

AGREEMENT FOR RESERVATION OF SEWERAGE CAPACITY

THIS AGREEMENT FOR RESERVATION OF SEWERAGE SERVICE, as of the day of January, 2025, (“Agreement”) by and between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (herein called “Hall County”), and **NNP-LOOPER LAKE, LLC**, a Delaware limited liability company, (herein called “Looper Lake”).

WITNESSETH:

WHEREAS, Hall County and Spout Springs Water Reclamation, LLC mutually executed and delivered that certain Option Agreement dated September 14, 2007 (the “Option Agreement”), in favor of the County for the purchase of certain Property (as defined therein), including a wastewater treatment facility in Hall County, Georgia, commonly known as the Spout Springs Water Reclamation Plant, all as more particularly described in the Option Agreement (as incorporated herein); and

WHEREAS, the Option Agreement contemplated the reservation of sewer treatment capacity for 1,950 residential units to be built in the Sterling on the Lake community, plus 25,000 gallons per day for use by Looper Lake relating to the Sterling on the Lake community and the Sterling on the Lake Community Association, Inc. for ancillary community operations and/or other commercial and residential development; and

WHEREAS, the term of the reserved capacity was extended and expired on December 31, 2022; and

WHEREAS, the Parties have been working since such time towards and a new agreement and desire to enter into this Agreement to address the sewer capacity needs for the remaining 135 residential units within the Sterling on the Lake community at the equivalent of 200 gallons per day per residential tap of capacity (Looper Lake Reserved Capacity); and

WHEREAS, Hall County acknowledges that Looper Lake develops and sells lots to builders or commercial owners and, accordingly, the Parties agree that any references in this Agreement to tap fees payable by, or sewer capacity reserved for, Looper Lake may in fact be paid by or reserved for the benefit of Looper Lake, and/or its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns; and

WHEREAS, Hall County acquired pursuant to limited warranty deed dated December 31, 2007, “the sewer collection and transportation as it presently exists in the Sterling on the Lake Subdivision including all appurtenances such as manholes, pumping stations, sewer lines and miscellaneous fixtures and equipment, including all easements incident to the ownership and operation of the sewer collection and transportation system” as recorded in Deed Book 6242, pages 436-442, Hall County Records; and

WHEREAS, Looper Lake has produced “as-built” surveys of the sewer collection system within Pod Z of the Sterling on the Lake development existing prior to December 31, 2007; and

WHEREAS, Looper Lake and Hall County intend and agree that the sewer capacity and infrastructure contemplated hereby is complete and has been dedicated to Hall County or addressed within the Option Agreement; and

WHEREAS, Hall County has authority to enter into this Agreement under the provisions of Paragraph III of Section II of Article IX of the Constitution of Georgia;

NOW THEREFORE, in consideration of the terms set forth herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby expressly acknowledged, the parties do hereby agree as follows:

1. Capacity Reservation Requirements: Looper Lake has requested a capacity of 200 Gallons per Day (GPD) of wastewater generation for the remaining 135 Equivalent Dwelling Units (EDU). This Agreement for Looper Lake Capacity is hereby expressly made contingent upon Looper Lake's payment of one-half of the cost of an inspection of the existing sewer lines in Pod Z of the Sterling on the Lake development, of which Looper Lake's obligation shall not exceed \$2,750. The inspection of the existing sewer lines in Pod Z of Sterling on the Lake shall be performed by Rochester and Associates, Inc and shall include, but not be limited to, field verification of the as-built drawing of the system within the right of way and associated parallel five-foot easement in Pod Z. The inspection shall also include verification of the force main location, confirmation of size and material, and evaluation of check valves, cutoff valves, discharge manholes, and any other appurtenances that are associated with the system located in the right of way or associated easement. Upon completion of the inspection, Looper Lake shall be responsible for one-half of the cost of identified maintenance or repair of Pod Z sewer infrastructure which obligation shall not exceed \$12,250, resulting in a maximum financial contribution of Looper Lake of \$15,000 for the inspection and related repairs to the system set forth in this Paragraph as a part of this Reserved Capacity Agreement. The Parties acknowledge and agree that Looper Lake's financial contribution contemplated within this Paragraph shall not constitute a waiver of any of Looper Lake's rights to assert claims, bring a Declaratory Judgment action or any further rights under the law from or running from actions contemplated in the Option Agreement or reliance upon therein.

The County hereby agrees to reserve for the benefit of Looper Lake the Looper Lake Reserved Capacity. The Looper Lake Reserved Capacity is guaranteed by the County without exception or reservation and shall be provided upon ninety (90) days' notice without delay in the future at the times and in the manner as Looper Lake may request in accordance with Hall County's ordinances, regulations, and policies governing the provision sewer capacity; provided however, Looper Lake shall forfeit the rights hereunder as to taps for residential units not needed by Looper Lake within two years from the effective date of this Agreement unless all development and building permits have been issued for the construction of homes on the applicable lots subject to this Agreement.

2. Monthly Sewer Use Charges: In exchange for the Looper Lake Reserved Capacity, the County agrees that the tap fees, monthly service fees, and all other customary charges and fees charged for all sewer services in the Sterling on the Lake community, including, but not limited to, the Hall County Sewer Connection Fee and Administrative Fee and System Development Charges shall be equal to the tap fees, monthly service fees, and customary charges and fees, including, but not limited to, the Hall County Sewer Connection Fee and Administrative Fee and System Development Charges charged other users in Hall County, Georgia for sewer services as adopted by an Ordinance and Resolution and consistent with the operation, maintenance and debt requirements of the sewerage system. All appropriate fees associated with respective usage of the sewerage system shall be paid in accordance with the Ordinance, which may be amended from time to time.

3. Upon payment of the then prevailing tap-on fees for sewer service (connection fees, availability charges, surcharges, and other tap-on fees), Hall County agrees to provide proper and uninterrupted sewage treatment service for wastewater flows from the Sterling on the Lake community as contemplated herein, except for interruptions in service outside of the control of Hall County. Looper Lake, its successors and assigns shall be entitled to tap on and connect to and Hall County shall permit connection to the Hall County sewage collection and treatment system.
4. Hall County will maintain records showing utilization of Looper Lake's Reserved Capacity and the remaining capacity held for Looper Lake. Hall County will furnish copies of such records to Looper Lake upon written request within five (5) business days.
5. Looper Lake may, from time to time, assign all or any portion of the Looper Lake Capacity to any successors in title, lender, users or occupants of all or any portion of Sterling on the Lake development. The use of Looper Lake Capacity is restricted to the Sterling on the Lake development as shown on the attached plat of the remaining 135 lots within the Sterling on the Lake development, said plat being attached as Exhibit "A" and by this reference made a part hereof. All of the Looper Lake Capacity will be utilized by Looper Lake in accordance with all applicable local, state, and federal laws pertaining thereto and as contemplated herein.
6. Upon the full utilization of the Looper Lake Capacity, Hall County shall certify in writing that Looper Lake has received its entire Looper Lake Reserved Capacity. Looper Lake shall purchase any additional capacity required on a capacity available basis at the Hall County sewer capacity reservation rates in effect at the time of purchase. Looper Lake agrees to adhere to the Hall County sewer ordinance, rules, and regulations in the utilization of sewer service as well as any applicable state statutes, rules and regulations.
7. Hall County acknowledges that the Pod Z wastewater infrastructure was in existence at the time of the conveyance of the Property contemplated under the Option. Hall County has allowed residents to tie onto the sewer lines, accepted tap fees for doing so and currently provides wastewater service. As such, it has accepted the lines and will maintain the system within the public right of way and up to the easement indicated within the respective plat. Within six months of the date of execution of this Agreement, Hall County will notify residents of existing homes within Pod Z of their individual responsibility to maintain the sewer line components within their property boundaries outside the easement. At the closing of each remaining lot which is subject to this Agreement, Looper Lake will provide the purchaser of each such lot with notice of his or her individual responsibility to maintain the sewer line components within his or her property boundaries outside the easement. This paragraph shall survive termination of this Agreement.
8. Each notice required or permitted to be given to a party hereunder shall be delivered in person or by courier or sent by depositing it with the United States Postal Service by certified mail, return receipt requested, with adequate postage prepaid addressed to the appropriate party as hereinafter provided. Each such notice that is delivered in person or by courier shall be effective when delivered to the address specified herein and each such notice that is sent by certified mail shall be effective upon being so deposited with the United States Postal Service. The addresses of the parties to which notices are to be sent shall be those set forth on the signature pages of this Agreement. Either party shall have the right from time to time

to change the address to which notices to it shall be sent by giving to the other party at least 30 days prior notice of the changed address.

To County: Board of Commissioners of Hall County, Georgia
P.O. Box 1435
2875 Browns Bridge Road
Gainesville, GA 30504
Attention: County Administrator
Email Address: zpropes@hallcounty.org

To Looper Lake: NNP-Looper Lake, LLC
1180 Peachtree Street NE, Suite 1575
Atlanta, GA 30309
Attention: William Meyer
Email: Bill.Meyer@brookfieldpropertiesdevelopment.com

9. Time is of the essence of this Agreement.
10. If any phrase, clause, sentence, paragraph or section of this Agreement shall be declared or judged invalid or unconstitutional, such adjudication shall in no manner affect the other phrases, clauses, sentences, paragraphs, or sections of this Agreement which shall remain of full force and effect as if the phrase, clause, sentence, paragraph or section of the Agreement so declared or adjudicated invalid or unconstitutional was not originally a part hereof.
11. This Agreement may be modified only by the mutual written agreement by the parties. No waiver, modification or amendment of any term, condition or provision of this Agreement will be valid or of any force of effect unless made in writing and signed by the parties hereto.
12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the fully authorized officials of Hall County and the fully authorized officers of Looper Lake have respectively caused this Agreement to be entered into on behalf of Hall County and Looper Lake and the seals of Hall County and Looper Lake to be affixed hereto on the date and year first above written.

[Signatures on Next Page]

**HALL COUNTY, GEORGIA
HALL COUNTY BOARD OF
COMMISSIONERS**

P.O. Box 1435

Gainesville, Georgia 30503

Chairman

ATTEST:

Commission Clerk

(SEAL)

NNP-LOOPER LAKE, LLC

A Delaware limited liability company

By: *E William Meyer*

Name: E William Meyer

Title: Regional President

Date Signed: 1/21/2025

Exhibit A