

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
Water and Gravity Sanitary Sewer Systems
Private Streets (Streets may be dedicated at a later date.)
SPIRITS CROSSING COMMUNITY

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between 33H 96SFR LLC, a company established under the laws of the State of Georgia, hereinafter referred to as the "OWNER," 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 OWNER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as Spirits Crossing Community, 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 that OWNER 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) OWNER 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) OWNER 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, that OWNER shall be

responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify OWNER and set forth in writing the items in need of repair. OWNER 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, OWNER 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 OWNER'S expense and allow OWNER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event OWNER 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 OWNER 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 will 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 OWNER 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.

(10) This agreement shall run with the land.

IN WITNESS WHEREOF OWNER 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:

33H 96SFR LLC

[Signature]
Witness

[Signature] (Seal)
Sanjay Raghavaraju

[Signature]
Notary Public

State of Georgia, County of Fulton

As the: Managing Member

My Commission Expires: 10/31/25

(Notary Seal)

(Signatures continue on next page.)



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)