



MORGAN COUNTY COMMISSION
A G E N D A
August 20, 2024
5:00 PM
150 East Washington Street, Madison, GA
2nd Floor Board Room

Pledge and Invocation

Agenda Approval

Minutes

1. August 06, 2024 BOC Meeting

New Business

2. Farmland Protection Advisory Board Bylaws
3. Agriculture Conservation Easement Program Funding Request for Malcom Farms
4. National EMS Ambulance Agreement
5. Software package for Planning and Development, Code Enforcement.
After months of evaluation and vetting solutions for a comprehensive software solution for the Planning and Development - Code Enforcement departments, we have selected OpenGOV as the most suitable provider.
Board Requirements:
Approval of the three-year contract to OpenGOV
Total year 1 cost (subscription and implementation) \$94,188.80
FY 25 Budget Amendment Required \$54,188.80
6. Public Comments on Agenda Items
7. Commissioner Comments



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

On July 16, 2024, the BOC Approved 2024-RES-006 Creation of Farmland Protection Program. The follow-up action item is to approve the advisory board bylaws. A draft copy was presented on July 16, 2024. On August 6, 2024 several modifications were requested. The enclosed version has been revised to incorporate all modifications requested by the Board.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

Morgan County Farmland Protection Advisory Board Bylaws

Article I - Purpose

The Morgan County Farmland Protection Advisory Board (the “**Board**”) has been established by the Morgan County Board of Commissioners to promote the objectives set forth in the County’s Comprehensive Plan, as amended from time to time, including retaining agriculture as a viable economic endeavor in Morgan County.

The duties of the Board may include the following:

- a) establish an application process, a timeline for farm visits, and ranking and selection criteria;
- b) review applications for farmland protection funding;
- c) recommend farmland protection funding priorities to the Morgan County Board of Commissioners annually;
- d) coordinate with the Natural Resources Conservation Service, the land trust(s), and the applicant(s);
- e) develop local ranking criteria and understand any changes in the Natural Resources Conservation Service’s Agricultural Conservation Easement Program ranking criteria year to year; and
- f) conduct community outreach about the Morgan County Farmland Protection Program.

Article II – Membership and Terms

(a) Voting Members - The voting members (“**Voting Members**”) of the Board shall consist of five (5) members. Each District Commissioner and the Chairman of the Board of Commissioners shall nominate one Voting Member of the Board. The Voting Members of the Board shall be landowners in Morgan County; the Voting Members are not required to reside in the same district as the District Commissioner who nominates them. A majority of the Voting Members must be actively engaged in agriculture and represent a cross-section of agriculture sectors in Morgan County.

(b) Non-voting Members – Non-voting Members of the Board shall include:
(i) Director of Planning or his/her designee, and
(ii) Executive Director of the Madison-Morgan Conservancy or his/her designee

(c) Term. Each Voting Member shall serve for a term of four years. Despite the expiration of a Voting Member's term, the Voting Member shall continue to serve until the successor is appointed.

(d) Term Limits. Voting Members shall be eligible to serve two terms of four years each in succession (in addition to a partial term such as for the original appointments or when a Voting Member is appointed to fill a vacancy mid-term due the resignation of a Voting Member); provided however, any Voting Member who has served two consecutive terms of four years each shall be eligible for re-appointment following a one-year period when he or she is not a member of the Board.

- (e) Appointment. The majority of a quorum of the Board of Commissioners at a meeting duly assembled shall be required to appoint Board Members.
- a. The Board of Commissioners shall appoint Voting Members for the inaugural Board to serve staggered terms of office. Those inaugural Voting Members shall be chosen as follows: District 1 and 2 Commissioners shall each nominate a Voting Member for a term ending June 30, 2027; District 3 and 4 Commissioners shall each nominate a Voting Member for a term ending June 30, 2028; and District 5 Commissioner shall nominate a Voting Member for a term ending June 30, 2029. Thereafter, all Voting Members shall serve terms of four (4) years.
 - b. When resignation, term limits, or the like require the appointment of a new Voting Member, the District Commissioner that nominated the outgoing Voting Member shall nominate a successor. Successor Voting Members shall be appointed by the majority of a quorum of the Board of Commissioners at a duly assembled meeting.
- (f) No Compensation. The members shall serve without compensation.
- (g) Prohibited Transactions. Active Board Members are prohibited from applying to the County's Farmland Protection Program or successor program. If a member of an active Board Member's immediate family applies to the County's Farmland Protection Program, the related Board Member shall recuse themselves from any and all discussions during which the family member's application is discussed. "Members of immediate family" means a Member's spouse, child, parent, or sibling.

Article III- Meetings

- (a) Meetings - Regular meetings shall be held quarterly and more often as needed. Special meetings of the Board may be called at any time by the Chair or at the requests of any two Voting Members of the Board, or at the request of the Chairman of the Morgan County Board of Commissioners.
- (b) Quorum - A majority of the Voting Members of the Board at a meeting duly assembled, shall constitute a quorum for the transaction of business, and the act of a majority of such Voting Members present at a meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by law.
- (c) Attendance - Members missing more than three consecutive meetings shall be deemed to have excessive absences. In the event that a Member has excessive absences, the Chair of the Board shall notify the Chairman of the Board of Commissioners of the absences, and the Board of Commissioners shall have the right to appoint a replacement.
- (d) Open Meetings Act. All meetings of the Board must comply with the requirements of the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.).

(e) Parliamentary Procedure. Meetings shall be conducted in accordance with the simplified Robert's Rules of Order in all cases to which they are applicable.

Article IV – Officers and Duties

(a) Officers. The Board shall elect from its Voting Members at the first meeting each calendar year a Chair and Vice-Chair. At the same meeting the Board shall elect a Secretary who need not be a Voting Member of the Board. Officers shall serve one-year terms. The officers shall continue to serve until replaced.

(b) Officer Duties. The powers and duties of the officers shall be as follows:

(i) Chair - It shall be the duty of the Chair to set the meeting schedule for each calendar year. The Chair shall preside at all meetings of the Board. The Chair shall be the primary liaison between the Board and the Chairman of the Morgan County Board of Commissioners and serve as the spokesperson for the Board to County officials.

(ii) Vice-Chair - The Vice-Chair shall assume the duties of the Chair should the Chair be not present at any meeting.

(iii) Secretary - The Secretary shall keep the minutes of the Board and shall distribute minutes in a timely manner to the Board. The Secretary shall be responsible for ensuring proper advertising of the meetings as required by the Georgia Open Meetings Act and shall additionally perform other administrative tasks requested by the Chair in the furtherance of the work of the Board.

Article V - Amendments

Proposed amendments to these Bylaws shall be presented in writing by any person to the Chair with a copy to the Secretary, who shall then notify all Members of the proposed amendments in writing. Proposed amendments shall be brought before the Board not sooner than thirty (30) days thereafter. Approval of any amendment to these Bylaws shall require the affirmative vote of no fewer than four (4) Voting Members of the Board and approval by the Morgan County Board of Commissioners. Amendments so adopted shall become effective immediately upon approval.

Approved for initial adoption by the Morgan County Board of Commissioners this 20th day of August, 2024.

MORGAN COUNTY
BOARD OF COMMISSIONERS

By: _____
Bill Kurtz, Chairman

Attest: _____
Kim Cox, County Clerk

(County Seal)



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Agriculture Conservation Easement Program Funding Request for Malcom Farms

Background/History/Details:

On July 16, 2024, the BOC Approved 2024-RES-006 Creation of Farmland Protection Program. This resolution provides a path for the BOC to award funding for ACEP applicants. The request being presented for consideration if for Malcom Farms in the amount of \$110,000.

Christine McCauley Watts with the Madison-Morgan County Conservancy is in attendance to present the proposed request.

What action are you seeking from the Board of Commissioners?

Motion approve the ACEP funding request for Malcom Farms for an amount not to exceed \$110,000 to be payable in the FY26 fiscal year.

If this item requires funding, please describe:

Yes; Up to \$110,000 to be paid from the general fund non-taxable revenues

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

ACEP Presentation to Morgan County, GA, Board of Commissioners
Malcom Farm FY25
August 6, 2024
Request for Morgan County Matching Funds

Intro to ACEP Process

- Land trust applies on behalf of landowner
- Timing of whole process

Project Details

- Landowner: Damon Malcom
- Land: Malcom Family Farm, 100 acres
 - Tax Assessor Map
 - Easement Overlay Map
 - Web Soil Survey Map
 - Soil Percentage Map
 - Public Access Map
 - FSA Highly Erodible Lands (HEL) Map
 - Minimum Deed Terms / Restrictions from NRCS
 - Conservation Values: prime and statewide significant soils, wildlife habitat, open agricultural land, watershed protection

Funding Request for 3rd-party matching funds (BOC portion \$110,000)

- Overview of ACEP funding mechanism
- Appraisal
 - FMV: \$1,300,000 (unencumbered)
 - Easement Value: \$880,000
 - NRCS 50%: \$440,000
 - BOC: \$110,000
 - MMC: \$110,000
 - Easement Purchase Price: \$660,000
- Timing
 - Funding Commitment needed in September 2024
 - Application to NRCS in October 2024
 - Funding needed by end of 2025

ENTITY APPLICATION for an AGRICULTURAL LAND EASEMENT (ALE) AGREEMENT

Section A: Agreement Information		
1. This is an Entity Application for an ALE-Agreement through the: (Select Only One) <input checked="" type="radio"/> Agricultural Conservation Easement Program – Agricultural Land Easement ⁱ (ACEP-ALE) <input type="radio"/> 2014 Farm Bill Regional Conservation Partnership Program (RCPP) Agreement – ACEP-ALE		
2. Agreement Type: (Select Only One) <input type="radio"/> Cooperative Agreement (all eligible entity types) <input type="radio"/> Grant Agreement (certified entities only) <input checked="" type="radio"/> Program Agreement (all eligible entity types)	COMPLETE 2a and 2b FOR COOPERATIVE OR GRANT AGREEMENTS ONLY	
	2a. Enrollment Type: (Select Only One) <input checked="" type="radio"/> General ALE <input type="radio"/> Grassland of Special Environmental Significance (GSS)	
	2b. Transaction Type: (Select Only One) <input checked="" type="radio"/> Standard ALE Transaction <input type="radio"/> Buy-Protect-Sell Transaction ^{ii*} <i>*Entity application for buy-protect-sell transactions may only have 1 associated parcel sheet and must include all information required by the buy-protect-sell supplement to the application.</i>	
3. Application Date: 7/9/2024	4. State: Georgia	5. ACEP-ALE Application Number: AGENCY USE

Section B: Primary Applicant Information – Applying as an Eligible Entity ⁱⁱⁱ to Participate in ACEP-ALE		
1. Name - Applicant Eligible Entity: Madison-Morgan Conservancy	2. Telephone - Applicant Eligible Entity 706-818-8046	
3. Address - Applicant Eligible Entity: P.O. Box 752	4. Email - Applicant Eligible Entity whoward@mccgeorgia.org	
5. Tax Identification Number (TIN) - Applicant Eligible Entity: 50-2532941	6. Applicant Eligible Entity Type: <input type="radio"/> State Government <input type="radio"/> Local Government <input type="radio"/> Indian Tribe <input checked="" type="radio"/> Nongovernmental Organization ⁱ	
7. Dun and Bradstreet Data Universal Numbering System (DUNS) Number - Applicant Eligible Entity KVSIXAPSYF8 <i>If you do not have a DUNS number information is available at http://fedgov.dnb.com/webform. To register with SAM, go to https://www.sam.gov/</i>		
8. Do you have entity records established with the appropriate USDA service center agency? <i>If no, you must establish them with the appropriate USDA service center agency prior to submitting this application</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
9. Do you have the authority and capability to acquire, manage, and enforce agricultural land easements?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
10. Are you an NRCS-Certified Eligible Entity^{iv}?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
11. How many eligible entity staff are dedicated to monitoring and easement stewardship?	Two	

Section C: ADDITIONAL ELIGIBLE ENTITIES: Complete for each additional Eligible Entity that will be party to the ALE Agreement (attach additional pages as needed)			
1. Name - Additional Eligible Entity:			
2. TIN - Additional Eligible Entity:		3. Additional Eligible Entity Type:	
4. DUNS Number - Additional Eligible Entity:		<input type="radio"/> State Government <input type="radio"/> Local Government <input type="radio"/> Indian Tribe <input type="radio"/> Nongovernmental Organization	
If you do not have a DUNS number information is available at http://fedgov.dnb.com/webform . To register with SAM, go to https://www.sam.gov/			
5. Do you have entity records established with the appropriate USDA service center agency? <i>If no, you must establish them with the appropriate USDA service center agency prior to submitting this application</i>			<input type="radio"/> Yes <input type="radio"/> No
6. Do you have the authority and capability to acquire, manage, and enforce agricultural land easements?			<input type="radio"/> Yes <input type="radio"/> No
7. Are you an NRCS-Certified Eligible Entity ^{iv} ?			<input type="radio"/> Yes <input type="radio"/> No
8. How many eligible entity staff are dedicated to monitoring and easement stewardship?			_____
Signature of Authorized Eligible Entity Representative			

Section D: CO-HOLDERS^v Complete for each legal entity that may be identified as a co-holder (grantee) on the agricultural land easement deed for any parcels ^{vi} associated with this application and is not listed in Section B or C as an eligible entity (attach additional pages as needed)	
1. Name - Co-holder Legal Entity:	
2. TIN - Co-holder Legal Entity:	3. DUNS Number - Co-holder Legal Entity:
(Optional) Signature of Co-holder Legal Entity Authorized Representative	
4. Name - Co-holder Legal Entity:	
5. TIN - Co-holder Legal Entity:	6. DUNS Number - Co-holder Legal Entity:
(Optional) Signature of Co-holder Legal Entity Authorized Representative	
7. Name - Co-holder Legal Entity:	
8. TIN - Co-holder Legal Entity:	9. DUNS Number - Co-holder Legal Entity:
(Optional) Signature of Co-holder Legal Entity Authorized Representative	

Section E: THIRD-PARTY RIGHT HOLDERS ^{vii}	
<p>Complete for each legal entity that will hold a third-party right, contingent right, or any other real property interest in an agricultural land easement on any parcels that may be associated with this application and is not listed in section B, C, or D.</p> <p><i>(attach additional pages as needed)</i></p>	
1. Name – Third-Party Holder Legal Entity:	
Morgan County Board of Commissioners	
2. TIN - Third-Party Holder Legal Entity:	3. (Optional) DUNS Number - Third-Party Holder Legal Entity:
(Optional) Signature of Third-Party Holder Legal Entity Authorized Representative	
4. Name - Third-Party Holder Legal Entity:	
5. TIN - Third-Party Holder Legal Entity:	6. (Optional) DUNS Number - Third-Party Holder Legal Entity:
(Optional) Signature of Third-Party Holder Legal Entity Authorized Representative	

COMPLETE SECTIONS F and G ONLY FOR an ACEP-ALE Cooperative or Grant Agreement as identified Section A, Box 2.		
<p>Section F: Easement Value and Compensation Costs</p> <p><i>Complete the table below with the sum totals for all parcels associated with this application. These values may be estimates, subject to the final values being determined by an NRCS-approved appraisal report or easement valuation methodology.</i></p>		
1. Total Estimated Fair Market Value of all ALEs <i>(Sum of Item (A) in Section D on all Parcel Sheets associated with this Entity Application)</i>	\$	
2. Total Estimated Entity Cash Contribution for all Parcels <i>(Sum of Item (B) in Section D on all Parcel Sheets associated with this Entity Application)</i>	\$	
3. Total Estimated Total Non-Federal Share for all Parcels <i>(Sum of Item (I) in Section D on all Parcel Sheets associated with this Entity Application)</i>	\$	
4. Total Requested Federal Share for ALEs <i>(Sum of Item (C) in Section D on all Parcel Sheets associated with this Entity Application)</i>	\$	
<p>Section G: Roles, Contributions, and Distributions*</p> <p><i>(As applicable to any legal entities identified in Sections B, C, D, and E)</i></p>		
5. Name of Entity	<p>6. Contribution: Estimated Entity Cash Contribution to all ALEs</p> <ul style="list-style-type: none"> • May be provided by any legal entity identified in Section B, C, D, or E above • Total must equal item 2 above 	<p>7. Distribution: Estimated Federal Share for all ALEs</p> <ul style="list-style-type: none"> • Federal share may only be paid to an Eligible Entity identified in Section B or C above • Total must equal item 4 above
	\$	\$
	\$	\$
	\$	\$
	\$	\$

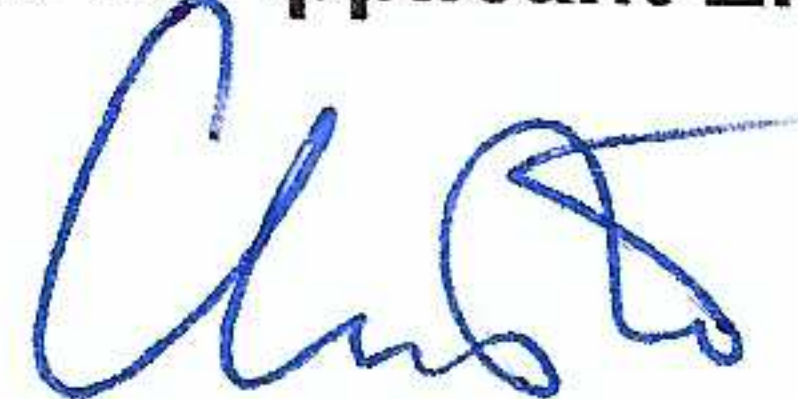
The Terms and Certifications below are applicable to applications for all ACEP-ALE Agreement Types:

Each identified Eligible Entity has reviewed the template Agricultural Land Easement (ALE) Agreement that stipulates the terms and conditions under which the Eligible Entity would be permitted to use the cost-share assistance applied for herein. Each Eligible Entity agrees to participate in the ACEP-ALE if NRCS and the Eligible Entity enter into an ALE-Agreement. However, nothing in this application obligates the United States or an Eligible Entity to purchase all or any of the agricultural land easements listed on the Parcel Sheets attached to or associated with this application. To identify future roles should this application be funded, an Eligible Entity may hereafter be also be referred to as "Participant." Participants understand that acquiring an agricultural land easement without satisfying the requirements set forth in the terms of the applicable ALE-agreement causes the agricultural land easement to be ineligible for ACEP cost-share assistance.

It is the responsibility of the Participants to provide accurate data to support all items addressed in this application at the request of NRCS. Participants acknowledge that NRCS is relying upon the veracity of the information submitted for purposes of awarding Federal funds and that the submittal of false information may be subject to criminal or civil fraud statutes.

Participants are required to be registered in the System for Award Management (SAM) before submitting this application and must provide a valid Dun and Bradstreet Data Universal Numbering System (DUNS) number on this application. Each Participant must continue to maintain an active SAM registration with current information at all times during which it has an active application for funding under consideration and at all times for the duration of any ALE-Agreement entered into under the program. NRCS may not enter into an ALE-Agreement with an Eligible Entity until all applicable DUNS and SAM requirements have been met. If an Eligible Entity has not fully complied with these requirements by the time NRCS is ready to award the ALE-Agreement, NRCS may determine that the Eligible Entity is not qualified to receive an ALE-Agreement and use that determination as a basis for making an award to another applicant.

The Participant certifies that all highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for each Landowner of record for each parcel associated with this entity application are on file with the appropriate USDA service center agency and are up to date.

PRIMARY APPLICANT ELIGIBLE ENTITY CERTIFICATION AND SIGNATURES:		Check Each Box
<i>Primary Applicant Eligible Entity identified in Section B must complete the following section</i>		
I certify that the Applicant Eligible Entity has the resources necessary to acquire, monitor, manage, and enforce the easements being applied for and acknowledge that additional documentation to substantiate this may be required to receive Federal cost-share assistance.		<input checked="" type="checkbox"/>
I have received and reviewed a copy of the required ALE-Agreement and associated attachments and understand that the terms of the agricultural land easement deed must address the provisions required as a condition of participation in ACEP-ALE as identified in the ALE-agreement.		<input checked="" type="checkbox"/>
Signature of Applicant Eligible Entity Authorized Representative 	Date 7/9/24	

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

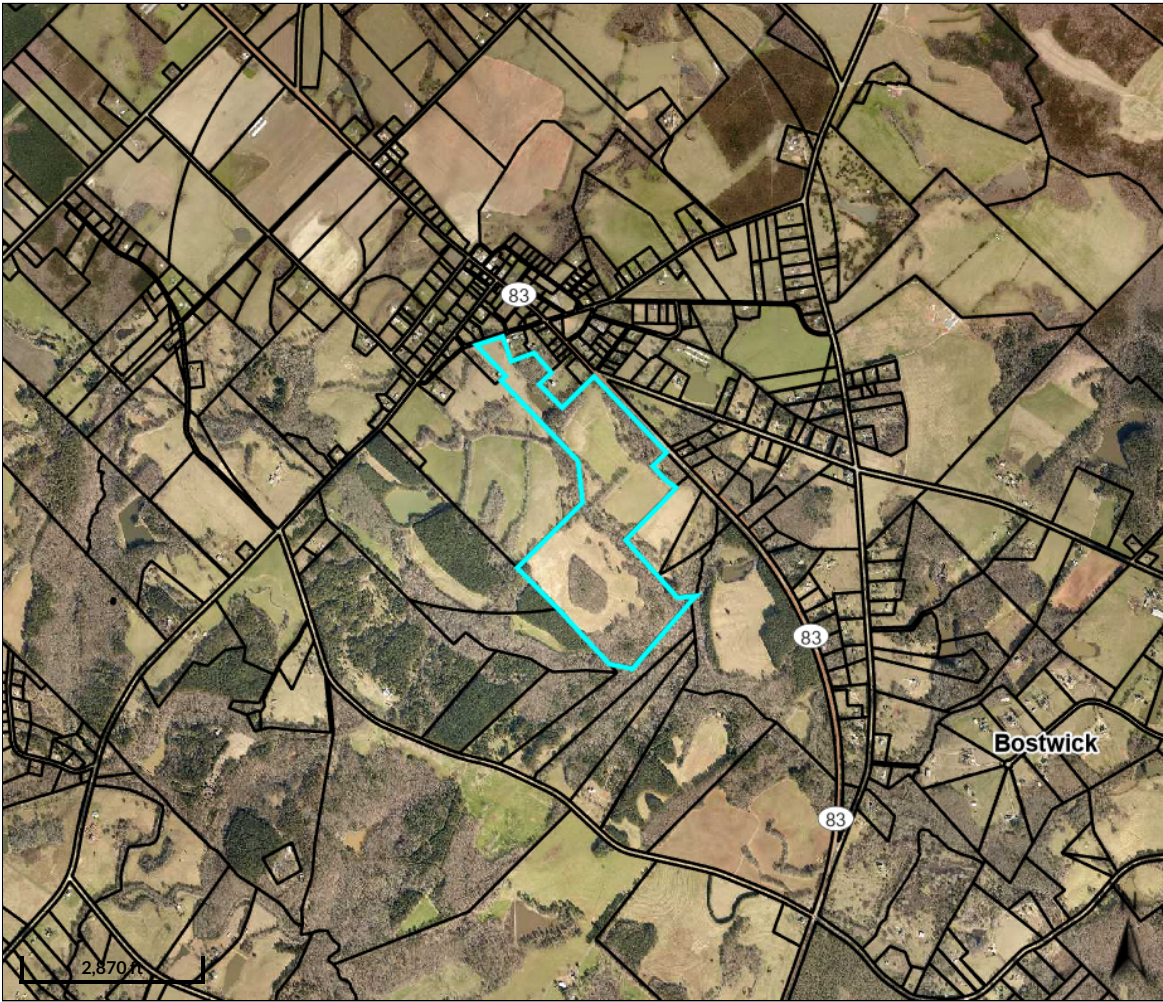
USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

- i **Agricultural land easement** means an easement or other interest in eligible land that is conveyed for the purposes of protecting natural resources and the agricultural nature of the land and of promoting agricultural viability for future generations and permits the Landowner the right to continue agricultural production and related uses subject to the terms of the easement.
- ii **Buy-Protect-Sell transaction** means a legal arrangement between an eligible entity and NRCS relating to land owned or being purchased by an eligible entity on a transitional basis during which an agricultural land easement will be secured on eligible private or Tribal land, and ownership of the land transferred to a qualified farmer or rancher following conditions specified by NRCS.
- iii **Eligible Entity** means a State or local government, Indian Tribe, or nongovernmental organization that NRCS has determined to meet the requirements of 7 CFR Section 1468.20(b). An **Eligible Entity** must be identified as a holder (grantee) on an agricultural land easement deed acquired on any parcels that may be associated with this application. An **Eligible Entity** is considered a participant in ACEP-ALE, must be party to the ALE-agreement, may receive direct payment of ACEP-ALE cost-share funds, and must have current registration in DUNS and SAM.
- iv **Certified Entity** means an eligible entity that NRCS has determined to meet the requirements of 7 CFR Section 1468.26. An Entity may only be certified by the Chief of NRCS.
- v **Co-Holder** is any legal entity identified as a co-holder (grantee) in an agricultural land easement deed held by an Eligible Entity on a parcel associated with this application. A **Co-holder** is not considered a participant in ACEP-ALE and may not receive a direct payment of ACEP-ALE cost-share funds; however, a **Co-holder** is a beneficiary of such Federal funds and therefore must acknowledge their agreement to comply with the terms of an ALE-agreement and must have current registration in DUNS and SAM.
- vi **Parcel** means a farm or ranch submitted for consideration for funding under ACEP-ALE.
- vii **Third-Party Right Holder** is any legal entity that is not identified as a grantee but is instead identified as a holder of a third-party right, contingent right, or any other real property interest in an agricultural land easement deed held by an Eligible Entity on a parcel associated with this application. A **Third-Party Right Holder** is not considered a participant in ACEP-ALE, may not receive a direct payment of ACEP-ALE cost-share funds, is not a beneficiary of the Federal funds, and is not required to be registered in DUNS and SAM.



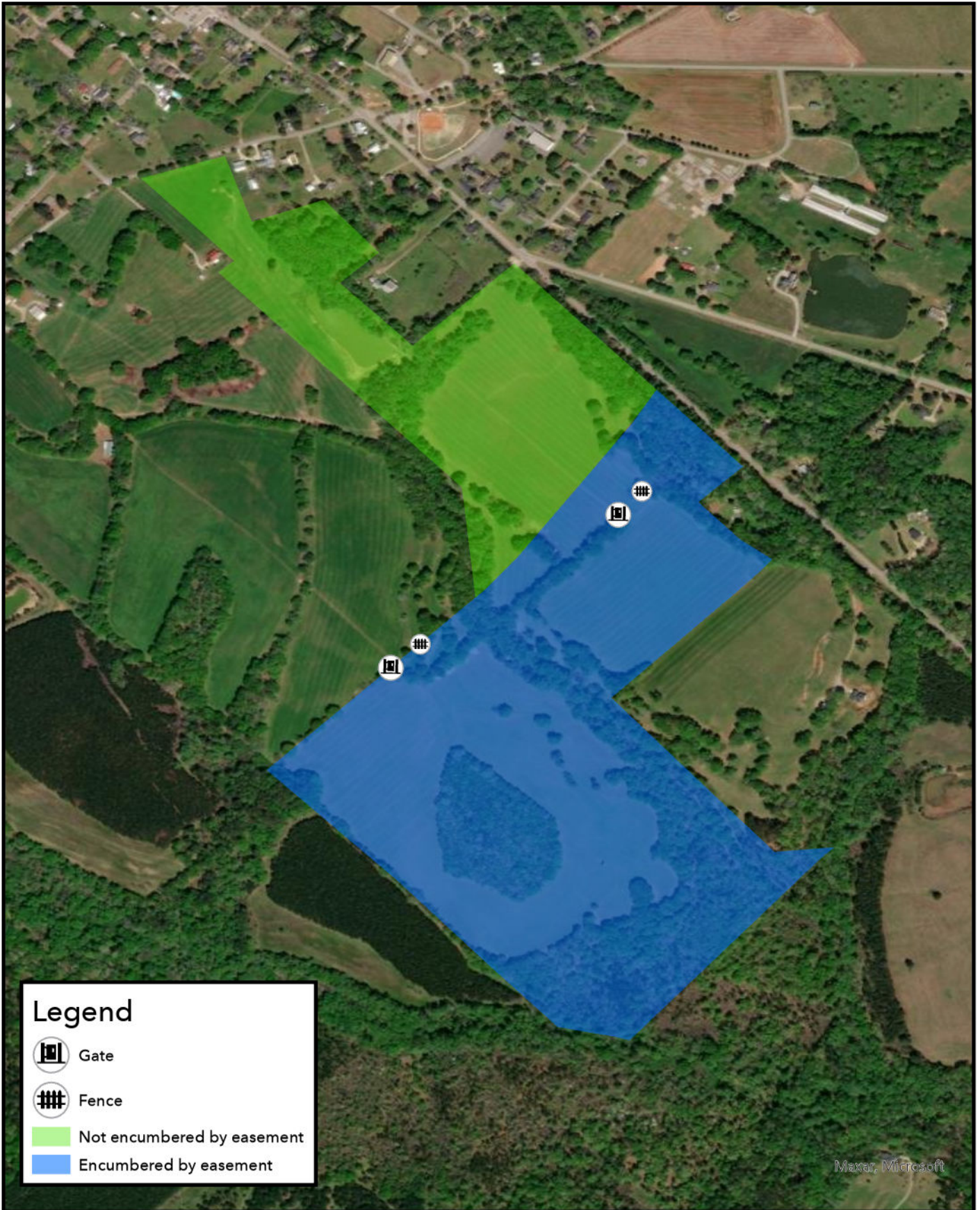
- Legend**
- Parcels
 - Roads

Parcel ID	008 067 D	Owner	MALCOM DAMON PEEK	Last 2 Sales			
Class Code	Consv Use		PO BOX 192	Date	Price	Reason	Qual
Taxing District	BOSTWICK		BOSTWICK, GA 30623	8/18/2023	0	N4	U
Acres	147.95	Physical Address	1071 MALCOM RD	4/26/2022	0	NP	U
		Assessed Value	Value \$516639				

(Note: Not to be used on legal documents)

Date created: 6/17/2024
 Last Data Uploaded: 6/14/2024 8:03:56 PM

Developed by **Schneider**
 GEOSPATIAL



Malcom CE

Farm 2876
Tract 4846

2024

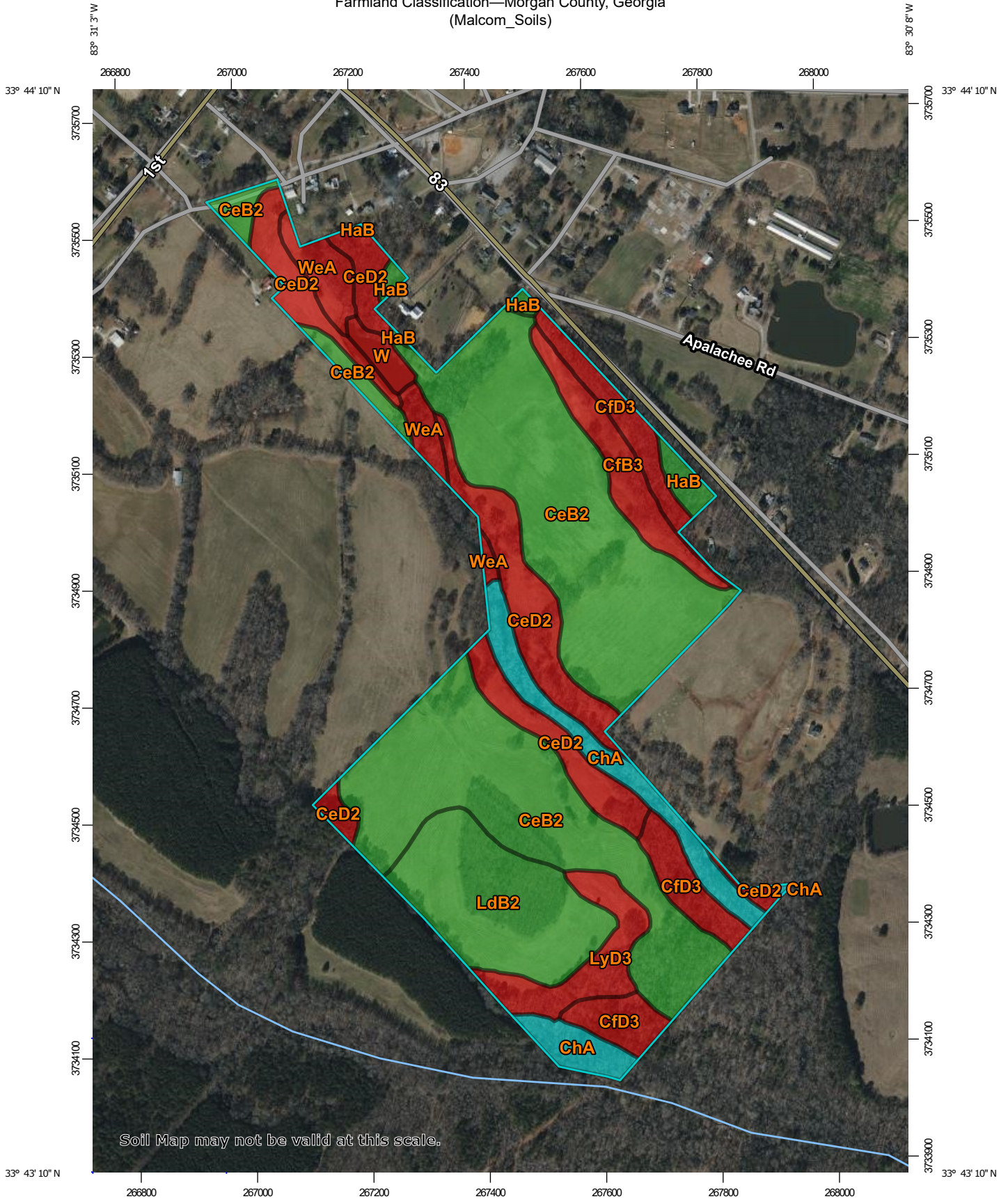
Damon Malcom
Tax Parcel: 008 067 D
lat: 33.734 lon: -83.513
Parcel Acres: 148 acres
CE Acres: 100 acres

ACEP Entity Number: _____
ACEP Parcel Number: _____

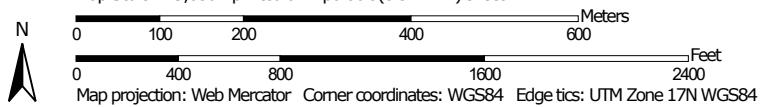


**MADISON-MORGAN
CONSERVANCY**
PROTECTING FARMS, FORESTS, AND
FRONT PORCHES FOR FUTURE GENERATIONS

Farmland Classification—Morgan County, Georgia
(Malcom_Soils)



Map Scale: 1:9,030 if printed on A portrait (8.5" x 11") sheet.



Natural Resources
Conservation Service


Web Soil Survey
National Cooperative Soil Survey

4/1/2024
Page 1 of 5

Farmland Classification—Morgan County, Georgia
(Malcom_Soils)









MAP LEGEND








Area of Interest (AOI)






 Area of Interest (AOI)








Soils



Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season









-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of statewide importance, if drained
-  Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated

-  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated and drained
-  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
-  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60



































-  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough
-  Farmland of statewide importance, if thawed
-  Farmland of local importance
-  Farmland of local importance, if irrigated

-  Farmland of unique importance
-  Not rated or not available






















Soil Rating Lines

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

Farmland Classification—Morgan County, Georgia
(Malcom_Soils)

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season		Not rated or not available		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Soil Rating Points		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Prime farmland if drained		Farmland of statewide importance
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed		Prime farmland if irrigated		Farmland of statewide importance, if drained
	Farmland of statewide importance, if irrigated				Farmland of local importance		Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
					Farmland of local importance, if irrigated		Prime farmland if irrigated and drained		Farmland of statewide importance, if irrigated
							Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season		

Farmland Classification—Morgan County, Georgia
(Malcom_Soils)

	Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance	<p>The soil surveys that comprise your AOI were mapped at 1:24,000.</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Warning: Soil Map may not be valid at this scale.</p> <p>Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.</p> </div> <p>Please rely on the bar scale on each map sheet for map measurements.</p> <p>Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)</p> <p>Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.</p> <p>This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.</p> <p>Soil Survey Area: Morgan County, Georgia Survey Area Data: Version 14, Aug 30, 2023</p> <p>Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.</p> <p>Date(s) aerial images were photographed: Feb 4, 2023—Feb 18, 2023</p> <p>The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.</p>
	Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season		Not rated or not available	
	Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season	Water Features  Streams and Canals Transportation  Rails  Interstate Highways  US Routes  Major Roads  Local Roads Background  Aerial Photography		
	Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough			
	Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed			
			Farmland of local importance			
			Farmland of local importance, if irrigated			

Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CeB2	Cecil sandy loam, 2 to 6 percent slopes, moderately eroded	All areas are prime farmland	67.6	45.9%
CeD2	Cecil sandy loam, 6 to 15 percent slopes, moderately eroded	Not prime farmland	21.5	14.6%
CfB3	Cecil sandy clay loam, 2 to 6 percent slopes, severely eroded	Not prime farmland	5.9	4.0%
CfD3	Cecil sandy clay loam, 6 to 15 percent slopes, severely eroded	Not prime farmland	10.8	7.3%
ChA	Chewacla silt loam, 0 to 2 percent slopes, frequently flooded	Farmland of statewide importance	9.5	6.5%
HaB	Hard Labor-Appling complex, 2 to 6 percent slopes	All areas are prime farmland	2.5	1.7%
LdB2	Lloyd sandy loam, 2 to 6 percent slopes, moderately eroded	All areas are prime farmland	16.7	11.3%
LyD3	Lloyd clay loam, 6 to 15 percent slopes, severely eroded	Not prime farmland	6.3	4.3%
W	Water	Not prime farmland	1.6	1.1%
WeA	Wehadkee loam, 0 to 2 percent slopes, frequently flooded	Not prime farmland	5.0	3.4%
Totals for Area of Interest			147.3	100.0%

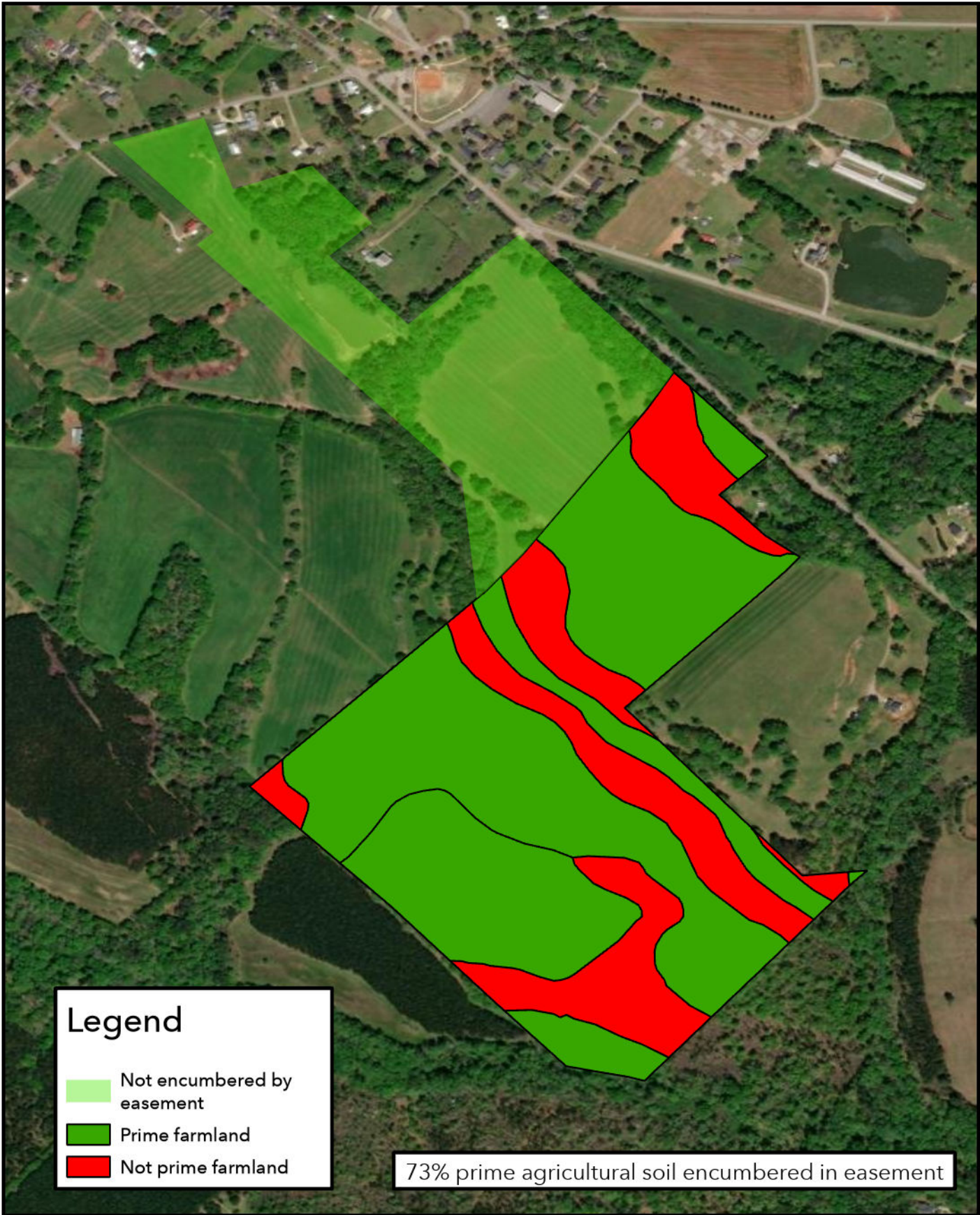
Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower



Legend

- Not encumbered by easement
- Prime farmland
- Not prime farmland

73% prime agricultural soil encumbered in easement

Prime Ag Soil

Farm 2876
Tract 4846

2024

Damon Malcom
Tax Parcel: 008 067 D
lat: 33.734 lon: -83.513
Parcel Acres: 148 acres
CE Acres: 100 acres

ACEP Entity Number: _____
ACEP Parcel Number: _____



**MADISON-MORGAN
CONSERVANCY**
PROTECTING FARMS, FORESTS, AND
FRONT PORCHES FOR FUTURE GENERATIONS



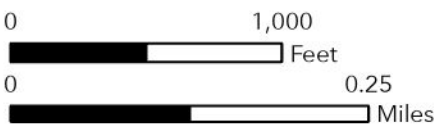
Road Access

Farm 2876
Tract 4846

2024

Damon Malcom
Tax Parcel: 008 067 D
lat: 33.734 lon: -83.513
Parcel Acres: 148 acres
CE Acres: 100 acres

ACEP Entity Number: _____
ACEP Parcel Number: _____



**MADISON-MORGAN
CONSERVANCY**
PROTECTING FARMS, FORESTS, AND
FRONT PORCHES FOR FUTURE GENERATIONS



Common Land Unit

- Cropland
- Non-cropland
- CRP

2024 Crop Year

Farm **2876**
Tract **4846**

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions



Tract 2 of 2

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resource Conservation Service (NRCS).

AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASEMENT
MINIMUM DEED TERMS FOR THE PROTECTION OF AGRICULTURAL USE

1) When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being inserted directly into an Agricultural Land Easement deed, this paragraph will be inserted at the bottom of the ACEP funded Agricultural Land Easement deed:

This Agricultural Land Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land in perpetuity [or for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 et seq. and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT ____ (legal description or survey) is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Deed Terms For The Protection Of Agricultural Use in EXHIBIT ____ that is appended to and made a part of this easement deed.

2) A fully executed copy of the Exhibit below must be attached to the ACEP funded Agricultural Land Easement Deed at the time of closing and recordation or, with NRCS approval, the terms below must be incorporated into the body of the Eligible Entity's Agricultural Land Easement deed, substituting where desired, the defined term for the Parcel instead of "Protected Property":

EXHIBIT ____

MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (ALE) on real property described in Exhibit _____, hereafter referred to as "the Protected Property", for the purpose of [**SELECT ONE:** *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses* **OR** *protecting grazing uses and related conservation values by restoring and conserving*] the Protected Property.

The [**LANDOWNER NAMES**] (collectively Grantor), the [**ELIGIBLE ENTITY NAMES**] (collectively Grantee), and the **United States of America** (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (jointly referred to as the "Parties") acknowledge that the ALE is acquired by the Grantee to [**SELECT ONE:** *protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses* **OR** *protect grazing uses and related conservation values by restoring and conserving*] the Protected Property. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this*

easement deed OR maintained in the files of the Grantee]. Notwithstanding any other provision of the ALE, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in Section I and II. If the terms and conditions in Section I and II are inconsistent with terms and conditions in other sections of the ALE, Section I and II will control. If other sections of the of the ALE have terms and conditions that are consistent with, but more restrictive than the terms and conditions in Section I, Paragraphs 1, 2, and 3, those more restrictive terms and conditions will control. If other sections of the ALE are more restrictive than Section I Paragraph 4 and Section II then Section I Paragraph 4 and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

1. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees the use of the property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

2. Limitation on Impervious Surfaces. Impervious surfaces will not exceed [**Insert approved impervious surface percentage**] *[Note: if greater than 2 percent, a written waiver from the Chief of NRCS or his or her authorized designee (Chief of NRCS) is required]*, of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property;

including, but not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE.

Include the following if limited subdivision is allowed below: [In the event the Protected Property is subdivided as provided for in Section I, Paragraph (3)(A), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument.]

3. Limitations on Nonagricultural Uses. Any activities inconsistent with the purposes of the ALE are prohibited. *[Note: The term "ALE grassland enrollments" refers to both general ALE grazing uses enrollments or ALE Grassland of Special Environmental Significance enrollments (GSS).]* **[Also include the following sentence for ALE grassland enrollments:** The provisions of this ALE limit the types of agricultural operations that can occur on the Protected Property to those that restore or conserve grassland, and protect grazing uses, and related conservation values]. The following activities are inconsistent with the purposes of ALE and specifically prohibited, subject to the qualifications stated below:

(A) Subdivision – [Select Option 1, 2, or 3.]

[Option 1] Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited, except where State or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS) prior to division of the Protected Property.

[Option 2] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ farm or ranch parcels (____ divisions allowed), the boundaries and the allocation of the impervious surface limitation of which have been identified in EXHIBIT ____, which is appended to and made a part of this ALE. To protect the **[SELECT ONE: agricultural use and future agricultural viability OR the grassland, grazing uses]**, and related conservation values of the Protected Property, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS). Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing or separately conveying a parcel of the Protected Property.

[Option 3] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ farm or ranch parcels (____ divisions allowed). To protect the **[SELECT ONE: agricultural use and future agricultural viability OR the grassland,**

grazing uses], and related conservation values of the Protected Property, the boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS) before any such division, subdivision or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;
2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agriculture use and that separate conveyance of the Protected Property farm or ranch parcels will move the land from one agricultural operation to another; and
3. The Chief of NRCS determines that the—

- a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and

- b. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

- (i) agricultural production and related uses conducted as described in the ALE Plan;
- (ii) the sale of excess power generated in the operation of alternative energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the conservation purposes of this Easement;
- (iii) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Protected Property herein protected;
- (iv) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; and
- (v) small-scale commercial enterprises compatible with agriculture or forestry,

including but not limited to cafés, shops, and studios for arts or crafts.

(C) *Construction on the Protected Property* – All new structures and improvements must be located within the Building Envelopes, containing approximately _____ acres and described in EXHIBIT _____, which is appended to and made a part of the ALE.

The boundaries and location of the Building Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the [**SELECT ONE:** *agricultural use and future viability* **OR** *the grassland, grazing uses*], and related conservation values of the Protected Property.

Utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph (4)(C)** and agricultural structures that neither individually nor collectively have an adverse impact on the [**SELECT ONE:** *agricultural use and future viability* **OR** *grassland, grazing uses*] and related conservation values of the Protected Property, may be built outside of the Building Envelope with prior written approval of the Grantee provided that the utilities or agricultural structures are consistent with the ALE Plan described Section I, Paragraph 1.

New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. [**The preceding sentence must be struck for ALE grassland enrollments**].

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property. [**For ALE grassland enrollments replace the preceding sentence with:** Fences may be maintained and replaced only in accordance with the ALE Plan. Fences must be consistent with species management requirements.]

(D) *Granting of easements for utilities and roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact [**SELECT ONE:** *the agricultural use and future viability* **OR** *the protection of the grazing uses, grassland conservation value*], and related conservation values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (i) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, in accordance with an ALE Plan;
- (ii) erosion and sediment control pursuant to a plan approved by the Grantee;
- (iii) as required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Easement; or
- (iv) **[SELECT ONE: Agricultural activities OR Grazing uses or grassland restoration and conservation activities]** conducted in accordance with the ALE Plan.

(F) *Oil, Gas, or Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited, except for limited mining activities for materials (e.g., sand, gravel, or shale) used for agricultural operations on the Protected Property. Extraction of materials used for agricultural operations must be limited to a small, defined area or acreage identified in EXHIBIT ____ and must not harm the conservation values or the agricultural uses of the Protected Property.

[Beginning of Alternate Oil and Gas Language: *The following may be inserted if Grantee chooses to allow oil and gas exploration and extraction as an alternative to a complete prohibition on oil or gas exploration and extraction on the Parcel:* Oil and gas exploration and extraction on the Protected Property is permitted in accordance with this Paragraph (F), if approved by Grantee and NRCS. Grantee and Grantor must demonstrate that such exploration and extraction of oil and gas is—

- (i) not accomplished by any surface mining method;
- (ii) accomplished by a method of extraction, production, and transport that has no more than a limited and localized impact that does not harm the agricultural use or conservation values of the Protected Property;
- (iii) within the impervious surface limits of the ALE; and
- (iv) subject to a plan that includes provisions for oil and gas exploration and

extraction.

Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this Deed and will incorporate by reference this Deed.

Impervious surfaces as defined in **[Insert Citation to Impervious Surface Limitation]** of this Easement will include any surface disturbance or impervious surfaces associated with oil and gas exploration and extraction associated with uses permitted by this paragraph. *End of Alternate Oil and Gas Language]*

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this ALE is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph (F).

(G) **[For ALE grassland enrollments]** *Crop Cultivation.* Except for grazing uses and grassland restoration and conservation permitted in **[Cite Permitted Uses Section]**, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited.

4. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the ALE Plan and do not violate Federal laws, including Federal drug laws. **[The preceding sentence must be struck for ALE grassland enrollments.]** No uses will be allowed that decrease the ALE's protection for **[SELECT ONE: the agricultural use and future viability, and related conservation values OR the grazing uses and related conservation values or adversely impact the restoration or conservation of the grassland, and related conservation values]** of the Protected Property. Allowed uses of the Protected Property include, the specific uses allowed in Section I, Paragraph (3)(B) (i)-(vii) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of **[SELECT ONE: agricultural crops and livestock OR livestock and agricultural products compatible with restoration and conservation of grassland, grazing uses, and related conservation values]** is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section I, Paragraph 1.

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the

Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20 percent of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee. A forest management plan will not be required for the following allowed noncommercial activities: (i) cutting of trees for the construction of allowed roads, utilities, buildings and structures on the Protected Property, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

(D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this ALE. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified by Grantee or NRCS. Determinations of nesting seasons for birds whose populations are in significant decline will be made in writing to the Grantors, or set forth within the ALE Plan for the Protected Property.

[If Land Eligibility is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources, include the following paragraph]

5. Historic or Archaeological Resources. Existing archaeologically, culturally, or historically significant features on the Protected Property including, but not limited to, such features as documented in the Baseline Documentation Report, must be maintained consistent with the guidelines provided in The Secretary of Department of the Interior's Standards for the Treatment of Historic Properties pursuant to 36 CFR Part 68, as amended. The up-to-date version of such guidelines must be maintained by Grantee in the Baseline Documentation and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee's prior written approval, which approval will not be given except where the proposed activity is accomplished in accordance with the guidelines provided in The Secretary of The Department of the Interior's Standards for the Treatment of

Historic Properties.

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the holder of the ALE. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

3. General Disclaimer. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

4. Environmental Warranty. Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

5. Extinguishment, Termination, and Condemnation. The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is _____ percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, _____ percent of the Proportionate Share; and (b) to the United States _____ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

6. Amendment. This ALE may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

Odom Real Estate Appraisal, Inc.

www.odomappraisal.com

Mobile: 706-255-0659

E-mail: michael@odomappraisal.com

390 Duncan Springs Road

Athens, Georgia 30606

July 12, 2024

Mr. Damon Malcom
PO Box 192
Bostwick, GA 30623

Re: The attached constitutes a restricted format valuation pertaining to a hypothetical conservation easement encumbering a 100-acre portion of property located at 1091 Malcom Road in Bostwick, Georgia. The property is valued both as-is and assuming imposition of a conservation easement meeting the criteria of the ACEP-ALE program.

Dear Mr. Malcom:

At your request I have evaluated the above referenced property and arrived at multiple opinions of value, as shown at the bottom of this letter. This is considered a restricted report in which some, most, or nearly all the data used in compiling the value may be omitted from the report. The report may be supplemented by verbal consultation and additional data retained in the appraisal work-file may be provided upon request. The restricted scope of work is considered appropriate based on the stated purpose of the report: it is my understanding that the subject property is a candidate for the Agriculture Lands Easement (ALE) component of the Agricultural Conservation Easement Program (ACEP) and that this report is to be used for exploratory purposes. Note that this report is insufficient for ALE purposes, which requires a non-restricted narrative format appraisal.

Property Identification:

The area proposed for encumbrance is an approximately 100-acre portion of Morgan County tax parcel 008 067 D. The property has not been divided from its parent parcel as of the date of value. In lieu of survey or legal description of record, the boundary map exhibited following this letter is relied upon.

Significant Property Characteristics:

The subject tract lies mostly within the city limits of the small town of Bostwick in northern Morgan County and is accessed from Georgia State Route 83. Approximately 61% of the property is comprised of open pasture, and the balance of the property is naturally wooded. Most of the soil is classified as farmland grade, and the subject's terrain can be characterized as favorable as well. The property is transected by a stream around which approximately 17 +/- acres lies within a 100-year (Zone A) FEMA FIRM flood hazard area.

The property is zoned "AG-Agricultural District". Typically, this designation limits divisions to a minimum of 5.0 acres, however, special regulations apply for properties within the city limits of Bostwick, allowing for division into parcels of no less than 2.0 acres, equivalent to Morgan County's AR zoning designation. Tara Cooner, a Planner with Morgan County, stated that this entitlement would likely be extended across the entirety of the property, including the portion outside of the city limits. The Subject

is beholden to a road frontage limitation of 150' per lot (whereas AR typically requires 300'). Major subdivision development is allowed within this district.

The highest and best use of the property before easement is multi-faceted, including agricultural, silvicultural, recreational, investment and residential components. Rights of division and development are assumed to be entirely extinguished by the easement.

Property History:

The subject property is owned by Damon Malcom, as reflected in public records. Mr. Malcom appears to have taken ownership of the property on 9/23/2023 via warranty deed. The transaction between A.H. Malcom III (Grantor), and the current owner (Grantee) reflects a non-monetary, non-arms-length transfer between related parties.

The subject property is not listed for sale or lease and no sale of the subject property is believed to have taken place in recent years.

Conservation Easement Assumptions:

The opinions of conservation easement value and value after easement are hypothetical and assume the transfer of a deed of conservation easement that is similar in all significant aspects to a generic ACEP-ALE agreement on file with the appraiser. The most significant aspect of the deed is the transfer of all development rights, including the right to divide or subdivide, to a qualified non-profit trust organization in perpetuity.

Value Conclusions:

Sales comparison analysis was applied in the valuation of the property both before and after easement. Portions of the data used to formulate the value opinion are exhibited on the following pages.

Based on the information available to the appraiser as of the date of appraisal, my opinions of value for the subject property are as follows:

Opinion of Value Before Encumbrance:	\$1,300,000
Opinion of Value After Encumbrance:	\$420,000
Difference / Conservation Easement:	\$880,000

The subject property was not physically inspected. It is an extraordinary assumption of this report that the property condition and character as of the date of value, July 12, 2024, substantively reflects the condition and character as presented in available online sources, supported by telephone interviews with the owner.

Thank you for the opportunity to be of service. If I can be of further assistance, please call.

Sincerely;

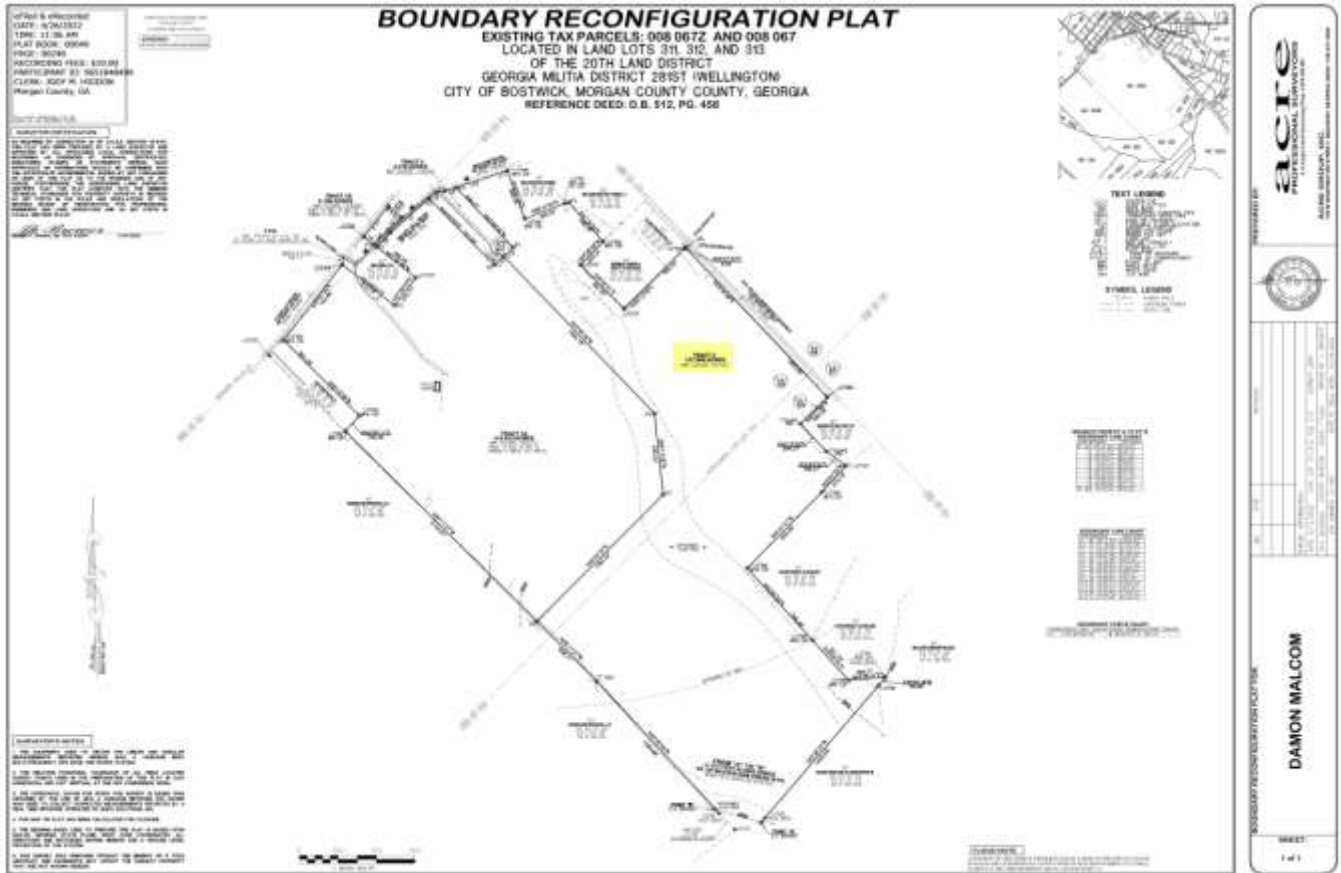


Michael C. Odom
Georgia Certified General Appraiser 249179

Subject Property Boundary Map



Subject Property Parent Tract Boundary Plat

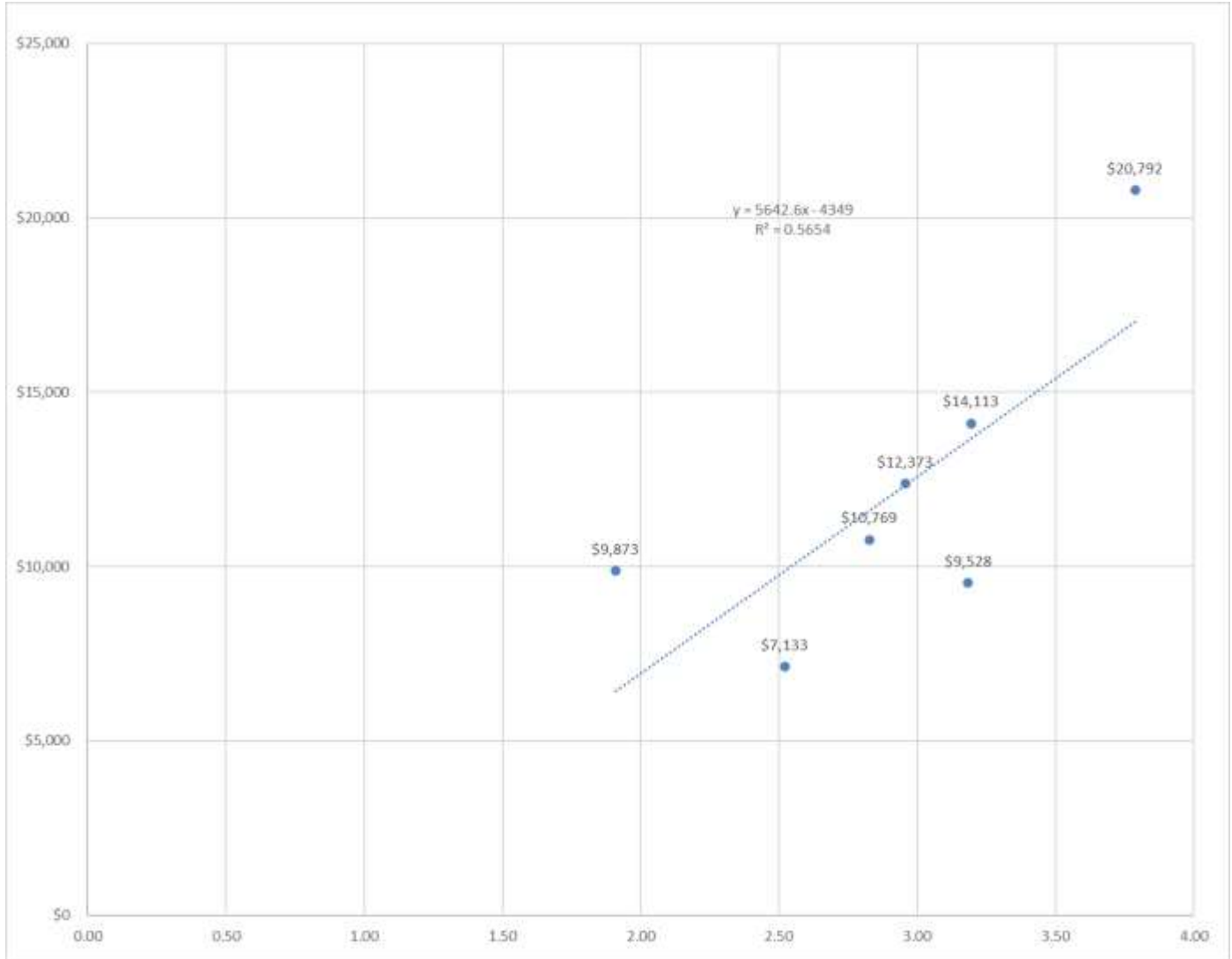


SALES DATA – BEFORE EASEMENT

	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7
Property Address	1091 Malcom Road	Wallace Road	Highway 83	1591 Mergendollar Road	1481 Dykes Rd	Prospect Rd	Mergendollar Road	Rocky Creek Road
	Morgan	Morgan	Walton	Morgan	Morgan	Morgan	Morgan	Morgan
		Report	Report	Report	Report	Report	Report	Report
Date of Sale		6/21/2024	4/30/2024	5/23/2024	2/15/2024	9/30/2021	9/30/2021	9/20/2023
SALE PRICE		\$1,775,196	\$1,050,000	\$6,000,000	\$2,473,200	\$1,522,000	\$450,000	\$850,000
Acreage	100	143.47	50.5	455.78	229.667	127.254	63.09	89.214
	AG; City of Bostwick - 2.0 Ac Minimum	AR; 2 Acre Minimum	A1 - Walton; 2 Acre Minimum	AG; 5 Acre Minimum	AG; 5 Acre Minimum	AG; 5 Acre Minimum	AG; 5 Acre Minimum	AG; 5 Acre Minimum
SALE PRICE (per acre)		\$12,373	\$20,792	\$13,164	\$10,769	\$11,960	\$7,133	\$9,528
Abstraction(s)				-\$3,291				
Abstraction Adjusted Price		\$12,373	\$20,792	\$9,873	\$10,769	\$11,960	\$7,133	\$9,528
Transaction								
Property rights								
Finance / Concessions								
Conditions of sale								
Market timing		0.0%	0.0%	0.0%	0.0%	18.0%	0.0%	0.0%
Transaction Adjusted Price		\$12,373	\$20,792	\$9,873	\$10,769	\$14,113	\$7,133	\$9,528
Qualitative Adjustments								
Weighted Quality Rating	3.12	2.96	3.79	1.91	2.83	3.20	2.52	3.18
Weighted Quality Differential		0.16	-0.67	1.21	0.29	-0.08	0.59	-0.07
Indicated Qualitative Adjustment		\$884	-\$3,772	\$6,751	\$1,621	-\$449	\$3,327	-\$385
ADJUSTED SALE PRICE		\$13,257	\$17,020	\$16,624	\$12,390	\$13,664	\$10,459	\$9,143


	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7
Property Address	1091 Malcom Road	Wallace Road	Highway 83	1591 Mergendollar Road	1481 Dykes Rd	Prospect Rd	Mergendollar Road	Rocky Creek Road
	Morgan	Morgan	Walton	Morgan	Morgan	Morgan	Morgan	Morgan
Location	3.0	3.0	4.0	3.0	2.0	3.0	3.0	2.0
Pasture/Open %	3.44	2.49	4.2	1.84	4.12	4	1.44	4.52
Other Physical Character	2.0	3.0	3.0	4.0	3.0	3.0	2.0	3.0
Frontage Ratio & Shape	1.5	4.0	3.0	2.0	5.0	3.5	1.0	4.0
Size	4.1	3.7	4.6	1.0	3.0	3.9	4.4	4.2
Zoning & Utilities	2.0	2.0	2.0	1.0	1.0	1.0	1.0	1.0
Cumulative Weighted Quality	3.12	2.96	3.79	1.91	2.83	3.20	2.52	3.18

Price-Quality Regression



Relevant Active Listings:

2261 A Centennial Road, Rutledge, GA 30663 

 Client-Friendly **\$1,200,000**

Overview	Listing	Property	Features	Tax/HOA	Sales
--------------------------	-------------------------	--------------------------	--------------------------	-------------------------	-----------------------



Active	Agriculture	95.135 Acres	Morgan County
Listing ID :	20161880	On Market Date:	12/14/2023
Current Use:	Agricultural, Farm, Cattle	Original List Price:	\$1,950,000
Lot Size Acres:	95.135	Annual Association Fee:	
Subdivision:	None	Close Date:	
Originating System:	GAMLS	Days On Market:	211

Overview

Beautiful acreage tract conveniently located to I-20, Rutledge, Madison, and Hard Labor Creek State Park. Property fronts Centennial Road and Davis Academy Road. Mostly open pasture (fenced), trees on side and back of property. Small pond on back of property. This property is currently in CUVA beginning in 2023. There is an old well on the property; current owner has not used. Great opportunity!

Private Remarks

Gates are locked. Contact Machelles Morton to gain access. Cows are on property. Owner Motivated! Back on market due to no fault of seller - financing fell through.

Listing Details

List Price:	\$1,200,000	List Agent:	Machelle Morton
Original List Price:	\$1,950,000	List Agent Phone:	(678) 725-9598
On Market Date:	12/14/2023	List Agent Email:	MACHELLE@MACHELLE.BIZ
Listing Contract Date:	12/11/2023	List Agent MLS ID:	DUKESMACHELL
Purchase Contract Date:		List Agent State License :	148516
Close Date:		List Office:	Southern Premier Homes & Land
Expiration Date:		List Office Phone:	(706) 557-9200
Off Market Date:		List Office Email:	Machelle@Machelle.biz
Listing Terms:	Cash, Conventional, Credit Report Required, Owner 1st	List Office MLS ID:	RMHL

00 Shepherd Road, Madison, GA 30650

Client-Friendly **\$650,000**

Overview	Listing	Property	Features	Tax/HOA	Sales
		Active	Agriculture	48.14 Acres	Morgan County
Listing ID :		10178084	On Market Date:		07/06/2023
Current Use:		Hunting	Original List Price:		\$672,000
Lot Size Acres:		48.14	Annual Association Fee:		
Subdivision:		none	Close Date:		
Originating System:		GAMLS	Days On Market:		370

Overview

48.14 Tract. Agricultural property. Close to Madison .Presently in conservation program taxes approximately 789.00.Underground electric ran to property Open and wooded areas.Trails throughout. Wildlife abundant. Ready for your Dream Home.

Private Remarks

Listing Details

List Price:	\$650,000	List Agent:	Cathy Norris
Original List Price:	\$672,000	List Agent Phone:	(678) 232-8089
On Market Date:	07/06/2023	List Agent Email:	cathy@eaglecreekrealty.com
Listing Contract Date:	07/06/2023	List Agent MLS ID:	NORRISCATHYG
Purchase Contract Date:		List Agent State License :	157901
Close Date:		List Office:	RE/MAX Eagle Creek Realty
Expiration Date:		List Office Phone:	(706) 444-0075
Off Market Date:		List Office Email:	bubbahunt@remax.net
Listing Terms:	Cash, Conventional, Land Bank Loan	List Office MLS ID:	REGC01
Showing Requirements:	Appointment Only, Call Listing Agent	List Office State License:	80422
Showing Contact Name:	Cathy Norris	Colist Agent:	

SALES DATA – AFTER EASEMENT

The following sales were compared to the subject property:

Comparable Encumbered Land Sale 1

132.427 acres; Moores Grove Road
Winterville, Georgia (Athens-Clarke County)



Comparable Encumbered Land Sale 1

132.427 acres; Moores Grove Road
Winterville, Georgia (Athens-Clarke County)

National Wetlands Inventory Map



Comparable Encumbered Land Sale 1

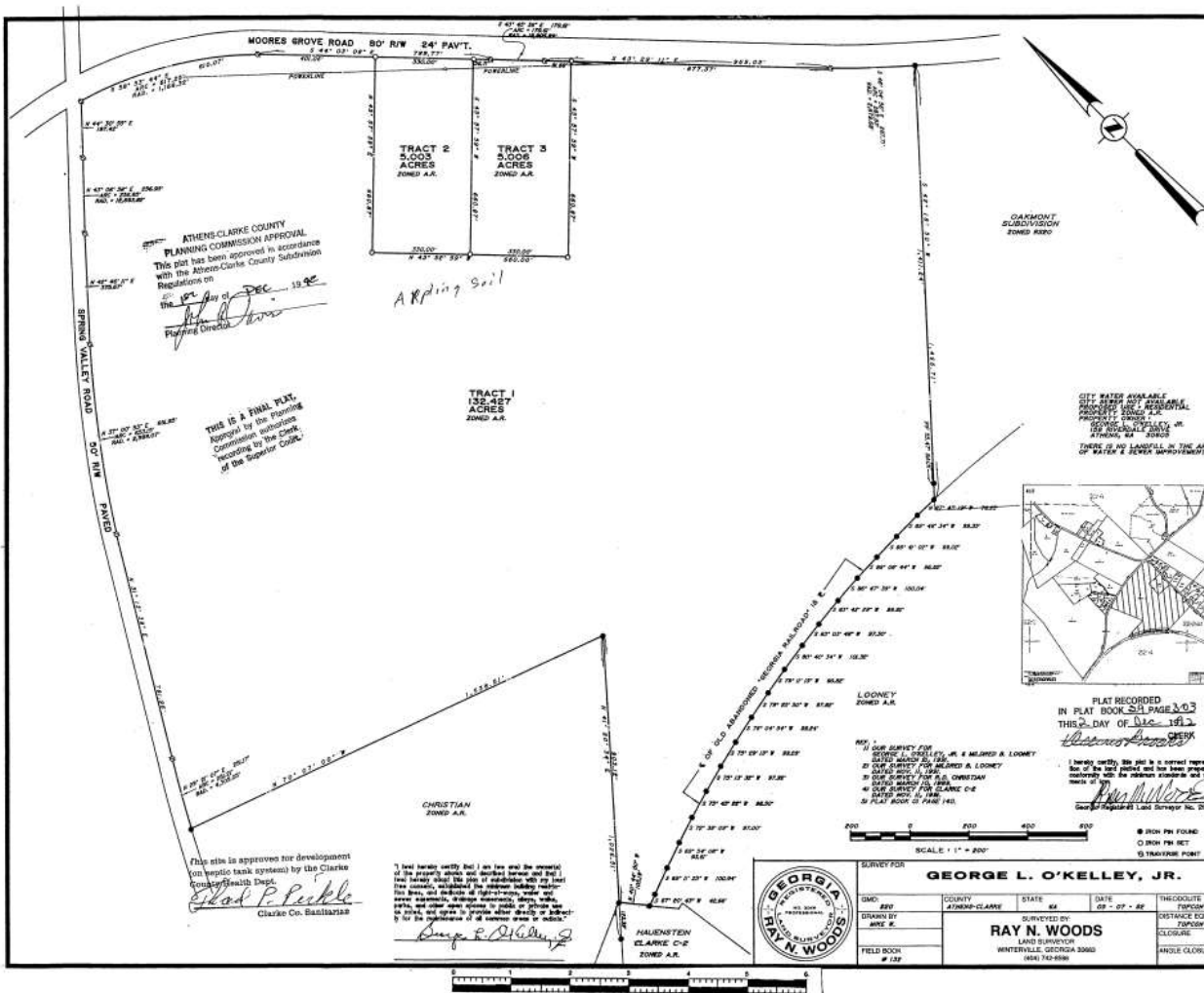
132.427 acres; Moores Grove Road
Winterville, Georgia (Athens-Clarke County)



Comparable Encumbered Land Sale 1

132.427 acres; Moores Grove Road
Winterville, Georgia (Athens-Clarke County)

Athens-Clarke County Plat Book 29, Page 303; Tract 1



Comparable Encumbered Land Sale 1

132.427 acres; Moores Grove Road
Winterville, Georgia (Athens-Clarke County)

Grantor: EDWARDS, HARDY MALCOM III
Grantee: MCNEAL, CLINT
Sale Price: \$699,000
Price / Acre: \$5,278
Sale Date: 6/20/2022
Deed Book / Page: 5388 / 370
Sale Instrument: Limited Warranty deed
Interest: Fee simple subject to deed of conservation easement
Conditions of Sale: Arms-length
Financing: Unknown; cash to seller
Confirmation: Public records, tax data, seller, buyer, peer appraiser William Parker, MAI
Acreage: 132.427 acres
Improvements: None

Comments:

This property is located just northwest of the small town of Winterville in northeastern Athens-Clarke County. The tract is a corner location at the intersection of Moores Grove Road and Spring Valley Road. Across Spring Valley Road to the northwest of the property is a 60.92-acre tract improved with a 197,738 square foot manufacturing facility operated by Nakanishi Manufacturing Corp. The Firefly Trail, a rails to trails system that connects downtown Athens to Winterville and beyond is was expected to extend in front of the tract at the time of sale.

The tract is 70% open pasture land that is entirely fenced for cattle grazing. Two small ponds are present on the tract but the dam on the larger pond had been compromised and was leaking at the time of the easement donation and had not been repaired at the time of the sale. The remainder of the property is naturally wooded. No portion of the property appears to be located within a flood hazard area. As shown on the National Wetlands Inventory Map, designated wetlands area is limited to the riparian areas.

The seller owned land in the immediate area and acquired the property in 2018 from a distressed seller whom he had known for years. In December 2020 the seller donated a conservation easement over the entire property through the NRCS ACEP-ALE program. The easement holder is the Athens Land Trust and the CE deed is recorded in book 5102, page 37 of the Clarke County public records. The easement allows for a variety of agricultural uses and reserves one residential building envelope (1 acre in size) that can be selected from three potential locations.

The seller reported that the property was not listed for sale and that he was approached directly by the buyer who was interested in building a home on the building envelope and enjoying the site as a small farm. The seller reported that the property was appraised when he donated the easement and the seller paid the appraised value assigned to the property as encumbered by the easement.

Comparable Encumbered Land Sale 2

131.4876 acres; 34 Williamson Road
Bowdon, Georgia (Carroll County)



Legal Description — Carroll County Deed Book 6232, Page 894

EXHIBIT "A"

PARCEL A:

All that tract or parcel of land lying and being in Land Lots 232, 233, and 249, of the 11th District, Carroll County, Georgia, more particularly delineated as "Tract 1", being 18.0992 acres, more or less, and as "Tract 2", being 38.1698 acres, more or less, as shown on that certain plat of survey captioned "A PROPERTY SURVEY FOR: MICHAEL G. MCCRAVY & CHRISTY S. MCCRAVY", dated April 7, 2020, last revised June 12, 2020, prepared by MerrittPaul Land Surveying, LLC, certified by Tyler M. Bius, GRLS No. 3335, recorded February 14, 2024, in Plat Book 109, Page 211, Carroll County, Georgia records. Said plat being incorporated herein by reference thereto.

PARCEL B:

All that tract or parcel of land lying and being in Land Lots 216 and 217, of the 11th District, Carroll County, Georgia, more particularly delineated as "Tract 3", being 75.2186 acres, more or less, as shown on that certain plat of survey captioned "A PROPERTY SURVEY FOR: MICHAEL G. MCCRAVY & CHRISTY S. MCCRAVY", dated April 7, 2020, last revised June 12, 2020, prepared by MerrittPaul Land Surveying, LLC, certified by Tyler M. Bius, GRLS No. 3335, recorded February 14, 2024, in Plat Book 109, Page 211, Carroll County, Georgia records. Said plat being incorporated herein by reference thereto.

Parcel A is addressed as 34 Williamson Road, Bowdon, GA 30108, according to the present system of naming and numbering streets and houses and bears the tax identification number 050 0005. Parcel B is a vacant tract of land fronting Williamson Road and bearing the tax parcel identification number 049 0115.

This conveyance is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises, if any, however, this reference shall not operate to reimpose same.

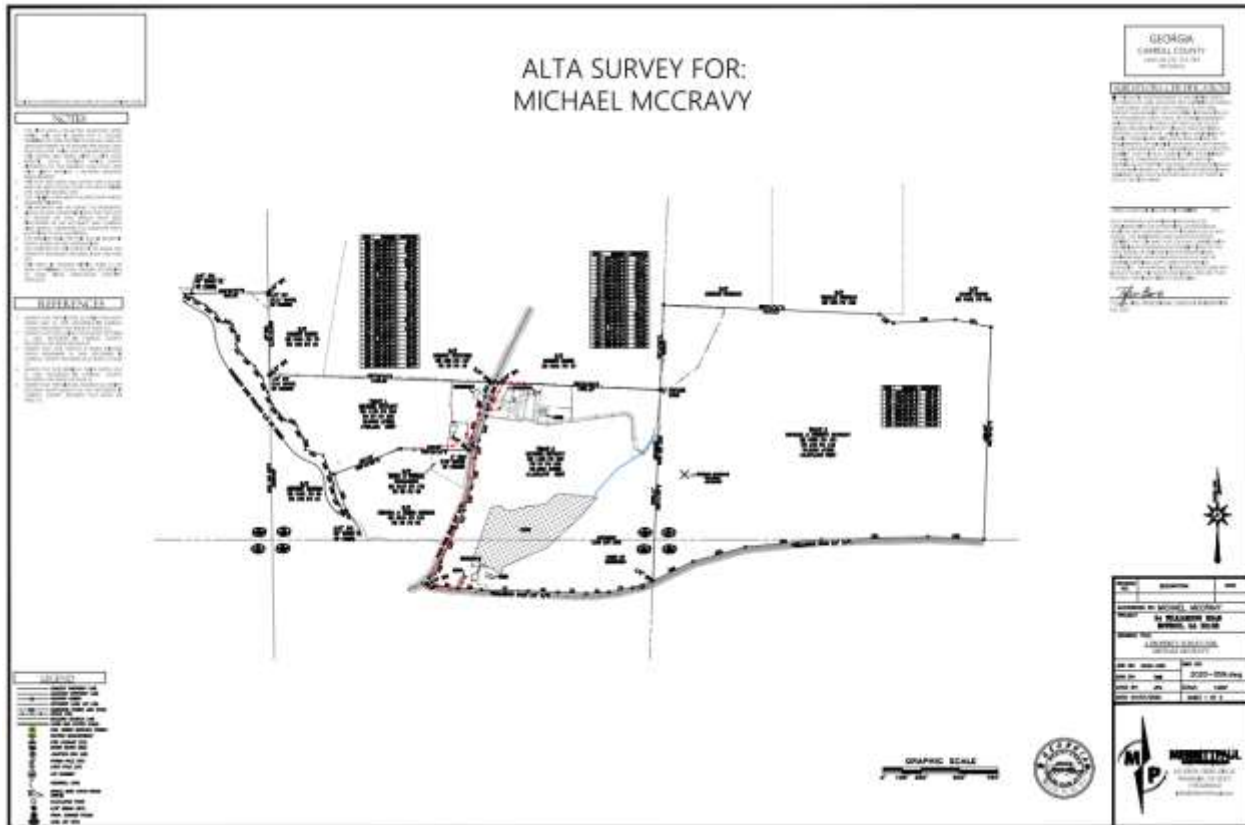
Comparable Encumbered Land Sale 2

131.4876 acres; 34 Williamson Road
Bowdon, Georgia (Carroll County)

National Wetlands Inventory Map



Survey



Comparable Encumbered Land Sale 2

131.4876 acres; 34 Williamson Road
Bowdon, Georgia (Carroll County)

Listing Photos



Comparable Encumbered Land Sale 2

131.4876 acres; 34 Williamson Road
Bowdon, Georgia (Carroll County)

Grantor: MCCRAVY, CHRISTY S
Grantee: POLLARD FARMS & PROPERTIES LLC
Sale Price: \$873,500 (\$573,500 less structural improvements)
Price / Acre: \$6,643 (\$4,362 less structural improvements)
Sale Date: 3/29/2024
Deed book / page: 6232 / 893
Sale Instrument: Warranty Deed
Tax Parcel ID: 050 0005, 049 0115
Interest: Fee simple subject to deed of conservation easement
Conditions of Sale: Arm's-length
Financing: Loan of \$437,500
Confirmation: Public records, tax assessor, inspection, prior appraisal, seller, listing (Georgia MLS No. 20161154)
Acreage: 131.4876 acres
Zoning: A – Agriculture District
Improvements: 1,250 SF SFR (c. 1920), 1,050 SF SFR (c. 1969), 50' x 150' shop building, 60' x 40' garage, 30' x 30' shed, corrals, post and wire fencing, electric wire fencing, nine water troughs

Comments:

The property is located along Tyus Veal Road and Williamson Road in unincorporated Carroll County, Georgia; the center of Carrolton's downtown district is approximately 11.4 radial miles distant. Roughly 88% of the property is considered open land, consisting primarily of open pasture. The open lands are naturally grassed and exhibit good visual appeal. Approximately 6 +/- acres consists of riverine wetland areas, most of which is lined with natural hardwood/bottomland forestation, surrounding the stream banks and portions of the wet weather swales. No portion of the property is located within a FEMA-identified flood hazard area. The property contains a stream which transects the land east of Tyus Veal Road, feeding a 5-acre impounded (man-made) pond located on the southern portion of the property. A small pond also lies on the eastern portion of the property.

The property is improved with a 1,250 square foot wood-framed single-family residence constructed circa 1920 per tax records. The farmhouse has vinyl siding, 2-bedrooms and 2-bathrooms. Two small storage/equipment sheds are located in close proximity to this home. A second residence was constructed circa 1969 per tax records: this 1,050 square foot brick ranch home has 3-bedrooms and 1-bathrooms. Accessory structures include a 50' X 150' shed and shop building, most of which is pole framed; a roughly 60' by 40' block and frame garage/shop; and a 30' x 30' cattle shed which is connected to a corral area. The structural improvements are estimated to have contributed \$300,000 to the overall purchase price.

Post and wire fencing bounds the pasture periphery and totals approximately two miles or more (including cross fencing) in length. Additionally, electric wire fencing bounds either side of the creek. Two wells are reportedly in place but have been taken out of service in favor county water, which serves both the homes and the nine troughs spread across the pasture, which are served by buried PVC pipe.

The seller granted a deed of conservation to Carroll County encumbering the property in perpetuity. The deed was recorded January 29, 2021 in Carroll County deed book 5895, page 786. The deed prohibits subdivision. The easement allows for three 1-acre homesites, including the two existing residences. Agricultural rights, including broadly silvicultural and pastoral rights, remain largely intact. Forestry practices are restricted to Best Management Practices as defined by the Georgia Forestry Commission.

The property was listed for sale on December 6, 2023 with an asking price of \$1,200,000 and was on the market 27 days.

Comparable Encumbered Land Sale 3

49.05 acres; N. Chase Street
Athens, Georgia (Athens-Clarke County)



Comparable Encumbered Land Sale 3

49.05 acres; N. Chase Street
Athens, Georgia (Athens-Clarke County)



Comparable Encumbered Land Sale 3

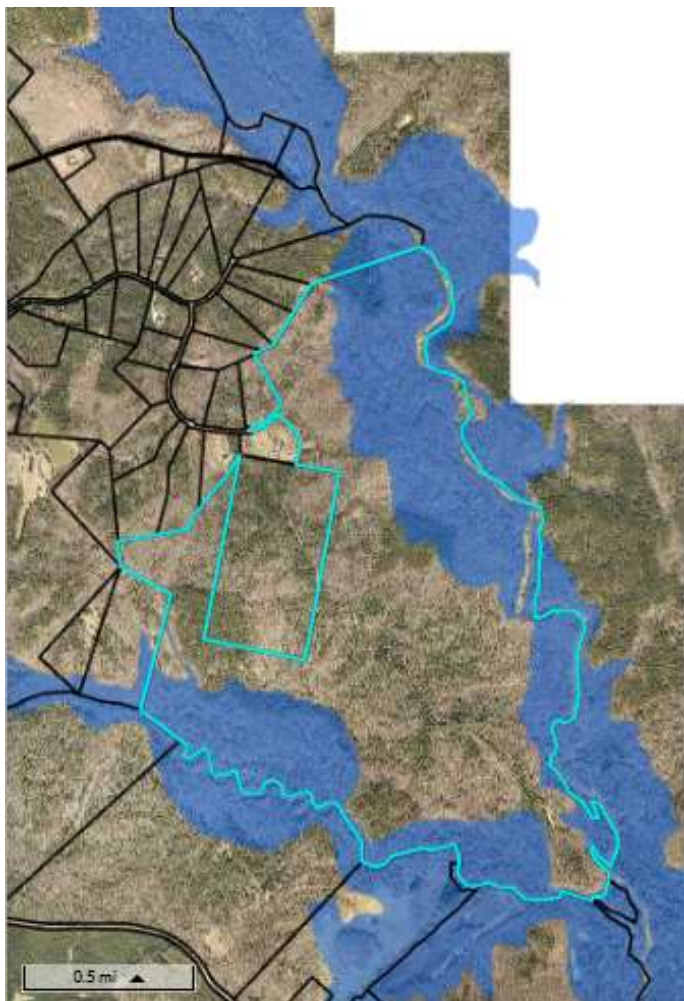
49.05 acres; N. Chase Street
Athens, Georgia (Athens-Clarke County)

Grantor:	B&C EXCHANGE LLC
Grantee:	CHASE PRESERVE LLC
Sale Price:	\$250,000
Price / Acre:	\$5,097
Sale Date:	9/28/2020
Deed Book / Page:	5057 / 312
Sale Instrument:	Limited Warranty deed
Interest:	Fee simple subject to deed of conservation easement
Conditions of Sale:	Arms-length
Financing:	Seller financed \$200,000 (80%)
Confirmation:	Public records, tax data, buyer (Laura Hall), peer appraiser William Parker, MAI
Acreage:	49.05 acres
Improvements:	None

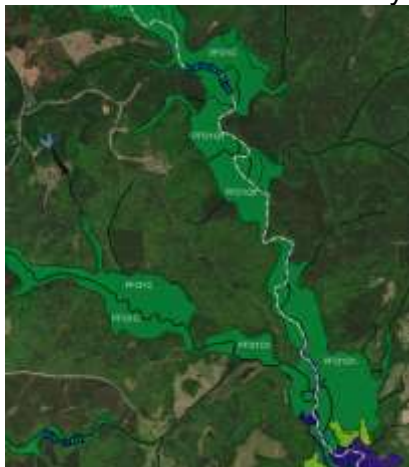
Comments: This property is located in an industrial area of central Athens-Clarke County, approximately 1.5 radial miles northwest of the central business district. The southern boundary of the property lies along Athens' Perimeter Highway Loop 10. The property also has small frontage areas along N. Chase Street and Paradise Boulevard. Approximately 60% of the tract is wooded. The remainder consists of open grassed areas including overhead transmission line easement areas which run along the northeastern and southwestern boundary lines. Roughly 50% of the property is located within stream buffers or utility easements, which limited the development potential of the tract prior to the donation of the conservation easement. Approximately 25-30% of the property is located within a floodplain. The property was encumbered by a conservation easement held by Athens Land Trust in December 2012 and recorded in deed book 4031, page 186. The easement restricts all development of any type and no residential building envelopes were reserved. The purchaser reported the she and her partner acquired the tract because it is a large protected open space with an in-town location and that she believes the property provides significant public benefit. She also acknowledged that they likely overpaid for the property based on the uses permitted by the deed of easement. As of the date of interview, she reported that they have operated a small nature based day camp for children and that they allow a local running club to use the property as a cross country course. She noted that in order to provide the space for Athens-Clarke County-based public events or nature camps they will have to provide parking and restrooms and that ACC has not given them any relief on development requirements and that they have not been able to secure grant money for these expensive infrastructure improvements. One subdivision of the property into the two original tax parcels is permitted subject to an \$8,000 payment to the land trust for additional monitoring expenses. Further subdivision of the two parcels is prohibited.

Comparable Encumbered Land Sale 4

809.19 acres; Lower Apalachee Road
Madison, Georgia (Morgan County)



National Wetlands Inventory Map



Comparable Encumbered Land Sale 4

809.19 acres; Lower Apalachee Road
Madison, Georgia (Morgan County)

Grantor: APALACHEE RIVER HOLDINGS LLC
Grantee: MILL POINT PROPERTIES LLC (33% interest); SUMNER LAND GROUP
LLC (66% interest)
Sale Price: \$863,500
Price / Acre: \$1,067
Sale Date: 3/13/2024
Deed book / page: 727 / 183
Sale Instrument: Limited Warranty Deed
Tax Parcel ID: 033 016
Interest: Fee simple subject to deed of conservation easement,
Conditions of Sale: Arm's-length
Financing: Unknown; cash to seller
Confirmation: Public records, tax assessor, listing (Georgia MLS No. 8132659), listing
agent (Michelle Dove 706-498-2847)
Acreage: 809.19 acres
Zoning: AG – Agricultural District
Improvements: Two wooden docks; one concrete boat ramp

Comments:

The property is located in eastern Morgan County, approximately 6.7 radial miles northeast of the central business district of Madison. The property is accessed from the cul-de-sac of Apalachee Ridge, a public street serving the lots of an adjacent subdivision known as Rivers End at Lake Oconee. The eastern boundary line of the property lies along the Apalachee River (2 miles), and much of the southern boundary line lies along Hard Labor Creek (1.5 miles). The confluence of the waterways are considered the headwaters of Lake Oconee. The tract lies adjacent to a 3.78-acre parcel serving as the amenity area, providing lake access to property owners in Rivers End at Lake Oconee subdivision. Approximately 48% of the property lies within a FEMA-designated 100-year floodplain. Approximately 30-40% of the property is designated wetlands area. Approximately 414 acres of the property is comprised of farmland grade soils. Approximately 25% of the property was harvested within the past 20-25 years. The majority of the property consist of natural forestation, predominated by hardwood varieties.

On December 29, 2014, the sellers granted a deed of conservation easement to Oconee River Land Trust, Inc. encumbering the 809.19-acre property. The deed is recorded in Morgan County deed book 535, beginning on page 1089. The deed permits construction of sheds, barns, kennels, field houses associated with forestry and recreational uses with the total area of the structures not to exceed 25,000 square feet. The deed of easement allows for one subdivision of the property to create two parcels. Approximately 70 acres could be used for

forestry and agriculture, the remainder of the tract is SNAs and riparian buffers in which forestry and agriculture are prohibited. No residences are permitted by the deed of easement.

In a contemporaneous transfer, the buyers acquired from an affiliated seller an adjoining 100-acre parcel that was excluded from encumbrance by the deed of easement. The adjacent acreage was acquired for \$500,000 or \$5,000. The adjoining 100 acres could not be subdivided for residential development, according to Ms. Dove, due to a lack of frontage. Ms. Dove indicated that the 100-acre unencumbered area was negotiated distinctly from the encumbered portion of the property. Acquisition of the two components are each considered representative of a market transaction in her opinion.

SCOPE OR WORK - SUPPLEMENTAL COMMENTARY:

The results of my research are presented herein in the form of a restricted appraisal report, consistent with the most recently revised edition of the Uniform Standards of Professional Appraisal Practice. The report is presented in restricted format at the client's request. Based on the use of this format, the appraiser's opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's work file. This report may be supplemented by consultation via phone or e-mail.

DEFINITION OF MARKET VALUE

Market Value, for purposes of this report, is defined as: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale; the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. The market value definition used in this report is taken directly from the FDIC regulatory website:

<http://www.fdic.gov/regulations/laws/rules/2000-4300.html#fdic2000part323.2>

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions where:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well-advised, acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition adheres to the policy of the Uniform Standards of Professional Appraisal Practices.

PROPERTY INTEREST APPRAISED:

The rights being valued consist primarily of development rights, but also include other provisions intended to ensure the environmental integrity of the property. The valuation method used in this report seeks to estimate the value of the property both before and after encumbrance.

The "before" valuation addresses surface rights including improvements such as homes, barns, hay sheds and fencing, timber, orchards or other permanent plantings, and any irrigation water rights. The irrigation water rights include wells, ditches, reservoirs, ponds, and lakes that provide irrigation on the subject property and are legally permitted. With noted exceptions, fee simple ownership is assumed to be transferable free from all encumbrances

barring those explicitly detailed (these may include zoning, tax-preferential conservation use, utilities easements, etc.). Title to the subject is assumed to be good and marketable. All else remaining the same, the “after” valuation addresses the value once the deed of perpetual agricultural conservation easement is in place.

DATE OF APPRAISAL:

The effective date of the appraisal of the market value of the property is July 12, 2024.

CLIENT & INTENDED USER(S):

This report is prepared for the following client and intended user:

Mr. Damon Malcom

The Madison-Morgan Conservancy is an additional intended user of this report.

FORMAT AND CONTENTS:

The results of my research are presented herein in the form of a restricted appraisal report, consistent with the most recently revised edition of the Uniform Standards of Professional Appraisal Practice. The report is presented in restricted format at the client’s request. Based on the use of this format, the appraiser's opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's work file. This report may be supplemented by consultation via phone or e-mail.

STATEMENT OF LIMITING CONDITIONS

This report is subject to the following limiting conditions:

1. Unless otherwise noted, all existing liens and/or encumbrances, if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for the type of property under analysis has been considered, as has a favorable mortgage position, if any.
2. The analyst did not search validity of title, nor does he assume responsibility for corrections that a survey of the property may reveal.
3. The information contained herein is not guaranteed, but was gathered from reliable sources that are believed to be accurate.
4. No responsibility is assumed for matters legal in character, particularly matters of a legal nature affecting title to the property; no opinion of title is rendered. Title to the property is assumed to be good and marketable. The legal description used in this report is assumed to be correct.
5. Sketches are accurate only for purposes of approximation.
6. This report is not to be reproduced in part or whole without the written consent of the analyst.
7. The conclusions expressed herein assume competent and aggressive management and/or marketing of the property.
8. The contents of the analysis are for limited private use only. If this report becomes the property of any party other than the addressee or the person who has paid the fee connected herewith, permission must be obtained from the original addressee for reproduction or additional copies, and additional fees will be charged for any further consultation, reappraisal, or review of the property.
9. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capabilities of public utility systems.
10. Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of the appraisal and/or the report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any references to the Appraisal Institute) shall be disseminated to the public through advertising media, public relations media, sales

media, or any other public means of communication without the prior written consent and approval of the undersigned.

11. Opinions of value contained herein are estimates and there are no guarantees, either written or implied, that the property would sell for the expressed prices.
12. The appraiser is not obligated to give testimony of any kind nor appear in any court as a result of having completed this appraisal, unless arrangements to that effect were made prior to the initiation of the appraisal assignment.
13. The property history has been provided by conversations with various individuals involved with the chain of title, and if available, various documents such as contracts, deeds, leases, and closing statements. We have not performed a title search, nor do we warrant that the history, as presented herein, is completely accurate since we have relied upon the information of others. Any person or entity contemplating an interest in the subject property should rely solely upon a title search and opinion prepared by a qualified attorney-at-law.
14. If it is noted in this report that the subject real estate involved is a geographical or physical portion of a larger parcel of real estate, then the value estimate expressed should not be construed as applying with equal validity to other portions of the larger parcel or tract; i.e., the value reported for the subject's geographical portions, may or may not equal the value of the entire parcel or tract considered as an entity. Additionally, the distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
15. It is assumed that there are no hidden or non-apparent conditions of the property, sub-soil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for engineering that may be required to discover such conditions. Unless otherwise stated in the report, the evidence of hazardous materials that may or may not be present on the property was not observed by the appraiser(s). The appraiser(s) have no knowledge of the existence of materials on or in the property and **ARE NOT QUALIFIED TO DETECT SUCH SUBSTANCES**. The presence of such substances as asbestos, urea-formaldehyde, lead-based paint, radon gas, or other potentially hazardous materials may affect the value of the property. The value estimate is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. **NO RESPONSIBILITY IS ASSUMED FOR ANY SUCH CONDITION OR FOR ANY EXPERTISE OR ENGINEERING KNOWLEDGE REQUIRED TO DISCOVER THEM**. The client is urged to retain an expert in these fields, if desired. The appraiser(s) certify that any conditions which may lead them to believe that any of these materials or conditions, or others that may be of adverse effect to the value conclusion, will be duly noted in this report.

16. Full compliance with all applicable federal, state and local environmental regulations and laws is assumed unless noncompliance is stated, defined and considered in this report.
17. Full compliance with all applicable zoning and use regulations and restrictions is assumed unless a nonconformity has been stated, defined and considered in the appraisal report.
18. That all required licenses, consents or other legislative or administrative authority from any local, state, or national governmental, private entity, or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based is assumed.
19. That the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted within the report is assumed.
20. ACCEPTANCE AND/OR USE OF THIS APPRAISAL REPORT BY THE NAMED CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THESE LIMITING CONDITIONS. APPRAISAL LIABILITY EXTENDS ONLY TO THE STATED CLIENT, NOT SUBSEQUENT PARTIES OR USERS, AND IS LIMITED TO THE AMOUNT OF THE FEE RECEIVED. ACCEPTANCE OF THIS REPORT CONSTITUTES ACCEPTANCE OF THESE TERMS.
21. IT IS EXPRESSLY UNDERSTOOD BY THE APPRAISER AND HEREBY DISSEMINATED TO THE CLIENT OR ANY APPROVED OR UNAPPROVED SUBSEQUENT USERS OR READERS OF THIS REPORT THAT THE APPRAISAL PROCESS IS NOT AN EXACTING SCIENCE. AS THE APPRAISAL PROCESS REQUIRES THE APPRAISER, AT SOME STAGES, TO UTILIZE HIS OR HER INDIVIDUAL JUDGEMENT, BASED ON EXPERTISE AND KNOWLEDGE OF THE MARKET AND ACCEPTED APPRAISAL PRACTICES, THE PROCESS IS CONSIDERED, IN PART, OPINION. PURE APPRAISAL PRACTICE DICTATES THAT VALUE ESTIMATES REPRESENT A RANGE OF VALUES, AND THAT PROVIDING THE CLIENT WITH AN EXACT VALUE AT WHICH THE PROPERTY WOULD SELL IS UNREASONABLE. THE RECONCILED MARKET VALUE OF THE SUBJECT THEREFORE REPRESENTS AN OPINION, BASED PRIMARILY UPON DATA PROVIDED TO THE APPRAISER BY THIRD PARTIES, AND WHICH IS RELIED UPON WITH REASONABLE RESPONSIBILITY FOR INFORMATION WHICH IS NOT FIRST-HAND.

CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this report. Fee charged is not contingent upon any pre-determined value estimate.
- My analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the Code of Ethics and Standards of Professional Practice and Conduct of the Appraisal Institute. I certify that I have personally prepared the analysis, conclusions, and opinions contained in this report.
- All decisions and judgments pertaining to the value of the property were formulated solely by the report signatory, Mr. Michael Odom. No other individuals provided significant professional assistance to the signatory unless otherwise noted.
- My value conclusions, as well as other opinions expressed herein, are not based on a requested minimum value, a specific value, or approval of a loan.
- This appraisal sets forth all of the assumptions and limiting conditions affecting the analyses, opinions, and conclusions contained in this report.
- The transfer and listing history of every sale used within the market approach has been researched. At a minimum, the twelve month period prior to the sale has been researched. Any and all transfers and listings occurring during this period are noted and discussed in the commentary associated with the respective sale. For comparable sales lacking such commentary, no transfers or listings were discovered for this time period.
- I have performed no other services pertaining to this property within the last three years.

- I certify that, to the best of my knowledge and belief my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board.
- All special and limiting conditions are as stated.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Odom", with a long horizontal stroke extending to the right.

Michael C. Odom
Georgia Certified General Appraiser 249179

CREDENTIALS & QUALIFICATION

Michael C. Odom

Georgia Certified General Appraiser 249179

Florida Certified General Appraiser RZ4170

www.odomappraisal.com

706.255.0659

General Appraisal Work Experience:

A licensed property appraiser since 2002, I founded Odom Real Estate Appraisal, Inc. in early 2008 as a full-service real property appraisal firm with a focus commercial and/or complex property valuation. As the president and chief appraiser I have amassed a diverse range of work experience, including but not limited to the following categories: eminent domain, partial interest appraisal (leasehold interests, sandwich positions, minority interests, etc.), conservation easement, contaminated property, courtroom testimony, historically significant property, going-concern, and otherwise unique or unusual property. Some of the property types appraised during this time include high rises, regional shopping centers, heavy manufacturing plants, hotels, funeral homes, fast-food restaurants, airport access land, senior housing, golf courses, automobile dealerships, carwashes, banks, churches, mobile home parks, service garages, recreational vehicle parks, landfills, recycling centers, poultry farms, orchard land, cropland, and mixed-use property, in addition to virtually all common commercial occupancies and commercial or residential project types. High profile clients of Odom Real Estate Appraisal include the NRCS (USDA) and the FDIC.

Conservation Easement Work Experience:

My work experience with conservation easement appraisal began in 2004 as co-signatory in the preparation of reports for the Farm & Ranchland Protection Program. Since this time I have completed at least 150 conservation easement appraisal assignments for clients ranging from private individuals to municipalities and non-profits. These reports have been prepared for federally-funded acquisition programs, for federal tax donation documentation, and for state tax credits applications. Likewise the reports have been subjected to scrutiny from a variety of state and federal reviewers. I have participated on at least 30 such reports that were federally reviewed in connection with programs including WRE, HFRP, ACUB, RCCP, and FRPP/ACEP-ALE. I am versed in with the Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book"), Federal Treasury Regulations, the mandates of the Georgia State Properties Commission, as well as USPAP. As shown on the following page, I completed the Appraisal Institute's conservation easement course and passed the proctored examination. An estimated one half or more of the conservation easement reports I have prepared have been used to claim federal income tax donations. The reports have included high profile clients and a number of multi-million dollar valuations. I have not been barred from testifying before the Internal Revenue Service or United States Tax Court.

Properties evaluated during this time include woodlands, pastoral lands, cropland, orchard land, wetlands, and coastal property. In accord with the highest and best use and available

data I routinely incorporate a variety of sophisticated methodologies including statistical regression, matched pairs, income modeling and direct (partial interest) sales comparisons.

Appraisal Education & General Education Credentials:

I am an alumnus of White County High School in Cleveland, Georgia, and recipient of the Presidential Scholar Award from the University of Georgia, where I received a BBA in Economics. Currently designated as a Certified General Appraiser (Georgia 249179), appraisal courses taken include topics such as income capitalization, industrial property valuation, foreclosure appraisal, construction details, the evolution of finance, conservation easement appraisal, appraisal theory, tax appeal, appraisal ethics, USPAP standards, and various others totaling more than 300 classroom credit hours. A list of courses completed is included on the following page.

In August of 2022 I presented a 1.0 hour lecture titled “Peculiarities and Misconceptions in Conservation Easement Appraisal” to a course sponsored by the Alabama/Mississippi chapter of the Appraisal Institute.

Partial Client List:

This list is comprised of clients and intended users of reports recently (no earlier than 2019) compiled primarily or solely by Michael Odom.

NRCS (U.S.D.A.)	Georgia DNR	Sam Nunn
The Conservation Fund	Tall Timbers Land Trust	City of Athens, GA
Athens Land Trust	University System of Ga.	Classic City Bank
Georgia Forestry Commission	Griffith Farms	American Pride Bank
Southeastern Trust for Parks & Land	Cadence Bank	Bank South
Regions Bank	The Commercial Bank	United Bank
AgSouth Farm Credit	Evans Farms	Oconee County, GA
Georgia Pecan Farms	Georgia United Credit Union	Northeast Georgia Bank
BM&K Construction and Engineering	Pearson Farms	TVA Credit Union
Peach State Bank	Legacy State Bank	Fidelity Title
Synovus Trust	Heritage Bank	Farmers & Merchants Bank

Appraisal Education Course Completion

8/19/2022: Conservation Easements: 2022 Updates on Legal, Appraisal, Accounting, and Ethical Issues. Sponsored by the Alabama/Mississippi chapter of the Appraisal Institute, I contributed a 1.0 hour lecture titled “Peculiarities and Misconceptions in Conservation Easement Appraisal”

Completion Date	School Name	Course Name	Course Details	
10/24/2023	MCKISSOCK, LLC	LIVE WEBINAR: LEARNING FROM THE MISTAKES OF OTHERS. APPRAISAL DISCIPLINARY CASE STUDIES	APPR_CE REIN_ED	3 3
10/23/2023	MCKISSOCK, LLC	THAT'S A VIOLATION	APPR_CE REIN_ED	4 4
10/19/2023	MCKISSOCK, LLC	2022-2023 7-HOUR NATIONAL USPAP COURSE (COMPUTER BASED)	APPR_CE REIN_ED USPAP	7 7 7
10/26/2022	MCKISSOCK, LLC	MARKET DISTURBANCES-APPRAISALS IN ATYPICAL MARKETS AND CYCLES	APPR_CE REIN_ED	3 3
10/25/2022	MCKISSOCK, LLC	2022-2023 7-HOUR NATIONAL USPAP COURSE (COMPUTER BASED)	APPR_CE REIN_ED USPAP	7 7 7
08/19/2022	THE ALABAMA MISSISSIPPI CHAPTER OF THE APPRAISAL INSTITUTE	CONSERVATION EASEMENTS: 2022 UPDATES ON LEGAL, APPRAISAL, ACCOUNTING AND ETHICAL ISSUE	APPR_CE REIN_ED	5 5
10/24/2021	MCKISSOCK, LLC	BEST PRACTICES FOR COMPLETING BIFURCATED AND HYBRID APPRAISALS	APPR_CE REIN_ED	3 3
10/15/2021	MCKISSOCK, LLC	INTRODUCTION TO COMMERCIAL APPRAISAL REVIEW	APPR_CE REIN_ED	7 7
08/17/2021	THE ALABAMA MISSISSIPPI CHAPTER OF THE APPRAISAL INSTITUTE	CONSERVATION EASEMENTS: LEGAL, APPRAISAL, ACCOUNTING, AND ETHICAL ISSUES-2021	APPR_CE REIN_ED	5 5
10/29/2020	MCKISSOCK, LLC	2020-2021 7-HOUR NATIONAL USPAP UPDATE COURSE	APPR_CE REIN_ED USPAP	7 7 7
10/25/2020	MCKISSOCK, LLC	LAND AND SITE VALUATION	APPR_CE REIN_ED	7 7
10/28/2019	MCKISSOCK, LLC	THE DIRTY DOZEN	APPR_CE REIN_ED	3 3

10/20/2019	MCKISSOCK, LLC	SUPERVISOR- TRAINEE COURSE	APPR_CE	4
			REIN_ED	4
			SUPV	4
10/13/2019	MCKISSOCK, LLC	2018-2019 7- HOUR USPAP UPDATE FOR NON-RESIDENTIAL PROPERTY	APPR_CE	7
			REIN_ED	7
			USPAP	7
08/24/2018	APPRAISAL INSTITUTE	UNIFORM APPRAISAL STANDARDS FOR FEDERAL LAND ACQUISITIONS	APPR_CE	15
			ELECT	15
			REIN_ED	15
10/25/2017	MCKISSOCK, LLC	2018-2019 7- HOUR NATIONAL USPAP UPDATE COURSE	APPR_CE	7
			REIN_ED	7
			USPAP	7
10/23/2017	MCKISSOCK, LLC	THE BASICS OF EXPERT WITNESS FOR COMMERCIAL APPRAISER	APPR_CE	7
			REIN_ED	7
10/26/2016	MCKISSOCK, LLC	ADVANCED HOTEL APPRAISING - FULL SERVICE HOTELS - ONLINE	APPR_CE	7
			REIN_ED	7
10/25/2016	MCKISSOCK, LLC	APPRAISAL OF SELF-STORAGE FACILITIES - ONLINE	APPR_CE	7
			REIN_ED	7
10/29/2015	MCKISSOCK, LLC	APPRAISAL OF LAND SUBJECT TO GROUND LEASES -	APPR_CE	7
			REIN_ED	33
10/28/2010	360TRAINING.COM, INC DBA VAN EDUCATION CENTER	7 HOUR NATIONAL USPAP	APPR_CE	7
			REIN_ED	7
			USPAP	7
09/21/2010	MCKISSOCK, LLC	AGANCY LAW - VIRTUAL CLASSROOM	APPR_CE	4
			REIN_ED	4
09/20/2010	MCKISSOCK, LLC	AD VALOREM TAX CONSULTATION	APPR_CE	3
			REIN_ED	3
10/29/2009	MCKISSOCK, LLC	THE DIRTY DOZEN - VIRTUAL CLASSROOM	APPR_CE	3
			REIN_ED	3
05/12/2014	MCKISSOCK, LLC	INTRODUCTION TO THE UNIFORM APPRAISAL DATA SET - ONLINE	APPR_CE	2
			REIN_ED	2
10/28/2009	MCKISSOCK, LLC	CONSTRUCTION DETAILS & TRENDS - VIRTUAL CLASSROOM COURS	APPR_CE	7
			REIN_ED	7
10/25/2008	GA MLS TRAINING INSTITUTE	2008-2009 7HR USPAP UPDATE (EQUIVALENT TO THE NATIONAL USPAP UPDATE COURSE)	APPR_CE	7
			USPAP	7

10/24/2008	GA MLS TRAINING INSTITUTE	ENVIRONMENTAL ISSUES	APPR_CE	3.5
10/20/2008	GA MLS TRAINING INSTITUTE	FORECLOSURES	APPR_CE	3.0
08/29/2007	AMERICA'S REAL ESTATE ACADEMY, INC.	RESIDENTIAL MARKET ANALYSIS AND HIGHEST & BEST USE	AC_200	15
			APPR_CE	15
			CG_PRE	15
			CR_PRE	15
			REIN_ED	15
07/17/2007	AMERICA'S REAL ESTATE ACADEMY, INC.	RESIDENTIAL SALES COMPARISON & INCOME APPROACH - PART 1	APPR_CE	15
			CG_PRE	15
			CR_PRE	15
			REIN_ED	15
02/27/2007	THE REAL ESTATE INFORMATION MANAGEMENT SCHOOL	CASE STUDIES IN CAPITALIZATION	APPR_CE	15
			CG_PRE	15
			CR_PRE	15
			REIN_ED	15
01/16/2007	THE REAL ESTATE INFORMATION MANAGEMENT SCHOOL	YIELD CAPITALIZATION	APPR_CE	15
			CG_PRE	15
			CR_PRE	15
			REIN_ED	15
10/23/2006	GA MLS TRAINING INSTITUTE	7 HOUR NATIONAL USPAP UPDATE COURSE 2006	APPR_CE	7
			REIN_ED	7
			USPAP	7
10/17/2006	THE REAL ESTATE INFORMATION MANAGEMENT SCHOOL	DIRECT CAPITALIZATION	APPR_CE	15
			CG_PRE	15
			CR_PRE	15
			REIN_ED	15
09/19/2006	THE REAL ESTATE INFORMATION MANAGEMENT SCHOOL	INTRODUCTION TO CAPITALIZATION	APPR_CE	15
			CG_PRE	15
			CR_PRE	15
			REIN_ED	15
10/27/2005	MCKISSOCK, LLC	INCOME CAPITALIZATION - VIRTUAL CLASSROOM	APPR_CE	7
			CG_PRE	7
			REIN_ED	7
10/26/2005	MCKISSOCK, LLC	APPRAISING FOR THE SECONDARY MARKET-VIRTUAL CLASSROOM	APPR_CE	7
			REIN_ED	7
10/27/2004	GA MLS TRAINING INSTITUTE	COMPUTAUGHT'S NATIONAL USPAP COURSE EQUIVALENT	APPR_CE	14
			REIN_ED	14
			USPAP	14
11/27/2001	NEGARA REAL ESTATE APPRAISAL SCHOOL	UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE	APPR_CE	15
11/14/2001	NEGARA REAL ESTATE APPRAISAL SCHOOL	"TANNIE MAE" GUIDELINES	APPR_CE	15
11/01/2001	NEGARA REAL ESTATE APPRAISAL SCHOOL	APPRAISAL PROCESS AND METHODS	APPR_CE	30
10/12/2001	NEGARA REAL ESTATE APPRAISAL SCHOOL	APPRAISAL THEORY AND APPLIED APPLICATIONS	APPR_CE	30

STATE OF GEORGIA APPRAISAL CERTIFICATION

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

MICHAEL C ODOM

249179

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEFF A. LAWSON
Vice Chairperson

JEANMARIE HOLMES
KEITH STONE
WILLIAM A. MURRAY

1275130257245530

MICHAEL C ODOM

249179
Status ACTIVE

END OF RENEWAL
10/31/2024

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1005



LYNN DEMPSEY
Real Estate Commissioner

1275130257245530

MICHAEL C ODOM

249179
Status ACTIVE

END OF RENEWAL
10/31/2024

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1005



LYNN DEMPSEY
Real Estate Commissioner

1275130257245530

ODOM, MICHAEL C
ODOM REAL ESTATE APPRAISAL
390 DUNCAN SPRINGS ROAD
ATHENS, GA 30606

**PARCEL SHEET for
 ENTITY APPLICATION for an AGRICULTURAL LAND EASEMENT (ALE)
 AGREEMENT**

Clear Form

Section A: Agreement and Entity Information			
1. This is a parcel sheet for an Entity application for an agricultural land easementⁱ under the: <i>(Select only one)</i> <input type="radio"/> Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) <input type="radio"/> 2014 Farm Bill Regional Conservation Partnership Program (RCPP) Agreement – ACEP-ALE			
2. Associated ALE-Agreement Type: (Select Only One) <input type="radio"/> Cooperative Agreement <i>(all eligible entity types)</i> <input type="radio"/> Grant Agreement <i>(certified entities only)</i> <input type="radio"/> Program Agreement <i>(all eligible entity types)</i>	3. Enrollment Type: (Select only one) <input type="radio"/> General ALE <input type="radio"/> Grassland of Special Environmental Significance (GSS)	4. Transaction Type: (Select only one) <input type="radio"/> Standard ALE Transaction <input type="radio"/> Pre-closing Buy-Protect-Sell Transaction* <input type="radio"/> Post-closing Buy-Protect-Sell Transaction* <i>*ALE cooperative or grant agreements may only have 1 associated parcel sheet for a buy-protect-sell transaction and must include all information required by the buy-protect-sell supplement to the application.</i>	
5. Application Date:	6. State	7. Is this a substitute parcel?	<input type="radio"/> Yes <input type="radio"/> No
8. Name – Applicant Eligible Entity:			
9. Email – Applicant Eligible Entity:		10. Telephone – Applicant Eligible Entity:	
11. Attached to ACEP Entity Application Number: <div style="text-align: center; color: #cccccc;">AGENCY USE</div>		12. ACEP Parcel Number: AGENCY USE	

Section B: Landowner ⁱⁱ Information																									
1. What evidence of ownership are you providing? (Select all that apply) <i>Attach the property deed or written purchase agreement to this parcel sheet.</i>		<input type="checkbox"/> Property Deed <input type="checkbox"/> Current Written Purchase Agreement																							
2. Name – Parcel Landowner – Primary Contact (must be a landowner listed on attached ownership document) <hr/> <i>(Landowner identified here will serve as primary landowner contact and signatory to this application; signature of application by other listed landowners is optional)</i>	3. Tax ID Number – Parcel Landowner (Primary Contact)	4. Telephone – Parcel Landowner (Primary Contact):																							
5. Address – Parcel Landowner (Primary Contact):	6. Email – Parcel Landowner (Primary Contact):																								
7. Identify all other landowners of record as stated on the most current evidence of ownership document. <i>Enter the legal name as listed on the evidence of ownership document and the tax identification number of each individual or legal entity (Corporation, Limited Liability Company, Partnership, Trust, etc.) that is a landowner. Attach additional sheets as needed.</i>																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Enter Name of Individual or Legal Entity</th> <th colspan="2" style="text-align: center;">Check Appropriate Box</th> <th rowspan="2" style="text-align: center;">Enter Tax ID Number</th> </tr> <tr> <th style="text-align: center;">Individual</th> <th style="text-align: center;">Legal Entity</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Landowner Name:</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td style="padding: 2px;">TAX ID:</td> </tr> <tr> <td style="padding: 2px;">Landowner Name:</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td style="padding: 2px;">TAX ID:</td> </tr> <tr> <td style="padding: 2px;">Landowner Name:</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td style="padding: 2px;">TAX ID:</td> </tr> <tr> <td style="padding: 2px;">Landowner Name:</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td style="padding: 2px;">TAX ID:</td> </tr> </tbody> </table>	Enter Name of Individual or Legal Entity	Check Appropriate Box		Enter Tax ID Number	Individual	Legal Entity	Landowner Name:	<input type="radio"/>	<input type="radio"/>	TAX ID:	Landowner Name:	<input type="radio"/>	<input type="radio"/>	TAX ID:	Landowner Name:	<input type="radio"/>	<input type="radio"/>	TAX ID:	Landowner Name:	<input type="radio"/>	<input type="radio"/>	TAX ID:			
Enter Name of Individual or Legal Entity		Check Appropriate Box			Enter Tax ID Number																				
	Individual	Legal Entity																							
Landowner Name:	<input type="radio"/>	<input type="radio"/>	TAX ID:																						
Landowner Name:	<input type="radio"/>	<input type="radio"/>	TAX ID:																						
Landowner Name:	<input type="radio"/>	<input type="radio"/>	TAX ID:																						
Landowner Name:	<input type="radio"/>	<input type="radio"/>	TAX ID:																						

8. Do all the landowners have farm records established with the appropriate USDA service center agency? <i>If no, they must be established for each landowner with the appropriate USDA service center agency prior to submitting this application.</i>	<input type="radio"/> Yes	<input type="radio"/> No
9. Do the landowners of this parcel meet the criteria for any of the following categories? (Check all that apply) <i>Please note that providing this information is voluntary and will not be used when reviewing this application or determining whether the landowners meet the ACEP Landowner eligibility requirements.</i>		
<input type="checkbox"/> Limited-Resource Farmer or Rancher ⁱⁱⁱ	<input type="checkbox"/> Socially Disadvantaged Farmer or Rancher ^v	
<input type="checkbox"/> Beginning Farmer or Rancher ^{iv}	<input type="checkbox"/> Veteran Farmer or Rancher ^{vi}	
<input type="checkbox"/> Not Applicable		
<i>Definitions are provided in footnotes below. More information is available at: http://www.lrftool.sc.egov.usda.gov/</i>		

Section C: Parcel^{vii} Eligibility and Land Use Information

1. Parcel Location - Farm and Tract Number, Legal Description, or Parcel Longitude and Latitude: (attach a map or provide a GIS shapefile of the location and offered area)		
2. Parcel Physical Address: (if different from address of Parcel Landowner – Primary Contact provided in Section B, Box 5 above)		
3. The land^{viii} offered under this parcel sheet is: (Select one) <input type="radio"/> Private Land <input type="radio"/> Tribal, Allotted, Ceded, or Indian Land	4. Parcel Offered Acres: (must be supported by evidence of ownership)	
5. Land Eligibility Category for Parcel: (Select only one) <input type="radio"/> Has prime, unique, or other productive soil (as identified in Web Soil Survey) <i>Percent of parcel that is prime, unique, or other productive soil: _____ %</i> <input type="radio"/> Contains historical or archaeological resources <input type="radio"/> Protects grazing uses and related conservation values <input type="radio"/> Furthers a State or local government policy consistent with the purposes of the ACEP. <i>Cite the State or local government policy consistent with the ACEP: _____</i>		
6. Is the land being offered for enrollment: (Select all that apply) <input type="checkbox"/> Cropland <input type="checkbox"/> Rangeland <input type="checkbox"/> Pastureland <input type="checkbox"/> Grassland or land that contains forbs <input type="checkbox"/> Shrubland for which grazing is the predominant use <input type="checkbox"/> Located in an area that has been historically dominated by grass land, forbs, or shrubs and could provide habitat for animal or plant populations of significant ecological value <input type="checkbox"/> Nonindustrial private forest land that contributes to the economic viability of an offered parcel or serves as a buffer to protect such land from development. <i>Identify percent: _____ %</i>		
7. Is this parcel subject to a written pending offer^{ix} for purchase of an agricultural land easement by the Eligible Entity? <i>Attach the pending offer for purchase of an agricultural land easement to this parcel sheet. Not applicable for buy-protect-sell transactions.</i>	<input type="radio"/> Yes	<input type="radio"/> No
8. Is any portion of the parcel subject to an easement or deed restriction which provides similar protection as would be provided by enrollment in ACEP-ALE? <i>Provide NRCS a copy of most recent title report or title commitment, if available at the time of application.</i>	<input type="radio"/> Yes	<input type="radio"/> No
9. Is there any portion of the Parcel where the purposes of ACEP would be undermined due to title issues or onsite or offsite conditions, such as risk of hazardous materials, permitted or existing rights of way, infrastructure development, mineral development, or adjacent land uses? If yes, provide NRCS a copy of existing reports or documentation identifying issues.	<input type="radio"/> Yes	<input type="radio"/> No
10. Is the entire parcel accessible from a public road or is there an insurable, unconditional, and transferable legal right of recorded access for the term of the easement? <i>Attach map showing access from a public road or evidence of insurable, unconditional, and transferable legal right of recorded access.</i>	<input type="radio"/> Yes	<input type="radio"/> No

Section D: Easement Value and Compensation Costs and Non-Federal Share Information <i>These values may be estimates, subject to the final values being determined by an NRCS-approved appraisal report or easement valuation methodology.</i>		
1. Easement Value and Compensation Costs		
A. Estimated Fair Market Value of the ALE	\$	1300000
B. Estimated Eligible Entity Cash Contribution ^x - for payment of easement compensation to the landowner (<i>excluding Landowner Donations</i>)	\$	220000
C. Requested Federal Share for the ALE • General ALE: Federal Share cannot exceed 50% of Item A • ACEP-ALE-GSS: Federal Share cannot exceed 75% of Item A	\$	440000
D. Estimated Purchase Price ^{xi} of the ALE ($D = B + C$)	\$	660000
E. Estimated Landowner Donation toward easement value ^{xii} (generally, $E = A - D$)	\$	220000
F. Remaining Non-Federal Share needed to meet minimum requirement • General ALE: ($F = C - (B+E)$) • ACEP-ALE-GSS: ($F = (A-C) - (B+E)$) (If Item (F) ≤ \$0, enter \$0 here, do not complete Boxes 2 and 3, proceed directly to Box 4. If Item (F) > \$0, enter the amount of Item (F) here and complete Boxes 2, 3, and 4 as instructed below)	\$	0
2. Easement Acquisition Related Costs: If Item (F) above is greater than \$0 ($F > \0), enter the amounts that qualify for inclusion in the calculation of the non-Federal share for the items listed in (G) below as needed to meet the remaining non-Federal share amount in Item (F). • If the total of any amounts entered in Items (G) below are at least equal to the amount in Item (F) above ($G \geq F$), proceed directly to Box 4. • If the total of the amounts entered in Items (G) below are insufficient to meet remaining minimum non-Federal share amount shown in Item (F) above ($G < F$), complete Boxes 3 and 4 as instructed.		
G. Estimated Procured Costs to be Paid by the Eligible Entity to a Third Party^{xiii} for the following items: (Do not include amounts paid by the Landowner for the below listed items)		
G1. Appraisal	\$	
G2. Easement Boundary Survey	\$	
G3. Phase-I Environmental Site Assessment	\$	
G4. Title Commitments/Reports	\$	
G5. Title Insurance	\$	
G6: Closing Costs	\$	
3. Easement Stewardship Costs: Enter an amount for Item (H) below only if the total of the amounts entered for Items (G(1) through G(6)) above are less than the amount in Item (F) above (if total of $G < F$), enter amount for Item (H) below		
H. Stewardship and Monitoring Costs provided by Entity (<i>limited to 2% of A</i>) (Do not include amounts paid by the Landowner this item)	\$	
4. Total Non-Federal Share: (Box 1, Items (B+E), plus total amounts in Boxes 2 and 3, if entered) • General ALE: Total Non-Federal Share (Item (I) below) must be equal to or greater than the Federal Share (Item (C) above); ($I \geq C$) • ACEP-ALE-GSS: Total Non-Federal Share (Item (I) below) must be equal to or greater than the difference between the Estimated Fair Market Value of the ALE (Item (A) above) minus the Federal Share (Item (C) above); $I \geq (A-C)$		
I. Total Non-Federal Share: ($I = (B+E) + \text{if entered } (G + H)$)	\$	440000
5. Eligible entity intends to provide at least 10 percent of the fair market value of the agricultural land easement in the form of a cash contribution for payment of easement compensation to the landowner (Box 1, Item (B) above)? If no, eligible entity must provide evidence as requested by NRCS of its ability to steward and monitor the parcel	<input type="radio"/> Yes	<input type="radio"/> No

Section E: Roles, Contributions, and Distributions <i>(Provide the name and corresponding role of each legal entity that will be identified in the agricultural land easement deed, attach additional pages as needed)</i>			
1. Name of Entity <i>(See signature sections below for Entity signature requirements)</i>	2. Role of Entity • Identify each entity as one of the following: - Eligible Entity - Co-holder - Third-Party Right Holder	3. Contribution: Estimated Entity Cash Contribution • May be provided by any legal entity role identified in this Section • Total must equal Box 1, Item (B) above	4. Distribution: Estimated Federal Share to be paid to an Eligible Entity • Federal share may only be paid to an Eligible Entity • Total must equal Box 1, Item (C) above
		\$	\$
		\$	\$
		\$	\$
		\$	\$

The Terms and Certifications below are applicable to applications for all ACEP-ALE Agreement Types:

The Landowner agrees that it is signing this application in furtherance of the Entity's application to participate in the Agricultural Land Easement (ALE) component of the Agricultural Conservation Easement Program (ACEP). The Entity becomes a "Participant" in ACEP only if NRCS enters into an ALE-agreement with the Entity to provide cost-share assistance for the purchase of agricultural land easements, which may include the offered parcel. However, nothing in this application obligates the United States or the Entity to purchase all or any of the agricultural land easements listed on the Parcel Sheets attached to Entity's application including this parcel. To identify and differentiate roles and responsibilities under ACEP should the application be funded, the undersigned Entity shall hereafter be referred to as a "Participant" and Landowners shall hereafter be referred to as "Landowners." The Participants and Landowners understand that unless an Entity is certified by NRCS, acquiring an agricultural land easement prior to approval of the agricultural land easement deed, appraisal, title, and other due diligence causes the agricultural land easement to be ineligible for ACEP cost-share assistance. An Entity may only be certified by the Chief of NRCS.

The Participants and Landowners acknowledge that highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for all landowners are on file with the appropriate USDA service center agency and are up to date. The Landowner must complete and file Form CCC-901, "Member's Information," or its equivalent, if the Landowner is classified as a legal entity or joint operation by the U.S. Department of Agriculture (USDA) under 7 CFR Part 1400. The Farm Service Agency (FSA) must be timely notified in writing of any changes to the member's information provided, including changes in membership due to death or otherwise as provided in 7 CFR Part 1400.

It is the responsibility of the Participants and Landowners to provide accurate data to support all items addressed in this application at the request of NRCS. Participants and Landowners acknowledge that NRCS is relying upon the veracity of the information submitted for purposes of awarding Federal funds and that the submittal of false information may be subject to criminal or civil fraud statutes.

APPLICANT ELIGIBLE ENTITY CERTIFICATION AND SIGNATURES: <i>Applicant Eligible Entity identified in Section A must complete the following section</i>	Check Each Box
I certify that the Applicant Eligible Entity has the resources necessary to acquire, monitor, manage, and enforce the easement being applied for and acknowledge that additional documentation to substantiate this may be required to receive Federal cost-share assistance.	<input type="checkbox"/>
I have received and reviewed a copy of the required ALE-Agreement and associated attachments and understand that the terms of the agricultural land easement deed must address the provisions required as a condition of participation in ACEP-ALE as identified in the ALE-agreement.	<input type="checkbox"/>
Signature of Applicant Eligible Entity Authorized Representative	Date

PARCEL LANDOWNER ACKNOWLEDGEMENTS AND SIGNATURES: <i>Parcel Landowner (Primary Contact) identified in Section B, Box 2, must complete the following section</i>	Check Each Box
I, Landowner, am aware that the United States has requirements that must be addressed in the agricultural land easement deed as a condition of providing Federal funds for the acquisition of the easement. I have received a copy of the United States required deed terms and conditions.	<input type="checkbox"/>
<i>Initial this box if the Parcel Landowner (Primary Contact) identified in Section B2 is a legal entity:</i> I am authorized to sign this application and agree to provide the documents necessary to prove this authority as requested by NRCS.	<input type="checkbox"/>
Signature of Authorized Parcel Landowner (Primary Contact)	Date

SIGNATURES OF OTHER LANDOWNERS OF RECORD <i>(Signature of parcel sheet by other landowners identified in Section B, Box 7 is optional; attach additional pages as needed)</i>	
(Optional) Landowner Signature	Date
(Optional) Landowner Signature	Date
(Optional) Landowner Signature	Date
(Optional) Landowner Signature	Date

CO-HOLDER and THIRD-PARTY RIGHT HOLDER SIGNATURES (FOR PROGRAM AGREEMENTS ONLY): <i>Signatures below are only required if Program Agreement Option is selected in Section A, Box 3 (attach additional pages as needed)</i>	
(Required) Signature of Co-Holder Legal Entity Authorized Representative	Date
(Required) Signature of Co-Holder Legal Entity Authorized Representative	Date
(Optional) Signature of Third-Party Holder Legal Entity Authorized Representative	Date
(Optional) Signature of Third-Party Holder Legal Entity Authorized Representative	Date

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

- i. **Agricultural land easement** means an easement or other interest in eligible land that is conveyed for the purposes of protecting natural resources and the agricultural nature of the land and of promoting agricultural viability for future generations, and permits the Landowner the right to continue agricultural production and related uses subject to the terms of the easement.
- ii. **Landowner** means a person, legal entity, or Indian Tribe having legal ownership of land and those who may be buying eligible land under a purchase agreement. The term Landowner may include all forms of collective ownership including joint tenants, tenants-in-common, and includes heirs, successors, assigns, and anyone claiming under them. State governments, local governments, and nongovernmental organizations that qualify as eligible entities are not eligible as landowners.
- iii. **Limited Resource Farmer or Rancher** means either: (1)(i) A person with direct or indirect gross farm sales not more than the current indexed value in each of the previous two fiscal years (adjusted for inflation using Prices Paid by Farmer Index as compiled by National Agricultural Statistical Service), and (ii) Has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years (to be determined annually using Commerce Department Data); or (2) A legal entity or joint operation if all individual members independently qualify under paragraph (1). A legal entity or joint operation if all individual members independently qualify under paragraph (1) of this definition. A Self-Determination Tool is available to the public and may be completed online or printed and completed hardcopy at: <http://www.lfrootool.sc.egov.usda.gov/>
- iv. **Beginning Farmer or Rancher** means an individual, person, Indian Tribe, Tribal corporation, or legal entity who—
- (1) Has not operated a farm or ranch, or nonindustrialized private forest land (NIPF), or who has operated a farm or ranch or NIPF for not more than 10 consecutive years. This requirement applies to all members of an entity who will materially and substantially participate in the operation of the farm, ranch, or NIPF.
 - (2) In the case of an individual, individually, or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm, ranch, or NIPF consistent with the practices in the county or State where the farm is located.
 - (3) In the case of a legal entity or joint operation, all members must materially and substantially participate in the operation of the farm, ranch, or NIPF. Material and substantial participation requires that each of the members provide some amount of the management or labor and management necessary for day-to-day activities, such that if each of the members did not provide these inputs, operation of the farm, ranch, or NIPF would be seriously impaired.
- v. **Socially Disadvantaged Farmer or Rancher** means a producer who is a member of a group whose members have been subjected to racial or ethnic prejudices without regard to its members' individual qualities. For a legal entity, at least 50 percent ownership in the legal entity must be held by socially disadvantaged individuals. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities. These groups consist of the following:
- American Indians or Alaska Natives
 - Asians
 - Blacks or African Americans
 - Native Hawaiians or other Pacific Islanders
 - Hispanics.
- Note: Gender alone is not a covered group for the purposes of NRCS conservation programs. The term entities reflect a broad interpretation to include partnerships, couples, legal entities, etc.
- vi. **Veteran Farmer or Rancher** - means a producer who served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve components thereof; was released from the service under conditions other than dishonorable, and—
- Has not operated a farm or ranch; or has operated a farm or ranch for not more than 10 consecutive years; or
 - Who first obtained status as a veteran during the most recent 10-year period.
- A legal entity or joint operation can be a veteran farmer or rancher only if all individual members independently qualify.
- vii. **Parcel** means a farm or ranch submitted for consideration for funding under ACEP-ALE.
- viii. **Land** The Secretary may not use ACEP funds for the purposes of acquiring an easement on lands owned by an agency of the United States, other than land held in trust for Indian Tribes; or lands owned in fee title by a State, including an agency or a subdivision of a State, or a unit of local government. Such lands are ineligible for ACEP.
- ix. **Pending offer** means a written bid, contract, or option between a Landowner and an Eligible Entity for the acquisition of an agricultural conservation easement in perpetuity, or for the maximum duration allowed by State law, before the legal title to these rights has been conveyed for the purposes of protecting: (1) the agricultural use and future viability, and related conservation values, of eligible land by limiting nonagricultural uses of that land; or (2) grazing uses and related conservation values by restoring or conserving eligible land.
- x. **Eligible Entity cash contribution** means the amount provided by the entity for payment of easement compensation to the landowner and may include all sources of funds used to make such payment other than any funds provided by the landowner or the Federal share provided under ACEP. This amount does not include any other costs (administrative, planning, stewardship, etc...) or nonmonetary items (in-kind activities, land from another parcel, etc...)
- xi. **Purchase price** means the fair market value of the agricultural land easement as determined by an NRCS-approved methodology, minus the Landowner donation toward easement value.
- xii. **Landowner Donation toward easement value** may include or a qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) or a charitable donation. Landowners shall not donate any part of Federal share or Eligible Entity cash contribution back to the Eligible Entity as a condition of purchase or closing.
- xiii. **Procured costs paid by the eligible entity to a third-party** for the following items: an appraisal, legal boundary survey of the easement area, full phase-I environmental site assessment that meets the requirements of 40 CFR Part 312, title commitment or report, title insurance, or closing cost. The procured report or service meet the NRCS standards or requirements as identified in the ALE-agreement in order to be relied upon as a component of the non-Federal share. This amount may not include any amounts provided by the landowner used to procure these items.



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

National EMS Ambulance Agreement

Background/History/Details:

The previous agreement that the county had with National EMS had several amendments added to it over the years. With the addition of the 12 hour ambulance that was added July 1, 2024 all parties thought it was in the best interest to create a new agreement for the current operation.

What action are you seeking from the Board of Commissioners?

Motion to ratify the agreement for paramedic ambulance services and the non-appropriation addendum as presented.

If this item requires funding, please describe:

Yes; General Fund

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

AGREEMENT FOR PARAMEDIC AMBULANCE SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2024 between the Board of Commissioners of Morgan County, Georgia ("County") and National Emergency Medical Services, Inc. a Georgia corporation ("Contractor").

RECITALS

WHEREAS, within County, there is a public health and safety need for emergency medical services. It is in the best interests of the community and the citizens of County that such emergency medical services be provided on a comprehensive basis, starting with the care at the scene of an incident and continuing through stabilization, transportation, and hospitalization of the patient;

WHEREAS, County wishes to continue its commitment to ensure that its citizens and visitors receive high-quality emergency medical services;

WHEREAS, County has decided to contract with an ambulance service provider to ensure that response time performance and clinical care are maintained or enhanced and

WHEREAS, National Emergency Medical Services, Inc., whose office is located at 1060 Culpepper Drive, Conyers, Georgia 30094, is qualified and licensed to provide emergency medical services.

AGREEMENT

NOW THEREFORE, County and Contractor, for the consideration contained herein and under the conditions set forth, do agree as follows:

1. Services to Be Provided By Contractor

- a. Contractor for County's paramedic ambulance services shall provide emergency response and ambulance service within County, 24 hours per day, 365 days per year, for 100% of the time that this Agreement is in effect.
- b. Contractor will be responsible for responding to all requests for emergency ambulance services for those calls origination through 9-1-1, other listed phone numbers, public safety agencies, or other means of access.
- c. Contractor shall furnish, operate, maintain, and replace, as necessary, any and all items of equipment, apparatus and supplies as may be necessary to fulfill its obligations under this Agreement.
- d. Contractor is responsible for providing all staffing for ambulance medical response and transportation services, quality improvement, and training, operations, billing, and collection activities, fleet maintenance, and support services.
- e. Contractor is responsible for all activities and operational procedures required to comply with the provisions of this Agreement and shall include but not be limited to the following:

- (1) Operate an ambulance service in order to meet all clinical standards in a professional manner, including:
 - (i) Employ and supervise all medical personnel, including EMT's, Paramedics, etc;
 - (ii) Provide for continuing education and in-service training;
 - (iii) Ensure courteous and professional conduct of all Contractor employees; and
 - (iv) Actively participate and collect necessary data and pre-hospital patient care records for quality assurance and system monitoring.

- (2) Operate an ambulance service in order to meet all operational and response time standards including responding to Priority 1 (life-threatening emergencies) within 9 minutes, 59 seconds at a minimum of 90% of the time. Exceptions to this minimum response time standard are:
 - (a) Cases of disaster;
 - (b) Extreme weather which includes hazardous conditions produced by thunderstorms, hurricanes, tornadoes, large hail, flooding and flash flooding, and winter storms associated with freezing rain, sleet, snow, and strong winds;
 - (c) Cancelled calls;
 - (d) Service requests received outside of Contractor's service area;
 - (e) When incorrect information is received from 911;
 - (f) Contractor's ambulances are unable to immediately respond due to hospital bed delays (wall time);
 - (g) When Contractor is the second unit responding to a service request, provided that, if Contractor was dispatched, Contractor's first unit responded to the service request within the applicable response time or Contractor was not the first Ambulance Service dispatched to the service request;
 - (h) If normal access to the response area is obstructed or denied and if Provider was not notified of such obstruction by the Georgia Department of Transportation, Morgan County Department of Transportation or other public notice (including the inability to cross a bridge, train tracks, or highway, road closure, or similar situation);
 - (i) Other exception requested and approved by County; or
 - (j) As required by state or federal law.

- (ii) Maintain appropriate deployment and staffing levels in order to comply with the specified response times;
 - (iii) Routinely schedule and staff a minimum of two (2) advanced life support ambulances twenty-four (24) hours and one (1) advanced life support ambulance twelve (12) hours a day;
 - (iv) Suspend all out-of-county and non-emergency responses to maintain adequate emergency response capability within County; ensuring that not more than 1 advanced life support ambulance is assigned to a mutual aid, inter-facility transfer, hospital discharge, or other non-emergency ambulance transport at any given time.
 - (v) Route all requests for non-emergency and emergency services for ambulance transport for inter-facility transfer, hospital discharge, or other transport services through the Morgan County 911 center.
 - (vi) Staff additional ambulances during peak hours solely at Contractor's expense; and
 - (vii) Maintain all necessary and appropriate state and local vehicle permits and personnel licenses and certification.
- (3) Maintain adequate support services to comply with Agreement provisions including the following:
- (i) Provide all vehicles and equipment necessary to operate an advanced life support ambulance service;
 - (ii) Provide all maintenance of vehicles and equipment;
 - (iii) Provide all medical and vehicle supplies necessary to maintain uninterrupted provision of services required under this Agreement;
 - (iv) Provide and maintain adequate financial systems that include appropriate processes to collect from third party payers; and
 - (v) Secure and maintain all malpractice liability, and vehicle insurance.
- (4) Provide additional services and support to County including:
- (i) Maintain a good working relationship with other organizations involved in the emergency medical service system, including fire agencies, law enforcement agencies, County, and Morgan County EOC;
 - (ii) Support and maintain mutual aid agreements with surrounding jurisdictions for periods of system overload and disaster situations;

- (iii) Purchases specified emergency medical supplies for Fire Services and the Sheriff's Office;
 - (iv) Annually, make available to the Morgan County EOC Emergency Medical Dispatch training for new dispatchers;
 - (v) Make available to fire personnel, re-certification courses for EMTs; and
 - (vi) Continue to maintain the Disaster HazMat Unit for County.
- (5) Facilitate Contract administration by County by:
- (i) Providing quarterly reports to the Board of Commissioners on all Morgan County emergency responses covered by this Agreement; and
 - (ii) Prepare and provide to the Board of Commissioners an annual management report.

2. Services to Be Provided By County

- a. Direct dispatch of ambulances for all emergency medical requests received through the Morgan County EOC and 9-1-1 system;
- b. Contract administration through the Conyers office;
- c. Provide diesel fuel and gasoline at County's cost, but only for Contractor's operations in Morgan County as set forth in this Agreement. Nothing herein is intended to allow Contractor to use fuel provided at County's cost for anything other than Contractor's operations in Morgan County;
- d. Provide space at a County facility or facilities designated by County to house EMS units; and
- e. Provide portable radios for each member of the ambulance and 2 spare portable radios for the use of the administration for National EMS.

3. Compensation

- a. Customary Fees-For Service: Contractor's primary source of compensation will be from the fees and charges for ambulance services. Contractor shall seek reimbursement from insurance companies, other third party payers, and the patients for services rendered under this agreement.
- (1) Fees and charges for ambulance services covered under this Agreement will be competitive with other similar services. The rates will be available for review by the Board of Commissioners and the public.

- (2) Contractor will include in its Management report, at a minimum of every second year, a comparison of charges and subsidies in other jurisdictions similar to Morgan County's service.
- b. **County Compensation:** In addition to those fees for service in subsection a. above, and in consideration for the enhanced services provided under this Agreement, and as partial reimbursement for uncompensated care, County will pay Contractor \$564,238.00 annually, as follows:
 - (1) These payments will be made in four (4) equal quarterly installments of \$141,059.50. The first quarterly payment shall be made on the first day of the month in which this Agreement is in force. If payment is not received by the fifteenth (15th) of the month in the quarter in which the payment is due, the payment shall be delinquent, and Contractor may assess County a penalty in the amount of two percent (2%) per month on the principal amount owing;
 - (2) Contractor warrants that the amount specified herein constitutes its reasonable cost of providing the services required hereunder.
- c. **Exclusivity:** To the extent allowed by law, County grants Contractor the exclusive right to all calls for Emergency and Non-emergency Medical Services originating in County. County shall utilize Contractor exclusively for the provision of emergency medical services for all requests to the Morgan County EOC originating in County, provided that said requests come through County 911 system.
- d. **Earned Extension Rights:** By furnishing services at a level exceeding the requirements of this Agreement, Contractor may earn certain rights to extensions to this Agreement.
- e. **Freedom to Compete in Market:** Contractor shall be able to compete freely in the Morgan County market for medical transportation and other services. Contractor will not be limited from using factors of production used to meet the requirements of this agreement to provide these services, so long as Contractor complies with the minimum requirements and obligations to County under this agreement.

4. Term, Renewal, and Termination

- a. **Term:** The services to be provided under the terms of this Agreement shall begin at 12:01A.M. the 1st day of July, 2024 and shall be for a period of three (3) years, ending no later than 12:00 A.M., the 31st day of June, 2027.
- b. **Earned Extension:** Upon the endorsement of County Manager that Contractor's performance has met the requirements defined herein, and absent an objection from the Board of Commissioners, Contractor shall earn an additional two-year extension of this agreement.
- c. **Subsequent Extensions:** After the first three-year term and earned two-year extension, if applicable, this Agreement will be renewed annually unless either party provides notice of its intent not to renew this Agreement. This notice shall be provided by either party no earlier

than six months no later than 120 days prior to the expiration of the Agreement term or any renewal thereof.

- d. **Termination for Breach:** In addition to all other rights and remedies that either party may have in law or in equity, this Agreement may be terminated by either party for a material breach of the other party, if such breach is not cured after notice and the opportunity to cure is given in the manner provided in Paragraph 4.f. of this agreement.
- e. **Material Breach:** The following conditions and circumstances shall constitute a material breach of this Agreement:
 - (1) As to Contractor, Contractor's operation of an ambulance service in a manner which does not comply with the provisions of this Agreement including a repeated failure to meet response time requirements (measured on a monthly and county wide basis) and failure to deliver the specified level of care.
 - (2) As to County, failure of County to make the payments to Contractor described in Paragraph 3.b.(1) of this Agreement for a period of ninety (90) days.
 - (3) As to either party, material failure to comply with any other term or condition of this Agreement.
- f. **Notice and Opportunity to Cure:** Prior to terminating this Agreement because of material breach, as defined in Paragraph 4.e. of this Agreement, each party shall be required to provide 60 days notice of its intent to terminate this Agreement, and the party receiving the notice has an opportunity to cure the material breach within the first 45 days of that 60 day period. In the event the party receiving the notice shall have promptly and diligently commenced its efforts to cure the breach, upon a written request explaining why the alleged breach cannot be cured within the 45 day period, the party receiving notice may request an extension of the 45 day period. Such request shall explain why the alleged breach cannot, with the exercise of reasonable diligence, be cured within such period, and approval of the extension shall not be unreasonably denied.

5. Indemnity

- a. Contractor and County agree that Contractor shall indemnify, defend, and hold harmless County, its officers and personnel, from any and all claims for injuries for damage to persons and/or property which result from the negligent or willful acts or omissions of Contractor, or its officers, agents and/or personnel. Contractor and County further agree and County shall indemnify, defend, and hold harmless Contractor, its officers and personnel, from any and all claims for injuries or damages to persons and/or property which only result from the sole negligent or willful acts or omissions of County, or its officers, agents and/or personnel. Nothing contained herein is intended as a waiver of County's immunity from suit under law.

6. Miscellaneous Provisions

- a. Independent Contractor: Contractor agrees that it is an independent contractor and that its officers and employees do not become employees of County nor are they entitled to any employee's benefits as County employees as a result of the execution of this Agreement.
- b. Assignment: Contractor shall not assign or transfer any interest in this Agreement without first obtaining the written consent of County, which consent shall not be unreasonably withheld.
- c. Audits and Inspections: At any time during business hours and as often as may reasonably be necessary, County representatives may observe the office and operations of Contractor, and Contractor shall make available for inspection any and all business records, including data specific to the Contract with County in Contractor's possession, custody, or control related to its performance under this Agreement. All such data is subject to any applicable laws or regulation regarding patient confidentiality.
- d. Notice of Adverse Financial Condition: Contractor shall notify County in writing within five (5) calendar days of the occurrence of any of the following events:
 - (1) The subjection of any right or interest of Contractor in any property owned and used by Contractor to carry out its obligations under this Agreement, to attachment, execution, or other levy, or to seizure under legal process, if not released within thirty (30) days therefrom;
 - (2) The appointment of a receiver to take possession of the business of Contractor; or
 - (3) An assignment for the benefit of creditors or the filing of a voluntary or involuntary petition in bankruptcy, by or against Contractor.
- e. Insurance Indemnity Provisions: Prior to the time that the Agreement is executed, Contractor shall procure, pay for, and maintain the minimum insurance coverages required by State law or regulation for ambulance services. Said insurance shall be evidenced by delivery to County of: Certificates of insurance executed by financially stable insurance carrier(s) and listing coverages and limits, expiration dates and terms of policies, and listing all carriers issuing or reinsuring said policies.
- f. Alteration of Agreement: This Agreement constitutes the entire agreement between the parties with respect to the matters herein discussed and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto.
- g. Compliance with Applicable Laws: All services to be performed by either party pursuant to this agreement shall be in accordance with all applicable federal, state, county, and municipal laws, ordinances and regulations.

- h. Notice: Any notice, request, demand or other communications required or permitted hereunder shall be deemed to be the properly given when deposited in the United States mail; postage prepaid, or when deposited by facsimile for transmittal, address:

Morgan County Board of Commissioners
Attn: County Manager
150 East Washington Street
Madison, GA. 30650
706-342-0725
706-342-6405 fax

National EMS, Inc.
1060 Culpepper Drive
Conyers, GA 30094
770-922-9578
770-483-3759 fax

- i. Controlling Law: This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. Venue for any litigation arising out of this Agreement shall be in the Superior Court of Morgan County.

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

Morgan County:

National Emergency Medical Services, Inc.

Bill Kurtz, Chairman
Morgan County Board of Commissioners

Phil Koster, Regional President

Adam Mestres, County Manager

John Bandzul, Vice President of Operations

ADDENDUM TO CONTRACT

STATE OF GEORGIA
COUNTY OF MORGAN

DEFINITIONS

1. County: Morgan County, by and through its duly elected Board of Commissioners
2. Vendor: National Emergency Medical Services, Inc.
3. Contract: Agreement between County and Vendor for the provision of emergency medical services within the County.

TERMS

This ADDENDUM amends and supplements Contract as follows:

1. The effective date of this Addendum is the same date as set forth in Contract.
2. Contract shall terminate absolutely and without further obligation on the part of County at the end of County's fiscal year, which shall end at 11:59 p.m. on June 30 of the calendar year in which Contract was executed, and at the close of each succeeding fiscal year for which Contract may be renewed.
3. Contract shall automatically renew at 12:00 a.m. on July 1 of each calendar year (new County fiscal year) provided for in Contract unless positive action is taken by County to terminate it. Positive action shall be in the form of a written notification from the County Manager or his/her designee upon 30 days notice.
4. The total obligation of County under Contract at the close of each fiscal year shall be based on the services requested and performed thereunder.
5. County is only obligated for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term.
6. County is obligated only to pay such sums as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay any amounts due under Contract following the then current original term or renewal term, Contract shall be deemed terminated at the end of the then current original term or renewal term.
7. Contract shall terminate automatically in the event that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Contract.
8. This Addendum is being made pursuant to, and intended to be in compliance with, O.C.G.A. § 36-60-13. To the maximum extent permitted under applicable law, County and Vendor expressly acknowledge and agree that Contract shall be subject to the terms and conditions of that code section, and the Parties intend and agree that the provisions of Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.
9. Any portion of Contract regarding indemnification apply only to the extent permitted by law (see e.g., CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 250, 588 S.E.2d 688, 690 (2003).)

10. All other terms and conditions of Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties herein have hereunto set their hands and seals, in counterparts, the day and year first above written.

FOR COUNTY:

MORGAN COUNTY
Acting by and through its Board

Bill Kurtz, Chair

Attest: Kim Cox, County Clerk

Signed this 20th Day of August, 2024.

FOR VENDOR:

NATIONAL EMS, INC.

[Representative's Name
Title]

Attest:



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Software package for Planning and Development, Code Enforcement.

Background/History/Details:

After extensive evaluation and vetting of several solutions for a comprehensive software solution for the Planning and Development - Code Enforcement departments, we have selected OpenGOV as the most suitable provider.

What action are you seeking from the Board of Commissioners?

Approval of the three-year contract to OpenGOV
Total year 1 cost (subscription and implementation) \$94,188.80
FY 25 Budget Amendment Required \$54,188.80

If this item requires funding, please describe:

FY 25 Budget Amendment Required \$54,188.80

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



Statement of Work

County of Morgan, GA

Creation Date: 6/03/2024
SoW Expiration Date: 9/03/2024
Document Number: PS-06281.3
Created by: Dean Simpson

Table of Contents

OpenGov Statement of Work	3
1. Project Scope	3
2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms	3
3. Project Delivery	3
4. Project Understanding	3
5. OpenGov Responsibilities	4
6. Project Tracking and Reporting	4
7. Communication and Escalation Procedure	5
8. Opengov Implementation Methodology	5
8.1. Initiate	6
8.2. Validate	6
8.3. Configure	6
8.5. Launch	6
9. Customer Responsibilities	6
10. Customer's Project Manager	7
11. Acceptance Procedure	7
12. Estimated Schedule	8
13. Illustrative Project Timelines	8
14. Change Order Process	9
Exhibit 1: Implementation Activities	10
Permitting & Licensing	10
Initiate	10
Validate	10
Configure	11
Train	13
Launch	14
Exhibit 2: Technical Requirements	15
Permitting & Licensing Technical Requirements	15

OpenGov Statement of Work

This Statement of Work (“SOW”) identifies services that OpenGov will perform for County of Morgan, GA (“Customer”) pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in [“Exhibit 1”](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the [“OpenGov Responsibilities”](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

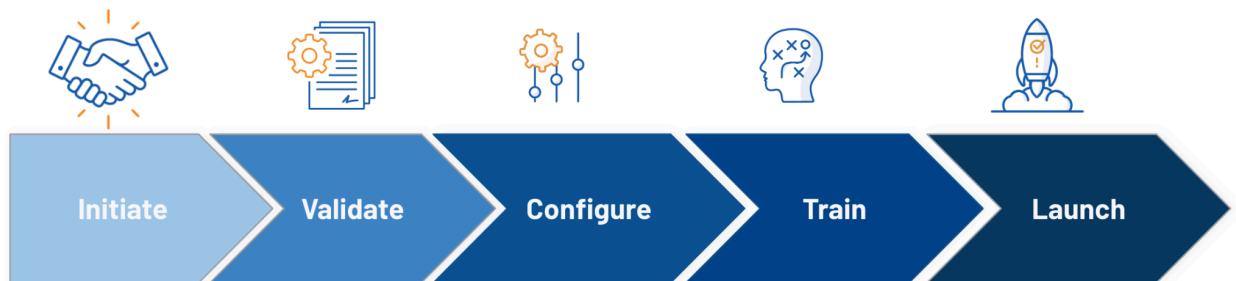
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when Customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.

8.2.2. OpenGov will confirm the Data Validation strategy.

8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.

8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.

8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.

8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off	█							
Validate	Requirements Matrix, Validation Workshop		█						
Configure	Record Type 1-2		█	█					
	Record Type 3-4			█	█				
	Record Type 5-6					█			
	Data Migration		█	█	█				
Train	Integrations			█	█	█			
	Administrator Training					█	█	█	
Launch	End User Training							█	█
	Go Live, HyperAdoption, Project Closure								█

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Permitting & Licensing

Use Cases for Permitting & Licencing:

- Building Permits & Inspectional Services
- Planning and Zoning Approvals
- Code Enforcement
- Business Licenses

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- OpenGov will provide the needed data and format to the customer.
- The data needs will be discussed for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:

- o Review deliverables
- o Review technical requirements
- o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record type, including sub-type, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area

One (1) record types from the following list:

- Building Permit Application

Planning and Zoning Service Area

Two (2) record types from the following list:

- Planning Commission Application
- Land Development Application

Code Enforcement Service Area

Two (2) record types from the following list:

- Code Complaint
- Code Violation

Business Licensing Service Area

One (1) record types from the following list:

- Business License

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from Excel Spreadsheet using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.
- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off on data load.

Completion Criteria

- Customer sign-off that the Data Migration has been completed.

Train

Administrator Training

OpenGov will:

- Provide up to ten (10) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms

- Editing Documents
- Creating Workflows
- Setting up Inspections
- Mobile app
- Provide up to eight (8) hours of Reporting & Transparency administrator training, to enable system administrators on the following topics:
 - Download and upload data to Reporting & Transparency
 - How to create reports and dashboards

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to ten (10) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments
 - Conduct inspections
 - Create records
 - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to four (4) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- No historic document migration is included in this Scope of Work.

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. Professional Services

- 2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that

OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further

agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable,

and payments are non-refundable.

- 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
- 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.
- 7.1.4. Customer Delays; On Hold Fee.
 - 7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.
 - 7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to

90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority

necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the

Agreement (in sections where the word “notice” appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov’s addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.

- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party’s intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

<i>Signatures</i>	
<p>Customer: </p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>OpenGov, Inc.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q016601
Created On: 8/14/2024
Order Form Expiration: 9/13/2024
Subscription Start Date: 9/1/2024
Subscription End Date: 6/30/2026

Prepared By: Kelly Ammons
Email: salesops@opengov.com
Contract Term: Prorated + 24 Months

Customer Information			
Customer:	County of Morgan, GA		Contact Name: Chuck Jarrell
Bill To/Ship To:	150 E. Washington St., Suite 100 PO Box 168 Madison, GA United States		Email: cjarrell@morgancountyga.gov
			Phone: 706-342-4373

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Permitting & Licensing: Add-On Bundle, Autofill (2)	9/1/2024	6/30/2025	\$40,188.80
Permitting & Licensing: Community Development Bundle without Fire	9/1/2024	6/30/2025	
Permitting & Licensing: Add-On Bundle, Autofill (2)	7/1/2025	6/30/2026	\$50,637.89
Permitting & Licensing: Community Development Bundle without Fire	7/1/2025	6/30/2026	
Permitting & Licensing: Add-On Bundle, Autofill (2)	7/1/2026	6/30/2027	\$53,169.78
Permitting & Licensing: Community Development Bundle without Fire	7/1/2026	6/30/2027	

Annual Subscription Total: See Service Terms

PROFESSIONAL SERVICES:			
Product / Service	Description		
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.		
		Professional Services Total:	\$54,000.00

Service Terms			
Service Date:	Amount:		
September 1, 2024	\$94,188.80	<i>(Prorated Software Fee + Professional Services)</i>	
July 1, 2025	\$50,637.89	<i>(Annual Software Fee)</i>	
July 1, 2026	\$53,169.78		

Order Form Legal Terms
This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

County of Morgan, GA

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal for:
Morgan County, GA
May 2, 2024
Quoted by: Nathan Holder

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - Annual Fee

Community Development

Community Development	\$11,920
Business License	\$5,765

BS&A Online

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online</i>	\$5,105
--	---------

Subtotal **\$22,790**

Data Conversions/Database Setup

Convert existing MS Access data to BS&A format:

Community Development (per database)	\$16,330
Business License (per database)	\$10,320

Subtotal **\$26,650**

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
--	---------

Subtotal **\$1,500**

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$10,175

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		\$2,200
Community Development Modules	Days:	19		\$20,900
	Total:	21	Subtotal	\$23,100

Cost Totals

Modules - Annual Fee	\$22,790
Data Conversions/Database Setup	\$26,650
Custom Import	\$1,500
Project Management and Implementation Planning	\$10,175
Implementation and Training	\$23,100
Total Proposed	\$84,215
<i>Travel Expenses</i>	\$16,035

Payment Schedule

- 1st Payment: **\$36,825** to be invoiced upon execution of this agreement.
2nd Payment: **\$22,790** to be invoiced at activation of customer's site.
3rd Payment: **\$40,635** to be invoiced upon completion of training.

Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

Classroom training, \$205/person/day

On-site training (unlimited attendees), \$1,000/day, travel not included

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).



Quoted By:
 Quote Expiration:
 Quote Name:

Garth Magness
 12/14/24
 Tyler Enterprise Permitting &
 Licensing

Sales Quotation For:

Morgan County
 380 Hancock St Ste A
 Madison GA 30650-1383
 Phone: +1 (706) 342-2459

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing User		\$ 201	10	\$ 24,170
Enterprise Permitting & Licensing Foundation		\$ 1,051	1	\$ 12,610
Business Management Suite		\$ 613	1	\$ 7,356
Community Development Suite		\$ 613	1	\$ 7,356
Enterprise Permitting & Licensing Extensions				
Enterprise Service Requests		\$ 100	1	\$ 1,202
		Sub-Total:		\$ 52,694
		<i>Less Discount</i>		<u>\$ 2,637</u>
		TOTAL	3.00	\$ 50,057

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Data Conversion Services	120	\$ 200	\$ 24,000	\$ 0
Production Support - Onsite	40	\$ 175	\$ 7,000	\$ 0
Professional Implementation Services - Onsite	80	\$ 175	\$ 14,000	\$ 0
Professional Implementation Services - Remote	326	\$ 145	\$ 47,270	\$ 0
Project Management Services - Remote	98	\$ 145	\$ 14,210	\$ 0
Solutions Orientation Training - Onsite	40	\$ 175	\$ 7,000	\$ 0
Training Services - Onsite	40	\$ 175	\$ 7,000	\$ 0
TOTAL:			\$ 120,480	\$ 0

Summary

Total SaaS		
Total Services	\$ 120,480	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 120,480	\$ 50,057
Contract Total	\$ 270,651	
Estimated Travel Expenses	\$ 14,000	

One Time Fees

Recurring Fees

Optional Tyler SaaS

Description	Term	Monthly Fee	Users/Unit	Annual Fee
Tyler Software				
My Civic Bundle (Citizen Engagement and Requests)		\$ 876	1	\$ 10,508
	TOTAL	3.00		\$ 10,508

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Tyler resources will establish connection and verify data exchange between My Civic and Enterprise Permitting & Licensing powered by EnerGov for code cases.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

Enterprise Service Requests is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for 311 functionality utilized by Enterprise Permitting & Licensing.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

The client has purchased the standard pre-configured version of the Tyler software which offers commonly used case types, work classes, and reporting tools. This configuration includes GIS-driven permitting, planning, and code functionality sold by departmental function and designed to

reduce implementation time and effort.

It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler Enterprise Permitting & Licensing applications. Tyler will provide guidelines to be followed for such services.

Tyler's implementation team is primarily responsible for the following tasks:

- Training EPL functionality in the contracted packages
- Training, best practice, and consultation in software configuration for the Civic Access application
- Establishing EPL and Civic Access connections to the client-published GIS map services and configuration of EPL's Live Link component
- Establishing connection and verifying data exchange between Executive Insights and EPL.
- System configuration and validation of core Enterprise Permitting & Licensing functionality including global settings and preliminary user roles
- System configuration of Payments for EPL and Civic Access or enablement of electronic payments based on client-supplied payment gateway information (as applicable, based on contract and client having secured an approved payment gateway)
- System configuration of Client-provided business functional requirements, including:
 - Fee schedule
 - Inspections
 - Reviews
 - Hearings and meetings
 - Violations for Code Enforcement Cases
 - Custom fields required for fee calculations
 - Configuring Tyler's standard Dynamic Reports
 - Occupational Taxes
 - Non-GIS based Impact Fees
- System configuration and validation of the following Tyler-to-Tyler product integrations:
 - Incode Financials

The client's subject matter experts (SMEs) should be made available at periods throughout the implementation as identified and agreed upon by the joint project team during the creation of the project plan to provide business requirements and perform validation in addition to time scheduled with the Tyler team.

The client's SMEs are primarily responsible for the following tasks:

- Delivery of Tyler requested documentation such as inspections, fee schedules, code violations, etc.
- Adaptation of client business processes to fit the provided solution
- Ongoing User and User Role configuration
- Validation of system configuration based on the supplied business functional requirements
- Validation of data conversion
- Civic Access customization and administration (allowed Case Types, Application instructions, Geo Rules, Themes, Headers, Menus, Security Settings, etc.)

- GL Account administration within Fee Structures

The implementation methodology will leverage the following pre-configured case types in Tyler’s EPL database:

Building Permit Templates

- Building (Commercial) Accessory Structure
- Building (Commercial) Addition
- Building (Commercial) Alteration, Remodel, Repair
- Building (Commercial) Concrete Work
- Building (Commercial) Demolition
- Building (Commercial) Fence
- Building (Commercial) Foundation Only
- Building (Commercial) New Construction
- Building (Residential) Accessory Structure
- Building (Residential) Addition
- Building (Residential) Alteration, Remodel, Repair
- Building (Residential) Concrete Work
- Building (Residential) Fence
- Building (Residential) Foundation Only
- Building (Residential) Manufactured Home
- Building (Residential) Modular Home
- Building (Residential) New Construction
- Building (Residential) Relocation
- Certificate of Occupancy Certificate of Occupancy
- Certificate of Occupancy Temporary Certificate of Occupancy
- Clearing and Grading Commercial
- Clearing and Grading Residential
- Electrical (Commercial) Alteration, Remodel, Repair
- Electrical (Commercial) New Construction
- Electrical (Commercial) Service Change
- Electrical (Commercial) Sign
- Electrical (Commercial) Temporary
- Electrical (Residential) Alteration, Remodel, Repair
- Electrical (Residential) New Construction
- Electrical (Residential) Service Change
- Electrical (Residential) Temporary
- Mechanical (Commercial) Alteration, Remodel, Repair

Mechanical (Commercial) HVAC Changeout
 Mechanical (Commercial) New Construction
 Mechanical (Residential) Alteration, Remodel, Repair
 Mechanical (Residential) HVAC Changeout
 Mechanical (Residential) New Construction
 Plumbing (Commercial) Alteration, Remodel, Repair
 Plumbing (Commercial) New Construction
 Plumbing (Commercial) Pool
 Plumbing (Commercial) Water Heater
 Plumbing (Residential) Alteration, Remodel, Repair
 Plumbing (Residential) New Construction
 Plumbing (Residential) Pool
 Plumbing (Residential) Water Heater
 Pool (Commercial) Above Ground
 Pool (Commercial) In Ground
 Pool (Residential) Above Ground
 Pool (Residential) In Ground

Planning Application Case Types

Abandonment Easement
 Abandonment Right of Way
 Annexation Annexation
 Annexation Deannexation
 Appeal Board of Administrative Review
 Appeal Board of Zoning Appeals
 Appeal Council
 Appeal Planning Commission
 Business License Review Business License Review
 CEQA CEQA
 Home Occupation Home Occupation
 Land Use Conditional Use
 Land Use Special Use
 Land Use Temporary Use
 Lot Line Adjustment Lot Line Adjustment
 Planned Unit Development Final PUD
 Planned Unit Development Preliminary PUD
 Pre-Application Review Pre-Application Review

Professional License Review Professional License Review
Rezone Map Amendment
Rezone Text Amendment
Rezone Text/Map Amendment
Standard Building Plan Standard Building Plan
Subdivision Plat Final Plat
Subdivision Plat Preliminary Plat
Variance Major Variance
Variance Minor Variance
Zoning Confirmation Zoning Confirmation

Code Enforcement Case Types

Code Enforcement Accessibility
Code Enforcement Animals
Code Enforcement Building
Code Enforcement Fire
Code Enforcement Health and Sanitation
Code Enforcement Property Maintenance
Code Enforcement Stormwater
Code Enforcement Vegetation
Code Enforcement Zoning

Business License Types

General Business License Classifications Identified in Jurisdiction Application
Alcohol License

Permissible modifications to Tyler’s Pre-configured Case Types during implementation include:

Building Permit Case Types addition or modification of:

- Reviewers for submitted plan sets and applications
- Inspection Types

Planning Applications Case Types addition or modification of:

- Hearing names
- Meeting names

- Reviews of Staff Reports or similar items
- Notices

Code Enforcement Case Types addition or modification of:

- Violations
- Hearing names
- Meeting names

Business License Case Types Addition or modification of:

- License Type names or license Classification Names
- May select from the two following standard workflows
 - Simple – does not contain a review process
 - Advanced – contains a review process
- Renewal Cycles

For all the pre-configured case types listed above, Tyler will ensure that fees are appropriately configured. Please note that pre-configured case types will share workflow templates and custom field layout templates, and it will be at the discretion of Tyler to determine whether the template will need to be revised or modified further than what is listed above. Any case types that are not included in the list above would be considered out of scope and would require the client to go through Tyler’s change control process.

Archive Conversion - The Client will provide Tyler with 1 legacy data source [Source Type or name] containing the Permitting, Planning, Inspection, and Code enforcement data of the legacy system. Tyler will use the legacy data to populate the Data Conversion Template database in preparation for building the conversion utility. Once the Data Conversion Template database has been populated, Tyler will produce the mapping document to provide to the Client to match their Legacy Data to new Licensing fields due to Licensing Renewal Policies. Tyler will also produce the mapping document to provide to the client to match their Legacy Data to the standard pre-configured Legacy Case type per module [Permitting, Planning, and Code Enforcement]. The client approved mapping document will be used within the standard conversion utility. There will be a total of 1 conversion passes, 1 mock go-live conversion pass, and 1 go-live conversion pass as a scope to this implementation.

The client will select from Tyler’s library of standard Automation Events and Geo-rules to be enabled for production.

Automation Events are defined by:

Intelligent Objects (IO) – key component for automatically and reactively triggering the generating of emails, alerts, and other notifications.

Intelligent Automation Agent (IAA) – a tool designed to automate a task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a windows services sweeps the EPL system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

Geo Rules are defined by:

An automation event that is triggered by a condition configured around the source ESRI geodatabase.

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users to be purchased separately by Client. Further pricing detail is upon request.

Workforce Mobile - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect IG Apps to the Enterprise Permitting & Licensing suite, and support testing. These applications are available on iOS.

Report Development

There are no custom reports in the scope of this implementation. The client will have access to Tyler's standard reports, and reporting tools within the application for the applicable modules. Should the client request to include this into the scope of the project at a future point, it will need to go through Tyler's standard change control process.

Trainings included as a part of this implementation are:

Solutions Orientation Training:

Introductory training course built for the needs of each of our clients. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Discover some of the software capabilities available for the pre-configured case types
- Improve communication between Tyler and the client through software knowledge

End User Training:

The last component of the Implementation process before the client goes live. This training involves covering every module the client will be using and involves any staff/others that will be utilizing the Enterprise System. The Tyler team will teach the end user functionality of the modules, to ensure that all users are comfortable with the subject matter. During this training, the Tyler team does not teach business processes, we do require a SME (Subject Matter Expert) to be involved in every aspect of the training to ensure that business process questions are answered accurately. After End User Training, it is recommended to include trainings for staff/others on their business process on a continuous basis performed by the client SMEs.

Optional Training to be conducted post go-live:

Configuration Training: During this training, the trainer will teach configuration functionality that will allow the client to maintain and mature the product as the grow to learn more while in production. We want to ensure that the client has a resource that is ready to assist in the overall administrative process post go-live. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Understand best practices for configuration standards