

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

**Water Distribution System Only
Streets and Storm Drainage to be Private
PREMIER ESTATES**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between Advanta IRA Administration, LLC FBO Bernadette Hughes IRA #1520129 (90.5%) and Advanta IRA Administration, LLC FBO Glen Hughes IRA #15242729 (9.5%), hereinafter referred to as the "ADVANTA", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS, ADVANTA has requested that AUGUSTA accept the water distribution system, for the subdivision known as Premier Estates, which is a gated 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 ADVANTA to maintain water distribution system 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 ADVANTA and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system has been duly inspected by the Augusta Utilities Department and said system did pass inspection.

(2) ADVANTA agrees to maintain all the installation 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) ADVANTA agrees that, if during said eighteen-month period there is a failure of the installation laid or installed in said subdivision described in the Deed due to failure or poor workmanship, ADVANTA shall be responsible for adequate maintenance and repair.

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

(6) In the event ADVANTA fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (3), paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and ADVANTA 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 and said payment shall 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 herein ADVANTA 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.

(10) This agreement shall run with the land.

IN WITNESS WHEREOF ADVANTA 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:

Advanta IRA Administration, LLC FBO
Bernadette Hughes IRA #1520129
(90.5%) and Advanta IRA Administration,
LLC FBO Glen Hughes IRA #15242729
(9.5%)

Jack Pike
Witness

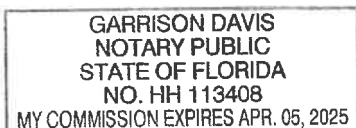
By: Brett Lawton AAS

Printed Name: Brett Lawton

As Its: Authorized Signatory

Garrison Davis
Notary Public
State of Florida, County of Pinellas

My Commission Expires: 4/5/25



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)