#### AGREEMENT FOR RESERVATION OF SEWERAGE SERVICE

THIS AG	REEMENT	FOR RESERVATION OF SEWERAGE SERVICE, as of the	18 <sup>th</sup>	
day of	April	, 2022, by and between HALL COUNTY, GEORGIA	, a political	
subdivision of the State of Georgia (herein called "Hall County"), and				
Pulte Home Company, LLC – Del Webb Chateau Elan Phase V. (herein called Developer").				

#### WITNESSETH:

WHEREAS, Developer owns certain property (hereinafter called the "Developer Property") which is shown on Exhibit "A" attached hereto and which is located so as to be serviceable by sewer capacity to be supplied by Hall County; and

WHEREAS, Developer and Hall County intend and agree that the sewer capacity and infrastructure contemplated hereby shall be provided at no cost to Hall County; 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:

The County agrees to provide sewerage service and reserve the requested treatment capacity upon receipt of the Connection Fee Charges. This charge is calculated by multiplying the above EDU figure by the connection fee charges in effect at the time of this agreement. However, both parties acknowledge that the final connection fees s be recalculated once the final water meter sized for the development have been established and purchased. At that time, the difference owned by either party will be settled.

Developer acknowledges further that said reservation will become null and void and connection fees reimbursed by the County after a period of three years from date of this agreement unless all development permits have been issued for the construction to begin at the property.

## 2. Monthly Sewer Use Charges:

The monthly sewer use charges are adopted by an Ordinance and Resolution and shall be consistent with the operation, maintenance and debt requirements of the sewerage system. Developer shall pay all appropriate fees associated with its usage of the sewerage system in accordance with the Ordinance, which may be amended from time to time.

## 3. Sewer Surcharges:

This agreement shall adopt, and incorporate herein; the Industrial Pre-Treatment standards provided Hall County Ordinance should the Property have sewage with excessive contaminated wastes.

- 4. Upon payment by Developer of the then prevailing tap-on fees for the daily sewage capacity (connection fees, availability charges, surcharges, and other tap-on fees), Developer shall be entitled to tap on and connect to and Hall County shall permit Developer's connection to the Hall County sewage collection and treatment system.
- 5. Hall County will maintain records showing utilization of the Developer Reserved Capacity and the remaining capacity held for Developer. Hall County will furnish copies of such records to Developer upon written request.
- 6. Developer shall pay, or cause to be paid, all cost associated with the extension of sewage treatment service from the connection point approved by hall County (and/or the affected treatment facility provider) on the existing sewer lines shown on Exhibit "B" attached hereto to the points within the Developer Property which Developer desires to serve. Any public sanitary sewer systems installed or caused to be installed by Developer shall be constructed in accordance with all applicable state and local laws, ordinances, regulations and rules and shall be subject to the review and approval of the plans and specifications by Hall County (and the affected treatment facility provider) and subject to inspection and approval by Hall County of the installation of said systems. Upon completion by Developer and approval by Hall County of said sanitary sewer systems and easements according to Hall County requirements, such sewer systems and easements shall within six months after approval, be submitted to hall County for dedication and, upon acceptance by Hall County (which shall not be unreasonably withheld), shall become part of the Hall County sewer system.

- 7. Developer may, from time to time, assign all or any portion of the Developer Reserved Capacity, together with rights to connect with and tap-on any connecting systems to any successors in title, lender, users or occupants of all or any portion of the Developer Property and, subject to approval of the Hall County Board of Commissioners, any additional property which Developer may acquire which is contiguous to the Developer Property. For the purpose of this Agreement, the term "contiguous" shall include any property that is adjacent to or across the road from the Developer Property. Subject to the provisions relating to contiguous property, use of Developer reserved Capacity by Developer and other entities is restricted to the property shown on Exhibit "A" attached hereto.
- 8. Developer agrees to use its good faith, reasonable efforts to attract users to its Developer Property. This agreement shall remain in effect as long as Developer continues to make such a good faith effort and until Developer has utilized all of the Developer Reserved Capacity. However, the Developer shall prepare and submit all necessary and required plans and drawings of infrastructure and initiate grading and construction of Developer Property on or before the expiration of 24 months from the date of this agreement. If the Developer fails to comply with any of the previous stipulations, the "reserved capacity" shall revert to Hall County and 20% of the Payment shall be forfeited with the balance refunded to the Developer. An extension may be considered upon written documentation of a legitimate cause for such extension upon payment of the aforementioned Payment in full. Failure to initiate substantial construction within 12 months from the date of the extension of this agreement shall result in the "reserved capacity" reverting to Hall County and 20% of the extension Payment shall be forfeited with the balance refunded to the Developer.
- 9. If an adjoining property owner desires to connect to any sanitary sewer approved by Hall County prior to the time Developer requires such connection, Developer will grant to Hall County an easement running from the designated sewer line connection point location or from any sewer connecting systems already located within the Developer property to the boundary of the Developer property line at a location approved by Developer and at no cost to either Hall County or the adjoining property owner, provided that the adjoining land owner (i) agrees in writing to repair and restore Developer Property to its prior condition, (ii) carries builder's risk insurance with a company and in an amount reasonable satisfactory to developer which names Developer as an additional insured and provides Developer with a copy of the same prior to commencement of construction, and (iii agrees in writing to indemnify and hold Developer harmless from and against any and all loss. cost damage or expense with that Developer may suffer or incur (including, without limitation, attorney's fees and court costs) arising out of or related to the easement. Solely the requesting adjoining property owner with no financial obligation or participation by Developer shall pay the cost of constructing the connecting sewer system within the easement area of the Developer Property. Such sewer line connection systems shall be

sized at the time of installation and built according to Hall County regulations. The temporary and permanent easement required for such lines shall be non-exclusive and Developer shall be entitled to connect with and tap onto any such lines according to the applicable Hall County Rules and Regulations at no charge except for the then applicable tap-on fees.

- 10. Upon the full utilization of the Developer Capacity, Hall County shall certify in writing that Developer has received its entire Developer Reserved Capacity and that Developer shall purchase any additional capacity required by Developer on a capacity available basis at the Hall County sewer capacity reservation rates in effect at the time of purchase. Developer 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.
- 11. Developer acknowledges and agrees that hall County shall have no liability to Developer for the failure of any third party to do or perform any act including, without limitation, any failure by a third party to pay the cost of installing all or any part of a sewage collection system upon which Developer may be dependent in order to connect Developer's sewage collection system to the Hall County Sewerage System.
- 12. Each notice required or permitted to be given 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.
- 13. Time is of the essence of this Agreement.
- 14. 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 of section of the Agreement so declared or adjudicated invalid or unconstitutional was not originally a part hereof.

15. 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.

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

HALL COUNTY, GEORGIA
HALL COUNTY BOARD OF COMMISSIONERS
P.O. Box 1435
Gainesville, Georgia 30503

	Chairman			
ATT	EST:			
	Commission Clerk			
Pulte Home Co. LLC. AN	(SEAL)			
Developer Name / c/o Jasob Garee D, VPOF LOND				
Developer Name / c/o Jasob Garrell, VPOFLOW  2475 Northwards Preny, Suite 600				
Address				
City/State/Zip Code				
By: Lord 2 MIN ZIBMAN				
ATTEST:	SHI SHIP			
PUBLICA	GEO MIII			
(SEAL)				
Tax Parcel No: Hall County Parcel 10 #15	5041 D000001			

Property Address: Phase 5, Pods 15, 16, 24

[5458 Thompson Mill Rd, Hoschton, GA 30458]

EXHIBIT "A" (two parcels: A & B, 1 of 2) PROPERTY LEGAL DESCRIPTION

Phase 5, Pods 15, 16, 24 [5458 Thompson Mill Rd, Hoschton, GA 30458] PARCEL "A"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 27.345 ACRES, LYING AND BEING IN THE 392ND G.M.D OF HALL COUNTY, TOWN OF BRASELTON, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR SET (CRBS) LCOATED AT THE NORTHWESTERN END OF THE MITER LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD (RIGHT-OF-WAY VARIES) AND THE SOUTHERN RIGHT-OF-WAY OF FRIENDSHIP ROAD A.K.A. SR. 347 (RIGHT-OF-WAY VARIES); THENCE ALONG THE WESTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD FOR THE FOLLOWING COURSES AND DISTANCES:

SOUTH 72°32'10" EAST A DISTANCE OF 125.98 FEET TO A CAPPED REBAR SET (CRBS); THENCE SOUTH 21°18'45" EAST A DISTANCE OF 94.62 FEET TO A POINT; THENCE CLOCKWISE ALONG THE ARC OF A CURVE (ARC=82.99', RADIUS=158.98') WHICH SUBTENDS A CHORD OF SOUTH 06°21'25" EAST A DISTANCE OF 82.05' TO A POINT; THENCE SOUTH 08°35'55" WEST A DISTANCE OF 2.27 FEET TO A POINT; THENCE COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=74.45', RADIUS=165.98') WHICH SUBTENDS A CHORD OF SOUTH 04°15'09" EAST A DISTANCE OF 73.83' TO A POINT; THENCE SOUTH 17°06'12" EAST A DISTANCE OF 33.99 FEET TO A POINT; THENCE COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=122.89', RADIUS=190.97') WHICH SUBTENDS A CHORD OF SOUTH 35°32'15" EAST A DISTANCE OF 120.78' TO A POINT; THENCE SOUTH 53°58'18" EAST A DISTANCE OF 33.42 FEET TO A POINT; THENCE CLOCKWISE ALONG THE ARC OF A CURVE (ARC=33.22', RADIUS=183.97') WHICH SUBTENDS A CHORD OF SOUTH 48°47'57" EAST A DISTANCE OF 33.17' TO A POINT; THENCE SOUTH 43°37'36" EAST A DISTANCE OF 190.26 FEET TO A POINT; THENCE CLOCKWISE ALONG THE ARC OF A CURVE (ARC=169.96', RADIUS=307.96') WHICH SUBTENDS A CHORD OF SOUTH 27°48'57" EAST A DISTANCE OF 167.81' TO A CAPPED REBAR SET (CRBS) LOCATED AT THE END OF THE NORTHEASTERN MITER OF THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD AND THE NORTHERN RIGHT-OF-WAY OF THOMPSON MILL ROAD (80' RIGHT-OF-WAY); THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF THOMPSON MILL ROAD SOUTH 36°16'20" WEST A DISTANCE OF 17.46 FEET TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF THOMPSON MILL ROAD THE FOLLOWING COURSES AND DISTANCES; CLOCKWISE ALONG THE ARC OF A CURVE (ARC=102.71', RADIUS=1803.51') WHICH SUBTENDS A CHORD OF SOUTH 84°08'53" WEST A DISTANCE OF 102.70' TO A CAPPED REBAR SET (CRBS); THENCE SOUTH 85°46'47" WEST A DISTANCE OF 485.71 FEET TO A CAPPED REBAR SET (CRBS); THENCE SOUTH 84°44'27" WEST A DISTANCE OF 417.93 FEET TO A 3/4" IRON PIPE FOUND (3/4"IPF); THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF THOMPSON MILL ROAD NORTH 25°37'34" WEST A DISTANCE OF 189.12 FEET TO A 3/4"IPF (3/4"IPF); THENCE NORTH 26°11'18" WEST A DISTANCE OF 250.32 FEET TO A POINT; THENCE NORTH 24°22'50" WEST A DISTANCE OF 107.24 FEET TO A 3/4" BENT IRON PIPE FOUND (3/4" BIPF); THENCE SOUTH 58°57'01" WEST A DISTANCE OF 1498.32 FEET TO A 3/4" CONDUIT PIPE FOUND; THENCE NORTH 09°01'10" WEST A DISTANCE OF 391.20 FEET TO A 1/2" REBAR SET IN A 3/4" IRON PIPE FOUND (1/2"RBS IN 3/4"IPF); THENCE NORTH 00°54'56" WEST A DISTANCE OF 100.26 FEET TO A 3/4" IRON PIPE FOUND (3/4"IPF); THENCE NORTH 00°54'20" WEST A DISTANCE OF 196.87 FEET TO A 1" OPEN TOP PIPE FOUND (1"OTPF); THENCE NORTH 13°50'47" EAST A DISTANCE OF 153.79 FEET TO A RIGHT-OF-WAY MARKER FOUND (R/WMF) AT THE SOUTHERN RIGHT-OF-WAY OF FRIENDSHIP ROAD A.K.A. SR. 347 (RIGHT-OF-WAY VARIES); THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY OF FRIENDSHIP ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 86°47'56" EAST A DISTANCE OF 138.39 FEET TO A RIGHT-OF-WAY MARKER FOUND (R/WMF); THENCE SOUTH 88°14'18" EAST A DISTANCE OF 132.86 FEET TO A CAPPED REBAR SET (CRBS);

THENCE SOUTH 20°44'36" EAST A DISTANCE OF 163.24 FEET TO A NAIL FOUND (NF);

THENCE SOUTH 87°20'39" EAST A DISTANCE OF 149.92 FEET TO A NAIL FOUND (NF);

THENCE NORTH 43°21'11" EAST A DISTANCE OF 198.77 FEET TO A RIGHT-OF-WAY MARKER FOUND (R/WMF);

THENCE SOUTH 83°42'32" EAST A DISTANCE OF 231.74 FEET TO A RIGHT-OF-WAY MARKER FOUND (R/WMF);

THENCE COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=315.62', RADIUS=3015.00') WHICH SUBTENDS A CHORD OF NORTH 85°06'10" EAST A DISTANCE OF 315,48' TO A RIGHT-OF-WAY MARKER FOUND (R/WMF);

THENCE NORTH 86°45'49" EAST A DISTANCE OF 213.21 FEET TO A RIGHT-OF-WAY MARKER FOUND (R/WMF);

THENCE COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=477.04', RADIUS=3040.00') WHICH SUBTENDS A CHORD OF NORTH 73°32'59" EAST A DISTANCE OF 476,55' TO A CAPPED REBAR SET (CRBS);

THENCE NORTH 55°54'20" EAST A DISTANCE OF 268.49 FEET TO A CAPPED REBAR SET (CRBS) LOCATED AT THE NORTHWESTERN END OF THE MITER LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF FRIENDSHIP ROAD AND THE WESTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD, WHICH IS THE POINT OF BEGINNING.

# EXHIBIT "A" (two parcels: A & B, 2 of 2) PROPERTY LEGAL DESCRIPTION

Phase 5, Pods 15, 16, 24 [5458 Thompson Mill Rd, Hoschton, GA 30458] PARCEL "B"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 7.413 ACRES, LYING AND BEING IN THE 392<sup>ND</sup> G.M.D OF HALL COUNTY, TOWN OF BRASELTON, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR SET (CRBS) LOCATED AT THE NORTHEASTERN END OF THE MITER LOCATED AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD (RIGHT-OF-WAY VARIES) AND THE SOUTHERN RIGHT-OF-WAY OF FRIENDSHIP ROAD A.K.A. SR. 347 (RIGHT-OF-WAY VARIES); THENCE COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=182.36', RADIUS=3005.00') WHICH SUBTENDS A CHORD OF NORTH 57°19'50" EAST A DISTANCE OF 182.34' TO A CAPPED REBAR SET (CRBS);

THENCE SOUTH 34°57'54" EAST A DISTANCE OF 711.75 FEET TO A 1/2" REBAR FOUND (1/2"RBF);

THENCE SOUTH 34°59'05" EAST A DISTANCE OF 284.74 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF THOMPSON MILL ROAD (80' RIGHT-OF-WAY); THENCE CLOCKWISE ALONG THE ARC OF A CURVE (ARC=372.05', RADIUS=1110.85') WHICH SUBTENDS A CHORD OF SOUTH 68°13'37" WEST A DISTANCE OF 370.31' TO A CAPPED REBAR SET LOCATED ON THE SOUTHEASTERN END OF THE MITER LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF THOMPSON MILL ROAD AND THE EASTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD; THENCE NORTH 56°08'42" WEST A DISTANCE OF 28.02 FEET TO A CAPPED REBAR SET (CRBS) LOCATED ON THE EASTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD; THENCE ALONG THE EASTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD THE FOLLOWING COURSES AND DISTANCES; COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=220.75', RADIUS=391.95') WHICH SUBTENDS A CHORD OF NORTH 27°29'53" WEST A DISTANCE OF 217.85' TO A POINT; THENCE NORTH 43°37'59" WEST A DISTANCE OF 141.66 FEET TO A POINT;

THENCE CLOCKWISE ALONG THE ARC OF A CURVE (ARC=58.41', RADIUS=163.98') WHICH SUBTENDS A CHORD OF NORTH 33°25'40" WEST A DISTANCE OF 58.11' TO A POINT; THENCE NORTH 23°13'22" WEST A DISTANCE OF 128.75 FEET TO A POINT; THENCE COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=41.39', RADIUS=265.96') WHICH SUBTENDS A CHORD OF NORTH 27°40'51" WEST A DISTANCE OF 41.35' TO A POINT;

THENCE NORTH 32°08'19" WEST A DISTANCE OF 61.84 FEET TO A POINT; THENCE CLOCKWISE ALONG THE ARC OF A CURVE (ARC=34.87', RADIUS=233.97') WHICH SUBTENDS A CHORD OF NORTH 27°52'08" WEST A DISTANCE OF 34.84' TO A POINT; THENCE NORTH 23°35'57" WEST A DISTANCE OF 81.10 FEET TO A POINT;

THENCE NORTH 22°27'09" WEST A DISTANCE OF 46.84 FEET TO A CAPPED REBAR SET (CRBS) LOCATED AT THE SOUTHWESTERN END OF THE MITER LOCATED AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD AND THE SOUTHERN RIGHT-OF-WAY OF FRIENDSHIP ROAD A.K.A. SR. 347; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY OF FRIENDSHIP ROAD NORTH 16°51'13" EAST A DISTANCE OF 146.20 FEET TO A CAPPED REBAR SET (CRBS) LOCATED AT THE NORTHEASTERN END OF THE MITER LOCATED AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF NAPA RIDGE ROAD AND THE SOUTHERN RIGHT-OF-WAY OF FRIENDSHIP ROAD, WHICH IS THE POINT OF BEGINNING.







