

ROAD REPAIR AND MAINTENANCE AGREEMENT

This Road Repair and Maintenance Agreement (hereinafter referred to as "Agreement") is made and entered into this ___ day of _____, 2022 by and between Kate's Cove Homeowner's Association, Inc. (hereinafter referred to as the "HOA") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "County").

RECITALS

WHEREAS, the HOA maintains the roads that it owns within Kate's Cove Subdivision (hereinafter referred to as the "Subdivision"), including Kates Cove Drive, Cambridge Drive, and Fairmont Drive (hereinafter referred to as the "Roads"), a portion of which is owned and maintained by the County, as shown on the attached drawing entitled "_____" prepared by the Effingham County GIS department, dated _____, 2022; and

WHEREAS, a portion of the roads in the Subdivision are within the unincorporated areas of the County and a portion of the Roads are within the City limits of Rincon, Georgia; and

WHEREAS, a portion of the roads, specifically Fairmont Drive, maintained by the County includes a portion of a decorative brick paver driving surface (hereinafter referred to as "brick pavers"; and

WHEREAS, the maintenance and repair of said brick pavers are unique and complex and requires specialty work by qualified contractors; and

WHEREAS, the County maintains its roads according to County standards which does not include brick pavers; and

WHEREAS, the HOA wants to keep the brick pavers in place; and

WHEREAS, the HOA agrees to repair and maintain the brick pavers; and

WHEREAS, the County agrees to contribute to the repair of the brick pavers; and

WHEREAS, after the repairs are complete, the County will deed all of its interest in the road which contains the brick pavers including the bridge to the HOA; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County will contribute up to Thirty-Six Thousand Dollars (\$36,000.00) to repair the section of the road with brick pavers.
2. The HOA shall retain, subject to approval by the County's Engineers, one or more competent professional engineers and contractors to perform the repairs to the brick pavers. The HOA shall

provide the County a statement from their contractor certifying that the materials and workmanship of the brick pavers and other related materials and work meet the County's specifications and standards. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable testing as required by County engineers in accordance with County specifications and standards.

3. After repairs to the brick pavers are complete, the County shall quit claim deed the section of the road that contains the brick pavers and bridge to the HOA, and the HOA shall be responsible for 100% of the future cost and expense of the brick pavers and bridge maintenance.

4. County will obtain a recordable plat showing the portion of the road that contains the brick pavers and the bridge so that the County can prepare the quit claim deed referenced in Paragraph 3 above.

5. HOA agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligence of the HOA or anyone hired by the HOA to repair the roads.

6. All provisions of law now or hereafter in effect relating to road design and construction by the County shall be applicable to this Agreement.

7. This Agreement between the County and the HOA shall not be transferred or assigned in whole or in part without prior approval of the County being endorsed thereon, and that any violation of this limitation shall terminate the County's obligation and forfeit the HOA's rights thereunder. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County. This Agreement shall constitute the entire agreement between the parties. Any modifications or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect. The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

8. This Agreement supersedes and replaces all previous agreements, memoranda or correspondence between the County and HOA, whether written or oral among the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

Kate's Cove Homeowners Association, Inc.

By: _____
Its: CEO

By: _____
Its: Secretary

Signed, sealed and delivered this _____ day of _____, 2022, in the presence of:

WITNESS

NOTARY PUBLIC

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

**BOARD OF COMMISSIONERS OF EFFINGHAM
COUNTY, GEORGIA**

By: _____
Wesley Corbitt
Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

Signed, sealed and delivered this _____ day of _____, 2022, in the presence of:

WITNESS

NOTARY PUBLIC