

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

(18 Month Warranty on the Water Distribution System and Gravity Sanitary Sewer System, with a 36
Month Warranty on a Portion of the Gravity Sanitary Sewer System)
KNOX PLACE, PHASE 1

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between SOUTH AUGUSTA LAND HOLDINGS, LLC, a corporation established under the laws of the State of Georgia, hereinafter referred to as "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta 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 Knox Place, Phase 1, 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 DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen (18) months; and

WHEREAS DEVELOPER has agreed to an exception to the eighteen-month warranty rule, for a portion of the gravity sanitary sewer hereinafter described in this document, and will extend the warranty on that particular portion of gravity sanitary sewer for an additional eighteen (18) months for a total of thirty-six (36) months; and

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 subdivision(s) 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) 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.

(5) 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.

(6) In the event DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (3) 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.

(7) All items in this Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission, except for paragraphs (8) and (9).

(8) Extension of warranty on a portion of gravity sanitary sewer:

- a. DEVELOPER shall extend its present Warranty Bond, through the Planning and Development Dept., on or before the signing of these dedication documents, for an additional eighteen (18) months, for a total of thirty-six (36) months, on a portion of the gravity sanitary sewer. Said portion consists of the manholes A1 and A2 and the pipeline running between them (under Willis Foreman Road and down Dolphin Way).
- b. DEVELOPER shall have the bond amount set at two hundred and fifty thousand dollars (\$250,000).
- c. DEVELOPER shall have the bond made payable to the Augusta Utilities Dept./Knox Place, Phase 1.
- d. DEVELOPER agrees that at any time during the thirty-six months warranty the criterion for the Augusta Utilities Dept. calling in the bond shall be if the above described portion of gravity sanitary sewer is unable to flow freely as per the engineer's design two (2) times within a six (6) month period of time. Said criterion includes, but is not limited to, pumping out, auguring, drilling, jetting and cleaning.
- e. In the event of such failure of the above described portion of gravity sanitary sewer, prior to calling in the bond, 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. The proposed plan must be approved by AUGUSTA and the repairs pass AUD testing.
- f. DEVELOPER agrees that any and all rules, regulations, directives, responsibilities

and liabilities, as stated in this document also apply to the portion of gravity sanitary sewer described in this exception.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

Signed, sealed and delivered in
the presence of

[Signature]
Witness

DEVELOPER:
SOUTH AUGUSTA LAND HOLDINGS, LLC

By: [Signature]
A. Dennis Trotter

[Signature]
Notary Public
State of Georgia County of Columbia

As Its: Manager

My Commission Expires: 10/03/25

(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)

(NOTARY SEAL)