### Project Name: Eastmore Subdivision - Phase 1

#### Submission Information
- **Contact Name:** Director Terrell Gibbs
- **Department:** Water Resources
- **Property Location:** Land Lots 267, 268, 269, 271, & 272
- **16th Land District**
- **City of Conyers**
- **Rockdale County, Georgia**
- **Acreage:**
- **Funding Source:** N/A

#### Purpose and Summary of Request
Approval is needed for dedication of water and sewer facilities for Eastmore Development Company, LLC / Eastmore Subdivision - Phase I.

There is no cost to RWR.

| Role | Approval
<table>
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<tbody>
<tr>
<td>□ Department Director/Elected Official Signature</td>
<td>I have reviewed the attached, and it is approved as to substance.</td>
</tr>
<tr>
<td>Signature: [Signature]</td>
<td>Date: 2/25/2020</td>
</tr>
<tr>
<td>□ County Attorney Signature</td>
<td>I have reviewed the attached, and it is approved as to form.</td>
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<tr>
<td>Signature: [Signature]</td>
<td>Date:</td>
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<td>□ Director of Finance Signature</td>
<td>I have reviewed the attached, and it is approved as to form.</td>
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<td>Signature: [Signature]</td>
<td>Date:</td>
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<td>□ Chief of Staff Signature</td>
<td>I have reviewed the attached, and it is approved for processing.</td>
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<tr>
<td>Signature: [Signature]</td>
<td>Date: 2/25/2020</td>
</tr>
<tr>
<td>□ Director of Legislative Affairs/County Clerk Signature</td>
<td>I have reviewed the attached, and it is approved for processing.</td>
</tr>
<tr>
<td>Signature: [Signature]</td>
<td>Date: 2/25/2020</td>
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</tbody>
</table>
DEDICATION OF PUBLIC WATER AND SEWER AGREEMENT

SUBDIVISIONS

THIS AGREEMENT (this “Agreement”), made as of the __ day of ___, 20__ by

and between Eastmore Development Company, LLC

Hereinafter called the “Owner” as a party of the first part, and Rockdale County, as party of the second part.

WITNESSETH:

WHEREAS, Owner has submitted to Rockdale County a plat (the “Plat”) subdividing the

property (the “Property”) of the Owner, a copy of which Plat is on file in the office of the Development

Department of Rockdale County and entitled

Eastmore - Phase 1

(the “Plat”); and

WHEREAS, in connection with the development of the Property, Owner is constructing new

public water or wastewater facilities, including, but not limited to, lines, structures, service lines, meters,

valves, manholes, fire hydrants, pumping stations, easement rights, fee simple properties and accessories as

shown on the Plat (the “Facilities”); and

WHEREAS, the Facilities are to be constructed and installed by Owner in accordance with the

Plat and the latest revisions of the Water and Sewer System Standards and Specifications; and

WHEREAS, Owner desires to connect the Facilities to the water and wastewater system owned

and operated by Rockdale County (the “Water and Wastewater System”) and to dedicate the Facilities to

Rockdale County after construction of the Facilities and approval of the Facilities by Rockdale County; and

WHEREAS, Rockdale County is willing to allow Owner to connect the Facilities to the Water

and Wastewater System and to accept dedication of the Facilities upon the terms and conditions hereinafter

set forth.
NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and promises as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Rockdale County and Owner, each acting by and through its duly authorized representatives or officers, pursuant to resolutions or ordinances duly adopted and properly passed, do hereby agree, covenant and contract as follows:

1. **RECITALS.** The foregoing recitals each being true hereby are made a part of this Agreement by reference.

2. **EASEMENTS.** Prior to construction of the Facilities, Owner agrees to grant to Rockdale County, easements which are specific and defined, including reasonable rights of ingress and egress, as are necessary to provide services by Rockdale County to the Facilities in the form of the easements attached hereto as Exhibit A and incorporated herein by this reference (the “Easements”).

3. **DEDICATION OF THE FACILITIES.**
   a. Owner hereby agrees to transfer ownership of the Facilities, free of all liens, encumbrances or claims at the time of completion of the Facilities.
   b. Owner hereby agrees to provide Rockdale County with sworn affidavits, lien waivers and release of liens acceptable to Rockdale County confirming that there are no liens, encumbrances or claims with regard to the Facilities.
   c. Owner hereby agrees to execute any and all documents as are necessary to transfer good and marketable fee simple title to the Facilities to Rockdale County.

4. **WARRANTIES OF OWNER.** Owner hereby warrants the Facilities for a period of two (2) years from the date of written Final Acceptance by Rockdale County (the “Warranty Period”) and agrees to maintain, repair, replace or restore to new condition the facilities during the Warranty Period. Owner agrees to repair, replace or restore any and all damage or defects found in the Facilities during the Warranty Period. In addition, Owner agrees to complete all deferred work (minor punchlists, adjustments to final grade, etc.) before expiration of the Warranty Period.

   The Owner agrees to furnish a bond, with good and sufficient security acceptable to Rockdale County in the sum of $39,647.73, guaranteeing the faithful performance of this agreement.
5. **NOTICES.** Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Agreement shall be in writing and shall be deemed to have been given when hand delivered or five (5) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

   a. If to Rockdale County:

      Rockdale County
      Rockdale Water Resources
      958 Milstead Avenue
      P.O. Box 289
      Conyers, Georgia 30012
      Attention: Director

   b. If to Owner:

      Eastmore Development Company, LLC
      c/o Rock A Corporation as Manager
      1785 Parker Rd., Ste. 310
      Conyers, GA 30094

6. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and undertakings, written or oral.

7. **SEVERABILITY.** The provisions of this Agreement are severable, and the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any other provision.

8. **GOVERNING LAW.** This Agreement shall be construed under, and interpreted and enforced in accordance with, the laws of the State of Georgia (except for choice of law provisions thereof).

9. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

10. **NO ASSIGNMENT.** Owner shall not transfer or assign all or any of its right, title or interest in this Agreement or delegate any of its duties or obligations hereunder without the prior written consent of Rockdale County.
11. **RIGHTS CUMULATIVE.** All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

12. **NON-WAIVER.** No failure of Rockdale County to exercise any right or power given to it under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of Rockdale County at variance with the terms and conditions of this Agreement, shall constitute a waiver of Rockdale County’s right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

13. **CONTINUITY.** Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of Rockdale County and Owner and the heirs, devisees, legatees, legal representatives, successors and assigns of Rockdale County and Owner.

14. **DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15. **TIME OF THE ESSENCE.** All time limits stated herein are of the essence of this Agreement.

16. **NO THIRD PARTY BENEFICIARIES.** Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

17. **NO AGENCY.** This Agreement shall not be construed as making either party the agent of the other, or as creating a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. Neither party shall represent to third parties that it is an agent, partner or joint venturer with the other party.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, but together shall be one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Eastmore Development Company, LLC
by Rock A Corp. as Mgr.

PARTY OF THE FIRST PART

By: [Signature]

Title: VP of Mgr.

[CORPORATE SEAL]

ATTEST: [Signature]

Title: Agent

SIGNED, SEALED
AND DELIVERED
In the presence of:

Witness

Notary

[SIGNATURES CONTINUED ON NEXT PAGE]

ROCKDALE COUNTY, GEORGIA
PARTY OF THE SECOND PART

By: __________________________ (SEAL)

[Seal]

ATTEST: ________________________

Clerk

SIGNED, SEALED
AND DELIVERED
In the presence of:

Witness

Notary

EXHIBIT A

6
ESCROW AGREEMENT
[Eastmore Subdivision – Phase I (Conyers, Georgia); County Maintenance Guarantee]

THIS ESCROW AGREEMENT (this “Escrow Agreement”) is made as of the ___ day of February, 2020, by and among ROCKDALE COUNTY, GEORGIA (“County”), EASTMORE OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation (“Depositor”) and EASTMORE DEVELOPMENT COMPANY, LLC, a Georgia limited liability company (“Developer”; collectively, the Depositor and Developer are the “Owner”), and UNITED COMMUNITY BANK, a Georgia banking corporation (“Escrow Holder”).

RECOLALS

A. In connection with the initial filing and recording of that certain “Eastmore – Phase I Final Plat” and the dedication of certain public water and wastewater facilities (the “Facilities”), Owner has agreed with the County to warrant the Facilities for a period of two (2) years, and Owner agrees to maintain, repair, replace, and restore to new condition the Facilities (the “Work”) during such 2-year warranty period. As applicable, the Work is to be performed in accordance with the County’s standard requirements.

B. Pursuant to the requirements of the County and in relation to the above described Work, Owner has agreed to escrow funds in the collective amount of $39,647.73 for the items detailed above (the “Maintenance Guarantee Amount”).

C. County and Owner have agreed that the Maintenance Guarantee Amount shall be held by the Escrow Holder to guarantee the performance of the Work, and the Escrow Holder has agreed to hold the same pursuant to the terms of this Escrow Agreement.

D. Depositor has agreed to open an escrow account with the Escrow Holder for the benefit of the County and Owner in connection with the Maintenance Guarantee Amount, which shall be held in escrow and disbursed as provided in this Escrow Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and undertakings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Escrow Holder. County and Owner hereby appoint and designate Escrow Holder as escrow holder for the purposes set forth herein, and Escrow Holder hereby accepts such appointment.

2. Deposit into Escrow. On the date hereof, Depositor has deposited the Maintenance Guarantee Amount (a sum of $39,647.73) with Escrow Holder, to be held in account number _________ (the “Escrow Account”) and to be disbursed in accordance with this Escrow Agreement. The Escrow Account shall be an interest bearing account, and all interest earned on account of the Maintenance Guarantee Amount shall be earned by Depositor and without contribution by any other party.
3. **Disbursements to Owner.** Upon written notice from County (signed by the Director of Rockdale Water Resources) to Escrow Holder, with simultaneous copy to Owner for notice purposes only, authorizing the release of all or a portion of the Maintenance Guarantee Amount to Owner, and with respect to the Facilities and Work as applicable, Escrow Holder shall promptly comply with the terms of the written notice from County (without consent from Depositor) and disburse such portion of the Maintenance Guarantee Amount directly to the Depositor and into the designated bank account of Depositor. Thereafter, and as applicable, the Maintenance Guarantee Amount shall mean the amount remaining with the Escrow Holder in the Escrow Account until fully disbursed pursuant to the terms of this Escrow Agreement.

4. **Disbursements to County.** Upon written request from County (signed by the Director of Rockdale Water Resources) to Escrow Holder, with simultaneous copy to Owner for notice purposes only, attaching a notice of default that evidences Owner’s failure to honor its guarantee to maintain all or any portion of the Facilities and to perform the Work in accordance with the County’s requirements, Escrow Holder shall promptly disburse, and without consent by Owner, the Maintenance Guarantee Amount (or any portion thereof requested by County) by written check made out to “Rockdale County, Georgia”. Thereafter, and as applicable, the Maintenance Guarantee Amount shall mean the amount remaining with the Escrow Holder in the Escrow Account until fully disbursed pursuant to the terms of this Escrow Agreement.

5. **County’s Agreement.** The County agrees with Owner to provide Escrow Holder with prompt written notice when disbursements are to be made to the Owner hereunder. Similarly, County agrees to provide Owner with prompt written notice when any such item of Work is not satisfactorily maintained in accordance with the County’s requirements and to afford the Owner a reasonable opportunity to cure the same before requesting payment of the Maintenance Guarantee Amount. Nothing in this Paragraph shall be deemed to obligate Escrow Holder in any manner.

6. **Fees and Expenses.** Depositor agrees to reimburse reasonable expenses incurred by Escrow Holder with respect to this Escrow Agreement and the Escrow Account. Additionally, Depositor agrees to pay to Escrow Holder its usual and customary fees in connection with the Escrow Account, if any. Escrow Holder and Depositor have agreed on the amount of any such fees, if any, by separate agreement and/or disclosure.

7. **No Liability.** In performing any of its duties hereunder, Escrow Holder shall not incur liability to anyone for any damages, losses or expenses, except for its own willful misconduct or gross negligence and, accordingly, it shall not incur any liability whatsoever with respect (a) to any action taken or omitted in good faith upon advice of its counsel, (b) to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Holder shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement, or (c) to the extent Escrow Holder shall be required to act or perform some obligation required of it pursuant to the banking laws and regulations applicable.
to Escrow Holder, the terms of which shall govern this Escrow Agreement and control over any conflicting provision set forth herein.

8. Hold Harmless. County and Owner acknowledge and agree that the Escrow Holder is acting solely as an escrow agent for the convenience of County and Owner. County and Owner hereby agree to indemnify, defend and hold harmless Escrow Holder against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon Escrow Holder or incurred by Escrow Holder in connection with its acceptance and the performance of its duties hereunder, including any litigation arising from this Escrow Agreement or involving its subject matter.

9. Discharge of Escrow Holder. Escrow Holder is authorized to refuse to act except upon the written consent of both County and Owner. In the event of a dispute between County and Owner sufficient in the discretion of Escrow Holder to justify its doing so, Escrow Holder shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Escrow Agreement, together with such legal pleading as its deems appropriate, and thereupon be discharged from all further duties and liabilities under this Escrow Agreement. Any such legal action may be brought in such court as the Escrow Holder shall determine to have appropriate jurisdiction. Owner shall initially bear all reasonable legal fees, costs and expenses of Escrow Holder in any such legal proceedings; provided, however, in any such legal action, nothing herein shall prohibit Owner from seeking collection and reimbursement from County for such expenses.

10. Assignment. This Escrow Agreement may not be assigned without the written consent of the parties.

11. Termination of Escrow. Unless written notice is received by Escrow Holder and Owner from the County which extends the term of this Escrow Agreement pursuant to any applicable County requirements, this Escrow Agreement shall expire at 10 a.m. Eastern on the date which is the second (2nd) year anniversary of the date of this Escrow Agreement. Upon the termination of this Escrow Agreement, Escrow Holder shall close the Escrow Account and disburse any remaining funds in the Escrow Account to Depositor. Notwithstanding the above, this Escrow Agreement shall terminate immediately upon the disbursement of all funds held in the Escrow Account pursuant to the terms of this Agreement.

12. Notices. Notices required to be given hereunder shall be in writing and shall be deemed served at the earlier of (i) actual receipt if made in person or by courier, or (ii) seventy-two (72) hours after deposit with the United States Postal Service, certified mail with return receipt requested, postage prepaid, and in either case addressed to the parties at the following addresses, or such other addresses as may from time to time be designated by written notice given as herein required:
to the Owner:

Eastmore Owners Association, Inc.
1785 Parker Road, Suite 310,
Conyers, GA, 30094
Attn: David Roper, President

AND

Eastmore Development Company, LLC
1785 Parker Road, Suite 310,
Conyers, GA, 30094
Attn: Carl Cofer, Vice President of Manager

to the County:

Rockdale County
Rockdale Water Resources
958 Milstead Avenue
P.O. Box 289
Conyers Georgia 30012
Attn: Director

to the Escrow Holder:

UNITED COMMUNITY BANK
1000 Hwy 138 SE
Conyers, Georgia 30013
Attn: Bernard Stanford

With a copy to:

UNITED COMMUNITY BANK
1000 Hwy 138 SE
Conyers, Georgia 30013
Attn: Tasha Cox

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

14. **Modification.** The Escrow Agreement and the terms set forth herein may not be modified, amended or altered in any way except by a writing signed by Owner, County and Escrow Holder.
15. **Applicable Law.** This Escrow Agreement shall be construed in accordance with the laws of the State of Georgia. Time is of the essence of this Escrow Agreement.

[SIGNATURE PAGE FOLLOWS]
WITNESS the following signatures as of the day and year first above written.

DEPOSITOR:

EASTMORE OWNERS ASSOCIATION, INC.

By: [Signature]
Name: David Roper
Title: President

DEVELOPER:

EASTMORE DEVELOPMENT COMPANY, LLC

By: [Signature]
Name: Carl It Coter
Title: VP of Mgr.

COUNTY:

ROCKDALE COUNTY, GEORGIA

By: [Signature]
Name: 
Title: Chairman

ESCROW HOLDER:

UNITED COMMUNITY BANK

By: [Signature]
Name: Bernard Stanford
Title: VP & Commercial Relationship Manager

By: [Signature]
Name: 
Title: Branch Manager
Board of Commissioners
Request for Land Acquisition Transmittal Form

Land Acquisition Process

1. Department sends request for land acquisition to the Chief of Staff. If the property has been identified and the Chief of Staff decides to proceed, then Chief of Staff sends request to CORE. If the property has not yet been identified, then the Chief of Staff sends the request to the County Real Estate agent and then to CORE.

2. CORE is the vetting mechanism for the purpose, funding, etc. The requesting department will be asked to attend the CORE meeting to explain the details of the acquisition.

3. If CORE decides to proceed, then CORE gives request to the County Attorney for due diligence phase.
   Legal due diligence includes:
   1. Title Search (Full or Limited – depending on facts and circumstances)
   2. Appraisal (by attorney approved land appraiser)
   3. Survey (New - unless current/relevant survey exists)
   4. Phase I Environmental Assessment

4. After due diligence is completed by the County Attorney, then the request comes back to CORE for confirmation to proceed.

5. If CORE provides confirmation to proceed, then the request goes to an executive session to present to the BOC with CORE and the requesting department present.
   _____ Authorizing negotiations to purchase, dispose of, or lease property as provided in O.C.G.A. §50-14-3(b)(1)(B);
   _____ Authorizing an appraisal as provided in O.C.G.A. §50-14-3(b)(1)(C);
   _____ Entering a contract for the purchase, disposal of, or lease of property as provided in O.C.G.A. §50-14-3(b)(1)(D);
   _____ Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. §50-14-3(b)(1)(E);

6. If the BOC agrees, then the property goes to the County Attorney to work with the contracted right of way agent or the appropriate party deemed necessary by the County Attorney for closing on the property.

7. Public information meetings may also be held to educate the neighborhood/citizens.

8. After the closing on the property and the recording of the deed, the property/deed goes to the BOC agenda for a public vote.