

STATE OF GEORGIA

COUNTY OF BARTOW

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered the ____ day of _____, 2008, by and between, _____, (hereinafter referred to as “Grantor”), and the CITY OF EMERSON, GEORGIA, a municipal corporation, (hereinafter referred to “Grantee”), provides as follows:

For and in consideration of the approval of a final plat of development under the Development Regulations for the City of Emerson, 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 final plat, a copy of which is recorded in the Office of the Clerk of Superior Court of Bartow County, Georgia, as Plat Book ____, Page ____, and which said plat by reference is 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 *{streets, sidewalks and right-of-ways, all storm water facilities, all drainage facilities, all easements, any and all fencing around retention or detention ponds on the property, and other facilities}* installed in accordance with the construction plans as approved for _____,

Emerson, Georgia, and included herein by reference, together with rights-of way, perpetual easements for *{fencing, streets, drainage, sidewalks}*, 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 shall procure a Maintenance Bond /Letter of Credit from _____
_____(bank) in the amount of \$_____ consisting of 15% of the total cost of the improvements. The Maintenance Bond/Letter of Credit 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 *{rights-of-ways, streets, water and sewer facilities, drainage, storm water, fencing, sidewalk and easements}* installed in accordance with the construction plans as approved and agrees that the City of Emerson 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 eighteen (18) 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 eighteen (18) 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.

In the event any lots are sold it must be part of the sales contract, deed, and covenants that the Grantor must install the sidewalks to the specifications provided herein, if they fail to do so, the City shall have a lien against the property for the cost of installing the sidewalks per the specifications on the Final Plat. Provided that these provisions are recorded in a sale contract, deed, and/or covenants; then upon the

expiration of the time periods set forth in herein, the Grantor may reduce the outstanding letter of credit by that pro-rata amount, upon written approval by the Grantee and/or sale a lot prior to the installation of sidewalks.

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.

By: _____
Its: _____

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

ACCEPTANCE BY CITY OF EMERSON

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement was approved and accepted by the City of Emerson in a regularly called meeting on _____, 2008 by a vote of AYE ____ NAY ____, ABSTAIN ____, and ABSENT ____.

Mayor, City of Emerson

ATTEST:

City Clerk, City of Emerson