

AFTER RECORDING RETURN TO:
ARCHER & LOVELL PC
P.O. BOX 1024
CARTERSVILLE GEORGIA 30120

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this 3rd day of July, 2024, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the “**City**”) and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter the “**Owner as Developer**”).

WITNESSETH:

WHEREAS, Developer is the owner of certain property being developed as **HAMILTON PLACE**, (the “**Property**”), which is more particularly described in Exhibit “A” attached hereto, and which is zoned as a R-1 (Conservation) under the zoning ordinance of Bartow County, Georgia, and currently planned to be an 86 residential lot development; and

WHEREAS, Owner as Developer, in consideration of the benefits and opportunities provided to it as hereinafter described, and the City, in consideration of the benefits and opportunities to be provided to it by serving the development, **HAMILTON PLACE** (the “**Project**”) with natural gas facilities, are desirous of entering into this agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement and Assurances on the Part of Developer

The Owner as Developer has submitted a preliminary plat and/or approved construction plan attached hereto and incorporated herein as Exhibit "B" for the development of residential lots, which shall be reviewed by the County, and natural gas facilities shall be planned such that a natural gas system shall be installed in order to provide natural gas service to the residences. All plat submissions shall be by electronic CAD file in NAD 83, Georgia State Plane West Zone, U.S. Foot coordinates and two (2) sets of legible, "to-scale" printed plans.

In the future phases of the Project, if any; Developer shall furnish preliminary site plan layouts within 60 days of commencing proposed project planning of initial gas service. If such site plan(s) are not provided within this time frame, the initial natural gas system will be designed to provide natural gas service to only the residences shown on the provided plats. Any and all improvements of the initial natural gas facilities required to serve any additional residences will be at the expense of the Owner as Developer including but not limited to easements, right-of-ways and acquisition costs.

- (a) The Owner as Developer hereby agrees that the entire property shall be served with natural gas by the City of Cartersville and that any and all easements necessary for said service shall be conveyed to the City at no cost and must be provided, platted and deeded to the City within thirty (30) days of anticipated commencement of the construction of the initial natural gas facilities to know the location of easements for the proposed gas service. At a minimum, the Owner as Developer shall require that each property and building have the following:
 - (i) That each home must have a natural gas furnace for the main living area of the home, natural gas water heater and a third gas appliance installed or gas piping for a third appliance such as a cooking range, clothes dryer, fireplace logs, natural gas grill or natural gas light, either mantel or open flame type.
- (b) The Owner as Developer agrees to require all builders and/or contractors in the Project to participate in all incentive programs as described in the City of Cartersville's Gas Advantage Home Program in effect at the time of home construction and for a builder or contractor who does not participate in the Gas Advantage Home Program in effect at the time of home construction or have natural gas service to any lot, the Owner as Developer shall pay to the City the prorata costs of the installation of all natural gas mains and associated infrastructure.

- (c) The Owner as Developer agrees to apply for natural gas service to each home at the City's Customer Service Department prior to the installation of each natural gas service. The Owner as Developer agrees to pay a tap fee for each home for the costs associated with the service line, meter and regulator installation and, once appliances have been installed and verified, the Owner as Developer or builder will receive all rebates in accordance with the Gas Advantage Home Program in effect at the time of home construction except as provided for in 1(b) above. It is the Owner as Developer's responsibility to pay said fee and apply for natural gas service to each home or in the alternative to assign its obligations to the builder of each individual home.
- (d) The Owner as Developer further acknowledges that failure to comply with (a) and (b) above or to install a dual fuel heating system(s), shall disqualify the home for any incentives from the Gas Advantage Home Program in effect at the time of home construction and requires the full tap fee costs plus the prorata costs of the installation of all natural gas mains and associated infrastructure associated with (b) above to be paid prior to the natural gas service line installation. It is the Owner as Developer's responsibility to pay said fee or in the alternative to assign its obligations to the builder of each individual home.
- (e) Owner as Developer shall be required to provide an easement plat suitable to the City Attorney's office and execute any easement documents for any easements as required in Exhibit "C" within twenty (20) days from notice by the City.
- (f) The Owner as Developer agrees to provided one copy of the Development's Erosion and Sediment Control Plan approved by the appropriate jurisdictional authority no later than 30 days prior to the anticipated commencement of the construction of the proposed gas service.
- (g) With the exception of Paragraph 2.(c), the Owner as Developer agrees to provide, install and maintain any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities within the Development under this Agreement. The Owner as Developer further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 2.(c) as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.

2. Agreement and Assurances on the part of the City

In consideration of the Developer agreeing to take the actions described above, the City agrees as follows:

- (a) The City agrees to provide and install all natural gas mains and appurtenances necessary to provide access to natural gas within the development. Natural gas service to each home must be applied for at the City's Customer Service Department by the developer or home builder. Natural gas services will be installed after receiving the tap fee payment by the Owner as Developer or home builder for the costs associated with the service line, meter and regulator installation and, once appliances have been installed and verified, the Owner as Developer or builder will receive all rebates in accordance with the current Gas Advantage Home Program except as provided for in 1(b) above.
- (b) The City agrees to allow builders and/or customers of the gas program to participate in all incentive programs as described in the City of Cartersville's Gas Advantage Home Program in effect at the time of home construction.
- (c) The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed natural gas facilities within the Development under this Agreement provided no further disturbance of such areas are planned within 7 days of initial disturbance.

3. Assignment

The Owner as Developer may assign its right and obligations under this agreement, subject to the prior approval of the City. Subject to this provision, this agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and/or assigns.

4. Time is of the Essence

Time is of the essence with respect to all provisions of this agreement that specify a time for performance.

5. Miscellaneous

- (a) In the event of a difference in the interpretation of the Agreement and rates of the City's natural gas system, the City's interpretation will prevail.
- (b) Agreement. In case any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.
- (c) This Agreement and covenant shall run with the land, and be binding on all successors and heirs of the Owner of the property described on Exhibit "A" and "B" referenced herein.

6. Notices:

If to the City: City Manager
 P.O. Box 1390
 Cartersville, Georgia 30120
 770.387.5686

If to the Owner as
Developer: Pulte Home Company, LLC
 2475 Northwinds Parkway, Suite 600
 Alpharetta, Georgia 30009
 706.844.7182

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20 ____.

SIGNATORIES NEXT PAGE



Signed, sealed, and delivered in the presence of:

Witness

Notary Public

(NOTARIAL SEAL)

CITY OF CARTERSVILLE, GEORGIA

By: _____ (SEAL)
Mathew Santini, Mayor

Attest: _____ (SEAL)
Julia Drake, City Clerk

Signed, sealed, and delivered in the presence of:

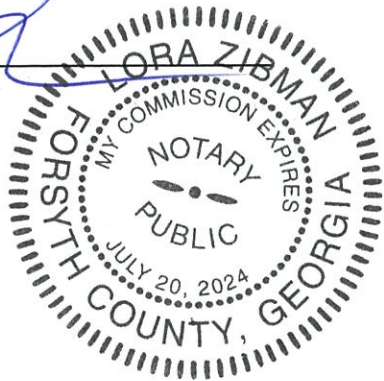
Jan Cochran

Witness

[Signature]

Notary Public

(NOTARIAL SEAL)



PULTE HOME COMPANY, LLC

By: *JG* _____ (SEAL)

Its: *Jason Garrett*
VP Land Development _____ (SEAL)



Prepared by and after Recording. Return to:

Hughes White Kralicek Short
2300 Windy Ridge Parkway
Suite 570 South
Atlanta, Georgia 30339
Attention: R. Matthew Short, Esq.

TAX MAP PARCEL NOS. 0059C-0002-001, 0059C-0002-002, 0059D-0001-007,
0059C-0001-001, 0059C-0001-002, 0059D-0001-015, 0059D-0001-016

GENERAL WARRANTY DEED

THIS INDENTURE is made as of the 29th day of December, 2023, by and between **C O BARTOW, LLC**, a Georgia limited liability company (the "Grantor"), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, as party of the second part (the "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee all that tract or parcel of land lying and being in Land Lots 58 and 87 of the 5th District, Bartow County, Georgia, as more particularly described on **Exhibit "A"** attached hereto and incorporated by this reference (the "Property"). This conveyance is made subject to the permitted exceptions shown on **Exhibit "B"** attached hereto and incorporated by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all improvements thereon and any and all of the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to, the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee forever IN FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

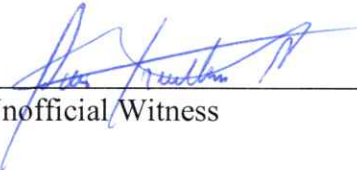
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this deed to be executed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:



Unofficial Witness

C O BARTOW, LLC, a Georgia limited liability company

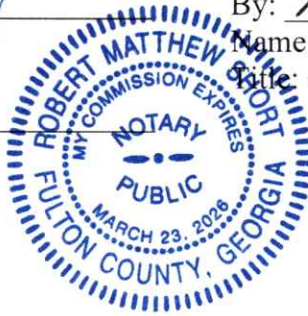


Notary Public

By: 

Name: Devaughn Pettit
Title: Co-Manager

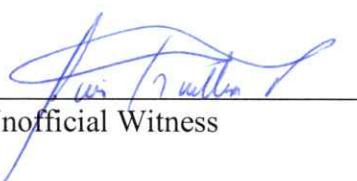
My Commission Expires: _____
[AFFIX NOTARIAL SEAL]



[COMPANY SEAL]


Signed, sealed and delivered
in the presence of:

GRANTOR:



Unofficial Witness

C O BARTOW, LLC, a Georgia limited liability company



Notary Public

By: 

Name: Gerald E. Thompson
Title: Co-Manager

My Commission Expires: _____
[AFFIX NOTARIAL SEAL]



[COMPANY SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION – PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOTS 58 & 87, OF THE 5TH DISTRICT, 3RD SECTION IN BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY (R/W) OF FIRE TOWER ROAD (VARIABLE PUBLIC R/W) AND THE WESTERN R/W OF U.S. HIGHWAY 41 (200' PUBLIC R/W); THENCE ALONG THE SOUTHERN R/W OF FIRE TOWER ROAD (VARIABLE PUBLIC R/W) WITH A BEARING OF N 88°47'52" W, A DISTANCE OF 732.75 FEET TO A POINT; THENCE WITH A BEARING OF N 88°47'52" W, A DISTANCE OF 187.14 FEET TO A POINT; THENCE WITH A BEARING OF N 86°21'14" W, A DISTANCE OF 346.30 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF N 86°22'31" W, A DISTANCE OF 20.57 FEET TO A POINT; THENCE IN A WESTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 339.51 FEET, HAVING A CHORD BEARING OF S 70°23'21" W, A CHORD DISTANCE OF 268.10 FEET AND AN ARC LENGTH OF 275.61 FEET TO A POINT; THENCE WITH A BEARING OF S 47°08'01" W, A DISTANCE OF 50.11 FEET TO AN IRON PIN FOUND (#4 REBAR – BENT); THENCE WITH A BEARING OF S 47°47'44" W, A DISTANCE OF 37.86 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE LEAVING SAID R/W WITH A BEARING OF S 02°23'56" W, A DISTANCE OF 470.42 FEET TO A POINT; THENCE WITH A BEARING OF S 87°36'04" E, A DISTANCE OF 8.54 FEET TO A POINT; THENCE WITH A BEARING OF S 02°23'56" W, A DISTANCE OF 135.00 FEET TO A POINT; THENCE WITH A BEARING OF S 87°36'04" E, A DISTANCE OF 44.03 FEET TO A POINT; THENCE WITH A BEARING OF S 02°14'33" W, A DISTANCE OF 570.36 FEET TO A POINT; THENCE WITH A BEARING OF S 85°03'14" W, A DISTANCE OF 20.44 FEET TO A POINT; THENCE WITH A BEARING OF S 05°27'19" E, A DISTANCE OF 120.00 FEET TO A POINT; THENCE IN AN EASTERLY DIRECTION WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1030.00 FEET, HAVING A CHORD BEARING OF N 85°42'28" E, A CHORD DISTANCE OF 41.82 FEET AND AN ARC LENGTH OF 41.82 FEET TO A POINT; THENCE WITH A BEARING OF S 03°07'45" E, A DISTANCE OF 185.00 FEET TO A POINT; THENCE IN AN EASTERLY DIRECTION WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 854.14 FEET, HAVING A CHORD BEARING OF S 85°54'45" E, A CHORD DISTANCE OF 212.30 FEET AND AN ARC LENGTH OF 212.85 FEET TO A POINT; THENCE WITH A BEARING OF S 78°46'24" E, A DISTANCE OF 380.69 FEET TO A POINT; THENCE WITH A BEARING OF S 86°27'27" W, A DISTANCE OF 360.30 FEET TO A POINT; THENCE WITH A BEARING OF S 86°28'09" W, A DISTANCE OF 886.40 FEET TO AN IRON PIN FOUND (#4 REBAR) ALONG THE EASTERN R/W OF HAMILTON CROSSING ROAD (50' PUBLIC R/W); THENCE ALONG SAID R/W WITH A BEARING OF N 03°20'49" E, A DISTANCE OF 25.01 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF N 11°46'37" E, A DISTANCE OF 561.84 FEET TO A POINT; THENCE WITH A BEARING OF S 87°15'51" W, A DISTANCE OF 29.21 FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 1194.14 FEET, HAVING A CHORD BEARING OF

EXHIBIT "A"

N 07°47'19" W, A CHORD DISTANCE OF 112.84 FEET AND AN ARC LENGTH OF 112.88 FEET TO A POINT; THENCE WITH A BEARING OF N 10°37'36" W, A DISTANCE OF 333.38 FEET TO A POINT; THENCE WITH A BEARING OF N 10°37'31" W, A DISTANCE OF 41.09 FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION WITH CURVE TURNING TO THE RIGHT WITH A RADIUS OF 75.00 FEET, HAVING A CHORD BEARING OF N 19°20'21" E, A CHORD DISTANCE OF 74.92 FEET AND AN ARC LENGTH OF 78.45 FEET TO A POINT AT THE INTERSECTION OF SAID R/W AND THE SOUTHEASTERN R/W OF FIRE TOWER ROAD (VARIABLE PUBLIC R/W); THENCE ALONG THE SOUTHEASTER R/W OF FIRE TOWER ROAD (VARIABLE PUBLIC R/W) WITH A BEARING OF N 49°18'18" E, A DISTANCE OF 221.09 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF N 47°47'44" E, A DISTANCE OF 562.14 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 19.034 ACRES OF LAND.

EXHIBIT "B"**Permitted Exceptions**

1. Ad valorem real property taxes for the calendar year 2024, and all years subsequent thereto, and those taxes that become due or payable subsequent to Date of Policy, none of which are liens due or payable.
2. Rights of upper and lower riparian owners in and to the waters of creeks and branches crossing or adjoining subject property, free from diminution or pollution.
1. Easement from CH Pettit to Georgia Power Company, dated April 15, 1952, and recorded at Deed Book 97, page 360, Bartow County, Georgia Records.
2. Deleted.
3. Sanitary Sewer Easement from Henry DeVaughn Pettit to Bartow County Board of Education, dated August 26, 1986, and recorded at Deed Book 524, page 290, Bartow County, Georgia Records, (affects only Parcel 2).
4. Sanitary Sewer Easement from Mrs. Jane Cowan Wilson to Bartow County Board of Education, dated September 13, 1986, and recorded at Deed Book 524, page 291, Bartow County, Georgia Records.
5. Sanitary Sewer Easement from Clara B. Pettit to Bartow County Board of Education, dated August 28, 1986, and recorded at Deed Book 524, page 292, Bartow County, Georgia Records.
6. Sanitary Sewer Easement from Jane P. Cowan to Bartow County Board of Education, dated August 28, 1986, and recorded at Deed Book 524, page 293, Bartow County, Georgia Records.
7. Deleted.
8. Underground Easement from C O Bartow LLC to Georgia Power Company, dated April 8, 2021, and recorded at Deed Book 3324, page 859, Bartow County, Georgia Records, (affects only Parcel 2).
9. Underground Easement from C O Bartow LLC to Georgia Power Company, dated April 8, 2021, and recorded at Deed Book 3324, page 968, Bartow County, Georgia Records.
10. Underground Easement from C O Bartow LLC to Georgia Power Company, dated July 13, 2021, and recorded at Deed Book 3374, page 489, Bartow County, Georgia Records.
11. Underground Easement from C O Bartow LLC to Georgia Power Company, dated October 7, 2021, and recorded at Deed Book 3391, page 644, Bartow County, Georgia Records.
12. Underground Easement from C O Bartow LLC to Georgia Power Company, dated October 7, 2021, and recorded at Deed Book 3393, page 2, Bartow County, Georgia Records.
13. October 7, 2021, and recorded at Deed Book 3393, page 6, Bartow County, Georgia Records, (affects only Parcel 2).
14. Deleted.

EXHIBIT "B"

15. Underground Easement from C O Bartow LLC to Georgia Power Company, dated December 3, 2021, and recorded at Deed Book 3412, page 765, Bartow County, Georgia Records.
16. Underground Easement from C O Bartow LLC to Georgia Power Company, dated December 3, 2021, and recorded at Deed Book 3417, page 119, Bartow County, Georgia Records, (affects only Parcel 2).
17. Matters as shown on Plat Books 11, page 126, Bartow County, Georgia Records; Plat Book 50, page 206, Bartow County, Georgia Records; and Plat Book 56, page 115, Bartow County, Georgia Records, including the rights of others in and to that asphalt drive known as Pettit Circle crossing the easterly-most portions of subject property.
18. The following matters as shown on that ALTA/NSPS Land Title Survey for First American Title Insurance Company by Southland engineering, dated January 23, 2022, last revised ____, and identified as Job No. 21202-2:
19. Overhead power and water lines crossing the westerly and northerly boundary lines of subject property.
20. Underground Easement from C O Bartow, LLC to Georgia Power Company, dated December 3, 2021, and recorded at Deed Book 3417, page 119, Bartow County, Georgia Records (affects only Parcel 2).
21. Easement from C O Bartow, LLC to Georgia Power Company, dated December 3, 2021, and recorded at Deed Book 3424, page 879, Bartow County, Georgia Records (affects only Parcel 1).

PROJECT NO.:		21202
DATE:		8/22/23
REVISIONS:	DATE	DESCRIPTION
1	10/19/23	QUANTITY COMMENTS
2	11/29/23	WATER COMMENTS
3	2/9/24	WATER COMMENTS
4	4/9/24	WATER COMMENTS
5	6/11/24	POST PERMIT
6		POST PERMIT

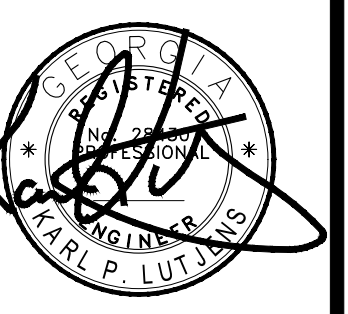
SOUTHLAND ENGINEERING

CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770-387-0440 FAX: 770-607-5151

HAMILTON PLACE

LOCATED IN LAND LOTS 58 & 87
5TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GEORGIA



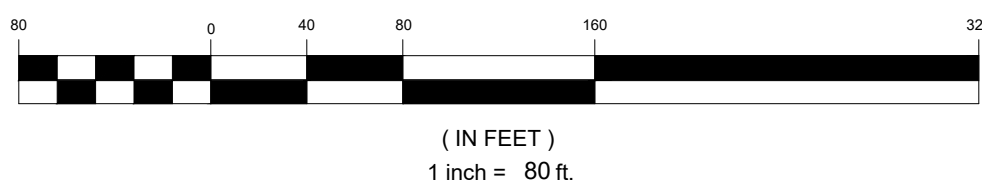
SHEET TITLE:

UTILITY PLAN

SHEET NO.:

C301

GRAPHIC SCALE



24 HOUR CONTACT
ANDREW BURK
706-844-7182



WATER NOTES:
- A FIRE FLOW TEST WILL NEED TO BE DONE AT THE DEVELOPER'S EXPENSE WHEN THE PROJECT IS COMPLETED.
- THE FIRE FLOW TEST INFORMATION WILL NEED TO BE INCLUDED ON AS-BUILTS.

WATER PIPE NOTES:
- DEVELOPER TO INSTALL WATER MAIN ALONG HAMILTON CROSSING ROAD.

WATER DISTRIBUTION NOTES

Under no circumstances shall anyone be permitted to either connect or tamper with any Bartow County Water System water service main or other utility system component without prior approval from the Bartow County Water Department. Violators of this regulation are subject to a minimum \$500.00 Tampering Fee and potential litigation as determined by the Water Department Superintendent.

All Contractors must possess a valid Georgia Utilities Contractor License and shall be formally approved by the Bartow County Water Department prior to performing any installation and/or connection procedures associated with the Bartow County Water System.

The contractor shall take extreme care so as not to disrupt the water service during earthwork, repair of damage to existing utilities caused by construction operations or equipment shall be the contractor's responsibility and undertaken at the contractor's expense.

All water service mains shall either meet or exceed Bartow County Water Department Specifications; no less than PR 500 Duolite from Piping (DIP) or as specified for special conditions such as ditch crossings, cross drains, stream crossings, etc. which shall be addressed on a per-development basis. The Bartow County Water Department will instruct contractors as to any special provisions regarding these conditions.

If a water service main has been proposed to cross private properties and/or roadways, the person(s) contracting the project shall obtain a 20-foot Utility Easement and provide a recorded copy of said Utility Easement to the Bartow County Water Department prior to final acceptance.

Transitions from DIP to PVC piping must be made with solid sleeves only. (Note: Tees, bends, valves and other water system components must possess at least 15' feet of DIP in every direction before transitions to PVC piping are made.)

Tees, bends, valves and other water system components must possess at least five (5) feet of DIP in every direction before transitions to PVC piping are made.

All water service mains shall be buried with no less than 42" of cover. All excavation work performed to install water service mains shall be compacted to 95% by the contractor whether the service main has been installed within the road right-of-way or upon private property. If service piping will be installed within rock, then said rock must be excavated at least 6" below the bottom of the pipe and a minimum bed of 6" of clean dirt (or sand) shall be constructed and compacted per required specifications prior to pipe installation. Once approved bedding has been established and service piping has been laid, then a 32" layer of clean dirt (or sand) shall be installed on top of piping prior to filling trench to final grade.

All water valves shall be Mueller® gate valves (or an approved equal) with a resilient seat, supplied with a cast iron valve box. Water valves are also required to have pre-cast concrete pads constructed around them with a minimum 6" thickness. Bronze or brass hand-wheel gate valves will not be permitted. Water valves locations shall be properly indicated with a "W" either sawed or stamped on curbs.

All water service taps crossing streets shall be installed either in a conduit or casing large enough to enable proper replacement of water service mains. All long-side water service taps shall be properly indicated on curbs.

The Contractor shall furnish and install plugs or caps at the end of each water service main with a concrete thrust blocking to prevent potential "blow-outs".

All water service mains shall be pressure tested by Contractors at either 50 p.s.i. above static pressure or no less than 200 p.s.i. and maintain said pressure for a minimum period of two (2) hours. Subsequent to testing procedures and prior to the removal of all testing equipment, water service mains shall be thoroughly inspected by the Bartow County Water Department to verify compliance with pressure testing specifications. Water service mains shall also be subject to leakage and bacteriological testing as indicated per Bartow County Water System Specifications.

The Developer shall be solely responsible for all water and/or sewer system repairs within the project for a period of one (1) year from the date of final approval. Should a leak or blowout occur during the required one-year warranty period, the Developer will be responsible for all necessary repairs, estimated water loss, retesting of the utility system and reimbursement of any associated expenses incurred by the Bartow County Water Department.

Thrust blocks shall be provided for each bend, tee, wye, reducer, increaser or multiple plug.

The distance between the water service connection and the sanitary sewer connection must be more or equal than 5'-0". The installation of both services in the same trench is not permitted.

Fire hydrants must be installed at a safe and adequate distance from electric equipment.

Contractor is responsible for the chlorinating and disinfection fees.

Contractor is responsible for "construction water" fees.

If contractor or sub-contractor impacts BCWD infrastructure, it shall restore to an equal or better condition at its own cost.

A concrete valve marker is to be placed to locate valves, water mains.

All bends, tees, and plugs shall be properly constrained for thrust restraint.

The contractor shall attend a pre-construction meeting with BCWD officials. The request must be made to BCWD in writing.

SANITARY SEWER DISTRIBUTION NOTES

Prior to inspection of installed sewer piping, flush the pipe clean of all water, sand, dirt, debris or other obstructions.

Provide labor and supplies for videopipe completed sewers in the presence of the Bartow County Water Department Engineer (or authorized department personnel). Inspect each section of sewer by videopipe from manhole to manhole. Any section of sewer which does not exhibit a smooth, straight, "full-moon" bore will be rejected. Videopipe equipment must also possess a swivel head that has the capability of looking at each lateral connection.

Conduct deflection tests upon PVC sewers in the presence of the Bartow County Water Department Engineer (or authorized department personnel). Tests shall consist of free passage of a properly sized mandrel or sewer ball. Maximum allowable deflection shall be 5%.

Conduct tests for water tightness of gravity flow pipelines in the presence of the Bartow County Water Department Engineer (or authorized department personnel).

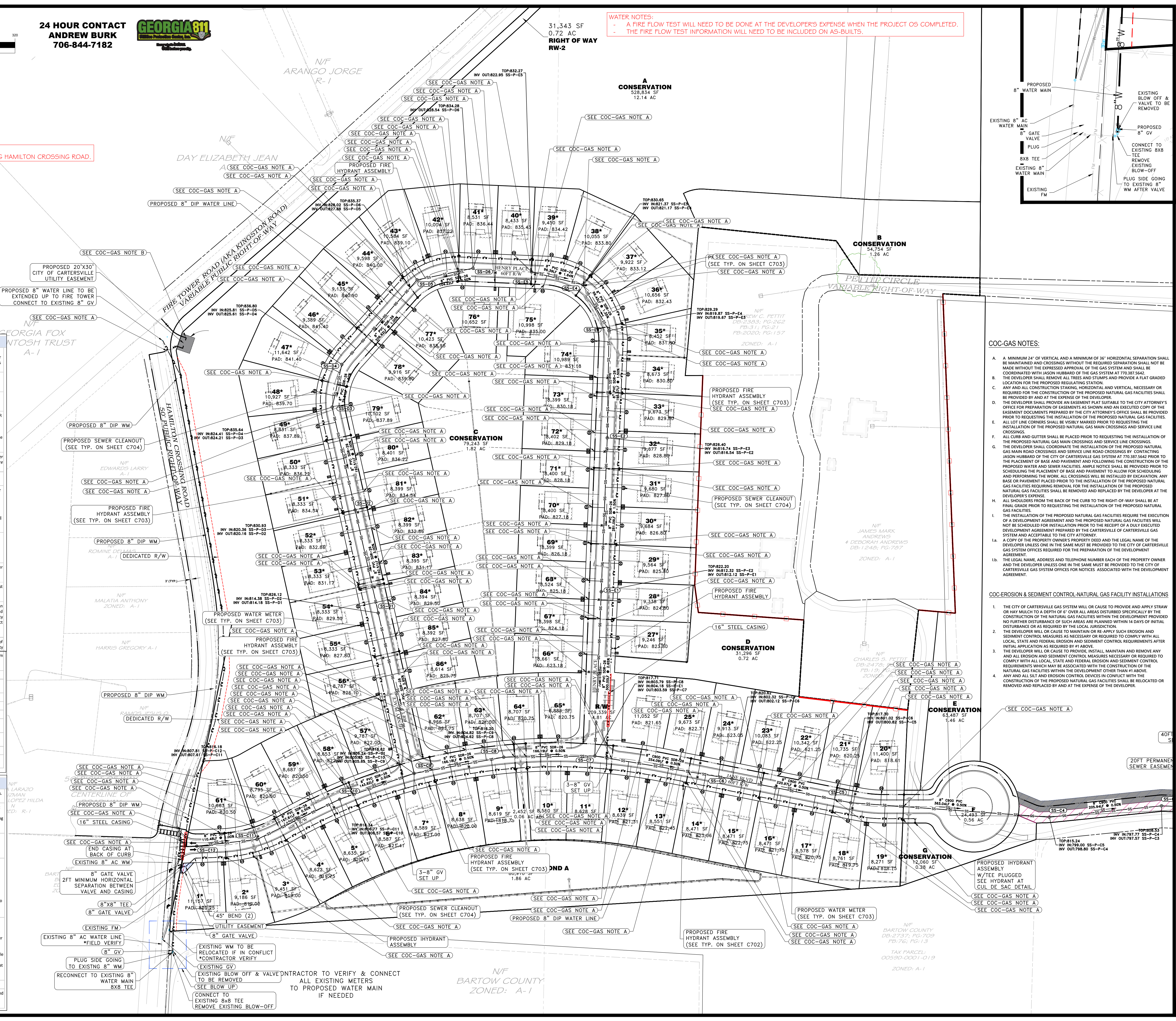
- Sewer service laterals shall be installed to the edge of the right-of-way prior to testing procedures. Temporary restraints may be required for clean-outs and plugs for testing.
- Air Testing: Low pressure air testing in accordance with ASTM C828 may be used. Allowable leakage will be based upon a maximum allowable loss of 0.003 ft³/ft² of surface area/min with an initial pressure of 3.5 p.s.i. to 4.0 p.s.i.

Test all sewer manholes for leakage by one of the following methods:

- Vacuum Test: Testing must be conducted on completed manhole prior to backfilling. Place a vacuum of 10" Hg on the manhole. Maximum allowable vacuum loss shall be 1" of Mercury (Hg) in 60 seconds for 4-foot diameter manhole, 75 seconds for a 5-foot diameter manhole and 90 seconds for 6-foot diameter manhole.
- Hydrostatic Test: Testing must be conducted by plugging all inlet and outlet sewers after completion of manhole construction. Fill sewer manhole with water to top rim of the frame and cover. After concrete has been thoroughly moistened, monitor water loss over a 2-hour period. Maximum allowable loss shall be 2" of water at the rim.

Repair all sewers and manholes that fail the leakage test and retest until satisfactory results are obtained.

All material and work shall be subject to inspection by the Bartow County Water Department Engineer (or authorized department personnel) at any time without prior notification. All inadequate, defective, or improper work or materials will be rejected and the contractor shall be required to either replace or reconstruct the work.



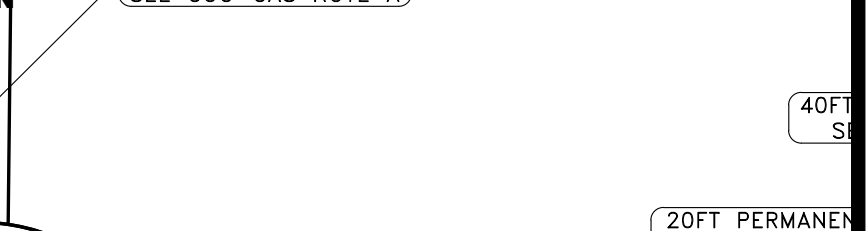
COC-GAS NOTES:

- A MINIMUM 24" OF VERTICAL AND A MINIMUM OF 36" HORIZONTAL SEPARATION SHALL BE MAINTAINED AND CROSSING WITHOUT THE REQUIRED SEPARATION SHALL NOT BE MADE WITHOUT THE EXPRESSED APPROVAL OF THE GAS SYSTEM AND SHALL BE COORDINATED WITH JASON HUBBARD OF THE GAS SYSTEM AT 770.387.5642.
- THE DEVELOPER SHALL REMOVE ALL TREES AND STUMPS AND PROVIDE A 4:1 GRADDED LOCATION FOR THE PROPOSED REGULATING STATION.
- ANY AND ALL CONSTRUCTION TRACING, HORIZONTAL AND VERTICAL, NECESSARY OR REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE PROVIDED BY AND AT THE EXPENSE OF THE DEVELOPER.
- THE DEVELOPER SHALL PROVIDE AN EASEMENT PLAT SUITABLE TO THE CITY ATTORNEY'S OFFICE FOR PREPARATION OF EASEMENTS AS SHOWN AND AN EXECUTED COPY OF THE EASEMENT DOCUMENTS PREPARED BY THE CITY ATTORNEY'S OFFICE SHALL BE PROVIDED PRIOR TO REQUESTING THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES.
- ALL LOT LINE CORNERS SHALL BE VISIBLY MARKED PRIOR TO REQUESTING THE INSTALLATION OF THE PROPOSED NATURAL GAS MAIN CROSSINGS AND SERVICE LINE CROSSINGS.
- ALL CURBS AND GUTTERS SHALL BE PLACED PRIOR TO REQUESTING THE INSTALLATION OF THE PROPOSED NATURAL GAS MAIN CROSSINGS AND SERVICE LINE CROSSINGS.
- THE DEVELOPER SHALL COORDINATE THE INSTALLATION OF THE PROPOSED NATURAL GAS MAIN ROAD CROSSINGS AND SERVICE LINE CROSSINGS BY CONTACTING JASON HUBBARD OF THE CITY OF CARTERSVILLE GAS SYSTEM AT 770.387.5642 PRIOR TO THE PLACEMENT OF BASE AND PAVEMENT AND FOLLOWING THE CONSTRUCTION OF THE PROPOSED WATER AND SEWER FACILITIES. AMPLE NOTICE SHALL BE PROVIDED PRIOR TO SCHEDULING THE PLACEMENT OF BASE AND PAVEMENT TO ALLOW FOR SCHEDULING AND PERFORMING THE WORK. ALL CROSSINGS WILL BE INSTALLED BY EXCAVATION. ANY BASE OR PAVEMENT PLACED PRIOR TO THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE REMOVED AND REPLACED BY THE DEVELOPER AT THE DEVELOPER'S EXPENSE.
- ALL SHOULDER FROM THE BACK OF THE CURB TO THE RIGHT-OF-WAY SHALL BE AT FINAL GRADE PRIOR TO REQUESTING THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES.
- THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES REQUIRE THE EXECUTION OF A DEVELOPMENT AGREEMENT AND THE PROPOSED NATURAL GAS FACILITIES WILL NOT BE SCHEDULED FOR INSTALLATION PRIOR TO THE RECEIPT OF A FULLY EXECUTED DEVELOPMENT AGREEMENT PREPARED BY THE CARTERSVILLE OR CARTERSVILLE GAS SYSTEM AND ACCEPTABLE TO THE CITY ATTORNEY.
- A COPY OF THE PROPERTY OWNER'S PROPERTY DEED AND THE LEGAL NAME OF THE DEVELOPER UNLESS ONE IN THE SAME MUST BE PROVIDED TO THE CITY OF CARTERSVILLE GAS SYSTEM OFFICES REQUIRED FOR THE PREPARATION OF THE DEVELOPMENT AGREEMENT.
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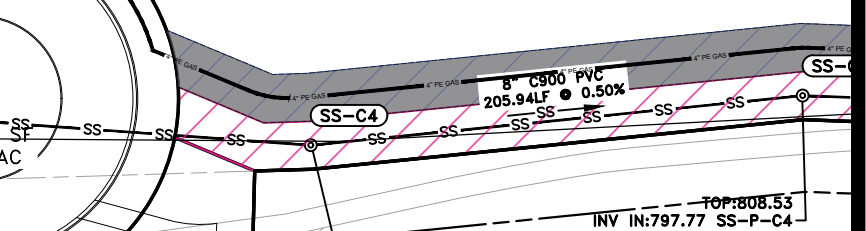
COC-EROSION & SEDIMENT CONTROL-NATURAL GAS FACILITY INSTALLATIONS

- THE CITY OF CARTERSVILLE GAS SYSTEM WILL OR CAUSE TO PROVIDE AND APPLY STRAW OR HAY MULCH TO A DEPTH OF 6" OVER ALL AREAS DISTURBED SPECIFICALLY BY THE CONSTRUCTION OF THE NATURAL GAS FACILITIES WITHIN THE DEVELOPMENT PROVIDED NO FURTHER DISTURBANCE OF SUCH AREAS ARE PLANNED WITHIN 14 DAYS OF INITIAL DISTURBANCE OR AS REQUIRED BY THE LOCAL JURISDICTION.
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PROPOSED FIRE HYDRANT ASSEMBLY



PROPOSED WATER METER



PROPOSED SEWER CLEANOUT



PROPOSED FIRE HYDRANT ASSEMBLY



PROPOSED WATER METER



REVISIONS:	DATE	DESCRIPTION
1	10/19/23	COUNTY COMMENTS
2	11/29/23	WATER COMMENTS
3	2/9/24	WATER COMMENTS
4	4/29/24	CAS COMMENTS
5	6/11/24	POST PERMIT
6		POST PERMIT

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

HAMILTON PLACE
 LOCATED IN LAND LOTS 58 & 87
 5TH DISTRICT, 3RD SECTION
 BARTOW COUNTY, GEORGIA

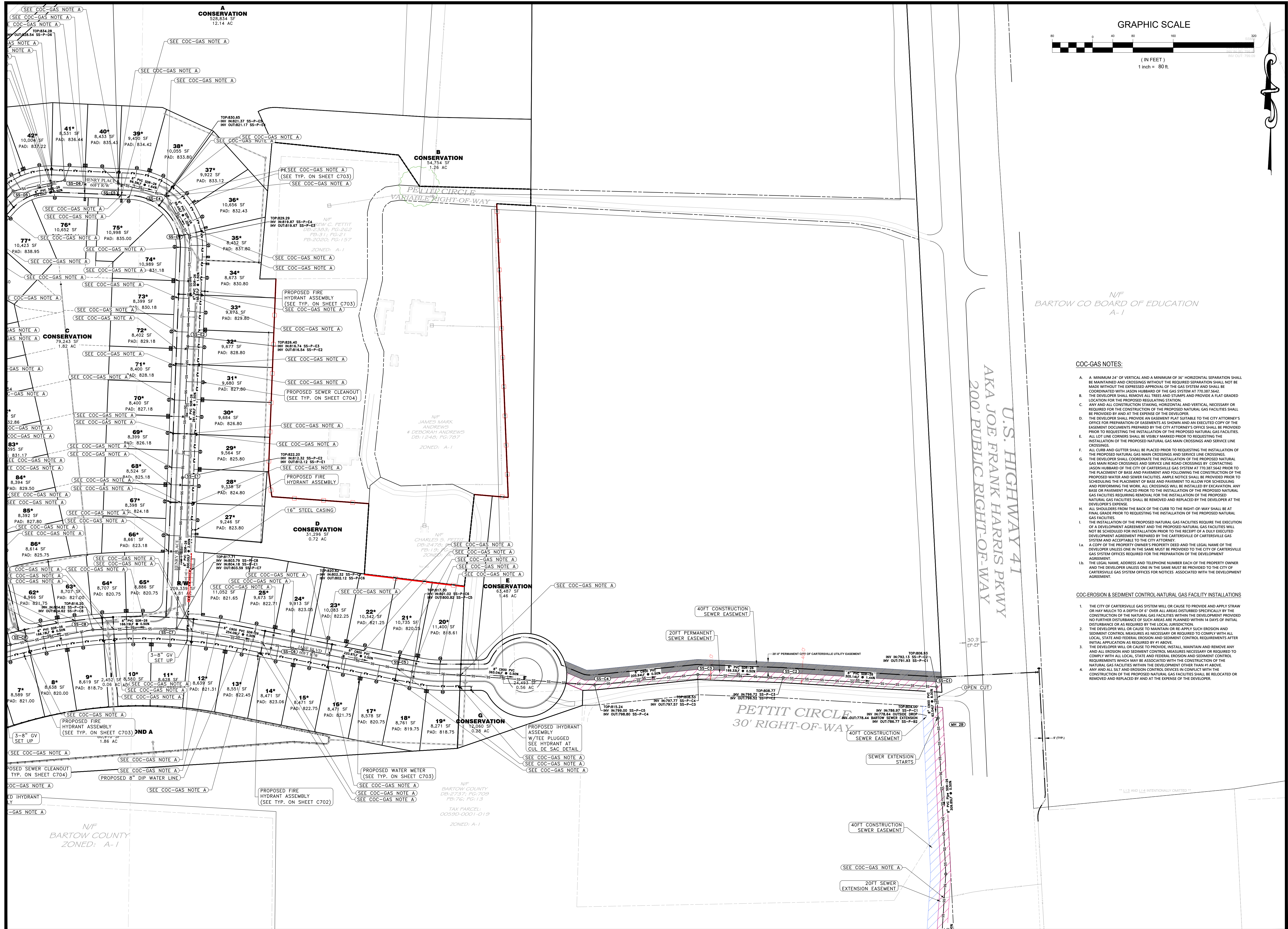
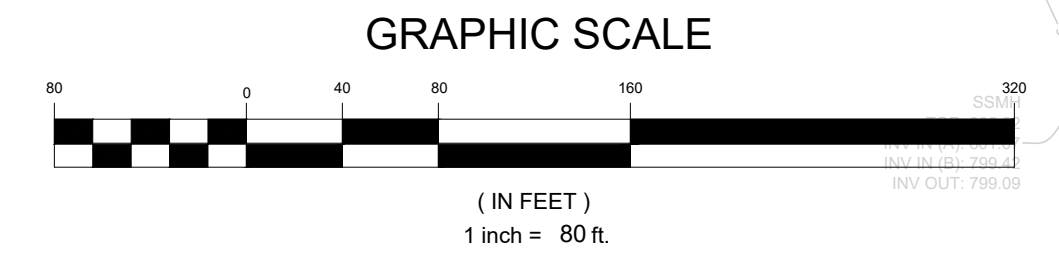


SHEET TITLE:

UTILITY PLAN

SHEET NO.:

C302



N/F
 BARTOW CO BOARD OF EDUCATION
 A-1

U.S. HIGHWAY 41
 AKA JOE FRANK HARRIS PKWY
 200' PUBLIC RIGHT-OF-WAY

COC-GAS NOTES:

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COC-EROSION & SEDIMENT CONTROL-NATURAL GAS FACILITY INSTALLATIONS

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** L13 AND L14 INTENTIONALLY OMITTED **

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed

EASEMENT

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned _____, does hereby grant and convey unto the City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as "City"), its successors and assigns, a permanent utility for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being Land Lots ### of the #TH District, #RD Section of Bartow County, Georgia being more particularly described on a sketch of a ##### square foot proposed easement dated Date, prepared for the City of Cartersville attached herewith as Exhibit "A" and incorporated herein by reference, being a ##' x ##' permanent utility easement as indicated on said sketch.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said utilities, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or

drill or operate any well, locate any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

The City shall pay all damages to fences and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS: NONE

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned has hereunto set their hand and seal this _____ day of _____, 200__.

Signed, sealed and delivered
in the presence of: _____
NAME

Witness

Notary Public

My Commission Expires