

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

**DATE:** APRIL 3, 2025

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

**THROUGH:** TAMEKA ALLEN, ADMINISTRATOR

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

**SUBJECT:** DEDICATION OF: ORCHARD LANDING  
FILE REFERENCE: 23-005(A)

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

**BACKGROUND:** The final plat for this portion of Orchard Landing was approved by the Commission on November 15, 2021. 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 Orchard Landing. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Orchard Landing.
  - 2. Do not approve and risk litigation.

**RECOMMENDATION:** Approve Alternative Number One.

**REQUESTED AGENDA DATE:** Commission Meeting April 15, 2025

**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:** March 24, 2025

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

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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 15, 2021. 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, Director of Planning and Development  
Kevin Boyd, Development Services Manager  
File

**SURETY CERTIFICATION**

AS REQUIRED BY SUBSECTION (b) OF LOCAL SECTION 16-47, THIS APPLICANT CERTIFIES THAT THE INFORMATION PROVIDED HEREON IS TRUE, ACCURATE, AND COMPLETE. THE APPLICANT UNDERSTANDS THAT ANY FALSIFICATION OF INFORMATION ON THIS APPLICATION MAY BE CONSIDERED A VIOLATION OF THE APPLICANT'S OATH OF OFFICE AND MAY BE CAUSE FOR DISCIPLINARY ACTION BY THE BOARD OF SUPERVISORS. THE APPLICANT UNDERSTANDS THAT ANY FALSIFICATION OF INFORMATION ON THIS APPLICATION MAY BE CAUSE FOR DISCIPLINARY ACTION BY THE BOARD OF SUPERVISORS. THE APPLICANT UNDERSTANDS THAT ANY FALSIFICATION OF INFORMATION ON THIS APPLICATION MAY BE CAUSE FOR DISCIPLINARY ACTION BY THE BOARD OF SUPERVISORS.

RECORD PLAT  
OF

3888 PEACH ORCHARD ROAD, AUGUSTA, GEORGIA - TAX PARCEL 155-3-001-00-0

## ORCHARD LANDING

**PREPARED FOR**

## GREENSPACE COMMUNITIES LLC

5747 WHISPERING PINES WAY, EVANS, GEORGIA

DATE: APRIL 19, 2021

**SCALE: 1" = 50'**

REVISIONS	
DATE	DESCRIPTION
5/20/2021	REVIEW COMMENTS
5/26/2022	DOT REVISIONS / CHANGES

PREPARED BY

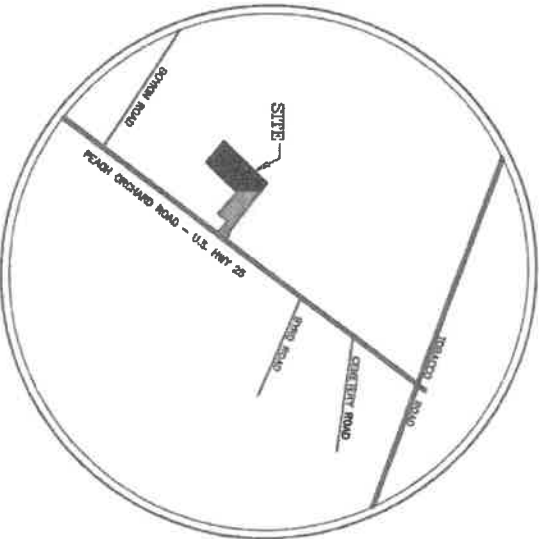


## AYE R Corp

ENGINEERS SURVEYORS PLANNERS  
305 BROAD STREET - AUGUSTA, GEORGIA  
Tel. (706)-722-8808 Fax (706)-722-6188  
email: cyanoacrylate@aol.com



## LOCATION MAP



**1. ESTHETIC**

- PROPERTY OWNER

## NOTES

- [illegible]

## SURVEY NOTES

1. EQUIPMENT USED: TOPCON GP7000K-4, TRIANGLE ELECTRIC CO. AND PRISM
2. INTERVIEW/DATE OF FIELD COMMUNITY-PAVED, HQ-1354602104, DATED 11/16/2016, INDICATES THIS PROPERTY IS NOT LOCATED WITHIN A 100  
FOOT FLOOD BOUNDARY.
3. DATE OF SURVEY: APRIL 16, 2021
4. THIS PLAT OR MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO  
BE ACCURATE WITHIN ONE FOOT IN 433,357 FEET.

## OWNERS ACKNOWLEDGEMENT

DETENTION/RETENTION POINTS AND COMMON AREAS (AS APPLICABLE) ARE THE PRIVATE PROPERTY OF THE COMPANY, WHO HAS FULL AND PERPETUAL RESPONSIBILITY FOR THEIR MAINTENANCE AND REPAIR. THE OWNER REQUESTS THAT ALL TENDERS, BIDDERS, AND ALL COUNTERPARTS, OR BIDDERS, ASSUME AN ACCOUNT OF OR IN CONNECTION WITH THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THE DETENTION/RETENTION POINTS AND COMMON AREAS - AS SPECIFIED IN SECTION HEREIN. THE COMPANY REQUESTS NO LIABILITY OF BOTH FIELD AND GENERAL, AND IN NO MANNER APPROACHES OR ASSUMES LIABILITY OF DETENTION/RETENTION POINTS AND COMMON AREAS.

## PROJECT DATA

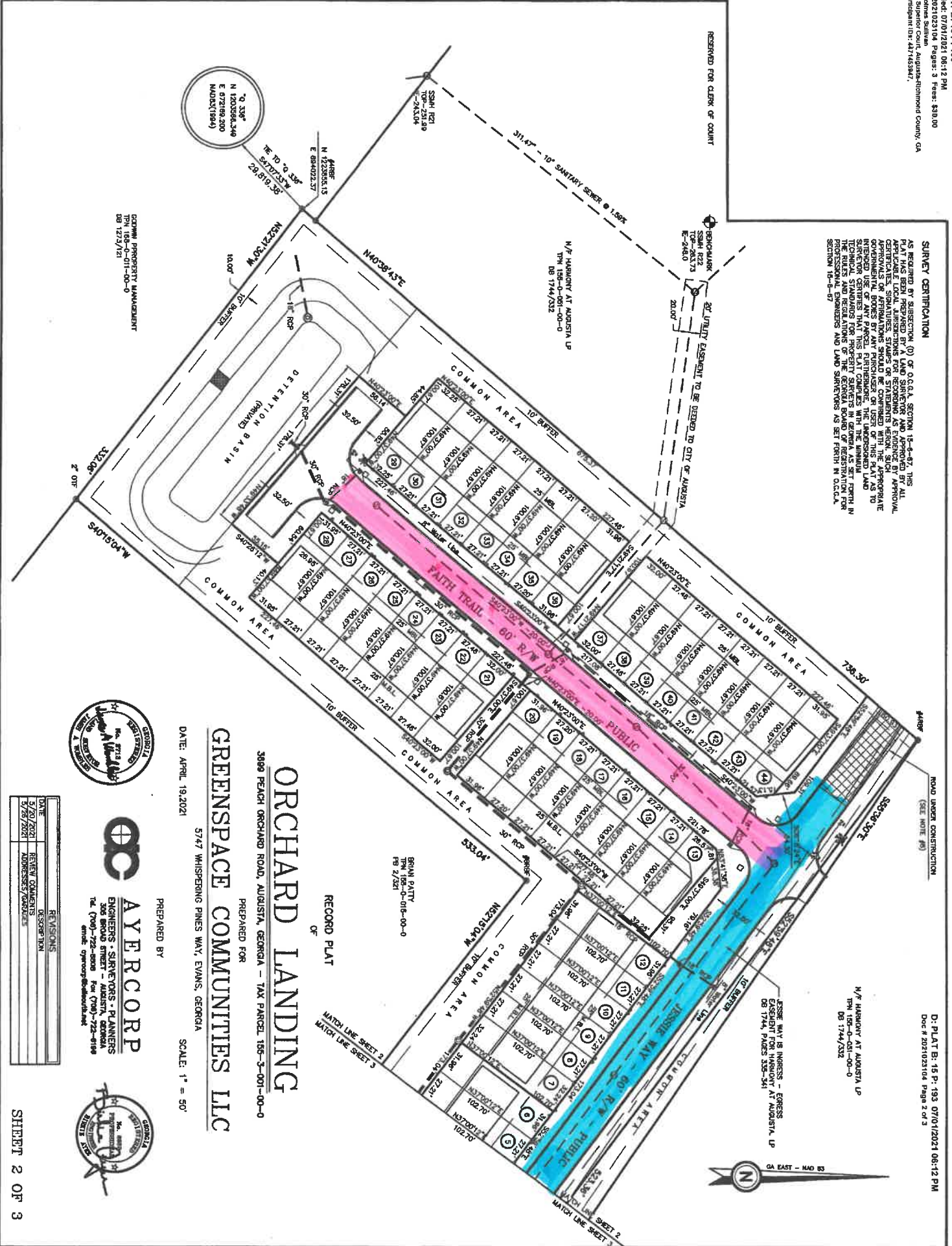
SITE AREA	7,87 AC.
OPEN SPACE AREA	2.01 AC.
OPEN SPACE PERCENTAGE	25.5%
DENSITY	5.58 UITS/ACRE
ZONING	R-21
NO. OF LOTS	44
MINIMUM LOT SIZE	2,738.23 SQ
TAX PARCEL	168-3-001-00-0
SETBACKS:	
FRONT - 35'	
SIDE - 5' (30' LIMITS)	
REAR - 25'	

PASSING SPACES  
REQUIRED 39 SPACES  
44 X 2.25 = 99  
PASSING PROVIDED  
20 X 3 = 64 (PARALLEL UNITS)  
16 X 2 = 32 (NO PARALLEL)  
TOTAL = 116 = 17 EXTRA SPACES

OWNER/DEVELOPER  
GREENSPACE CONSULTANTS, LLC  
OSCAR A. JESSIE  
6347 WEBSTER PARKS WAY  
EVANS, GA 30008  
TEL. 678-812-8978

# **SURVEY CERTIFICATION**

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-4-47, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR IN ACCORDANCE WITH ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCE BY APPROVAL, CERTIFICATE, SIGNATURE, STAMP OR STATEMENTS HEREON, SUCH AS MAY BE REQUIRED BY ANY LOCAL JURISDICTION, AND THE SURVEYOR'S PROFESSIONAL STANDARDS FOR PROPERTY SURVEYS, WITH THE UNDERSTANDING THAT THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL BOUNDERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-4-47.



## **ORCHARD LANDING** **RECORD PLAT** **OF** **GREENSPACE COMMUNITIES LLC**

3889 PEACH ORCHARD ROAD, AUGUSTA, GEORGIA - TAX PARCEL 156-3-001-00-0  
 PREPARED FOR  
 5747 WHISPERING PINES WAY, EVANS, GEORGIA  
 DATE: APRIL 19, 2021  
 SCALE: 1" = 50'



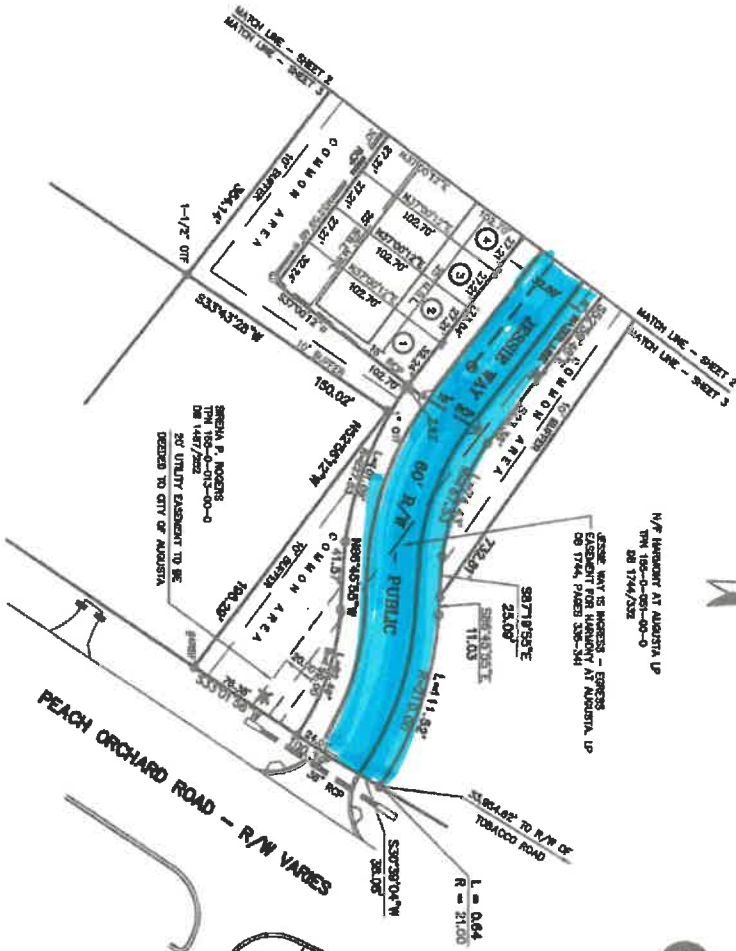
**AYERCORP**  
 ENGINEERS - SURVEYORS - PLANNERS  
 300 SOUTH STREET  
 AUGUSTA, GEORGIA 30601  
 TEL: (706) 726-1100 FAX: (706) 726-0188  
 email: ayercorp@ayercorp.com



DATE	REVISIONS
5/20/2021	REVIEW COMMENTS
5/26/2021	ADDRESS/5/26/2021



LOT INFORMATION							ADDRESS
LOT	FRONT	MEAN	DEPT	RIGHT	BLIND	GRADE	
1	35	35	5	0	30'-0"	Y	1522 4235E HWY
2	35	25	0	0	30'-0"	Y	1504 4235E HWY
3	35	25	0	0	30'-0"	Y	1500 4235E HWY
4	25	25	0	0	30'-0"	Y	1208 4235E HWY
5	25	25	0	0	30'-0"	Y	1210 4235E HWY
6	25	25	0	2	30'-0"	Y	1212 4235E HWY
7	25	25	5	0	30'-0"	Y	1215 4235E HWY
8	25	25	0	0	30'-0"	Y	1218 4235E HWY
9	25	25	0	0	30'-0"	Y	1220 4235E HWY
10	25	25	0	0	30'-0"	Y	1222 4235E HWY
11	25	25	0	0	30'-0"	Y	1234 4235E HWY
12	25	25	0	5	30'-0"	Y	1236 4235E HWY
13	25	25	5	0	30'-0"	Y	2004 FARM TRAIL
14	25	25	0	0	30'-0"	Y	2004 FARM TRAIL
15	25	25	0	0	30'-0"	Y	2008 FARM TRAIL
16	25	25	0	0	30'-0"	Y	2008 FARM TRAIL
17	25	25	0	0	30'-0"	Y	2010 FARM TRAIL
18	25	25	0	0	30'-0"	Y	2012 FARM TRAIL
19	25	25	0	0	30'-0"	Y	2014 FARM TRAIL
20	25	25	0	0	30'-0"	Y	2016 FARM TRAIL
21	25	25	0	0	30'-0"	Y	2018 FARM TRAIL
22	25	25	0	0	30'-0"	Y	2020 FARM TRAIL
23	25	25	0	0	30'-0"	Y	2022 FARM TRAIL
24	25	25	0	0	30'-0"	Y	2024 FARM TRAIL
25	25	25	0	0	30'-0"	Y	2026 FARM TRAIL
26	25	25	0	0	30'-0"	Y	2028 FARM TRAIL
27	25	25	0	0	30'-0"	Y	2030 FARM TRAIL
28	25	25	0	0	30'-0"	Y	2032 FARM TRAIL
29	25	25	0	0	30'-0"	Y	2034 FARM TRAIL
30	25	25	0	0	30'-0"	Y	2036 FARM TRAIL
31	25	25	0	0	30'-0"	Y	2038 FARM TRAIL
32	25	25	0	0	30'-0"	Y	2040 FARM TRAIL
33	25	25	0	0	30'-0"	Y	2042 FARM TRAIL
34	25	25	0	0	30'-0"	Y	2044 FARM TRAIL
35	25	25	0	0	30'-0"	Y	2046 FARM TRAIL
36	25	25	0	0	30'-0"	Y	2048 FARM TRAIL
37	25	25	0	0	30'-0"	Y	2050 FARM TRAIL
38	25	25	0	0	30'-0"	Y	2052 FARM TRAIL
39	25	25	0	0	30'-0"	Y	2054 FARM TRAIL
40	25	25	0	0	30'-0"	Y	2056 FARM TRAIL
41	25	25	0	0	30'-0"	Y	2058 FARM TRAIL
42	25	25	0	0	30'-0"	Y	2060 FARM TRAIL
43	25	25	0	0	30'-0"	Y	2062 FARM TRAIL
44	25	25	0	0	30'-0"	Y	2064 FARM TRAIL
45	25	25	0	0	30'-0"	Y	2066 FARM TRAIL



GREENSPACE COMMUNITIES LLC  
5747 WHISPERING PINES WAY, EVANS, GEORGIA  
DATE: APRIL 10, 2021  
SCALE: 1" = 50'

**ORCHARD LANDING**  
5999 PEACH ORCHARD ROAD, AUGUSTA, GEORGIA - TAX PARCEL 156-3-007-00-0

D: PLAT B: 16 P: 194 07/01/2021 06:12 PM  
Doc # 2021023104 Page 3 of 3

LOT - SIZE				
1	3,311.05 S.F.	23	2,750.23 S.F.	
2	2,796.47 S.F.	34	2,750.23 S.F.	
3	2,796.47 S.F.	35	2,750.23 S.F.	
4	2,796.47 S.F.	36	2,750.23 S.F.	
5	2,796.47 S.F.	37	2,750.23 S.F.	
6	3,309.28 S.F.	28	3,251.41 S.F.	
7	3,311.05 S.F.	30	3,250.61 S.F.	
8	3,311.05 S.F.	30	2,750.23 S.F.	
9	3,311.05 S.F.	31	2,750.23 S.F.	
10	3,311.05 S.F.	32	2,750.23 S.F.	
11	3,311.05 S.F.	33	2,750.23 S.F.	
12	3,309.28 S.F.	34	2,750.23 S.F.	
13	3,309.28 S.F.	35	2,750.23 S.F.	
14	2,750.23 S.F.	36	3,251.41 S.F.	
15	2,750.23 S.F.	37	3,251.41 S.F.	
16	2,750.23 S.F.	38	2,750.23 S.F.	
17	2,750.23 S.F.	39	2,750.23 S.F.	
18	2,750.23 S.F.	40	2,750.23 S.F.	
19	2,750.23 S.F.	41	2,750.23 S.F.	
20	3,251.41 S.F.	42	2,750.23 S.F.	
21	3,251.41 S.F.	43	2,750.23 S.F.	
22	2,750.23 S.F.	44	3,150.25 S.F.	

Return To:  
Augusta Engineering  
452 Walker Street, Suite  
Augusta, Georgia 30901  
Attn: Diane Hilliard

STATE OF GEORGIA                    )  
  )  
COUNTY OF RICHMOND            )

**DEED OF DEDICATION**  
**ORCHARD LANDING PHASES 1, 2 and 3**  
**ROADS AND STORM SYSTEM**

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **GREENSPACE COMMUNITIES, 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 and existing as shown and delineated on a plat of ORCHARD LANDING, as prepared by AYERCORP,

dated April 19, 2021 as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet B in Plat Book 15, Pages 192-194 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 "ORCHARD LANDING" including Jessie Way (Phase 1) and Faith Trail (Phases 2 and 3) on that plat of GREENSPACE COMMUNITIES, LLC as prepared by AYERCORP dated April 19, 2021, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 15 Pages 192-194, 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.

As Evidenced by its acceptance of this deed, the Grantee agrees to incorporate and maintain said street(s) and roadway(s), drainage within R/W systems into its streets and utilities in Richmond County.

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 an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.



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

SIGNED, SEALED AND DELIVERED  
in our presence:



Witness




Notary Public, Georgia  
(SEAL)



(SEAL)

GREENSPACE COMMUNITIES  
LLC.

By:  (Seal)  
Oscar Jessie

As its: President

ACCEPTED BY:

AUGUSTA, GEORGIA

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

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

Return To:  
Augusta Engineering  
452 Walker Street, Suite  
Augusta, Georgia 30901  
Attn: Diane Hilliard

STATE OF GEORGIA                    )  
  )  
COUNTY OF RICHMOND            )

**MAINTENANCE AGREEMENT**  
**ORCHARD LANDING PHASES 1,2 and 3**  
**Roads and Storm System.**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GREENSPACE COMMUNITIES, LLC**, hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, and appurtenances for Jessie Way (60' R/W) and Faith Trail (60' R/W), as shown by a PLAT titled ORCHARD LANDING contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 15 Pages # 192-194 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 # Book # 15 Pages # 192-194.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the said Deed of Dedication due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then re-inspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.

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


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

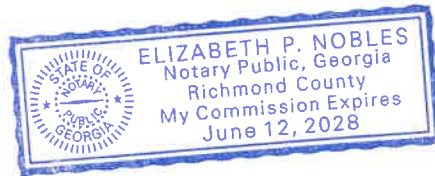
IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in our presence:

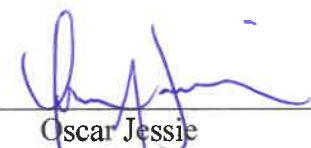
GREENSPACE COMMUNITIES,  
LLC

Witness

  
Notary Public, Georgia  
(SEAL)



(SEAL)

By:   
Oscar Jessie

As its: President

ACCEPTED BY:

AUGUSTA, GEORGIA

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

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

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

SUBDIVISION: ORCHARD LANDING

RESOLUTION ADDING ROAD TO THE  
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Jessie 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 Western most R/W of Peach Orchard Road  
Extending 778.76' NW to End
- (b) Length of road to nearest 1/100th mile:  
0.15 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: ORCHARD LANDING

RESOLUTION ADDING ROAD TO THE  
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Faith Trail a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Faith Trail 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 Jessie Way

Extending 557.35' SW to ℄ and including Hammerhead

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

0.11 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  
ORCHARD LANDING**

WHEREAS, **GREENSPACE COMMUNITIES, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as “DEVELOPER”, owns a tract of land in Augusta, Georgia, located on the west side of Peach Orchard Road (TMP 155-3-001-00-0/3699 Peach Orchard Road) , on which there was constructed a residential subdivision known as Orchard Landing, (the “Subdivision”) as shown on that certain plat prepared by AyerCorp, dated April 19, 2021, approved by Augusta Planning & Development on June 7, 2021, by the Augusta Commission on June 15, 2021, and recorded on July 1, 2021, in Plat Book 15, Pages 192-194, 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 DEVELOPER 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, 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 is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, between DEVELOPER, as Grantor, and AUGUSTA, as Grantee:

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

THAT DEVELOPER, 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.

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

DEVELOPER 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.

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.

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

  
Witness

GREENSPACE COMMUNITIES, LLC

By: 

Osman Jacek  
Printed Name

As Its: President

Title

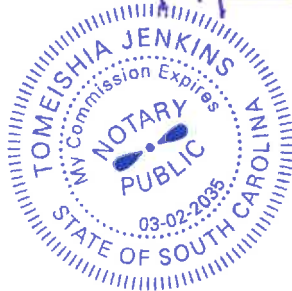
  
Notary Public

State of Georgia, County of Richmond

My Commission Expires: 3/2/35

(SEAL)

(Notary SEAL)



(Signatures continued 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)**

(Notary Seal)



**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT**

**ORCHARD LANDING**

**Water Distribution System and Gravity Sanitary Sewer System**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between GREENSPACE COMMUNITIES, LLC, a Georgia limited liability company, 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 system, for the subdivision known as ORCHARD LANDING, off Peach Orchard Road, 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 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 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, 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 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, 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, sealed, and delivered in  
the presence of

DEVELOPER:

GREENSPACE COMMUNITIES, LLC

Witness

By:

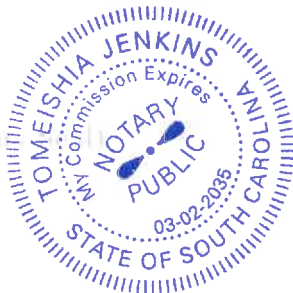
[Signature]  
OSCAR JESSIC  
Printed Name

[Signature]  
Notary Public  
State of Georgia, County of Aiken

As Its:

President  
Title

My Commission Expires: 3/2/35



(Signatures continued on the next page.)

ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

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

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

(SEAL)

( )