

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 & Sewer – Satterfield Commons Townhomes)

THIS AGREEMENT, made and entered the ____ day of _____, 2023, by and between, **SOUTHEAST-CENTER ROAD ACQUISITION 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 the development plans approved by Grantee in connection with Grantor’s application for a land disturbance permit for Satterfield Commons Townhomes, 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 sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and other facilities and infrastructure to be constructed in accordance with the Development Plans (the “Water and Sewer Facilities”).

Grantor hereby warrants that this conveyance is free and clear of any liens and encumbrances, except those (x) recorded in the land records of Bartow County or (y) otherwise specifically made known to and accepted by the City in writing.

A Performance and Maintenance Bond has been provided by the developer of the Project, Paran Homes, LLC (the "Developer"), to the City of Cartersville, in the amount of \$192,871.25 which such amount is intended to equal 25% of the total cost to develop and install the Water and Sewer Facilities. The Performance and 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 and Sewer 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 and Sewer 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 and Sewer 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 and Sewer 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 and Sewer 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, the Grantee may upon notice to Grantor perform such repairs and the Performance and 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 Performance and 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 and Sewer 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.

[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:

Matthew Fisher
Witness *Matthew Fisher*

Kimberley Clark
Notary Public

My Commission Expires: Dec 3, 2023

[SEAL]

KIMBERLEY CLARK
Notary Public - State of New York
No. 01CL6178510
Qualified in Richmond County
My Comm. Expires Dec. 3, 2023

SOUTHEAST-CENTER ROAD ACQUISITION LLC,
a Delaware limited liability company

By: Southeast Acquisition LLC, a Delaware limited liability company, its sole member

By: JPMorgan Chase Bank, N.A., its manager

By: Christopher Castellini
Name: *Christopher Castellini*
Title: Vice President

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for Satterfield Commons Townhomes, 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

