

**INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE
RECREATION AREA AT THE HARD LABOR CREEK RESERVOIR**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) BETWEEN THE BOARD OF COMMISSIONERS OF WALTON COUNTY (hereinafter the “County”) AND THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY (hereinafter the “AUTHORITY” and, along with the COUNTY, the “Parties,” and each a “Party”) IS ENTERED INTO THIS 13TH DAY OF DECEMBER, 2022.

WITNESSETH:

WHEREAS, the Parties are political subdivisions of the State of Georgia;

WHEREAS, the Authority owns and operates the Hard Labor Creek Reservoir (hereinafter “Reservoir”) and adjacent property in Walton County, Georgia;

WHEREAS, the property owned by the Authority adjacent to the Reservoir includes a boat ramp providing access into the Reservoir and other adjacent land as depicted on Exhibit 1 hereto (“Subject Property”);

WHEREAS, certain recreation activities for the use and enjoyment of the public are planned for the Subject Property;

WHEREAS the operation of any recreation activities has heretofore been within the formal responsibility of the Authority;

WHEREAS, the Parties desire to establish a park area on the Subject Property for the use and enjoyment of the public;

WHEREAS, the Parties desire for the County to operate said recreation activities on the Subject Property and to establish and operate said park area upon the Subject Property, including the installation of hiking trails;

WHEREAS, the Parties desire for the Authority to lease the Subject Property to the County;
and

WHEREAS, the Parties desire to enter into this IGA to implement said objectives;

NOW WHEREFORE, in exchange for valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Lease.** The Authority shall and does hereby lease to the County, and the County shall and does hereby lease from the Authority, the Subject Property on the terms provided herein.

2. **Term.** The term of this IGA shall commence on the date hereof and shall remain in effect until terminated upon sixty (60) days written notice given by either party to the other. In no event shall this IGA remain in effect for more than fifty (50) years.
3. **Park Area to be Established.** The County shall establish a park area, to include walking trails, on the Subject Property in the area depicted on Exhibit I hereto.
4. **Management of Recreational Activities Transferred.** The responsibility for the management of recreation activities upon the Subject Property, including the operation of the boat ramp, is hereby transferred from the Authority to the County.
5. **County to Manage Recreation Activities.** The County shall at its own expense, during the term of this IGA, manage the recreation activities upon the Subject Property, to include collection and retention of any applicable fees from the public. The County shall also be responsible for the upkeep and maintenance of the Subject Property including, but not limited to, mowing, trash removal, and the cleaning of the restroom facilities and pavilions, if any.
6. **Installation of Park Area and Operation of Recreational Activities to Comply with Law, Rules and Regulations.** The County's installation of a park area and walking trails upon the Subject Property, and the recreation activities upon the Subject Property to be managed by the County, shall comply with all applicable laws, rules, and regulations including, without limitation, the rules and regulations of the Georgia Environmental Protection Division and the United States Army Corps of Engineers.
7. **County May Clear and Otherwise Improve Subject Property.** The County at its own expense may clear underbrush from, and engage in other clearing activities upon, the Subject Property and construct whatever structures it deems appropriate for recreation purposes, provided that the same comply with all applicable laws, rules, and regulations including, without limitation, the rules and regulations of the Georgia Environmental Protection Division and the United States Army Corps of Engineers.
8. **County's Enforcement Duties Unaffected.** Walton County's duty and authority to enforce applicable laws, rules and regulations upon the Subject Property, the Reservoir and other adjacent land shall not be affected by this IGA.
9. **Choice of Law.** This IGA shall be governed by Georgia law.
10. **Notices.** Notices given by one Party to another shall be sent by certified mail, return receipt requested, and shall be effective upon receipt or refusal by the addressee. The addresses of the Parties for notices shall be as follows:

For notices to be given to the County:

Board of Commissioners of Walton County, Georgia
111 S. Broad Street
Monroe, Georgia 30655

Attention: Chairman


For notices to be given to the Authority:

Walton County Water and Sewerage Authority
2171 Highway 81
Loganville, Georgia 30052
Attention: Chairman

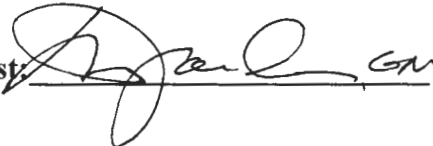
11. **Headings.** The Section headings herein are provided for convenience only and are not intended to convey substantive meaning with respect to the terms hereof.
12. **Counterparts.** This IGA may be signed in multiple counterparts, each of which shall be deemed an original, but both of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized officials, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

**WALTON COUNTY WATER AND SEWERAGE
AUTHORITY**



By: BRAD JOHNSON
Title: CHAIRMAN
Date: 12-13-22

Attest: 
_____ GA

**BOARD OF COMMISSIONERS OF WALTON
COUNTY, GEORGIA**

By: _____
Title: _____
Date: _____

Attest: _____