

After recording return to:
Archer & Lovell PC
PO Box 1024
Cartersville, GA 30120

STATE OF GEORGIA
COUNTY OF BARTOW

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT
(Water Lines – Emerson RV Park)

THIS AGREEMENT, made and entered the _____ day of _____, 2023, by and between, **METRO RV EMERSON, LLC** (hereinafter referred to as “Grantor”), and the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation, (hereinafter referred to “Grantee”), provides as follows:

For and in consideration of the approval of a final plat of development in Bartow County, Georgia, approved by the City of Cartersville Water Department, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor, being the owner of fee simple title to all lands shown and depicted upon said Development Plans for Emerson RV Park, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A,” does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all water lines, water meters, fire hydrant assembly, fire service and vault, and other facilities and infrastructure and other public purposes in accordance with the construction plans as approved for Emerson RV Park, Cartersville, Georgia. Grantor hereby warrants that this

conveyance is free and clear of any liens and encumbrances, except those specifically made known to and accepted by the City in writing.

GRANTOR shall procure a Letter of Credit from _____ (bank) or Maintenance Bond from The Hartford (bonding company) in the amount of \$ 36,165⁵⁰ consisting of 25% of the total cost of the water lines, water meters, fire hydrant assembly, fire service and vault, and other facilities and infrastructure and other public purposes and related improvements. The Maintenance Bond/Letter of Credit shall be issued to Grantee and shall expire pursuant to the conditions stated therein.

Grantor does hereby agree to hold the Grantee harmless for a period of eighteen (18) months from the date of written acceptance by the Grantee and installation by Grantor, of all the water and sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and related facilities and infrastructure, installed in accordance with the construction plans as approved and agrees that the City of Cartersville shall not be liable for claims of damages resulting from negligence in the design, construction installation, maintenance and/or permitting of said improvements, including without reservation any claims for flooding or diversion of surface water caused or created by said development and activities performed on private property by the Grantor, its heirs, successors and assigns. Should any such claim be made against Grantee during the period of this Agreement, Grantor agrees and warrants that upon written notice thereof it will, as its sole cost and expense, defend and indemnify the Grantee fully from any such action. Utilities owned and operated by a governmental body or public utility company not constructed by the Grantor or its contractor shall be the responsibility of the utility and not the Grantor.

At the end of the twelve (12) month maintenance period, the Grantee shall perform an inspection of the development. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the twelve (12) month maintenance period. If repairs are needed for the improvements to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee. If the repairs are not completed, the Maintenance Bond/Letter of Credit shall be called in to pay for the repairs. Should the amount of the Maintenance Bond/Letter of Credit be inadequate to pay for the repairs, the developer shall pay the remaining amount. Should the Grantor complete necessary maintenance repairs, he shall request in writing to the Grantee for inspection of the maintenance repairs. The Grantee shall make inspection and notify the developer of the inspection results. If the maintenance repairs meet City standards, the Grantee will provide written approval of the improvements and shall assume responsibility for the future maintenance of improvements within the road right-of-way, water and sanitary sewer utilities and all other facilities as provided by law; provided, however, this responsibility shall not commence in any instance where repairs or corrections have not been completed on any claim for which written notice was given to the Grantor during the eighteen (18) month period until such repairs or corrections are complete.

Grantor further covenants that all conveyances of title subsequent hereto shall be subject to the warranties and agreements set forth herein and that subsequent conveyance of title shall not constitute a release of Grantor from the obligations herein assumed.

[SIGNATURE ON NEXT PAGE]

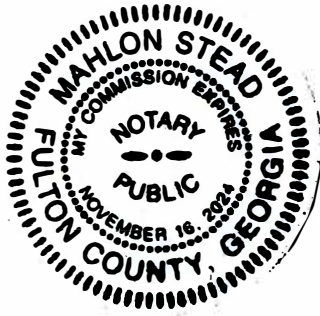
IN WITNESS WHEREOF, the undersigned has affixed its hand and seal the day and year set forth above.

Signed, sealed and delivered
in the presence of:

Jordan Ciri
Witness
Mahlon Stead
Notary Public

My Commission Expires: 11/16/2024

[SEAL]



METRO RV EMERSON, LLC
(owner)

By: [Signature]
Print Name: L. Todd Baldree
Title: Member

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for Emerson RV Park, was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 2023 by a vote of:

AYE _____

NAY _____

ABSTAIN _____

ABSENT _____

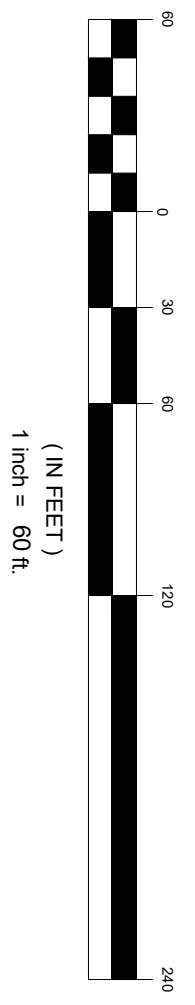
Matthew J. Santini, Mayor

ATTEST:

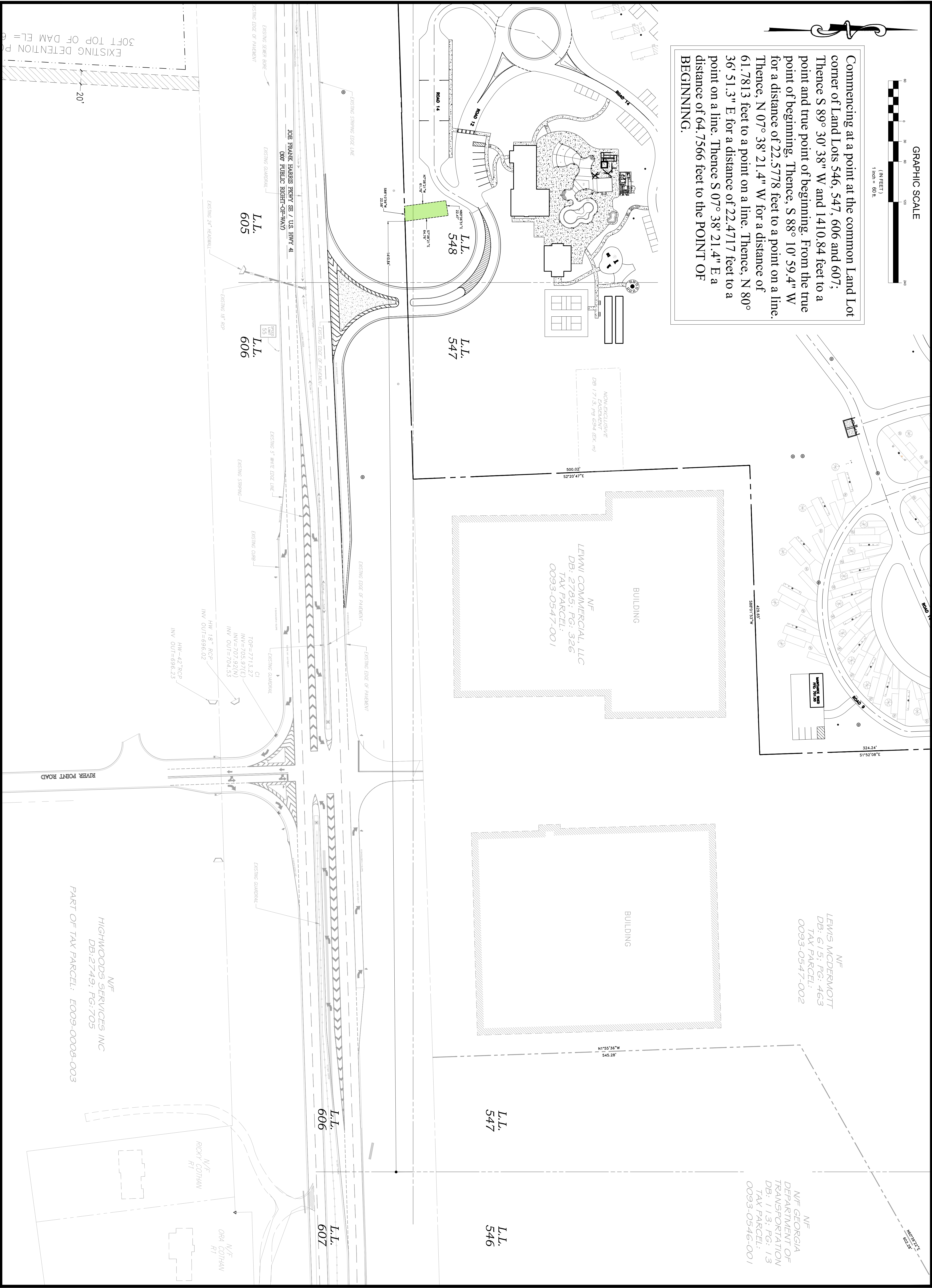
City Clerk / Assistant City Clerk

[AFFIX SEAL]

GRAPHIC SCALE



Commencing at a point at the common Land Lot corner of Land Lots 546, 547, 606 and 607; Thence S 89° 30' 38" W and 1410.84 feet to a point and true point of beginning. From the true point of beginning, Thence, S 88° 10' 59.4" W for a distance of 22.5778 feet to a point on a line. Thence, N 07° 38' 21.4" W for a distance of 61.7813 feet to a point on a line. Thence, N 80° 36' 51.3" E for a distance of 22.4717 feet to a point on a line. Thence S 07° 38' 21.4" E a distance of 64.7566 feet to the POINT OF BEGINNING.

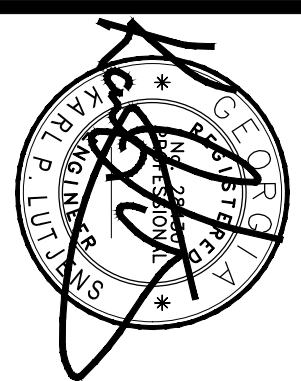


N/F
HIGHWOODS SERVICES INC
DB: 2749; FG: 705
PART OF TAX PARCEL: E009-0003-003

N/F
LEWNI COMMERCIAL, LLC
DB: 2785; FG: 326
TAX PARCEL:
0093-0547-001

N/F
LEWIS MCDERMOTT
DB: 615; FG: 463
TAX PARCEL:
0093-0547-002

N/F
GEORGIA
DEPARTMENT OF
TRANSPORTATION
DB: 113; FG: 113
TAX PARCEL:
0093-0546-001



EMERSON RV PARK
LOCATED IN LAND LOT(S) 534, 535, 546, 547,
548, 605 & 606
3RD DISTRICT, 4TH SECTION
CITY OF EMERSON, GEORGIA

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD., CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

ADDENDUMS	PROJECT NO.:
	18015
	DATE:
	10/15/19

SHEET TITLE:
CITY OF
CARTERSVILLE
WATER
EASEMENT

SHEET NO.:
EXHIBIT A