

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

PIN: 022-3-002-00-0 ADDRESS: 102 Mason McKnight Jr Parkway
Utilities – Water and Gravity Sanitary Sewer

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between THE SHOPPES AT APEX, LLC, a Georgia limited liability company, 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 the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water and gravity sanitary sewer pipelines, for the above referenced property, 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 and gravity sanitary sewer pipelines on the above referenced property, respectively described in the Deed of Dedication contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water and sanitary sewer pipelines were duly inspected by the Augusta Utilities Department and said pipelines did pass said inspection.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said right-of-way, or easement, as described in said Deed of Dedication for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(3) The **DEVELOPER** agrees that, if during said eighteen-month period there is a failure of the installation laid or installed in said right-of-way, or easement, described in the said Deed of Dedication 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 and to pay same immediately upon invoice.

(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.

THE SHOPPES AT THE APEX, LLC

C. C. C. C.
WITNESS

Denise Reed
NOTARY PUBLIC

Richmond County, State of Georgia

My Commission Expires

(SEAL)



By: ✓ [Signature]
Mason McKnight, III

As Its: Member Manager

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____

Garnett Johnson
As Its Mayor

Notary Public

State of Georgia, County of _____

Attest: _____

Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)