

**STATE OF GEORGIA
COUNTY OF BARTOW**

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT
(Water & Sewer Lines – Everton Estates, Phase 2)

THIS AGREEMENT, made and entered the 3rd day of March, 2023, by and between, **ETOWAH RESIDENTIAL PARTNERS 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 Access and Easement Plat and the Utility Easement Plat, Phase 2, for the development known as Everton Estates, under the Development Regulations for the City of Cartersville, 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 plats, copies of which are recorded in the Office of the Clerk of Superior Court of Bartow County, Georgia, as Plat Book 2022, Page 79, and Plat Book 2023, Pages 78-81 which said plats by reference are incorporated herein and made a part hereof, does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all water lines and sewer lines, any water and sewer easements, and related facilities and infrastructure, installed in accordance with the construction plans as approved for **Everton Estates, Phase 2**, and included herein by reference, together with rights-of way for all water lines, sewer lines, any water and sewer easements, and related facilities and infrastructure and other public purposes as shown thereon. 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 has procured a Performance and Maintenance Bond from Capitol Indemnity Corporation, Bond Number CIC 1921558. Said bond was in the original principal amount of \$181,000.00, which represented approximately 25% the cost of the water and sewer improvements for the entire Everton Estates Project; however, a Change Rider was provided to reduce the sum to \$68,000.00, representing approximately of 25% of the total cost of water and sewer improvements for Phase 1, along with a Change Rider specifically to revise the location address, to cover Phase 1 of the Everton Estates Project only. Another Change Rider has now been provided for Phase 2 to increase the bond amount by \$50,00.00, to total of \$118,000.00. The Performance and Maintenance Bond 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, 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 his 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.

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:

Sharon Carter
Witness

S Robinson
Notary Public

My Commission Expires: 3/18/2025

[SEAL]

S Robinson
NOTARY PUBLIC
Douglas County
State of Georgia
My Comm. Expires March 18, 2025

ETOWAH RESIDENTIAL PARTNERS
LLC

By: *Richard Aaronson*
Richard Aaronson, Authorized Member

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for Everton Estates, Phase 1, 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