

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into this _____ day of _____, _____ (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the state of Georgia ("Walton") and **CITY OF MONROE, GEORGIA**, a political subdivision of the state of Georgia ("Monroe").

BACKGROUND

WHEREAS, Walton and Monroe desire to outline the terms and conditions upon which Monroe will provide water service to certain properties, being Walton County Tax Parcels C1210001A00, C1210001B00, and C1210001C00 (the "Properties"), in Walton's service area pursuant to the Service Delivery Strategy Agreement adopted by the Walton County Board of Commissioners on February 4, 2020 and the City of Monroe City Council on February 11, 2020, until such time as Walton elects to extend its water lines to service the Properties;

NOW THEREFORE, in consideration of the benefits to be realized from the obligations hereinafter set forth, Walton and Monroe have entered into this Memorandum of Understanding and agree as follows:

Section 1. The Project. Monroe agrees, at its own expense, to extend its water lines to service the Properties. Monroe agrees to continue to provide water service to the Properties until such time as Walton chooses to extend its water lines to service the Properties.

Section 2. No Change to Service Area. This Memorandum or any subsequent agreement pursuant to this Memorandum shall not be construed as an amendment to Walton's water service delivery area pursuant to the Service Delivery Strategy Agreement adopted by the Walton County Board of Commissioners on February 4, 2020 and the City of Monroe City Council on February 11, 2020.

Section 3. Right to Assume Service. Walton shall have the right to assume provision of water service to the Properties at any time.

Section 4. Entire Agreement. This Memorandum embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. This Memorandum may be amended only by a written instrument executed by both Walton and Monroe.

Section 5. Headings. The captions and headings used in this Memorandum are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Memorandum.

Section 6. Governing Law. This Memorandum has been entered into and shall be governed, construed and interpreted pursuant to an in accordance with the laws of the State of Georgia.

Section 7. Severability. Any term or provision of this Memorandum which is proven to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other term or provision hereof.

Section 8. Counterparts. This Memorandum may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

The signature pages follow this page.

IN WITNESS WHEREOF, Walton and Monroe have caused this Memorandum of Understanding to be duly executed as of the Effective Date.

WALTON:

WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

MONROE:

CITY OF MONROE, GEORGIA, a political subdivision of the State of Georgia

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____