

Coweta County Water & Sewerage Authority

Meeting Agenda

Wednesday, January 3, 2024

Board Room

Meeting Time: 9:00 A.M.

| <u>Approx Time</u> | <u>Agenda Item</u> | <u>Presenter</u> |
|---------------------------|--|-------------------------|
| 9:00 a.m. | Call to order | Chairman Bartlett |
| | Pledge of Allegiance | |
| | Invocation | |
| | Approval of minutes from the December 6, 2023 meeting | |
| | <u>Business</u> | |
| | Election of Officers | Chairman Bartlett |
| | Acceptance of FY2023 Audit | Jay Boren |
| | Approval of Agreement with Indusa Hospitality Group II, LLC | Jay Boren |
| | Update on Operations | Rick Jones |
| | Update on Human Resources | Mandy Sledd |
| | Update on Customer Care/Information Technology | Alan Sibley |
| | Monthly Report | Roger Dawson |

Agenda Additions:

Executive Session

Litigation / Real Estate/ Personnel

Adjournment

Next Board Meeting Wednesday, February 7, 2024 at 9:00AM

STATE OF GEORGIA
COUNTY OF COWETA

RE: Land Lot 71 of the 2nd Land District of
Coweta County, Georgia being 25.42 acres

AMENDED AGREEMENT

THIS AMENDED AGREEMENT (the "**Amended Agreement**"), made and entered into this ____ day of _____, 2024, by and among the COWETA COUNTY WATER AND SEWERAGE AUTHORITY (hereinafter "**CCWSA**" or "**Party**"), and INDUSIA HOSPITALITY GROUP II, LLC, an Alabama Limited Liability Company (collectively with successors, assigns the "**Owner**" or "**Party**"). CCWSA and the Owner are collectively referred to as "**Parties**".

PREAMBLE:

WHEREAS, Owner and CCWSA desire to amend the Agreement between the Parties dated the 7th day of September, 2022 in its entirety with the following:

WHEREAS, Owner is the fee simple owner of that certain property depicted on **Exhibit "A"** attached and made a part hereof, which consists of approximately 25.42 acres located in Land Lot 71 of the 2nd Land District, Coweta County, Georgia (hereinafter the "**Property**"); and

WHEREAS, Owner desires to construct, install and donate an underground sewer line, sanitary sewer force main line, pump station and related equipment at its expense across a portion of the Property as set forth in **Exhibit "B"** (the "**Sewer Line**"), (more fully described as the "Sewer Infrastructure") attached hereto and incorporated herein; and

WHEREAS, Owner is willing to grant to CCWSA an easement for construction of the Sewer Line across their Property ("**Sanitary Sewer Easement**") as set forth in Exhibit "B"; and

WHEREAS, CCWSA desires to obtain an access easement ("**Access Easement**") as set forth in **Exhibit "C"** to be used for ingress and egress from the Sewer Line and Sanitary Sewer Easement for construction, installation, operation, and maintenance of the Sewer Line; and

WHEREAS, CCWSA and Owner desire for Owner to proceed with installation and construction of the Sewer Line in return for CCWSA's agreement to reimburse Seven Hundred Seventeen Thousand Two Hundred Seventy Four and 00/100 Dollars (\$717,274.00) at acceptance of Sewer Infrastructure; and

WHEREAS, CCWSA's expenses shall be limited to the Seven Hundred Seventeen Thousand Two Hundred Seventy Four and 00/100 Dollars (\$717,274.00). Once constructed and operational, all expenses to relocate the Sewer Line, pump station, force main, Sewer Infrastructure, or any portion thereof shown on the Easement Exhibit attached as Exhibit "B", or other engineering and other expenses relating to providing sewer services for the Property other than as set forth in the Easement Exhibit attached as Exhibit "B" shall be at the expense of the Owner (i.e., any sewer line other than the Sewer Line set forth on Exhibit B);

WHEREAS, CCWSA agrees to allocate Thirty Four Thousand Five Hundred (34,500) gallons of sewer capacity to Indusa Hospitality Group II, LLC for the Exit 41 Sewer Project. This allocation is non-transferable between Owners or locations without the express written permission from CCWSA, which said permission shall not be unreasonably withheld. Owner has a period of ten (10) years to use agreed upon capacity.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Parties, consent and agree as follows:

1.

The foregoing recitals shall be a material part of this Agreement.

2.

Owner grants to CCWSA a perpetual Access Easement, labeled as "60' Access Easement" and "30' Pump Station Access Easement" on the Easement Exhibit attached as Exhibit "C", containing 64,388 square feet or 1.48 acres, for access to maintain the Sewer Line, the pump station, the force main and Sewer Infrastructure across the Property. The Access Easement, as depicted on the attached Exhibit "C", will be perpetual.

3.

CCWSA will not be responsible for future repairs or replacement of roadway due to maintenance, repair or replacement of Sewer Infrastructure.

4.

In the event that the Owner desires to relocate any portion of the pump station, Sewer Line, force main, or Sewer Infrastructure contained within "30' Sanitary Sewer Easement" on the attached Exhibit "B", the Owner shall notify CCWSA in writing, of an alternate location or realignment of the 30' Sanitary Sewer Easement. CCWSA shall have fifteen (15) days from the date of receipt of the notification to review and approve or reject the replacement or realignment location. CCWSA may not unreasonably reject the proposed replacement or realignment location nor unreasonably condition its approval. In the event that CCWSA rejects the replacement or realignment location, Owner and CCWSA shall work together to identify a mutually agreed upon

replacement or realignment location. CCWSA may not refuse to cooperate with identifying a suitable alternate location. If the Owner desires to relocate or realign the 30' Sanitary Sewer Easement, then the Owner will bear all costs of relocating the Sewer Line, force main, pump station and/or Sewer Infrastructure to CCWSA's standards and specifications in force at the time. Any portion of the pump station (pumps, wet well, control panels, etc.), the force main, or sewer lines that are deemed by CCWSA to be in insufficient condition for relocation or reuse will be replaced by the Owner; the replacement equipment and/or pipelines shall be new. The Owner shall also provide CCWSA with a new 30'/40' Sanitary Sewer Easement Agreement defining the new location and route of the new sewer line, pump station and force main, and this Agreement shall be conveyed to CCWSA and recorded at the Owner's expense. In the event that the Owner desires to relocate the Access Easement depicted on Exhibit "C", due to modifications from development or otherwise, the Owner will provide a new Access Easement at their expense. The new all-weather route shall connect to the original Access Easement route at a location determined by the Owner but approved by CCWSA. Maintenance of the new portion of the all-weather Access Easement through the Owner's Property, or development, shall be the responsibility of the Owner. The Owner will likewise provide all weather access to all portions of the CCWSA Sewer Line, pump station, force main and Sewer Infrastructure during site development, until the new permanent access location is established. A new perpetual access easement agreement defining the new route and alignment for CCWSA's use will be conveyed to CCWSA and recorded by the Owner at the Owner's expense.

5.

This Agreement shall be effective among the Parties, their successors, and assigns, immediately upon execution of this Agreement by all Parties hereto.

6.

The terms and conditions of this Agreement shall be binding upon CCWSA, the Owner, and the Owner's successors in title and shall run with title to the Property and shall be a covenant running with the Property enforceable by all the Parties.

7.

This Agreement shall only be modified in writing signed by all the Parties.

8.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

9.

This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Georgia and the County of Coweta, Georgia. Its provisions are severable, and the invalidity or unenforceability of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2024.

COWETA COUNTY WATER AND SEWERAGE AUTHORITY

By: _____

Name: _____

Title: _____

Sworn and subscribed to before me this
_____ day of _____, 2024

Witness

Notary Public

My Commission Expires:

INDUSA HOSPITALITY GROUP II, LLC

By: _____

Name: Umang Patel

Title: Manager

Sworn and subscribed to before me this
_____ day of _____, 2024

Witness

Notary Public

My Commission Expires:

EXHIBIT "A"

Site Plan

Provided by Owner

EXHIBIT "B"

Sanitary Sewer

Provided by Owner

EXHIBIT “C”

Access Easement

Provided by Owner