

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

TOWNHOMES AT WINDSOR, PHASE 2

Private Streets

(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between WINDSOR TOWNHOMES OF AUGUSTA, LLC, a Georgia corporation, hereinafter referred to as the "DEVELOPER", 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, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as Townhomes at Windsor, Phase 2, 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 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 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) DEVELOPER agrees to maintain all the installations laid or installed in said subdivisions 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) 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) DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

(5) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. 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.

(6) If, in the event of an emergency, as determined by AUGUSTA, 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 DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(7) In the event DEVELOPER fails to comply with the terms of this agreement and 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 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 and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(9) In this Agreement, wherever herein the term 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. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the signing of this agreement.

(10) 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.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, 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:

WINDSOR TOWNHOMES OF AUGUSTA, LLC

Signed, sealed and delivered in the presence of

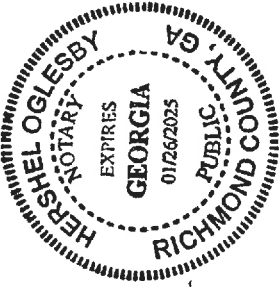
Joyany M Chapman
Witness

[Signature]
By:

Mark A. Green

As Its: Member

[Signature]
Notary Public
State of GEORGIA



County of RICHMOND

My Commission Expires: 1/26/2025
(SEAL)

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: Garnett L. Johnson
As Its Mayor

Notary Public

Attest: Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)