

OWNERS WARRANTY AGREEMENT
(Maintenance Only)

This Agreement is made and entered into as of the _____ day of _____, 20_____, between _____ (hereinafter referred to as "Owner") and Chatham County, Georgia (together with its designated agents and representatives hereinafter referred to as "Chatham County").

W I T N E S S E T H, T H A T:

WHEREAS, plans and specifications for the proposed Subdivision known as _____ have been reviewed by Chatham County and found to meet its minimum standards for construction; and

WHEREAS, Owner has completed construction of the Subdivision Improvements; and

WHEREAS, the completed Subdivision Improvements have been approved by Chatham County; and

WHEREAS, the Owner desires that the Subdivision Plat be approved for recording at a meeting of the Chatham County Commissioners;

NOW, THEREFORE, for in and consideration of Chatham County's approval of the Subdivision Improvements and the Subdivision Plat, ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Chatham County agree as follows:

I.
DEFINITIONS

- 1.1 Cost Basis shall refer to the cost of the Subdivision Improvements as completed.
- 1.2 Dedicated Improvements shall refer to the Subdivision Improvements listed in Section 5.1 that if completed by the Owner and approved and accepted by Chatham County will be maintained by Chatham County.
- 1.3 Initially Held Lots shall refer to 10% of total available lots subdivided initially that shall be held from recording. An escrow retaining the held lots under a single parcel shall be dedicated at the time of recording.
- 1.4 Initially Recorded Lots shall refer to 90% of total available lots subdivided initially that may be recorded.
- 1.5 Other Improvements shall refer to the Subdivision Improvements listed in Section 5.2 that are not to be maintained by Chatham County.

- 1.6 Plans and Specifications shall refer to those plans and specifications designed by the Owner's engineer and found to meet Chatham County's minimum standards for construction, as amended and revised from time to time with the approval of Chatham County, for the construction of streets, utilities and other infrastructure in the Subdivision. A complete set of said Plans and Specifications is on file with Chatham County and is incorporated herein by reference.
- 1.7 Required Inspections shall refer to those inspections required by Chatham County Engineering Policy for County approval and acceptance of the Dedicated Improvements.
- 1.8 Security shall refer to initially held lots or cash deposit in favor of Chatham County for the purpose of securing Owner's obligations hereunder as more particularly described in Section 2.4 hereof.
- 1.9 Subdivision shall refer to a subdivision known as _____ located or to be located in Chatham County, Georgia on property of Owner more particularly described on Exhibit A attached hereto and made a part hereof by this reference.
- 1.10 Subdivision Improvements shall refer to the streets, utilities and other infrastructure for the Subdivision as described in the Plans and Specifications and listed in Section 5.1 and 5.2 hereof.
- 1.11 Subdivision Plat shall refer to the final subdivision plat for said Subdivision as approved by Chatham County for recording in the Chatham County, Georgia real estate records.
- 1.12 Subdivision Realty Value shall refer to the cumulative retail value of the total available lots.
- 1.13 Total Available Lots shall refer to the _____ lots that make up the entire _____ Subdivision.

II.
MAINTENANCE WARRANTY

- 2.1 MAINTENANCE WARRANTY. Upon completion by Owner and approval by Chatham County of the Subdivision Improvements, Owner guaranties the Subdivision Improvements to Chatham County for a period of twelve (12) months from the date of approval, against failures, faults and/or deficiencies in materials or workmanship according to the standards contained in the Chatham County Engineering policies, as amended from time to time, and the standards of construction relevant in Chatham County, Georgia. Owner is responsible for scheduling all required inspections to satisfy his obligations under this agreement.

- 2.2 COST BASIS. Owner and Chatham County agree that the Cost Basis of the Subdivision Improvements is \$_____. The Cost Basis of the Subdivision Improvements shall be less than the cash value of the total available lots.
- 2.3 SUBDIVISION REALTY VALUE. Owner and Chatham County agree that the Retail Value of the total available lots is \$_____.
- 2.4 MAINTENANCE SECURITY. At least two weeks prior to the date of the regular meeting of the Chatham County Commissioners when the completed Subdivision Improvements are scheduled to be approved, the Owner shall secure its obligations under Section 2.1 hereof by providing to Chatham County, simultaneously herewith, one of the following:

Please initial one:

Owner Chatham County

_____ (1) Owner shall withhold 10% of the total available lots from being recorded until the 12-month warranty period has expired and all Subdivision Improvements have been re-inspected and approved.

_____ (2) Owner shall deposit cash, or other instruments readily convertible into cash at face value that are acceptable to Chatham County, in escrow with Chatham County in an amount equal to ten percent (10%) of the Subdivision Realty Value. Said funds shall be held for a minimum term ending at least twelve (12) months after approval by Chatham County of the Subdivision Improvements, but Chatham County shall have no obligation to release said funds until the Subdivision Improvements have been finally approved and accepted by Chatham County.

- 2.4 REMOVAL OF SECURITY. At the end of said twelve (12) month warranty period, in the event that Owner satisfies its obligations under Section 2.1 hereof, said Security shall be canceled or returned to Owner by Chatham County within thirty (30) days after expiration of the Maintenance Warranty.

**III.
CHATHAM COUNTY OBLIGATIONS**

- 3.1 SUBDIVISION PLAT. Upon final execution of this Agreement by Owner and Chatham County, and the provision to Chatham County of adequate Security, as

provided above, Chatham County agrees to approve the Subdivision Plat for recording in the records of the Office of the Clerk of the Superior Court of Chatham County, Georgia.

- 3.2 ACCEPTANCE OF SUBDIVISION IMPROVEMENTS. Upon the expiration of the Maintenance Warranty period, provided Owner is not in default hereunder, Chatham County agrees to accept the dedication of the Dedicated Improvements for maintenance purposes.

IV. DEFAULT

- 4.1 EVENTS OF DEFAULT. The following shall be considered events of default ("Events of Default") under this agreement:

- (1) The Subdivision Improvements are not constructed in accordance with the Plans and Specifications.
- (2) Owner fails to correct to the reasonable satisfaction of Chatham County any failure, fault or deficiency in the Subdivision Improvements pursuant to the Maintenance Warranty contained herein within sixty (60) days after written notice from Chatham County to Owner to correct such failure, fault or deficiency.
- (3) Owner fails to record the remaining 10% of the total available lots within ___ years from the execution of this agreement.
- (4) Owner alters the number of total available lots.
- (5) Owner sells the initially held lots prior to the expiration of the 12-month warranty period.

- 4.2 REMEDIES UPON DEFAULT. In the event any Event of Default occurs, Chatham County shall have all or any of the following rights and remedies:

- (1) If the Security is the initially held lots, Chatham County may immediately and without notice to the Owner, place a lien on the initially held lots, for the sole and absolute discretion of Chatham County, available within Parcel _____ of the _____ Subdivision in Chatham County to be utilized in any manner that it deems appropriate.
- (2) If the Security is a cash deposit held in escrow by Chatham County, Chatham County may immediately and without notice to Owner, pay the full amount or any partial amount, in the sole and absolute discretion of Chatham County, to Chatham County to be utilized in any manner that it deems appropriate.

- (3) Notwithstanding the Security, Chatham County may proceed directly against the Owner to collect any amounts required to maintain or repair the Subdivision Improvements or reimburse Chatham County for potential liability arising out of Owner's default hereunder, fifty percent (50%) of said costs as liquidated damages to Chatham County, and all costs and expenses arising out of said default and the remedy thereof, including reasonable attorney fees and court costs.
- (4) Any other right or remedy available at law or in equity.

**V.
SUBDIVISION IMPROVEMENTS**

5.1 DEDICATED IMPROVEMENTS TO BE MAINTAINED BY CHATHAM COUNTY. The following improvements are intended to be accepted by Chatham County for maintenance: _____

 _____.

5.2 OTHER IMPROVEMENTS NOT TO BE MAINTAINED BY CHATHAM COUNTY. The following improvements are not intended to be maintained by Chatham County: _____
 _____.

**VI.
NOTICE**

6.1 Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be sent by nationally recognized overnight courier service or in registered or certified form, postage prepaid, return receipt requested, and if addressed as follows shall be deemed received upon delivery if sent by overnight courier service or three (3) days after being sent by certified mail:

Chatham County:

County Engineer
 P.O. Box 8161
 Savannah, GA 31412-8161

Owner:

or to such other address as either party may direct from time to time by written notice forwarded in accordance herewith.

IN WITNESS WHEREOF, authorized representatives of Chatham County and Owner have executed this Agreement under seal the day and year written above.

Signed, sealed and delivered this
_____ day of _____, 2015
in the presence of:

CHATHAM COUNTY, GEORGIA

By: _____

Its: _____

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Signed, sealed and delivered this
_____ day of _____, 2015
in the presence of:

OWNER:

By: _____

Its: _____

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]