

After recording return to:
Archer & Lovell PC
PO Box 1024
Cartersville, GA 30120
(Title exam not performed)

STATE OF GEORGIA
COUNTY OF BARTOW

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT
(Water)

THIS AGREEMENT, made and entered the 10TH day of February, 2026, by and between, **WELLSTAR HEALTH SYSTEM, INC.** (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 the development plans approved by Grantee in connection with Grantor’s application for a land disturbance permit for Wellstar NCOC Cartersville Greenfield Relocation, a copy of which is attached hereto and incorporated

herein by reference as Exhibit "A," (the "Development Plans") does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all water and lines, any water easements, manholes, fire hydrant assembly, and other related facilities and infrastructure to be constructed in accordance with the Development Plans (the "Water Facilities"). Grantor hereby warrants that this conveyance is free and clear of any liens and encumbrances, except those recorded upon the land records of Bartow County or otherwise specifically made known to and accepted by the City in writing.

_____ The total costs for the Water Facilities does not exceed the sum of \$20,000.00 and therefore no Maintenance Bond is required by the City of Cartersville.

 X The total costs for the Water Facilities exceeds the sum of \$20,000.00. A Maintenance Bond has been provided by the Owner, Developer and/or Contractor of the Project, Brasfield & Gorrie, to the City of Cartersville, in the amount of \$38,216.82, which sum amount is intended to equal 25% of the total cost to develop and install the Water Facilities. The Maintenance Bond 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 completion and development of installation by Grantor, of the Water Facilities (the "Completion Date") and the eighteen (18) month period following the Completion Date, the "Bond Period") and agrees that the City of Cartersville shall not be liable during the Maintenance Period (as hereinafter defined) for claims of damages resulting from negligence in the design, construction installation, maintenance and/or permitting of said Water Facilities, 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 Bond Period with respect to liability arising during the Maintenance Period relating to the Water Facilities, 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, except to the extent resulting from Grantee's gross negligence or willful misconduct. Utilities owned and operated by a governmental body or public utility company not constructed by the Grantor or his contractor shall be the responsibility of the utility and not the Grantor.

At the end of the period that is twelve (12) months from the Completion Date (the "Maintenance Period"), the Grantee shall perform an inspection of the Water Facilities. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the Maintenance Period. If repairs are needed to the Water Facilities to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee, as such period may be extended due to delays beyond the reasonable control of the Developer or Grantor. If the repairs are not completed, and a Maintenance Bond was provided, the Grantee may upon notice to the Grantor perform such repairs and the Maintenance Bond shall be called in to pay for the reasonable out of pocket costs incurred by Grantee to perform such repairs. Should the amount of the Maintenance Bond be inadequate to pay for the reasonable out of pocket costs incurred by Grantee to perform such repairs, the Grantor shall pay the remaining amount. Should the Grantor complete necessary maintenance repairs, it 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 specifications, the Grantee will provide written approval of the Water Facilities 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 Maintenance 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.

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

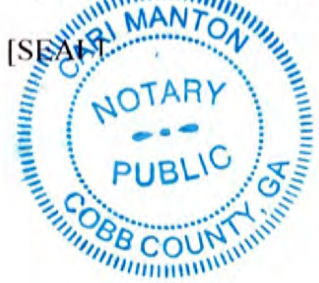
Signed, sealed and delivered
in the presence of:

S Andrews

Witness
[Signature]

Notary Public

My Commission Expires: 12/07/2027



WELLSTAR HEALTH SYSTEM, INC.

By: [Signature]

Print Name: Kem Mullins

Title: EVP Ambulatory Ops & Bus Dev

Legal Approved
JRH

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for Wellstar Health System, was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 20__ by a vote of AYE ____ NAY ____, ABSTAIN ____, and ABSENT ____.

Matthew J. Santini, Mayor

ATTEST:

Julia Drake, City Clerk

CIVIL CONSTRUCTION DRAWINGS
FOR
WELLSTAR CARTERSVILLE
65 CLOVERLEAF DRIVE, CARTERSVILLE, GA 30120



SITE INFORMATION

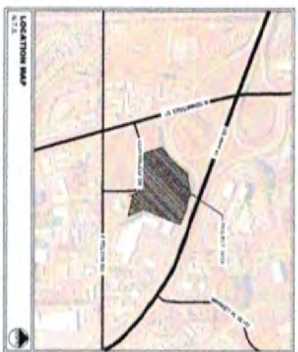
| | |
|------------------|---|
| PROJECT ADDRESS | 65 CLOVERLEAF DRIVE, CARTERSVILLE, GA 30120 |
| PARCEL NUMBER | REDEVELOPMENT |
| PROJECT LOCATION | LOT 120 |
| OWNER | WELLSTAR |
| DESIGNER | THE HUNTER GROUP ARCHITECTS |
| DATE | 11/11/2024 |
| PROJECT NUMBER | 24-00000000000000000000 |
| PROJECT NAME | WELLSTAR CARTERSVILLE |
| PROJECT TYPE | REDEVELOPMENT |
| PROJECT STATUS | PRELIMINARY |

PROJECT NARRATIVE

WELLSTAR CARTERSVILLE IS A REDEVELOPMENT PROJECT LOCATED AT 65 CLOVERLEAF DRIVE, CARTERSVILLE, GA 30120. THE PROJECT WILL INCLUDE THE REDEVELOPMENT OF EXISTING BUILDINGS AND LANDSCAPE IMPROVEMENTS.

DEVELOPMENT NOTES

1. ALL UTILITIES SHALL BE LOCATED IN ACCORDANCE WITH THE CITY OF CARTERSVILLE UTILITIES MAP AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) RECORD DRAWINGS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CARTERSVILLE ZONING ORDINANCES AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) RECORD DRAWINGS.
3. THE PROJECTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CARTERSVILLE AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF CONSTRUCTION.
4. THE PROJECTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CARTERSVILLE AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF CONSTRUCTION.
5. THE PROJECTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CARTERSVILLE AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF CONSTRUCTION.
6. THE PROJECTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CARTERSVILLE AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF CONSTRUCTION.



Sheet List Table

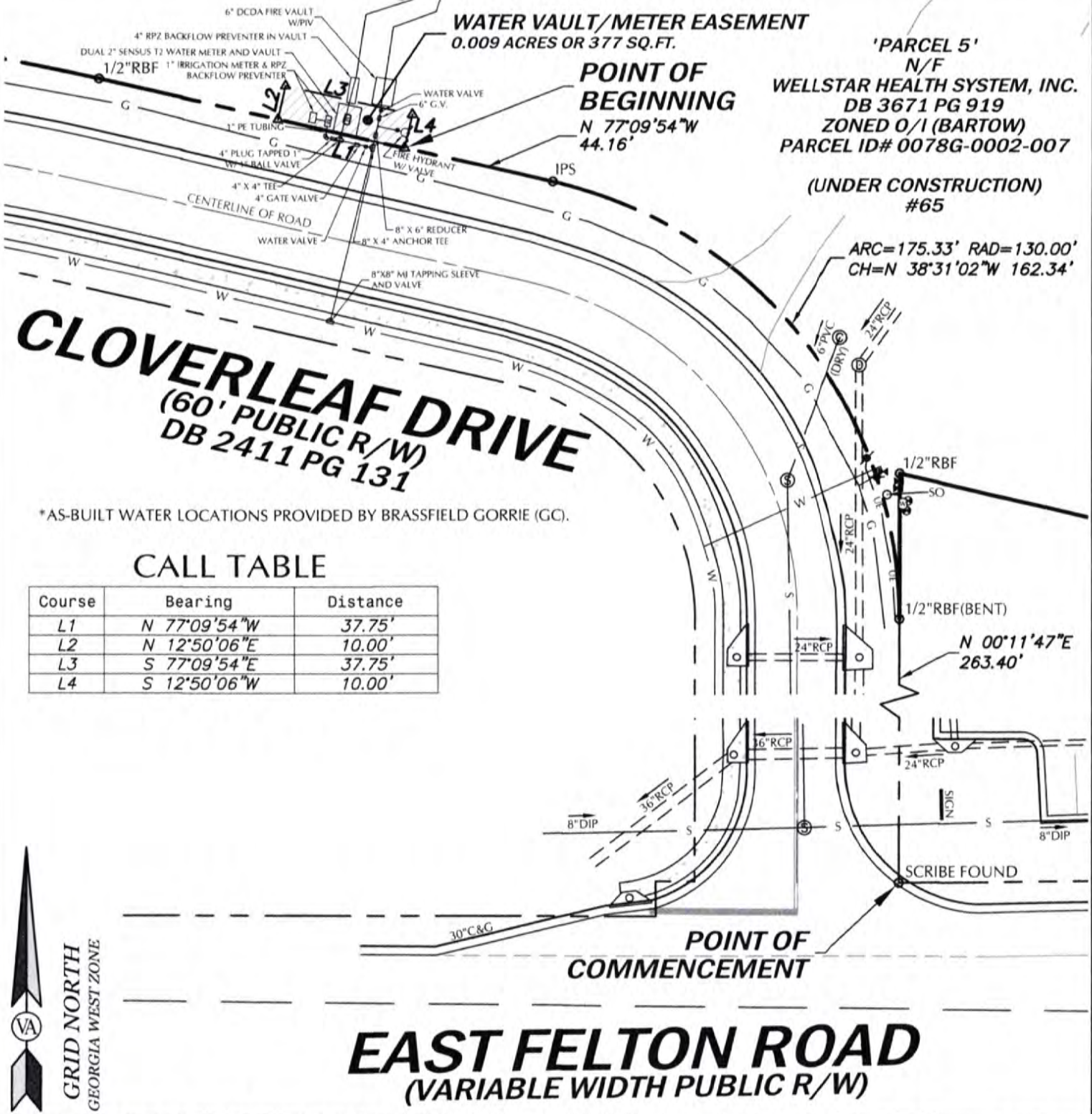
| SHEET NUMBER | SHEET TITLE |
|--------------|---------------------|
| 01 | GENERAL NOTES |
| 02 | EXISTING UTILITIES |
| 03 | PROPOSED UTILITIES |
| 04 | PROPOSED PAVEMENT |
| 05 | PROPOSED LANDSCAPE |
| 06 | PROPOSED SIGNAGE |
| 07 | PROPOSED LIGHTING |
| 08 | PROPOSED FENCE |
| 09 | PROPOSED DRIVEWAY |
| 10 | PROPOSED SIDEWALK |
| 11 | PROPOSED BIKEWAY |
| 12 | PROPOSED PLAYGROUND |
| 13 | PROPOSED PARKING |
| 14 | PROPOSED TRAIL |
| 15 | PROPOSED WALKWAY |
| 16 | PROPOSED BIKEWAY |
| 17 | PROPOSED PLAYGROUND |
| 18 | PROPOSED PARKING |
| 19 | PROPOSED TRAIL |
| 20 | PROPOSED WALKWAY |
| 21 | PROPOSED BIKEWAY |
| 22 | PROPOSED PLAYGROUND |
| 23 | PROPOSED PARKING |
| 24 | PROPOSED TRAIL |
| 25 | PROPOSED WALKWAY |
| 26 | PROPOSED BIKEWAY |
| 27 | PROPOSED PLAYGROUND |
| 28 | PROPOSED PARKING |
| 29 | PROPOSED TRAIL |
| 30 | PROPOSED WALKWAY |
| 31 | PROPOSED BIKEWAY |
| 32 | PROPOSED PLAYGROUND |
| 33 | PROPOSED PARKING |
| 34 | PROPOSED TRAIL |
| 35 | PROPOSED WALKWAY |
| 36 | PROPOSED BIKEWAY |
| 37 | PROPOSED PLAYGROUND |
| 38 | PROPOSED PARKING |
| 39 | PROPOSED TRAIL |
| 40 | PROPOSED WALKWAY |
| 41 | PROPOSED BIKEWAY |
| 42 | PROPOSED PLAYGROUND |
| 43 | PROPOSED PARKING |
| 44 | PROPOSED TRAIL |
| 45 | PROPOSED WALKWAY |
| 46 | PROPOSED BIKEWAY |
| 47 | PROPOSED PLAYGROUND |
| 48 | PROPOSED PARKING |
| 49 | PROPOSED TRAIL |
| 50 | PROPOSED WALKWAY |
| 51 | PROPOSED BIKEWAY |
| 52 | PROPOSED PLAYGROUND |
| 53 | PROPOSED PARKING |
| 54 | PROPOSED TRAIL |
| 55 | PROPOSED WALKWAY |
| 56 | PROPOSED BIKEWAY |
| 57 | PROPOSED PLAYGROUND |
| 58 | PROPOSED PARKING |
| 59 | PROPOSED TRAIL |
| 60 | PROPOSED WALKWAY |
| 61 | PROPOSED BIKEWAY |
| 62 | PROPOSED PLAYGROUND |
| 63 | PROPOSED PARKING |
| 64 | PROPOSED TRAIL |
| 65 | PROPOSED WALKWAY |
| 66 | PROPOSED BIKEWAY |
| 67 | PROPOSED PLAYGROUND |
| 68 | PROPOSED PARKING |
| 69 | PROPOSED TRAIL |
| 70 | PROPOSED WALKWAY |
| 71 | PROPOSED BIKEWAY |
| 72 | PROPOSED PLAYGROUND |
| 73 | PROPOSED PARKING |
| 74 | PROPOSED TRAIL |
| 75 | PROPOSED WALKWAY |
| 76 | PROPOSED BIKEWAY |
| 77 | PROPOSED PLAYGROUND |
| 78 | PROPOSED PARKING |
| 79 | PROPOSED TRAIL |
| 80 | PROPOSED WALKWAY |
| 81 | PROPOSED BIKEWAY |
| 82 | PROPOSED PLAYGROUND |
| 83 | PROPOSED PARKING |
| 84 | PROPOSED TRAIL |
| 85 | PROPOSED WALKWAY |
| 86 | PROPOSED BIKEWAY |
| 87 | PROPOSED PLAYGROUND |
| 88 | PROPOSED PARKING |
| 89 | PROPOSED TRAIL |
| 90 | PROPOSED WALKWAY |
| 91 | PROPOSED BIKEWAY |
| 92 | PROPOSED PLAYGROUND |
| 93 | PROPOSED PARKING |
| 94 | PROPOSED TRAIL |
| 95 | PROPOSED WALKWAY |
| 96 | PROPOSED BIKEWAY |
| 97 | PROPOSED PLAYGROUND |
| 98 | PROPOSED PARKING |
| 99 | PROPOSED TRAIL |
| 100 | PROPOSED WALKWAY |

FOR DEPARTMENT USE ONLY

DATE: _____

APPROVED BY: _____





VALENTINO & ASSOCIATES INC.
LAND SURVEYORS
4045 ORCHARD ROAD
BUILDING 200
SMYRNA, GEORGIA 30080
PHONE: (770) 438-0015
FAX: (770) 435-6050
WEB: VALENTINOSURVEY.COM
STATE OF GEORGIA LAND SURVEYING FIRM LICENSE NO. LSF000794

EXHIBIT SURVEY OF:
WATER VAULT/METER EASEMENT

40 0 40 80 120
GRAPHIC SCALE - FEET

LAND LOT 122 4TH DISTRICT 3RD SECTION
BARTOW COUNTY, GEORGIA

