



REGULAR MEETING

January 03, 2022
10:00 AM

Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701

AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are required for all meeting participants.

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call the meeting to order by Chairman Christopher Cohilas.
2. Recognition of Commissioner Clinton Johnson, Vice Chairman for Calendar Year 2022 per Resolution Number 91-011.
3. Roll Call.
4. Invocation.
5. Pledge of Allegiance.
6. Minutes.
 - a. Consider for action the Minutes of the December 6th Regular Meeting, December 13th Special Called Meeting and December 14th State Delegation Meeting. **ACTION:**
7. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others.*)
 - a. County Commission to recognize Board members for their service:
 - > **Dougherty County Developmental Authority** - Winfred Benson (21 years), J.C. Odom, Jr. (21 years) and Frank Williamson (2 years)
 - > **Dougherty County Health Board** - Wilbert Moore (18 years)

> **Flood Plain Management Review Board** – Marvelyn Boyette (34 years)

> **Keep Albany Dougherty Beautiful Board** - Virginia Johnson (34 years)

b. Dougherty County Assistant Police Chief Tateshea Irving present to discuss policing of ATVs in the unincorporated area of the County.

8. Purchases.

a. Consider for action the purchase of twenty-five (25) portable radios for ADDU from single source vendor Motorola Solutions (Albany, GA) in the amount of \$127,239.14. Parts are no longer available to repair aged inventory. Funding is available in the American Rescue Plan Act (ARPA). Assistant County Administrator Scott Addison will address. ADDU Major Ryan Ward is present. **ACTION:**

b. Consider for action the purchase of 10,000 home Covid tests from Matrix Management in the amount of \$135,000 (\$13.50/unit - 2 tests per unit). Funding is available from ARPA. County Administrator Michael McCoy will address. **ACTION:**

9. Additional Business.

a. Consider for action the proposed Board Appointment. **Appointments are made by nominations.** County Clerk Jawahn Ware will address.

> **Payroll Development Authority** – One (1) appointment with an unexpired three-year term ending December 31, 2024. One new applicant: Will Davis. **ACTION:**

b. Review and consider for approval a Resolution providing for the execution of an Intergovernmental License Agreement between the Board of Regents of the University System of Georgia and the Board of Commissioners of Dougherty County for the purpose of providing access to the University System Property on the Albany State University Campus relative to the ASU to Downtown Albany Section of the Flint River Trails Master Plan. Dougherty County Attorney Spencer Lee and County Administrator Michael McCoy are present to discuss. **ACTION:**

c. Review and consider for approval an Easement Agreement between Beauchamp Properties & Renovations, LLC and Dougherty County for the purpose of providing access to the Beauchamp Property relative to the ASU to Downtown Albany Section of the Flint River Trails Master Plan. Dougherty County Attorney Spencer Lee and County Administrator Michael McCoy are present to discuss. **ACTION:**

10. Updates from the County Administrator.

a. The Joint Redistricting Committee for the Dougherty County School System and Board of Commissioners will be held at 11 a.m. in Room 100.

11. Updates from the County Attorney.

12. Updates from the County Commission.

- a. Chairman Cohilas' announcement of the 2022 Commission Subcommittee Appointments.
- b. Commissioner Victor Edwards will discuss pay study for Commissioners.

13. Adjourn.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.

DOUGHERTY COUNTY COMMISSION
REGULAR MEETING MINUTES

DRAFT

December 6, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on December 6, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10 a.m. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, and other staff. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the November 1st Regular Meeting and November 8th Work Session Minutes.

Commissioner Jones moved for approval. Upon a second by Commissioner Newsome, the minutes were unanimously approved.

The Chairman recognized 4-H Youth Development /County Extension Agent Latrina West and Dougherty County 4-H representatives to thank the Commission for its support. Extension Service Coordinator James Morgan provided the quarterly report after the presentation. Some of the youth from various high schools were present to share how 4H has impacted their lives. Tokens of appreciation and a holiday song were provided and Mr. Morgan shared an update on activity from July 2021-October 2021.

The Chairman recognized Walter Kelley, Library Board of Trustees Chairman and Gail Evans, Library Director, to provide their Annual Report. Mr. Kelly shared that our library system is healthy and meets the needs of our community. He provided his thanks for the support of their Board. He acknowledged the work of former director Pauline Abidde and current director Gail Evans. Mrs. Evans provided the annual update and shared that the library collected \$19,451, in the copies/ prints, \$18,117 in fines and \$5,328 from four events in May 2021. She also added that the construction is underway for Westtown. However, there have been delays in renovations due to Covid. In response to Commissioner Gaines' concern, Mrs. Evans shared how services to the community during the temporary closure of the library will be provided.

The Chairman recognized Tom Crowley with Coldwell Banker/Walden & Kirkland to update the Commission as to the management of the property located at 201 Holly Drive.

Mr. Crowley shared that Brick Pointe Apartments was recently acquired by a new owner who has very ambitious plans for the property. The new owner has also committed money for landscaping, lighting and other renovations. He provided updates in reference to a citation received and other initiatives were shared specifically regarding trash concerns. Commissioner Edwards provided validation for the improvements. Commissioners shared that any suggestions or improvements pertaining to ordinances, etc. are welcome to be provided. Mr. Crowley was commended and was asked to express the Commissioners appreciation to the owners for their work to improve the area.

The Chairman recognized the residents from Southgate Community to discuss their concerns about receiving speed bumps in their community. Citizen Mr. Dawson questioned the validity of the report and the representatives stressed that they are looking for some type of calming device to help them.

The Chairman called for consideration of the resolution providing for the acceptance of the contract for Landscape and Lawn Care for the Public Works Department from the lowest most responsible and responsive bidder, The Jones Agency Group (Albany, GA) in the amount of \$36,000, subject to the execution of the contract by the County Administrator. Eight vendors submitted bids with the highest being \$96,960. Funding is budgeted in the General Fund. Assistant County Administrator Scott Addison addressed. Public Works Director Chuck Mathis and City of Albany Buyer Kimberly Allen were present.

Commissioner Jones moved for approval. Commissioner Johnson seconded the motion. Upon the question of Commissioner Edwards, Mr. Addison and Public Works Director Chuck Mathis confirmed that a meeting was held with the vendor. The vendor confirmed that they could perform the requirements of the bid at the cost provided. There being no further discussion, the motion for approval passed unanimously. Resolution 21-072 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND
EXECUTION OF A CONTRACT FOR LANDSCAPE AND LAWN
CARE FOR THE PUBLIC WORKS DEPARTMENT WITH THE
JONES AGENCY GROUP, LLC IN THE AMOUNT OF \$36,000.00;
REPEALING RESOLUTIONS OR PARTS
OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER
PURPOSES.

The Chairman called for consideration of the recommendation to accept the quote to replace the Cooling Tower at the Judicial Building for Facilities Management from the lowest responsible and responsive vendor, RHC Heating and Cooling in the amount of \$144,552.54. Four vendors submitted quotes with the highest being \$228,589.65. Funding

is budgeted in SPLOST VII Judicial Building Improvements. Assistant County Administrator Scott Addison addressed. Facilities Management Director Heidi Minnick was present. Mr. Addison said that the current cooling tower has met the end of the life cycle and is recommending it be replaced.

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously.

The Chairman called for consideration of the resolution requesting that the Commission ask the State Legislature to provide local enabling legislation to support funding of the Southwest Georgia Legal Self-Help Center. Gerald Williams, Director, Southwest Georgia Legal Self-Help Center was present to address concerns.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 21-073 is entitled:

A RESOLUTION
ENTITLED
AGREEMENT BETWEEN DOUGHERTY COUNTY AND THE
SOUTHWEST GEORGIA SELF-HELP CENTER AND THE
DOUGHERTY COUNTY LAW LIBRARY ASKING THE
DOUGHERTY COUNTY COMMISSION TO PLACE ON ITS
LOCAL AGENDA A REQUEST OF THE STATE
LEGISLATURE FOR LOCAL ENABLING LEGISLATION TO
HELP FUND THE SOUTHWEST GEORGIA SELF- HELP
CENTER AND THE DOUGHERTY COUNTY LAW LIBRARY.

The Chairman called for consideration of the resolution providing for the acceptance and execution of the Lease Instrument and Operations Agreement with the Georgia Department of Natural Resources (GDNR).

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 21-074 is entitled:

A RESOLUTION
ENTITLED
A BOAT RAMP OPERATION AND MAINTENANCE
AGREEMENT.

The Chairman called for consideration to approve the alcohol application from Moree's Grocery & Liquor, Inc, Bettye J. Amburn licensee, dba Moree's Grocery, at 4028 Moultrie Road for Package- Beer. The Albany-Dougherty Marshal's Office recommended approval.

Commissioner Jones moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously.

The Chairman called for consideration to approve the alcohol application from Sylvester Food, Inc., Faryal Saif Cheerna, licensee, dba Sylvester Food, at 3333 Sylvester Hwy, for Package- Beer and Wine. The Albany-Dougherty Marshal's Office recommended approval.

Commissioner Gray moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously.

The Chairman called for consideration to accept the proposed Dougherty County American Rescue Plan Act (ARPA) Project Spending Plan for Fiscal Year 22 in the amount of \$8,400,000.

Commissioner Jones moved for approval. Commissioner Gray seconded the motion. Under discussion, Ms. Cutts confirmed for Commissioner Johnson that the cost of technology increased. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration of the reappointment of the Dougherty County Police Chief through the extension of the employment agreement effective January 3, 2022 through January 2, 2023. Commissioner Johnson made a substitute motion to table the request until the evaluation could be reviewed. The County Administrator stated that there is a contract in place for the Police Chief but the position serves as an employee of the County Administrator. He added that the Police Chief's evaluation is satisfactory and stated that the only direct reports of the Board are the County Attorney and County Administrator. Commissioner Johnson stated that the review of the evaluation is not saying anything is wrong but allows the Board to have a more informed decision in the process.

Commissioner Johnson's substitute motion to table the decision of the extension of the employment agreement for the Police Chief until the County Commission reviewed the written evaluation was seconded by Commissioner Edwards. Under discussion, Mr. McCoy said that he will forward the evaluation to the Board and the action can be scheduled for the first meeting in January 2022. Chairman Cohilas shared that this [request] can become a practice in the future and allow the Commission to have a comment period. Commissioner Gaines shared her concerns regarding the request and does not agree with delaying action. Commissioner Gray and Chairman Cohilas agreed that delaying the agreement is not needed because a wrong message to the Chief Police may be perceived. It was noted that the Chief has done a great job throughout the year and it was stated that the evaluation can be received over the Christmas break. Commissioners Johnson and Edwards were in favor of the substitute motion and Commissioners Newsome, Gray, Gaines, Jones and Chairman Cohilas voted nay. The original motion to extend the employment agreement for the Police Chief was approved and passed unanimously. Commissioner Gaines asked Mr. McCoy have the Police Chief have a discussion with the Board regarding some concerns in the community.

The Chairman called for consideration of the reappointment of the County Administrator through the extension of the employment agreement effective January 3, 2022 through January 2, 2023 per section 1-3-23 of the Dougherty County Code of Ordinances.

Commissioner Jones moved for approval. Upon a second by Commissioner Newsome, the motion for approval passed unanimously.

The Chairman called for consideration of the recommendation from the Emergency Management Agency to provide a letter of support to the Federal Energy Regulatory Commission (FERC) to review and amend the permit for Georgia Power on Lake Worth in Dougherty County.

Commissioner Gaines moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously.

The Chairman called for consideration of the recommendation from the Emergency Management Agency to install a stage gauge on Lake Chehaw in the amount of \$25,000. Funding will be provided in SPLOST.

The item failed due to the lack of a motion and Chairman Cohilas shared that he considered the matter closed.

The Chairman called for consideration of the proposed board appointments. County Clerk Jawahn Ware was present to address. Upon nomination by Commissioner Gray, the recommendation for Dr. Tamara Davis to replace Wilbert Moore was unanimously accepted to the Dougherty County Health Board for a six-year term ending December 31, 2027.

The Chairman called for consideration of the resolution declaring a 2017 Ford Police Interceptor (from the Sheriff's Office) as surplus and authorizing the sale through Underwriters Safety & Claims. Assistant County Administrator Scott Addison addressed and shared that this was a standard procedure.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones the motion for approval passed unanimously. Resolution 21-075 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2017 FORD POLICE INTERCEPTOR (VIN. 1FM5K8RXHGB08040) AND HAVE SAID SURPLUSSED SALVAGED VEHICLE DISPOSED OF THROUGH UNDERWRITERS SAFETY AND

CLAIMS, DOUGHERTY COUNT'S THIRD
PARTY HEREWITH; AND FOR OTHER
PURPOSES.

The Chairman called for consideration of the recommendation from ACCG to accept the resolution supporting changes to Georgia's annexation law. The focus of the change is particularly on the arbitration/dispute resolution process. County Administrator Michael McCoy and County Attorney Spencer Lee addressed.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion for approval passed unanimously. Resolution 21-076 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION SUPPORTING REFORM TO GEORGIA'S ANNEXATION
DISPUTE RESOLUTION LAW.

The Chairman called for consideration of the resolution designating Chairman Christopher Cohilas and County Administrator Michael McCoy as Certifying Officers. The County must designate certifying officers to ensure compliance with the National Environmental Policy Act (NEPA) and the Federal laws and authorities as required for Dougherty County to submit the Homeowner Rehabilitation & Reconstruction Program (HRRP) applications. County Administrator Michael McCoy addressed. Mr. McCoy said that this was administrative housekeeping for grants and notification was provided by the Department of Community Affairs (DCA). Commissioner Jones shared that an organization will make a presentation in the future regarding possible funding opportunities.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 21-077 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE DESIGNATION OF THE
CHAIRMAN OF THE BOARD OF COMMISSIONERS OF DOUGHERTY
COUNTY, CHRISTOPHER S. COHILAS, AND COUNTY
ADMINISTRATOR, MICHAEL MCCOY, AS THE CERTIFYING
OFFICERS FOR THE TIER II ENVIRONMENTAL REVIEWS
NECESSARY TO ENSURE COMPLIANCE WITH THE NATIONAL
ENVIRONMENTAL POLICY ACT (NEPA) AND ALL FEDERAL LAWS
AND AUTHORITIES AS REQUIRED FOR DOUGHERTY COUNTY TO
SUBMIT THEIR HOMEOWNER REHABILITATION &
RECONSTRUCTION PROGRAM (HRRP) APPLICATION; REPEALING

RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH;
AND FOR OTHER PURPOSES.

The Chairman called for consideration to install concrete speed tables on Astoria Drive (in the Southgate Community). The Traffic Calming Policy does not support the request.

The Chairman read the agenda but stated that deviation of the policy is unique [to the situation]; he alluded to safety concerns and community needs. Chairman Cohilas said that the most appropriate motion is to install rubber speed bumps. Commissioner Jones seconded the motion. Commissioner Edwards thanked staff, the Board and citizens for finding a solution for the public outcry. Chairman Cohilas continued to state that in this instance, the policy does not meet the unique circumstances of the situation. Commissioner Gray voiced his concern but stated that he will support the lower-cost options and hopes that it will provide a resolution desired. Commissioner Gaines asked that the Association come back in six months regarding the effectiveness of the bumps if approved. Technical clarity between speed tables and bumps was provided. There being no further discussion, the motion was unanimously approved.

The Chairman called for consideration of the recommendation from the Recreation Committee to move forward with the tennis development at the southern portion of Satterfield Park and the National Guard Armory. Recreation Committee Chairman Clinton Johnson addressed. County Administrator Michael McCoy was available to address additional concerns. Chairman Johnson recommended that the County change the location of the center to the property that the County owns. Attorney Lee shared that this was the original location many years ago and would not prevent other development in the future. Attorney Lee added that he would like the recommendation to be amended stating that the development will comply with the master plan. Commissioner Johnson clarified that the recommendation is to move forward with the engineering development and not construction.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion for approval passed unanimously.

During updates from the Board, Commissioner Johnson said that he asked Mr. McCoy to work on the holding pond concern in East Albany (near Maple and Clark) and he would like for the County to work with a company to dredge the pond properly. Public Works Director Chuck Mathis provided an update and added that Dougherty County Public Works was not able to completely clean the area due to our equipment limitation. Chairman Cohilas asked that Mr. Mathis bring back other options to resolve the concern. Commissioner Gray provided an update on the redistricting meeting scheduled.

There being no further business to come before the Commission, the meeting adjourned at 12:07 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
SPECIAL CALLED MEETING MINUTES

DRAFT

December 13, 2021

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on December 13, 2021, at 10:00 a.m. Chairman Christopher Cohilas presided. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were Assistant County Administrator Scott Addison, County Attorney Spencer Lee and County Clerk Jawahn Ware and other staff. The public and representatives of the media participated in person via live streaming of the meeting on the County's Facebook page and the government public access channel. County Administrator Michael McCoy was absent.

The Chairman called for approval of the minutes of the November 15th Regular Meeting, November 29th Work Session and November 29th Special Called Meeting.

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the minutes were unanimously approved.

The Chairman recognized citizens Chris Harvey and Don Dally, representatives from the Radium Springs Neighborhood Association to speak about the existing historic Radium Springs Water Tower. Mr. Bobby, Mr. Don and Mr. Salter were also present. Mr. Dally shared that the tower is a landmark and presented a petition signed by over 300 people in support of the request. Attorney Lee shared that if the County desired to do a study to restore the tower, then there are two ways for the County to acquire the property: (1) via eminent domain or (2) via the Land Bank. It was mentioned that the current owner is a defunct organization board and there was a consensus to proceed to obtain an analysis of the tower to possibly be restored. Per the request of Commissioner Johnson, Chairman Cohilas asked for additional information pertaining to what grants are available via the Department of Natural Resource (DNR) and for staff recommendations to be discussed at the next Commission meeting. Commissioner Johnson also asked for caution tape to be placed in the areas and offered his assistance with DCA. Attorney Lee responded to Commissioner Gray's concern on the County taking action on private property and he confirmed that it could be done from a safety standpoint perspective. Commissioner Gray also asked Commissioner Johnson to contact the Historic Preservation Committee.

The Chairman called for consideration to purchase one 2022 Ford SUV Interceptor in the amount of \$33,220 for the Sheriff's Office from Phil Brannen Ford (Perry, GA). The vehicle will replace a previously salvaged 2016 Ford SUV Interceptor. The vehicle is available for immediate delivery. Funding is budgeted in SPLOST VII- Sheriff's Vehicles. Assistant County Administrator Scott Addison addressed. Mr. Addison said that there were issues in purchasing off state contract or bidding and there is an immediate need for this purchase.

Commissioner Jones moved for approval. Upon a second by Commissioner Newsome, the motion for approval passed unanimously.

The Chairman called for consideration of the resolution providing for the acceptance and execution of a Memorandum of Understanding between the Dougherty County School System (DCSS) and Dougherty County. DCSS is requesting assistance to apply for the State of Georgia's Law Enforcement & First Responders Grant Supplement. Assistant County Administrator Scott Addison addressed and Dougherty County School System Superintendent Kenneth Dyer was present. Mr. Addison said that this is a requirement for government to assist (on behalf of the school board).

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 21-078 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND
EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE DOUGHERTY COUNTY SCHOOL SYSTEM AND
DOUGHERTY COUNTY, GEORGIA FOR THE PURPOSE OF
HAVING DOUGHERTY COUNTY APPLY FOR A GRANT ON
BEHALF OF THE SCHOOL DISTRICT AND ITS DISTRICT
OFFICERS ALLOWING POST- CERTIFIED LAW ENFORCEMENT
OFFICERS OF THE DOUGHERTY COUNTY SCHOOL SYSTEM TO
BE ELIGIBLE FOR A ONE TIME BONUS; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for a discussion relative to providing for the future passage of a Resolution/Ordinance enacting an Excise Tax in the amount of eight percent upon the furnishing for value to the public of any room or rooms, lodging, or accommodations furnished by any person or legal entity located in the unincorporated area of Dougherty County operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, rental cabin or any other place in which rooms, lodgings or accommodations are regularly furnished for value. Rashelle Minix, Executive Director of the Albany Convention and Visitors Bureau addressed. County Attorney Spencer Lee was present for questions. The impact of the pandemic shutdown was shared and there was not a huge decrease in the occupancy rate because hotels housed medical personnel. However, the revenue decreased because of lower costs for rooms and hotel performance fairs with other cities. House Bill 317 and short-term vacation rentals were discussed. At the beginning of July 1, 2021, platforms will be responsible for the collection and remission of state and local fees. Commissioner Johnson provided additional insight regarding the responsibilities. In layman's terms, County citizens are not being taxed and the County is leaving money on the table without passage. It was noted that the County will need to pass an ordinance and Attorney Lee presented the outline of items required which will involve three additional meetings which included a public hearing and a request via resolution for enabling legislation. There was an unanimous consensus to proceed and Commissioner Jones asked if Ms. Minix will enable a time for the Ray Charles statue to stop singing. She added that the statue normally should stop playing at 10:00 p.m. but she will follow up.

The Chairman called for consideration of the resolution providing for the approval and execution of a Settlement Agreement between Teramore Development LLC et al and Dougherty County, Georgia relative to Civil Action File No. SUCV 2021 0009 styled Teramore Development LLC et al vs. Dougherty County Board of Commissioners et al. County Attorney Spencer Lee was present to address any concerns.

Commissioner Jones moved for approval. Commissioner Newsome seconded the motion. The motion for approval was passed with six ayes and one nay by Commissioner Gaines. Resolution 21-079 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION
OF A SETTLEMENT AGREEMENT BETWEEN TERAMORE
DEVELOPMENT LLC AND DOUGHERTY COUNTY, GEORGIA
RELATIVE TO CIVIL ACTION FILE NO. SUCV 2021 0009 STYLED
TERAMORE DEVELOPMENT LLC ET AL VS. DOUGHERTY COUNTY
BOARD OF COMMISSIONERS ET AL; REPEALING RESOLUTIONS OR
PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.

Commissioner Johnson shared thoughts and concern for those that lost their lives in Kentucky and sent a special congratulation to the recent Albany State University graduates. He added that he wanted to make it clear that there was no contention regarding the DCP Chief position and that the original motion to accept the agreement passed unanimously. Commissioner Johnson stated that he would like to send a thank you letter to GDOT for the work done and he offered to write the letter. However, the Chairman directed Mr. Addison to have the PIO Wendy Howell write a letter; other letters can be written [by Ms. Howell] for each Commissioner to sign individually but he will sign one letter for the entire Board.

There being no further business to come before the Commission, the meeting adjourned at 10:55 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION

DRAFT

STATE DELEGATION MEETING MINUTES

December 14, 2021

The Dougherty County Commission met with the State Delegation in Room 100 of the Albany Dougherty Government Center on December 14, 2021 at 1:00 p.m. State Officials in attendance were Representative Winfred Dukes, Senator Freddie Powell-Sims and Representative Gerald Greene. Chairman Christopher Cohilas, Commissioners Ed Newsome and Russell Gray were present. Commissioner Gloria Gaines participated via teleconference. Staff in attendance were Assistant County Administrator Scott Addison and County Clerk Jawahn Ware. Representatives of the media, other staff and citizens were present.

Representative Dukes opened the meeting with comments and turned the meeting over to Chairman Cohilas. There were specific thanks for funding and assistance with grant opportunities provided and a visual presentation was shown of the Radium Springs Restoration Projects. The Spring Run Bridge and the third phase of the trails were also shared.

In terms of a financial ask this year, the Chairman shared that the County is working diligently to receive American Rescue Plan Act (ARPA) funding. The County did ask for the support of its passed resolution for enabling legislation to assist the Southwest Georgia Self- Help Center. The legislation will allow the County to determine the best filing fee to fund the program.

The Chairman highlighted a future consideration regarding if the County should or should not enact the excise lodging tax. The County has not taken action on the request; but if it is passed enabling legislation will be required.

Representative Dukes encouraged the County to consider increasing the financial asks and have the full Commission present [at the meeting]. Chairman Cohilas shared that the County is seeking additional funding and why there are limited asks. Commissioner Gaines shared that support will be needed based on the request of the Joint Redistricting Commission. Senator Powell Sims encouraged that the drawing of the map is done locally and Commissioner Gaines clarified that the request is for a preliminary map and sponsorship. Commissioner Gray also provided additional information about the redistricting meeting. Representative Dukes encouraged the County to look at property assessments because values have increased. Senator Freddie Powell-Sims provided caution on how to proceed with the short-term rentals and offered to provide additional insight to work for the benefit of the community.

After no further concerns were presented in the meeting, the County Commission members were dismissed at 1:35 p.m.

Jawahn Ware, County Clerk



Scott Addison
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: December 27, 2021
Meeting Date: January 3, 2022
Subject/Title: Portable Radios for ADDU
Presented for: Decision
Presenter: Scott Addison, Asst. County Administrator

Statement of Issue

ADDU is requesting to purchase twenty-five (25) portable radios.

History/Facts and Issues

ADDU is requesting to purchase twenty-five (25) portable radios from the single source vendor Motorola Solutions (Albany, GA) in the amount of \$127,239.14. Motorola Solutions has advised ADDU that parts are no longer available to repair the radios they currently use. This vendor provides radios for local public safety offices.

Recommended Action

Recommend Dougherty County Commission approves the purchase of portable radios for ADDU for a total expenditure of \$127,239.45.

Funding Source

ARPA Funds



Clark, Bristria

From: Will Davis <dreams2destinationsllc@gmail.com>
Sent: Thursday, December 16, 2021 7:39 AM
To: Clark, Bristria
Subject: Payroll Development Board



C/o Bristeria Clark Hope, Dougherty County
Deputy County Clerk

Mrs. Hope,
I would like to submit my name for the position on the Payroll Development Authority Board. Although the board meets as needed, I'm committed to the time and energy required for this position as it relates to meetings, required follow-up and engaging the various entities that may have an interest in our area and service of the PDA.

If chosen, I would be honored to work with the present board members and be a team player. Please respond back if any other information is required.

Thank you for your assistance,

Will Davis

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Semper Fi!
Mr. Albany
(229) 869-3330

PUBLIC RECORDS NOTICE: Georgia has a very broad public records law. Most written communications to or from City and County officials regarding City and County business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

Will Davis

Albany, GA 31721
(229) 869-3330 dreams2destinationsllc@gmail.com

PROFESSIONAL SUMMARY

Known for consistency and accuracy in completion of work activities. Enthusiastic Team Leader/Builder eager to contribute to team success through hard work, attention to detail and excellent organizational skills. Motivated to learn, grow. Excellent reputation for resolving problems and driving overall operational improvements.

SKILLS

- Organization
- Process improvement
- Operational improvement
- Team management
- Relationship development
- Problem resolution
- Customer service
- Troubleshooting skills

WORK HISTORY

CONVERTING MACHINE OPERATOR | 07/1989 to 01/2019

Procter & Gamble Albany [retired] - Albany, GA.

- Evaluated final products to verify compliance with work orders and detect defects.
- Managed quality assurance program, including on-site evaluations, internal audits and customer surveys.
- Developed team communications and information for operational team meetings.
- As team H.R. representative I resolved conflicts and negotiated mutually beneficial agreements between team members.

MODULE SAFETY (OSHA) RESOURCE | 01/2003 to 06/2006

Procter & Gamble Albany [retired] - Albany, GA

As Safety Resource I was responsible for facilitating compliance with P&G specific and OSHA guidelines.

- Trained and lead employees on various safety-related topics
- Prepare educational seminars and training on a monthly basis
- Work with HR to set up a new employee on-boarding process for safety
- Conduct risk assessment
- Enforce preventative measures
- Oversee workplace repair, installations and any other work that could harm employees' safety

UNITED STATES MARINE | 08/1981 to 07/1986
United States Marine Corps, HQ - Washington, D.C.

Item 9a.

EDUCATION

Terrell County High School [class of 1981] - Dawson, Ga. | High School Diploma

ACCOMPLISHMENTS

- * Georgia Haitian-American Chamber of Commerce
Outstanding contribution to the BEL Initiative and future leaders of
Haiti: 2018-2019 BEL initiative Fellows

AFFILIATIONS

- * Albany Police Department Community Advisory Board
- * American Legion Post 512 Joseph Odom
- *Leadership Albany Alumni-2004
- *Marine Corps League-Major Lawrence Des Jardines Detachment #1260

**A RESOLUTION
ENTITLED**

A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF AN INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA AND THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA RELATIVE TO THE ASU TO DOWNTOWN CONNECTOR SEGMENT OF THE FLINT RIVER TRAILS MASTER PLAN; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and executing an Intergovernmental License Agreement between the Board of Regents of the University System of Georgia and the Board of Commissioners of Dougherty County, Georgia relative to the ASU to Downtown Connector Segment of the Flint River Trails Master Plan.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached Intergovernmental License Agreement between the Board of Regents of the University System of Georgia and the Board of Commissioners of Dougherty County relative to the ASU to Downtown Connector Segment of the Flint River Trails Master Plan is hereby approved and the Chairman of the Board of Commissioners of Dougherty County, is hereby authorized to execute same on behalf of Dougherty County. The County Administrator is hereby authorized to execute any and all other documents necessary for the full implementation of the Intergovernmental License Agreement.

SECTION II Once the Intergovernmental License Agreement is executed by both Dougherty County and the University System of Georgia, the County Attorney is hereby authorized to have said Intergovernmental License Agreement recorded on the Land Records of Dougherty County.

SECTION III All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 3rd day of January, 2022.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

FLINT RIVER TRAILS PROJECT
ASU TO DOWNTOWN CONNECTOR

STATE OF GEORGIA;
COUNTY OF DOUGHERTY:

**INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN THE
BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA AND
BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY**

THIS INTERGOVERNMENTAL LICENSE AGREEMENT (the "Agreement"), made this _____ day of December, 2021, between the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA** on behalf of the Albany State University, ("the University"), whose address for the purpose of this Agreement is 270 Washington Street, Sixth Floor, Atlanta, Georgia 30334, and the **BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY** ("Dougherty County,"), a political subdivision of the State of Georgia, whose address for the purpose of this Agreement is 222 Pine Avenue, Albany, Georgia 31701.

WITNESSETH THAT:

WHEREAS, the University is owner of that certain tract of land lying and being in Dougherty County, Georgia, and being shown on the plans described hereinafter ("Subject Premises"); and

WHEREAS, Dougherty County is in the process of planning, designing, constructing and operating the Flint River Trails Greenway System Project (the "Project"), a network of multi-use paths and open spaces serving walkers, runners and cyclists which, when fully completed, will provide important connections to numerous areas of interest throughout the City of Albany and Dougherty County; and

WHEREAS, certain segments of the Project have been designed and funded for construction identified as the "ASU to Downtown Connector", the "Downtown Connector" from Downtown Albany to the beginning of the Albany-Sasser Rail Trail and the "Radium Springs Trail" along with the Radium Springs Trailhead which are generally shown on drawing entitled "Flint River Trails-Greenway Master Plan" attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the ASU to Downtown Connector segment of the Project passes through lands owned by the University denoted as Flint River Trail Easement 3 – Permanent Easement comprising 3.124 acres of land (copy of Legal Description attached hereto as **Exhibit “B”**); Flint River Trail Easement 5 – Temporary Construction Easement comprising 2.231 acres of land (copy of Legal Description attached hereto as **Exhibit “C”**) and Flint River Trail Easement 6 – Temporary Construction Easement comprising 1.681 acres of land (copy of Legal Description attached hereto as **Exhibit “D”**) all as shown on a Survey Plat prepared by Lanier engineering attached hereto as **Exhibit “E”** and as shown on Construction Plans prepared by Kaizen Collaborative and Lanier Engineering, Inc. entitled “Flint River Trails - Albany State University to Downtown Albany” dated December 8, 2017 and last revised January 29, 2021 hereinafter referred to as the “Plans” as shown on a copy of said Plans housed in the Administrative offices of the Board of Commissioners of Dougherty County, Georgia located on the Fifth Floor of the Government Center at 222 Pine Avenue, Albany, Georgia 31701, and Dougherty County desires to obtain the right to construct the Project on such lands; and

WHEREAS, the University, through execution of an Intergovernmental Memorandum of Understanding between the Board of Regents of the University System of Georgia and Dougherty County, Georgia (copy attached hereto as **Exhibit “F”**) providing for shared funding of the ASU to Downtown Connector section of the Project, recognizes the importance of the Project to the University, community and to the citizens of Dougherty County and desires to assist Dougherty County in its implementation of the Project as set forth herein; and

WHEREAS, the University and Dougherty County are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Par. I as an intergovernmental agreement not exceeding fifty years.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1.

GRANT OF LICENSE; TEMPORARY LICENSE FOR CONSTRUCTION;
CONSIDERATION

(a) The University grants to Dougherty County a license for a term hereinafter described to enter upon the portion of the Subject Premises as described on **Exhibit “B”** attached hereto and on the Plans as an area totaling approximately 3.124 acres (hereinafter, the “License Area” or the “Licensed Area”) for the purposes described hereinafter. The term “easement” as used in the Plans is deemed by the parties hereto to mean “License.”

(b) Dougherty County (through its agents, employees or contractors) shall have the right to come upon the License Area for the purpose of designing, constructing, operating and maintaining a public access trail (the “Trail”) in accordance with the Plans and all necessary and reasonable fixtures and equipment related thereto, and such right shall include the right to

construct, install, alter or maintain the following: paved or unpaved walkways, retaining walls, boardwalks, boardwalk elements, overlooks, freestanding walls, seating walls, drainage facilities, slopes to accommodate construction of such facilities, information signage, security lighting and related improvements, fencing, utility lines, landscaping, benches, trash receptacles, and other site furnishings. Dougherty County shall bear the sole expense for design, program management, construction and maintenance of any and all improvements made by Dougherty County to the License Area. Dougherty County shall be responsible for maintaining and repairing the Trail and all fixtures and equipment related thereto so that the Trail and all related fixtures and equipment remain in a good and safe condition throughout the term of this Agreement. Dougherty County shall design, construct, operate, and maintain the Trail in accordance with Georgia Department of Transportation (GDOT), American Association of State Highway Transportation Officials (AASHTO), and the Crime Prevention Through Environmental Design Principles attached hereto as **Exhibit G**.

(c)

- i In the operation and management of the trail, Dougherty County will implement Trail Restrictions similar to those as shown on **Exhibit "H"** and maintain the operation of the trail in accordance therewith. As stated in the Restrictions, the trail will be closed to the Public from sunset to sunrise and clearly marked with signage to that effect. Should there be a need for special use of the trail for other times of the day, Dougherty County will seek and obtain approval from the University's Vice- President of Administration and Fiscal Affairs prior to allowing said use. As stated in the proposed Restrictions, motorized vehicles shall be prohibited within the license area; provided, however that such prohibition shall not apply to (1) those motorized vehicles necessary for Dougherty County to construct, maintain, police and provide emergency service vehicle access to the license area or trail or (2) electric bikes and wheelchairs.
 - ii The University reserves the right to control or limit the rights of the public to use the trail within the license area when, and if, emergency situations arise on the University campus and during closed campus events requiring closure of the trail. In either case, the University agrees to immediately notify both the Dougherty County and City of Albany Police Departments of its decision.
- (d) The University reserves the right to use the License Area so long as such use does not materially interfere with Dougherty County's rights created hereby. Such reservation includes the right of the University to construct, install and maintain such utility or storm drainage pipes, wires, conduits and other structures necessary for the University's use and enjoyment of the University's property, provided, however, that the University shall promptly, at the University's expense, restore and replace any improvements or landscaping that have been installed in the License Area by Dougherty County, and the University shall provide prior written notice to Dougherty County if such activities are estimated to cause interruption of use of the Trail or portion thereof for more than ninety (90) days. Except as provided hereinafter, the University stipulates that no structure, building or portion thereof

shall be built upon or over said License Area. Notwithstanding the foregoing, however, the University reserves the right to relocate some or all of the License Area and the Trail or related improvements in the event that the University deems such relocation necessary for development of the University's property. In such event the University shall provide not less than sixty (60) days prior written notice of such relocation and shall identify the circumstances that require such relocation and the proposed relocation area. Any relocation must provide for reasonably equivalent connectivity and access of the relocated Trail to the remaining portions of the Project. Dougherty County shall submit any comments or objections to the proposed relocation within sixty (60) days following the date of the notice submitted by the University. The University shall bear all costs and expenses related to the relocation, and use of the Trail and relocated Trail shall not be interrupted as a result of such relocation for more than ninety (90) days. The University shall have the right to connect sidewalks, trails, or other pedestrian and bicycle paths to the Trail. The University shall provide Dougherty County with not less than one hundred eighty (180) days prior written notice of any proposed connections and shall provide Dougherty County with plans and drawings that indicate the points of connection and the purpose of the sidewalks, trails, or other pedestrian and bicycle paths. Dougherty County shall submit any comments or objections to the proposed connections within sixty (60) days following the date of the notice submitted by the University.

(e) The University acknowledges the value of the Project and the specific improvements to be made within the License Area to the University. The parties acknowledge that the mutual promises and undertakings hereunder represent good, valuable and sufficient consideration for this License Agreement.

2.

CONSTRUCTION OF IMPROVEMENTS

Dougherty County shall begin construction of the Trail improvements within twelve (12) months of the execution of this Agreement, shall pursue the construction with reasonable diligence and shall complete construction within twenty-four (24) months thereafter (the "Construction Period"). In the event Dougherty County fails to complete construction of the Trail improvements within one hundred eighty (180) days from the expiration of the Construction Period, the University may terminate this Agreement by providing Dougherty County with written notice of termination. Dougherty County shall be responsible for all design, engineering, project management, construction, maintenance and operational costs associated with the Trail and related improvements within the License Area. Dougherty County shall provide University with a minimum of fifteen (15) business days' written notice prior to commencing construction and shall notify University in writing within five (5) business days of completing construction.

The University grants to Dougherty County a temporary license during the Construction Period to come upon the portion of the Subject Premises consisting of the License Area, together with a temporary license area being shown on **Exhibit's "C", "D" and "E"** attached hereto and on the Plans and being 3.912 acres, all being for the purpose of constructing the Trail. Such temporary license shall

include the right for Dougherty County to construct slopes and fills, remove trees and undergrowth, and provide access and staging for equipment and materials. Dougherty County shall not store or stage any equipment or materials in the License Area or Temporary License Area prior to the commencement of construction. During construction, Dougherty County shall not store any unused equipment in the License Area or Temporary License Area for a period of longer than ten (10) business days. At the conclusion of construction, Dougherty County shall clear the License Area and Temporary License Area of all debris and return the site to as close to its original condition as possible. Such temporary license shall terminate automatically at the conclusion of the Construction Period or five (5) years from the date of this Agreement, whichever occurs first.

3.

AS-BUILT SURVEY

Dougherty County will furnish the University an as-built survey that reflects the Trail constructed within one hundred twenty (120) days following final completion of construction of the Trail improvements.

4.

DAMAGE AND DESTRUCTION

4.1 If the Trail and related improvements are destroyed by an event beyond the control of Dougherty County, then Dougherty County may elect whether to reconstruct the facilities at its own expense, including site clearing and restoration, as provided herein, or to terminate this Agreement and restore the Subject Premises to its original condition. Dougherty County shall make such election within ninety (90) days following the date of destruction.

4.2 Dougherty County hereby agrees that if the Subject Premises or any property of the University or the State of Georgia is damaged or disturbed as a result of the exercise by Dougherty County of the license herein granted (other than for the purposes hereinabove described), then, at the election of the University, Dougherty County either shall repair and restore the property or the Subject Premises, or both as the case may be, or shall pay the costs thereof, as determined by the University. Dougherty County shall pay the cost of such repair and restoration within thirty (30) days after notice by the University, or commence repair and restoration within 30 days after notice by the University, and proceed diligently and in good faith. Emergency repairs and restoration, such as repairs to utility lines, and those affecting the public health and safety shall be made immediately. Termination of this Agreement shall not relieve Dougherty County of its obligation to pay for the cost of repair or restoration of the damaged property. If Dougherty County fails either to pay the cost of such repair and restoration or to commence such repair and restoration and proceed diligently and in good faith, the University shall have the right to terminate this Agreement by providing Dougherty County with written notice thereof.

5.

CONDITIONS AND SCOPE OF INTEREST

5.1 This Agreement merely grants to Dougherty County a license for the purposes described herein and does not confer upon Dougherty County any easement or license coupled with an interest in the Subject Premises.

5.2 This Agreement does not make Dougherty County the agent of the University, and Dougherty County shall take no act in the name of the University or State of Georgia. The University does not intend by this Agreement or otherwise to have Dougherty County perform functions of the University or any other instrumentality or entity of State government. This Agreement does not make the University the agent of Dougherty County, and the University shall take no act in the name of Dougherty County. Dougherty County does not intend by this Agreement or otherwise to have the University perform functions of Dougherty County.

5.3 Dougherty County shall not encumber or otherwise affect the title or ownership of the Subject Premises.

5.4 Dougherty County shall have no power to create or to permit the creation of any lien for providing labor, materials or services with respect to real property or construction, including without limitation, the special liens of Part 3 of Article 8 of the Official Code of Georgia Annotated, O.C.G.A. § 44-14-360 et seq. Dougherty County shall pay any claim to be paid and extinguish any lien, or shall file or cause to be filed a bond for discharge of the lien, satisfying the requirements of O.C.G.A. § 44-14-364 and extinguishing the lien.

5.5 Dougherty County shall be responsible for safety upon the License Area but shall recognize the continuing right of the University to be about and upon the License Area for purposes of the University's ownership and without duty to Dougherty County. The University shall have the right to inspect the License Area to determine Dougherty County's compliance with this Agreement but shall have no responsibility to Dougherty County by doing so or to any other person.

6.

CONDITION OF LICENSE AREA

Dougherty County acknowledges that it has fully inspected the License Area and accepts the same in its "as is" "where is" condition. The University shall have no responsibility at any time to Dougherty County for the condition of the License Area and shall have no duty to the Dougherty County or to its contractors, licensees, invitees or trespassers concerning Dougherty County's use of the License Area or their entry or presence on the License Area. The University makes no covenant of quiet enjoyment of the License Area whatsoever.

7.

DISPOSITION AND USE OF FIXTURES AND EQUIPMENT

All property of Dougherty County, upon termination of this Agreement, remains titled in Dougherty County. Dougherty County must remove such property within a reasonable time after termination, not to exceed 90 days.

8.

REVOCATION AND TERMINATION

Upon the termination of the license granted by this Agreement, all remaining permanent fixtures and Trail improvements shall become the property of the University and Dougherty County will execute any necessary transfer documents to reflect the University's ownership of such.

9.

ASSIGNMENT OR TRANSFER

This Agreement and the license granted herein by the University to Dougherty County may not be assigned or transferred by Dougherty County without prior consent of the University. This Agreement creates no third party beneficiaries of privileges or benefits allowed by the University. It grants a privilege to Dougherty County, which Dougherty County may not assign to any other person. The University bestows this license and enters into this Agreement with and only with Dougherty County.

10.

NOTICES

All notices required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice) and the original of said notice shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Mail-Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address. If sent by United States Certified Mail - Return Receipt Requested, the sender or said notice shall request the United States Postal Service to "show to whom, date and address of delivery" of said notice on the returned receipt, the day upon which such notice is hand delivered or so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices, where applicable, shall be addressed to the attention of the person or title, or both if applicable, herein as signed, valid and perfected delivery of notice shall be accomplished under this Agreement even though the said named person or the person holding said title is not the person who accepts or receives delivery of the said notice. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

11.

GENERAL PROVISIONS OF THIS AGREEMENT

11.1 The brief capitalized and underlined headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be

completely disregarded in the construction of this Agreement.

11.2 All time limits stated herein are of the essence of this Agreement.

11.3 For the purpose of inspecting the License Area, Dougherty County shall permit the University, without prior notice, to enter on the License Area at any time.

11.4 No failure of either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

11.5 Nothing contained in this Agreement shall make or be construed to make, the University and Dougherty County partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either the University or Dougherty County liable to a third party for the debts or obligations of the other.

11.6 If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

11.7 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

11.8 This Agreement is executed in counterparts which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

11.9 This Agreement shall be governed by, construed under, performed, and enforced in accordance with the laws of the State of Georgia, Dougherty County shall at all times comply with all applicable laws of the State of Georgia and of the United States, all applicable rules and regulations promulgated pursuant to any and all such laws, all applicable recommended standards, and all applicable local ordinances, including, but not limited to, codes, ordinances and recommended standards now or hereafter promulgated, and all applicable local rules and regulations and recommended standards promulgated pursuant to such codes and ordinances.

11.10 University shall have the right, but not the responsibility, to maintain the landscaping within and around the License Area.

11.11 Dougherty County shall be responsible to the extent provided by law for all injuries or damages to persons or property regardless of ownership arising out of or in connection with this Agreement, the work performed hereunder, or Dougherty County's use and control of the License Area and/or improvements constructed thereon caused by Dougherty County's negligence, willful misconduct or breach of this Agreement.

Dougherty County further shall maintain insurance, self-insurance or a combination of these (collectively "insurance") as shall protect Dougherty County from any claims that may arise out of or in connection with this Agreement. Dougherty County shall maintain insurance against tort claims, employee liability, and automobile liability with limits of not less than \$1,000,000.00 per occurrence, \$3,000,000.00 per aggregate, covering bodily injuries, property damage, and personal injury.

Dougherty County shall notify the University of any claim promptly upon receipt of same, Dougherty County agrees that with respect to the defense of any claims hereunder, the University shall be represented and defended by counsel from the Office of the Attorney General of the State of Georgia.

12. DEFAULT

If Dougherty County defaults in the performance or observance of any provision of this Agreement, which is required to be kept by Dougherty County, notwithstanding whether such event of default be monetary or nonmonetary in nature, and remains in default for thirty (30) calendar days after the date of service of notice of such default by the University; or if Dougherty County repeatedly commits material defaults in the performance or observance of any provision of this Agreement which is required to be kept by Dougherty County; or if Dougherty County fails to comply with any applicable local, state or federal ordinance, law, rule or regulation which is applicable to the License Area; or if Dougherty County shall attempt to make a transfer, assignment or subletting in violation of Dougherty County's acknowledgments and agreements set forth in this Agreement; then, in any of the above said events, the University may at once after such event of default or at once after expiration of the particular grace period provided herein, as the case may be, proceed to terminate this Agreement and Dougherty County's rights in this Agreement, whereupon Dougherty County shall be deemed to have abandoned and surrendered the License Area. The University may enter in and on the License Area and take immediate possession and control of the Subject Premises to the complete exclusion of Dougherty County and remove some or all persons and their effects and the effects of Dougherty County therefrom.

13. ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the University and Dougherty County and constitutes the full, complete and entire agreement between the University and Dougherty County with respect to the License Area and

Dougherty County's use and occupancy thereof; no member, officer, employee, representative or agent of the University or Dougherty County has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both the University and Dougherty County and incorporated in and by reference made a part hereof.

14.
TERM

This Agreement shall have a term of 50 years that shall commence upon the date of execution of this Agreement. During the term hereof, this Agreement shall be binding upon the successors-in-title to the University.

15.
NONDISCRIMINATION

Neither party shall discriminate in performance hereunder on the grounds of race, religion, sex, color, national origin, age, disability, or veteran status.

16.
DRUG-FREE WORKPLACE

By executing this Agreement, Dougherty County certifies that it shall provide a drug-free workplace for its employees in accordance with the laws of the State of Georgia.

Dougherty County shall secure from any and all subcontractors hired to perform work hereunder the following written certification:

“As part of the subcontracting agreement with Dougherty County, _____
(**subcontractor’s name**) certifies to Dougherty County that a drug-free workplace will be provided for its employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code § 50-24-3.”

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IN WITNESS WHEREOF, the Parties have executed this agreement as of the date written above.

Board of Regents of the University System of Georgia

By: _____
Vice Chancellor for Facilities

Attest: _____
Associate Vice Chancellor for Facilities

(SEAL)

Signed, sealed and delivered this _____ day of _____, 2021.

Witness

Notary Public

Board of Commissioners of Dougherty County

By: _____
Christopher S. Cohilas, Chairman

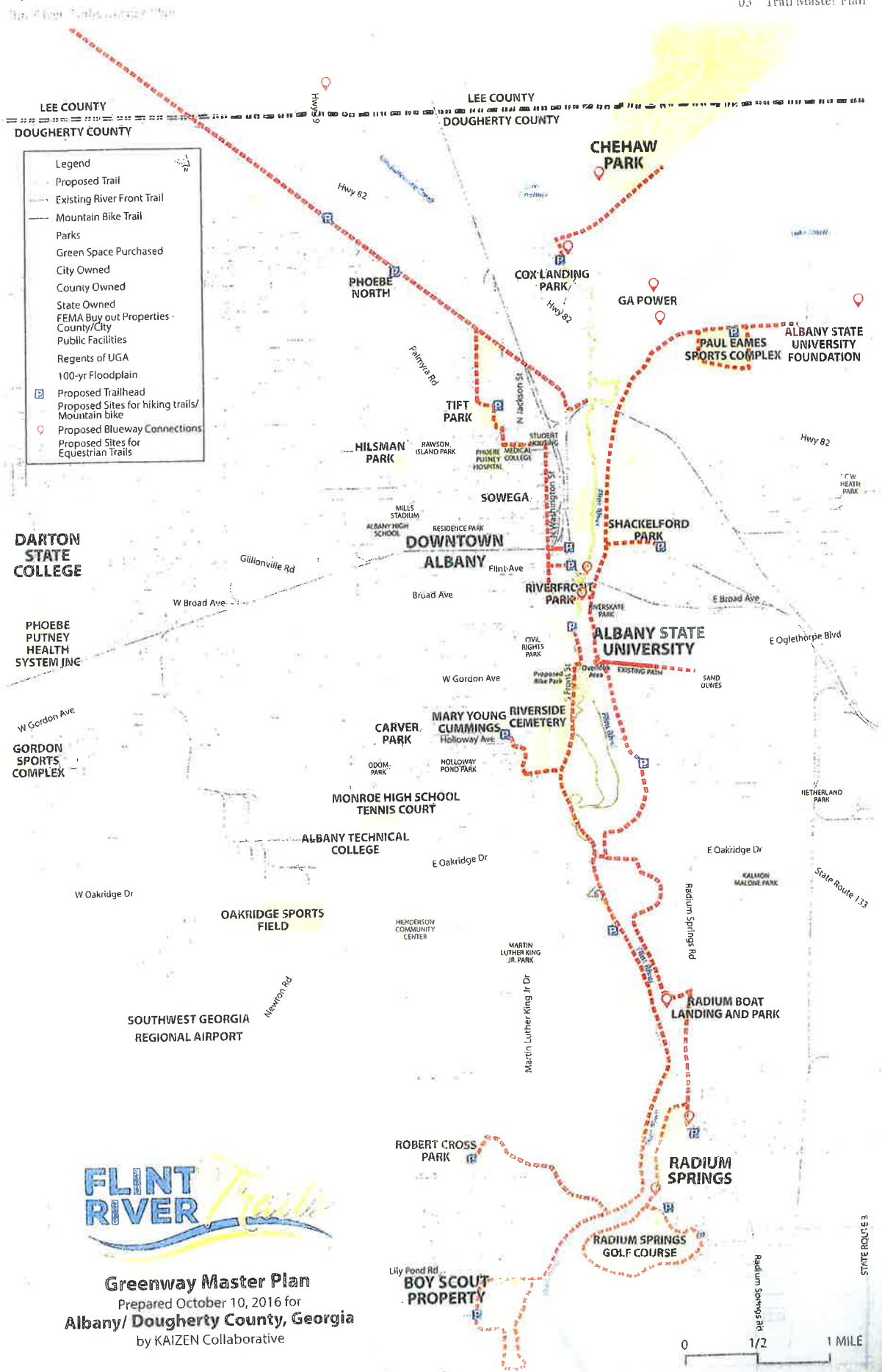
Attest: _____
Jahawn Ware, County Clerk

Signed, sealed and delivered this _____ day of _____, 2021.

Witness

Notary Public

Exhibit A
Flint River Trails Greenway Master Plan



Greenway Master Plan
 Prepared October 10, 2016 for
Albany/ Dougherty County, Georgia
 by KAIZEN Collaborative

Exhibit B

Flint River Trail Easement 3 – Permanent Easement

**Legal Description
Flint River Trail
Easement 3 – Permanent Easement**

All that certain tract or parcel of land situate lying and being part of Land Lots 266, 267, and 268 of the First Land District, being in the City of Albany, Dougherty County, Georgia and being more particularly described as follows:

Commence at the intersection of the West right-of-way of College Drive (50' r/w) and the North right-of-way of E. Oglethorpe Boulevard / U.S. Route 19 Business / U.S. Route 82 Business (right-of-way varies) and go South 86 degrees 07 minutes 06 seconds West along the North right-of-way of E Oglethorpe Boulevard a distance of 117.21 feet; go thence South 03 degrees 52 minutes 54 seconds East a distance of 150.00 feet to the South right-of-way of E. Oglethorpe Boulevard; go thence South 03 degrees 52 minutes 54 seconds East along a jog to the South in the South right-of-way of E. Oglethorpe Boulevard a distance of 75.00 feet; go thence South 86 degrees 07 minutes 06 seconds West along the South right-of-way of E. Oglethorpe Boulevard a distance of 201.92 feet to the point of beginning. From this point go Southerly 22.49 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 18 degrees 33 minutes 56 seconds East and a chord distance of 22.37 feet; go thence South 28 degrees 52 minutes 22 seconds East a distance of 43.99 feet; go thence Southerly 61.87 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 13 degrees 07 minutes 02 seconds East and a chord distance of 61.10 feet; go thence South 02 degrees 38 minutes 18 seconds West a distance of 40.08 feet; go thence Southerly 36.41 feet along the arc of a curve concave to the West, having a radius of 62.50 feet, a chord bearing of South 19 degrees 19 minutes 43 seconds West and a chord distance of 35.90 feet; go thence South 36 degrees 01 minute 07 seconds West a distance of 5.84 feet; go thence Southerly 31.61 feet along the arc of a curve concave to the East, having a radius of 37.50 feet, a chord bearing of South 11 degrees 52 minutes 18 seconds West and a chord distance of 30.68 feet; go thence South 12 degrees 16 minutes 30 seconds East a distance of 17.57 feet; go thence Southerly 30.30 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of South 02 degrees 21 minutes 15 seconds East and a chord distance of 30.15 feet; go thence South 07 degrees 34 minutes 00 seconds West a distance of 35.33 feet; go thence Southerly 38.27 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 09 degrees 58 minutes 37 seconds East and a chord distance of 37.68 feet; go thence South 27 degrees 31 minutes 14 seconds East a distance of 54.55 feet; go thence Southerly 24.91 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 21 degrees 10 minutes 41 seconds East and a chord distance of 24.86 feet; go thence South 14 degrees 50 minutes 08 seconds East a distance of 37.18 feet; go thence Southeasterly 19.63 feet along the arc of a curve concave to the Northeast, having a radius of 27.50 feet, a chord bearing of South 35 degrees 16 minutes 51 seconds East and a chord distance of 19.21 feet; go thence South 55 degrees 43 minutes 34 seconds East a distance of 24.67 feet; go thence Southeasterly

50.98 feet along the arc of a curve concave to the Southwest, having a radius of 62.50 feet, a chord bearing of South 32 degrees 21 minutes 25 seconds East and a chord distance of 49.58 feet; go thence South 08 degrees 59 minutes 16 seconds East a distance of 46.59 feet; go thence Southerly 16.23 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 14 degrees 18 minutes 10 seconds East and a chord distance of 16.21 feet; go thence South 19 degrees 37 minutes 05 seconds East a distance of 187.27 feet; go thence Southerly 36.75 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 10 degrees 15 minutes 37 seconds East and a chord distance of 36.58 feet; go thence South 00 degrees 54 minutes 09 seconds East a distance of 26.04 feet; go thence Southerly 14.63 feet along the arc of a curve concave to the East, having a radius of 287.50 feet, a chord bearing of South 02 degrees 21 minutes 36 seconds East and a chord distance of 14.63 feet; go thence South 03 degrees 49 minutes 04 seconds East a distance of 119.36 feet; go thence Southerly 12.61 feet along the arc of a curve concave to the East, having a radius of 287.50 feet, a chord bearing of South 05 degrees 04 minutes 28 seconds East and a chord distance of 12.61 feet; go thence South 06 degrees 19 minutes 52 seconds East a distance of 262.41 feet; go thence Southerly 22.12 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 00 degrees 41 minutes 51 seconds East and a chord distance of 22.09 feet; go thence South 04 degrees 56 minutes 10 seconds West a distance of 28.41 feet; go thence Southerly 12.82 feet along the arc of a curve concave to the East, having a radius of 187.50 feet, a chord bearing of South 02 degrees 58 minutes 39 seconds West and a chord distance of 12.82 feet; go thence South 01 degree 01 minute 09 seconds West a distance of 11.99 feet; go thence Southerly 12.41 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 03 degrees 02 minutes 35 seconds East and a chord distance of 12.40 feet; go thence South 07 degrees 06 minutes 20 seconds East a distance of 20.67 feet; go thence Southerly 10.58 feet along the arc of a curve concave to the East, having a radius of 27.50 feet, a chord bearing of South 18 degrees 07 minutes 32 seconds East and a chord distance of 10.51 feet; go thence South 29 degrees 08 minutes 44 seconds East a distance of 46.19 feet; go thence Southerly 30.62 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 21 degrees 20 minutes 58 seconds East and a chord distance of 30.52 feet; go thence South 13 degrees 33 minutes 12 seconds East a distance of 194.27 feet; go thence South 13 degrees 33 minutes 12 seconds East a distance of 25.00 feet; go thence South 13 degrees 33 minutes 12 seconds East a distance of 224.31 feet; go thence Southerly 36.92 feet along the arc of a curve concave to the West, having a radius of 2,019.50 feet, a chord bearing of South 13 degrees 01 minute 47 seconds East and a chord distance of 36.92 feet; go thence South 12 degrees 30 minutes 21 seconds East a distance of 133.57 feet; go thence Southerly 13.87 feet along the arc of a curve concave to the West, having a radius of 162.50 feet, a chord bearing of South 10 degrees 03 minutes 41 seconds East and a chord distance of 13.86 feet; go thence South 07 degrees 37 minutes 00 seconds East a distance of 19.10 feet; go thence Southerly 6.10 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 10 degrees 24 minutes 51 seconds East and a chord distance of 6.10 feet; go thence South 13 degrees 12 minutes 41 seconds East a distance of 6.35 feet; go thence Southerly 4.76 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 15

degrees 23 minutes 32 seconds East and a chord distance of 4.76 feet; go thence South 17 degrees 34 minutes 22 seconds East a distance of 18.33 feet; go thence Southerly 17.50 feet along the arc of a curve concave to the West, having a radius of 162.50 feet, a chord bearing of South 14 degrees 29 minutes 18 seconds East and a chord distance of 17.49 feet; go thence South 11 degrees 24 minutes 14 seconds East a distance of 316.09 feet; go thence Southerly 24.68 feet along the arc of a curve concave to the East, having a radius of 1,980.50 feet, a chord bearing of South 11 degrees 45 minutes 39 seconds East and a chord distance of 24.68 feet; go thence South 12 degrees 07 minutes 04 seconds East a distance of 339.02 feet; go thence Southerly 35.40 feet along the arc of a curve concave to the East, having a radius of 1,980.50 feet, a chord bearing of South 12 degrees 37 minutes 47 seconds East and a chord distance of 35.40 feet; go thence South 13 degrees 08 minutes 31 seconds East a distance of 169.38 feet; go thence Southerly 22.73 feet along the arc of a curve concave to the East, having a radius of 1,980.50 feet, a chord bearing of South 13 degrees 28 minutes 14 seconds East and a chord distance of 22.73 feet; go thence South 13 degrees 47 minutes 58 seconds East a distance of 65.70 feet; go thence Southerly 31.26 feet along the arc of a curve concave to the East, having a radius of 980.50 feet, a chord bearing of South 14 degrees 42 minutes 46 seconds East and a chord distance of 31.26 feet; go thence South 15 degrees 37 minutes 34 seconds East a distance of 228.10 feet; go thence Southerly 98.92 feet along the arc of a curve concave to the West, having a radius of 2,012.50 feet, a chord bearing of South 14 degrees 13 minutes 05 seconds East and a chord distance of 98.91 feet; go thence South 12 degrees 48 minutes 36 seconds East a distance of 109.98 feet; go thence Southerly 26.35 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 06 degrees 05 minutes 57 seconds East and a chord distance of 26.29 feet; go thence South 00 degrees 36 minutes 42 seconds West a distance of 12.90 feet; go thence Southerly 9.44 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 03 degrees 42 minutes 59 seconds East and a chord distance of 9.43 feet; go thence South 08 degrees 02 minutes 40 seconds East a distance of 12.02 feet; go thence Southerly 7.78 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 11 degrees 36 minutes 31 seconds East and a chord distance of 7.77 feet; go thence South 15 degrees 10 minutes 22 seconds East a distance of 6.63 feet; go thence Southeasterly 8.48 feet along the arc of a curve concave to the Northeast, having a radius of 27.50 feet, a chord bearing of South 24 degrees 00 minutes 41 seconds East and a chord distance of 8.45 feet; go thence South 32 degrees 51 minutes 01 seconds East a distance of 23.77 feet; go thence Southeasterly 52.41 feet along the arc of a curve concave to the Southwest, having a radius of 162.50 feet, a chord bearing of South 23 degrees 36 minutes 35 seconds East and a chord distance of 52.19 feet; go thence South 14 degrees 22 minutes 10 seconds East a distance of 305.99 feet; go thence Southerly 53.31 feet along the arc of a curve concave to the West, having a radius of 2,019.50 feet, a chord bearing of South 13 degrees 36 minutes 47 seconds East and a chord distance of 53.31 feet; go thence South 12 degrees 51 minutes 25 seconds East a distance of 334.28 feet; go thence Southerly 312.46 feet along the arc of a curve concave to the East, having a radius of 1,330.50 feet, a chord bearing of South 19 degrees 35 minutes 05 seconds East and a chord distance of 311.74 feet; to a point of compound curve to the left having a radius of 187.50 feet and a central angle of 36 degrees 03 minutes 41 seconds, thence Southeasterly along the arc a distance of

118.01 feet; go thence South 62 degrees 22 minutes 26 seconds East a distance of 198.97 feet; go thence Easterly 173.90 feet along the arc of a curve concave to the North, having a radius of 187.50 feet, a chord bearing of South 88 degrees 56 minutes 40 seconds East and a chord distance of 167.74 feet; go thence North 64 degrees 29 minutes 06 seconds East a distance of 77.35 feet; go thence Northeasterly 10.24 feet along the arc of a curve concave to the Northwest, having a radius of 12.50 feet, a chord bearing of North 41 degrees 01 minute 14 seconds East and a chord distance of 9.95 feet; go thence North 17 degrees 33 minutes 23 seconds East a distance of 29.53 feet; go thence South 72 degrees 26 minutes 37 seconds East a distance of 25.00 feet; go thence South 17 degrees 33 minutes 23 seconds West a distance of 29.53 feet; go thence Southwesterly 30.71 feet along the arc of a curve concave to the Northwest, having a radius of 37.50 feet, a chord bearing of South 41 degrees 01 minute 14 seconds West and a chord distance of 29.86 feet; go thence South 64 degrees 29 minutes 06 seconds West a distance of 77.35 feet; go thence Westerly 197.09 feet along the arc of a curve concave to the North, having a radius of 212.50 feet, a chord bearing of North 88 degrees 56 minutes 40 seconds West and a chord distance of 190.10 feet; go thence North 62 degrees 22 minutes 26 seconds West a distance of 198.97 feet; go thence Northwesterly 133.75 feet along the arc of a curve concave to the Northeast, having a radius of 212.50 feet, a chord bearing of North 44 degrees 20 minutes 35 seconds West and a chord distance of 131.55 feet to a point of compound curve to the right having a radius of 1,355.50 feet and a central angle of 13 degrees 27 minutes 20 seconds, thence Northerly along the arc, a distance of 318.33 feet; go thence North 12 degrees 51 minutes 25 seconds West a distance of 334.28 feet; go thence Northerly 52.65 feet along the arc of a curve concave to the West, having a radius of 1,994.50 feet, a chord bearing of North 13 degrees 36 minutes 47 seconds West and a chord distance of 52.65 feet; go thence North 14 degrees 22 minutes 10 seconds West a distance of 305.99 feet; go thence Northwesterly 44.35 feet along the arc of a curve concave to the Southwest, having a radius of 137.50 feet, a chord bearing of North 23 degrees 36 minutes 35 seconds West and a chord distance of 44.16 feet; go thence North 32 degrees 51 minutes 01 seconds West a distance of 23.77 feet; go thence Northwesterly 16.20 feet along the arc of a curve concave to the Northeast, having a radius of 52.50 feet, a chord bearing of North 24 degrees 00 minutes 41 seconds West and a chord distance of 16.13 feet; go thence North 15 degrees 10 minutes 22 seconds West a distance of 6.63 feet; go thence Northerly 10.89 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of North 11 degrees 36 minutes 31 seconds West and a chord distance of 10.88 feet; go thence North 08 degrees 02 minutes 40 seconds West a distance of 12.02 feet; go thence Northerly 13.22 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of North 03 degrees 42 minutes 59 seconds West and a chord distance of 13.21 feet; go thence North 00 degrees 36 minutes 42 seconds East a distance of 12.90 feet; go thence Northerly 20.50 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of North 06 degrees 05 minutes 57 seconds West and a chord distance of 20.45 feet; go thence North 12 degrees 48 minutes 36 seconds West a distance of 109.98 feet; go thence Northerly 97.69 feet along the arc of a curve concave to the West, having a radius of 1,987.50 feet, a chord bearing of North 14 degrees 13 minutes 05 seconds West and a chord distance of 97.68 feet; go thence North 15 degrees 37 minutes 34 seconds West a distance of 228.10 feet; go thence Northerly 32.06 feet along the arc of a

curve concave to the East, having a radius of 1,005.50 feet, a chord bearing of North 14 degrees 42 minutes 46 seconds West and a chord distance of 32.06 feet; go thence North 13 degrees 47 minutes 58 seconds West a distance of 65.70 feet; go thence Northerly 23.01 feet along the arc of a curve concave to the East, having a radius of 2,005.50 feet, a chord bearing of North 13 degrees 28 minutes 14 seconds West and a chord distance of 23.01 feet; go thence North 13 degrees 08 minutes 31 seconds West a distance of 169.38 feet; go thence Northerly 35.85 feet along the arc of a curve concave to the East, having a radius of 2,005.50 feet, a chord bearing of North 12 degrees 37 minutes 47 seconds West and a chord distance of 35.85 feet; go thence North 12 degrees 07 minutes 04 seconds West a distance of 339.02 feet; go thence Northerly 24.99 feet along the arc of a curve concave to the East, having a radius of 2,005.50 feet, a chord bearing of North 11 degrees 45 minutes 39 seconds West and a chord distance of 24.99 feet; go thence North 11 degrees 24 minutes 14 seconds West a distance of 316.09 feet; go thence Northerly 14.80 feet along the arc of a curve concave to the West, having a radius of 137.50 feet, a chord bearing of North 14 degrees 29 minutes 18 seconds West and a chord distance of 14.80 feet; go thence North 17 degrees 34 minutes 22 seconds West a distance of 18.33 feet; go thence Northerly 6.66 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of North 15 degrees 23 minutes 32 seconds West and a chord distance of 6.66 feet; go thence North 13 degrees 12 minutes 41 seconds West a distance of 6.35 feet; go thence Northerly 8.54 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of North 10 degrees 24 minutes 51 seconds West and a chord distance of 8.54 feet; go thence North 07 degrees 37 minutes 00 seconds West a distance of 19.10 feet; go thence Northerly 11.73 feet along the arc of a curve concave to the West, having a radius of 137.50 feet, a chord bearing of North 10 degrees 03 minutes 41 seconds West and a chord distance of 11.73 feet; go thence North 12 degrees 30 minutes 21 seconds West a distance of 133.57 feet; go thence Northerly 36.46 feet along the arc of a curve concave to the West, having a radius of 1,994.50 feet, a chord bearing of North 13 degrees 01 minute 47 seconds West and a chord distance of 36.46 feet; go thence North 13 degrees 33 minutes 12 seconds West a distance of 443.58 feet; go thence Northerly 23.81 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of North 21 degrees 20 minutes 58 seconds West and a chord distance of 23.74 feet; go thence North 29 degrees 08 minutes 44 seconds West a distance of 46.19 feet; go thence Northerly 20.20 feet along the arc of a curve concave to the East, having a radius of 52.50 feet, a chord bearing of North 18 degrees 07 minutes 32 seconds West and a chord distance of 20.07 feet; go thence North 07 degrees 06 minutes 20 seconds West a distance of 20.67 feet; go thence Northerly 15.95 feet along the arc of a curve concave to the East, having a radius of 112.50 feet, a chord bearing of North 03 degrees 02 minutes 35 seconds West and a chord distance of 15.94 feet; go thence North 01 degree 01 minute 09 seconds East a distance of 11.99 feet; go thence Northerly 14.53 feet along the arc of a curve concave to the East, having a radius of 212.50 feet, a chord bearing of North 02 degrees 58 minutes 39 seconds East and a chord distance of 14.52 feet; go thence North 04 degrees 56 minutes 10 seconds East a distance of 28.41 feet; go thence Northerly 17.21 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of North 00 degrees 41 minutes 51 seconds West and a chord distance of 17.18 feet; go thence North 06 degrees 19 minutes 52 seconds West a distance of 262.41 feet; go thence Northerly 13.71 feet along

the arc of a curve concave to the East, having a radius of 312.50 feet, a chord bearing of North 05 degrees 04 minutes 28 seconds West and a chord distance of 13.71 feet; go thence North 03 degrees 49 minutes 04 seconds West a distance of 119.36 feet; go thence Northerly 15.90 feet along the arc of a curve concave to the East, having a radius of 312.50 feet, a chord bearing of North 02 degrees 21 minutes 36 seconds West and a chord distance of 15.90 feet; go thence North 00 degrees 54 minutes 09 seconds West a distance of 26.04 feet; go thence Northerly 28.58 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of North 10 degrees 15 minutes 37 seconds West and a chord distance of 28.45 feet; go thence North 19 degrees 37 minutes 05 seconds West a distance of 187.27 feet; go thence Northerly 20.87 feet along the arc of a curve concave to the East, having a radius of 112.50 feet, a chord bearing of North 14 degrees 18 minutes 10 seconds West and a chord distance of 20.84 feet; go thence North 08 degrees 59 minutes 16 seconds West a distance of 46.59 feet; go thence Northwesterly 30.59 feet along the arc of a curve concave to the Southwest, having a radius of 37.50 feet, a chord bearing of North 32 degrees 21 minutes 25 seconds West and a chord distance of 29.75 feet; go thence North 55 degrees 43 minutes 34 seconds West a distance of 24.67 feet; go thence Northwesterly 37.47 feet along the arc of a curve concave to the Northeast, having a radius of 52.50 feet, a chord bearing of North 35 degrees 16 minutes 51 seconds West and a chord distance of 36.68 feet; go thence North 14 degrees 50 minutes 08 seconds West a distance of 37.18 feet; go thence Northerly 19.37 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of North 21 degrees 10 minutes 41 seconds West and a chord distance of 19.33 feet; go thence North 27 degrees 31 minutes 14 seconds West a distance of 54.55 feet; go thence Northerly 53.58 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of North 09 degrees 58 minutes 37 seconds West and a chord distance of 52.75 feet; go thence North 07 degrees 34 minutes 00 seconds East a distance of 35.33 feet; go thence Northerly 21.64 feet along the arc of a curve concave to the West, having a radius of 62.50 feet, a chord bearing of North 02 degrees 21 minutes 15 seconds West and a chord distance of 21.54 feet; go thence North 12 degrees 16 minutes 30 seconds West a distance of 17.57 feet; go thence Northerly 52.68 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of North 11 degrees 52 minutes 18 seconds East and a chord distance of 51.13 feet; go thence North 36 degrees 01 minute 07 seconds East a distance of 5.84 feet; go thence Northerly 21.85 feet along the arc of a curve concave to the West, having a radius of 37.50 feet, a chord bearing of North 19 degrees 19 minutes 43 seconds East and a chord distance of 21.54 feet; go thence North 02 degrees 38 minutes 18 seconds East a distance of 40.08 feet; go thence Northerly 48.12 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of North 13 degrees 07 minutes 02 seconds West and a chord distance of 47.52 feet; go thence North 28 degrees 52 minutes 22 seconds West a distance of 43.99 feet; go thence Northerly 33.39 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of North 17 degrees 56 minutes 23 seconds West and a chord distance of 33.19 feet to the South right-of-way of E. Oglethorpe Boulevard; go thence North 86 degrees 07 minutes 06 seconds East along the South right-of-way of E. Oglethorpe Boulevard a distance of 25.05 feet to the point of beginning.

Said tract or parcel contains 3.124 acres.

Exhibit C

Flint River Trail Easement 5- Temporary Construction Easement

Legal Description
Flint River Trail
Easement 5 – Temporary Construction Easement

All that certain tract or parcel of land situate lying and being part of Land Lots 266, 267, and 268 of the First Land District, being in the City of Albany, Dougherty County, Georgia and being more particularly described as follows:

Commence at the intersection of the West right-of-way of College Drive (50' r/w) and the North right-of-way of E. Oglethorpe Boulevard / U.S. Route 19 Business / U.S. Route 82 Business (right-of-way varies) and go South 86 degrees 07 minutes 06 seconds West along the North right-of-way of E Oglethorpe Boulevard a distance of 117.21 feet; go thence South 03 degrees 52 minutes 54 seconds East a distance of 150.00 feet to the South right-of-way of E. Oglethorpe Boulevard; go thence South 03 degrees 52 minutes 54 seconds East along a jog to the South on the South right-of-way of E. Oglethorpe Boulevard a distance of 75.00 feet; go thence South 86 degrees 07 minutes 06 seconds West along the South right-of-way of E. Oglethorpe Boulevard a distance of 189.38 feet to the point of beginning. From this point go South 86 degrees 07 minutes 06 seconds West a distance of 12.55 feet; go thence Southerly 22.49 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 18 degrees 33 minutes 56 seconds East and a chord distance of 22.37 feet; go thence South 28 degrees 52 minutes 22 seconds East a distance of 43.99 feet; go thence Southerly 61.87 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 13 degrees 07 minutes 02 seconds East and a chord distance of 61.10 feet; go thence South 02 degrees 38 minutes 18 seconds West a distance of 40.08 feet; go thence Southerly 36.41 feet along the arc of a curve concave to the West, having a radius of 62.50 feet, a chord bearing of South 19 degrees 19 minutes 43 seconds West and a chord distance of 35.90 feet; go thence South 36 degrees 01 minute 07 seconds West a distance of 5.84 feet; go thence Southerly 31.61 feet along the arc of a curve concave to the East, having a radius of 37.50 feet, a chord bearing of South 11 degrees 52 minutes 18 seconds West and a chord distance of 30.68 feet; go thence South 12 degrees 16 minutes 30 seconds East a distance of 17.57 feet; go thence Southerly 30.30 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of South 02 degrees 21 minutes 15 seconds East and a chord distance of 30.15 feet; go thence South 07 degrees 34 minutes 00 seconds West a distance of 35.33 feet; go thence Southerly 38.27 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 09 degrees 58 minutes 37 seconds East and a chord distance of 37.68 feet; go thence South 27 degrees 31 minutes 14 seconds East a distance of 54.55 feet; go thence Southerly 24.91 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 21 degrees 10 minutes 41 seconds East and a chord distance of 24.86 feet; go thence South 14 degrees 50 minutes 08 seconds East a distance of 37.18 feet; go thence Southeasterly 19.63 feet along the arc of a curve concave to the Northeast, having a radius of 27.50 feet, a chord bearing of South 35 degrees 16 minutes 51 seconds East and a chord distance of 19.21 feet; go thence South 55 degrees 43 minutes 34 seconds East a distance of 24.67 feet; go thence Southeasterly 50.98 feet along the arc of a curve concave to the Southwest, having a radius of 62.50 feet, a chord bearing of South 32 degrees 21 minutes 25 seconds East and a chord distance of 49.58 feet; go thence South 08 degrees 59 minutes 16 seconds East a distance of 46.59 feet; go thence Southerly 16.23 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 14 degrees 18 minutes 10 seconds East and a chord distance of 16.21 feet; go thence South 19 degrees 37 minutes 05 seconds East a distance of 187.27 feet; go thence Southerly 36.75 feet

along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 10 degrees 15 minutes 37 seconds East and a chord distance of 36.58 feet; go thence South 00 degrees 54 minutes 09 seconds East a distance of 26.04 feet; go thence Southerly 14.63 feet along the arc of a curve concave to the East, having a radius of 287.50 feet, a chord bearing of South 02 degrees 21 minutes 36 seconds East and a chord distance of 14.63 feet; go thence South 03 degrees 49 minutes 04 seconds East a distance of 119.36 feet; go thence Southerly 12.61 feet along the arc of a curve concave to the East, having a radius of 287.50 feet, a chord bearing of South 05 degrees 04 minutes 28 seconds East and a chord distance of 12.61 feet; go thence South 06 degrees 19 minutes 52 seconds East a distance of 262.41 feet; go thence Southerly 22.12 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 00 degrees 41 minutes 51 seconds East and a chord distance of 22.09 feet; go thence South 04 degrees 56 minutes 10 seconds West a distance of 28.41 feet; go thence Southerly 12.82 feet along the arc of a curve concave to the East, having a radius of 187.50 feet, a chord bearing of South 02 degrees 58 minutes 39 seconds West and a chord distance of 12.82 feet; go thence South 01 degree 01 minute 09 seconds West a distance of 11.99 feet; go thence Southerly 12.41 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 03 degrees 02 minutes 35 seconds East and a chord distance of 12.40 feet; go thence South 07 degrees 06 minutes 20 seconds East a distance of 20.67 feet; go thence Southerly 10.58 feet along the arc of a curve concave to the East, having a radius of 27.50 feet, a chord bearing of South 18 degrees 07 minutes 32 seconds East and a chord distance of 10.51 feet; go thence South 29 degrees 08 minutes 44 seconds East a distance of 46.19 feet; go thence Southerly 30.62 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 21 degrees 20 minutes 58 seconds East and a chord distance of 30.52 feet; go thence South 13 degrees 33 minutes 12 seconds East a distance of 194.27 feet; go thence South 13 degrees 33 minutes 12 seconds East a distance of 25.00 feet; go thence South 13 degrees 33 minutes 12 seconds East a distance of 224.31 feet; go thence Southerly 36.92 feet along the arc of a curve concave to the West, having a radius of 2,019.50 feet, a chord bearing of South 13 degrees 01 minute 47 seconds East and a chord distance of 36.92 feet; go thence South 12 degrees 30 minutes 21 seconds East a distance of 133.57 feet; go thence Southerly 13.87 feet along the arc of a curve concave to the West, having a radius of 162.50 feet, a chord bearing of South 10 degrees 03 minutes 41 seconds East and a chord distance of 13.86 feet; go thence South 07 degrees 37 minutes 00 seconds East a distance of 19.10 feet; go thence Southerly 6.10 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 10 degrees 24 minutes 51 seconds East and a chord distance of 6.10 feet; go thence South 13 degrees 12 minutes 41 seconds East a distance of 6.35 feet; go thence Southerly 4.76 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 15 degrees 23 minutes 32 seconds East and a chord distance of 4.76 feet; go thence South 17 degrees 34 minutes 22 seconds East a distance of 18.33 feet; go thence Southerly 17.50 feet along the arc of a curve concave to the West, having a radius of 162.50 feet, a chord bearing of South 14 degrees 29 minutes 18 seconds East and a chord distance of 17.49 feet; go thence South 11 degrees 24 minutes 14 seconds East a distance of 316.09 feet; go thence Southerly 24.68 feet along the arc of a curve concave to the East, having a radius of 1,980.50 feet, a chord bearing of South 11 degrees 45 minutes 39 seconds East and a chord distance of 24.68 feet; go thence South 12 degrees 07 minutes 04 seconds East a distance of 339.02 feet; go thence Southerly 35.40 feet along the arc of a curve concave to the East, having a radius of 1,980.50 feet, a chord bearing of South 12 degrees 37 minutes 47 seconds East and a chord distance of 35.40 feet; go thence South 13 degrees 08 minutes 31 seconds East a

distance of 169.38 feet; go thence Southerly 22.73 feet along the arc of a curve concave to the East, having a radius of 1,980.50 feet, a chord bearing of South 13 degrees 28 minutes 14 seconds East and a chord distance of 22.73 feet; go thence South 13 degrees 47 minutes 58 seconds East a distance of 65.70 feet; go thence Southerly 31.26 feet along the arc of a curve concave to the East, having a radius of 980.50 feet, a chord bearing of South 14 degrees 42 minutes 46 seconds East and a chord distance of 31.26 feet; go thence South 15 degrees 37 minutes 34 seconds East a distance of 228.10 feet; go thence Southerly 98.92 feet along the arc of a curve concave to the West, having a radius of 2,012.50 feet, a chord bearing of South 14 degrees 13 minutes 05 seconds East and a chord distance of 98.91 feet; go thence South 12 degrees 48 minutes 36 seconds East a distance of 109.98 feet; go thence Southerly 26.35 feet along the arc of a curve concave to the West, having a radius of 112.50 feet, a chord bearing of South 06 degrees 05 minutes 57 seconds East and a chord distance of 26.29 feet; go thence South 00 degrees 36 minutes 42 seconds West a distance of 12.90 feet; go thence Southerly 9.44 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 03 degrees 42 minutes 59 seconds East and a chord distance of 9.43 feet; go thence South 08 degrees 02 minutes 40 seconds East a distance of 12.02 feet; go thence Southerly 7.78 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 11 degrees 36 minutes 31 seconds East and a chord distance of 7.77 feet; go thence South 15 degrees 10 minutes 22 seconds East a distance of 6.63 feet; go thence Southeasterly 8.48 feet along the arc of a curve concave to the Northeast, having a radius of 27.50 feet, a chord bearing of South 24 degrees 00 minutes 41 seconds East and a chord distance of 8.45 feet; go thence South 32 degrees 51 minutes 01 seconds East a distance of 23.77 feet; go thence Southeasterly 52.41 feet along the arc of a curve concave to the Southwest, having a radius of 162.50 feet, a chord bearing of South 23 degrees 36 minutes 35 seconds East and a chord distance of 52.19 feet; go thence South 14 degrees 22 minutes 10 seconds East a distance of 305.99 feet; go thence Southerly 53.31 feet along the arc of a curve concave to the West, having a radius of 2,019.50 feet, a chord bearing of South 13 degrees 36 minutes 47 seconds East and a chord distance of 53.31 feet; go thence South 12 degrees 51 minutes 25 seconds East a distance of 334.28 feet; go thence Southerly 312.46 feet along the arc of a curve concave to the East, having a radius of 1,330.50 feet, a chord bearing of South 19 degrees 35 minutes 05 seconds East and a chord distance of 311.74 feet; to a point of compound curve to the left having a radius of 187.50 feet and a central angle of 36 degrees 03 minutes 41 seconds; thence Southeasterly along the arc, a distance of 118.01 feet go thence South 62 degrees 22 minutes 26 seconds East a distance of 198.97 feet; go thence Easterly 173.90 feet along the arc of a curve concave to the North, having a radius of 187.50 feet, a chord bearing of South 88 degrees 56 minutes 40 seconds East and a chord distance of 167.74 feet; go thence North 64 degrees 29 minutes 06 seconds East a distance of 77.35 feet; go thence Northeasterly 10.24 feet along the arc of a curve concave to the Northwest, having a radius of 12.50 feet, a chord bearing of North 41 degrees 01 minute 14 seconds East and a chord distance of 9.95 feet; go thence North 17 degrees 33 minutes 23 seconds East a distance of 29.53 feet; go thence North 72 degrees 26 minutes 37 seconds West a distance of 12.50 feet; go thence South 17 degrees 33 minutes 23 seconds West a distance of 29.53 feet; go thence South 64 degrees 29 minutes 06 seconds West a distance of 77.35 feet; go thence Westerly 162.31 feet along the arc of

a curve concave to the North, having a radius of 175.00 feet, a chord bearing of North 88 degrees 56 minutes 40 seconds West and a chord distance of 156.56 feet; go thence North 62 degrees 22 minutes 26 seconds West a distance of 198.97 feet; go thence Northwesterly 110.14 feet along the arc of a curve concave to the Northeast, having a radius of 175.00 feet, a chord bearing of North 44 degrees 20 minutes 35 seconds West and a chord distance of 108.33 feet to a point of compound curve to the right having a radius of 1,318.00 feet and a central angle of 13 degrees 27 minutes 20 seconds; thence Northerly along the arc, a distance of 309.53 feet; go thence North 12 degrees 51 minutes 25 seconds West a distance of 159.82 feet; go thence North 35 degrees 45 minutes 17 seconds East a distance of 16.99 feet; go thence North 11 degrees 05 minutes 38 seconds West a distance of 151.92 feet; go thence North 13 degrees 56 minutes 28 seconds West a distance of 217.97 feet; go thence North 12 degrees 39 minutes 53 seconds West a distance of 93.83 feet; go thence North 16 degrees 16 minutes 48 seconds West a distance of 75.10 feet; go thence North 25 degrees 10 minutes 39 seconds West a distance of 30.17 feet; go thence North 78 degrees 34 minutes 54 seconds West a distance of 24.08 feet; go thence North 32 degrees 51 minutes 01 seconds West a distance of 23.77 feet; go thence Northwesterly 4.63 feet along the arc of a curve concave to the Northeast, having a radius of 15.00 feet, a chord bearing of North 24 degrees 00 minutes 41 seconds West and a chord distance of 4.61 feet; go thence North 15 degrees 10 minutes 22 seconds West a distance of 6.63 feet; go thence Northerly 6.22 feet along the arc of a curve concave to the East, having a radius of 50.00 feet, a chord bearing of North 11 degrees 36 minutes 31 seconds West and a chord distance of 6.22 feet; go thence North 08 degrees 02 minutes 40 seconds West a distance of 12.02 feet; go thence Northerly 7.55 feet along the arc of a curve concave to the East, having a radius of 50.00 feet, a chord bearing of North 03 degrees 42 minutes 59 seconds West and a chord distance of 7.55 feet; go thence North 00 degrees 36 minutes 42 seconds East a distance of 12.90 feet; go thence Northerly 29.28 feet along the arc of a curve concave to the West, having a radius of 125.00 feet, a chord bearing of North 06 degrees 05 minutes 57 seconds West and a chord distance of 29.21 feet; go thence North 12 degrees 48 minutes 36 seconds West a distance of 93.40 feet; go thence North 29 degrees 09 minutes 22 seconds East a distance of 17.26 feet; go thence North 13 degrees 56 minutes 31 seconds West a distance of 71.69 feet; go thence North 14 degrees 51 minutes 53 seconds West a distance of 86.66 feet; go thence North 19 degrees 52 minutes 21 seconds West a distance of 103.07 feet; go thence North 14 degrees 01 minute 29 seconds West a distance of 122.79 feet; go thence North 24 degrees 43 minutes 22 seconds West a distance of 23.60 feet; go thence North 13 degrees 31 minutes 01 seconds West a distance of 110.11 feet; go thence North 12 degrees 26 minutes 19 seconds West a distance of 369.95 feet; go thence North 11 degrees 49 minutes 59 seconds West a distance of 83.55 feet; go thence North 11 degrees 22 minutes 33 seconds West a distance of 129.13 feet; go thence North 00 degrees 56 minutes 01 seconds West a distance of 10.58 feet; go thence North 13 degrees 08 minutes 26 seconds West a distance of 17.96 feet; go thence North 19 degrees 36 minutes 43 seconds West a distance of 30.53 feet; go thence North 11 degrees 24 minutes 14 seconds West a distance of 176.59 feet; go thence Northerly 18.84 feet along the arc of a curve concave to the West, having a radius of 175.00 feet, a chord bearing of North 14 degrees 29 minutes 18 seconds West and a chord distance of 18.83 feet; go thence North 17 degrees 34 minutes 22 seconds West a distance of 18.33 feet; go thence Northerly 3.81 feet along the arc of a

curve concave to the East, having a radius of 50.00 feet, a chord bearing of North 15 degrees 23 minutes 32 seconds West and a chord distance of 3.81 feet; go thence North 13 degrees 12 minutes 41 seconds West a distance of 6.35 feet; go thence Northerly 4.88 feet along the arc of a curve concave to the East, having a radius of 50.00 feet, a chord bearing of North 10 degrees 24 minutes 51 seconds West and a chord distance of 4.88 feet; go thence North 07 degrees 37 minutes 00 seconds West a distance of 19.10 feet; go thence Northerly 14.93 feet along the arc of a curve concave to the West, having a radius of 175.00 feet, a chord bearing of North 10 degrees 03 minutes 41 seconds West and a chord distance of 14.93 feet; go thence North 12 degrees 30 minutes 21 seconds West a distance of 10.14 feet; go thence North 24 degrees 42 minutes 33 seconds East a distance of 18.12 feet; go thence North 11 degrees 46 minutes 45 seconds West a distance of 252.59 feet; go thence North 10 degrees 45 minutes 52 seconds West a distance of 201.01 feet; go thence North 19 degrees 43 minutes 59 seconds West a distance of 74.04 feet; go thence North 14 degrees 19 minutes 17 seconds West a distance of 143.25 feet; go thence North 75 degrees 35 minutes 52 seconds West a distance of 36.55 feet; go thence North 07 degrees 06 minutes 20 seconds West a distance of 7.09 feet; go thence Northerly 10.64 feet along the arc of a curve concave to the East, having a radius of 75.00 feet, a chord bearing of North 03 degrees 02 minutes 35 seconds West and a chord distance of 10.63 feet; go thence North 01 degree 01 minute 09 seconds East a distance of 11.99 feet; go thence Northerly 11.96 feet along the arc of a curve concave to the East, having a radius of 175.00 feet, a chord bearing of North 02 degrees 58 minutes 39 seconds East and a chord distance of 11.96 feet; go thence North 04 degrees 56 minutes 10 seconds East a distance of 28.41 feet; go thence Northerly 24.58 feet along the arc of a curve concave to the West, having a radius of 125.00 feet, a chord bearing of North 00 degrees 41 minutes 51 seconds West and a chord distance of 24.54 feet; go thence North 06 degrees 19 minutes 52 seconds West a distance of 121.14 feet; go thence North 32 degrees 38 minutes 09 seconds East a distance of 10.37 feet; go thence North 06 degrees 02 minutes 06 seconds West a distance of 61.89 feet; go thence North 08 degrees 49 minutes 28 seconds West a distance of 42.88 feet; go thence North 04 degrees 56 minutes 54 seconds West a distance of 91.27 feet; go thence North 00 degrees 42 minutes 19 seconds West a distance of 42.05 feet; go thence North 39 degrees 31 minutes 07 seconds West a distance of 11.94 feet; go thence North 03 degrees 49 minutes 04 seconds West a distance of 16.72 feet; go thence Northerly 13.99 feet along the arc of a curve concave to the East, having a radius of 275.00 feet, a chord bearing of North 02 degrees 21 minutes 36 seconds West and a chord distance of 13.99 feet; go thence North 00 degrees 54 minutes 09 seconds West a distance of 26.04 feet; go thence Northerly 40.83 feet along the arc of a curve concave to the West, having a radius of 125.00 feet, a chord bearing of North 10 degrees 15 minutes 37 seconds West and a chord distance of 40.65 feet; go thence North 19 degrees 37 minutes 05 seconds West a distance of 187.27 feet; go thence Northerly 13.91 feet along the arc of a curve concave to the East, having a radius of 75.00 feet, a chord bearing of North 14 degrees 18 minutes 10 seconds West and a chord distance of 13.89 feet; go thence North 08 degrees 59 minutes 16 seconds West a distance of 46.59 feet; go thence Northwesterly 61.18 feet along the arc of a curve concave to the Southwest, having a radius of 75.00 feet, a chord bearing of North 32 degrees 21 minutes 25 seconds West and a chord distance of 59.50 feet; go thence North 55 degrees 43 minutes 34 seconds West a distance of 24.67 feet; go thence Northwesterly 10.71 feet

along the arc of a curve concave to the Northeast, having a radius of 15.00 feet, a chord bearing of North 35 degrees 16 minutes 51 seconds West and a chord distance of 10.48 feet; go thence North 14 degrees 50 minutes 08 seconds West a distance of 37.18 feet; go thence Northerly 27.67 feet along the arc of a curve concave to the West, having a radius of 125.00 feet, a chord bearing of North 21 degrees 10 minutes 41 seconds West and a chord distance of 27.62 feet; go thence North 27 degrees 31 minutes 14 seconds West a distance of 54.55 feet; go thence Northerly 30.62 feet along the arc of a curve concave to the East, having a radius of 50.00 feet, a chord bearing of North 09 degrees 58 minutes 37 seconds West and a chord distance of 30.14 feet; go thence North 07 degrees 34 minutes 00 seconds East a distance of 35.33 feet; go thence Northerly 34.63 feet along the arc of a curve concave to the West, having a radius of 100.00 feet, a chord bearing of North 02 degrees 21 minutes 15 seconds West and a chord distance of 34.46 feet; go thence North 12 degrees 16 minutes 30 seconds West a distance of 17.57 feet; go thence Northerly 21.07 feet along the arc of a curve concave to the East, having a radius of 25.00 feet, a chord bearing of North 11 degrees 52 minutes 18 seconds East and a chord distance of 20.45 feet; go thence North 36 degrees 01 minute 07 seconds East a distance of 5.84 feet; go thence Northerly 43.69 feet along the arc of a curve concave to the West, having a radius of 75.00 feet, a chord bearing of North 19 degrees 19 minutes 43 seconds East and a chord distance of 43.08 feet; go thence North 02 degrees 38 minutes 18 seconds East a distance of 40.08 feet; go thence Northerly 68.75 feet along the arc of a curve concave to the West, having a radius of 125.00 feet, a chord bearing of North 13 degrees 07 minutes 02 seconds West and a chord distance of 67.88 feet; go thence North 28 degrees 52 minutes 22 seconds West a distance of 43.99 feet; go thence Northerly 17.03 feet along the arc of a curve concave to the East, having a radius of 50.00 feet, a chord bearing of North 19 degrees 06 minutes 51 seconds West and a chord distance of 16.95 feet to the point of beginning.

Said easement contains 2.231 acres.

Exhibit D

Flint River Trails Easement 6 – Temporary Construction Easement

LEC #17115
April 6, 2020

**Legal Description
Flint River Trail
Easement 6 – Temporary Construction Easement**

All that certain tract or parcel of land situate lying and being part of Land Lots 266, 267, and 268 of the First Land District, being in the City of Albany, Dougherty County, Georgia and being more particularly described as follows:

Commence at the intersection of the West right-of-way of College Drive (50' r/w) and the North right-of-way of E. Oglethorpe Boulevard / U.S. Route 19 Business / U.S. Route 82 Business (right-of-way varies) and go South 86 degrees 07 minutes 06 seconds West along the North right-of-way of E Oglethorpe Boulevard a distance of 117.21 feet; go thence South 03 degrees 52 minutes 54 seconds East a distance of 150.00 feet to the South right-of-way of E. Oglethorpe Boulevard; go thence South 03 degrees 52 minutes 54 seconds East along a jog to the South in the South right-of-way of E. Oglethorpe Boulevard a distance of 75.00 feet; go thence South 86 degrees 07 minutes 06 seconds West along the South right-of-way of E. Oglethorpe Boulevard a distance of 226.97 feet to the point of beginning. From this point go Southerly 33.39 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 17 degrees 56 minutes 23 seconds East and a chord distance of 33.19 feet; go thence South 28 degrees 52 minutes 22 seconds East a distance of 43.99 feet; go thence Southerly 48.12 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of South 13 degrees 07 minutes 02 seconds East and a chord distance of 47.52 feet; go thence South 02 degrees 38 minutes 18 seconds West a distance of 40.08 feet; go thence Southerly 21.85 feet along the arc of a curve concave to the West, having a radius of 37.50 feet, a chord bearing of South 19 degrees 19 minutes 43 seconds West and a chord distance of 21.54 feet; go thence South 36 degrees 01 minute 07 seconds West a distance of 5.84 feet; go thence Southerly 52.68 feet along the arc of a curve concave to the East, having a radius of 62.50 feet, a chord bearing of South 11 degrees 52 minutes 18 seconds West and a chord distance of 51.13 feet; go thence South 12 degrees 16 minutes 30 seconds East a distance of 17.57 feet; go thence Southerly 21.64 feet along the arc of a curve concave to the West, having a radius of 62.50 feet, a chord bearing of South 02 degrees 21 minutes 15 seconds East and a chord distance of 21.54 feet; go thence South 07 degrees 34 minutes 00 seconds West a distance of 35.33 feet; go thence Southerly 53.58 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 09 degrees 58 minutes 37 seconds East and a chord distance of 52.75 feet; go thence South 27 degrees 31 minutes 14 seconds East a distance of 54.55 feet; go thence Southerly 19.37 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of South 21 degrees 10 minutes 41 seconds East and a chord distance of 19.33 feet; go thence South 14 degrees 50 minutes 08 seconds East a distance of 37.18 feet; go thence Southeasterly 37.47 feet along the arc of a curve concave to the Northeast, having a radius of 52.50 feet, a chord bearing of South 35 degrees 16 minutes 51 seconds East and a chord distance of 36.68 feet; go thence South 55 degrees 43 minutes 34 seconds East a distance of 24.67 feet; go thence Southeasterly

30.59 feet along the arc of a curve concave to the Southwest, having a radius of 37.50 feet, a chord bearing of South 32 degrees 21 minutes 25 seconds East and a chord distance of 29.75 feet; go thence South 08 degrees 59 minutes 16 seconds East a distance of 46.59 feet; go thence Southerly 20.87 feet along the arc of a curve concave to the East, having a radius of 112.50 feet, a chord bearing of South 14 degrees 18 minutes 10 seconds East and a chord distance of 20.84 feet; go thence South 19 degrees 37 minutes 05 seconds East a distance of 187.27 feet; go thence Southerly 28.58 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of South 10 degrees 15 minutes 37 seconds East and a chord distance of 28.45 feet; go thence South 00 degrees 54 minutes 09 seconds East a distance of 26.04 feet; go thence Southerly 15.90 feet along the arc of a curve concave to the East, having a radius of 312.50 feet, a chord bearing of South 02 degrees 21 minutes 36 seconds East and a chord distance of 15.90 feet; go thence South 03 degrees 49 minutes 04 seconds East a distance of 119.36 feet; go thence Southerly 13.71 feet along the arc of a curve concave to the East, having a radius of 312.50 feet, a chord bearing of South 05 degrees 04 minutes 28 seconds East and a chord distance of 13.71 feet; go thence South 06 degrees 19 minutes 52 seconds East a distance of 262.41 feet; go thence Southerly 17.21 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of South 00 degrees 41 minutes 51 seconds East and a chord distance of 17.18 feet; go thence South 04 degrees 56 minutes 10 seconds West a distance of 28.41 feet; go thence Southerly 14.53 feet along the arc of a curve concave to the East, having a radius of 212.50 feet, a chord bearing of South 02 degrees 58 minutes 39 seconds West and a chord distance of 14.52 feet; go thence South 01 degree 01 minute 09 seconds West a distance of 11.99 feet; go thence Southerly 15.95 feet along the arc of a curve concave to the East, having a radius of 112.50 feet, a chord bearing of South 03 degrees 02 minutes 35 seconds East and a chord distance of 15.94 feet; go thence South 07 degrees 06 minutes 20 seconds East a distance of 20.67 feet; go thence Southerly 20.20 feet along the arc of a curve concave to the East, having a radius of 52.50 feet, a chord bearing of South 18 degrees 07 minutes 32 seconds East and a chord distance of 20.07 feet; go thence South 29 degrees 08 minutes 44 seconds East a distance of 46.19 feet; go thence Southerly 23.81 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of South 21 degrees 20 minutes 58 seconds East and a chord distance of 23.74 feet; go thence South 13 degrees 33 minutes 12 seconds East a distance of 443.58 feet; go thence Southerly 36.46 feet along the arc of a curve concave to the West, having a radius of 1,994.50 feet, a chord bearing of South 13 degrees 01 minute 47 seconds East and a chord distance of 36.46 feet; go thence South 12 degrees 30 minutes 21 seconds East a distance of 133.57 feet; go thence Southerly 11.73 feet along the arc of a curve concave to the West, having a radius of 137.50 feet, a chord bearing of South 10 degrees 03 minutes 41 seconds East and a chord distance of 11.73 feet; go thence South 07 degrees 37 minutes 00 seconds East a distance of 19.10 feet; go thence Southerly 8.54 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 10 degrees 24 minutes 51 seconds East and a chord distance of 8.54 feet; go thence South 13 degrees 12 minutes 41 seconds East a distance of 6.35 feet; go thence Southerly 6.66 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 15 degrees 23 minutes 32 seconds East and a chord distance of 6.66 feet; go thence South 17 degrees 34 minutes 22 seconds East a distance of 18.33 feet; go thence Southerly

14.80 feet along the arc of a curve concave to the West, having a radius of 137.50 feet, a chord bearing of South 14 degrees 29 minutes 18 seconds East and a chord distance of 14.80 feet; go thence South 11 degrees 24 minutes 14 seconds East a distance of 316.09 feet; go thence Southerly 24.99 feet along the arc of a curve concave to the East, having a radius of 2,005.50 feet, a chord bearing of South 11 degrees 45 minutes 39 seconds East and a chord distance of 24.99 feet; go thence South 12 degrees 07 minutes 04 seconds East a distance of 339.02 feet; go thence Southerly 35.85 feet along the arc of a curve concave to the East, having a radius of 2,005.50 feet, a chord bearing of South 12 degrees 37 minutes 47 seconds East and a chord distance of 35.85 feet; go thence South 13 degrees 08 minutes 31 seconds East a distance of 169.38 feet; go thence Southerly 23.01 feet along the arc of a curve concave to the East, having a radius of 2,005.50 feet, a chord bearing of South 13 degrees 28 minutes 14 seconds East and a chord distance of 23.01 feet; go thence South 13 degrees 47 minutes 58 seconds East a distance of 65.70 feet; go thence Southerly 32.06 feet along the arc of a curve concave to the East, having a radius of 1,005.50 feet, a chord bearing of South 14 degrees 42 minutes 46 seconds East and a chord distance of 32.06 feet; go thence South 15 degrees 37 minutes 34 seconds East a distance of 228.10 feet; go thence Southerly 97.69 feet along the arc of a curve concave to the West, having a radius of 1,987.50 feet, a chord bearing of South 14 degrees 13 minutes 05 seconds East and a chord distance of 97.68 feet; go thence South 12 degrees 48 minutes 36 seconds East a distance of 109.98 feet; go thence Southerly 20.50 feet along the arc of a curve concave to the West, having a radius of 87.50 feet, a chord bearing of South 06 degrees 05 minutes 57 seconds East and a chord distance of 20.45 feet; go thence South 00 degrees 36 minutes 42 seconds West a distance of 12.90 feet; go thence Southerly 13.22 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 03 degrees 42 minutes 59 seconds East and a chord distance of 13.21 feet; go thence South 08 degrees 02 minutes 40 seconds East a distance of 12.02 feet; go thence Southerly 10.89 feet along the arc of a curve concave to the East, having a radius of 87.50 feet, a chord bearing of South 11 degrees 36 minutes 31 seconds East and a chord distance of 10.88 feet; go thence South 15 degrees 10 minutes 22 seconds East a distance of 6.63 feet; go thence Southeasterly 16.20 feet along the arc of a curve concave to the Northeast, having a radius of 52.50 feet, a chord bearing of South 24 degrees 00 minutes 41 seconds East and a chord distance of 16.13 feet; go thence South 32 degrees 51 minutes 01 seconds East a distance of 23.77 feet; go thence Southeasterly 44.35 feet along the arc of a curve concave to the Southwest, having a radius of 137.50 feet, a chord bearing of South 23 degrees 36 minutes 35 seconds East and a chord distance of 44.16 feet; go thence South 14 degrees 22 minutes 10 seconds East a distance of 305.99 feet; go thence Southerly 52.65 feet along the arc of a curve concave to the West, having a radius of 1,994.50 feet, a chord bearing of South 13 degrees 36 minutes 47 seconds East and a chord distance of 52.65 feet; go thence South 12 degrees 51 minutes 25 seconds East a distance of 334.28 feet; go thence Southerly 318.33 feet along the arc of a curve concave to the East, having a radius of 1,355.50 feet, a chord bearing of South 19 degrees 35 minutes 05 seconds East and a chord distance of 317.60 feet; to a point of compound curve to the left having a radius of 212.50 feet and a central angle of 36 degrees 3 minutes 41 seconds; thence Southeasterly along the arc, a distance of 133.75 feet go thence South 62 degrees 22 minutes 26 seconds East a distance of 198.97 feet; go thence Easterly 197.09 feet along the arc of a curve concave to the

North, having a radius of 212.50 feet, a chord bearing of South 88 degrees 56 minutes 40 seconds East and a chord distance of 190.10 feet; go thence North 64 degrees 29 minutes 06 seconds East a distance of 77.35 feet; go thence Northeasterly 30.71 feet along the arc of a curve concave to the Northwest, having a radius of 37.50 feet, a chord bearing of North 41 degrees 01 minute 14 seconds East and a chord distance of 29.86 feet; go thence North 17 degrees 33 minutes 23 seconds East a distance of 29.53 feet; go thence South 72 degrees 26 minutes 37 seconds East a distance of 12.50 feet; go thence South 17 degrees 33 minutes 23 seconds West a distance of 29.53 feet; go thence Southwesterly 40.95 feet along the arc of a curve concave to the Northwest, having a radius of 50.00 feet, a chord bearing of South 41 degrees 01 minute 14 seconds West and a chord distance of 39.82 feet; go thence South 64 degrees 29 minutes 06 seconds West a distance of 77.35 feet; go thence Westerly 208.69 feet along the arc of a curve concave to the North, having a radius of 225.00 feet, a chord bearing of North 88 degrees 56 minutes 40 seconds West and a chord distance of 201.29 feet; go thence North 62 degrees 22 minutes 26 seconds West a distance of 198.97 feet; go thence Northwesterly 141.61 feet along the arc of a curve concave to the Northeast, having a radius of 225.00 feet, a chord bearing of North 44 degrees 20 minutes 35 seconds West and a chord distance of 139.29 feet; to a point of compound curve to the right having a radius of 1,368.00 feet and a central angle of 13 degrees 27 minutes 20 seconds; thence Northerly along the arc, a distance of 321.27 feet go thence North 12 degrees 51 minutes 25 seconds West a distance of 334.28 feet; go thence Northerly 52.32 feet along the arc of a curve concave to the West, having a radius of 1,982.00 feet, a chord bearing of North 13 degrees 36 minutes 47 seconds West and a chord distance of 52.32 feet; go thence North 14 degrees 22 minutes 10 seconds West a distance of 305.99 feet; go thence Northwesterly 40.32 feet along the arc of a curve concave to the Southwest, having a radius of 125.00 feet, a chord bearing of North 23 degrees 36 minutes 35 seconds West and a chord distance of 40.14 feet; go thence North 32 degrees 51 minutes 01 seconds West a distance of 23.77 feet; go thence Northwesterly 20.05 feet along the arc of a curve concave to the Northeast, having a radius of 65.00 feet, a chord bearing of North 24 degrees 00 minutes 41 seconds West and a chord distance of 19.97 feet; go thence North 15 degrees 10 minutes 22 seconds West a distance of 6.63 feet; go thence Northerly 12.44 feet along the arc of a curve concave to the East, having a radius of 100.00 feet, a chord bearing of North 11 degrees 36 minutes 31 seconds West and a chord distance of 12.43 feet; go thence North 08 degrees 02 minutes 40 seconds West a distance of 12.02 feet; go thence Northerly 15.11 feet along the arc of a curve concave to the East, having a radius of 100.00 feet, a chord bearing of North 03 degrees 42 minutes 59 seconds West and a chord distance of 15.09 feet; go thence North 00 degrees 36 minutes 42 seconds East a distance of 12.90 feet; go thence Northerly 17.57 feet along the arc of a curve concave to the West, having a radius of 75.00 feet, a chord bearing of North 06 degrees 05 minutes 57 seconds West and a chord distance of 17.53 feet; go thence North 12 degrees 48 minutes 36 seconds West a distance of 109.98 feet; go thence Northerly 97.07 feet along the arc of a curve concave to the West, having a radius of 1,975.00 feet, a chord bearing of North 14 degrees 13 minutes 05 seconds West and a chord distance of 97.06 feet; go thence North 15 degrees 37 minutes 34 seconds West a distance of 228.10 feet; go thence Northerly 32.46 feet along the arc of a curve concave to the East, having a radius of 1,018.00 feet, a chord bearing of North 14 degrees 42 minutes 46 seconds West and a chord distance of 32.46 feet; go thence North

13 degrees 47 minutes 58 seconds West a distance of 65.70 feet; go thence Northerly 23.16 feet along the arc of a curve concave to the East, having a radius of 2,018.00 feet, a chord bearing of North 13 degrees 28 minutes 14 seconds West and a chord distance of 23.16 feet; go thence North 13 degrees 08 minutes 31 seconds West a distance of 169.38 feet; go thence Northerly 36.07 feet along the arc of a curve concave to the East, having a radius of 2,018.00 feet, a chord bearing of North 12 degrees 37 minutes 47 seconds West and a chord distance of 36.07 feet; go thence North 12 degrees 07 minutes 04 seconds West a distance of 339.02 feet; go thence Northerly 25.14 feet along the arc of a curve concave to the East, having a radius of 2,018.00 feet, a chord bearing of North 11 degrees 45 minutes 39 seconds West and a chord distance of 25.14 feet; go thence North 11 degrees 24 minutes 14 seconds West a distance of 316.09 feet; go thence Northerly 13.46 feet along the arc of a curve concave to the West, having a radius of 125.00 feet, a chord bearing of North 14 degrees 29 minutes 18 seconds West and a chord distance of 13.45 feet; go thence North 17 degrees 34 minutes 22 seconds West a distance of 18.33 feet; go thence Northerly 7.61 feet along the arc of a curve concave to the East, having a radius of 100.00 feet, a chord bearing of North 15 degrees 23 minutes 32 seconds West and a chord distance of 7.61 feet; go thence North 13 degrees 12 minutes 41 seconds West a distance of 6.35 feet; go thence Northerly 9.76 feet along the arc of a curve concave to the East, having a radius of 100.00 feet, a chord bearing of North 10 degrees 24 minutes 51 seconds West and a chord distance of 9.76 feet; go thence North 07 degrees 37 minutes 00 seconds West a distance of 19.10 feet; go thence Northerly 10.67 feet along the arc of a curve concave to the West, having a radius of 125.00 feet, a chord bearing of North 10 degrees 03 minutes 41 seconds West and a chord distance of 10.66 feet; go thence North 12 degrees 30 minutes 21 seconds West a distance of 133.57 feet; go thence Northerly 36.24 feet along the arc of a curve concave to the West, having a radius of 1,982.00 feet, a chord bearing of North 13 degrees 01 minute 47 seconds West and a chord distance of 36.23 feet; go thence North 13 degrees 33 minutes 12 seconds West a distance of 443.58 feet; go thence Northerly 20.41 feet along the arc of a curve concave to the West, having a radius of 75.00 feet, a chord bearing of North 21 degrees 20 minutes 58 seconds West and a chord distance of 20.35 feet; go thence North 29 degrees 08 minutes 44 seconds West a distance of 46.19 feet; go thence Northerly 25.00 feet along the arc of a curve concave to the East, having a radius of 65.00 feet, a chord bearing of North 18 degrees 07 minutes 32 seconds West and a chord distance of 24.85 feet; go thence North 07 degrees 06 minutes 20 seconds West a distance of 20.67 feet; go thence Northerly 17.73 feet along the arc of a curve concave to the East, having a radius of 125.00 feet, a chord bearing of North 03 degrees 02 minutes 35 seconds West and a chord distance of 17.71 feet; go thence North 01 degree 01 minute 09 seconds East a distance of 11.99 feet; go thence Northerly 15.38 feet along the arc of a curve concave to the East, having a radius of 225.00 feet, a chord bearing of North 02 degrees 58 minutes 39 seconds East and a chord distance of 15.38 feet; go thence North 04 degrees 56 minutes 10 seconds East a distance of 28.41 feet; go thence Northerly 14.75 feet along the arc of a curve concave to the West, having a radius of 75.00 feet, a chord bearing of North 00 degrees 41 minutes 51 seconds West and a chord distance of 14.72 feet; go thence North 06 degrees 19 minutes 52 seconds West a distance of 262.41 feet; go thence Northerly 14.26 feet along the arc of a curve concave to the East, having a radius of 325.00 feet, a chord bearing of North 05 degrees 04 minutes 28 seconds West and a chord distance of 14.26 feet; go

thence North 03 degrees 49 minutes 04 seconds West a distance of 119.36 feet; go thence Northerly 16.54 feet along the arc of a curve concave to the East, having a radius of 325.00 feet, a chord bearing of North 02 degrees 21 minutes 36 seconds West and a chord distance of 16.53 feet; go thence North 00 degrees 54 minutes 09 seconds West a distance of 19.03 feet; go thence North 70 degrees 12 minutes 51 seconds West a distance of 32.42 feet; go thence North 21 degrees 32 minutes 35 seconds West a distance of 47.25 feet; go thence North 09 degrees 19 minutes 06 seconds West a distance of 84.48 feet; go thence North 04 degrees 47 minutes 18 seconds West a distance of 69.35 feet; go thence Northerly 23.19 feet along the arc of a curve concave to the East, having a radius of 125.00 feet, a chord bearing of North 14 degrees 18 minutes 10 seconds West and a chord distance of 23.16 feet; go thence North 08 degrees 59 minutes 16 seconds West a distance of 46.59 feet; go thence Northwesterly 20.39 feet along the arc of a curve concave to the Southwest, having a radius of 25.00 feet, a chord bearing of North 32 degrees 21 minutes 25 seconds West and a chord distance of 19.83 feet; go thence North 55 degrees 43 minutes 34 seconds West a distance of 24.67 feet; go thence Northwesterly 46.39 feet along the arc of a curve concave to the Northeast, having a radius of 65.00 feet, a chord bearing of North 35 degrees 16 minutes 51 seconds West and a chord distance of 45.41 feet; go thence North 14 degrees 50 minutes 08 seconds West a distance of 37.18 feet; go thence Northerly 16.60 feet along the arc of a curve concave to the West, having a radius of 75.00 feet, a chord bearing of North 21 degrees 10 minutes 41 seconds West and a chord distance of 16.57 feet; go thence North 27 degrees 31 minutes 14 seconds West a distance of 54.55 feet; go thence Northerly 61.24 feet along the arc of a curve concave to the East, having a radius of 100.00 feet, a chord bearing of North 09 degrees 58 minutes 37 seconds West and a chord distance of 60.29 feet; go thence North 07 degrees 34 minutes 00 seconds East a distance of 35.33 feet; go thence Northerly 17.32 feet along the arc of a curve concave to the West, having a radius of 50.00 feet, a chord bearing of North 02 degrees 21 minutes 15 seconds West and a chord distance of 17.23 feet; go thence North 12 degrees 16 minutes 30 seconds West a distance of 17.57 feet; go thence Northerly 63.22 feet along the arc of a curve concave to the East, having a radius of 75.00 feet, a chord bearing of North 11 degrees 52 minutes 18 seconds East and a chord distance of 61.36 feet; go thence North 36 degrees 01 minute 07 seconds East a distance of 5.84 feet; go thence Northerly 14.56 feet along the arc of a curve concave to the West, having a radius of 25.00 feet, a chord bearing of North 19 degrees 19 minutes 43 seconds East and a chord distance of 14.36 feet; go thence North 02 degrees 38 minutes 18 seconds East a distance of 40.08 feet; go thence Northerly 41.25 feet along the arc of a curve concave to the West, having a radius of 75.00 feet, a chord bearing of North 13 degrees 07 minutes 02 seconds West and a chord distance of 40.73 feet; go thence North 28 degrees 52 minutes 22 seconds West a distance of 43.99 feet; go thence Northerly 38.85 feet along the arc of a curve concave to the East, having a radius of 100.00 feet, a chord bearing of North 17 degrees 44 minutes 39 seconds West and a chord distance of 38.60 feet to the South right-of-way of E. Oglethorpe Boulevard; go thence North 86 degrees 07 minutes 06 seconds East along the South right-of-way of E. Oglethorpe Boulevard a distance of 12.52 feet to the point of beginning.

Said tract or parcel contains 1.681 acres.

Exhibit E

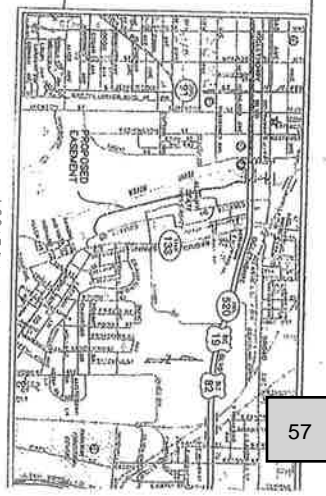
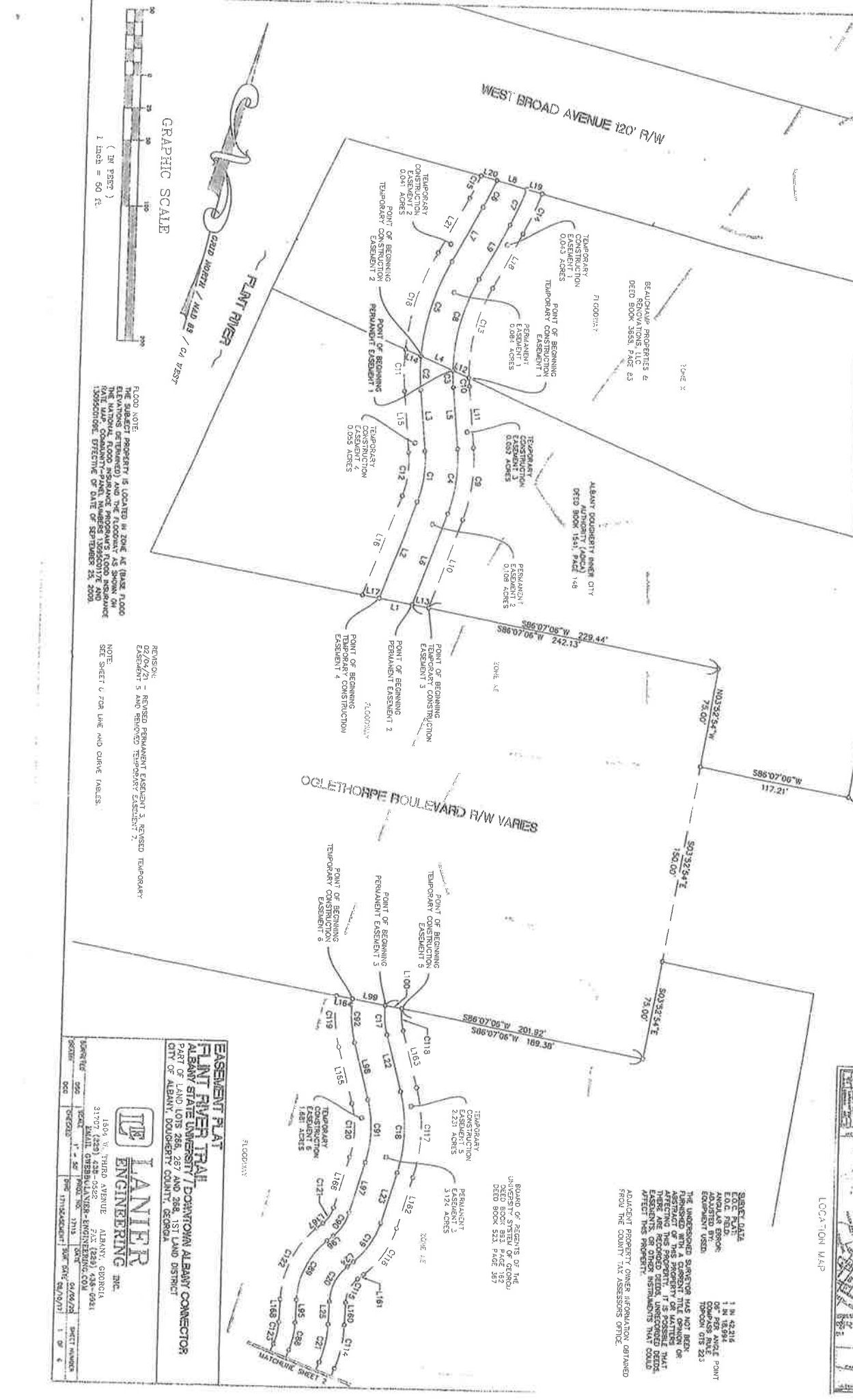
Survey Plat prepared by Lanier Engineering Inc.

CLERK OF COURTS RECORDING BOX

SUBJECT PROPERTY: THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVEAL OR APPROVE ANY PLATS OF THIS TYPE OF PLAT prior to recording, and the absence of such approval does not constitute an approval or disapproval, availability of funds nor any local zoning or requirements or suitability for any use or purpose of the land. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE UNDERSIGNED LAND SURVEYOR CERTIFICATES THAT THIS PLAT COMPLETES AS SET FORTH IN THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS IN FORM 100-100 FROM PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-2-97.

GENERAL: WEBB
 LAND SURVEYOR NO. 2923
 GA. LAND SURVEYING PER. NO. 951

DATE:



SHEET DATA
 ELEC. L. AND
 ADJUSTED BY:
 EQUIPMENT USED:
 THE UNDERSIGNED SURVEYOR HAS NOT BEEN
 ADVISED OF ANY A CURRENT TITLE OPINION OR
 AFFECTING THIS PROPERTY. IT IS POSSIBLE THAT
 ERECTION OF THE UNRECORDED DEEDS
 AFFECT THE PROPERTY.
 ADJACENT PROPERTY OWNER INFORMATION OBTAINED
 FROM THE COUNTY TAX ASSESSOR OFFICE.

BOARD OF AGENTS OF THE
 UNIVERSITY OF GEORGIA
 DEED BOOK 833 PAGE 182
 DEED BOOK 523 PAGE 387

FLOOD NOTE:
 THE SUB-PROJECT IS LOCATED IN ZONE AE (BASE FLOOD
 ELEVATIONS DETERMINED) AND THE FLOODING IS BASED ON
 THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE
 RATE MAPS (COMMUNITY PANEL NUMBER 130950001E AND
 130950010E). EFFECTIVE DATE OF SEPTEMBER 24, 2000.

REVISION:
 E2/20/21 REVISED PERMANENT EASEMENT 3, REVISED TEMPORARY
 EASEMENT 5 AND RELATED TEMPORARY EASEMENT 7.

NOTE:
 SEE SHEET 6 FOR LINE AND CURVE TABLES.

EASEMENT PLAT
FLANT RIVER TRAIL
ALBANY STATE UNIVERSITY / DOWNTOWN ALBANY CONNECTOR
 PART OF LAND LOTS 256, 287 AND 288, 1ST LAND DISTRICT
 CITY OF ALBANY, DOUGHERTY COUNTY, GEORGIA



IANIER
ENGINEERING INC.

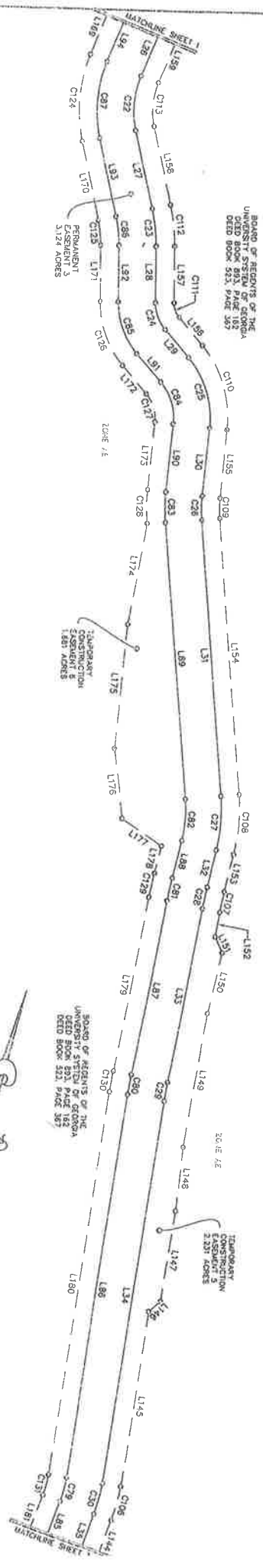
1504 W. THIRD AVENUE ALBANY, GEORGIA
 31707 (428) 438-0582
 SMALL GREEN/LANIER-ENGINEERING.CO
 1" = 50'
 SHEET NUMBER: 1 OF 6



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

BOARD OF RECORDS OF THE
UNIVERSITY SYSTEM OF GEORGIA
DEED BOOK 5933, PAGE 185
DEED BOOK 5933, PAGE 267

BOARD OF RECORDS OF THE
UNIVERSITY SYSTEM OF GEORGIA
DEED BOOK 5933, PAGE 185
DEED BOOK 5933, PAGE 267



FLOOD NOTE:
THIS PROPERTY IS LOCATED IN ZONE AE (BASE FLOOD
ELEVATIONS DETERMINED BY THE FLOODING AS SHOWN ON
THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD
MAP, COMMUNITY-PANEL NUMBER 130500017E AND
130500018E, EFFECTIVE ON DATE OF SEPTEMBER 23, 2006.

NOTE:
SEE SHEET 6 FOR LINE AND CURVE TABLES.

EASEMENT PLAT
FLINT RIVER TRAIL
ALBANY STATE UNIVERSITY / DOWNTOWN ALBANY CONNECTOR
PART OF LAND LOTS 256, 257 AND 258, 151 LAND DISTRICT
CITY OF ALBANY, DOUGHERTY COUNTY, GEORGIA

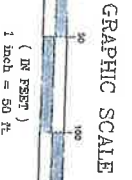
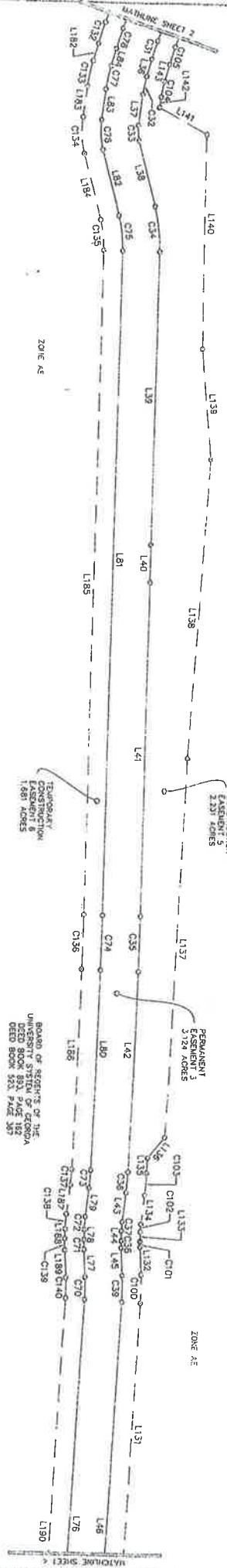


1404 W. THIRD AVENUE ALBANY, GEORGIA 31707 (229) 438-0632 FAX (229) 438-0981
31707 (229) 438-0632 FAX (229) 438-0981
1000 GARDNER AVENUE - ENGINEERING, CON.
ALBANY, GEORGIA 31707 (229) 438-0632 FAX (229) 438-0981

DATE	09/29/23	SHEET NUMBER	3 OF 8
SCALE	1" = 50'	DATE	09/29/23
PROJECT	FLINT RIVER TRAIL	DATE	09/29/23
NO.	006	DATE	09/29/23
NO.	006	DATE	09/29/23



BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
DEED BOOK 521, PAGE 315



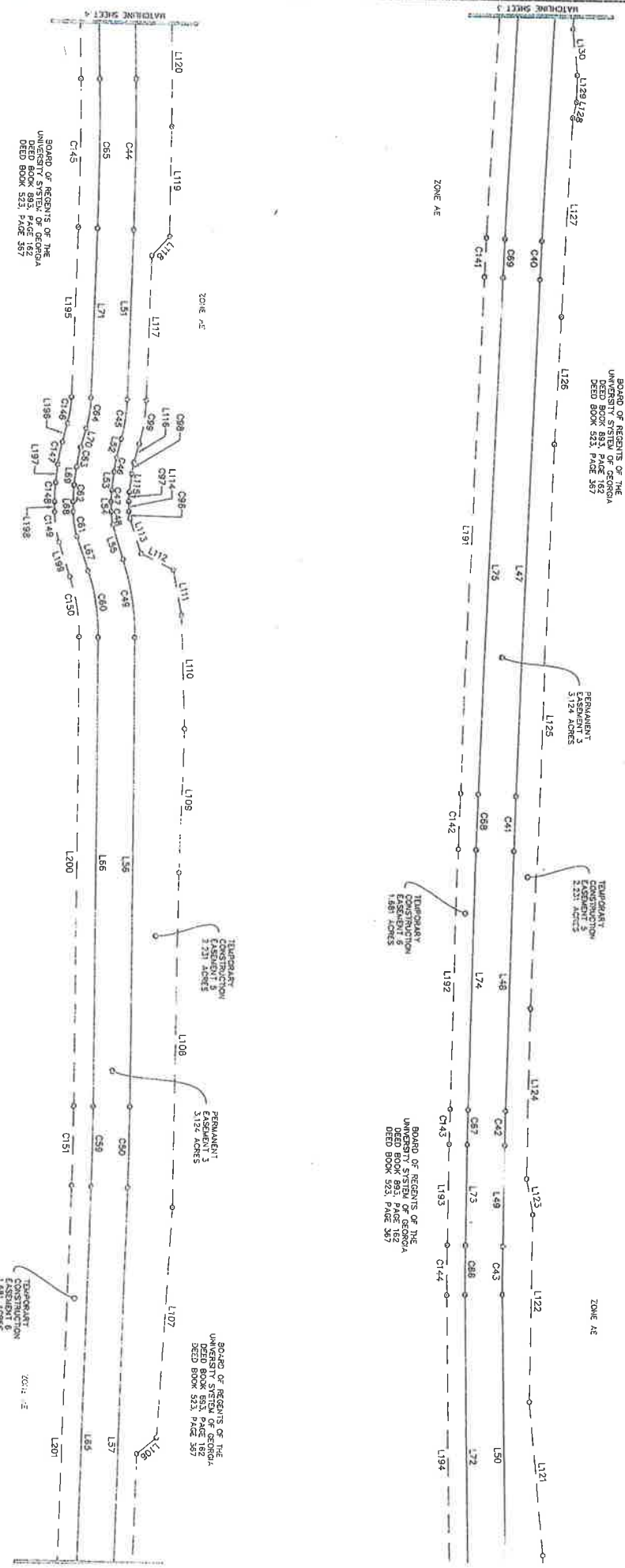
FLOOD NOTE:
THE SUBJECT PROPERTY IS LOCATED IN ZONE A5 (BASE FLOOD ZONE) AND THE FLOODWAY AS SHOWN ON THE NATIONAL FLOOD INSURANCE FLOODWAY MAP, COMMUNITY-PANEL NUMBER 12655001Z, ASSOCIATION 12655001, EFFECTIVE OF DATE OF SEPTEMBER 24, 2001.

NOTE:
SEE SHEET 6 FOR LINE AND CURVE TABLES.

EASEMENT PLAT
ELANT RIVER TRAIL
ALBANY STATE UNIVERSITY / DOWNTOWN ALBANY CONNECTOR
PART OF LAND LOTS 266, 287 AND 289, 1ST LAND DISTRICT
CITY OF ALBANY, DOUGHERTY COUNTY, GEORGIA

TJE LANIER ENGINEERING INC.
1504 W. THIRD AVENUE ALBANY, GEORGIA
31707
PHONE: 904.528.1111 FAX: 904.528-0921
WWW.TJELANIER.COM

DATE	09/27/17	SHEET NUMBER	3 OF 6
PROJECT	ELANT RIVER TRAIL	DATE	09/27/17
SCALE	1" = 50'	DATE	09/27/17
OWNER	ALBANY STATE UNIVERSITY	DATE	09/27/17



FLOOD NOTE:
 THE SUBJECT PROPERTY IS LOCATED IN ZONE AE (BASE FLOOD HAZARD) AND THE FLOODWAY AS SHOWN ON THE FLOODWAY MAP, COUNTY PANEL 12, HAS A DESIGN FLOOD PROTECTION EFFECTIVE OF DATE OF SEPTEMBER 15, 2004.

GRAPHIC SCALE

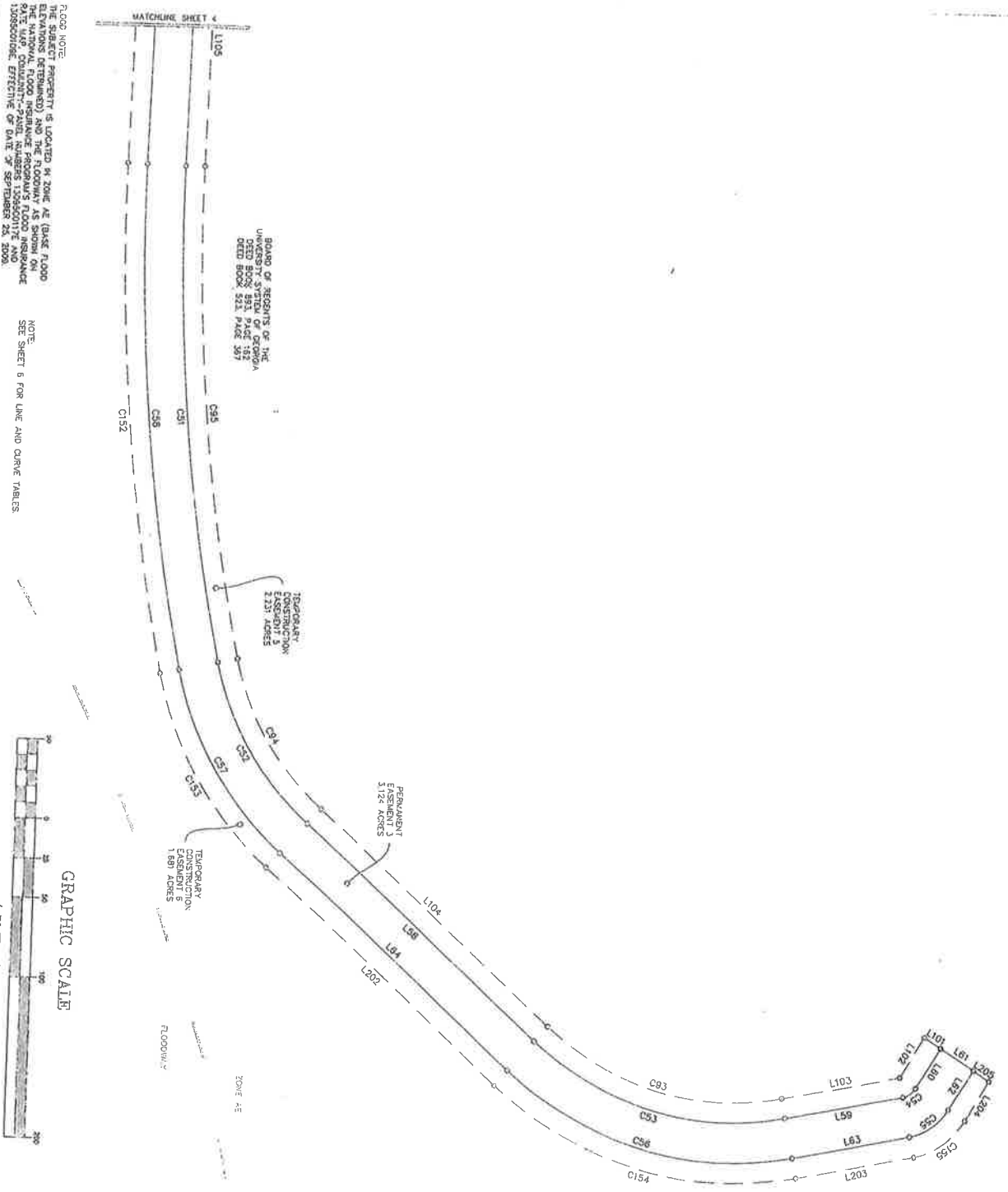
(IN SHEET)
 1 inch = 50 ft.

NOTE:
 SEE SHEET 5 FOR LINE AND CURVE TABLES.

EASEMENT PLAT
FLINT RIVER TRAIL
 ALBANY STATE UNIVERSITY / DORNTON ALBANY CONNECTOR
 PART OF LAND LOTS 200, 201 AND 202, 1ST LAND DISTRICT
 CITY OF ALBANY, DORNBERRY COUNTY, GEORGIA



1004 E. THIRD AVENUE ALBANY, GEORGIA 31707 (229) 438-0552 FAX (229) 438-0191
 EMAIL: GTE@LANIER-ENGINEERING.COM
 WWW.LANIERENGINEERING.COM
 SHEET NO. 4 OF 1



BOARD OF SHERIFFS OF THE UNIVERSITY SYSTEM OF GEORGIA DEED BOOK 521, PAGE 397

NOTE: SEE SHEET 6 FOR LINE AND CURVE TABLES

TEMPORARY CONSTRUCTION EASEMENT 2,231 ACRES

PERMANENT EASEMENT 3,525 ACRES

TEMPORARY CONSTRUCTION EASEMENT 1,681 ACRES

GRAPHIC SCALE
(IN FEET)
1 Inch = 50 Ft

BOARD OF SHERIFFS OF THE UNIVERSITY SYSTEM OF GEORGIA DEED BOOK 521, PAGE 397



EASEMENT PLAT
FLINT RIVER TRAIL
ALBANY STATE UNIVERSITY / DODDINGTON ALBANY CONNECTORS
PART OF LAND LOTS 265, 267 AND 268, LAND DISTRICT
CITY OF ALBANY, DOUGHERTY COUNTY, GEORGIA



LANIER ENGINEERING INC.
1504 W. THIRD AVENUE ALBANY, GEORGIA
31707 (229) 438-0522 FAX (229) 438-0523
WWW.LANIERENGINEERING.COM (229) 438-0523

DATE	2024	PROJECT NO.	1113	DWG NO.	021
DATE	06/28/24	DATE	06/28/24	SHEET NUMBER	3 OF 5

Exhibit F
Intergovernmental Memorandum of Understanding

INTERGOVERNMENTAL MEMORANDUM OF
UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF
THE UNIVERSITY SYSTEM OF GEORGIA AND
DOUGHERTY COUNTY, GEORGIA

This Intergovernmental Memorandum of Understanding is hereby entered into between the Board of Regents of the University System of Georgia, including and on behalf of its unit institution Albany State University, and Dougherty County, Georgia.

WHEREAS, the Board of Regents of the University System of Georgia and Albany State University endeavor to provide opportunities to increase the health and wellness of their students, faculty and staff as well as all the people of the State of Georgia; and

WHEREAS, Dougherty County, Georgia on May 8, 2017 at a Regular Session Board of Commissioners Meeting formally adopted the Flint River Trails Master Plan and Implementation Strategy developed as a means for providing an interconnected trail system throughout the City of Albany and Dougherty County for the purpose of providing benefits to the citizens of southwest Georgia and all of the State of Georgia such as increased mental and physical health, increased sociability, a way of transportation and an increase in economic activity; and

WHEREAS, a high priority of the Flint River Trails Master Plan is the implementation of a connecting link between Albany State University and downtown Albany; and

WHEREAS there is presently an opportunity for the Board of Regents of the University System of Georgia, including Albany State University, and Dougherty County, Georgia to cooperate in order to further develop the Flint River Trails Project within Dougherty County, which would serve the dual purposes of providing better pedestrian access between Albany State University and the Flint RiverQuarium and providing better opportunities for students, faculty, staff, and other members of the public to exercise and increase physical fitness on trails along the Flint River; and

NOW, THEREFORE, the Board of Regents of the University System of Georgia (“or USG”), through its unit institution Albany State University (or “ASU”), and Dougherty County, Georgia (“Dougherty County”) hereby enter into this Memorandum of Understanding as follows:

1.

The USG / ASU and Dougherty County will cooperate to plan, design and implement improvements and/or expansions of the Flint River Trails Project within Dougherty County in a coordinated manner.

2.

The USG / ASU will utilize up to \$750,000.00, from money transferred to it for this purpose during the State of Georgia Fiscal Year 2017 from the Georgia Environmental Finance Authority ("the Funds"), in order to plan and create an extension / continuation phase of the Flint River Trails Project that will help provide trails and/or pathways for pedestrian and bicycle access between ASU's East Campus and downtown Albany, Georgia in the vicinity of the Flint RiverQuarium. This extension/continuation phase funded by the USG / ASU through the Funds will be located on real property owned by the USG / ASU. The USG / ASU will not be expected to utilize any funds other than the Funds.

3.

In doing so, the USG / ASU will coordinate with Dougherty County to ensure to the extent possible that the trails on USG / ASU property fit within and aid master plans for the Flint River Trails Project.

4.

This Intergovernmental Memorandum of Understanding does not create any third-party beneficiaries, and no entity shall be construed to be a third-party beneficiary.

5.

This Intergovernmental Memorandum of Understanding shall be governed by the laws of the State of Georgia.

Signed:



Date: 5/12/07

Christopher Cohilas

Chairman

BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA



Date: 5/11/07

Steve Wrigley

Chancellor

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

Exhibit G

Crime Prevention through Environmental Design Principles

**CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN PRINCIPLES
And
SAFETY PROTOCOLS FOR THE PROJECT**

The Project is maintained following Crime Prevention Through Environmental Design (CPTED) principles as follows:

Open lines of sight are maintained on all trails so that users can see what is coming ahead.

Staff performs and records monthly inspections of all trails and parks. The following elements relating to safety are on the inspection checklist:

- Growth of underbrush
- Signs of illicit activity
- Verbal communication with trail users, possible loiterers, and other people in vicinity of the facility
- Any citizens complaints registered during inspections or areas that cause concern are reported and recorded; police are notified if appropriate
- Checks for homeless encampments

If homeless or vagrant encampments are discovered, staff takes measures to remove the encampment and involves the Albany Police Department (“APD”) and/or the Dougherty County Sheriff’s Department (“Sheriff’s Department”) to ensure safety of all involved parties.

Staff maintains open lines of communication with members of either the APD or Sheriff’s Department on patrol in the area. Any concerns or suggestions made by members of the APD and/or Sheriff’s Department are considered and implemented if feasible.

Staff has submitted GPS coordinates and maps of facility problem areas and emergency access points to either the APD or Sheriff’s Department.

Staff will develop a strategic response plan in case of injured or lost persons on the trail. An emergency response kit will be maintained and available. When notified of such an emergency, staff implements the plan by following these steps:

1. Confirm last known location of lost or injured party.
2. Confirm the names and contact information of officers that are responding to the incident and ensure that they are in contact lead staff member.
3. Pull out emergency response plan and kit.
4. Notify other staff members and secure the appropriate number of staff to assist with incident depending on the location and situation (outlined in plan).
5. Exchange contact information with all involved staff members.
6. Review response protocols with staff, distribute maps and send staff members out to identified emergency access points.
7. Staff searches the facility according to the response plan and maintains contact with other staff to keep them apprised of the situation. Any new information is shared with all involved parties.

Exhibit H

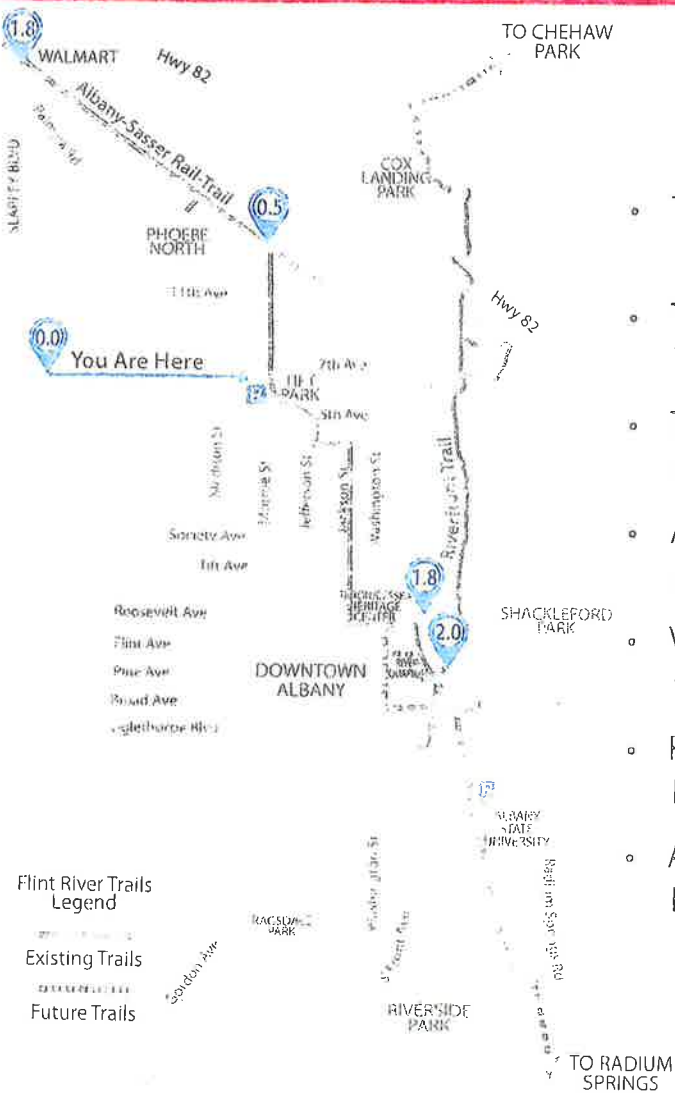
ASU to Downtown Albany Trail Restrictions/Rules

FLINT RIVER

ASU TRAILHEAD

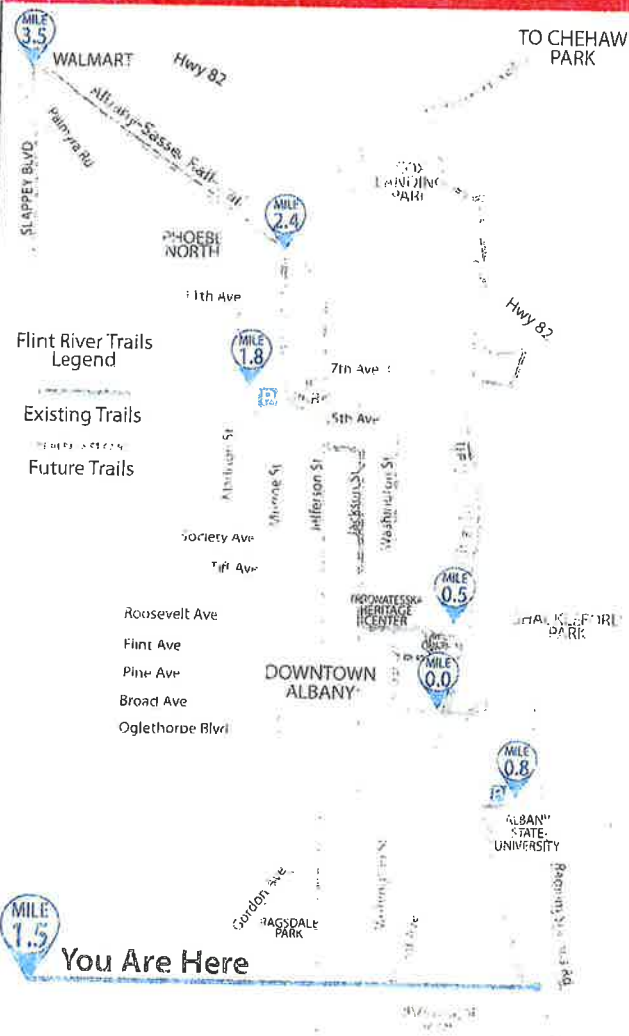
TRAIL RULES

- THE TRAIL IS OPEN TO ALL NON-MOTORIZED USERS. (MOTORIZED WHEELCHAIRS ARE PERMITTED)
- THE TRAIL IS OPEN FROM DAWN TO DUSK. THE TRAIL IS CLOSED AT NIGHT.
- TRAIL USERS MUST REFRAIN FROM ENTERING POSTED PRIVATE PROPERTY.
- ALCOHOLIC BEVERAGES, DRUGS, AND UNLICENSED FIRE ARMS ARE NOT ALLOWED ON THE TRAIL.
- VANDALISM AND THEFT OF TRAIL AMENITIES WILL RESULT IN PROSECUTION.
- RECKLESS USE OF A BICYCLE OR SKATES WHICH ENDANGERS OTHER TRAIL USERS IS PROHIBITED.
- AS A COURTESY TO OTHER TRAIL USERS, PLEASE REFRAIN FROM TOBACCO USE ALONG THE TRAIL.



FLINT RIVER

ASU TRAILHEAD



A Recreational Trail for Everyone

This section of the FLINT RIVER TRAILS, made possible by the Albany State University's generous donation of the use of the land, represents the first 1.5 miles of a trail system that was planned by the partners listed below . It was built in 2010 with xxxx funds provided by xxxx.

[example]

The Thread name was chosen because of the City of LaGrange's textile mill history and because of the opportunity the trail provides to weave together neighborhoods, parks, and other destinations through bicycle and pedestrian connectivity. The Thread's partners envision many generations of happy, healthy residents and visitors bicycling and walking while connecting as a community.

Thanks to this partnership the vision continues.



**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF AN EASEMENT
AGREEMENT BETWEEN BEAUCHAMP PROPERTIES & RENOVATIONS, LLC AND DOUGHERTY
COUNTY, GEORGIA RELATIVE TO THE ASU TO DOWNTOWN CONNECTOR SEGMENT OF THE
FLINT RIVER TRAILS MASTER PLAN; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing an Easement Agreement between Beauchamp Properties & Renovations, LLC and Dougherty County, Georgia relative to the ASU to Downtown Connector Segment of the Flint River Trails Master Plan.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached Easement Agreement between Beauchamp Properties & Renovations, LLC and Dougherty County, Georgia is hereby approved and the Chairman of the Board of Commissioners is hereby authorized to execute same on behalf of Dougherty County. The County Administrator is hereby authorized to execute any and all other documents necessary for the full implementation of the Easement Agreement.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 3rd day of January, 2022.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

STATE OF GEORGIA
COUNTY OF DOUGHERTY

Subject: CONSTRUCTION AND
PERMANENT USE EASEMENT

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____, 2021, by and between BEAUCHAMP PROPERTIES & RENOVATIONS, LLC (hereinafter the "Grantor") and DOUGHERTY COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter the "Undersigned").

WITNESSETH

WHEREAS, the Grantor owns property in fee simple in Albany, Dougherty County, Georgia, as shown and recorded in Deed Book 3658, Page 83 in the Office of the Clerk of Superior Court, Dougherty County, Georgia; and

WHEREAS, the Undersigned desires to utilize as a permanent easement, that portion of the Grantor's property which is shown as 0.084 acres on Exhibit "A" attached hereto and titled Flint River Trail Easement 1 – Permanent Easement (hereinafter the "Premises") for access of ingress and egress with respect to the construction of a concrete trail path and associated improvements (hereinafter the "Facilities"), which permanent easement is to be used for pedestrian and non-motorized vehicular traffic (as well as for electric vehicular traffic for handicapped individuals and other users and for motorized vehicular traffic for the Undersigned's maintenance of and security for such easement), along with two Temporary Construction Easements, as shown and attached hereto as Exhibit "B" ,titled Flint River Trail, Easement 1 – Temporary Construction Easement containing 0.043 acres and as Exhibit "C" titled Flint River Trail, Easement 2 – Temporary Construction Easement containing 0.041 acres, all as shown on that certain map or plat attached hereto as Exhibit "D" prepared by Lanier Engineering, Inc. dated April 8, 2020; and

WHEREAS, the Undersigned intends to develop or have developed on the Premises as part of a proposed multiuse trail system as designed and shown on construction documents prepared by Kaizen Collaborative and Lanier Engineering, Inc. titled Flint River Trails – ASU to Downtown and being on file in the Administrative offices of both the City of Albany and Dougherty County; and

WHEREAS, the Grantor and the Undersigned intend that the Grantor should not incur any expense or liability as a result of the presence of employees, agents, contractors or equipment of the Undersigned, as well as, and in particular, the general public, on the Premises in conjunction with the use of such Easement.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Undersigned covenant and agree as follows:

The Grantor does hereby grant to the Undersigned a permanent easement to be utilized on the Premises described on Exhibit "A" attached hereto and construction easements to be utilized on Grantor's real property described on Exhibits "B" and "C" attached hereto for the purpose of constructing the Facilities and using the Premises under the following terms and conditions:

1. In accepting this grant of easement the Undersigned acknowledges that the Grantor has made no representations as to whether the Premises are suitable for the uses contemplated herein and the Undersigned accepts the easements over said Premises in their present condition as suitable for said use.
2. The use of the Premises by the Undersigned shall be undertaken in a manner which will not interfere unreasonably with the use and enjoyment of the said Premises by the Grantor, its successors and assigns. The Facilities shall be constructed so as not to interfere with the permissible use of the surface area of the easement by the Grantor.
3. The Undersigned shall be responsible for performing the maintenance, repairs and construction of the Facilities at its sole cost.
4. The Undersigned shall be responsible for routine removal of trash and debris and for routine maintenance of landscaping along the trail, provided, however, that the Undersigned may enter into an agreement with either the City of Albany in which the trail is located, or a competent third party whereby either the City or third party agrees to be responsible for routine removal of trash and debris, and for routine maintenance of landscaping along the trail.
5. The Undersigned agrees that immediately following any construction, installation, or maintenance activities related to the Facilities, as contemplated herein, the Undersigned shall, at its sole cost and expense, restore all areas of the Grantor's lands outside the trail area which have been disturbed by such activities. All restoration of these lands shall be to a condition substantially the same as existed immediately prior to any such disturbances, including, without limitation, any and all necessary repairs and replacement of landscaping by the Undersigned, and all necessary repairs to restore the original contours and re-establish the ground cover to control erosion. The Undersigned shall also notify the Grantor when the work is completed and the Undersigned shall provide a representative to accompany the Grantor's representative on an inspection of the Premises.
6. The Undersigned shall not permit any mechanics' or materialmen's or other liens to be filed or placed against the Premises by reason of work, services or materials supplied to or

claimed to have been supplied to the Undersigned, and if any such lien should at any time be filed against the Premises, the Undersigned shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within thirty (30) days of the date of such filing. If the Undersigned shall fail to discharge said lien within such period, in addition to any other rights or remedies of the Grantor, the Grantor may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by the Grantor for any of the aforesaid purposes or for the satisfaction of any other lien caused by the Undersigned and all reasonable expenses of the Grantor in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by the Undersigned to the Grantor on demand.

7. The Grantor reserves the right to require the Undersigned to take reasonable remedial action to correct any violation of the terms of this Agreement for the protection and enhancement of the Project's lands, scenic, recreational, and other environmental value.
8. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said Premises, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend the Grantor, its agents and employees, from payment of any sum or sums of money, including attorney's fees, by reason of claims or suits resulting from injuries (including death) to any person, including but not limited to persons whose presence is related to the use of the easement hereunder, or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the easement herein described.
9. To the extent permissible under the applicable laws of the State of Georgia, and then only as may be covered by any applicable insurance which the Undersigned has or may procure, the Undersigned shall and does hereby agree to save, indemnify, and hold harmless, and defend the Grantor from the payment of any sum or sums of money to any person whomever (including third persons, subcontractors, the Undersigned, the Grantor, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including the Grantor) in any way attributable to or arising out of the negligent use of the Easement by the Undersigned, including, but without limiting the generality of the foregoing, all liens, garnishments, attachments, claims, suits, judgments, costs, attorneys' fees, costs of investigation, and of defense, and excepting only those situations where the injuries and damages claimed have been caused by reason of negligence on the part of the Grantor, or on the part of its agents or employ.
10. The Undersigned shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Premises. The Undersigned must abide by all local, state and federal laws regarding wetlands, protected species and stream buffer protection. The Undersigned is responsible for installation and maintenance of the Project's environmental best management practices to ensure proper erosion control.

11. The failure of the Grantor to exercise any rights given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of the Grantor's right to subsequently exercise such right, or to subsequently demand strict compliance with any such term, condition or covenant under this Agreement.
12. This Agreement, including said maps or plans, constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement.
13. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by the written consent of the parties hereto.
14. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns, and successors in title.
15. This Agreement shall be construed and governed by the laws of the State of Georgia.
16. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

(signatures appear on the following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Signed, sealed and delivered in the presence of:
in the presence of:



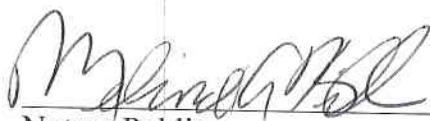
(SEAL)
Witness

"GRANTOR"
BEAUCHAMP PROPERTIES &
RENOVATIONS, LLC

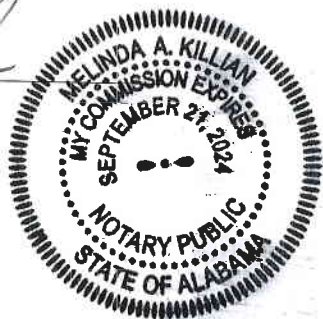
By: 

Name: Walker Beauchamp

Title: Managing Member



Notary Public



Attest: _____

Name: Melinda A. Killian

Title: Notary
(SEAL)

My Commission Expires: 9-21-2024

Signed, sealed and delivered in the presence of:
in the presence of:

(SEAL)
Witness

"UNDERSIGNED"
DOUGHERTY COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

Notary Public

Attest: _____

Name: _____

Title: _____
(SEAL)



2022 *COMMITTEE APPOINTMENTS*

Finance

Ed Newsome, Chair
Russell Gray
Clinton Johnson

Governmental Affairs

Gloria Gaines, Chair
Clinton Johnson
Ed Newsome

Public Health

Russell Gray, Chair
Gloria Gaines
Clinton Johnson

Public Safety

Anthony Jones, Chair
Gloria Gaines
Ed Newsome

Public Works

Victor Edwards, Chair
Russell Gray
Anthony Jones

Recreation

Clinton Johnson, Chair
Victor Edwards
Anthony Jones