

AGREEMENT REGARDING PARKING LOT AT 5601 VETERAN'S PARKWAY

WHEREAS, the Columbus, Georgia Consolidated Government (hereinafter "CCG") holds the primary leasehold interest in the property owned and leased to it by the Columbus Building Authority which is located at 5601 Veteran's Parkway, Columbus, Georgia, and more specifically described in the survey attached as Exhibit A (hereinafter, "the Premises"); and

WHEREAS, the Adjacent Landowner, Old Gregg, LLC, located at 5547 Veteran's Parkway in Columbus, Georgia has a waterline that runs across the parking lot area of the Premises pursuant to an Easement shown on the plat attached as Exhibit B below; and

WHEREAS, the waterline ruptured, causing damage to the parking lot of the Premises: and

NOW THEREFORE, the parties have agreed to resolve all claims relating to the damage to the parking lot on the following basis:

1. Adjacent Landowner will at its own expense engage Wolford Contracting Company and Gordy Construction Company (hereinafter, "the Contractor") as the contractor to repair the damage to the parking lot. Repair shall be made in accordance with the proposal document attached hereto as Exhibit C, and Adjacent Landowner and Contractor will be responsible for obtaining all legally required permits for the work. The water pipe will be capped and abandoned by the Adjacent Landowner who hereby releases any rights to continue to use the water pipe. After capping the pipe, the contractor will repair all damaged surfaces of the parking lot which are designated on Exhibit C.
2. Adjacent landowner will warrant the parking lot repairs for a period of two years from the "Completion Date" which is defined as the date on which the completed work required under this agreement is inspected and accepted by CCG.
3. The Adjacent Landowner shall require the contractor to supply a performance bond covering its work in favor of the CCG in form acceptable to the CCG. The bond shall cover the work up to and including a period of two years after the Completion Date. The Contractor shall also provide proof of liability insurance satisfactory to the CCG and naming it as an additional insured for the period while Contractor is working on the Premises.
4. CCG hereby releases any additional claims against Old Gregg, LLC arising out of the water damage to the Premises caused by the water pipes shown on Exhibit B except the ability to enforce the terms of this Agreement in the courts of law or equity.
5. After the Completion Date, assuming compliance with all of the terms of this Agreement, CCG will prepare and file in the real estate records of the Muscogee County Superior

Court a release extinguishing any easement held by the Adjoining Property Owner which allowed the placement of the waterlines shown on Exhibit B.

Entered into this 7 day of June, 2023.

Old Gregg, LLC

By: 

Title: Owner

**Columbus, Georgia
Consolidated Government**

By: _____
Isaiah Hugley, City Manager

Attest:

Sandra T. Davis, Clerk of Council

Witness: 

SEAL

Notary Attestation

Judy Johnson
NOTARY PUBLIC
MUSCOGEE COUNTY, GEORGIA
My Commission Expires
01/11/2025