CITY OF HOSCHTON
CITY COUNCIL
THURSDAY, OCTOBER 9, 2025, AT 6:00PM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



WORK SESSION AGENDA

CALL TO ORDER

AGENDA APPROVAL

REPORTS BY MAYOR, COUNCIL, AND STAFF

NEW BUSINESS

- 1. Resolution 2025-26 Recommendation of approval for Twin Lakes Blvd Road and Right Dedication
- 2. Resolution 2025-23 Recommendation of approval for Landscape Maintenance Agreement for Twin Lakes Blvd
- 3. Resolution 2025-24 Recommendation of approval for Dedication of a Sewage Pump Station within Phase 6B of Twin Lakes
- 4. Millage Rate Rollback
- 5. Resolution 2025:19: Personnel Policy Amendment: Mayor and Council Benefits
- 6. Resolution 2025-21 Annual Update for the CIE
- 7. Jackson County Sheriff's Office MOU and booking contract

CITIZEN INPUT

EXECUTIVE SESSION (IF NEEDED)nb

ADJOURN

MONTHLY TEAM REPORTS

SEPTEMBER 2025

CITY MANAGER REPORT

- > The City finalized our comprehensive plan with public input
- > City Manager attended classes for continuous education.
- ➤ Met with contractors that is conducting the Phase 1 sewer capacity project.
- ➤ Met with Staff and Engineering to review existing and future capacity for future developments.
- MPO conducted a public meeting to present downtown master traffic plan.
- > DDA is doing an amazing job with new projects that have been handed to them and are working on future visioning.
- Planning and Zoning did not meet this month due to no agenda items.
- Met with the county to discuss future impact fees for Tribute Development.
- ➤ Met with Staff, elective officials and DDA Team to discuss 2026 budget.

Respectfully submitted,

Jennifer Harrison

City Manager

2025 On-Going Projects

City Project	Est. Cost	Grant	Est. Completion	Project Fund
Mulberry Park	\$1.5 Mil	\$500,000 LWCF	December 2026	General
(153 Mulberry)				
WWTP Phase 2	\$25 Mil	\$2.2 Million	December 2026	Sewer
.5 to .95 MGD		SLFRF Grant		82
WWTP Phase 3	\$8 Mil	No	December 2029	Sewer
.95 to 2.0 MDG				
Main Water				Water
Line Upgrade Phase 3	\$1.2 Mil	No	December 2025	
South Water	3,015,906.00	\$1 Million ARC	July 2027	Water
Tank	(Under Budget)			
Municipal Complex	TBD	None	December 2027	General
LMIG Project				
(Village/P'Tree)	\$300,000	\$110,000.00	Fall 2025	General
			(COMPLETED)	
Parking Deck	TBD	TBD	TBD	General
Barrow County				
Water Connection	\$4 Mil	None	October 2026	Water



EMI, CONSULTING ENGINEERS'S REPORT, OCTOBER 2025

- Wastewater Plant Expansion, Phase II Expansion to 0.95 MGD- Reeves+Young awarded CMAR contract. \$2.2 Million Grant awarded. \$20 Million in GEFA loan funds awarded. \$2.8 million in local funds pledged. An additional \$10 million in GEFA funds was approved on August 26, with \$1 million in principal forgiveness. The Pre-construction conference was held in June, with an official groundbreaking ceremony held in late July.
- DDR approved for expansion of Wastewater plant to 2.0 MGD. Antideg and EID have been completed and submitted to EPD. An additional waste load allocation was submitted to EPD for possible future expansions to 2.5 and 3.0 MGD.
- Phase I watermain upgrades, completed. Phase II or Phase "B" is completed as well. Next Phase design and permitting completed. Bids for this phase were received on May 6. The contract has been awarded with a pre-construction conference to be held July 10, 2025. Construction is well underway.
- Booster Pump addition for Jackson County Supply- This project is essentially completed and is in the startup phase. There are several older lines in the system that need to be isolated for the system to operate correctly. This remedial and start up work is ongoing.
- The two existing wells need to have the pumps upgraded to be able to pump to 1085 MSL. Some consideration to a small booster on the Braselton feed should also be considered.
- South Elevated Tank- Construction was scheduled to be completed this summer. The contractor has asked for a major time extension. Meeting with Phoenix Fabricators revealed major issues with water tank resources globally. The revised schedule for Completion is now July 31, 2026.
- Barrow County water connection-Phase I, City portion vault on Peachtree Road to be upgraded; 12" bore under Mulberry to site of Barrow vault. EMI has begun work on phase I. The Intergovernmental Agreement and Schedule was executed in March 2025. A progress meeting with the County to discuss the updated schedule is planned for October 15 at Hoschton City Hall.



EMI, CONSULTING ENGINEERS'S REPORT, OCTOBER 2025, PAGE TWO

- Hoschton 2025 LMIG Paving project included paving repairs and patching in The Village of Hoschton Area. Also, some patching on Peachtree Road was included. Bids were opened on May 27, 2025, at 2:00 PM in City hall. The contract has been awarded to Allied Paving and is complete. The 2026 LMIG application is due by February 1, 2026.
- The City's ongoing groundwater investigation program has two more possible locations for establishing production wells. There are two potential locations on the Uline, (formally Pirkle) site near the City Park on Cabin Drive.
- GIS Mapping system is underway to include water, sewer and storm. Mapping will include water valves, hydrants, manholes, pump stations, line sizes etc. EMI and City staff are working toward obtaining digital "as-built drawings" on some past projects.
- Initial Plans for Mulberry Park are being updated by Brewer and Associates. These are addressing all of the City's comments. Design of a grinder pump system for the new bathrooms has been completed, since gravity sewer service is not feasible. We are hoping to be out for bids on this project by Mid-October.

Police Department Report 10/02/2025

- Reports and Citations

 The Police Department has generated over 5000 case numbers since January 1 and wrote 161 citations in the month of September.
- 2. Court- We will have court again on October 23rd at City Hall.

3. Activity:

- Attended a 9/11 Ceremony at WJES
- Chief Hill read to the 2nd grade at WJES for Georgia Reads Week
- Chief Hill attended the Georgia Chief's Conference in Savannah where several topics were covered including employee retention, hiring and updates in technology
- Chief Hill attended a school attendance meeting for the county
- 4. <u>Flock:</u> We are in the final stages of installing the Kroger funded Flock Cameras on Hwy 53 in front of Kroger. There will be one that catches south bound traffic and one that catches north bound traffic. Also the north bound camera will have a live feed capability that will show the intersection and some of the parking lot of Kroger.



PUBLIC WORKS DEPARTMENT

MONTHLY REPORT SEPTEMBER 2025

The Public Works Department completed the following in addition to normal day-to-day duties.

- > Attended the monthly progress meeting with Reeves and Young for the WWTP.
- > Graded out all the mulch and piled up dirt at the Mulberry Park Property. This should allow for more parking if needed down there.
- Had floors redone in Public Works building due to several spots messing up.
- > Assisted Sewer department in having all the old chemical containers placed on pallets and hauled off.
- Fabricated a manhole lid/cover for a manhole at the plant to help ventilation.
- > Assisted Sewer Department in showing them how to install new filter cloths at the WWTP.
- > Fixed a 2 inch water main leak on W. Jefferson Street
- > Attended Pre Con with Aberdeen, City Manager and other staff to go over expectations prior to pulling first building permits/inspections.
- Working with EMI on updated plan for North Tank.
- > Twin Lakes 2A, 2B & 2C Bond Release In Progress
- > Twin Lakes Phase 8 Bond Release In Progress

LINE #1

Resolution 2025-2**6** - Recommendation of approval for Twin Lakes Blvd Road and Right Dedication

RESOLUTION 25-26

A RESOLUTION ACCEPTING FROM CRESSWIND AT TWIN LAKES COMMUNITY ASSOCIATION, INC.,

THE DEDICATION OF RIGHTS OF WAYS AND STREETS WITHIN TWIN LAKES PLANNED UNIT DEVELOPMENT, AUTHORIZING THE RECORDING OF A DEED, AND AUTHORIZING THE RELEASE OF THE MAINTENANCE SURETY AND FOR OTHER PURPOSES

WHEREAS, Cresswind at Twin Lakes Community Association, Inc., is the owner and developer of the property as described in attachment "A", a portion of part of a property described as parcel 8 as shown on the final plat for Twin Lakes PUD recorded in plat book 81, page 260, records of Jackson County, Georgia Clerk of Superior Court: and

WHEREAS, Cresswind at Twin Lakes Community Association, Inc., is the owner and developer of the property as shown in attachment "B", a portion of part of a property described as parcel 8 as shown on the final plat for Twin Lakes PUD recorded in plat book 81, page 260, records of Jackson County, Georgia Clerk of Superior Court: and

WHEREAS, Final plats for Twin Lakes Planned Unit Development, associated with the property have been approved by the Hoschton City Council and recorded by the owner, and per said final plat approvals the owner has dedicated the streets and water and sewer lines within these subdivision phases to the City of Hoschton as public improvements; and

WHEREAS, The city's subdivision and land development regulations require the owner dedicating public improvements to provide a maintenance bond for surety, and Cresswind at Twin Lakes Community Association, Inc. has provided maintenance bonds to guarantee the improvements; and

WHEREAS, Cresswind at Twin Lakes Community Association, Inc requests that the city assume maintenance of the aforementioned streets and release the maintenance bonds; and

WHEREAS, To acceptance streets for maintenance, the city's subdivision and land development ordinance requires the conveyance of a warranty deed for the street rights of ways; and

WHEREAS, Cresswind at Twin Lakes Community Association, Inc has provided a warranty deed, conveying title of the rights of ways to the City of Hoschton; and

WHEREAS, The city's public works director has inspected the streets proposed to be dedicated and recommends that the city accept them for maintenance; and

Now, therefore, IT IS RESOLVED by the City Council of Hoschton as follows:

Section 1.

The City Council hereby accepts in fee simple title and for maintenance of right of way, named Twin Lakes Boulevard, as shown on the final plat for Twin Lakes PUD recorded in plat book 81, page 260, records of Jackson County, Georgia Clerk of Superior Court records of the Clerk of Superior Court, Jackson County, Georgia.

Section 2.

The city attorney is authorized to record the warranty deed transferring ownership of the subject property to be dedicated to the city.

Section 3.

The city is authorized to release the maintenance guarantees (bond) on file for Twin Lakes Planned Unit Development related to this dedication.

SO RESOLVED this 9 th day of October, 2025.	
	This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records including its minutes. In that capacity, my
Debbie Martin, Mayor	signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.
Approved as to form:	
Abbott S. Hayes, Jr., City Attorney	Jennifer Kidd-Harrison, City Clerk

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D 1407, CITY OF HOSCHTON, JACKSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 53 (100' R/W) AND THE WESTERN RIGHT-OF-WAY OF TWIN LAKES BOULEVARD (R/W VARIES); THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF SAID STATE ROUTE 53, 129.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°56'18" EAST, 129.72 FEET TO A POINT; THENCE LEAVING SAID RIGHTOF-WAY AND ALONG THE WESTERN RIGHT-OF-WAY OF TWIN LAKES BOULEVARD THE FOLLOWING COURSES AND DISTANCES: SOUTH 50°38'26" WEST, A DISTANCE OF 21.22 FEET TO A POINT; THENCE SOUTH 06°45'19" WEST, A DISTANCE OF 12.08 FEET TO A POINT; THENCE 83.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°01'02" EAST, 82.10 FEET TO A POINT; THENCE 180.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING OF SOUTH 14°28'39" WEST, 168.34 FEET TO A POINT; THENCE 73.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 38°42'59" WEST, 72.59 FEET TO A POINT; THENCE SOUTH 25°41'19" WEST. A DISTANCE OF 15.97 FEET TO A POINT; THENCE 32.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 33°39'41" WEST, 31.90 FEET TO A POINT; THENCE SOUTH 41 °38'02" WEST, A DISTANCE OF 15.67 FEET TO A POINT; THENCE 23.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 33°39'41" WEST, 23.58 FEET TO A POINT; THENCE SOUTH 25°41'19" WEST, A DISTANCE OF 50.79 FEET TO A POINT; THENCE 72.76 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 461.00 FEET AND A CHORD BEARING OF SOUTH 21°10'02" WEST, 72.68 FEET TO A POINT; THENCE SOUTH 16°38'46" WEST, A DISTANCE OF 126.02 FEET TO A POINT; THENCE 253.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 173.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 25°16'54" EAST, 231.20 FEET TO A POINT; THENCE SOUTH 67°12'34" EAST, A DISTANCE OF 74.97 FEET TO A POINT; THENCE 179.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°11 '12" EAST, 178.02 FEET TO A POINT; THENCE SOUTH 41 °09'50" EAST, A DISTANCE OF 272.96 FEET TO A POINT; THENCE 105.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT HA YING A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51 °57'48" EAST, 104.93 FEET TO A POINT; THENCE SOUTH 62°45'47" EAST, A DISTANCE OF 40.04 FEET TO A POINT; THENCE 78.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 262.86 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°09'27" EAST, 78.66 FEET TO A POINT; THENCE 44.63 FEET ALONG A CURVE TO THE LEFT HA YING A RADIUS OF 153.62 FEET AND ACHORD BEARING AND DISTANCE OF SOUTH 53°5510311 EAST, 44.47 FEET TO A POINT; THENCE 241.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CHORD BEARING AND DISTANCE

OF SOUTH 49°30,46" EAST, 239.65 FEET TO A POINT; THENCE SOUTH 36°48,41" EAST, A DISTANCE OF 61.02 FEET TO A POINT; THENCE 118.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RAIDUS OF 345.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 26°56,27" EAST, 118.28 FEET TO THE RIGHTOF-WAY OF BURTON DRIVE (50' R/W); THENCE ALONG SAID RIGHT-OF-WAY 28.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58°31,451, EAST, 26.48 FEET TO A POINT: THENCE NORTH 80°00,43" EAST, A DISTANCE OF 6.20 FEET TO A POINT; THENCE SOUTH 11°15,16,1 EAST, A DISTANCE OF 50.01 FEET TO THE SOUTHERN RIGHT-OF-WAY OF SAID BURTON DRIVE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 80°00'43 n WEST, A DISTANCE OF 6.30 FEET TO A POINT; THENCE 28.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 38°42,25" WEST, 26.40 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID TWIN LAKES BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 02°35,5311 EAST, A DISTANCE OF 63.67 FEET TO A POINT: THENCE 58.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HA YING A RADIUS OF 221.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 10°11,02" EAST, 58.35 FEET TO A POINT; THENCE SOUTH 17°46'11 "EAST, A DISTANCE OF 9.39 FEET TO A POINT; THENCE 48.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 99.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 03°47,3811 EAST, 47.82 FEET TO A POINT; THENCE SOUTH 10°10,54" WEST, A DISTANCE OF 139.59 FEET TO A POINT; THENCE 14.60 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 07°07,42,1 WEST AND A CHORD DISTANCE OF 14.59 FEET TO A POINT; THENCE 121.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°00'44" EAST, 119.35 FEET TO A POINT; THENCE NORTH 46°03,0211 WEST, A DISTANCE OF 50.00 FEET TO THE NORTHWESTERN RIGHT-OF-WAY OF SAID TWIN LAKES BOULEVARD; THENCE ALONG THE SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 101.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 20°40,33 II EAST, 98.78 FEET TO A POINT; THENCE 4.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 06°10'13" WEST, 4.67 FEET TO A POINT; THENCE NORTH 09°47'12" WEST, A DISTANCE OF 27.63 FEET TO A POINT; THENCE 4.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 32.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°11 33" WEST, 4.01 FEET TO A POINT; THENCE NORTH 02°35'53 "WEST, A DISTANCE OF 20.98 FEET TO A POINT; THENCE 30.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°39'06" WEST, 30.11 FEET TO A POINT; THENCE NORTH 30°42'18" WEST, A DISTANCE OF 26.02 FEET TO A POINT; THENCE 30.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°39,05" WEST, 30.60 FEET TO A POINT; THENCE NORTH 02°35,53 "WEST, A DISTANCE OF 70.19 FEET TO A POINT: THENCE 4.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 33,00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 01 °19'42" EAST, 4.52 FEET POINT; THENCE NORTH 05°15,18" EAST, A DISTANCE OF

Resolution 25-22

81.60 FEET TO A POINT; THENCE 13.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 01 °09,26,1 WEST, 13.85 FEET TO A POINT; THENCE NORTH 07°34,09,1 WEST, A DISTANCE OF 20.38 FEET TO A POINT; THENCE 130.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 22°11,25, WEST, 128.74 FEET TO A POINT; THENCE NORTH 36°48,41 "WEST, A DISTANCE OF 61.02 FEET TO A POINT; THENCE 201.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 455.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°30'42" WEST, 200.06 FEET TO A POINT; THENCE 70.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243.62 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53°54,5311 WEST, 70.49 TO A POINT; THENCE 52.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 172.86 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°08,46" WEST, 51.80 FEET TO A POINT; THENCE NORTH 62°45,47" WEST, A DISTANCE OF 40.04 FEET TO A POINT; THENCE 139.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°57'48" WEST, 138.66 FEET TO A POINT; THENCE NORTH 41 °09'501 WEST, A DISTANCE OF 272.96 FEET TO A POINT; THENCE 138.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 305.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°11,12" WEST AND A CHORD DISTANCE OF 137.46 FEET TO A POINT; THENCE NORTH 67°12'34" WEST, A DISTANCE OF 95.34 FEET TO A POINT; THENCE 333.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 228.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 25°16,54,1 WEST, 304.70 FEET TO A POINT; THENCE NORTH 16°38,46" EAST, A DISTANCE OF 158.64 FEET TO A POINT; THENCE 85.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21 °10,02, EAST, 85.13 FEET TO A POINT; THENCE NORTH 25°41'19, EAST, A DISTANCE OF 155.86 FEET TO A POINT; THENCE 50.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 02°34,38,1 EAST, 48.67 FEET TO A POINT; THENCE 137.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07°52,5811 EAST, 132.30 FEET TO A POINT; THENCE 83.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°31'39" EAST, 82.10 FEET TO A POINT; THENCE NORTH 06°45'19" EAST, A DISTANCE OF 10.75 FEET TO A POINT; THENCE NORTH 38°08'38" WEST, A DISTANCE OF 21.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 5.707 ACRES.

(Above Space Reserved for Recording)

After Recording, Please Return To: NowackHoward, LLC One Alliance Center 3500 Lenox Road, Suite 1650 Atlanta, GA 30326 Attention: Shelby Bricka Perdue, Esq. Deed Preparation Only - No Opinion of Title

Cross Reference: Deed Book 88-M, Page 773

Deed Book _____, Page ____

Grantor's Index: Cresswind at Twin Lakes

Community Association, Inc.

DEED OF DEDICATION

STATE OF GEORGIA COUNTY OF JACKSON

THIS INDENTURE, made this ______ day of _______, 2025, between CRESSWIND AT TWIN LAKES COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation, as party of the first part, hereinafter called "Grantor", and the CITY OF HOSCHTON, GEORGIA, a political subdivision of the State of Georgia, as party of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include his/her/its respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

See Exhibit "A", attached hereto and incorporated herein by this reference, comprised of the road commonly known as Twin Lakes Boulevard (hereinafter referred to as the "Property").

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described Property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, IN FEE SIMPLE.

of certain landscaping and improvement Easements, Maintenance Agreement a	essigns, shall be responsible for the maintenance ents within the Property as described in the end Covenant to Share Costs recorded on, Page et seq., Jackson County,			
GRANTOR, its sucessors and assigns, hereby reserves the non-exclusive, perpetual easement under, through, over and across the Property for to perform the maintenance of certain landscaping and improvements within the Property as described in the Easements, Maintenance Agreement and Covenant to Share Costs recorded on, 2025, at Deed Book, Page et seq., Jackson County, Georgia land records.				
AND THE SAID Grantor will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through, or under Grantor herein.				
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the date and year above written.				
	<u>GRANTOR</u> :			
Signed, sealed and delivered in the presence of:	CRESSWIND AT TWIN LAKES COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation			
Witness Notary Public	Jennifer Landers, CEO			
My commission expires: 7 25 25	Dustin Baker, Vice President			
[NOTARY SEAL]	[CORPORATE SEAL]			
KENNEDY MOORE				

KENNEDY MOORE

Notary Public - State of Georgia

Jackson County

My Commission Expires Jul 25, 2028

[SIGNATURES CONTINUE ON NEXT PAGE.]

Accepted this day of	, 2025 by the CITY OF HOSCHTON,
GEORGIA.	
	<u>CITY</u> :
Signed, sealed and delivered in the presence of:	CITY OF HOSCHTON, a political subdivision of the State of Georgia
	By:
Witness	Debbie Martin, Mayor
	[CITY SEAL]
Notary Public	
My commission expires:	
[NOTARY SEAL]	

EXHIBIT "A"

LEGAL DESCRIPTION TWIN LAKES BOULEVARD

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D 1407, CITY OF HOSCHTON, JACKSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 53 (100' R/W) AND THE WESTERN RIGHT-OF-WAY OF TWIN LAKES BOULEVARD (R/W VARIES): THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF SAID STATE ROUTE 53, 129.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°56'18" EAST, 129.72 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WESTERN RIGHT-OF-WAY OF TWIN LAKES BOULEVARD THE FOLLOWING COURSES AND DISTANCES: SOUTH 50°38'26" WEST. A DISTANCE OF 21.22 FEET TO A POINT; THENCE SOUTH 06°45'19" WEST, A DISTANCE OF 12.08 FEET TO A POINT; THENCE 83.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°01'02" EAST, 82.10 FEET TO A POINT; THENCE 180.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING OF SOUTH 14°28'39" WEST, 168.34 FEET TO A POINT: THENCE 73.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 38°42'59" WEST, 72.59 FEET TO A POINT; THENCE SOUTH 25°41'19" WEST, A DISTANCE OF 15.97 FEET TO A POINT; THENCE 32.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 33°39'41" WEST, 31.90 FEET TO A POINT; THENCE SOUTH 41°38'02" WEST, A DISTANCE OF 15.67 FEET TO A POINT; THENCE 23.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 33°39'41" WEST, 23.58 FEET TO A POINT; THENCE SOUTH 25°41'19" WEST, A DISTANCE OF 50.79 FEET TO A POINT; THENCE 72.76 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 461.00 FEET AND A CHORD BEARING OF SOUTH 21°10'02" WEST, 72.68 FEET TO A POINT; THENCE SOUTH 16°38'46" WEST, A DISTANCE OF 126.02 FEET TO A POINT; THENCE 253.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 173.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 25°16'54" EAST, 231.20 FEET TO A POINT; THENCE SOUTH 67°12'34" EAST, A DISTANCE OF 74.97 FEET TO A POINT; THENCE 179.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°11'12" EAST, 178.02 FEET TO A POINT; THENCE SOUTH 41°09'50" EAST, A DISTANCE OF 272.96 FEET TO A POINT; THENCE 105.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°57'48" EAST, 104.93 FEET TO A POINT; THENCE SOUTH 62°45'47" EAST. A DISTANCE OF 40.04 FEET TO A POINT; THENCE 78.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 262.86 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°09'27" EAST, 78.66 FEET TO A POINT; THENCE 44.63 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 153.62 FEET AND ACHORD BEARING AND DISTANCE OF SOUTH 53°55'03" EAST, 44.47 FEET TO A POINT; THENCE 241.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 49°30'46" EAST, 239.65 FEET TO A POINT; THENCE SOUTH 36°48'41" EAST, A DISTANCE OF 61.02 FEET TO A POINT; THENCE 118.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RAIDUS OF 345.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 26°56'27" EAST, 118.28 FEET TO THE RIGHT-OF-WAY OF BURTON DRIVE (50' R/W); THENCE ALONG SAID RIGHT-OF-WAY 28.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58°31'45" EAST, 26.48 FEET TO A POINT: THENCE NORTH 80°00'43" EAST, A DISTANCE OF 6.20 FEET TO A POINT; THENCE SOUTH 11°15'16" EAST, A DISTANCE OF 50.01 FEET TO THE SOUTHERN RIGHT-OF-WAY OF SAID BURTON DRIVE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 80°00'43" WEST, A DISTANCE OF 6.30 FEET TO A POINT; THENCE 28.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 38°42'25" WEST, 26.40 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID TWIN LAKES BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 02°35'53" EAST, A DISTANCE OF 63.67 FEET TO A POINT; THENCE 58.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 221.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 10°11'02" EAST, 58.35 FEET TO A POINT; THENCE SOUTH 17°46'11" EAST, A DISTANCE OF 9.39 FEET TO A POINT; THENCE 48.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 99.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 03°47'38" EAST, 47.82 FEET TO A POINT; THENCE SOUTH 10°10'54" WEST, A DISTANCE OF 139.59 FEET TO A POINT; THENCE 14.60 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 07°07'42" WEST AND A CHORD DISTANCE OF 14.59 FEET TO A POINT; THENCE 121.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°00'44" EAST, 119.35 FEET TO A POINT; THENCE NORTH 46°03'02" WEST, A DISTANCE OF 50.00 FEET TO THE NORTHWESTERN RIGHT-OF-WAY OF SAID TWIN LAKES BOULEVARD; THENCE ALONG THE SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 101.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 20°40'33" EAST, 98.78 FEET TO A POINT; THENCE 4.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 06°10'13" WEST, 4.67 FEET TO A POINT; THENCE NORTH 09°47'12" WEST, A DISTANCE OF 27.63 FEET TO A POINT; THENCE 4.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 32.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°11'33" WEST, 4.01 FEET TO A POINT; THENCE NORTH 02°35'53" WEST, A DISTANCE OF 20.98 FEET TO A POINT; THENCE 30.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°39'06" WEST, 30.11 FEET TO A POINT; THENCE NORTH 30°42'18" WEST, A DISTANCE OF 26.02 FEET TO A POINT; THENCE 30.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°39'05" WEST, 30.60

FEET TO A POINT; THENCE NORTH 02°35'53" WEST, A DISTANCE OF 70.19 FEET TO A POINT: THENCE 4.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 01°19'42" EAST, 4.52 FEET POINT; THENCE NORTH 05°15'18" EAST, A DISTANCE OF 81.60 FEET TO A POINT: THENCE 13.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 01°09'26" WEST, 13.85 FEET TO A POINT; THENCE NORTH 07°34'09" WEST, A DISTANCE OF 20.38 FEET TO A POINT; THENCE 130.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 22°11'25" WEST, 128.74 FEET TO A POINT; THENCE NORTH 36°48'41" WEST, A DISTANCE OF 61.02 FEET TO A POINT; THENCE 201.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 455.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°30'42" WEST, 200.06 FEET TO A POINT; THENCE 70.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243.62 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53°54'53" WEST, 70.49 TO A POINT; THENCE 52.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 172.86 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°08'46" WEST, 51.80 FEET TO A POINT; THENCE NORTH 62°45'47" WEST, A DISTANCE OF 40.04 FEET TO A POINT; THENCE 139.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°57'48" WEST, 138,66 FEET TO A POINT; THENCE NORTH 41°09'50" WEST, A DISTANCE OF 272.96 FEET TO A POINT; THENCE 138.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 305.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°11'12" WEST AND A CHORD DISTANCE OF 137.46 FEET TO A POINT; THENCE NORTH 67°12'34" WEST, A DISTANCE OF 95.34 FEET TO A POINT; THENCE 333.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 228.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 25°16'54" WEST, 304.70 FEET TO A POINT; THENCE NORTH 16°38'46" EAST, A DISTANCE OF 158.64 FEET TO A POINT; THENCE 85.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°10'02" EAST, 85.13 FEET TO A POINT; THENCE NORTH 25°41'19" EAST, A DISTANCE OF 155.86 FEET TO A POINT; THENCE 50.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 02°34'38" EAST, 48.67 FEET TO A POINT; THENCE 137.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07°52'58" EAST, 132.30 FEET TO A POINT; THENCE 83.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°31'39" EAST, 82.10 FEET TO A POINT; THENCE NORTH 06°45'19" EAST, A DISTANCE OF 10.75 FEET TO A POINT; THENCE NORTH 38°08'38" WEST, A DISTANCE OF 21.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 5.707 ACRES.

LINE #2

Resolution 2025-23 - Recommendation of approval for Landscape Maintenance Agreement for Twin Lakes Blvd

RESOLUTION NO. 2025-23

A RESOLUTION OF THE CITY OF HOSCHTON, GEORGIA, ACCEPTING A LANDSCAPE MAINTENANCE AGREEMENT FOR TWIN LAKES BOULEVARD

WHEREAS, the City of Hoschton recognizes the importance of maintaining landscaped areas within public rights-of-way, easements, and other designated locations to promote public safety, enhance community aesthetics, and support environmental stewardship; and

WHEREAS, Cresswind at Twin Lakes Community Association, Inc., has submitted a Landscape Maintenance Agreement detailing the responsibilities for the ongoing care, upkeep, and replacement of landscaping improvements associated with the Cresswind at Twin Lakes Community; and

WHEREAS, the City of Hoschton Planning and Development Department has reviewed the proposed agreement and found it to be consistent with applicable ordinances, development conditions, and maintenance standards; and

WHEREAS, acceptance of the agreement will ensure that landscaping improvements are maintained in a manner that aligns with the City's long-term vision and development goals;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hoschton, Georgia, as follows:

- 1. The Landscape Maintenance Agreement submitted by Cresswind at Twin Lakes Community Association, Inc., for the Cresswind at Twin Lakes Community, as attached Exhibit "A" is hereby accepted and approved.
- 2. The Mayor is authorized to execute the agreement on behalf of the City of Hoschton.
- 3. City staff is directed to retain the executed agreement in the official records and monitor compliance in accordance with applicable regulations.

RESOLVED AND ADOPTED this day	7 of, 20
Debbie Martin, Mayor	This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.
Approved as to form:	
Abbott S. Hayes, Jr., City Attorney	Jennifer Kidd-Harrison, City Clerk

After recording, please return to:
NowackHoward, LLC
One Alliance Center, Suite 1650
3500 Lenox Road NE
Atlanta, Georgia 30326
Attention: Shelby Bricka Perdue, Esq.

Cross Reference: Deed Book 90B, Page 589

Deed Book 89T, Page 678

EASEMENTS, MAINTENANCE AGREEMENT AND COVENANT TO SHARE COSTS

This EASEMENT, MAINTENANCE AGREEMENT AND COVENANT TO SHARE COSTS (the "Agreement") is made as of August 27th, 20 25 by the CRESSWIND AT TWIN LAKES COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation, (the "Cresswind Association"), the TWIN LAKES OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation, (the "Twin Lakes Association"), and the CITY OF HOSCHTON, GEORGIA, a political subdivision of the State of Georgia, (the "City") (the Cresswind Association, the Twin Lakes Association and the City are hereinafter sometimes collectively referred to as the "Parties" and each may be referred to individually as a "Party").

Statement of Background:

WHEREAS, <u>Cresswind Association</u> is a mandatory membership community association comprised of owners of lots subject to the Declaration of Covenants, Conditions and Restrictions for Cresswind at Twin Lakes recorded on March 16, 2020, at Deed Book 88M, Page 773 <u>et seq.</u>, Jackson County, Georgia land records, ("<u>Cresswind Declaration</u>"), as amended; and

WHEREAS, <u>Twin Lakes Association</u> is a mandatory membership community association comprised of owners of lots subject to the Declaration of Covenants, Conditions and Restrictions for Twin Lakes recorded on July 1, 2020, at Deed Book 90E, Page 714 <u>et seq.</u>, Jackson County, Georgia land records ("<u>Twin Lakes Declaration</u>"), as amended; and

WHEREAS, a parcel of real property cross-hatched, indicated as Twin Lakes Boulevard R/W Dedication and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, is to be dedicated to the **City** as public right-of-way that contains a portion of a paved roadway commonly known as Twin Lakes Boulevard, sidewalks and Multi-Use Trail running along the paved roadway ("**Main Entrance Drive**"). The associated landscaping, irrigation, and hardscape within the Main Entrance Drive described on **Exhibit A** is hereinafter referred to as the "**Main Entrance Drive Landscaping**"; and

WHEREAS, the <u>Cresswind Association</u> shall be responsible for the maintenance of certain real property indicated as Open Space "A," Open Space "B," Open Space "C," and certain improvements within the Main Entrance Drive being more particularly described on <u>Exhibit B</u>

and Exhibit C, both attached hereto and incorporated herein by this reference, upon which property entrance monuments and associated landscaping, irrigation, and hardscape (collectively referred to as the "Main Entrance Drive Parcel Improvements"). The real property indicated as Open Space "A," Open Space "B," Open Space "C," and the Twin Lakes Boulevard R/W Dedication on Exhibit C is hereinafter referred to as the "Main Entrance Drive Parcel". A survey showing a visual depiction of the Main Entrance Drive Parcel and the Main Entrance Drive Parcel Improvements located therein is attached hereto as Exhibit D and incorporated herein by this reference; and

WHEREAS, the <u>Main Entrance Drive Parcel</u> is bisected by the <u>Main Entrance Drive</u> dividing the <u>Main Entrance Drive Parcel</u> into three distinct tracts. The tracts between the eastern most line of the right of way of the <u>Main Entrance Drive</u> to the easternmost property line of the <u>Main Entrance Drive</u> shall be referred to as the <u>"Open Space "A" and "C"</u>, as indicated as Open Space "A" and Open Space "C" and more particularly described on <u>Exhibit B</u> and <u>Exhibit E</u>, attached hereto and incorporated herein by reference, and the tract between the western most line of the right of way of the <u>Main Entrance Drive</u> to the western most property line of the <u>Main Entrance Drive Parcel</u> shall be referred to as the <u>"Open Space "B"</u>, as indicated as Open Space "B" and more particularly described on <u>Exhibit B</u> and <u>Exhibit F</u>, attached hereto and incorporated herein by reference, and

WHEREAS, the Open Space "B" is to be conveyed to the Cresswind Association; and

WHEREAS, the Open Space "A" and "C" is to be conveyed to the Twin Lakes Association; and

WHEREAS, certain real property subject to the <u>Cresswind Declaration</u> (the "<u>Cresswind Parcel</u>") adjoins the <u>Open Space "B"</u>; and

WHEREAS, certain real property subject to the <u>Twin Lakes Declaration</u> (the "<u>Preserve Parcel</u>") adjoins the <u>Open Space "A" and "C"</u>; and

WHEREAS, the <u>Main Entrance Drive Parcel Improvements</u>, the <u>Main Entrance Drive Parcel</u>, the <u>Main Entrance Drive</u> and the <u>Main Entrance Drive Landscaping</u> serve both the <u>Cresswind Parcel</u> and the <u>Preserve Parcel</u> and are critical to the both the <u>Cresswind Association</u> community and the <u>Twin Lakes Association</u> community; and

WHEREAS, the <u>Main Entrance Drive</u> is to be dedicated to the <u>City</u>; however, the <u>Cresswind Association</u> will continue to provide maintenance, repair and replacement of certain landscaping located within and surrounding the <u>Main Entrance Drive</u>; and

WHEREAS, the <u>Cresswind Association</u> shall be empowered to maintain and shall be responsible for the certain maintenance of the <u>Main Entrance Drive Parcel</u> including the <u>Main Entrance Drive Parcel Improvements</u> and the <u>Main Entrance Drive Landscaping</u> in accordance with this <u>Agreement</u>; and

WHEREAS, the <u>Cresswind Association</u>, the <u>Twin Lakes Association</u> and the <u>City</u> desire to provide for the maintenance of the <u>Main Entrance Drive Landscaping</u> and for an equitable allocation of costs relating to maintenance these items; and

WHEREAS, the <u>Cresswind Association</u> and the <u>Twin Lakes Association</u> desire to provide for certain maintenance of the <u>Main Entrance Drive Parcel</u> and <u>Main Entrance Drive Parcel Improvements</u> and for an equitable allocation of costs relating to maintenance these items; and

WHEREAS, the <u>Cresswind Association</u>, the <u>Twin Lakes Association</u> and the <u>City</u> desire to clarify the responsibility for the maintenance of the <u>Main Entrance Drive</u> including the paved roadway, roadway curb and gutter, roadway striping, standard road signage, sidewalks, Multi-Use Trail and a bridge; and

NOW, THEREFORE, for an in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, and of the premises and benefits to be derived by the <u>Parties</u> hereto, and their successors-in-title, the <u>Parties</u> hereby agree that the <u>Main Entrance Drive</u>, including but not limited to the <u>Main Entrance Drive Landscaping</u>, and the <u>Main Entrance Drive Parcel</u>, including but not limited to the <u>Main Entrance Drive Parcel Improvements</u>, shall be held, sold and conveyed subject to the covenants, rights, restrictions and easements contained herein, which shall run with the title to the <u>Main Entrance Drive</u>, the <u>Open Space "B"</u>, and the <u>Open Space "A" and "C"</u> and shall bind all <u>Parties</u> having any right, title or interest therein, their heirs, successors, and assigns, and shall inure to the benefit of the <u>Twin Lakes Association</u>, the <u>Cresswind Association</u> and the <u>City</u>.

1. <u>Recitals and Exhibits</u>. The foregoing recitals in the Statement of Background and the exhibits attached hereto are an integral part of this <u>Agreement</u> and are incorporated herein by this reference.

2. Easements.

a. <u>Easement to the Twin Lakes Association for the Open Space "B".</u> Subject to the provisions of this <u>Agreement</u>, the <u>Cresswind Association</u> grants, conveys, assigns and sets over to the <u>Twin Lakes Association</u>, as an appurtenance to the <u>Preserve Parcel</u> and <u>Open Space "A" and "C"</u> for the benefit of the <u>Twin Lakes Association</u> and its employees, agents, invitees, guests, and members and the owners and residents of property within the **Preserve Parcel**, a non-exclusive easements across and over the <u>Open Space "B"</u>.

The use of the easement set forth in this Section 2(a) is subject to such reasonable and uniformly applied rules and regulations as the <u>Cresswind Association</u> may promulgate with respect to the <u>Open Space "B"</u>; provided, however, such rules and regulations shall not conflict with the provisions hereof.

b. Easement to the Cresswind Association for the Open Space "A" and "C". Subject to the provisions of this Agreement, the Twin Lakes Association grants, conveys, assigns and sets over to the Cresswind Association, as an appurtenance to the Cresswind Parcel and Open Space "B" for the benefit of the Cresswind Association and its employees, agents, invitees, guests, and members and the owners and residents of property within the Cresswind Parcel, a non-exclusive easements across and over the Open Space "A" and "C".

The use of the easement set forth in this Section 2(b) is subject to such reasonable and

uniformly applied rules and regulations as the <u>Cresswind Association</u> may promulgate with respect to the <u>Open Space "A" and "C"</u>; provided, however, such rules and regulations shall not conflict with the provisions hereof.

Additionally, to perform such maintenance as is required under Section 3, the <u>Twin</u> <u>Lakes Association</u> hereby grants, conveys, assigns and sets over to the <u>Cresswind Association</u>'s officers, directors, agents and employees a non-exclusive perpetual easement under, through, over and across the <u>Open Space "A" and "C"</u>.

- c. <u>Easement to Cresswind Association for the Main Entrance Drive for Maintenance of Main Entrance Drive Landscaping.</u> To perform such maintenance as is required under Section 3, the <u>City</u> hereby grants, conveys, assigns and sets over to the <u>Cresswind Association</u>'s officers, directors, agents and employees a non-exclusive perpetual easement under, through, over and across the <u>Main Entrance Drive</u>.
- d. Exercise of Easement Rights. All persons entitled to exercise these easements shall use reasonable care in exercising such rights and with a minimum of interference to the quiet enjoyment to the Open Space "A" and "C", Open Space "B" or the Main Entrance Drive. Any damage to any real property or personal property resulting from the intentional exercise of such rights shall be repaired to a condition substantially similar to that condition which existed immediately prior to such damage. All easement areas shall be restored to a neat and attractive condition to the extent practical, as soon as reasonably possible after completion of any construction or maintenance activities hereunder. Nothing herein shall be construed to make the Cresswind Association, the Twin Lakes Association or any other person liable for damage resulting from flooding due to rainfall or other weather conditions, natural disasters, acts of God or other circumstances beyond such community association's control.

The continued existence of all easements is expressly made subject to the conditions and restrictions contained herein which shall constitute covenants running with title to, and benefitting and burdening, the <u>Main Entrance Drive</u>, the <u>Open Space "A" and "C"</u> and the <u>Open Space "B"</u>, as described in the Statement of Background recitals above.

3. Maintenance.

- a. <u>Maintenance of Main Entrance Drive</u> by the City. The <u>City</u> shall maintain, repair, replace and resurface the <u>Main Entrance Drive</u> including but not limited to the roadway, roadway curb and gutter, roadway striping, standard road signage, and bridge and the Multi-Use Trail and sidewalks along the <u>Main Entrance Drive</u> in good repair, condition and order and take any action deemed necessary by the City to maintain the <u>Main Entrance Drive</u>.
- Association. The <u>Cresswind Association</u> shall maintain, repair, and replace the landscaping, including but not limited to such landscaping in center island medians, lighting, irrigation and hardscape within the <u>Main Entrance Drive</u> and perform all associated lawncare in the right-of-way. The <u>Cresswind Association</u> and the <u>Twin Lakes Association</u> shall equitably share costs relating to such <u>Main Entrance Drive Landscaping</u> maintenance, repair and replacement as hereinafter provided.

- Improvements by the Cresswind Association. The Cresswind Association shall maintain, repair, and replace the two entrance monuments, and all associated lawn, landscaping, lighting, irrigation and hardscape within the Main Entrance Drive Parcel. The Cresswind Association and the Twin Lakes Association shall equitably share costs relating to such Main Entrance Drive Parcel and Main Entrance Drive Parcel Improvement maintenance, repair and replacement as hereinafter provided.
- d. <u>Higher Level of Maintenance</u>. The <u>Cresswind Association</u> shall be authorized to provide maintenance, repair and replacement of the <u>Main Entrance Drive</u> if the <u>Cresswind Association</u> reasonably determines that a higher level of maintenance, repair and replacement than that provided by the <u>City</u> is in the best interest of the <u>Parties</u>.

e. Insurance.

To the extent commercially reasonable, the <u>Cresswind Association</u> shall keep in force property and public liability insurance on the <u>Main Entrance Drive Parcel</u>, the <u>Main Entrance Drive Parcel</u>, the <u>Main Entrance Drive Landscaping</u>. Such policies shall name the <u>Twin Lakes Association</u> as an additional insured. This insurance shall be included in the budget upon which the assessment to the <u>Twin Lakes Association</u> is based under Section 4(b) hereof. In the event <u>Cresswind Association</u> is unable to purchase such property and/or public liability insurance as to portions of the <u>Main Entrance Drive Parcel Improvements and the Main Entrance Drive Landscaping</u> located on the <u>Preserve Parcel</u> and/or the <u>Open Space "A" and "C"</u>, the <u>Twin Lakes Association</u> shall be responsible for obtaining and keeping in force at its expense such insurance as to such items, which insurance shall name the <u>Cresswind Association</u> as an additional insured.

f. Existing Marketing Signage. The <u>City</u> shall allow any existing marketing signage on the <u>Main Entrance Drive</u> placed by the prior owner of such parcel or allowed to be placed by the prior owner of such parcel to remain until such time as the community association to which the marketing material pertains decides such marketing signage is no longer necessary for sale of homes within that community association's community. All signage shall be subject to the City's ordinances, laws, and regulations.

The <u>Cresswind Association</u> shall allow any existing marketing signage on the <u>Open Space "B"</u> placed by the preceding owner of such parcel or allowed to be placed by the preceding owner of such parcel to remain until such time as the community association to which the marketing material pertains decides such marketing signage is no longer necessary for sale of homes within that community association's community. The <u>Twin Lakes Association</u> shall allow any existing marketing signage on the <u>Open Space "A"</u> and "C" placed by the preceding owner of such parcel or allowed to be placed by the preceding owner of such parcel to remain until such time as the community association to which the marketing material pertains decides such marketing signage is no longer necessary for sale of homes within that community association's community.

The <u>Cresswind Association</u> shall remove such marketing signage upon direction of the board of directors of the respective community association and any expense associated with signage removal shall be included in the budget as herein provided below.

4. Obligation To Share Costs

- a. Responsibility for Assessment. The Twin Lakes Association hereby covenants and agrees to pay to the Cresswind Association an annual assessment to cover a portion of the costs incurred by the Cresswind Association in performing its obligations under this Agreement. The obligation to pay this assessment shall be mandatory, regardless of whether the Twin Lakes Association agrees with or is satisfied with the manner and extent of performance by the Cresswind Association.
- b. <u>Computation of Assessments</u>. On an annual basis, the <u>Cresswind Association</u> shall determine an estimated budget for performing its responsibilities under this <u>Agreement</u> for the upcoming year, including an appropriate amount to be placed in a reserve fund for capital repairs and replacements. The budget shall reflect an estimate of the costs of maintaining and insuring the <u>Main Entrance Drive Parcel</u>, including all <u>Main Entrance Drive Parcel</u> Improvements and the <u>Main Entrance Drive Landscaping</u>, as well as the current amount of funds in reserve for an estimate of the estimated remaining useful life of any major components of the <u>Main Entrance Drive Parcel</u>, including all <u>Main Entrance Drive Parcel</u> Improvements and the <u>Main Entrance Drive Landscaping</u> and the methods of funding to defray future repair, replacement, or additions to the major components of the <u>Main Entrance Drive Parcel</u> including all <u>Main Entrance Drive Parcel</u> including all <u>Main Entrance Drive Parcel</u> including all <u>Main Entrance Drive Parcel</u> including

The budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to the actual expenses for the period. If applicable, the budget shall also include a line item for anticipated income from other sources, such as income from third parties.

The Cresswind Association shall follow the budgetary process as set forth in the Amended and Restated Reciprocal Easement Agreement and Covenant to Share Costs between the Cresswind Association and the Twin Lakes Association recorded on et seq., Jackson County, Georgia land records ("Amended at Deed Book . Page and Restated Agreement") which is incorporated herein by this reference by providing written notice of the budget to Twin Lakes Association at least 30 days prior to the beginning of the fiscal year to which the budget relates. The Twin Lakes Association shall pay the Cresswind Association fifty percent (50%) of the budget as an annual assessment unless the Twin Lakes Association gives the Cresswind Association written notice of a reasonable objection to the budget within 30 days of receipt. If the Twin Lakes Association objects to the budget as provided herein, or if the Cresswind Association fails to determine the budget as described above, Twin Lakes Association shall pay the Cresswind Association the amount it paid or was liable for in the previous year pursuant to this Agreement unless the community associations mutually agree on a different amount in writing.

c. Payment of Assessments. The **Twin Lakes Association** shall follow the process as

set forth in the <u>Amended and Restated Agreement</u> for the payment of the assessments and be subject to the same delinquency and past-due charges and remedies, including the <u>Cresswind Association</u>'s ability to initiate suit to collect such amounts, as provided therein.

- d. <u>Recordkeeping</u>. The <u>Cresswind Association</u> shall maintain or cause to be maintained full and accurate books of account with respect to its responsibilities hereunder as provided in the <u>Amended and Restated Agreement</u>, and the <u>Cresswind Association</u> and the <u>Twin Lakes Association</u> shall abide by the same procedures for disputed expenses as provided thereunder.
- The Cresswind Association may levy a Special e. Special Assessments. Assessment upon the Twin Lakes Association for any unbudgeted expenses for the Main Entrance Drive Parcel, including all Main Entrance Drive Parcel Improvements and the Main Entrance Drive Landscaping, attributable to a casualty, act of God, or other event or occurrence that is not reasonably anticipatable during the budgeting process in order to reimburse the Cresswind Association for the actual costs incurred in connection therewith. The amount of Special Assessment to be paid by the Twin Lakes Association shall be fifty percent (50%) of the total unbudgeted expense amount (the "Special Assessment"). The same process for approval and payment of Special Assessments as provided in the Amended and Restated Agreement shall be followed by the Cresswind Association and the Twin Lakes Association. Should the Twin Lakes Association fail to approve a proposed Special Assessment, the Cresswind Association shall not be liable for performing the repairs or other work to the Main Entrance Drive Parcel, Main Entrance Drive Parcel Improvements, and/or the Main Entrance Drive Landscaping proposed to be paid for by the Special Assessment, nor shall any cause of action exist against it for failure to perform the repairs or other work proposed to be paid for by the Special Assessment.

5. Commencement and Term.

- a. <u>Commencement</u>. The applicable obligations under this <u>Agreement</u> concerning the <u>Main Entrance Drive</u> and <u>Main Entrance Drive Landscaping</u> shall commence upon the recording of the dedication of the <u>Main Entrance Drive</u> to <u>City</u>, while the obligations concerning the <u>Main Entrance Drive Parcel</u> and the <u>Main Entrance Drive Parcel Improvements</u> shall commence upon the recording of the conveyance of the <u>Open Space "B"</u> from KH Twin Lakes II, LLC to the <u>Cresswind Association</u> and the recording of the conveyance of the <u>Open Space</u> "A" and "C" from KH Twin Lakes II, LLC to the <u>Twin Lakes Association</u>
- b. <u>Duration</u>. This <u>Agreement</u> shall have perpetual duration, unless terminated by the unanimous consent of the <u>Parties</u> hereto in writing.

6. **Miscellaneous**.

a. <u>Insurance</u>. During the term of this <u>Agreement</u>, the <u>Cresswind Association</u> shall maintain in full force and effect, with a reputable insurance company or companies licensed to provide insurance in the State of Georgia, a policy of commercial liability insurance against claims of liability, bodily injury, death and property damage occurring in connection with, or in any way related to the use and exercise of, the easement and other rights granted hereby. Such insurance

policy shall have limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and shall not be cancelable by the <u>Cresswind Association</u> without thirty (30) days prior written notice to the <u>Twin Lakes Association</u> and to the <u>City</u>. During the term of this <u>Agreement</u>, the <u>Twin Lakes Association</u> shall maintain in full force and effect, with a reputable insurance company or companies licensed to provide insurance in the State of Georgia, a policy of commercial liability insurance against claims of liability, bodily injury, death and property damage occurring in connection with, or in any way related to the use and exercise of, the easement and other rights granted hereby. Such insurance policy shall have limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and shall not be cancelable by the <u>Twin Lakes Association</u> without thirty (30) days prior written notice to the <u>Cresswind Association</u> and to the <u>City</u>. The <u>Twin Lakes Association</u> and the <u>Cresswind Association</u> shall each name the other as additional insureds on their respective policies.

b. Indemnification.

- the <u>Twin Lakes Association</u> and its directors, officers, agents, members and employees (collectively the "<u>Twin Lakes Indemnified Parties</u>") from any damage, loss, cost, expense (including, without limitation, reasonable costs, attorneys' fees and paraprofessional fees incurred pretrial, at trial and at all levels of proceedings, including appeals) including any mechanics liens, or claims of damage to property, personal injury, death or other matters to the extent caused directly or indirectly by or arising from the acts or omissions of the <u>Cresswind Association</u> or its members, contractors, subcontractors, agents, invitees or employees in connection with the use of the <u>Cresswind Parcel</u>, the <u>Open Space "B"</u>, the <u>Open Space "A" and "C"</u>, the <u>Preserve Parcel and/or the and <u>Main Entrance Drive Parcel Improvements</u>; provided, however, the foregoing indemnity shall not apply with respect to any losses to the extent that such losses are the results of any acts or omissions on the part of the <u>Twin Lakes Indemnified Parties</u> or any of their contractors, subcontractors, agents or employees.</u>
- harmless the Cresswind Association, and its directors, officers, agents, members, and employees (collectively the "Cresswind Indemnified Parties") from any damage, loss, cost, expense (including, without limitation, reasonable costs, attorneys' fees and paraprofessional fees incurred pretrial, at trial and at all levels of proceedings, including appeals) including any mechanics liens, or claims of damage to property, personal injury, death or other matters to the extent caused directly or indirectly by or arising from the acts or omissions of Twin Lakes Association or its members, contractors, subcontractors, agents, invitees or employees in connection with the use of the Cresswind Parcel, the Open Space "B", the Open Space "A" and "C", the Preserve Parcel and/or the and Main Entrance Drive Parcel Improvements; provided, however, the foregoing indemnity shall not apply with respect to any losses to the extent that such losses are the results of any acts or omissions on the part of the Cresswind Indemnified Parties or any of their members, contractors, subcontractors, agents or employees.

c. Work Requirements.

- (i) Once any work is commenced on the property of another pursuant to the obligations and rights granted herein, the <u>Party</u> performing such work or causing such work to be performed shall pursue the work diligently and continuously to completion as promptly as reasonably possible, and with as little inconvenience as reasonably possible to either the owner of the property on which the work is being performed or to any residents or other occupants of the property (and their respective employees, guests, and invitees) on which the work is being performed.
- (ii) All work performed under the rights granted herein shall be performed in a workmanlike manner and in accordance with all applicable laws, rules, regulations and ordinances.
- (iii) Any <u>Party</u> performing work or causing work to be performed on the property of another shall, at its sole cost and expense, restore to as near to its original condition as is reasonably possible, and as soon as possible, but no later than thirty (30) days from completion of any work, any property owned by another damaged as a result of such work.

d. Notices.

Any notice, demand, request, consent, approval, or communication that any <u>Party</u> desires or is required, to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight, courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address(es) as may be specified by any such <u>Party</u> to the other hereunder by written notice delivered in accordance with this Sub-section:

To the <u>City</u>:

City of Hoschton Hoschton City Hall 61 City Square Hoschton, GA 30548

To **Twin Lakes Association**:

Twin Lakes Owners Association, Inc. 1 Glenlake Parkway, Suite 515 Atlanta, GA, 30328

To Cresswind Association:

Cresswind at Twin Lakes Community Association, Inc. 218 Cresswind Way Hoschton, GA, 30548

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery if personally served or if delivered by nationally-recognized, overnight, courier service, or on the date indicated on the return receipt if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on

the date of mailing.

- e. <u>Covenants Running with the Land</u>. The provisions of this <u>Agreement</u> and the easements, rights and privileges granted and conveyed herein are and shall be perpetual and shall burden and bind the property described herein in perpetuity and, with respect to such property, each <u>Party</u> and their respective heirs, executors, representatives, tenants, sublessees, successors, successors-in-title, and assigns. Each <u>Party</u> (including without limitation tenants) acquiring or holding any interest or estate in the property described herein shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and conditions of this <u>Agreement</u>; and in accepting such interest or estate in, or the security interest with respect to any Parcel, such <u>Party</u> shall be deemed to have assented to this <u>Agreement</u> and all the terms and conditions set forth herein.
- f. Obligations of the Parties. In the event of a sale or conveyance by any Party of all or any part of the property subject hereto (or any parcel thereof), as the case may be, the transferor shall be relieved, from and after the date of transfer, of all obligations and liabilities respecting the transferred property accruing thereafter hereunder. It is the intention of the Parties that the covenants and obligations of the Parties hereunder shall be binding upon the Parties hereto and their respective successors only during their respective periods of ownership.
- g. <u>Taxes and Assessments</u>. Each <u>Party</u> shall pay, or cause to be paid, prior to any penalty or delinquency, all real property taxes, charges, and assessments, if any, imposed on its respective parcel and all improvements thereon.
- h. <u>Entire Agreement</u>. This <u>Agreement</u> and the exhibits hereto contain the entire agreement and understanding concerning the easements, rights, obligations and privileges provided for herein and supersede all prior agreements, terms, understandings, conditions, representations and warranties, whether written or verbal, made prior to the date hereof in regard thereto.
- i. <u>Applicable Law</u>. This <u>Agreement</u> shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- j. <u>Captions and Interpretation</u>. All captions and headings are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this **Agreement**.
- k. <u>Severability</u>. If any provision of this <u>Agreement</u>, or any portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable by a court of competent jurisdiction, the remainder of this <u>Agreement</u>, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this <u>Agreement</u>; and each provision of this <u>Agreement</u> shall be valid and enforceable to the fullest extent permitted by law.
 - 1. Modification of Agreement. Except as specifically set forth herein, this Agreement

may only be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by the <u>Cresswind Association</u>, the <u>Twin Lakes Association</u>, and the <u>City</u>, for so long as the <u>Parties</u> own any part of the <u>Main Entrance Drive</u>, <u>Open Space "B"</u> or the <u>Open Space "A" and "C"</u>, or their successors or assigns and recorded in the public records in which this <u>Agreement</u> is recorded.

- m. No Joint Venture. The relationship between the <u>Parties</u> is not intended to be and shall not in any way be construed as that of a joint venture, partnership or principal and agent. None of the <u>Parties</u> shall have any right or authority to bind, or create any obligations of, any of the other <u>Parties</u> or to any third <u>Parties</u> other than those provided in the <u>Agreement</u>.
- n. <u>Time is of the Essence</u>. Time is of the essence as to all matters set forth in the <u>Agreement</u> which requires that action be taken by any <u>Party</u> within a stated period of time, or upon a specified date.
- o. <u>Waiver</u>. The failure of any <u>Party</u> to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this <u>Agreement</u>, or any exhibit hereto, shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.
- p. <u>Construction</u>. This <u>Agreement</u> has been negotiated by each <u>Party</u> hereto and this <u>Agreement</u>, including, without limitation, the exhibits, shall not be deemed to have been prepared by any <u>Party</u> individually, but by all equally.
- q. <u>Obligations, Rights and Remedies Cumulative</u>. Unless specifically stated herein to the contrary, the specified rights and remedies to which the <u>Parties</u> are entitled under this <u>Agreement</u> are not exclusive and are intended to be in addition to any other remedies or means of redress to which the <u>Parties</u> may lawfully be entitled and that are not specifically prohibited by this <u>Agreement</u>.
- r. Enforcement. In the event of a breach of any of the provisions of this **Agreement**, the **Parties** shall have all rights and remedies available at law or in equity, including the right to institute proceedings to enjoin the breach. The prevailing **Party** in any litigation arising out of this **Agreement** shall be entitled to recover its reasonable and actual attorneys' fees and costs, including fees and costs incurred at trial, on any appeal and in bankruptcy from the non-prevailing **Party** or debtor, as appropriate.

[SIGNATURES COMMENCE ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the <u>Parties</u> have, through their duly authorized officials, signed and sealed and agreed to this <u>Agreement</u> of the date first above written.

	THE <u>CITY</u> :
Signed, sealed and delivered in the presence of:	CITY OF HOSCHTON, a political subdivision of the State of Georgia
	By:
Witness	Debbie Martin, Mayor
	[CITY SEAL]
Notary Public	. ,
My commission expires:	
[NOTARY SEAL]	
	CRESSWIND ASSOCIATION:
Signed, sealed and delivered in the presence of: Witness Notary Public My commission expires: 725/28	CRESSWIND AT TWIN LAKES COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation By:
[NOTARY SEAL] KENNEDY MOORE Notary Public - State of Georgia Jackson County My Commission Expires Jul 25, 2028	[CORPORATE SEAL]

TWIN LAKES ASSOCIATION:

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My commission expires:

BRYON T. LOPRESTE MY COMMISSION # HH 456133 EXPIRES: January 27, 2028

TWIN LAKES OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

William Fife, CEO

By:

Thomas Turner, Secretary

[CORPORATE SEAL]

EXHIBIT "A"

MAIN ENTRANCE DRIVE

The Main Entrance Drive consists of that 5.707 acre tract indicated on the survey titled "Right-of-Way Exhibit for Twin Lakes Boulevard" dated April 3, 2025, by Rochester and Associates, LLC cross-hatched and indicated as Twin Lakes Boulevard R/W Dedication and further described in Exhibit "B".

EXHIBIT "B"

LEGAL DESCRIPTION TWIN LAKES BOULEVARD

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D 1407, CITY OF HOSCHTON, JACKSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 53 (100' R/W) AND THE WESTERN RIGHT-OF-WAY OF TWIN LAKES BOULEVARD (R/W VARIES); THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF SAID STATE ROUTE 53, 129.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3350.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°56'18" EAST, 129.72 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WESTERN RIGHT-OF-WAY OF TWIN LAKES BOULEVARD THE FOLLOWING COURSES AND DISTANCES: SOUTH 50°38'26" WEST, A DISTANCE OF 21.22 FEET TO A POINT; THENCE SOUTH 06°45'19" WEST, A DISTANCE OF 12.08 FEET TO A POINT: THENCE 83.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°01'02" EAST, 82.10 FEET TO A POINT; THENCE 180.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING OF SOUTH 14°28'39" WEST, 168.34 FEET TO A POINT; THENCE 73.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 38°42'59" WEST, 72.59 FEET TO A POINT; THENCE SOUTH 25°41'19" WEST, A DISTANCE OF 15.97 FEET TO A POINT; THENCE 32.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 33°39'41" WEST. 31.90 FEET TO A POINT; THENCE SOUTH 41°38'02" WEST, A DISTANCE OF 15.67 FEET TO A POINT; THENCE 23.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 33°39'41" WEST, 23.58 FEET TO A POINT; THENCE SOUTH 25°41'19" WEST, A DISTANCE OF 50.79 FEET TO A POINT; THENCE 72.76 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 461.00 FEET AND A CHORD BEARING OF SOUTH 21°10'02" WEST, 72.68 FEET TO A POINT; THENCE SOUTH 16°38'46" WEST, A DISTANCE OF 126.02 FEET TO A POINT; THENCE 253.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 173.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 25°16'54" EAST, 231.20 FEET TO A POINT; THENCE SOUTH 67°12'34" EAST, A DISTANCE OF 74.97 FEET TO A POINT; THENCE 179.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°11'12" EAST, 178.02 FEET TO A POINT; THENCE SOUTH 41°09'50" EAST, A DISTANCE OF 272.96 FEET TO A POINT; THENCE 105.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°57'48" EAST, 104.93 FEET TO A POINT; THENCE SOUTH 62°45'47" EAST, A DISTANCE OF 40.04 FEET TO A POINT; THENCE 78.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT

HAVING A RADIUS OF 262.86 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°09'27" EAST, 78.66 FEET TO A POINT; THENCE 44.63 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 153.62 FEET AND ACHORD BEARING AND DISTANCE OF SOUTH 53°55'03" EAST, 44.47 FEET TO A POINT; THENCE 241.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 545.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 49°30'46" EAST, 239.65 FEET TO A POINT; THENCE SOUTH 36°48'41" EAST, A DISTANCE OF 61.02 FEET TO A POINT; THENCE 118.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RAIDUS OF 345.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 26°56'27" EAST, 118.28 FEET TO THE RIGHT-OF-WAY OF BURTON DRIVE (50' R/W); THENCE ALONG SAID RIGHT-OF-WAY 28.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58°31'45" EAST, 26.48 FEET TO A POINT; THENCE NORTH 80°00'43" EAST, A DISTANCE OF 6.20 FEET TO A POINT; THENCE SOUTH 11°15'16" EAST, A DISTANCE OF 50.01 FEET TO THE SOUTHERN RIGHT-OF-WAY OF SAID BURTON DRIVE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 80°00'43" WEST, A DISTANCE OF 6.30 FEET TO A POINT: THENCE 28.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 38°42'25" WEST, 26.40 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID TWIN LAKES BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 02°35'53" EAST, A DISTANCE OF 63.67 FEET TO A POINT; THENCE 58.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 221.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 10°11'02" EAST, 58.35 FEET TO A POINT; THENCE SOUTH 17°46'11" EAST, A DISTANCE OF 9.39 FEET TO A POINT; THENCE 48.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 99.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 03°47'38" EAST, 47.82 FEET TO A POINT; THENCE SOUTH 10°10'54" WEST, A DISTANCE OF 139.59 FEET TO A POINT; THENCE 14.60 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 07°07'42" WEST AND A CHORD DISTANCE OF 14.59 FEET TO A POINT; THENCE 121.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°00'44" EAST, 119.35 FEET TO A POINT; THENCE NORTH 46°03'02" WEST, A DISTANCE OF 50.00 FEET TO THE NORTHWESTERN RIGHT-OF-WAY OF SAID TWIN LAKES BOULEVARD; THENCE ALONG THE SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 101.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 20°40'33" EAST, 98.78 FEET TO A POINT: THENCE 4.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 06°10'13" WEST, 4.67 FEET TO A POINT; THENCE NORTH 09°47'12" WEST, A DISTANCE OF 27.63 FEET TO A POINT; THENCE 4.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 32.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°11'33" WEST, 4.01 FEET TO A POINT; THENCE NORTH 02°35'53" WEST, A DISTANCE OF 20.98 FEET TO A POINT; THENCE 30.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°39'06" WEST, 30.11 FEET TO A POINT; THENCE NORTH 30°42'18" WEST, A DISTANCE OF 26.02 FEET TO A POINT; THENCE 30.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°39'05" WEST, 30.60 FEET TO A POINT; THENCE NORTH 02°35'53" WEST, A DISTANCE OF 70.19 FEET TO A POINT; THENCE 4.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 01°19'42" EAST, 4.52 FEET POINT; THENCE NORTH 05°15'18" EAST, A DISTANCE OF 81.60 FEET TO A POINT; THENCE 13.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 01°09'26" WEST, 13.85 FEET TO A POINT; THENCE NORTH 07°34'09" WEST, A DISTANCE OF 20.38 FEET TO A POINT; THENCE 130.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 22°11'25" WEST, 128.74 FEET TO A POINT; THENCE NORTH 36°48'41" WEST. A DISTANCE OF 61.02 FEET TO A POINT; THENCE 201.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 455.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°30'42" WEST, 200.06 FEET TO A POINT; THENCE 70.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243.62 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53°54'53" WEST, 70.49 TO A POINT; THENCE 52.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 172.86 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°08'46" WEST, 51.80 FEET TO A POINT; THENCE NORTH 62°45'47" WEST, A DISTANCE OF 40.04 FEET TO A POINT; THENCE 139.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°57'48" WEST, 138.66 FEET TO A POINT; THENCE NORTH 41°09'50" WEST, A DISTANCE OF 272.96 FEET TO A POINT; THENCE 138.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 305.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°11'12" WEST AND A CHORD DISTANCE OF 137.46 FEET TO A POINT; THENCE NORTH 67°12'34" WEST, A DISTANCE OF 95.34 FEET TO A POINT; THENCE 333.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 228.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 25°16'54" WEST, 304.70 FEET TO A POINT; THENCE NORTH 16°38'46" EAST, A DISTANCE OF 158.64 FEET TO A POINT; THENCE 85.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°10'02" EAST, 85.13 FEET TO A POINT; THENCE NORTH 25°41'19" EAST, A DISTANCE OF 155.86 FEET TO A POINT; THENCE 50.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 02°34'38" EAST, 48.67 FEET TO A POINT; THENCE 137.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07°52'58" EAST, 132.30 FEET TO A POINT; THENCE 83.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 161.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°31'39" EAST, 82.10 FEET TO A POINT; THENCE NORTH 06°45'19" EAST, A DISTANCE OF 10.75 FEET TO A POINT; THENCE NORTH 38°08'38" WEST, A DISTANCE OF 21.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 5.707 ACRES.

EXHIBIT "C"

MAIN ENTRANCE DRIVE PARCEL

The Main Entrance Drive Parcel consists of those tracts indicated on the survey titled "Open Space Exhibit for Twin Lakes Boulevard" revised April 3, 2025, by Rochester and Associates, LLC as the 6.299 acre tract labeled Open Space "A" Twin Lakes Owner's Association, Inc., the 10.043 acre tract labeled Open Space "B" Cresswind at Twin Lakes Homeowner's Association, Inc., the 0.487 acre tract labeled Open Space "C" Twin Lakes Owner's Association, Inc. and the 5.707 acre tract labeled Twin Lakes Boulevard R/W Dedication.

EXHIBIT "D"

MAIN ENTRANCE DRIVE IMPROVEMENTS SURVEY

The Main Entrance Drive Improvements are those items indicated on the survey titled "Right-of-Way Dedication for Twin Lakes Boulevard" revised March 18, 2025, by Rochester and Associates, LLC as the two Twin Lakes Entrance Signs and the associated stone walls, stone columns and landscape area.

EXHIBIT "E"

OPEN SPACE "A" AND "C"

Legal Description Twin Lakes Owner's Association, Inc.

Open Space "A"

All that tract or parcel of land lying and being in G.M.D 1407, City of Hoschton, Jackson County Georgia and being more particularly described as follows:

Beginning at the intersection of the southern Right-of-Way of State Route 53 (100' R/W) and the northeastern Right-of-Way of Twin Lakes Boulevard (R/W Varies); thence along the Right-of-Way of said State Route 53 169.71 feet along an arc of a curve to the left having a radius of 3350.00 feet and a chord bearing and distance of South 86°29'57" East, 169.69 feet to a point; thence leaving said Right-of-Way and along the property now or formerly known as Hog Mountain Properties LLC South 34°09'50" West, a distance of 201.35 feet to a point; thence South 00°56'22" West, a distance of 637.38 feet to a point; thence North 89°46'54" East, a distance of 384.96 feet to a point; thence along the Subdivision now or formerly known as Twin Lakes, Phase 6B South 00°13'06" East, a distance of 183.38 feet to a point; thence South 24°26'15" West, a distance of 171.75 feet to a point; thence South 00°00'00" West, a distance of 99.13 feet to a point on the northeastern Right-of-Way of said Twin Lakes Boulevard; thence along said Twin Lakes Boulevard the following courses and distances: North 62°45'47" West, a distance of 13.77 feet to a point; thence 105.55 feet along an arc of a curve to the right having a radius of 280.00 feet and a chord bearing and distance of North 51°57'48" West, 104.93 feet to a point; thence North 41°09'50" West, a distance of 272.96 feet to a point; thence 179.56 feet along an arc of a curve to the left having a radius of 395.00 feet and a chord bearing and distance of North 54°11'12" West, 178.02 feet to a point; thence North 67°12'34" West, a distance of 74.97 feet to a point; thence 253.20 feet along an arc of a curve to the right having a radius of 173.00 feet and a chord bearing and distance of North 25°16'54" West, 231.20 feet to a point; thence North 16°38'46" East, a distance of 126.02 feet to a point; thence 72.76 feet along an arc of a curve to the right having a radius of 461.00 feet and a chord bearing and distance of North 21°10'02" East 72.68 feet to a point; thence North 25°41'19" East, a distance of 50.79 feet to a point; thence 23.66 feet along an arc of a curve to the right having a radius of 85.00 feet and a chord bearing and distance of North 33°39'41" East, 23.58 feet to a point; thence North 41°38'02" East, a distance of 15.67 feet to a point; thence 32.00 along an arc of a curve to the left having a radius of 115.00 feet and a chord bearing an distance of North 33°39'41" East, 31.90 feet to a point; thence North 25°41'19" East, a distance of 15.97 feet to a point; thence 73.22 feet along an arc of a curve to the right having a radius of 161.00 feet and a chord bearing and distance of North 38°42'59" East, 72.59 feet to a point; thence 180.82 feet along an arc of a curve to the left having a radius of 139.00 feet and a chord bearing and distance of North 14°28'39" East, 168.34 feet to a point; thence 83.02 feet along an arc of a curve to the right having a radius

of 161.00 feet and a chord bearing and distance of North 08°01'02" West, 82.10 feet to a point; thence North 06°45'19" East, a distance of 12.08 feet to a point; thence North 50°38'26" East, a distance of 21.22 feet to the Point of Beginning.

Said tract contains 6.299 AC.

AND

Legal Description Twin Lakes Owner's Association, Inc.

Open Space "C"

All that tract or parcel of land lying and being in G.M.D 1407, City of Hoschton, Jackson County Georgia and being more particularly described as follows:

Beginning at the intersection of the northeastern Right-of-Way of Twin Lakes Boulevard (R/W Varies) and the southwestern Right-of-Way of Burton Drive (50' R/W); thence along the Rightof-Way of said Burton Drive 28.84 feet along an arc of a curve to the right having a radius of 20.00 feet and a chord bearing and distance of North 38°42'25" East, 26.40 feet to a point; thence North 80°00'43" East, a distance of 6.30 feet to a point; thence leaving said Right-of-Way and along the subdivision now or formerly of Twin Lakes, Phase 1 (Amenity Area) South 11°15'16" East, a distance of 94.90 feet to a point; thence South 07°46'41" East, a distance of 128.19 feet to a point; thence South 08°03'21" West, a distance of 225.61 feet to a point; thence South 28°16'40" West, a distance of 76.23 feet to a point; thence along the Subdivision now or formerly Twin Lakes, Phase 1A North 42°50'45" West, a distance of 68.63 feet to a point on the southeastern Right-of-Way of said Twin Lakes Boulevard; thence along said Right-of-Way 121.79 feet along an arc of a curve to the left having a radius of 175.00 feet and a chord bearing and distance of North 24°00'44" East, 119.35 feet to a point; thence 14.60 feet along an arc of a curve to the right having a radius of 137.00 feet and a chord bearing and distance of North 07°07'42" East, 14.59 feet to a point; thence North 10°10'54" East, a distance of 139.59 feet to a point; thence 48.30 feet along an arc of a curve to the left having a radius of 99.00 feet and a chord bearing and distance of North 03°47'38" West, 47.82 feet to a point; thence North 17°46'10" West, a distance of 9.39 feet to a point; thence 58.52 feet along an arc of a curve to the right having a radius of 221.00 feet and a chord bearing and distance of North 10°11'02" West, 58.35 feet to a point; thence North 02°35'53" West, a distance of 63.67 feet to the Point of Beginning.

Said tract contains 0.487 AC or 21,200 SF.

EXHIBIT "F"

OPEN SPACE "B"

Legal Description Cresswind at Twin Lakes Homeowner's Association, Inc.

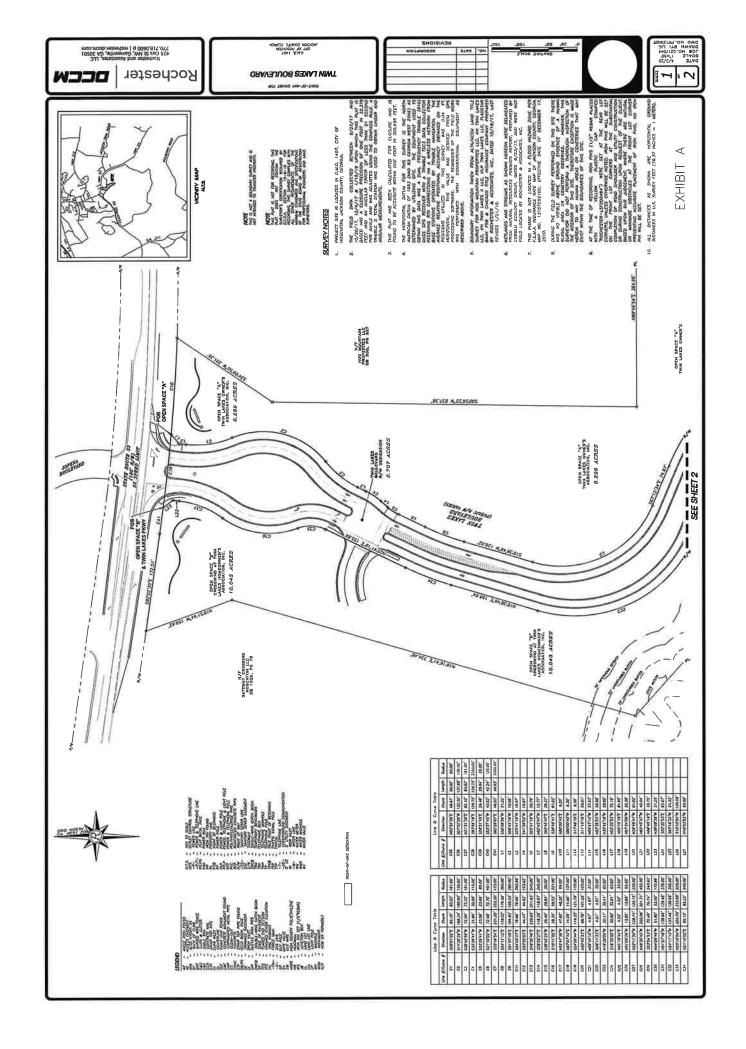
Open Space "B"

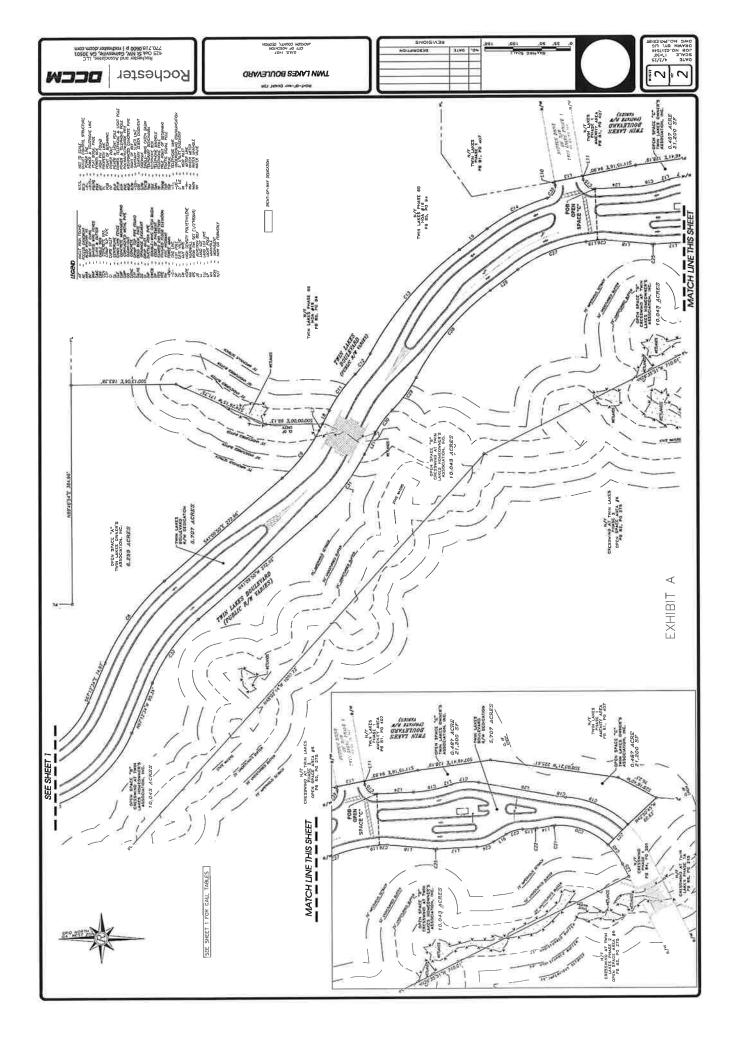
All that tract or parcel of land lying and being in G.M.D 1407, City of Hoschton, Jackson County Georgia and being more particularly described as follows:

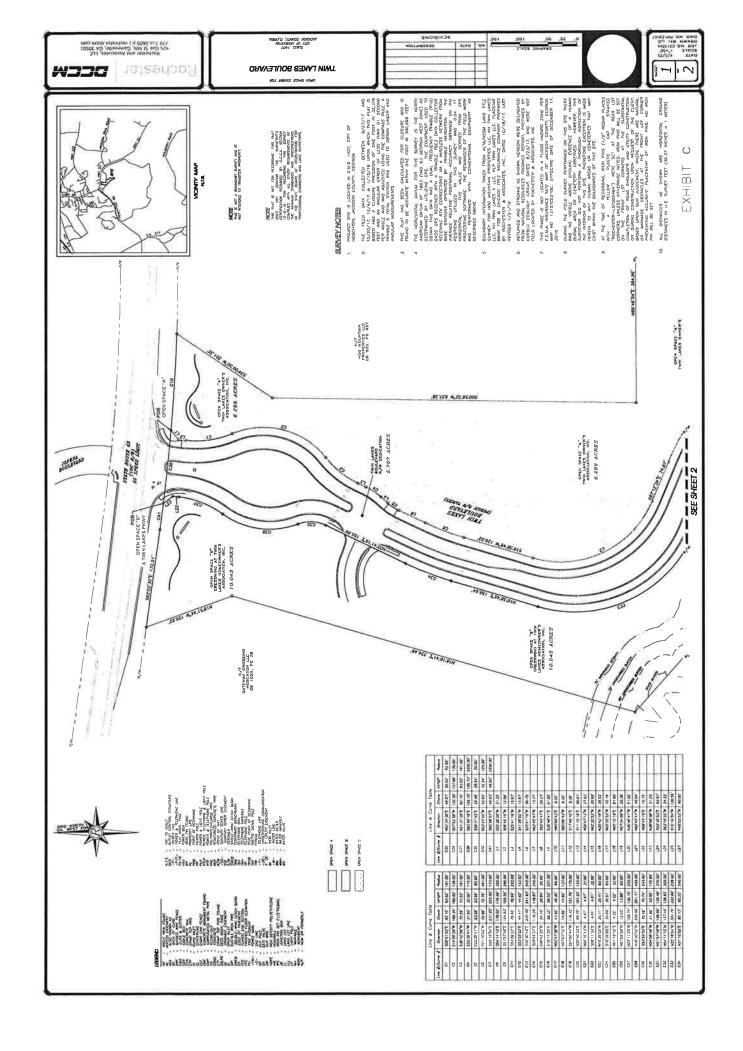
Beginning at the intersection of the southern Right-of-Way of State Route 53 (100' R/W) and the westerly Right-of-Way of Twin Lakes Boulevard (R/W Varies); thence along the Rightof-Way of said Twin Lakes Boulevard the following courses and distance: thence South 38°08'38" East, a distance of 21.25 feet to a point; thence South 06°45'20" West, a distance of 10.75 feet to a point; thence 83.02 feet along an arc of a curve to the right having a radius of 161.00 feet and a chord bearing and distance of South 21°31'39" West, 82.10 feet to a point; thence 137.88 feet along an arc of a curve to the left having a radius of 139.00 feet and a chord bearing and distance of South 07°52'58" West, 132.30 feet to a point; thence 50.02 feet along an arc of a curve to the right having a radius of 62.00 feet and a chord bearing and distance of South 02°34'38" West 48.67 feet to a point; thence South 25°41'19" West, a distance of 155.86 feet to a point; thence 85.22 feet along an arc of a curve to the left having a radius of 540.00 feet and a chord bearing and distance of South 21°10'02" West, 85.13 feet to a point; thence South 16°38'46" West, a distance of 158.64 feet to a point; thence 333.70 feet along an arc of a curve to the left having a radius of 228.00 feet and a chord bearing and distance of South 25°16'54" East, 304.70 feet to a point; thence South 67°12'34" East, a distance of 95.34 feet to a point; thence 138.65 feet along an arc of a curve to the right having a radius of 305.00 feet and a chord bearing and distance of South 54°11'12" East, 137.46 feet to a point; thence South 41°09'50" East, a distance of 272.96 feet to a point; thence 139.48 feet along an arc of a curve to the left having a radius of 370.00 feet and a chord bearing and distance of South 51°57'48" East, 138.66 feet to a point; thence South 62°45'47" East, a distance of 40.04 feet to a point; thence 52.00 feet along an arc of a curve to the right having a radius of 172.86 and a chord bearing and distance of South 54°08'46" East, 51.80 feet to a point; thence 70.74 feet along an arc of a curve to the left having a radius of 243.62 feet and a chord bearing and distance of South 53°54'53" East, 70.49 feet to a point; thence 207.71 feet along an arc of a curve to the right having a radius of 455.00 feet and a chord bearing and distance of South 49°30'42" East, 200.06 feet to a point; thence South 36°48'41" East, a distance of 61.02 feet to a point; thence 130.15 feet along an arc of a curve to the right having a radius of 255.00 feet and a chord bearing and distance of South 22°11'25" East, 128.74 feet to a point; thence South 07°34'09" East, a distance of 20.38 feet to a point; thence 13.88 feet along an arc of a curve to the right having a radius of 62.00 feet and a chord bearing and distance of South 01°09'26" East 13.85 feet to a point; thence South 05°15'18" West, a distance of 81.60 feet to a point; thence 4.52 along an arc of a curve to the left having a radius of 33.00 feet and a chord bearing and distance of South

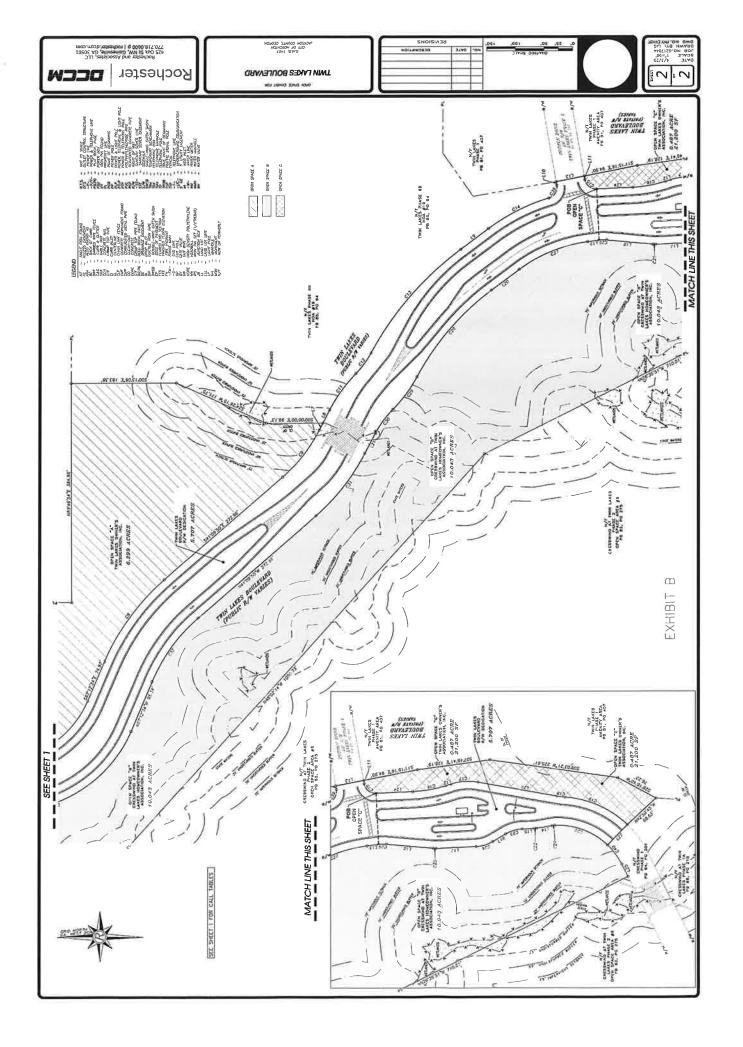
01°19'42" West, 4.52 feet to a point; thence South 02°35'53" East, a distance of 70.19 feet to a point; thence 30.91 feet along an arc of a curve to the left having radius of 63.00 feet and a chord bearing and distance of South 16°39'05" East, 30.60 feet to a point; thence South 30°42'17" East, a distance of 26.02 feet to a point; thence 30.41 feet along an arc of a curve to the right having a radius of 62.00 feet and a chord bearing and distance of South 16°39'06" East, 30.11 feet to a point; thence South 02°35'54" East, a distance of 20.98 feet to a point; thence 4.01 feet along an arc of a curve to the left having a radius of 32.00 feet and a chord bearing and distance of South 06°11'33" East, 4.01 feet to a point; thence South 09°47'12" East, a distance of 27.63 feet to a point; thence 4.67 feet along an arc of a curve to the right having a radius of 37.00 feet and a chord bearing and distance of South 06°10'13" East, 4.67 feet to a point; thence 101.55 feet along an arc of a curve to the right having a radius of 125.00 feet and a chord bearing and distance of South 20°40'33" West, 98.78 feet to a point; thence 42.24 feet along an arc of a curve to the right having a radius of 125.00 feet and a chord bearing and distance of South 53°37'45" West, 42.03 feet; thence South 63°18'32" West, a distance of 24.22 feet to a point; thence leaving said Right-of-Way and along the Subdivision now or formerly known as of Cresswind at Twin Lakes, Phase 2 North 26°35'51" West, a distance of 710.01 feet to a point; thence North 48°02'14" West, a distance of 1080.73 feet to a point; thence along the properties now or formerly known as Cresswind at Twin Lakes, Phase 2 & Gateway Crossing Hoschton, LLC North 16°16'41" East, a distance of 734.48 feet to a point; thence North 19°51'44" West, a distance of 159.62 feet to a point on the southern Right-of-Way of said State Route 53; thence along state Route 53 South 82°02'30" East, a distance of 172.51 feet to a point; thence 46.03 feet along an arc of a curve to the left having a radius of 3350.00 feet and a chord bearing and distance of South 82°26'07" East 46.03 feet to the Point of Beginning.

Said tract contains 10.043 AC.

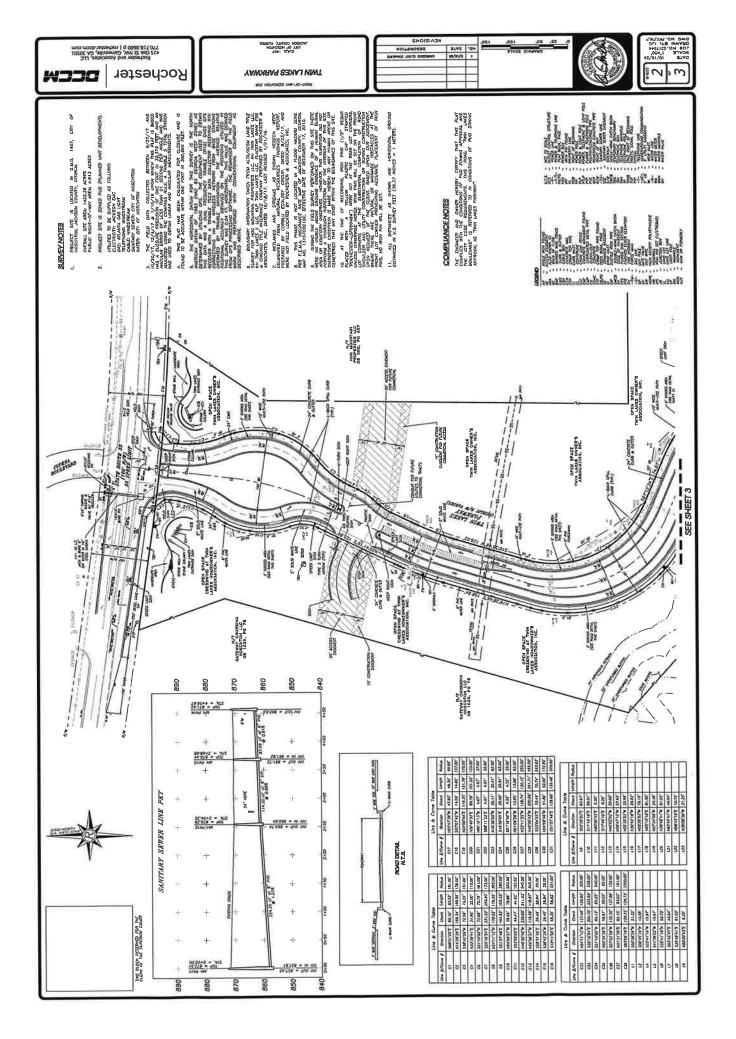








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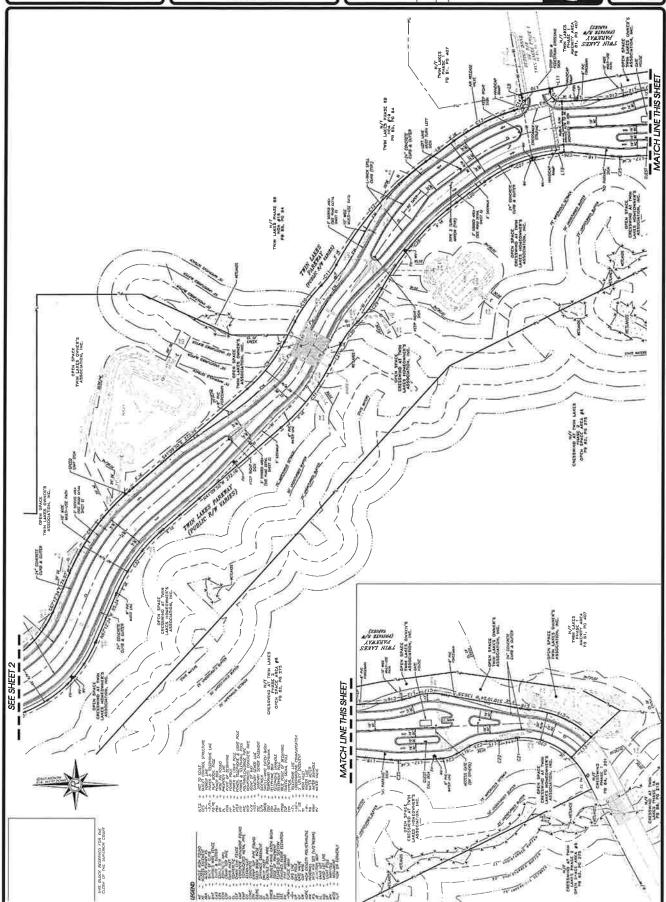


 YAWARAS PARKWAY

SEARCH ON STATE OF ST







LINE 3

Resolution 2025-24 - Recommendation of approval for Dedication of a Sewage Pump Station within Phase 6B of Twin Lakes

RESOLUTION 2025-24

A RESOLUTION ACCEPTING FROM CRESSWIND AT TWIN LAKES COMMUNITY ASSOCIATION, INC. THE DEDICATION OF 0.582 ACRE, DEVELOPED AS A PUMP STATION WITHIN CRESSWIND AT TWIN LAKES PLANNED UNIT DEVELOPMENT AND AUTHORIZING THE RECORDING OF A WARRANTY DEED

WHEREAS, Cresswind at Twin Lakes Community Association, Inc., is the owner of property improved as a pump station and desires to dedicate said pump station property to the City of Hoschton; and

WHEREAS; the pump station was constructed by the owner and dedicated to the City of Hoschton as a part of final plat approval for Cresswind at Twin Lakes, Phase 6B; and

WHEREAS, the owner has prepared and submitted a warranty deed for purposes of conveying the property to the city; and

Now, therefore, IT IS RESOLVED by the City Council of Hoschton as follows:

SO RESOLVED this XX day of October, 2025.

Abbott S. Hayes, Jr., City Attorney

Section 1.

The City Council hereby accepts 0.582 acres of land, as described in Exhibit A, and as shown as Exhibit B attached to this resolution.

Section 2.

The city attorney is authorized to record the warranty deed transferring ownership of the subject property to be dedicated to the city.

This is to certify that I am Assistant City
Clerk of the City of Hoschton. As such, I
keep its official records, including its minutes.
In that capacity, my signature below certifies
this resolution was adopted as stated and will
be recorded in the official minutes.

Approved as to form:

Jennifer Kidd-Harrison, City Clerk

Exhibit A

Legal Description

All that tract or parcel of land lying and being in G.M.D. 1407, City of Hoschton, Jackson County, Georgia and being more particularly described as follows:

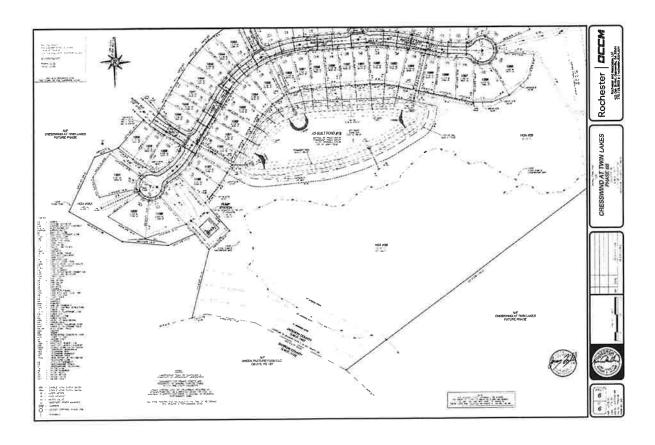
Beginning at the centerline intersection of Reed Way (50' Access Utility Easement) and Warren Way (50' Access Utility Easement); thence South 23°29'14" West, a distance of 112.71 feet to a point on the southeasterly Access Utility Easement of said Reed Way, being the True Point of Beginning; thence leaving said Access Utility Easement and into the Subdivision now or formerly of Cresswind at Twin Lakes, Phase 6B South 41°29'19" East, a distance of 260.85 feet to point; thence South 48°03'44" West, a distance of 95.78 feet to a point; thence North 41°56'16" West, a distance of 117.26 feet to a point; thence North 43°17'45" West, a distance of 130.00 feet to a point on the southeasterly Access Utility Easement of said Reed Way; thence along said Access Utility Easement 36.26 feet along an arc of a curve to the left having a radius of 50.00 feet and a chord bearing and distance of North 25°55'50" East, 35.47 feet to a point; thence 17.45 feet along an arc of a curve to the right having a radius of 20.00 feet and a chord bearing and distance of North 30°09'15" East, 16.90 feet to a point; thence North 55°09'05" East, a distance of 26.16 feet to a point; thence 26.08 feet along an arc of a curve to the left having a radius of 225.00 feet and a chord bearing and distance of North 51°49'53" East, 26.06 feet to the True Point of Beginning.

Said tract contains 0.582 AC or 25,346 SF

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Exhibit B

Final Plat



LINE 4

Millage Rate Rollback

CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2024

http://www.dor.ga.gov

copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Services Division with the millage rates for the Complete this form once the levy is determined, report this information in Column 1. E-mail a copy to local government services @dor.ga.gov and distribute a distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax. Form must be remitted even if levy is zero.



Georgia Department of Revenue Local Government Services Division

4125 Welcome All Road Atlanta, Georgia 30349 Phone: (404) 724-7003

City NAME City of Hoschton		ADDRESS	61 City Square		CITY, STATE, ZIP Hoschton, GA 30548	A 30548
FEI # 58-1302990	CITY CLERK Jennife	Jennifer Harrison	706-654-3034	FAX		chton.com
M - F 8:00 to 4:30	ARE TAXES BILLED AND CO	ILLECTED BY THE () CITY OR	X) COUNTY TAX COMMISSIONER?	ARE TAXES BILLED AND COLLECTED BY THE () CITY OR (X) COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO	PHONE NO.	
List below the amount & qualifications for each LOCAL homestead exemption granted by the City and Independent School System.	ons for each LOCAL	homestead exemption	granted by the City and Ir	ndependent School System.		
	CITY			INDEPENDENT SCHOOL	IT SCHOOL	
Exemption Amount	Quali	Qualifications	Exempti	Exemption Amount	Qualifications	ions
If City and School assessment is other than 40%, enter percentage millage is based on	ther than 40%, enter	percentage millage is I	based on		ate in terms of mills.	
EXAMPLE: / mills (or .00/) is snown as /.000. PLEASE SHOW MILLAGE FOR EACH JAXING JONISDIC HON EVEN IF THERE	n as 7.000. PLEASE	OTOW WILLAGE FOR	EACH LAXING JONISDIC	TON EAEN IL THEVE 19 NO FEAT	1	
CIT COMMON	Contract No.	Con Million for	as pollback for	Not Millage for Maintenance	Bond Millago	Total Millage
List Special Districts if different from City District below such as CID's, BID's, or DA's	List District Numbers	Gross Millage for Maintenance & Operations	"Less Rollback for Local Option Sales Tax	Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	Bond Milage (If Applicable)	Column 3 + Column 4
City Millage Rate		4.035	1.314			2.721
Independent School System						
Special Districts						
**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.	must be shown as	a mill rate rollback if ap	plicable to Independent S	chool.		

Name of County(s) in which your city is located:

JACKSON

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2025

Date

Mayor or City Clerk

LINE 5

Resolution 2025:19: Personnel Policy Amendment: Mayor and Council Benefits

RESOLUTION 2025-19

A RESOLUTION ADOPTING AN AMENDMENT TO THE PERSONNEL POLICY REGARDING MAYOR AND COUNCIL BENEFITS

WHEREAS, the governing body of the City of Hoschton ("City") desires to amend the personnel policy, such that employees of the City are aware of their rights and obligations relating to employment by the City and to ensure that the citizens of the City continue to receive excellent service from the persons who work for the City; and

WHEREAS, the City has reviewed the personnel policy and wished to amend Section 10.1, Group Benefit Plan, as attached hereto in "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Hoschton does hereby adopt the amended personnel policy and directs the Mayor and City Manager to sign such documents and take such action as are necessary to ensure that the personnel policy is made available to City staff.

Adopted this 16th day of October, 2	2025.
Debbie Martin, Mayor	
ATTEST:	
Jennifer Harrison, City Clerk	

Current

(b) Eligibility

Eligibility for health insurance and retirement benefits include regular full-time employees, Public Safety employees, and Mayor and Council. Eligibility will start for all new employees after their 90 day (3 Month) probation period is complete, with the exception of Public Safety employees and Mayor and Council who may choose to receive this benefit from the start of employment.

- 1. Employee contributions deducted via payroll will begin concurrent with employee eligibility.
- 2. Benefit eligibility will expire at the end of the last day of the month that the employee worked for the City.
- 3. All employees, elected officials and police and fire volunteers shall be covered by worker's compensation,
- (c) Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City of Hoschton's health plan for a certain period of time provided by law when a qualifying event would normally result in the loss of eligibility.

Under COBRA, the employee or qualified beneficiary pays the full cost of coverage at the City of Hoschton's group rates, plus an administrative fee established by the City.

Certain deadlines and application requirements will apply. Please consult the human resources department if you wish to apply for COBRA benefits.

10.2 BENEFITS OFFERED.

The City of Hoschton intends to provide a comprehensive benefit package to aid the recruitment and retention of staff. We will annually publish a document that details our benefit plans. The actual plan documents, rather than any summary statements in this Chapter, should be relied upon in determining an employee's rights and obligations.

* Updated *

(b) Eligibility

Eligibility for health insurance and retirement benefits include all regular full-time employees. Eligibility will start for all new employees after their 90 day (3 Month) probation period is complete, with the exception of Public Safety employees who may choose to receive this benefit from the start of employment.

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LINE 6

Resolution 2025-21 – Annual Update for the CIE

RESOLUTION 2025 - 21

WHEREAS, the 1989 Georgia General Assembly enacted House Bill 215, the Georgia Planning Act, requiring all local governments to prepare a comprehensive plan in accordance with the Minimum Planning Standards and Procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, Rules of the Georgia Department of Community Affairs, Chapter 110-12-2, Development Impact Fee Compliance Requirements require that local governments with an adopted Capital Improvement Element (CIE) in their comprehensive plan annually update their CIE; and

WHEREAS, the annual update to the Capital Improvements Element (CIE) for City of Hoschton, Georgia, was prepared in accordance with the Minimum Planning Standards and Procedures;

NOW THEREFORE, BE IT RESOLVED by the City of Hoschton that the annual update to the CIE for City of Hoschton, Georgia dated 2025, as approved by the Georgia Department Community Affairs is hereby adopted, and furthermore, that the Northeast Georgia Regional Commission shall be notified of said adoption within seven (7) days of the adoption of this resolution.

, 2025	day of	Adopted this
City of Hoschton		
Debbie Martin, Mayor	Γ	
		e
er Harrison, City Clerk	Iennife	_

LINE 7

Jackson County Sheriff's Office MOU and booking contract

JACKSON COUNTY SHERIFF'S OFFICE MEMORANDUM OF UNDERSTANDING HOUSING AND BOOKING CONTRACT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered this day of
2025, by and between Kevin McCook, Sheriff of Jackson County, Georgia in his official capacity,
hereinafter referred to as "The Sheriff" and the City of Hoschton, a Georgia Municipal Corporation,
hereafter referred to as the "The City".

This memorandum supersedes the previous contract dated <u>February 13, 2025</u>, wherein the Sheriff, on Septembers 2, 2025, provided written notice regarding the increase in housing costs, along with explanation, in lieu of terminating said contract per paragraph 2 (b).

WHEREAS, the Sheriff is the keeper of the Jackson County Jail by virtue of his office and the City operates a Municipal/City Police Department; and the parties mutually desire to define the terms and obligation they bear each other for the City's use of the Jackson County Jail for Booking, Processing and Housing person detained by said City's Police Officers for offenses prosecuted within said City's Municipal Court or person incarcerated pursuant to conviction and sentenced by said City's Municipal court.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereunder, the Sheriff and the City do make and enter this contract.

- 1. The Sheriff will accept, process, book and house in the Jackson County Jail, those person lawfully arrested and detained, except persons who have not received medical treatment for obvious physical injury or conditions of an emergency nature, by said City's Police, for offenses prosecuted in said City's Municipal Court, or persons convicted and sentenced to imprisonment by said City's Municipal Court, however, said City expressly binds itself and agrees to make payment in the amount of \$60.00 per person, per day to Jackson County Sheriff for the processing, booking, and housing of said persons. A day shall be defined as any portion of any calendar day a person is physically present at the jail. Said City further agrees to be responsible for and/or pay any and all costs related to any all health care expenses of all aforementioned person detained or incarcerated in the Jackson County Jail. Also, said City will hold said Sheriff and Board of Commissioners of Jackson County, Georgia harmless from and indemnify against them and all charges for the benefits for all aforementioned person detained or incarcerated in the Jackson County Jail.
- 2. (A) This contract is solely for the benefit of the Sheriff, the City, and the governing authority of Jackson County and creates no right, benefit or expectancy on the part of any person, detained or incarcerated, or other persons, while medical care is governed by the terms of State Law.

- (B) This contract shall remain in force and effective for a period of (1) year from its inception date, and may be renewed for additional terms by the parties or their successors in office. Either party may terminate this agreement earlier by giving the other not less than (30) days' notice of the termination of this agreement.
- (C) This writing constitutes the entire agreement of the parties and this contract may not be amended except in writing signed by the Sheriff and enacted by the governing authority of the City.

WHEREFORE, the parties have executed this agreement on the dates listed below.

Jackson County Sheriff's Office By and on behalf of Jackson Cou	unty Sheriff's Offi
Kevin McCook, Sheriff	Date
Printed Name and Title	
City of Hoschton, Georgia By and on behalf of City of Hosc	chton Police Dept
Authorized City Official	Date
Printed Name and Title	
Authorized City Official	Date
Printed Name and Title	