

PROJECT IMPROVEMENTS AGREEMENT

THIS AGREEMENT, (this “Agreement”) is made effective as of the ____ day of _____, 2021 by and among **POINTE GRAND DAWSONVILLE, LLC**, a Georgia limited liability company, its successor or assigns (the “Developer”), and **ETOWAH WATER AND SEWER AUTHORITY**, (the “Authority”).

RECITALS

WHEREAS, the Developer intends to develop a mixed use development located at Land Lots 498, 499, 542, 543, Land District 13 South, Tract 2, 3, 4, 5, 6, 12 Georgia Highway 400, Dawson County, GA (the “Project”); and

WHEREAS, the Authority has determined the Oakmont Lift Station located at 226 Stacie Lane, Dawsonville, GA 30534 does not have capacity to handle all of the wastewater flow from the Project; and

WHEREAS, the Authority has determined the existing water system does not have adequate pressure and flow for the Project; and

WHEREAS, the Authority has determined, and Developer accepts that the Authority has determined that the best solution for water and wastewater services for the development is to extend a 12” water main to the Project, extend a 12” gravity sewer and abandon the Oakmont Lift Station “Offsite Improvements”, as depicted in Exhibit A attached hereto and incorporated by this reference; and

WHEREAS, the Authority has estimated the cost of the offsite 12” water main extension to be \$344,738.90 (Exhibit B attached to and incorporated herein) and the estimated cost of the offsite 12” gravity sewer extension to be \$629,750.00 (Exhibit C attached to and incorporated herein); and

WHEREAS, the Developer agrees to pay the Authority the estimated construction cost of the Offsite Improvements and in consideration of that payment the Authority agrees pay for the design and easement acquisition costs necessary to construct the offsite water main and sanitary sewer extensions to the Project; and

WHEREAS, the Authority agrees that in the event the Offsite Improvements have not been completed prior to the Developer needing wastewater service, the Oakmont Lift Station will accept the flow from the initial phase of the Project. The initial phase of the Project consists of 300, 2-bedroom apartments.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Developer and the Authority hereby agree as follows:

1. Payment for Offsite Improvements: The Developer shall pay the Authority a total of \$974,488.90 under a structured distribution payment plan based upon the project funding needs by the Authority for the Offsite Improvements. The following Payment Schedule will be performed by Developer over the course of the project:
 - a. The Authority will obtain bids for the Offsite Improvements. The Developer will pay the bid amount with a 10% construction contingency within 30 days of the bid date.
 - b. The payment amount will not exceed a total of \$974,488.90. If the payment is not received by the Authority within the timeframe allowed, the Developer will not be provided any required

inspections on the Project and will not be allowed to purchase water meters for the Project from the Authority.

2. Offsite Improvements. The Authority will use funds provided by the Developer for the following purposes.

- The Authority will pay for and engage the services of an engineer to design the Offsite Improvements.
- The Authority will pay for and obtain all necessary easements and permits to construct the Offsite Improvements.
- The Authority will solicit bids from qualified contractors to accomplish the Offsite Improvements. The Authority will engage such contractors upon completion of the Bid Process.
- The Authority will oversee and manage the work by the approved Contractor(s) and pay the Contractor(s) for said work.
- The Authority and its Engineer will inspect the Offsite Improvements.
- The Authority agrees to pay any amount over the estimated cost for the construction of the Offsite Improvements.

The Authority will have no obligation under this Agreement to commence performance of any of the services above until after timely receipt of payment in full following the Payment Schedule from the Developer to the Authority for the Offsite Improvements.

3. Ownership of Infrastructure. Upon completion, the Authority will own, operate, and maintain the Offsite Improvements.

4. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to the person set forth below or when mailed by first class registered mail, return receipt requested, postage prepaid to the address of the party to whom a notice is being sent. Notices shall be directed to the following unless otherwise designated in writing:

The Authority:

Brooke Anderson, P.E.
General Manager
1162 Highway 53 East
Dawsonville, GA 30534
Phone: 706-216-8474 ext. 234
Fax: 706-216-6170
Email: banderson@etowahwater.org

The Developer:

Steven Campisi
Authorized Person
Pointe Grand Dawsonville LLC
1031 W. Morse Boulevard
Suite 240
Winter Park, FL 32789
Phone: 407-752-9004
Email: scampisi@hillpointe.com

5. Termination. This Agreement shall terminate upon the completion by the Authority of said Offsite Improvements.

6. Complete Agreement. This Agreement constitutes the complete agreement among the parties regarding the subject matter hereof, and supersedes any prior oral or written agreements among the parties with respect thereto. There are no verbal agreements that change this Agreement and no waiver or modification of any terms of this Agreement will be effective unless set forth in writing executed by the Developer and the Authority.

7. Voluntary Agreement. The parties agree that this Agreement has been jointly prepared by the parties hereto, reviewed and approved, if approval is required, by appropriate persons, and the parties each hereby represent and agree with the other parties that this Agreement is given and executed voluntarily.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Developer and the Authority and their respective successors and assigns.

9. Governing Law. This Agreement has been made under the laws of the State of Georgia, and such laws will control its interpretation.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement, shall constitute one complete document.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

COUNTERPART SIGNATURE PAGE TO PROJECT IMPROVEMENTS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE AUTHORITY:

ETOWAH WATER AND SEWER AUTHORITY

Notary Public

By: _____

My commission expires: _____

Name: _____

[Notarial Seal]

Its: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES

COUNTERPART SIGNATURE PAGE TO PROJECT IMPROVEMENTS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Notary Public

My commission expires: _____

[Notarial Seal]

THE DEVELOPER:

POINTE GRAND DAWSONVILLE, LLC
a Georgia limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A

Offsite Improvements Exhibit

EXHIBIT B

Water Cost Estimate

EXHIBIT C

Sewer Cost Estimate