

STATE OF GEORGIA

COUNTY OF HALL

**AGREEMENT FOR TRANSFER OF WATER REUSE LINES WITHIN THE
STERLING ON THE LAKE COMMUNITY**

This Agreement is made and entered into this 22nd day of April, 2022 by and between Hall County, Georgia with the address of 2875 Browns Bridge Road, Gainesville, Georgia 30504 (hereinafter the "County"), the Gainesville and Hall County Development Authority, with the address of 230 EE Butler Parkway, Gainesville, Georgia 30501 (hereinafter the "Authority"), and Sterling on the Lake Community Association, Inc. (hereinafter the "CA").

INTRODUCTION

The parties to this Agreement mutually desire to enter into this Agreement to document a transaction involving the three parties whereby the County declares its water reuse lines and infrastructure within the Sterling on the Lake Community to be surplus, the County agrees to cap its existing water reuse lines leading into the Sterling on the Lake Community at a mutually agreed upon point at the boundary of the subdivision Community, the CA agrees to pay the County a total of \$1,250.00, and the Authority agrees to deed all of its interest in the water reuse lines and any easements relating thereto to the CA for its future use. In consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all three parties, the parties hereto agree as follows.

AGREEMENT

1. Community Association Responsibilities

For and in consideration of the valuable promises made herein by the County and the Authority, the CA agrees to tender a check made out to Hall County, Georgia in the amount of \$1,250.00 within sixty days of the date that this Agreement is fully executed by all parties hereto.

2. Authority's Responsibilities

For and in consideration of the valuable promises made herein by the County and the CA, the Authority agrees to deed to the CA, via quitclaim deed reviewed and approved in writing by the CA, all of its rights and interest in the water reuse lines, and any associated easements and infrastructure, within the Sterling on the Lake Community, and shall adopt any resolution necessary to do so, within sixty days of the date that this Agreement is fully executed by all parties hereto. All deeds shall be filed with the Hall County Clerk of Court's real estate records.

3. County's Responsibilities

For and in consideration of the valuable promises made herein by the Authority and the CA, the County Agrees to cap its water reuse lines at an agreed-upon point near the boundary of the Sterling on the Lake Community which is reflected in the document attached hereto as Exhibit A. The County further agrees to transfer to the CA, via quitclaim deed reviewed and approved in writing by the CA, all of its rights and interest in the water reuse lines and any associated easements and infrastructure which it may possess within the Sterling on the Lake Community, and shall adopt any resolution necessary in order to do so, within sixty days of the date that this Agreement is fully executed by all parties hereto. The County further agrees to cap the water reuse lines within thirty days of the deeded transfer of the water reuse lines and associated easements and infrastructure to the CA. All deeds shall be filed with the Hall County Clerk of Court's real estate records.

4. Continuing Responsibilities

Following the capping of the water reuse lines, neither the County nor the Authority will be responsible for the operation of the water reuse lines and facilities within the Sterling on the Lake Community, nor shall the County or the Authority be responsible for providing any water

through the water reuse lines thereafter, and the CA will be solely responsible for providing water and operating the water reuse lines, and the CA shall incur all costs, responsibilities, and liabilities relating thereto from that date.

5. Severability

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Agreement is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Agreement not so held to be invalid or the application of this Agreement to other circumstances not so held to be invalid.

6. Venue

The parties agree that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that any party brings suit to enforce the terms of this Agreement, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

7. Modification

This Agreement may not be modified, amended, or added to except in writing fully executed by all the parties hereto. This Agreement constitutes the sole and entire agreement and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by any party in relation hereto.

8. Third Parties

This Agreement shall be binding upon and is for the benefit of the parties hereto and their respective successors in interest and assigns only and is not intended to benefit any other third party or to give rise to any duty or causes of action for any other third party.

9. Immunities

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses provided to any party hereto by the laws of the State of Georgia or by federal law.

10. Authorization

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

11. Remedies

In the event that any party to this Agreement breaches this Agreement, the non-breaching party or parties shall provide written notice to the breaching party which describes the breach of this Agreement. The party whose breach is alleged shall have 30 days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach. If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by 30 days after receipt of the notice letter, the party or parties authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, and/or specific performance.

12. Notice

Any and all notice required hereunder shall comply with the requirements of this paragraph. Each such notice shall be in writing and shall be sent either by email, personal delivery, or mailed by registered or certified mail, return receipt requested, with postage prepaid to the appropriate party. The addresses of the parties to which notices are to be sent shall be as follows:

COUNTY: Hall County, Georgia
2875 Browns Bridge Road
Gainesville, Georgia 30504
Attn: County Administrator/County Attorney
Email: jconnell@hallcounty.org; vstephens@hallcounty.org

AUTHORITY: Gainesville and Hall County Development Authority
230 EE Butler Parkway
Gainesville, Georgia 30501
Attn: Chairman

CA: Sterling on the Lake Community Association, Inc.

Attn: John Swain
Email: Jetguy59@gmail.com

13. No Waiver

The failure of any party or parties hereto to seek a remedy for any alleged breach of this Agreement shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach hereof.

14. Captions

Titles or captions of paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

15. Counterparts

Multiple counterparts of this Agreement may be executed by parties hereto. Each such counterpart shall have the full force and effect of an original executed instrument. Delivery of an executed signature page of this Agreement by email delivery of a PDF file shall be as effective as delivery of a manually executed original counterpart hereof.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman
Hall County Board of
Commissioners

ATTEST:

(SEAL)
Jennifer Rivera, County Clerk

Sworn to and subscribed before me this
_____ day of _____, 20__.

Notary Public

My commission expires:

APPROVED AS TO FORM:

Van Stephens, County Attorney

[Signatures continue on following page.]

[Signatures continued from preceding page.]

**GAINESVILLE AND HALL
COUNTY DEVELOPMENT
AUTHORITY**

By: William Longwell Jr. 5/4/22

Title: Vice Chairman

Attest: Treadwell Syfan
Secretary

Sworn to and subscribed before me this
4th day of May, 2022.

Amy C. Stewart

Notary Public
My commission expires:



APPROVED AS TO FORM:

T. Treadwell Syfan

T. Treadwell Syfan, Attorney for the Gainesville and Hall County Development Authority

[Signatures continue on following page.]

[Signatures continued from preceding page.]

**STERLING ON THE LAKE
COMMUNITY ASSOCIATION,
INC.**

By: John Swain
Title: HOA Board Member

Sworn to and subscribed before me this
22 day of May, 2022

Patricia S. McClellan

Notary Public

My commission expires: 5-22-22

Patricia S McClellan
NOTARY PUBLIC
Hall County, GEORGIA
My Comm. Expires 5-22-22 PSM

[End of signatures.]