

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 – The Bend at Pettit Creek - Townhomes)

**THIS AGREEMENT**, made and entered the \_\_\_\_ day of August, 2023, by and between, **LIPSCOMB CIRCLE OWNER, 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 The Bend at Pettitt Creek Townhomes – Lipscomb Circle, 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 and sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and other facilities and infrastructure and other public purposes in accordance with the construction plans as approved for the The Bend at Pettit Creek Townhomes, 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.

A Performance and Maintenance Bond has been provided by the Developer or Owner of the Project, **LIPSCOMB CIRCLE OWNER, LLC**, to the City of Cartersville, in the amount of \$477,370.00 consisting of 25% of the total cost of water and sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and other facilities and infrastructure and other public purposes improvements. 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 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 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.

[SIGNATURE ON NEXT PAGE]

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

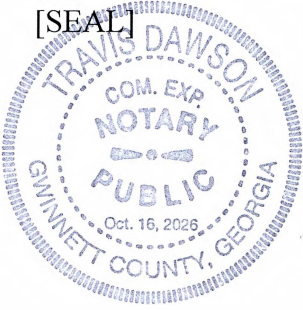
Signed, sealed and delivered in the presence of

[Signature]  
Witness

[Signature]  
Notary Public

My Commission Expires: 10.16.2026

[SEAL]



LIPSCOMB CIRCLE OWNER, LLC (owner)

By: [Signature]  
By: Lipscomb Circle JV, LLC, its sole member  
By: PGC Lipscomb Circle, LLC, its Managing Member  
By: PGC Investors, LLC, its manager  
By: Pine Grove Communities, LLC, its sole member

Print Name: Scott Debow

Title: Manager

**ACCEPTANCE BY CITY OF CARTERSVILLE**

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for The Bend at Pettit Creek Townhomes, was approved and accepted by the City of Cartersville in a regularly called meeting on \_\_\_\_\_, 2023 by a vote of:

AYE            \_\_\_\_\_

NAY            \_\_\_\_\_

ABSTAIN      \_\_\_\_\_

ABSENT        \_\_\_\_\_

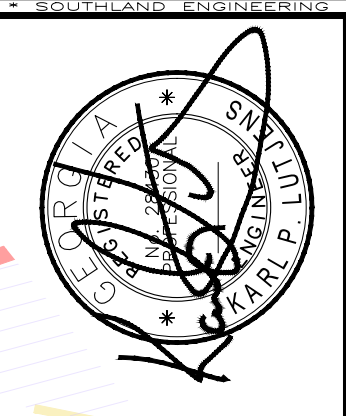
\_\_\_\_\_  
Matthew J. Santini, Mayor

ATTEST:

\_\_\_\_\_  
Julia Drake, City Clerk

[AFFIX SEAL]

# EXHIBIT "A"



### Bartow County Notes

- RECORDING OF THIS PLAT CONSTITUTES APPROVAL FROM THE BARTOW COUNTY ZONING DEPARTMENT ONLY AND DOES NOT CONSTITUTE ACCEPTABILITY FOR BUILDING PERMITS.
- OWNER/DEVELOPER SHALL ACCEPT FULL LIABILITY FOR THE SAFETY OF ALL PERSONS IN OR AROUND THE DETENTION POND AT ALL TIMES.
- OWNER/DEVELOPER SHALL INDEMNIFY THE COUNTY AGAINST ALL SUITS BROUGHT ABOUT BY THE NEGLIGENCE OF OWNER/DEVELOPER.
- OWNER/DEVELOPER SHALL TAKE PRECAUTIONARY MEASURES TO DETER CHILDREN AND INDIVIDUALS FROM GOING NEAR THE DETENTION POND. PARENTS SHALL BE WARNED TO KEEP CHILDREN AWAY FROM THE FACILITY AND WARNING SIGNS SHOULD BE POSTED.
- IT IS THE OWNER/DEVELOPER/BUILDER'S RESPONSIBILITY TO ENSURE THAT RESIDENTIAL LOTS HAVE SUFFICIENT GRADE TO PREVENT FLOODING OF PROPOSED STRUCTURES AND PERTINENT IMPROVEMENTS SUCH AS ONSITE SEPTIC SYSTEMS. OWNER/DEVELOPER SHALL NOTIFY BUILDER OF ANY SPECIAL CONDITIONS RELATING TO LOT DRAINAGE AND FLOODING POTENTIAL.
- DITCHES / DRAINAGE EASEMENTS (D.E.) WITHIN THE SUBDIVISION SHALL BE MAINTAINED AND PROTECTED BY THE OWNER.
- RESIDENTIAL FENCES ARE NOT ALLOWED IN DRAINAGE EASEMENTS.
- ACCESS TO DETENTION PONDS SHALL REMAIN IN-PLACE AT ALL TIMES. RESIDENTIAL FENCING AND LANDSCAPING SHALL NOT BE ALLOWED WITHIN THIS AREA.
- DETENTION AREA SHALL REMAIN AS A DETENTION POND PER APPROVED DESIGN AND CERTIFIED AS-BUILT IN PERPETUITY AND SHALL NOT BE ENCLOSED UPON FOR ANY REASON.
- BUILDER SHALL PROVIDE COUNTY ZONING/BUILDING INSPECTIONS DEPARTMENT, AS-BUILT MINIMUM FINISHED FLOOR ELEVATIONS FOR ALL RESIDENTIAL LOTS AFFECTED BY FLOOD HAZARDS. ELEVATIONS SHALL BE CERTIFIED BY DESIGN ENGINEER, FOR DESIGN COMPLIANCE PRIOR TO THE FRAMING/ROUGH INSPECTION OF INDIVIDUAL BUILDING.
- SIDEWALKS ARE REQUIRED AS SHOWN ON PLAT AND SHALL BE CONSTRUCTED IN CONFORMITY WITH THE DETAILS FOUND IN THE BARTOW COUNTY SITE AND UTILITY DETAILS FOR DEVELOPMENT. SIDEWALKS SHALL BE INSTALLED BY THE DEVELOPER AND/OR BUILDER AND PRIOR TO REQUEST OF A FINAL INSPECTION AND/OR CERTIFICATE OF OCCUPANCY. DEVELOPER IS RESPONSIBLE FOR INFORMING BUILDER OF SAID REQUIREMENT.
- ACCEPTANCE AND/OR SUBSEQUENT ACCEPTANCE OF THESE PLANS DOES NOT CONSTITUTE APPROVAL BY BARTOW COUNTY OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS, JURISDICTIONAL WATERS OF THE STATE, AREAS OF THREATENED/ENDANGERED SPECIES, OR AREAS OF HISTORICAL SIGNIFICANCE. IT IS THE OWNER'S RESPONSIBILITY TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR ANY REQUIRED APPROVALS.
- THE DETENTION POND(S) SHALL REMAIN AS PRIVATE PROPERTY. OWNERSHIP, MAINTENANCE AND ALL LIABILITIES ASSOCIATED WITH THE DETENTION POND(S) SHALL REMAIN WITH THE OWNERS AND SUCCESSORS. OWNER/DEVELOPER SHALL PROVIDE THAT OBLIGATIONS ASSOCIATED WITH THE DETENTION POND BE TRANSFERRED TO ALL SUCCESSORS AND ASSIGNS OF PROPERTY, AND SHALL ACCEPT RESPONSIBILITY FOR INFORMING SUCH SUCCESSORS AND ASSIGNS OF SAID OBLIGATIONS. STORM WATER DETENTION FACILITY SHALL REMAIN IN PLACE AS APPROVED AND AS-BUILT CERTIFIED IN PERPETUITY AND SHALL NOT BE ENCLOSED UPON FOR ANY REASON.

### Owner Certification

I HEREBY CERTIFY THAT I AM THE OWNER OF THE LAND SHOWN ON THIS PLAT (OR A DULY AUTHORIZED AGENT THEREOF) WHOSE NAME IS SUBSCRIBED HERETO. I ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND FOR VALUE RECEIVED THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, I DO HEREBY CONVEY ALL PUBLIC STREETS AND RIGHTS-OF-WAY, DETENTION POND LOTS, WATER MAINS AND SEWER LINES SHOWN HEREON IN FEE SIMPLE TO BARTOW COUNTY AND FURTHER DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED, IN CONSIDERATION OF THE APPROVAL OF THIS CONSTRUCTION PLAN AND OTHER VALUABLE CONSIDERATIONS, I FURTHER RELEASE AND HOLD HARMLESS BARTOW COUNTY FROM ANY AND ALL CLAIMS, DAMAGES, OR DEMANDS ARISING ON ACCOUNT OF THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PROPERTY SHOWN HEREON; ON ACCOUNT OF THE ROADS, FILLS, EMBANKMENTS, DITCHES, CROSS DRAINS, CULVERTS, WATER MAINS, SEWER LINES, AND BRIDGES WITHIN THE PROPOSED RIGHTS-OF-WAY AND EASEMENTS SHOWN; AND ON ACCOUNT OF BACKWATER, THE COLLECTION AND DISCHARGE OF SURFACE WATER, OR THE CHANGING OF COURSES OF STREAMS, AND FURTHER, I WARRANT THAT I OWN FEE SIMPLE TITLE TO THE PROPERTY SHOWN HEREON AND AGREE THAT BARTOW COUNTY SHALL NOT BE LIABLE TO ME, MY HEIRS, SUCCESSORS, OR ASSIGNS FOR ANY CLAIMS OR DAMAGES RESULTING FROM THE CONSTRUCTION OR MAINTENANCE OF CROSS DRAIN EXTENSIONS, DRIVES, STRUCTURES, STREETS, CULVERTS, CURBS, OR SIDEWALKS, THE CHANGING OF COURSES OF STREAMS AND RIVERS, FLOODING FROM NATURAL CREEKS AND RIVERS, SURFACE WATERS, AND ANY OTHER MATTER WHATSOEVER. I FURTHER WARRANT THAT I HAVE THE RIGHT TO SELL AND CONVEY THE LAND ACCORDING TO THIS PLAT AND DO HEREBY BIND OWNERS AND MYSELF SUBSEQUENT IN TITLE TO DEFEND BY VIRTUE OF THESE PRESENTS.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
TAX PARCEL: 0071-0020-001

PRINTED NAME \_\_\_\_\_

### General Notes

- THIS DEVELOPMENT IS SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE BARTOW COUNTY SUPERIOR COURT CLERKS OFFICE IN DEED BOOK: \_\_\_\_\_; PAGE: \_\_\_\_\_
- ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS COLLECTED WITH RTK GPS WITH A POSITIONAL ACCURACY OF 0.05M AND 0.07V.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 160,000 FEET.
- EQUIPMENT USED: CHAMPION PRO BASE AND ROVER GPS WITH DATA COLLECTOR.
- RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
- DRAINAGE EASEMENTS OFF THE RAW SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- PROPOSED TOWNHOMES, DRIVEWAYS, AND SIDEWALK SHOWN IN GREEN/COLOR.
- 100 YEAR FLOOD PONDING LIMITS CONTAINED TO STRUCTURES UNLESS SHOWN OTHERWISE.
- UTILITY EASEMENTS TO BE 20' IN WIDTH, CENTERED ON UTILITIES AS CONSTRUCTED.

### Bartow County Development Certification

THIS PLAT, HAVING BEEN SUBMITTED TO BARTOW COUNTY AND HAVING BEEN FOUND TO COMPLY WITH THE BARTOW COUNTY DEVELOPMENT STANDARDS AND THE BARTOW COUNTY ZONING ORDINANCE, IS APPROVED SUBJECT TO THE INSTALLATION AND DEDICATION OF ALL STREETS, UTILITIES, EASEMENTS, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE DEVELOPMENT REGULATIONS AND THE POSTING OF A TWO YEAR MAINTENANCE SECURITY.

|                                   |      |
|-----------------------------------|------|
| CITY OF CARTERSVILLE WATER SYSTEM | DATE |
| ENGINEERING DIVISION              | DATE |
| ZONING DIVISION                   | DATE |

### Conformity Statement

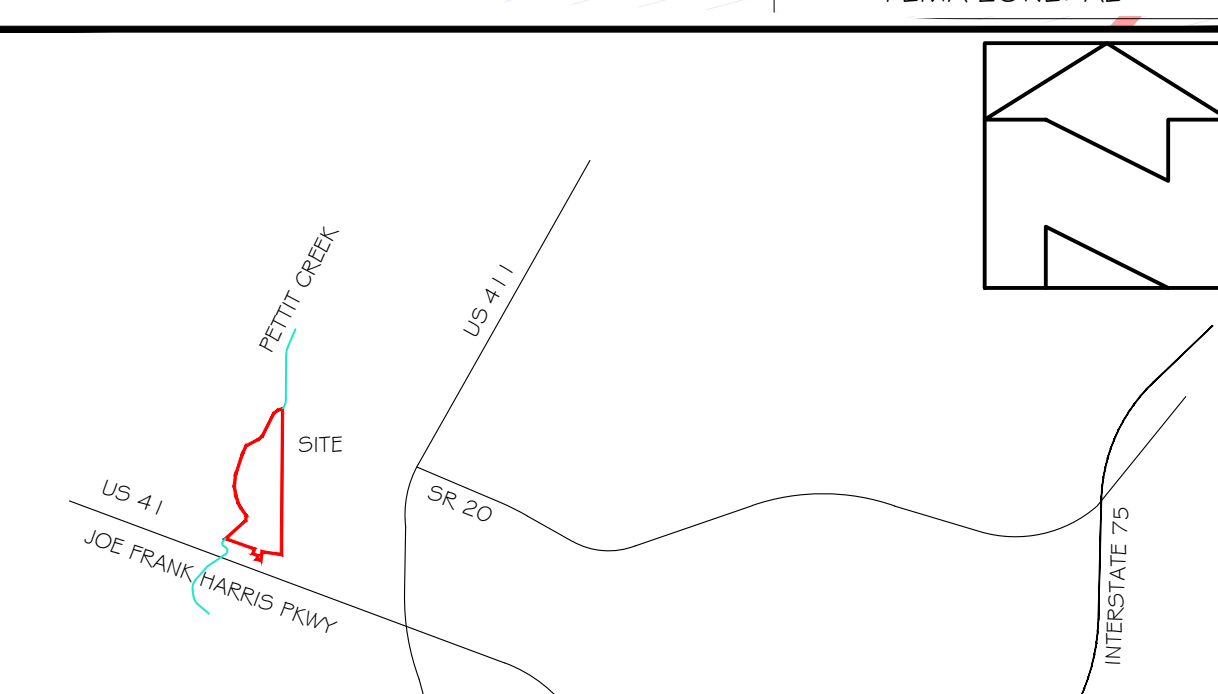
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR. THIS PLAT HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS THAT REQUIRE PRIOR APPROVAL FOR RECORDING THIS TYPE OF PLAT OR ONE OR MORE OF THE APPLICABLE LOCAL JURISDICTIONS DO NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT. FOR ANY APPLICABLE LOCAL JURISDICTION THAT REQUIRES APPROVAL OF THIS TYPE OF PLAT, THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS PLAT, THE AGENCY OR OFFICE OF THAT INDIVIDUAL, AND THE DATE OF APPROVAL ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. SUCH APPROVALS, AFFIRMATIONS, OR ORDINANCE OR RESOLUTION NUMBERS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

KEVIN COONEY - GA PLS 2980

**TOTAL  
30.742 ACRES**

N/F  
LIPSCOMB CIRCLE  
OWNER LLC  
DB:3466 PG:344  
  
TAX PARCEL:  
0071-0020-001

100-YR FLOOD PLAIN  
(AS SCALED FROM BARTOW  
COUNTY REGULATOR  
FEMA ZONE: AE)

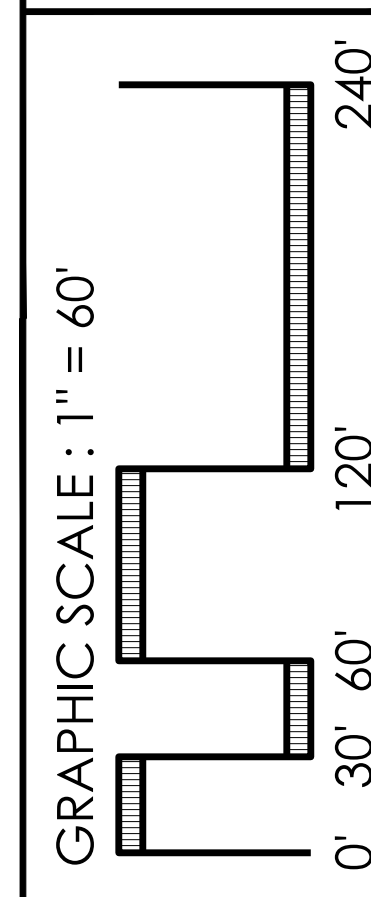


VICINITY MAP  
"NOT TO SCALE"

|                    |                         |                    |                        |                  |
|--------------------|-------------------------|--------------------|------------------------|------------------|
| IRON PIN FOUND     | DOUBLE WING CATCH BASIN | GAS VALVE          | SEWER MANHOLE          | POWER POLE       |
| CONCRETE MON-FOUND | SINGLE WING CATCH BASIN | GAS METER          | CLEAN OUT              | GUY WIRE         |
| IRON PIN PLACED    | JUNCTION BOX            | TELEPHONE MANHOLE  | WATER VALVE            | ELECTRIC METER   |
| BENCHMARK          | CURB INLET              | ELECTRIC MANHOLE   | WATER METER            | TRANSFORMER      |
| PHOTO REFERENCE    | YARD INLET              | TELEPHONE PEDESTAL | FIRE HYDRANT           | LIGHT POLE       |
| EXCEPTIONS         | DROP INLET              | SIGN               | IRRIGATION CONT. VALVE | FLOW ARROW       |
| PARKING BOLLARD    | HEADWALL                |                    | WELL                   | MAILBOX          |
| STORM PIPE         | OVERHEAD PWR.           |                    | WATER LINE             | COMM. LINE       |
| SEWER PIPE         | FENCE LINE              |                    | GAS LINE               | UNDERGROUND PWR. |

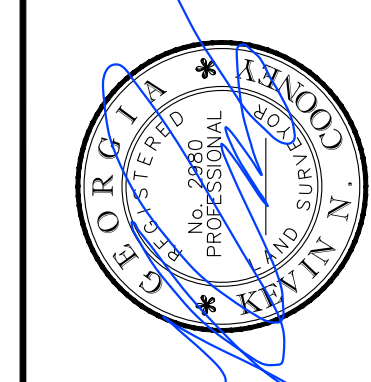
N/F  
FRANK BISHOP #  
LOUISE ROGERS  
DB:436; PG:113  
  
TAX PARCEL:  
CO53-0001-001

| ROAD INFORMATION |       |
|------------------|-------|
| NAME             | WIDTH |
|                  |       |
|                  |       |
|                  |       |



ZONED: R-35  
TOTAL AREA OF SITE: 33.7 ACRES  
TOTAL AREA OF PAVEMENT: 200,000 SQ. FT.  
MINIMUM LOT FRONTAGE: 200 FEET  
A. FRONT YARD SETBACK: 25 FEET  
B. SIDE YARD SETBACK: 25 FEET  
C. REAR YARD SETBACK: 25 FEET

**Flood Statement**  
ACCORDING TO THE F.F.R.M. (FLOOD INSURANCE RATE MAP) OF BARTOW COUNTY, PANEL NO. 13015 C 0255 H, DATED OCTOBER 5, 2018 SHOWS THE REFERENCED PARCELS IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS (AE-X).  
  
**Owner/Developer**  
PINE GROVE PARTNERS LLC  
309 EAST PACES FERRY ROAD, NE, SUITE 400  
ATLANTA, GA 30305  
404-607-7400



**FINAL PLAT**  
**THE BEND AT PETTIT CREEK**  
A TOWNHOME COMMUNITY  
LOCATED IN LAND LOTS 20, 53 & 92  
4th DISTRICT, 3rd SECTION,  
BARTOW COUNTY, GEORGIA

DATE: AUGUST 6, 2023  
JOB NO: 21127  
REV: \_\_\_\_\_  
DATE OF FIELDWORK: JUNE 20, 2023  
PK: KNC  
CH: KNC  
APP: KNC

**SOUTHLAND ENGINEERING**  
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
114 OLD MILL ROAD, CARTERSVILLE, GA 30120  
PH: 770-387-0440 FAX: 770-607-5151

