# Project Name: Conyers Tract 1 & 2

<table>
<thead>
<tr>
<th>Submission Information</th>
<th>Purpose and Summary of Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name: Director Terrell Gibbs</td>
<td>Approval is needed for dedication of water and sewer facilities and easement agreement for 1925 GA 20 Conyers, LLC.</td>
</tr>
<tr>
<td>Department: Water Resources</td>
<td>There is no cost to RWR.</td>
</tr>
<tr>
<td>Property Location: Land Lot No. 238 10th District</td>
<td></td>
</tr>
<tr>
<td>Acreage:</td>
<td></td>
</tr>
<tr>
<td>Funding Source: N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Director/Elected Official Signature</th>
<th>Chief of Staff Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have reviewed the attached, and it is approved as to substance.</td>
<td>I have reviewed the attached, and it is approved for processing.</td>
</tr>
<tr>
<td>Signature: [Signature] Date: 3/4/2020</td>
<td>Signature: [Signature] Date: 3/9/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County Attorney Signature</th>
<th>Director of Legislative Affairs/County Clerk Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have reviewed the attached, and it is approved as to form.</td>
<td>I have reviewed the attached, and it is approved for processing.</td>
</tr>
<tr>
<td>Signature: Date:</td>
<td>Signature: Date:</td>
</tr>
</tbody>
</table>

| Director of Finance Signature | |
|------------------------------||
| I have reviewed the attached, and it is approved as to form. | |
| Signature: Date: | Signature: Date: |
DEDICATION OF PUBLIC WATER AND SEWER AGREEMENT

THIS AGREEMENT (this "Agreement"), made as of the 5th day of January, 2020, by
and between 1925 GA 20 Conyers, 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

Easement Exhibit for Conyers Tract 1 & 2

(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. **RECOLLATION.** 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 $5,962.50, guaranteeing the faithful performance of this agreement. Said bond shall be of even date with agreement or of subsequent date, but
in no circumstance shall the bond expire prior to the expiration of the Warranty Period and successful completion of all items to be repaired, replaced or restored pursuant to 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:
   1925 GA 20 Conyers, LLC
   2964 Peachtree Road Suite 650
   Atlanta, GA 30305
   Attn: Mr. Bryan Pruiett

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.

[Signature]

PARTY OF THE FIRST PART

By: [Signature] (SEAL)

Title: [Title]

[CORPORATE SEAL]

ATTEST:

Title:

SIGNED, SEALED AND DELIVERED
In the presence of:

[Brenda Davis]
Witness

[Austin Guenther Matthiesen]
Notary

AUSTIN GUENTHER MATTHIESSEN
Notary Public - State of Georgia
Fulton County
My Commission Expires Sep 24, 2022

[SIGNATURES CONTINUED ON NEXT PAGE]
ROCKDALE COUNTY, GEORGIA
PARTY OF THE SECOND PART

By: ____________________________ (SEAL)
Director of Rockdale Water Resources

[Seal]

ATTEST:
Clerk

SIGNED, SEALED
AND DELIVERED
In the presence of:

Witness

Notary
CERTIFICATE OF CORPORATE RESOLUTION

Bryan Pruieett, certify the following:

That I am the duly elected and authorized Secretary of 1925 GA 20 Conyers, LLC (hereinafter referred to as the "corporation"), a corporation organized and incorporation to do business under the laws of the State of Georgia.

That the corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed.

Bryan Pruieett, in his official capacity as President of the corporation, to enter into and execute the following described Agreement with Rockdale County, Georgia, a municipally chartered corporation organized and existing under the laws of the State of Georgia:

DEDICATION OF PUBLIC WATER AND SEWER AGREEMENT FOR:

925 GA 20 Conyers, LLC
Conyers Valvoline
Conyers, Georgia

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 30th day of January, 2020.

(Secretary)

(Corporate Seal)
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOT 238, 10TH DISTRICT, ROCKDALE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT OF WAY MONUMENT AT THE SOUTHEAST RIGHT OF WAY INTERSECTION OF MILLERS CHAPEL ROAD AND STATE ROUTE 138; THENCE S 30°47'27" E 259.05' TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID MILLERS CHAPEL ROAD; THENCE LEAVING SAID RIGHT OF WAY S 83°06'32" E 836.22' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREBIN DESCRIBED AND SAID POINT HAVING A GEORGIA WEST STATE PLANE COORDINATE VALUE OF N:1322585.38 E:2342584.77;

THENCE N 30°54'13" E A DISTANCE OF 118.14' TO A POINT;
THENCE S 87°02'02" E A DISTANCE OF 145.08' TO A POINT;
THENCE N 04°37'27" E A DISTANCE OF 20.28' TO A POINT;
THENCE S 85°22'33" E A DISTANCE OF 20.00' TO A POINT;
THENCE S 04°37'27" W A DISTANCE OF 28.54' TO A POINT;
THENCE S 17°34'50" E A DISTANCE OF 127.79' TO A POINT;
THENCE S 47°48'46" E A DISTANCE OF 42.14' TO A POINT ON THE WESTERN RIGHT OF WAY OF STATE ROUTE 20;
THENCE ALONG SAID RIGHT OF WAY S 01°18'05" E A DISTANCE OF 27.57' TO A POINT;
THENCE LEAVING SAID RIGHT OF WAY N 47°48'46" W A DISTANCE OF 66.51' TO A POINT;
THENCE N 17°34'50" W A DISTANCE OF 128.77' TO A POINT;
THENCE N 87°02'02" W A DISTANCE OF 135.62' TO A POINT;
THENCE S 30°54'13" W A DISTANCE OF 101.36' TO A POINT;
THENCE N 72°28'06" W A DISTANCE OF 20.56' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.21 ACRES.
**EASEMENT EXHIBIT FOR:**
**CONYERS TRACT 1 & 2**

1925 GA-20, CONYERS, GA 30013
LAND LOT 238 ~ 10TH DISTRICT
CONYERS, ROCKDALE COUNTY, GA

**STATE ROUTE 20**
R/W VARIES (SPEED LIMIT 45 MPH)

**LINE** | **BEARING** | **DISTANCE**
--- | --- | ---
L1 | N 30°54'13" E | 118.14' |
L2 | S 87°02'02" E | 145.08' |
L3 | N 04°37'27" E | 20.28' |
L4 | S 85°22'33" E | 20.00' |
L5 | S 04°37'27" W | 28.54' |
L6 | S 17°34'50" E | 127.79' |
L7 | S 47°48'46" E | 42.14' |
L8 | S 01°18'05" E | 27.57' |
L9 | N 47°48'46" W | 66.51' |
L10 | N 17°34'50" W | 128.77' |
L11 | N 87°02'02" W | 135.62' |
L12 | S 30°54'13" W | 101.36' |
L13 | N 72°28'06" W | 20.56' |