bill Beazley

[Signature]

As Its:

Pres

NOTARY PUBLIC

Attest:

Suzanne Piche
~~Stephen Beazley~~

Columbia County, Georgia

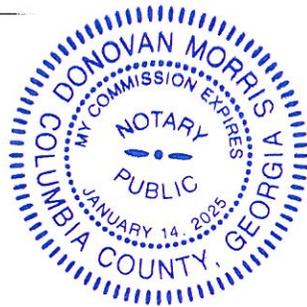
As its:

VP, Treasurer

My Commission Expires:

1/14/25

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)

Seal)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
THE TOWNHOMES AT DIAMOND LAKES
Public Streets
Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this ____ day of _____, 202____, by and between COEL DEVELOPMENT COMPANY, 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 Commission, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as THE TOWNHOMES AT DIAMOND LAKES, 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** 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) The **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) The **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 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, and/or 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 in a reasonable time, as determined by **AUGUSTA**.

(6) In the event the **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 the **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-Richmond County 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.

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.

COEL DEVELOPMENT COMPANY, INC.

Mockus Corn

WITNESS

[Signature]
NOTARY PUBLIC

Columbia County, Georgia

My Commission Expires:

1/14/25

(SEAL)



By:

[Signature]
Bill Beazley

As Its:

[Signature]
Attest: Susan A. Pitech
~~Stephen Beazley~~

As its:

VP, Treasurer

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Hardie Davis, Jr.
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)