

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

Water and Gravity Sanitary Sewer Systems
Private Street (May be dedicated at a later date.)

PORCELAIN COURT
Formerly Known As ANNA COURT

THIS AGREEMENT, entered into this ____ day of _____, 2023, by and between CHILLMILL, LLC, a Georgia limited liability 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, within the private street known as PORCELAIN COURT, 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 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, 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.

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.


DEVELOPER:



Witness


Notary Public

CHILLMILL, LLC

By: 
Fred Sims

As Its: Managing Partner

State of Georgia, County of Columbia
Notary Public, Columbia County, Georgia
My Commission Expires: Feb 24, 2025

(Notary Seal)

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)