



SPECIAL CALLED MEETING

December 14, 2020
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 to meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Minutes.
 - a. Consider for action the Minutes of the November 16th Regular Meeting and November 30th Work Session.
4. 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 long serving Board members:

Historic Preservation Committee – Lacy Lee, John Ventullett, Jr and Anne Wilson

Hospital Authority - Fred Ghiglieri, Dr. Michael Laslie and Dr. Tania Smith

Retirement Fund Committee - Commissioner Lamar Hudgins
 - b. Commissioner Clinton Johnson present to introduce Jana W. Dyke, President and CEO, Albany Dougherty County Economic Development Commission (EDC).
 - c. United States Department of Agriculture (USDA) Soil Conservationist Taylor Sinuefield present to discuss the soil and water conservation programs that are provided for the citizens of Dougherty County.
 - d. Voter Registration and Elections Supervisor Ginger Nickerson present to provide an update on the 2021 Runoff Election.

5. Zoning Discussion-

- a. Trevis McCullough, owner and applicant; requests to rezone 3.187 acres from C-7 (Mixed Use Planned-Development District) to C-2 (General Mixed-Use Business District). The property is located at the northwest quadrant of Antioch Road and Westview Drive. The property address is 1107 Antioch Road. The Planning Commission recommends approval with the condition that the following uses are not permitted: (1) Motor Vehicle Related Services to include: Sales/Maintenance/Repair/Body Shop; (2) Bars, Night Clubs. Mary Teter, Planning Manager, will address. **The Public Hearing and Action are scheduled for January 4, 2021.**
- b. Albert Powell, Jr, owner and applicant; requests to rezone 3.982 acres from R-1 (Single-Family Residential District) to C-8 (Commercial Recreation District). The property fronts the east side of The Circle. The property address is 222, 224, and 226 The Circle. The Planning Commission recommends approval. Mary Teter, Planning Manager, will address. **The Public Hearing and Action are scheduled for January 4, 2021.**
- c. Buford Jenkins, owner and applicant; requests Special Approval to operate a Drive-In Movie with Inflatable Screens on 6.63 acres within the C-3 District. The property fronts the west side of Liberty Expressway SE about 1,100' south of the intersection of Williamsburg Road and Liberty Expressway SE. The property address is 1729 Liberty Expressway SE. The Planning Commission recommends approval. Mary Teter, Planning Manager, will address. **The Public Hearing and Action are scheduled for January 4, 2021.**
- d. Proposed Text Amendment to Title II, Article 2, Section 2.01 6 (a-n): Community Residence Requirements of the Zoning Ordinance establishing regulations for the unincorporated County, including proposed amendments to Title I, Article 5: Definitions and to Table II.2.01 Permitted Uses subject to proposed Section 2.01 6 (a-n). Paul Forgey, Planning Director, will address. **The Public Hearing and Action are scheduled for January 4, 2021.**

6. Additional Business.

- a. Consider for action the Resolution confirming the appointment of Je'Nita Lane and Larry Thomas to the Dougherty County Board of Tax Assessors for the term beginning January 1, 2021 and ending December 31, 2023. County Clerk Jawahn Ware will address. **ACTION:**
- b. Consider for action the Resolution declaring a 2012 Dodge Charger and a 2015 Dodge Charger (from the Dougherty County Police) as surplus and authorize sale through Underwriters Safety & Claims. Assistant County Administrator Scott Addison will address. **ACTION:**
- c. Consider for action the Resolution providing for acceptance of an Age Friendly Region Designation Resolution. The Region 10 pilot program may allow our area to be the first regional AARP Age-Friendly Program in the nation. SW Georgia Regional Commission Director Suzanne Angell and Deputy Director Barbara Reddick are present to address. **ACTION:**

- d. **Discussion** relative to a proposed Intergovernmental Agreement by and between the Georgia Department of Natural Resources and Dougherty County providing for the transfer of fourteen (14) individual tracts totaling 357 acres, more or less, in Dougherty County along the Flint River from DNR to Dougherty County. The property is identified as the "Flint River Educational Park" and includes the Radium Springs property. County Administrator Mike McCoy and County Attorney Spencer Lee will address. **Action on this item is scheduled for January 4, 2020.**
 - e. Consider for action the reappointment of the County Administrator through the extension of the employment agreement effective January 4, 2021 through January 3, 2022 per section 1-3-23 of the Dougherty County Code of Ordinances. County Attorney Spencer Lee will address. **ACTION:**
 - f. FEMA Public Assistance Grant Recovery Financial Update for the January 2017 Tornadoes and the 2017 & 2018 Hurricanes. County Administrator Michael McCoy, Finance Director Martha Hendley, Consultant Ed Wall and CDBG-DR Program Manager Georgia Collier-Bolling will address.
7. Updates from the County Administrator.
 - a. Reminder the next meeting will be held on Monday, January 4, 2021 in Room 100.
8. Updates from the County Attorney.
9. Updates from the County Commission.
 - a. Salutation to Commissioner Lamar Hudgins.
10. Adjourn.

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

November 16, 2020

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on November 16, 2020. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Lamar Hudgins, Russell Gray and Clinton Johnson. Commissioners Gloria Gaines and Anthony Jones participated via the audio-conferencing feature. 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 October 19th Regular Meeting and October 26th Work Session minutes.

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

The Chairman called for consideration of the purchase of two 2021 Ford Explorers XLT for the EMS Department from the lowest responsive and responsible vendor meeting specifications, Peach State Ford (Cedartown, GA), in the amount of \$33,510 each for a total expenditure of \$67,020. Funding is budgeted in the SPLOST VII.

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

The Chairman called for consideration of the purchase of one 2021 Ford F-350 Truck Chassis for the Solid Waste Department from the lowest responsive and responsible vendor meeting specifications, Peach State Ford (Cedartown, GA), in the amount of \$38,886. Funding is budgeted in the Solid Waste Capital Outlay.

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

The Chairman called for consideration of the resolution providing for the acceptance and execution of the contract to accept the bid for the installation of a concrete trail around the pond located at Robert Cross Park from the lowest responsible and responsive bidder meeting specifications, Zane Grace Construction (Leesburg, Ga) in the amount of \$76,937.81 subject to the execution of the contract by the County Administrator. Funding is budgeted in the SPLOST VII.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion for approval passed unanimously. Resolution 20-065 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND
EXECUTION OF A PROCUREMENT RECOMMENDATION AND
RELATED DOCUMENTS IN THE AMOUNT OF \$76,937.81 WITH ZANE
GRACE CONSTRUCTION OF LEESBURG, GEORGIA PROVIDING FOR
INSTALLATION OF AN EIGHT FOOT (8') WIDE, FIBER REINFORCED,
CONCRETE TRAIL AROUND THE POND LOCATED AT ROBERT
CROSS PARK; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER
PURPOSES.

The Chairman called for consideration of the annual resolution authorizing the Southwest Georgia Regional Commission to execute and file the renewal of the annual application on behalf of Dougherty County with the Georgia Department of Transportation and the United States Department of Transportation for a grant for public transportation assistance under Section 5311 Regional Transit Program.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 20-066 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION AUTHORIZING THE FILING
OF AN APPLICATION
WITH THE GEORGIA DEPARTMENT OF
TRANSPORTATION AND THE UNITED
STATES DEPARTMENT OF
TRANSPORTATION FOR A GRANT FOR
PUBLIC TRANSPORTATION ASSISTANCE
UNDER TITLE 49 U.S.C., SECTION 5311.

The Chairman called for consideration of the request for the County Commission to authorize the Planning Commission and staff to provide a proposed text amendment to Title I, Article 5; Title II, Article 2 and Table II.2.01 of the Zoning Ordinance which creates the definitions of various types of Community Residences.

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

County Administrator McCoy stated that the proposed 2021 County Commission Meeting Calendar was available and there will not be a meeting on Monday, November 23, 2020.

The Chairman wished Commissioner Jones a happy early birthday. Commissioner Johnson requested a timeline for the Radium Spring trail installation. Mr. McCoy gave an overview for the various trails being worked on. Afterwards, Commissioner Johnson gave an overview from the recent Recreation meeting. Commissioner Gray asked the County Administrator and County Attorney to look at a local vendor purchasing. Chairman Cohilas shared prior to Commissioner Gray coming on the board, the topic was evaluated, and the legal opinion was that such policy violated state law. Chairman Cohilas added that the issue was analyzed intensively and shared that most of the money on vehicle purchases do not stay locally but we spend an astronomical amount on maintenance which is kept locally. He said that it would be good for Commissioner Gray to get historical information and the topic can be reviewed if needed. Chairman Cohilas then provided an update from a conversation on the Emergency Management Agency (EMA) plans. It was concluded that EMA has operated in accordance to the plan and that all are clear on their responsibilities. He asked Mr. McCoy to send the GEMA a letter to all the Commissioners and he will have a meeting this week with the Mayor to discuss.

There being no further business to come before the Commission, the meeting adjourned at 10:13 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

November 30, 2020

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on November 30, 2020. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 am. Present [in the Chamber] were Commissioners Victor Edwards, Russell Gray, Lamar Hudgins and Clinton Johnson. Commissioners Gloria Gaines and Anthony Jones participated via the audio-conferencing feature. Also participating in the Chamber 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, via live streaming of the meeting on the County's Facebook page and the government public access channel.

The Chairman asked the Commission to review the minutes of the November 2nd Regular Meeting, November 9th Work Session and November 9th Special Called Meeting.

The Chairman recognized University of Georgia Small Business Development Center Area Director Rob Martin via teleconference feature to discuss the programs that are provided for the citizens and small businesses of Dougherty County. He mentioned that there are 19 office locations that serve every county in Georgia. In 2019, they assisted over four thousand clients by helping small businesses grow. In the past five years, 13,849 new jobs were created with 1,687 businesses starting. Mr. Martin shared that the Small Business Development Center does have a free online entrepreneurship program.

The Chairman recognized President, Afram-Tech, Inc. William Wright to discuss reinvesting in the community as it relates to minority businesses and the concern that these businesses were not included when receiving grants and loans. He announced plans to provide workshops for minority businesses and stated that there is a need for an entrepreneurial academy and discussed advantages for the County to participate. Information about the main street loan program was provided. He asked that the Board provide a meeting facility.

The Chairman called for a discussion of the recommendation to accept the quote to purchase one 2020 Peterbilt Dump Truck Chassis and Body for the Public Works Department from the Sourcewell contract vendor Performance Peterbilt (Albany, GA) in the amount of \$140,583. The purchase will "piggy-back" from the County's award in the February 17, 2020 Regular Meeting. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and Buyer Tina Strassenberg were present. Mr. Addison stated that this was part of the regular scheduled replacements.

The Chairman called for a discussion of the recommendation to approve a change order in the amount of \$94,994.80 to the 2019 Alley Improvements Contract with Jim Boyd Construction. This Change Order will be for the addition of McEwen Alley. Funding is available in TSPLOST. Assistant County Administrator Scott Addison addressed. Project Engineer Jeremy Brown was present. Mr. Addison stated that it was more efficient to add the ally in the reconstruction while

the vendor was in the area. Commissioner Edwards shared that the City of Albany had to repair sinkholes several times and had to address sewer concerns. This is the same alley that Commissioner Edwards voiced concerns about previously.

The Chairman called for a discussion of the presentation of FY21 Budget Update County. County Administrator McCoy, Finance Director Martha Hendley and Financial Consultant Ed Wall addressed. Mr. McCoy introduced the new Assistant Finance Director Wendy Vogel. Ed Wall reviewed the “report card” for the Solid Waste Enterprise Fund as of October 31, 2020. We collected 35% in tipping fees and brought in 30% of proposed revenues at \$1,832,904. We are 17% above budget for the proposed revenues. He reviewed the Special Services District and highlighted that we are 5% below budget for expenditures. He discussed the General Fund budget and noted that local option sales tax is 5% above the projection. Across the state, sales taxes are above budget due to online sales. He stressed that \$6,022,717 of the fund balance was budgeted to use to prevent the County from raising taxes. However, only the projected use will be half (\$3,208,635). If the collections continued, even less would be used. He mentioned that staff were doing a great job of “holding” expenditures. Additional funding for grants (CARES & Elections) were separately noted.

Mr. McCoy said that the County has performed well financially. He added that if this continues, a lump sum distribution could be provided to employees because the County would not have been able to perform well during this pandemic without them. Three options were presented: (a) \$600 for 650 employees cost with total distribution with taxes of \$419,835; (b) \$700 for cost of \$489,808 and (c) \$800 cost of \$559,780. It was recommended to use option c and noted that each fund can provide the distributions. Commissioner Johnson clarified that this distribution would be for all employees, full-time and part-time, and Commissioner Jones said that the County was debt free and wanted to emphasize that for all the citizens that were listening.

Upon Commissioner Gaines’ question, Mr. Wall addressed if the Special Services District repaid the transfers made from the Solid Waste Fund. He stated administratively Mrs. Hendley moved money back into the funds and it is not required for the Commission to provide formal approval; however, a specific amount will be provided to the Commission of what was repaid. He noted if the funds were not repaid in a certain period, the Commission would need to approve it as a write off. He emphasized that the County is not at that point at the current moment. Chairman Cohilas asked Mr. McCoy and Mrs. Hendley to make a presentation at the next work session on the total amount of loan funds advanced, total amount reimbursed and the administrative repayment with an assessment of the likelihood of recoupment of the remainder of the funds for accounting to determine gaps for a later decision to be made.

The Chairman called for a discussion of the recommendation to approve the proposed Alcoholic Beverage License renewals for Calendar Year 2021. Chief Anthony Donaldson, Business and License Support Department was present. Chairman Cohilas shared that this was an annual administrative request.

The Chairman called for a discussion of the recommendation to accept the Georgia Department of Transportation speed ordinance, which increases the speed limit of the 1.18-mile road section of SR91 from Mile Post 15 (North of County Road 167) to the Lee County Line. Once inside Lee County, the current speed limit is now 55 mph. This would bring the speed ordinance into

compliance with current state regulations. Adoption of the ordinance will permit law enforcement to enforce the revised speed limit. County Administrator Michael McCoy addressed. Chief Kenneth Johnson was also present. Mr. McCoy reminded the Board that this recommendation was based upon the request of Commissioner Gray and allowed the police to enforce DOT regulations. Commissioner Gray shared it stemmed from a constituent concern.

The Chairman called for a discussion of the board appointments. County Clerk Jawahn Ware addressed.

Joint Board of Adjustments & Appeals – There is one joint appointment with an unexpired three-year term ending October 1, 2022. There are no new applicants. All joint appointments must be ratified by the City of Albany. The County will re-advertise for one vacancy.

Air Conditioning, Heating, & Ventilation Board – There are four appointments: one County, two joint and one rotational, all with a one-year term ending December 31, 2021. Incumbents Thomas Driggers (joint), Clint Newsome (joint) and Clifford Tolbert (rotational) desire reappointment. There are no new applicants. All joint appointments must be ratified by the City of Albany. The County will re-advertise for one vacancy.

Citizens Transportation Committee – There is one appointment with a three-year term ending December 31, 2023. Incumbent Glenn Tyler Harris desires reappointment. There are no new applicants.

Economic Development Commission – There is one appointment with a two-year term ending December 31, 2022. Incumbent Dr. Anthony Parker desires reappointment. There is one new applicant: Will Davis.

Electrical Board – There are five appointments: one County appointment for a Master Electrician, two joint appointments for an Electrical Supplier, one joint appointment for a Professional Engineer and one appointment for a joint citizen member, all with a one-year term ending December 31, 2021. Incumbent Sanford Hillsman (joint citizen member) desires reappointment. There was no response from incumbent Edward West (joint Professional Engineer). There are three existing vacancies: one County appointment for a Master Electrician and two appointments for joint Electrical Suppliers. There are no new applicants. The County will re-advertise for four vacancies and all joint appointments must be ratified by the City of Albany.

Flood Plain Management Review Board – There are two appointments with one joint appointment with an unexpired three-year term ending December 31, 2021 and one County appointment with a three-year term ending December 31, 2023. Incumbent Harry James desires reappointment. There is one vacancy. There are no new applicants. The County will re-advertise for one vacancy.

Gas Board – There are three appointments: One County, one joint and one rotational all with a one-year term ending December 31, 2021. Incumbents Sanford Hillsman (county) and Rhett Parker (joint) desire reappointment. There was no response from incumbent William Walker

(rotational). There are no new applicants and all joint appointments must be ratified by the City of Albany. The County will re-advertise for one vacancy.

Golden Triangle Resource Conservation & Development (RC&D) Council – There are two appointments with a two-year term ending December 31, 2022. Incumbents Doug Wilson and J. Douglas Porter desire reappointment. There are no new applicants.

Historic Preservation Commission – There are four appointments with a two-year term ending December 31, 2022. Incumbents Anne Wilson and Lacy Lee do not desire reappointment. Incumbent John P. Ventulett Jr. resigned from the Commission. Incumbent Francis M. Wakeford, III desires reappointment. There are five new applicants: Angela Cain Gibson, Bryant Edward Harden, William Denson, Michael Harper and Hope Campbell.

Albany-Dougherty Hospital Authority – There are five appointments. One appointment with a two-year unexpired term ending December 31, 2022. Incumbent Dr. Michael Laslie resigned from the Commission. Four appointments with a five-year year term ending December 31, 2025, one must be a Commissioner. Incumbents Commissioner Clinton Johnson (Commission Appointment) and Glenn Singfield Sr. desire reappointment. Incumbent Fred Ghiglieri has served the limit of two full terms. Incumbent Dr. Tania Smith does not desire reappointment. There are five new applicants: Dr. Charles Ochie Sr., Dorothy Hubbard, James Hotz, Joel Wright and Will Davis.

Keep Albany Dougherty Beautiful – There are two appointments with a three-year term ending December 31, 2023. Incumbents Melissa Hodges and Bill Reilly desire reappointment. KADB recommends reappointment.

Library Board – There are four appointments with a three-year term ending December 31, 2023, one must be a Commissioner. Incumbents Commissioner Anthony Jones, Walter Kelley and John Kirbo desire reappointment. Incumbent Haryl Dabney resigned. There are two new applicants: Joshua Miller and Dr. Charles Ochie Sr.

Plumbing Board – There are three appointments with a one-year term ending December 31, 2021. Two County appointments must be a Master Plumber and one appointment represents a citizen member. Incumbents Lee Eppley (Master Plumber), Rhett Parker (Master Plumber) and Glenn Harris (Citizen Member) desire reappointment. There are no new applicants.

Retirement Fund Committee – There are three appointments with one appointment with a unexpired four-year term ending December 31, 2021 and two appointments with a four-year term ending December 31, 2024, one must be an active employee. Incumbent Wes Sadler resigned. Incumbents Michael McCoy (active employee representative) and Charles Kelley reappointment. There are no new applicants. The County will re-advertise for one vacancy.

Southwest Georgia Community Action Council – There is one appointment with a one-year term ending December 31, 2021. Incumbent Glenn Tyler Harris desires reappointment. There are two new applicants: Tiffany Burks and Sherrell Byrd.

Southwest Georgia Housing Task Force – There is one appointment with a one-year term ending December 31, 2021. Incumbent Sonya Johnson desires reappointment. There are two new applicants: Sherrell Byrd and Will Davis.

Southwest Georgia Regional Commission – There are three appointments: one County, one joint and one Chairman designee (appointee must be a Commissioner) all with a one-year term ending December 31, 2021. Incumbents Raymond Breaux (County), Anthony Jones (Chairman designee) and Casawn Lhuillier-Yheyeis (joint) desire reappointment. There is one new applicant: Sherrell Byrd. All joint appointments must be ratified by the City of Albany. Chairman stated that he will reappoint Commissioner Jones.

Tax Assessors Board – There are two appointments with a three-year term ending December 31, 2023. Incumbents JeNita Lane and Larry Thomas desire reappointment. There are no new applicants.

Chairman Cohilas asked the Commission to give a moment of silence for the passing of Code Enforcement Robert Carter that served our area well.

There being no further business to come before the Commission, the meeting adjourned at 11:31a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



MEMORANDUM

Date: December 4, 2020
To: The Board of County Commissioners
From: Albany Dougherty Planning Commission
Subject: #20-045 Rezoning (1107 Antioch Road)

Trevis McCullough (20-045) has submitted an application to the Albany Dougherty Planning Commission requesting that the official Zoning Map of Dougherty County be amended to rezone 3.187 acres from C-7 (Mixed-Use Planned-Development District) to C-2 (General Mixed-Use Business District). The property is located at the northwest quadrant of Antioch Rd. and Westview Dr. The property address is 1107 Antioch Rd. The property owner/applicant is Trevis McCullough.

Helen Young offered a motion to approve the request to rezone the property located at 1107 Antioch Road from C-7 to C-2 with the condition that the following uses are not permitted:

- Motor Vehicle Related Services to include: Sales/Maintenance/Repair/Body Shop; Vehicle Service/Wash; Service Station/Convenience Store
- Bars, Night Clubs

The motion was seconded by Art Brown; the motion carried 6-0 with the following votes:

William Geer	Tie or Quorum
Billy Merritt	Yes
Art Brown	Yes
Jimmy Hall	Yes
Sanford Hillsman	Absent
Yvonne Jackson	Absent
Aaron Johnson	Yes
Charles Ochie	Yes
Helen Young	Yes
Dominique Riggins	Absent

STAFF ANALYSIS AND REPORT APPLICATION #20-045 REZONING



OWNER/APPLICANT:	Trevis McCullough
LOCATION:	1107 Antioch Rd. NW Quadrant of Antioch Rd. & Westview Rd.
CURRENT ZONING/USE:	
Zoning:	C-7 (Mixed-Use Planned-Development District)
Use:	Vacant Property
PROPOSED ZONING/USE:	
Zoning:	C-2 (General Mixed-Use Business District)
Use:	Barber Shop and BBQ Stand
ZONING/ADJACENT LAND USE:	
North:	R-2 (Single Family Residential District)
Land Use:	Sports Complex, Post Office,
South:	R-2 (Single-Family Residential District)
Land Use:	Putney Baptist Church, Vacant Property, Single Family Residence
West:	C-7 (Mixed-Use Planned-Development District)
Land Use:	Vacant Property, Convenience Store
East:	R-2 (Single-Family Residential District), C-3c (Commercial District Conditional)
Land Use:	Sports Complex, Church Parsonage, Cell Tower
MEETING INFORMATION:	
Planning Commission:	12/03/20, 2:00 P.M., Robert Cross Multipurpose Facility, 3085 Martin Luther King, Jr. Dr.
Public Hearing:	01/04/21, 10:00 A.M., 222 Pine Avenue, Rm.100
RECOMMENDATION:	Conditional Approval to C-2 (General Mixed-Use Business District)

BASIC INFORMATION

The applicant requests to rezone 3.187 acres from C-7 (Mixed-Use Planned-Development District) to C-2 (General Neighborhood Mixed-Use Business District). The current C-7 designation must include a minimum 20 percent residential and 20 percent commercial uses for development. An approved rezoning will allow for a commercial use without the residential component.

PHYSICAL CHARACTERISTICS AND INFRASTRUCTURE

The property is located at the northwest quadrant of Antioch Rd. and Westview Dr. This area is served by public water but not sanitary sewer. The property does not lie within the 100-Year Floodplain; its topography is generally level and wooded. Access is provided from Antioch Rd. and Westview Dr.

RELEVANT ZONING HISTORY

Planning Department records indicate that the subject property is located within a triangular area bounded by Radium Springs Rd., Antioch Rd., and Westview Dr. that has retained its original C-7 designation since the adoption of zoning (1969). The adjacent area has retained its original R-2 designation, except for a triangular tract (0.87 acres) to the southeast of the subject property, which was rezoned to C-3c (Commercial District) in 1981 with the condition that the use was limited to a microwave tower.

PLANNING CONSIDERATIONS

Listed below are several issues for consideration in evaluating this rezoning application.

1. *Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?*

The applicant plans to develop a portion of the property for commercial use, specifically a barber shop and a BBQ stand. A convenience store with fuel pumps is located at the northeast corner of Radium Springs Rd. and Westview Dr. Public institutional uses include a Post Office, recreational area/playground, and Putney Baptist Church. A single family residence is located at the southeast corner of Radium Springs Rd./Westview Dr. and at 1118 Antioch Rd. directly across from the subject property.

The proposed rezoning and use should be compatible with adjacent commercial and public institutional uses while providing a service to adjacent residential properties.

2. *Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?*

The rezoning should not adversely affect the existing use of adjacent commercial and public institutional operations. Conditional zoning to exclude certain uses, such as motor

vehicle related services, should protect adjacent residential properties from adverse impacts associated with those uses.

3. *Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?*

The property has a reasonable economic use with its current C-7 designation, which allows for a variety of commercial uses pending Special Approval of the County Commission. Residential housing is allowed by right. However, redevelopment of a property zoned C-7 requires a residential component (minimum 20 percent) and a commercial component (minimum 20 percent).

4. *Will the rezoning proposal result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?*

- **Impact on Utilities:** Public water is available to the site, but not sanitary sewer. The development will be served by an on-site septic system.
- **Impact on School System:** The proposed use will not impact the school system.
- **Impact on Transportation Network:** Staff estimates that the impact of the rezoning on the surrounding transportation network would be as follows:

Road Capacity: Information Not Available for This Site

Trip Generation: According to **Trip Generation (2018)**, the proposed use could generate the following Saturday Peak Hour trips:

- Hair Salon: 5 trips per 1,000 sq. ft. of gross floor area. The size of the proposed barber shop is not known at this time.

Road Improvements: According to the **FY 2018 - 2021 Transportation Improvement Program** and the **Dougherty Area Regional Transportation Study: 2045**, no state or federally funded projects are proposed for the area.

Road Classifications: Streets that provide access to the subject property are classified accordingly:

- Antioch Rd. is classified as an Urban Minor Arterial road.
- Westview Dr. is classified as a Rural Local road.

Public Transit Routes: Albany transit does not serve this area

Accident Information: According to Traffic Engineering, the subject property is not located near a high traffic accident location.

5. *Is the rezoning proposal in conformity with the policy and intent of the Albany-Dougherty Comprehensive Plan for Development (2026)?*

The **Future Land Use Map** recommends commercial development for the triangular area bounded by Radium Springs Rd., Westview Dr., and Antioch Rd; the property lies within this triangle. The request to rezone the property to another commercial classification is consistent with this recommendation.

6. *Are there other existing or changing conditions affecting the use and development of the property that provide grounds for approval or disapproval of the rezoning proposal as submitted?*

Staff did not identify any other existing or changing conditions that support approval or disapproval of the rezoning application.

RECOMMENDATION

Staff recommends **approval** to rezone to C-2 (General Mixed-Use Business District) with the condition that the following uses are not permitted:

- Motor Vehicle Related Services to include: Sales/Maintenance/Repair/Body Shop; Vehicle Service/Wash; Service Station/Convenience Store
- Bars, Night Clubs

Location

Item a.



20-045 Rezoning C-7 to C-2
1107 Antioch Rd.
Owner: Trevis McCullough
Applicant: Trevis McCullough



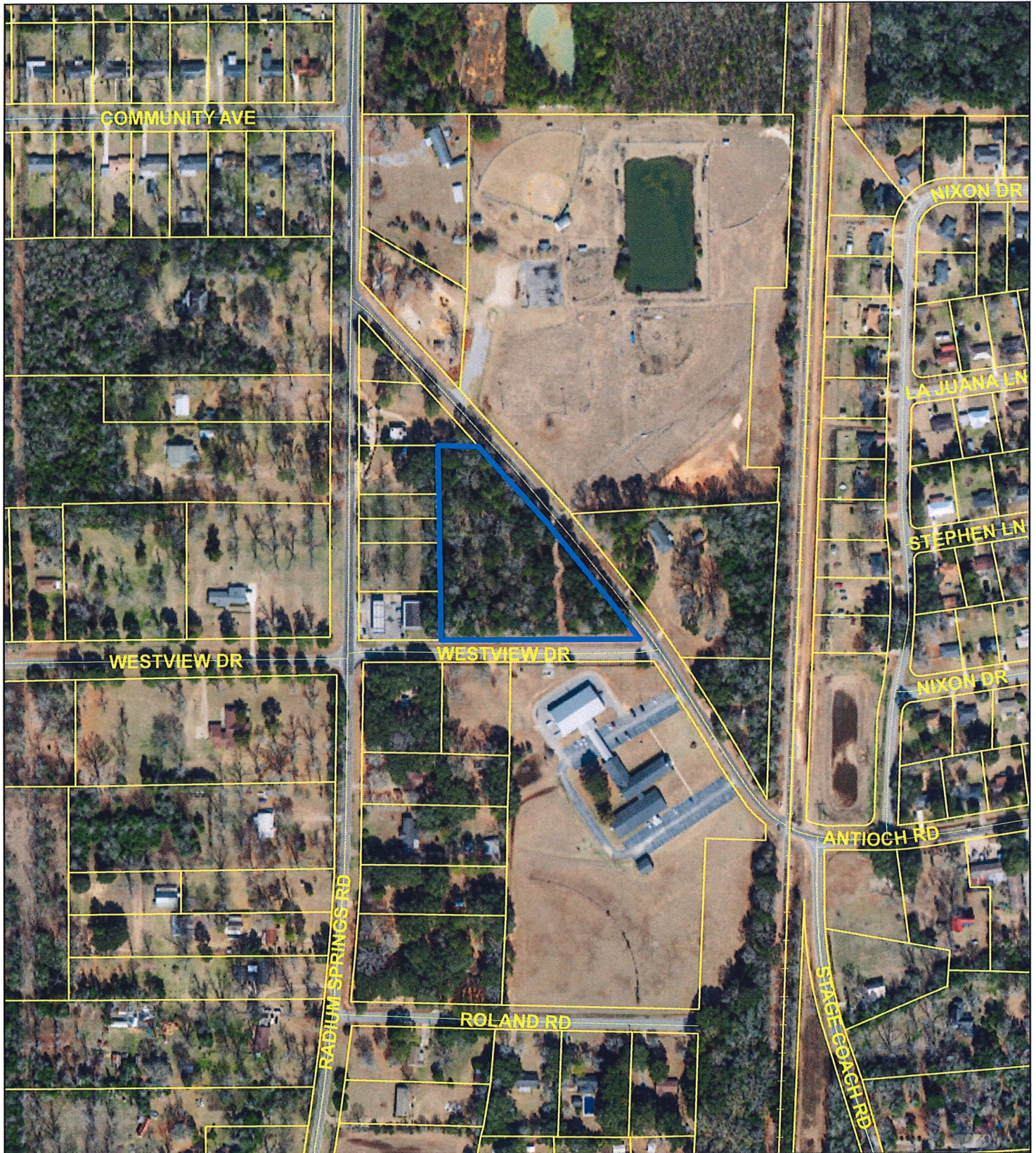
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Disclaimer; Albany GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.

Aerial

Item a.



20-045 Rezoning C-7 to C-2
 1107 Antioch Rd.
 Owner: Trevis McCullough
 Applicant: Trevis McCullough



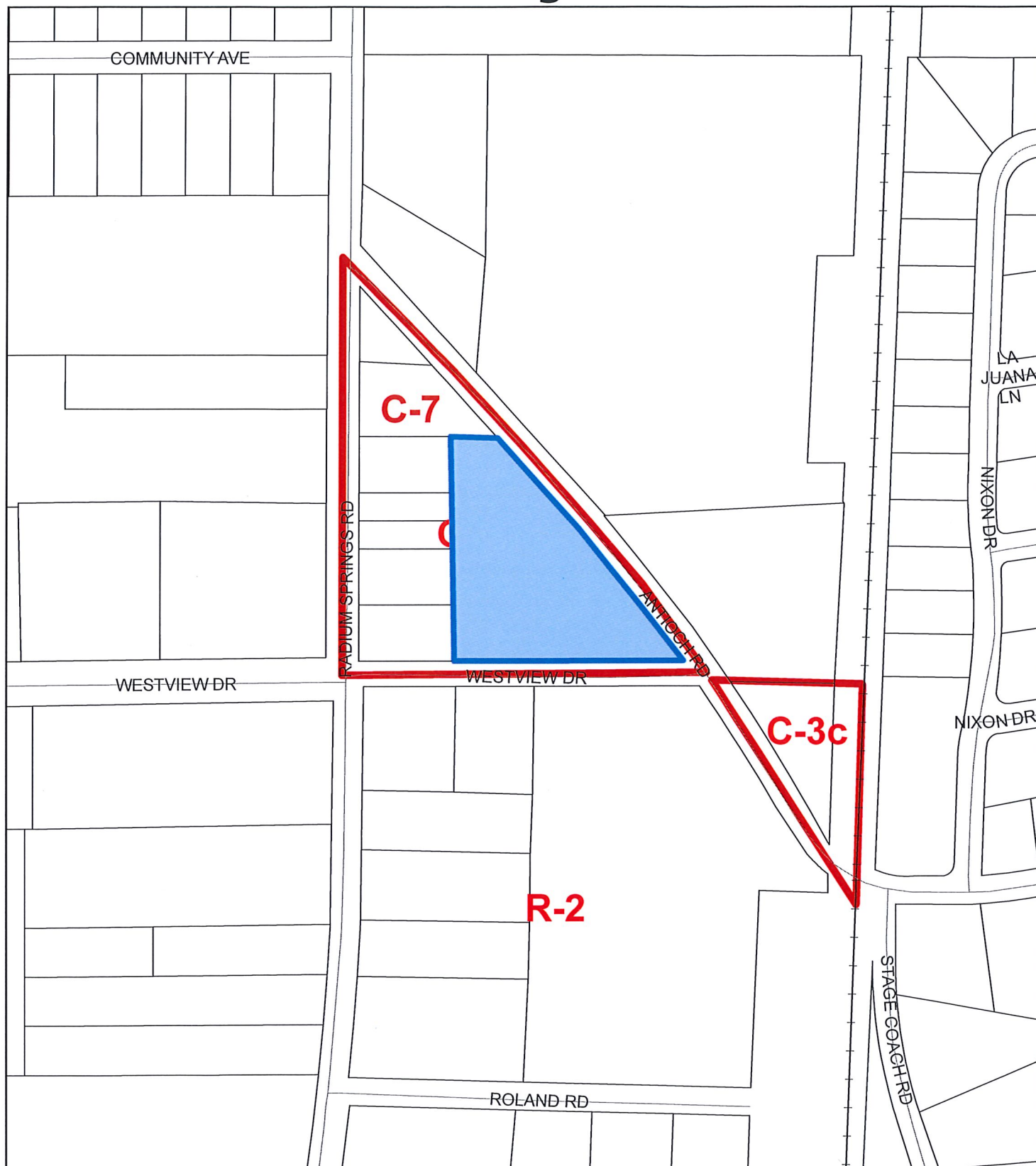
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Zoning

Item a.



20-045 Rezoning C-7 to C-2
1107 Antioch Rd.
Owner: Trevis McCullough
Applicant: Trevis McCullough

400 200 0 400 Feet



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Land Use

Item a.



20-045 Rezoning C-7 to C-2
1107 Antioch Rd..
Owner: Trevis McCullough
Applicant: Trevis McCullough



180 0 180
Feet



Disclaimer; Albany GIS makes every effort to produce the most accurate information possible. No warranties, expresses nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.

LEC #20189
September 1, 2020

Legal Description
Property of Trevis A. McCullough
Property to be rezoned from C-7 to C-3

All that certain tract or parcel of land situate lying and being part of Land Lot 250 of the First Land District, Dougherty County, Georgia and being more particularly described as follows:

Begin at the intersection of the north right-of-way of Westview Drive (60' r/w) and the southwest right-of-way of Antioch Road (60' r/w) and go north 88 degrees 41 minutes 48 seconds west along the north right-of-way of Westview Drive 491.86 feet; go thence north 01 degree 26 minutes 00 seconds east a distance of 474.57 feet; go thence south 88 degrees 34 minutes 00 seconds east a distance of 93.33 feet to the southwest right-of-way of Antioch Road; go thence south 38 degrees 39 minutes 20 seconds east along the southwest right-of-way of Antioch Road a distance of 648.86 feet to the north right-of-way of Westview Drive and the point of beginning.

Said tract or parcel contains 3.187 acres.

DOC# 010520
FILED IN OFFICE
09/25/2006 03:23 PM
BK:3220 PG:187-188
EVONNE S. MULL
CLERK OF
COURT
DOUGHERTY COUNTY
~~From State~~
REAL ESTATE TRANSFER T
AX
PAID: \$19.00

Item a.

Prepared by and return to:
Beverly Giddens of
Law Offices of Don McClure, P.C.
100 North Madison Street, P. O. Box
492
Albany, Georgia 31702

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF DOUGHERTY

THIS INDENTURE, made the 22nd day of September, 2006, between

Robert J. Ray

of the County of , and State of Georgia, as party or parties of the first part,
hereinafter called Grantor and

Trevis A. McCullough

as party or parties of the second part, hereinafter called Grantee, (the words
"Grantor" and "Grantee" to include their respective heirs, successors and assigns
where the context requires or permits).

WITNESSETH that: Grantor, for and in CONSIDERATION OF OTHER GOOD AND
VALUABLE CONSIDERATION AND THE SUM OF TEN (\$10.00) DOLLARS, in hand paid at and
before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and
by these presents does grant bargain, sell, alien, convey and confirm unto the
said Grantee,

All that tract or parcel of land lying and being in Land Lot 250 in
the First Land District of Dougherty County, Georgia, and being more
particularly described as follows:

Begin at the intersection of the North right-of-way line of Westview
Avenue and the West right-of-way line of Antioch Road formerly known
as Stagecoach Road, run thence along the North right-of-way line of
Westview Avenue North 88 degrees 41 minutes 48 seconds West a
distance of 491.87 feet to a point; run thence North 01 degrees 26
minutes 00 seconds East a distance of 474.57 feet to a point; run
thence South 88 degrees 34 minutes 00 seconds East a distance of
93.33 feet to a point on the West right-of-way line of Antioch Road;
go thence along the Western right-of-way of Antioch Road on a chord
bearing South 38 degrees 39 minutes 20 seconds East with a chord
distance of 618.86 feet to the Point of Beginning. All in
accordance with a plat of survey prepared by Malcolm Burnsed,
Georgia Registered Land Surveyor No. 1691, dated August 20, 1997 and
entitled "Plat Property of Robert James Ray and Annie M. Ray," the
same being incorporated herein by specific reference thereto.

Subject to all easements and restrictions of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

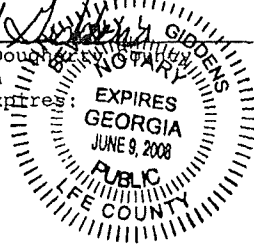
Signed, sealed and delivered this
22nd day of September, 2006 in the
presence of:

Witness

Notary Public, Douglas County,
State of Georgia

My Commission Expires:

File #12080-06



Robert J. Ray (SEAL)
Robert J. Ray

(SEAL)



APPLICATION TO AMEND THE ZONING MAP OF:
Albany, Georgia Dougherty County, Georgia

Property address: 1107 Antioch Road Albany GA 31705
 Name of property owner(s): Trevin McCallag
 Mailing address: 10709 Debraun Road
 City: Zebulon State: NC Zip code: 27597 Telephone: 229-894-6787

Name of applicant: Trevin McCallag
 Mailing address: 10709 Debraun Road
 City: Zebulon State: NC Zip code: 27597 Telephone: 229-894-6787

Zoning Classification:

Present zoning district C7
 Proposed zoning district C2

Current use: None
 Proposed use: Barber Shop / BBA

Please attach the following documents:

- A written legal description of the property giving the full metes and bounds description rather than plat reference.
- A copy of the deed verifying ownership status.
- Authorization by property owner form (if the property owner and applicant are not the same).
- A plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale (submit one copy of the plat if it is 11" x 17" or smaller. For larger plats, submit twenty copies).
- An 8" x 11" size map of the area (The map should be the same as the larger map).
- A disclosure of campaign contributions and gifts form.
- Filing fees should be paid when submitting the application. These fees are based on the zoning district that the applicant is applying for, and should be payable to the City of Albany.

This application must be filed by the 10th of the month to be considered for the Planning Commission meeting of the following month.

I hereby authorize the Planning & Development Services Department staff to inspect the premises of the above described property and to place a public notice sign on the premises as required by law. I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

I have read and subscribed before me this 24 day of August, 2020.

Signature of applicant: [Signature]

Notary Public: [Signature] My commission expires: 2-27-2024



(Staff use)

Posting fee: _____ Date paid: _____ Receipt: _____

PLANNING, DEVELOPMENT SERVICES & CODE ENFORCEMENT

P.O. Box 447 Albany, GA 31702 | Phone: 229.438.3901 | Fax: 229.438.3965 | www.albany.ga.us



VERIFICATION OF OWNERSHIP

Name of all owners: Trevis Antonio McCallough

Address: 10709 Debraam Road

City/State/Zip Code: Zebulon NC 27597

Telephone Number: (229) 894-6787

Property Location (give description if no address): 1107 Antioch Road
Albany Georgia 31705

I am the owner of the property listed above, which is the subject matter of the attached application, as shown in the records of the City of Albany, or Dougherty County.

[Signature] [Signature]
Owner Signature (all owners must sign) Owner Signature (all owners must sign)

Personally appeared before me Colby Mark Fellows, who has stated that the information on this form is true and correct.

[Signature]
Notary Public

8-7-2020
Date

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the attached application.

Name: Hope McCallough

Address: 10709 Debraam Road

City/State/Zip Code: Zebulon NC 27597

Telephone Number: (229) 894-8239

PLANNING & DEVELOPMENT SERVICES



**APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS**
(Required by Title 36, Chapter 67A, Official Code of
Georgia Annotated)

The applicant filed on this date: 07 AUG 2020, to apply for a rezoning approval affecting described property as follows:

1107 Antioch Road Albany Georgia 31705

Yes No

☐ ☒ Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

~~_____
JBL
MA
07 AUG 2020~~

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 7th day of August, 2020.

[Signature]
Signature of Applicant

[Signature]
Notary Public
Commission expires 27-2024



MEMORANDUM

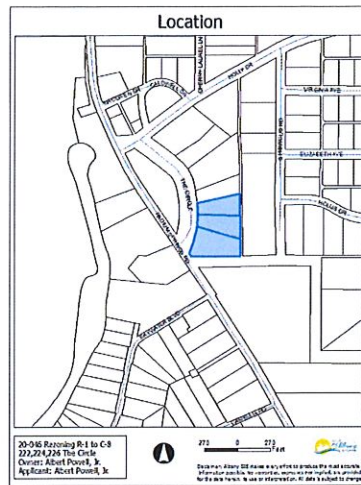
Date: December 4, 2020
To: The Board of County Commissioners
From: Albany Dougherty Planning Commission
Subject: #20-046 Rezoning (222, 224, 226 The Circle)

Albert Powell, Jr. (20-046) has submitted an application to the Albany Dougherty Planning Commission requesting that the official Zoning Map of Dougherty County be amended to rezone 3.982 acres from R-1 (Single-Family Residential District) to C-8 (Commercial Recreation District). The property fronts the east side of The Circle; the property address is 222, 224, and 226 The Circle. The property owner/applicant is Albert Powell, Jr.

Helen Young offered a motion to approve the request to rezone the property located at 222, 224, and 226 The Circle from R-1 to C-8; seconded by Art Brown; the motion carried 5-1 with the following votes:

William Geer	Tie or Quorum
Billy Merritt	No
Art Brown	Yes
Jimmy Hall	Yes
Sanford Hillsman	Absent
Yvonne Jackson	Absent
Aaron Johnson	Yes
Charles Ochie	Yes
Helen Young	Yes
Dominique Riggins	Absent

STAFF ANALYSIS AND REPORT APPLICATION #20-046 REZONING

**OWNER/APPLICANT:**

Albert Powell, Jr.

LOCATION:

222, 224, 226 The Circle

CURRENT ZONING/USE:

Zoning:

R-1 (Single-Family Residential District)

Use:

Vacant Property

PROPOSED ZONING/USE:

Zoning:

C-8 (Commercial Recreation District)

Use:

Event Center

ZONING/ADJACENT LAND USE:

North:

R-1 (Single Family Residential District)

Land Use:

Vacant Property

South:

R-1 (Single-Family Residential District),
C-8 (Commercial Recreation District)

Land Use:

Vacant Property, Radium Springs Gardens/Park

West:

C-8 (Commercial Recreation District)

Land Use:

Vacant Property, Radium Springs Gardens/Park

East:

R-1 (Single-Family Residential District)

Land Use:

Vacant Property, Single Family Residences

MEETING INFORMATION:

Planning Commission:

12/03/20, 2:00 P.M., Robert Cross Multipurpose
Facility, 3085 Martin Luther King, Jr. Dr.

Public Hearing:

01/04/21, 10:00 A.M., 222 Pine Avenue, Rm.100

RECOMMENDATION:**Denial to C-8 (Commercial Recreation
District)**

BASIC INFORMATION

The applicant requests to rezone 3.982 acres from R-1 (Single-Family Residential District) to C-8 (Commercial Recreation District). The property consists of three adjoining vacant parcels. An approved rezoning would allow for construction of an event center.

The proposed use will require Special Approval of the County Commission, which is a separate application. The applicant will submit the appropriate application pending approval of this application for rezoning.

PHYSICAL CHARACTERISTICS AND INFRASTRUCTURE

Public water and sanitary sewer serve this area. The property lies within the 100-Year Floodplain; its topography is generally level. A drainage canal adjoins the southern boundary of the property. Access is provided from the east side of The Circle between Holly Dr. and Radium Springs Rd.

RELEVANT ZONING HISTORY

Planning Department records indicate that the subject property and adjacent area to the east of Radium Springs Rd. has retained its original R-1 designation since the County adopted zoning in 1969. The east side of The Circle was rezoned from R-1 to C-8 in 1976.

PLANNING CONSIDERATIONS

Listed below are several issues for consideration in evaluating this rezoning application.

1. *Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?*

The applicant plans to develop the property as an event center (fabricated building) to include pavilions and associated parking areas. Several properties located on The Circle (north and west) are owned by Dougherty County and preserved as open space; there are no structures located on The Circle.

The development represents a dissimilarity with the residential land use to the east of Radium Springs Rd. and with the open space properties located on The Circle and to the west of Radium Springs Rd. (developed as a natural recreational and educational park).

2. *Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?*

The proposed use could affect any future development of the lot at 220 The Circle (privately owned); the R-1 designation allows for a single family dwelling, but it is

reasonable to assume that the owner would be hesitant to build a single family residence next to an event center. Also, noise from the event center could negatively impact the residential neighborhood to the east and disrupt the quietness of the Radium Springs Garden Park area to the west of Radium Springs Rd.

3. *Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?*

The property has a reasonable economic use as zoned. The current R-1 designation allows for single family residences and public/institutional uses.

4. *Will the rezoning proposal result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?*

- **Impact on Utilities:** The proposed use will not impact utilities.
- **Impact on School System:** The proposed use will not impact the school system.
- **Impact on Transportation Network:** Staff estimates that the impact of the rezoning on the surrounding transportation network would be as follows:

Road Capacity:

Road(s)	Traffic Capacity	ADT (2018)
Radium Springs Rd. @ Camilla Rd. Between Oakridge & Holly	20,600	3,560

Trip Generation: According to **Trip Generation (2018)**, a Recreational Community Facility could generate about nine (9) Saturday trips per 1,000 sq. ft. of gross floor area. The size of the proposed event center is not known at this time.

Road Improvements: According to the **FY 2018 - 2021 Transportation Improvement Program** and the **Dougherty Area Regional Transportation Study: 2040**, no state or federally funded projects are proposed for the area.

Road Classifications: Streets that provide access to the subject property are classified accordingly:

- Radium Springs Rd. is classified as an "Urban Minor Arterial" road.
- The Circle is classified as an Urban Local road.

Public Transit Routes: Albany transit does not serve this area

Accident Information: According to Traffic Engineering, the subject property is not located near a high traffic accident location.

Analysis: Road capacity is available to support the proposed rezoning and use.

5. *Is the rezoning proposal in conformity with the policy and intent of the Albany-Dougherty Comprehensive Plan for Development (2026)?*

The **Future Land Use Map** recommends low-density housing for the subject property and immediate area. The request to rezone the property to C-8 is not consistent with this recommendation. The west side of Radium Springs Rd. is recommended for Park/Recreation/Conservation uses and is developed as such (Radium Springs Gardens and Radium Springs Wildlife Observation Point).

6. *Are there other existing or changing conditions affecting the use and development of the property that provide grounds for approval or disapproval of the rezoning proposal as submitted?*

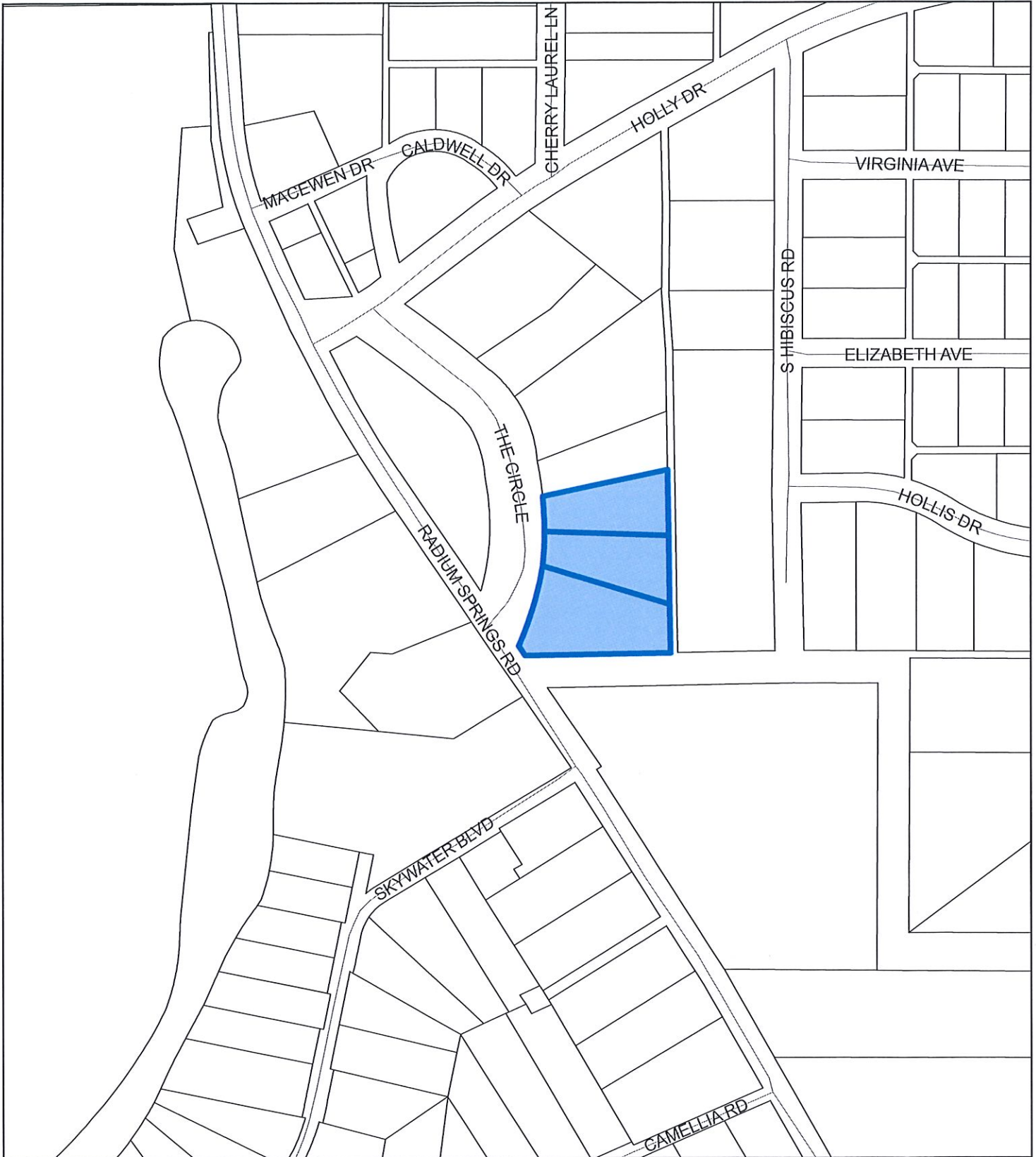
The Radium Springs Areawide Recovery and Development Plan, adopted by the County in 2019, includes The Circle within a rural neighborhood area and recommends the continuation of adjacent open space; commercial enterprises are slated to go closer to the Putney area. This recommendation, along with the Future Land Use Map, recommends that commercial development not be directed to this area.

Staff did not identify any other existing or changing conditions that support approval or disapproval of the rezoning application.

RECOMMENDATION

Staff recommends **denial** to rezone to C-8 (Commercial Recreation District).

Location



20-046 Rezoning R-1 to C-8
 222,224,226 The Circle
 Owner: Albert Powell, Jr.
 Applicant: Albert Powell, Jr.



270 0 270
 Feet



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Aerial

Item b.



20-046 Rezoning R-1 to C-8
222,224,226 The Circle
Owner: Albert Powell, Jr.
Applicant: Albert Powell, Jr.



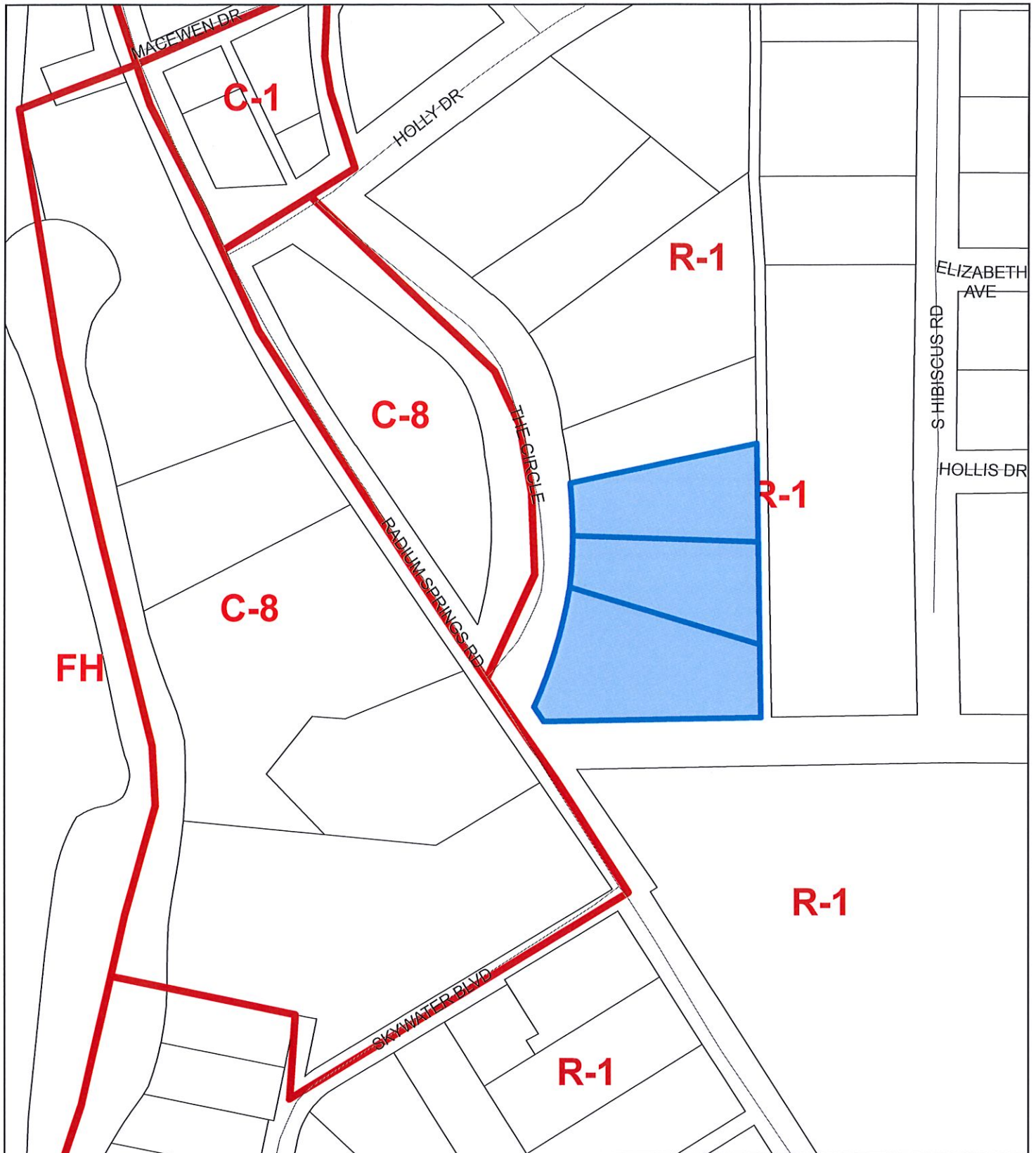
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Zoning

Item b.



20-046 Rezoning R-1 to C-8
222,224,226 The Circle
Owner: Albert Powell, Jr.
Applicant: Albert Powell, Jr.



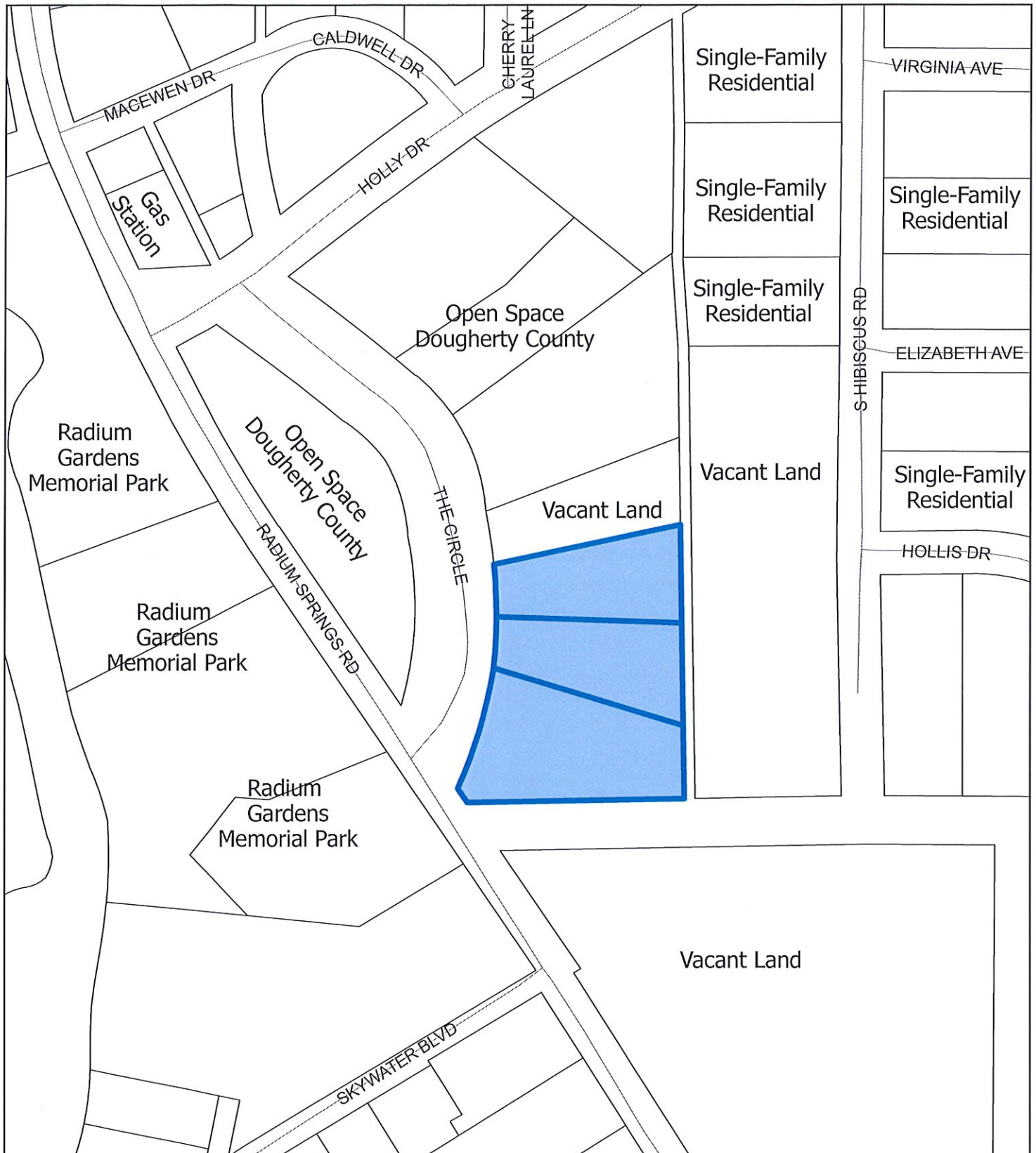
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Land Use

Item b.



20-046 Rezoning R-1 to C-8
 222,224,226 The Circle
 Owner: Albert Powell, Jr.
 Applicant: Albert Powell, Jr.



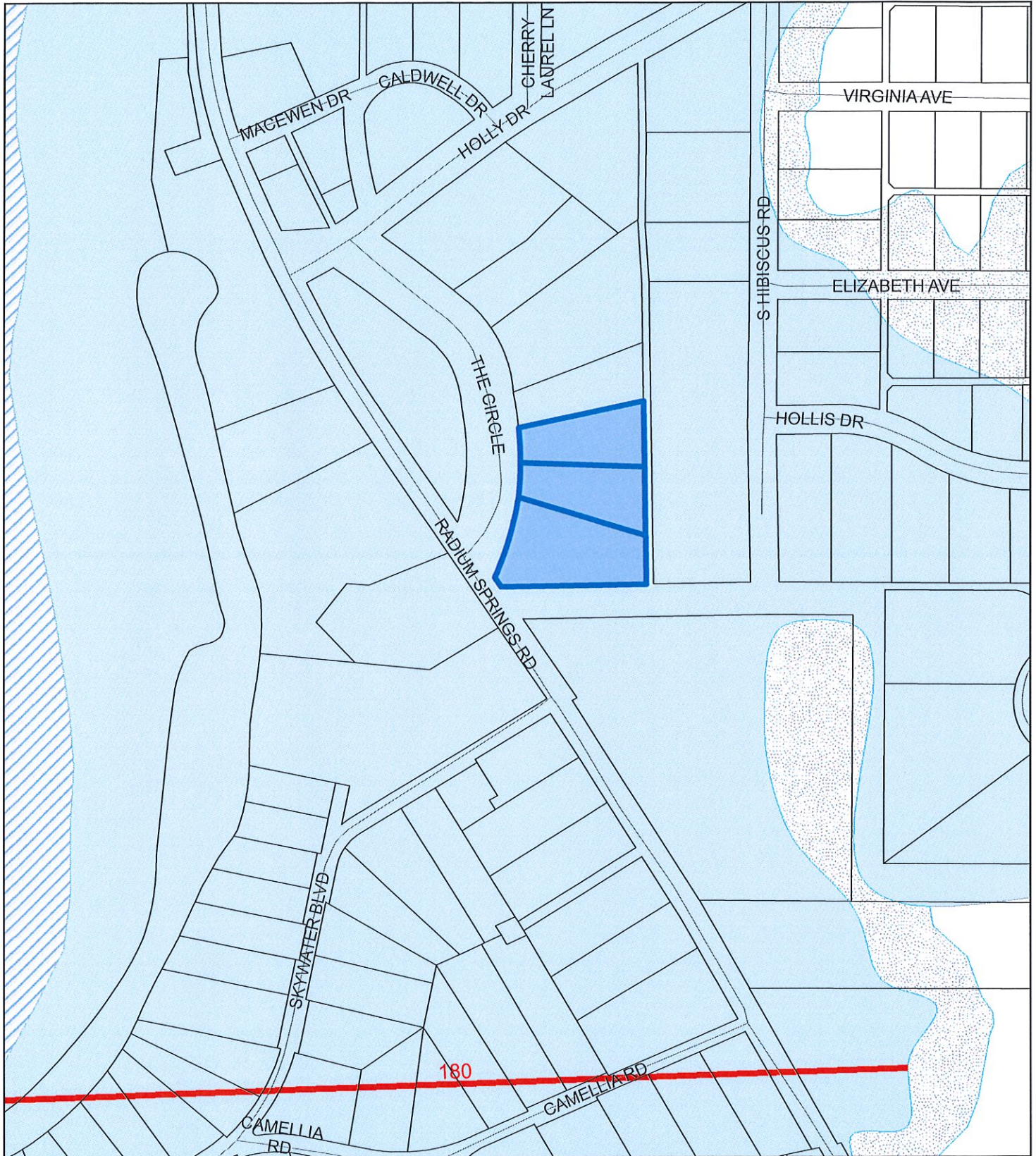
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100-Year Floodplain

Item b.



20-046 Rezoning R-1 to C-8
 222,224,226 The Circle
 Owner: Albert Powell, Jr.
 Applicant: Albert Powell, Jr.

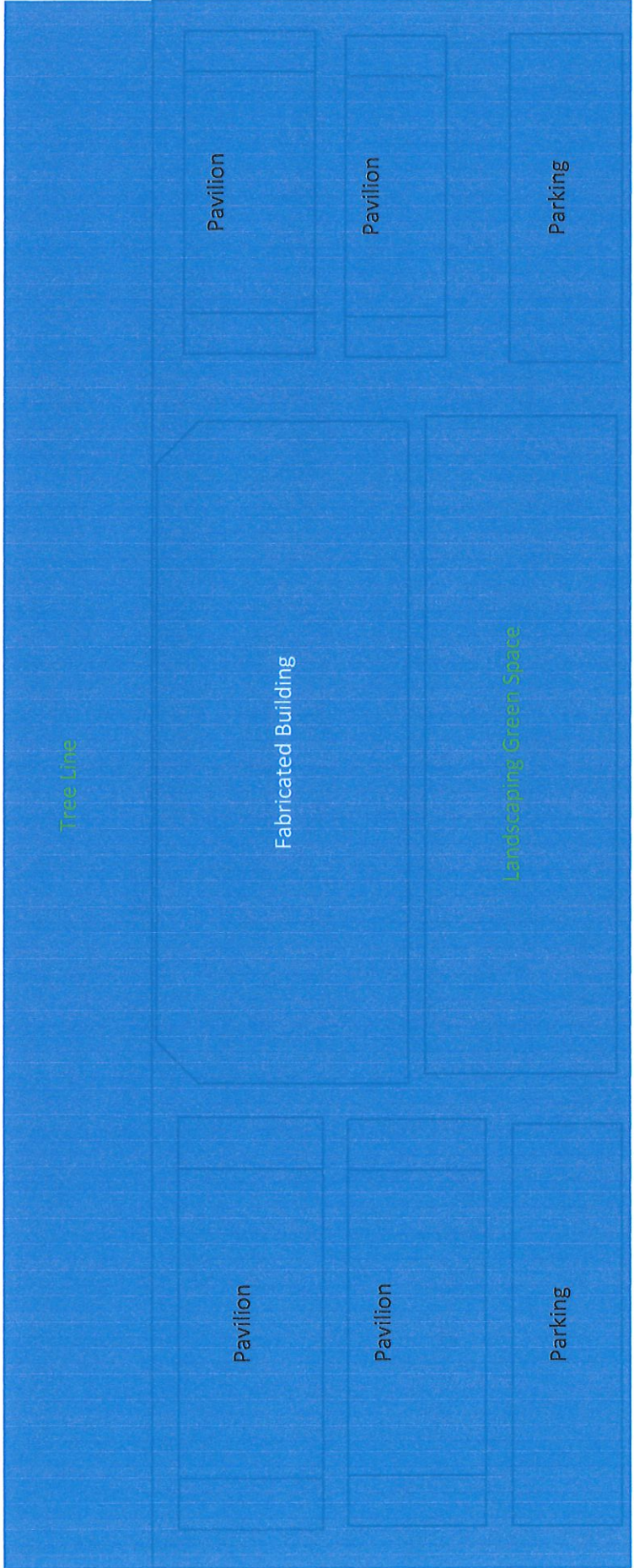


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 Feet



Disclaimer; Albany GIS makes every effort to produce the most accurate information possible. No warranties, expresses nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.

**Admix Event & Venue Area
Radium Gardens, Albany Ga**



The Circle Road

→ Radium Springs Rd ←

Go
Item b.

LEGAL DESCRIPTION

All that certain tract or parcel of land situate lying and being part of Land Lots 244 and 245 of the First Land District, Dougherty County, Georgia and being more particularly described as follows:

Begin at the Southeast right of way intersection of The Circle(150' R/W) and Radium Springs Road(70' R/W) and go 413.79' along the East right of way of The Circle along a non tangent curve to the left, having a radius of 629.83' and a chord bearing and distance of North 15 degrees 08 minutes 17 seconds East, 406.39'.

Go thence North 75 degrees 17 minutes 26 seconds East to the west side of a 20' unopen alley;

Go thence South 04 degrees 12 minutes 00 seconds West, 31.96' along the west side of said alley;

Continue thence South 00 degrees 12 minutes 00 seconds West, 475.51';

Go thence South 89 degrees 47 minutes 00 seconds West, 431.53', returning to the Point of Beginning.

Said tract or parcel contains 3.982 Acres more or less.




RETRACEMENT SURVEY - PART OF
RADIUM SPRINGS INC., SECTION ONE -
BLOCK F - PART OF LAND LOTS
244 AND 245 - 1st LAND DISTRICT
ALBANY, DOUGHERTY COUNTY, GEORGIA

NASH
Engineering & Surveying, LLC

P.O. BOX 70725
ALBANY, GEORGIA 31708
Phone: (229) 759-1442

GRAPHIC SCALE



SCALE: 1" = 100'
DATE OF SURVEY: 7-28-20

LIMITED WARRANTY DEED

**STATE OF GEORGIA
COUNTY OF DOUGHERTY**

This Indenture made this 6th day of August 2018 between Albert Powell, Jr., as party or parties of the first part, hereinafter called Grantor, and First Look Estate, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

Tract 1:

All that tract or parcel of land lying and being in Land Lots 244 and 245 of the First (1st) Land District of Dougherty County, Georgia, and being all of Lots 4, 5, 6, 7, and 8 of Block "F" of Radium Springs, Inc. revised subdivision plat of Section No. 1, according to a map or plat of said revised subdivision, recorded in Plat Book 2, Page 15 (Plat Cabinet 1, Slide A-39) in the office of the Clerk of the Superior Court of Dougherty County, Georgia.

Tract 2:

All that tract or parcel of land lying and being in Land Lot 245 of the First (1st) Land District of Dougherty County, Georgia, and being more particularly described as Lots F-18, F-19, and F-20, Section No. 1 of Radium Springs, Inc., according to a plat said subdivision as same is recorded in Plat Book 2, Page 15 (Plat Cabinet 1, Slide A-39) in the office of the Clerk of Superior Court of Dougherty County, Georgia.

Tract 3:

All that tract or parcel of land lying and being in Land Lot 245 of the First Land District of Dougherty County, Georgia, and being all of Lot 72 of Radium Springs, Inc., Section No. 3, according to a map or plat of said subdivision as same is recorded in Plat Book 2, Page 109 (Plat Cabinet 1, Slide A-51), in the office of the Clerk of Superior Court of Dougherty County, Georgia.

This conveyance and the warranties hereinafter contained are made subject to any and all restrictions, easements, covenants and rights-of-ways affecting said described property as shown on the above referenced plat of survey and as recorded in public records in addition to Restrictive Covenants of record at Deed Book 1222, Pages 295-308, further amended in Deed Book 1718, Pages 179-183, Clerk's Office, Dougherty Superior Court.

Said property is known as, under the present system of numbering for Dougherty County Georgia as 2514 Hibiscus Road, Albany, GA 31705.

THE SCRIVENER of this deed has not abstracted the subject property and does not certify to the title of same, nor does she certify to the description contained herein.

**APPLICATION TO AMEND THE ZONING MAP OF:****Albany, Georgia** **Dougherty County, Georgia**

Property address: 226, 224, 222 The Circle, Radium Springs
 Name of property owner(s): Albert Powell Jr (First Look Estate LLC)
 Mailing address: 100 Mato Cante Ct.
 City: Kathleen State: GA Zip code: 31047 Telephone: 229 395 1075

Name of applicant: Albert Powell Jr
 Mailing address: 100 Mato Cante Ct.
 City: Kathleen State: GA Zip code: 31047 Telephone: 229 395 1075

Zoning Classification:

Present zoning district: R-1
 Proposed zoning district: C-8

Current use: N/A
 Proposed use: Event Center

Please attach the following documents:

- A written legal description of the property giving the full metes and bounds description rather than plat reference.
- A copy of the deed verifying ownership status.
- Authorization by property owner form (if the property owner and applicant are not the same).
- A plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale (submit one copy of the plat if it is 11" x 17" or smaller. For larger plats, submit twenty copies).
- An 8" x 11" size map of the area (The map should be the same as the larger map).
- A disclosure of campaign contributions and gifts form.
- Filing fees should be paid when submitting the application. These fees are based on the zoning district that the applicant is applying for, and should be payable to the City of Albany.

This application must be filed by the 10th of the month to be considered for the Planning Commission meeting of the following month.

I hereby authorize the Planning & Development Services Department staff to inspect the premises of the above described property and to place a public notice sign on the premises as required by law. I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

Sworn to and subscribed before me this 11 day of August, 2020.

Signature of applicant: [Signature]

Notary Public: Dein Clark

My commission expires: June 7, 2024

(Staff use)

Posting fee: _____ Date paid: _____ Receipt: _____

Notary Public
 Dein Clark
 State of Georgia
 Commission Expires
 7th Day of June, 2024



VERIFICATION OF OWNERSHIP

Name of all owners: Albert Powell Jr.

First Look Estate LLC

Address: 100 Moto Cante Court

City/State/Zip Code: Kathleen GA 31047

Telephone Number: 229 395 1075

Property Location (give description if no address):

226, 224, 222 The Circle Radian Springs

I am the owner of the property listed above, which is the subject matter of the attached application, as shown in the records of the City of Albany, or Dougherty County.

[Signature] Owner Signature (all owners must sign)

[Signature] Owner Signature (all owners must sign)

Personally appeared before me Albert Powell Jr., who has stated that the information on this form is true and correct.

[Signature]
Notary Public

August 11, 2020
Date

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the attached application.

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____



**APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS**
(Required by Title 36, Chapter 67A, Official Code of
Georgia Annotated)

The applicant filed on this date: 08/11/20, to apply for a rezoning approval affecting described property as follows:

226, 224, 222 The Circle, Radium Springs

Yes No

☐ ☒ Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 11 day of August, 2020.


Signature of Applicant


Notary Public

Commission expires: June 7, 2024

Denise Clark
Notary Public
Worth County
STATE OF GEORGIA
Commission Expires
7th Day of June, 2024



MEMORANDUM

Date: December 4, 2020
To: The Board of County Commissioners
From: Albany Dougherty Planning Commission
Subject: #20-047 Special Approval (1729 Liberty Expressway SE)

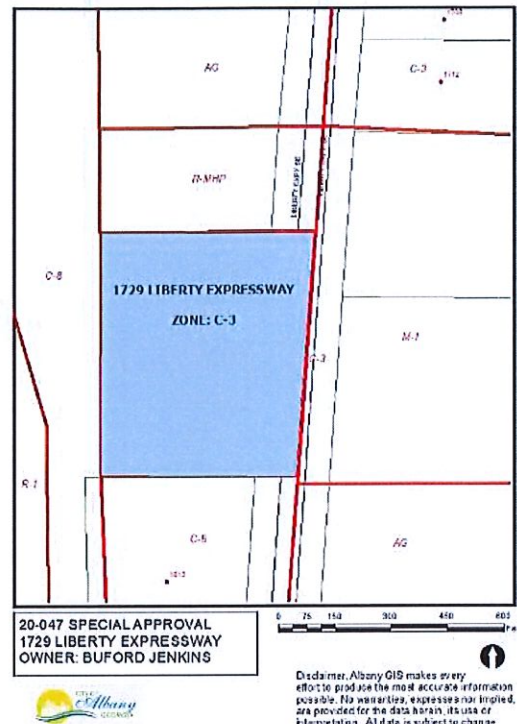
Buford Jenkins (20-047) has submitted an application to the Albany Dougherty Planning Commission requesting Special Approval to operate a Drive-In Movie with Inflatable Screens on 6.63 acres within the C-3 District. The property fronts the west side of Liberty Expressway SE about 1,100' south of the intersection of Williamsburg Rd. and Liberty Expressway SE; the property address is 1729 Liberty Expressway SE. The property owner/applicant is Buford Jenkins.

Art Brown offered a motion to approve the request to operate a Drive-In Movie located at 1729 Liberty Expressway SE; seconded by Helen Young; the motion carried 6-0 with the following votes:

William Geer	Tie or Quorum
Billy Merritt	No
Art Brown	Yes
Jimmy Hall	Yes
Sanford Hillsman	Absent
Yvonne Jackson	Absent
Aaron Johnson	Yes
Charles Ochie	Yes
Helen Young	Yes
Dominique Riggins	Absent

STAFF ANALYSIS AND REPORT APPLICATION #20-047 SPECIAL APPROVAL

LOCATION



OWNER/APPLICANT:	Buford Jenkins
LOCATION:	1729 Liberty Expressway
CURRENT ZONING:	C-3 (Commercial District)
CURRENT USE/PROPOSED USE:	Vacant Property / Drive-In Movie Theater
MEETING INFORMATION:	
Planning Commission	12/03/20, 2:00 P.M., Robert Cross Multipurpose Facility, 3085 Martin Luther King, Jr. Dr.
Public Hearing and Final Vote	1/04/21, 10:00 A.M., 222 Pine Ave., Rm. 100
RECOMMENDATION:	Approval

GENERAL INFORMATION: The applicant requests special approval to operate a Drive-In Movie Theater (Inflatable Screen) on a six-acre tract.

Special approval of the County Commission is required to operate an Outdoor Special Event Facility on one acre or more of property in the C-3 (Commercial) District.

SPECIAL APPROVAL CRITERIA

The Albany Dougherty Zoning Ordinance recommends that the Planning Commission consider the following factors for special approval requests:

1. The effect of the proposed activity on adjacent transportation network.

Road Capacity:

<u>Road(s)</u>	<u>Traffic Capacity</u>	<u>ADT (2019)</u>
Liberty Expressway SE (Liberty Ex. @ Williamsburg)	40,000	16,300

Trip Generation (2018) does not provide trip information on this type use.

Road Classifications: Liberty Expressway SE (US 19) is classified as an Urban Principal Arterial road.

Access to the site must be approved by GDOT. According to GDOT, the speed limit in this section of Liberty Expressway is 65 MPH, which will automatically require the need for a deceleration lane regardless of the number of trips generated. This should provide vehicle safety for entering the site.

Accident Information: Information from Traffic Engineering indicates that the property **is not** near a high-accident location.

2. The location of off-street parking facilities.

Two acres of individual parking spaces will be provided on each side of the double-sided inflatable screen.

3. The number, size and type of signs proposed for the site.

Two site identification signs will be located near the entrance of the property. Signage must comply with the Dougherty County Sign Ordinance.

4. The amount and location of open space.

Most of the six-acre lot will remain undisturbed.

5. Protective Screening.

The site is fenced and gated for security reasons.

6. Hours and manner of operation of the proposed use.

The drive-in movie theater will be open Friday and Saturday evenings from 7:00 pm. to 11:30 p.m.

7. Outdoor lighting.

Low intensity lighting will be provided for security reasons (pole lighting).

8. Ingress and egress to the property.

The property has access from Liberty Expressway. Access must be approved by GDOT.

9. Compatibility with surrounding land use.

The proposed use should be compatible with adjacent outdoor facilities to the west and north (US 19 Dragway and Albany Motor Speedway) and with industrial and agricultural operations to the east of Liberty Expressway.

10. Consistency with the Comprehensive Plan.

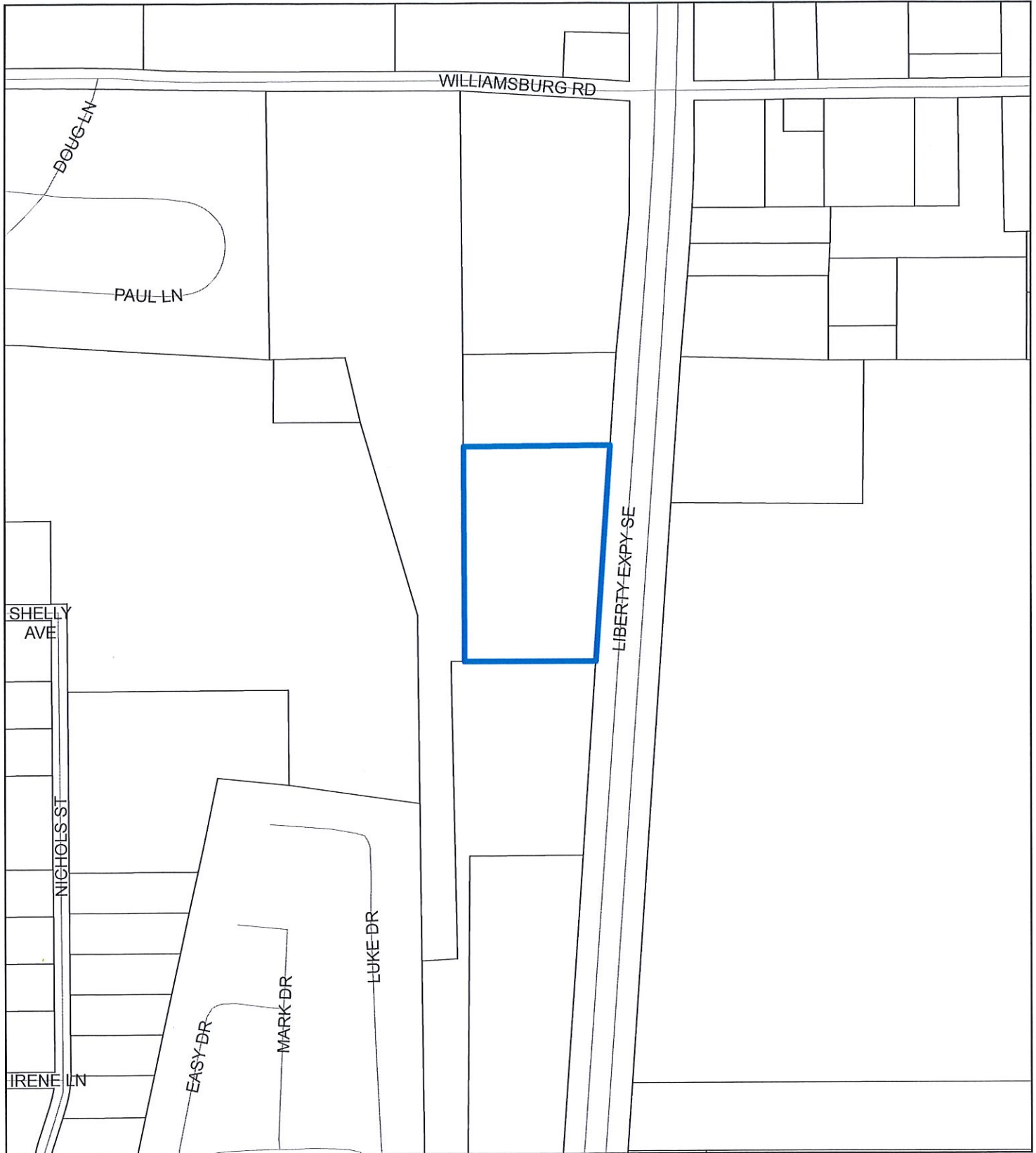
The **Comprehensive Plan (2026)** recommends commercial development for the subject property and adjacent properties located along the west frontage of Liberty Expressway; the proposed rezoning and use is consistent with this recommendation.

RECOMMENDATION

Staff recommends **approval** of this application.

Location

Item c.



20-047 Special Approval
1729 Liberty Expressway SE
Owner: Buford Jenkins
Applicant: Buford Jenkins



190 0 190 380 Feet



Disclaimer; Albany GIS makes every effort to produce the most accurate information possible. No warranties, expresses nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.

Aerial

Item c.



20-047 Special Approval
1729 Liberty Expressway SE
Owner: Buford Jenkins
Applicant: Buford Jenkins



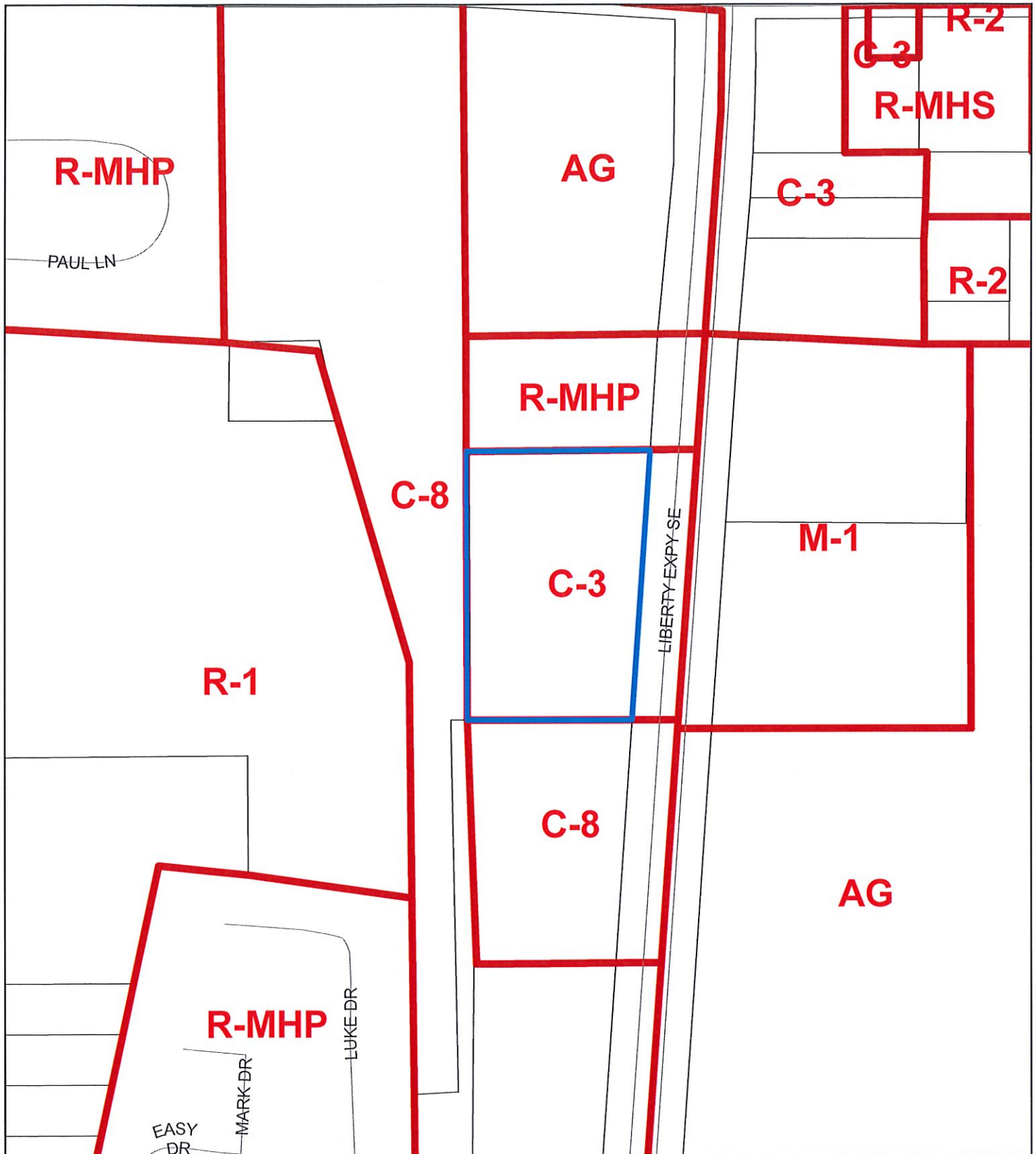
170 0 170 340 Feet



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Zoning

Item c.



20-047 Special Approval
1729 Liberty Expressway SE
Owner: Buford Jenkins
Applicant: Buford Jenkins



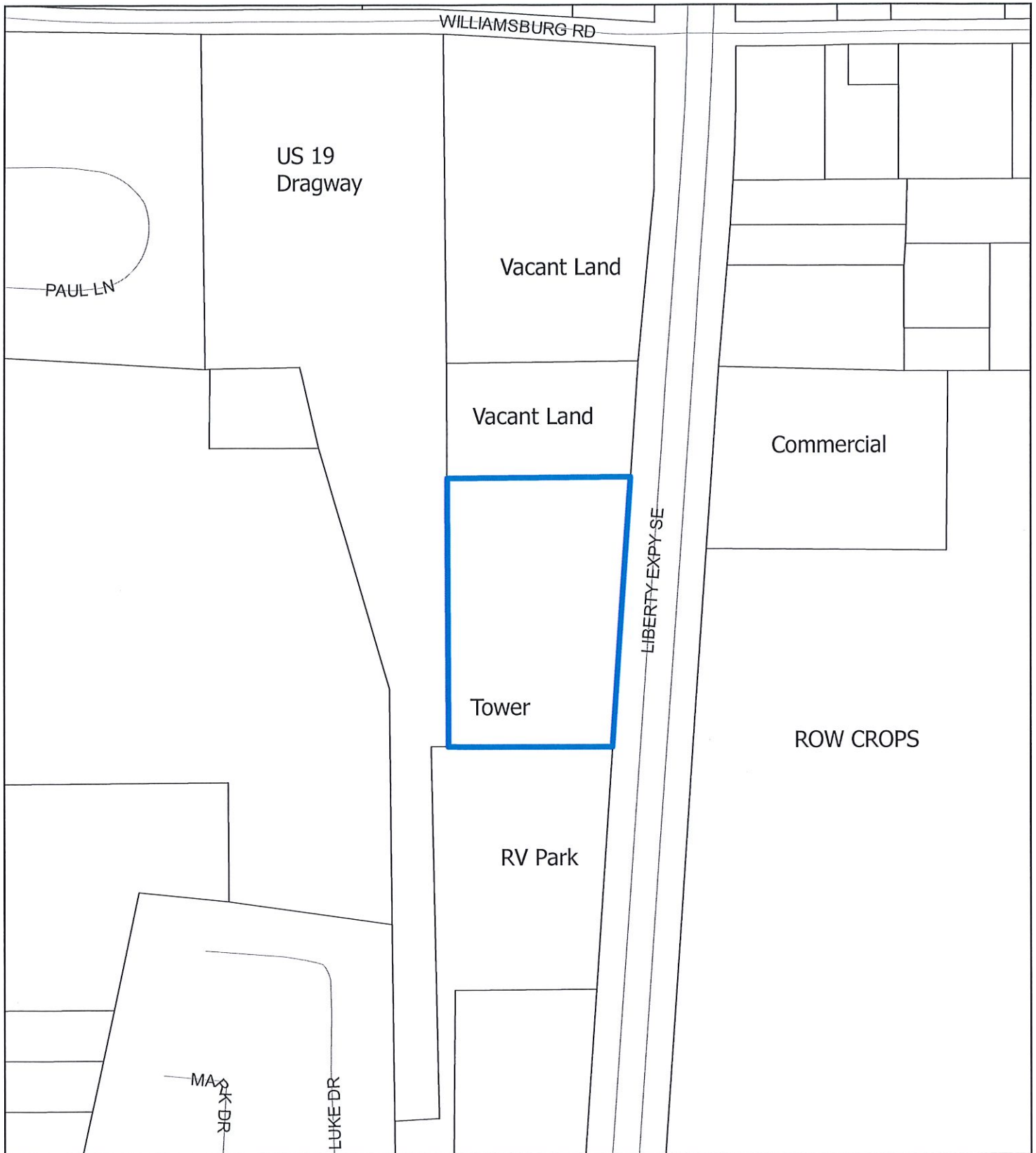
150 0 150 300
Feet



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Land Use

Item c.



20-047 Special Approval
1729 Liberty Expressway SE
Owner: Buford Jenkins
Applicant: Buford Jenkins



150 0 150 300
Feet



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ARTICLE 5: SPECIAL APPROVAL BY THE CITY/COUNTY COMMISSION (CC)

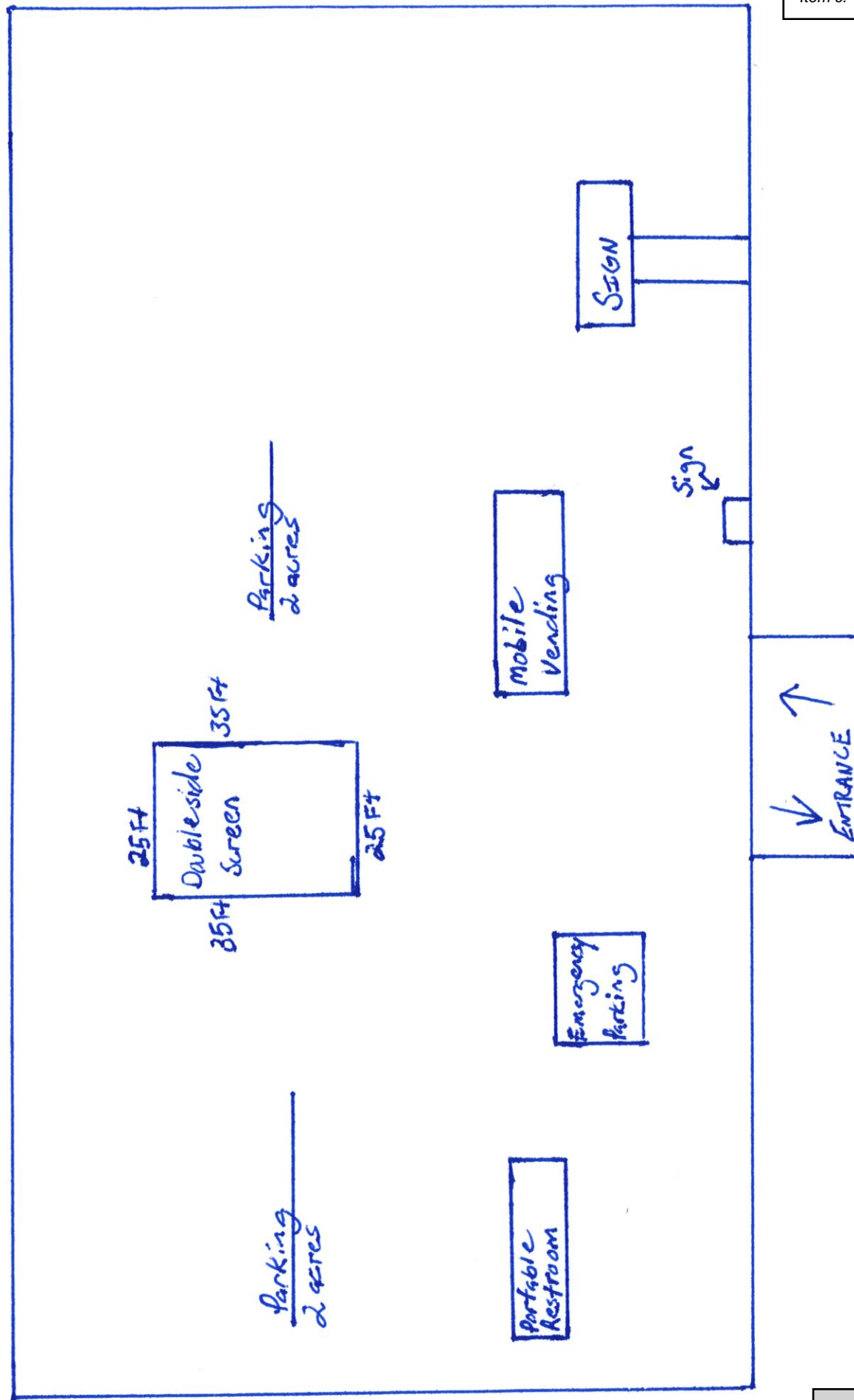
Section 5.01 APPLICATION FOR SPECIAL APPROVAL OF THE CITY/COUNTY COMMISSION.

An application for special approval of the City/County Commission, for a use that is permitted under this Ordinance only after such special approval of the City/County Commission, shall include a letter of intent addressing all criteria listed below in this section, a site plan that includes all site plan review requirements found in following section 6.01, and basic project information from the applicant. The City/County Commission shall not take final action on the application until it has received a recommendation from the Planning Commission. An application may be approved, denied, or approved with conditions. In reviewing the application, the City/County Commission shall consider the following Special Approval Review Criteria: (See Section 6.01 for Site Plan requirements).

Special Approval Review Criteria

1. The effect of the proposed activity on traffic flow along adjoining streets. Will it adversely impact flow on adjoining streets? **NO - THERE ARE NO ADJOINING STREETS CONNECTED TO THIS PROPERTY.**
2. The location of off-street parking facilities. Are parking facilities adequate and properly located to serve the use and not impact surrounding properties? **YES - ALL PARKING IS LOCATED INSIDE OF THE FENCED LOT.**
3. The number, size and type of signs proposed for the site. **2 SIGNS: (1) 6x10 AND (1) 4x4 (ONE IS ILLUMINATED THE OTHER IS WOOD PAINTED)**
4. The amount and location of open space. Is open space adequate to preserve the character of the area and to reduce environment impacts? **THE TOTAL ACRES IS 10 ACRES. YES, THERE IS NO ENVIRONMENTAL IMPACT.**
5. Protective screening. Is screening adequate to protect the adjacent uses from any negative impacts of this use? **YES - SCREENING IS ADEQUATE BECAUSE ALL 10 ACRES ARE FENCED WITH LINK FENCE.**
6. Hours and manner of operation of the proposed use. Are they compatible with surrounding uses? **YES - HOURS ARE FRIDAY & SATURDAY 7:00 - 11:30 P.M.**
7. Outdoor lighting. **THERE IS ADEQUATE POLE LIGHTING OF THE ACREAGE SUPPLIED BY GEORGIA POWER.**
8. Ingress and egress to the property. Does it reduce negative impacts and/or does it enhance safety? **YES - THE PROPERTY HAS BEEN INSPECTED BY DOT AND WAS GIVEN A PERMIT TO EXPAND ENTRANCE TO ACREAGE THEREBY REDUCING NEGATIVE IMPACT AND ENHANCING SAFETY.**

1729 Liberty Expressway
Outdoor Magic Entertainment
6 acres





Special Approval Application

☐ City of Albany ☒ Dougherty County

Property Address: 1725-1729 LIBERTY EXPRESSWAY, ALBANY, GA 31705

Name of Property Owner(s): BUFORD JENKINS

Mailing Address: P.O. BOX 887

City: CAMILLA State: GA Zip Code: 31730 Telephone: 229.352.1473

Name of Applicant: BUFORD JENKINS

Mailing Address: P.O. BOX 887

City: CAMILLA State: GA Zip Code: 31730 Telephone: 229.352.1473

Current Use of Property: VACANT LOT / C-3

Property owner requests special approval to allow the following special use: _____

DRIVE-IN MOVIE WITH INFLATABLE SCREENS

The applicant is required to provide a site plan, an 8" X 11" copy of the site plan, and a letter of intent with each application. In the event the applicant is someone other than the current owner, the applicant must attach a letter of authorization signed by the current owner(s) of the property authorizing the filing of the application. This application must be filed by the 10th of the month to be considered for the meeting of the following month.

I hereby authorize the Planning, Development Services & Code Enforcement Department staff to inspect the premises of the above described property and to place a public notice sign on the premises as required by law. I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

Sworn to and subscribed before me this 27 day of October, 20 20.

Signature of Applicant: [Signature]

Notary Public: [Signature] My commission expires: June 7, 2024.

(Staff Use)

Posting fee: \$640.⁰⁰ Date paid: 10/27/2020 Receipt: 139239

PLANNING, DEVELOPMENT SERVICES & CODE ENFORCEMENT

P.O. Box 447 Albany, GA 31702 | Phone: 229.438.3901 | Fax: 229.438.3965 | www.albany.ga.us

Denise Clark
Notary Public
North County
STATE OF GEORGIA
Commission Expires
7th Day of June, 2024



VERIFICATION OF OWNERSHIP

Name of all owners: Buford Jenkins

Address: 1725 - 1729 LIBERTY EXPRESSWAY

City/State/Zip Code: ALBANY / GA / 31705

Telephone Number: 229.352.1473

Property Location (give description if no address): _____

1725 - 1729 LIBERTY EXPRESS WAY
ALBANY, GA 31705

I am the owner of the property listed above, which is the subject matter of the attached application, as shown in the records of the City of Albany, or Dougherty County.

Buford Jenkins _____
 Owner Signature (all owners must sign) Owner Signature (all owners must sign)

Personally appeared before me Denise Clark, who
 has stated that the information on this form is true and correct.

Denise Clark _____
 Notary Public Date Oct. 27, 2020

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the attached application.

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

PLANNING & DEVELOPMENT SERVICES



**APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS**
(Required by Title 36, Chapter 67A, Official Code of
Georgia Annotated)

The applicant filed on this date: OCTOBER 27, 2020 to apply for a rezoning approval affecting described property as follows:

1725 - 1729 LIBERTY EXPRESSWAY, ALBANY, GA 31705

Yes No



Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

N/A

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 27 day of October, 2020.

[Signature]
Signature of Applicant

[Signature]
Notary Public

Commission expires: June 7, 2020

Denise Clark
Notary Public
Worth County
STATE OF GEORGIA
Commission Expires
7th Day of June, 2024



**APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS**
(Required by Title 36, Chapter 67A, Official Code of
Georgia Annotated)

The applicant filed on this date: OCTOBER 27, 2020, to apply for a rezoning approval affecting described property as follows:

1725-1729 LIBERTY EXPRESSWAY, ALBANY, GA 31705

Yes No

☐ ☒ Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

N/A

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 27 day of October, 2020.

Lamara Knighton
Signature of Applicant

Denise Clark
Notary Public

Commission expires: June 7, 2024

Denise Clark
Notary Public
Worth County
STATE OF GEORGIA
Commission Expires
7th Day of June, 2024



MEMORANDUM

Date: December 4, 2020
To: The Board of County Commissioners
From: Albany Dougherty Planning Commission
Subject: Proposed Text Amendment

At the November 16, 2020, Regular Meeting of the Board of County Commissioners, the County Commission authorized the Planning Commission and staff to provide a **Proposed Text Amendment to Title II, Article 2, Section 2.01 6 (a-n): Community Residence Requirements** of the Zoning Ordinance establishing regulations for the unincorporated County, including proposed amendments to **Title I, Article 5: Definitions** and to **Table II.2.01 Permitted Uses** subject to proposed **Section 2.01 6 (a-n)**.

Billy Merritt offered a motion to recommend approval for the proposed Text Amendment; seconded by Jimmy Hall; the motion carried 6-0 with the following votes:

William Geer	Tie or Quorum
Billy Merritt	Yes
Art Brown	Yes
Jimmy Hall	Yes
Sanford Hillsman	Absent
Yvonne Jackson	Absent
Aaron Johnson	Yes
Charles Ochie	Yes
Helen Young	Yes
Dominique Riggins	Absent

**A RESOLUTION
ENTITLED**

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF MEMBERS TO POSTS 2 AND 3 OF THE DOUGHERTY COUNTY BOARD OF TAX ASSESSORS FOR A TERM BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2023; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, terms of office on the Dougherty County Board of Tax Assessors as to Posts 2 and 3 will terminate on December 31, 2020; and

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is desirous of making appointments to Posts 2 and 3 for terms beginning January 1, 2021 and ending December 31, 2023.

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 Board of Commissioners of Dougherty County, Georgia herein appoints Je’Nita Lane to Post 2 of the Dougherty County Board of Tax Assessors for a term beginning January 1, 2021 and ending December 31, 2023.

SECTION II The Board of Commissioners of Dougherty County, Georgia herein appoints Larry Thomas to Post 3 of the Dougherty County Board of Tax Assessors for a term beginning January 1, 2021 and ending December 31, 2023.

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

This the 7th day of December, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

**A RESOLUTION
ENTITLED**

A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2012 DODGE CHARGER (VIN NO. 2C3CDXAT8CH287725) AND A 2015 DODGE CHARGER (VIN NO. 2C3DXAT4FH863511) AND HAVE SAID SURPLUSED SALVAGED VEHICLES DISPOSED OF THROUGH UNDERWRITERS SAFETY AND CLAIMS, DOUGHERTY COUNTY'S THIRD PARTY ADMINISTRATOR; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, Dougherty County, Georgia is desirous of declaring as surplus a salvaged 2012 Dodge Charger (VIN NO. 2C3CDXAT8CH287725) and a 2015 Dodge Charger (VIN No. 2C3DXAT4FH863511) and having said vehicles disposed of as surplused salvaged vehicles through Underwriters Safety and Claims, Dougherty County's Third Party Administrator.

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

SECTION I Dougherty County's salvaged 2012 Dodge Charger (VIN NO. 2C3CDXAT8CH287725) and a 2015 Dodge Charger (VIN No. 2C3DXAT4FH863511) are hereby declared as surplus property and the County Administrator is hereby authorized to both dispose of said vehicles through Underwriters Safety and Claims, Dougherty County's Third Party Administrator, and to execute Form T-19 permitting U S & C through their salvaged contractor, Insurance Auto Auction, to dispose of said surplus property.

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

This the 14th day of December, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

Requested Surplus and Disposal to Underwriters Safety and Claims

Police Department		
Description	VIN Number	Condition
2012 Dodge Charger	2C3CDXAT8CH287725	Non-salvageable
2015 Dodge Charger	2C3DXAT4FH863511	Non-salvageable

AGE FRIENDLY REGION DESIGNATION RESOLUTION

WHEREAS, the health and safety of residents of all ages is of highest concern to the cities and counties in Region 10; and

WHEREAS, Region 10 is comprised of 14 Counties and 43 cities with an estimated population of 350,000, and

WHEREAS, as the Region 10 population ages and people stay healthy and active longer, communities must adapt; and

WHEREAS, planning processes including housing, transportation, community revitalization and economic development plans should include the needs of all people regardless of age, income, physical ability, race, and other factors of older adults; and

WHEREAS, community decisions on land-use, housing, and transportation should be consistent with comprehensive plans that have been developed with public input; and

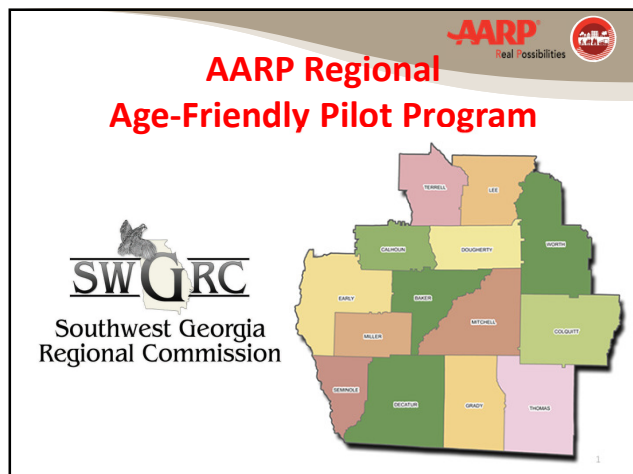
WHEREAS, the cities and counties in Region 10 are committed to giving their older residents the opportunity to live rewarding, productive and safe lives;

NOW, THEREFORE, BE IT RESOLVED that in order to ensure Region 10 is a well- designed, livable region that promotes health and sustained economic growth for residents of all ages, the counties and jurisdictions within support the planning process and agree to participate in the application process to be designated an “Age Friendly Region”.

Adopted this the 14th day of December, 2020.

Christopher S. Cohilas, Chairman

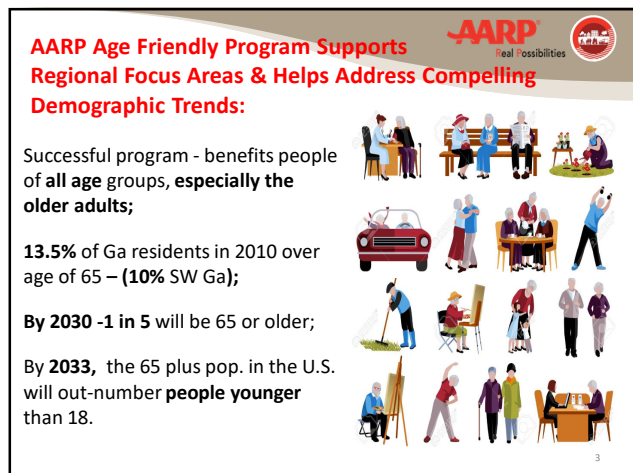
County Clerk



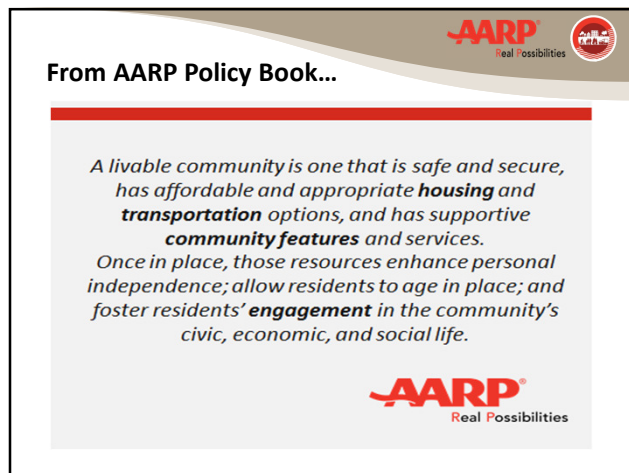
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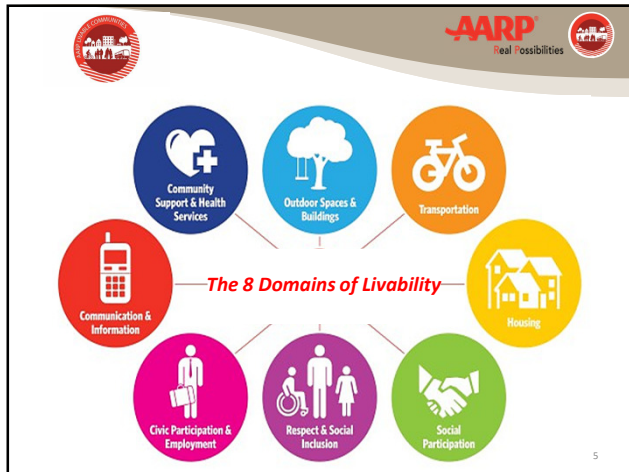
2



3



4



5

Alignment of SWGRC Mission/ Work Plan with Age-Friendly Program

Mission
*To serve our local governments by providing collaborative, progressive leadership and professional, technical services, to determine the needs of the region and improve the **livability** of **communities** for the citizens of the region.*

Focus Areas

- ✓ Housing
- ✓ Transportation
- ✓ Community Facilities
- ✓ Intergovernmental Coordination
- ✓ Economic Development
- ✓ Land Use
- ✓ Natural and Cultural Resources

6

ROLE of SWGRC During the PILOT

- Provide 14 counties and 43 municipalities recommendations and varying types of technical assistance
- Support local jurisdictions by responding to their needs and help with accomplishing goals
- SWGRC Executive Committee to serve as Advisory Board for new Age-Friendly Regional Community
- Council Committees to report and celebrate existing work in Age-Friendly Priority Areas




7

ROLE of AARP GA During the Pilot

- Provide various types of technical/policy assistance and support
- Deliver resources including online tool kits and publications as well as provide training opportunities
- Identify opportunities for partnerships with AARP and other communities
- Furnish volunteer engagement as needed

8

PILOT IMPLEMENTATION STRATEGY






1. SWGRC Regional Council to approve AARP GA proposal;
2. SWGRC to identify elected official serving on Regional Council to submit Letter of Intent;
3. SWGRC to submit Membership Application with Letter of Intent;
4. SWGRC Executive Director to serve as Age-Friendly liaison with AARP.

9

AARP's Network of Age-Friendly Communities in Georgia

9 Communities- Cover Over 1,000,000 of the State's Population



- **Atlanta** - Joined 2014
- **Augusta** - Joined 2014
- **Macon-Bibb** – **Joined 2012 (first in nation)**
- **Norcross** – Joined 2018
- **Tucker** – Joined 2018
- **Athens- Clarke** – Joined 2019
- **East Point** – Joined 2019
- **Jones County, Georgia** –Joined 2020
- **Decatur, Georgia** – joined 2020


National Membership - 488 Communities, 6 States/1 Territory – About 100 Million Residents

10

Overall Benefits of Statewide/Community Membership:

Global Network Member - Committed to providing older residents the opportunity to **live rewarding, productive and safe lives.**

- **Public recognition** to become and remain age-friendly;
- **Promotion** through AARP's media channels;
- **Access** to key information about Network Members, best practices, events, and new initiatives;
- **Access** to a **global network** of participating municipalities and to technical advice from experts at AARP;
- **Opportunities** for partnership;
- **Learning** collaborations, mentoring and peer networking;
- **Potential increase** in collaborations regarding employment and volunteer contributions by older residents;
- **Promotion** of sustainable economic development that saves money at the local, regional, and state level.

AARP Real Possibilities 

11

THANK YOU!



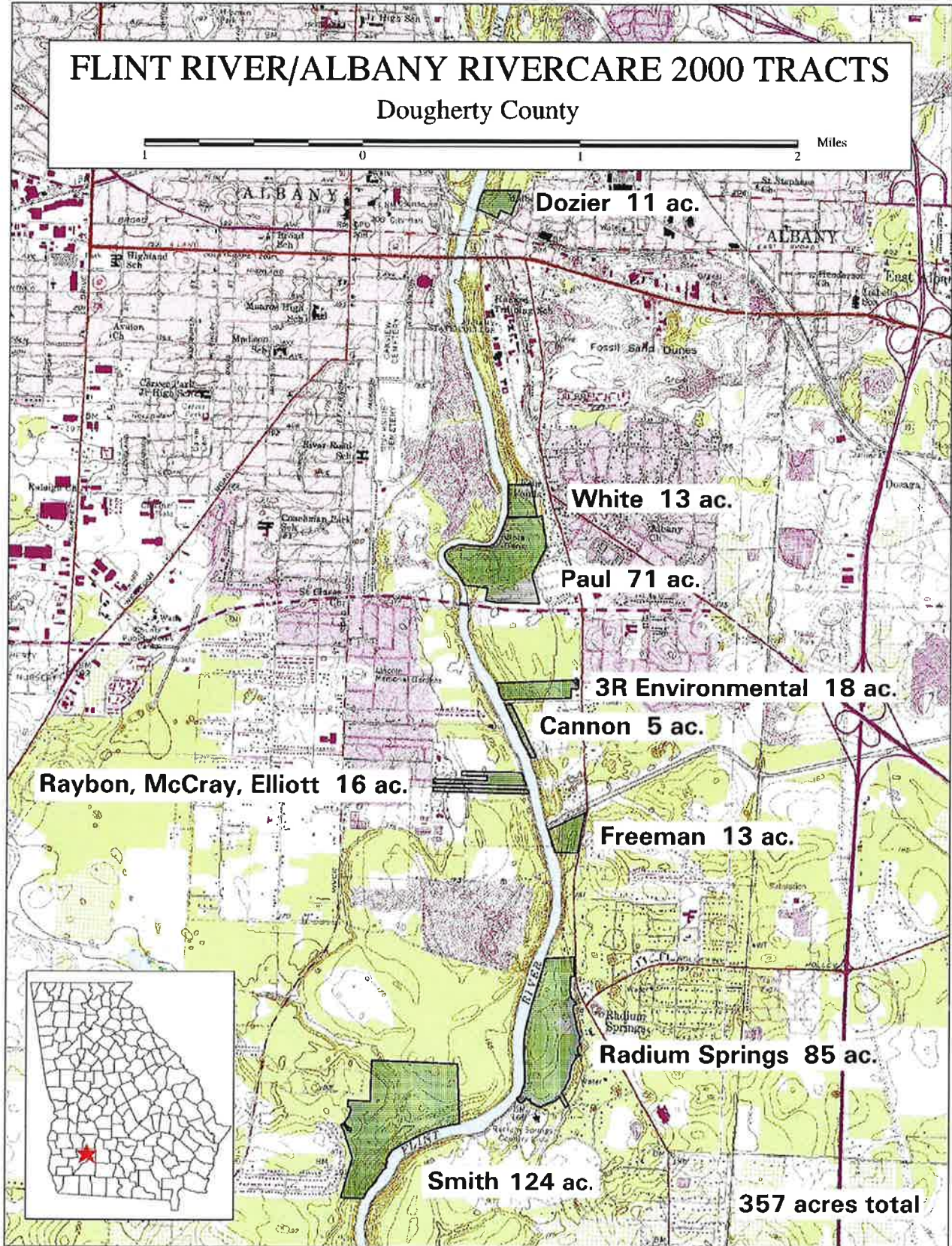




AARP Georgia Livable Communities Team

Myrtle S. Habersham, Age-Friendly Ambassador
 Alice Bennett, Associate State Director, Community Outreach
 Kay Sibetta, Associate State Director, Community Outreach

12



**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF NATURAL RESOURCES
AND DOUGHERTY COUNTY, GEORGIA
(USE AGREEMENT)**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), made this _____ day of _____ 2020, (the date to be inserted by the last party to execute) by and between the **GEORGIA DEPARTMENT OF NATURAL RESOURCES**, an agency of the State of Georgia (hereinafter referred to as the "Department"), and **DOUGHERTY COUNTY**, a political subdivision of the State of Georgia, whose address is Board of Commissioners of Dougherty County, Georgia, 222 Pine Avenue, Albany, GA 31702-5301, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the State of Georgia holds title to and the Department is the custodian of that certain real property located in Dougherty County, Georgia, consisting of approximately 11 individual tracts that total 357 acres, more or less, together with all the improvements, tenements and appurtenances thereunto belonging or in any wise appertaining thereto, including the right of ingress and egress thereto and therefrom at all times and any improvements and other properties located thereon and used in connection therewith, as more particularly shown on Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", and "O" attached hereto and incorporated herein by this reference (hereinafter "Premises"); and and

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the Department and the County may contract for any period not exceeding 50 years with each other for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the County desires additional open land to improve water quality and to expand their water education functions, historic preservation, wildlife conservation, and public interpretation and education about the values and vulnerabilities of the Flint River and passive recreation, which is defined here as recreation in the form of boating, hiking, primitive camping, fishing, running, jogging, biking, walking, skating, birding, observing or photographing nature, picnicking, playing non-organized sports, or engaging in free play; and

WHEREAS, the encouragement and facilitation of recreational opportunities is within the purview of the powers of the Department and the public policy of the State of Georgia as stated in O.C.G.A. § 12-3-5; and

WHEREAS, the County is empowered to provide recreational opportunities for their citizens and the public in general as stated in O.C.G.A. §36-64-2 and 36-64-3; and

NOW, THEREFORE, for and in consideration of the mutual public benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.
PREMISES

For and in consideration of the terms and conditions hereinafter set forth, and except as otherwise provided herein, the Department does grant to the County and the County does hereby accept exclusive possession of and permission to use the Premises.

2.
USE OF THE PREMISES

The County agrees that the Premises shall not be used for any illegal or unauthorized purpose. The County shall have use of the Premises for the purposes of providing additional open space to improve water quality and to expand its water education functions, historic preservation, wildlife conservation, and public interpretation and education about the values and vulnerabilities of the Flint River and to accommodate passive recreation, which is defined here as recreation in the form of boating, hiking, primitive camping, fishing, running, jogging, biking, walking, skating, birding, observing or photographing nature, picnicking, playing non-organized sports, or engaging in free play.

3.
CONSIDERATION

3.1 For and as partial consideration for the use of the Premises, the County agrees to keep each and every term and condition of this Agreement required to be kept by the County.

3.2 For and in partial consideration for the use of the Premises, the County agrees to provide for, at no cost to the Department, the construction of all improvements and renovations necessary for the Premises to be used for the purposes expressed herein.

3.3 For and in partial consideration for the use of the Premises, the County agrees to equip and operate the Premises at no cost to the Department.

4.
TERM

This Agreement shall be for a term of Fifty (50) years beginning on the date the right of use is conveyed to the County and ending at 11:59 P.M., prevailing legal time in Atlanta, Georgia, on the day immediately preceding the Fifty (50th) anniversary of the effective date hereof, unless sooner terminated as hereinafter provided. The right of the use of the Premises is herein granted to the County effective upon the execution of this Agreement.

5.
LIABILITY AND INSURANCE

5.1 General Liability Agreement: The County shall be jointly and severally responsible to the Department from the date this Agreement becomes effective or on the date the County takes possession of the Premises, whichever shall be earlier, for all injury to persons or damage of any kind to property, real or personal, resulting from any negligent act or omission or breach, failure or other default regarding the use of the Premises by the County, or any of its subtenants, its contractors, its agents, employees or others working at the direction of the County or on the County's behalf to the extent that Department suffers any loss therefrom.

5.2 Insurance Requirements

5.2.1 Insurance Certificates. The County shall, prior to taking possession, procure the insurance coverages identified below through commercial insurance or approved self-insurance at the County's own expense and shall furnish the Department an insurance certificate listing the Department as the certificate holder. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Department as certificate holder
- (i) Signature of authorized agent
- (j) Telephone number of authorized agent
- (k) Mandatory forty-five (45) days notice of cancellation/non-renewal (See 5.2.2(a) below).

5.2.2 Policy Provisions. Each of the insurance coverages required below, procured through commercial insurance, (i) shall be issued by a company licensed

by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of “A” or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

(a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until forty-five (45) days after the Department has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this contract shall have been received, accepted, and acknowledged by the Department.

(b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives (“Separation of Insureds”).

(c) Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend Department, State of Georgia, their employees and officers remains in full force and effect and is not waived by any policy of insurance. The Attorney General of Georgia shall represent and defend the Department, State of Georgia, their employees and officers. In the event of litigation, any settlement on behalf of the Department, State of Georgia, their employees and officers must be expressly approved by the Attorney General. The County and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Department, State of Georgia, their employees and officers, in which case there will be mutual cooperation between the Attorney General and such counsel.

(d) Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed Ten Thousand Dollars (\$10,000.00).

5.2.3 Insurance Coverages. The County agrees to purchase through commercial insurance or approved self-insurance and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A § 50-21-37 have been procured by the County. The minimum required coverages and liability limits are as follows:

(a) Workers’ Compensation. The County agrees to provide Workers’ Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group-insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers’ Compensation stating that the County qualifies to pay its own workers’

compensation claims. The County shall require all subtenants or contractors using the property or performing work under this agreement to obtain an insurance certificate showing proof of Workers' Compensation.

(b) Employers' Liability Insurance. The County shall also maintain Employers Liability Insurance Coverage with limits of at least \$1,000,000 per occurrence. The County shall require all subtenants or contractors performing work under this agreement to obtain an insurance certificate showing proof of Employers' Liability Insurance Coverage.

(c) Commercial General Liability Insurance. The County shall provide Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent), which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, personal injury liability, fire coverage and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

	Coverage	Limit
1.	Premises and Operations	\$1,000,000 per occurrence
2.	Personal injury	\$1,000,000 per occurrence
3.	General Aggregate	\$2,000,000 per policy
4.	Contractual	\$1,000,000 per occurrence

Additional Requirements for Commercial General Liability Insurance:

The policy or policies must be on an "occurrence" basis.

(e) Insurance on Premises: The County shall at all times have in place insurance coverage covering improvements and fixed equipment against "all risks" including, but not limited to, loss or damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft, watercraft, vehicles, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, earthquake, flood, falling objects, water damage, theft or collapse. Such insurance shall name the Department and the County as insureds as their interests may appear.

5.2.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the end of the Term of this Agreement, as such Term may be renewed, modified or extended, or the County shall have vacated the Premises, whichever is the later.

5.2.5 Failure of Insurers. The County is responsible for any delay resulting from the failure of its insurance carriers or self-insurance program to furnish proof of proper coverage in the prescribed form, or for the insolvency or financial failure of such insurance carriers or self-insurance program.

6.
UTILITIES

At no cost to the Department, the County shall cause to be furnished and shall pay for all utilities including but not limited to water, gas, light, power, sanitation (sewage or otherwise), garbage pickup and disposal, telephone and other utilities or services required for the County's use of the Premises.

7.
WARRANTY AND REPRESENTATION

The County hereby acknowledges that the Department is making no representation or warranty whatsoever as to the title, the condition of or any other matter relating to the Premises. The County will accept the Premises "as is" "where is" and acknowledge that the Premises are suited for the uses intended by the County or may be made so by the County at no cost to the Department. Notwithstanding this waiver contained in this Section, the County does not waive any beneficial rights arising out of, or from, construction or design defects.

8.
INSPECTION, MAINTENANCE AND OPERATION

8.1 The County shall keep the Premises in good order and repair and shall be responsible for all repairs, maintenance and replacement, interior and exterior, structural and nonstructural, ordinary and extraordinary and foreseen and unforeseen, to the Premises. All costs and expenses necessary for the repair, maintenance and operation of the Premises shall be the sole responsibility of the County. Upon termination of this Agreement, the Premises shall be returned to the Department in as good or better condition as when the County took possession, natural wear and tear only excepted.

8.2 At no cost to the Department, the County shall put, keep and maintain, at its sole cost and expense, all interior and exterior portions of Premises, including but not limited to any sidewalks, bridges, parking areas and passageways adjoining the same in a clean and orderly condition.

8.3 If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Agreement shall terminate as of the date of such destruction. Damage to the Premises, or any part thereof, other than total destruction shall in no way relieve the County from their duties and obligations herein made and agreed to be kept by the County except to the extent those obligations are made impossible to perform, nor shall it otherwise relieve the County of the provisions of this Agreement. The County's obligation to maintain the Premises shall survive

the termination of this Agreement for those expenses or repairs incurred during the term of the County's occupancy.

9.

ASSIGNMENT AND SUBLETTING

9.1 The County may sublease portions of the Premises to others provided such sub-lessee's operation is a part of the general operation of the County under this Agreement and under the supervision and control of the County and provided such operation is within the purposes for which the Premises shall be used. Except as provided in the preceding sentence, the County shall not, without the prior written consent of the Department, assign this Agreement or any interest hereunder, or sublet the Premises or any part thereof. No assignment or sublease which the County enters into with respect to this Agreement shall in any way relieve the County of any responsibility, obligation or liability under this Agreement.

9.2 The Department may, without the consent of the County, transfer or assign this Agreement or any of Department's rights or duties hereunder to another agency, department or authority of the State of Georgia. Except as set forth above, no other assignment may be made by the Department without the prior written consent of the County.

10.

TERMINATION

10.1 Any party may terminate this Agreement with forty-five (45) days written notice to the other, if the other party defaults by failing to perform any of its obligations or duties hereunder and such default remains continuing thirty (30) days after such notice. If this Agreement is terminated by the Department pursuant to this provision, the County shall be deemed to have abandoned and surrendered the Premises, and the Department may, without legal process, enter upon and take immediate possession and control of the Premises to the complete exclusion of the County. The failure of a party to exercise such rights after one or more defaults shall not be a waiver of the rights of the party upon any subsequent default.

10.2 Any party may terminate this Agreement for convenience with three hundred sixty-five (365) days written notice to the other.

11.

NOTICES

Notices, requests, demands and other communications provided for hereunder shall be in writing or sent by facsimile transmission to the facsimile number indicated below (which shall be followed by an immediate telephone call to confirm delivery); mailed by first class United States certified mail, return receipt request; delivered by overnight carrier (such as, but not limited to, UPS, Federal

Express or DHL); or personally delivered to the applicable party at the addresses indicated:

In Case of the County, to:

County Administrator,
Dougherty County, Georgia
Post Office Box 1827
Albany, Georgia 31702

In case of Department, to:

Commissioner
Department of Natural Resources
2 Martin Luther King, Jr. Dr. SE
Suite 1252, East Tower
Atlanta, Georgia 30334
Facsimile: (404) 656-0770
Confirmation: (404) 656-3500

Or at such other address, facsimile or telephone number as time to time is designated by party receiving the notice.

12.

GENERAL PROVISIONS OF THIS AGREEMENT

12.1 The brief headings or titles preceding each section herein are merely for the purpose of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.

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

12.3 Each of the provisions of this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of the Department and the County and to the successors and assigns of the Department and the County authorized under this Agreement. Each of the provisions of this Agreement shall be deemed and treated as real covenants running with the land during the term of this Agreement.

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

12.5 All rights, powers and privileges conferred by this Agreement upon the Department and the County shall be cumulative, and not restrictive, of those given by law.

12.6 Excepting only causes beyond the County's control and for causes and at times permitted hereunder, the County shall not abandon or vacate the Premises during the term of this Agreement. If the County abandons or vacates the Premises for a continuous period of 180 days or more, the County shall be in default of this Agreement.

12.7 The County shall vacate the Premises promptly upon the termination of this Agreement. Any holding over or continued use or occupancy of the Premises by the County after termination of this Agreement without express written consent of the Department shall not constitute a Tenancy-At-Will in the County, but the County shall be a Tenant-At-Sufferance and may be required to vacate the Premises immediately without notice.

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

12.9 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 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.

12.10 In the enjoyment of the use herein granted by the Department to the County and of the rights and privileges incident thereto, the 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, and all applicable local codes, ordinances, rules and regulations. The County shall not in their use and occupancy of the Premises discriminate on the basis of race, gender, color, national origin, religion, age or disability. This provision may be enforced by termination of the Agreement, by injunction, and by any other remedy available at law to the Department.

12.11 No estate in land shall pass out of the Department by virtue of this Agreement.

12.12 Each party hereby certifies that it has complied with, and will continue to comply with during the term of this Agreement, the applicable provisions of the

Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 *et seq.*, and any applicable provisions of the rules of the Georgia Department of Labor, Rule 300-10-1-.01 *et seq.*, implementing the Act.

12.13 The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20 *et seq.* in any respect.

12.14 The parties represent that they have the right, power and authority to enter into this Agreement and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this Agreement.

13.

MODIFICATIONS AND AMENDMENTS

No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the Department and the County.

14.

IMPROVEMENTS AND GRANTS

14.1 Upon commencing use of the Premises, the County may install and operate, at no cost to the Department, in and on the Premises such additional fixtures, trade fixtures, equipment, machinery and appliances as the County shall consider necessary for the permitted purposes hereof; provided that the County complies with all laws, rules and regulations regarding the installation and operation thereof. Except as may otherwise be provided in this Agreement; the County may remove any of their personal property from the Premises without the prior consent of the Department. Upon the expiration or earlier termination of this Agreement, the County shall have one hundred and twenty (120) days within which to remove the County's personal property from the Premises. The County shall repair any damage to the Premises caused by the installation or removal, at any time, of personal property. Any equipment or personal property of the County remaining on the Premises beyond such one hundred twenty (120) day period after the expiration or early termination of the Agreement shall be deemed the property of the Department and may be retained or disposed of by the Department at the Department's discretion without accounting to the County for the proceeds of any sale thereof. The County acknowledges that all equipment and personal property located at or on the Premises will be at the County's risk and the Department shall not be liable for any damage thereto or loss thereof.

14.2 All buildings and other items placed upon the property by the County that are customarily considered to be real property shall remain upon the property at the expiration or earlier termination of the Agreement and the ownership of such

buildings and items shall be vested in the State at the time that the building or item is placed upon the property.

14.3 The County agrees to provide for the construction, at no cost to the Department, of any improvements necessary for the Premises to be used for the purposes expressed herein. Other than installing equipment and other personal property as set forth in Section 14.1, the County agrees that no improvements to the Premises, whether new construction, modification, alteration or renovation, either interior or exterior in nature, shall be commenced until plans and specifications for the improvements have been reviewed and approved in writing by the Department and any necessary building permits have been obtained by the County.

14.4 The Department understands that the County may seek various grants in connection with its use of the Premises pursuant to this Agreement, and the Department agrees to cooperate fully with such efforts including, without limitation, execution of any necessary documents showing the County's and the City's right of use of the Premises to obtain such grants.

15.

RIGHT TO INSPECT AND USE PREMISES

The Department reserves the right and the County agrees to permit representatives of the Department to enter the Premises at all reasonable times for the purposes of inspecting the Premises and determining compliance with this Agreement.

IN WITNESS WHEREOF, the Department and the County, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

(SIGNATURES CONTINUED ON NEXT PAGE)

SIGNED, SEALED AND
DELIVERED in the
presence of:

**DEPARTMENT OF NATURAL
RESOURCES**

By: _____
Mark Williams
Commissioner

Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

SIGNED, SEALED AND
DELIVERED in the
presence of:

**BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA**

By: _____
Christopher S. Cohilas
Chairman

Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

Exhibit A
Map of the Property

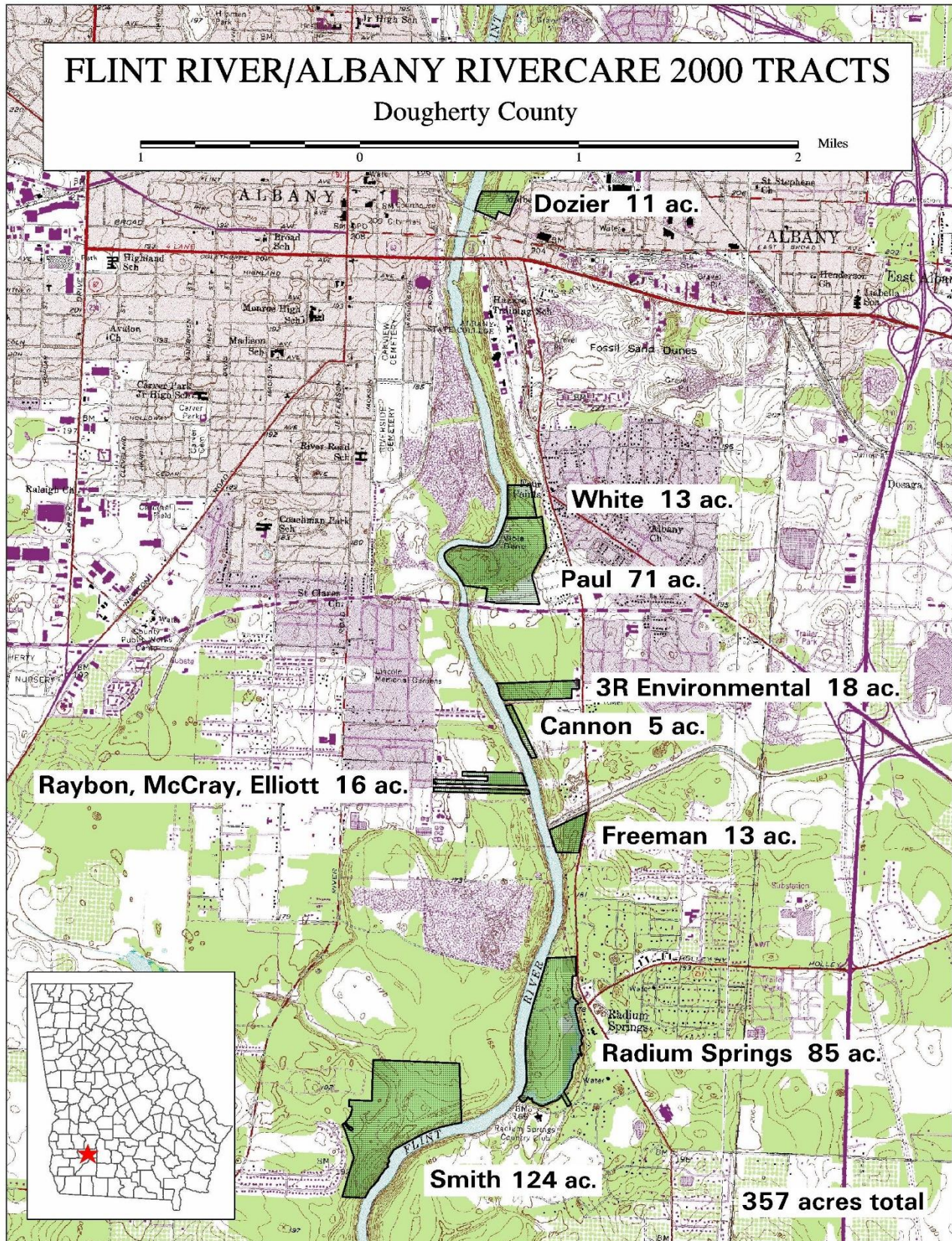


Exhibit B Dozier Tract

BOOK 2165 PAGE 325

All that tract or parcel of land containing approximately 11.26 acres, situate, lying and being in Land Lot 268, First Land District, Dougherty County, Georgia, as shown on a March 24, 2000, revised August 11, 2000, plat of survey prepared for the Department of Natural Resources by Royal Surveyors, Inc., more particularly M. Rhett Royal, Georgia Registered Land Surveyor No. 2156, a copy of which is recorded in Plat Cabinet 1, Slide 2684, in the Office of the Clerk of Superior Court, Dougherty County, Georgia, and incorporated herein and made a part hereof by this express reference thereto, said property being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at U.S.G.S. Monument, Reference Mark Darrow A Reset P.I.D. - B.T. 2238, N:568706.99, E:2312387.99, Grid Coordinates, Georgia West Zone, NAD83, travel thence North 59° 36' 38" West a distance of 10,384.14' to a Georgia Department of Natural Resources monument, the Point of Beginning; thence travel North 66° 41' 38" West a distance of 525.46' to a point where a DNR monument is set at the top of river bank; thence travel North 16° 46' 43" East a distance of 272.17' to a point along the Flint River water line as of March 24, 2000; thence travel North 19° 11' 35" East a distance of 131.81' to a point; thence travel North 24° 03' 59" East a distance of 70.79' to a DNR monument set; thence travel North 89° 26' 32" East a distance of 891.51' to a DNR monument set; thence travel South 19° 42' 18" West a distance of 634.49' to a point where a DNR monument has been set; thence travel North 67° 46' 55" West a distance of 286.69' to a point where a DNR monument has been set; thence travel South 19° 52' 21" West a distance of 195.00' to a DNR monument, THE POINT OF BEGINNING.

LAW OFFICES
ADNER, WILLIS,
& GOLDSMITH, LLP
1 WESTGATE DRIVE
DRAWER 71708
BANY, GEORGIA
31709-1708
(912) 863-2441

10-347.001/503-46

12-20-00

609600

Exhibit C White Tract

BOOK 2110 PAGE 110

All that tract of land containing 13.32 acres, situate, lying and being in Land Lot 266, First Land District, Dougherty County, Georgia, as shown on a March 24, 2000 plat of survey prepared for the Department of Natural Resources by Royal Surveyors, Inc., more particularly M. Rhett Royal, Georgia Registered Land Surveyor No. 2156, a copy of which is recorded in Plat Cabinet 1, Slide C-61-F, in the Office of the Clerk of Superior Court, Dougherty County, Georgia, and incorporated herein and made a part hereof by this express reference thereto, said property being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the U.S.G.S. Monument located on Mitchell Avenue, Reference Mark Darrow A Reset P.I.D. - B.T. 2238, N:568706.99, E:2312387.99, Grid Coordinates, Georgia West Zone, NAD83, travel thence South $81^{\circ} 54' 49''$ West a distance of 8,015.28' to a monument, the Point of Beginning; thence travel South $13^{\circ} 51' 57''$ East a distance of 798.57' to a monument; thence travel South $71^{\circ} 18' 44''$ West a distance of 813.45' to a DNR monument set at top of river bank; thence travel South $71^{\circ} 18' 44''$ West a distance of 22.03' to a point; thence travel along the Flint River North $14^{\circ} 59' 08''$ East a distance of 324.66' to a point; thence travel North $03^{\circ} 19' 27''$ West a distance of 694.90' along the Flint River to a point; thence travel North $86^{\circ} 20' 04''$ East a distance of 41.25' to a DNR monument set at top of river bank; thence travel North $86^{\circ} 20' 04''$ East a distance of 516.30' to the Point of Beginning.

RECORDED DATE: 7-13-2000
IMANELL GABLE, CLERK
DOUGHERTY COUNTY, GEORGIA

22-145.003/503-47

009600

Exhibit D Paul Tract

BOOK 2110 PAGE 107

File Number: 06102000-Gardner

All that tract or parcel of land containing 71.444 acres, situate, lying and being in part of Land Lot 266, First Land District, City of Albany, Dougherty County, Georgia, as shown on a certain plat prepared for the State of Georgia, Department of Natural Resources, entitled "Flint River Educational Park/Paul Tract", dated April 6, 2000, prepared by J. B. Faircloth & Associates, P.C., J. B. Faircloth, Registered Land Surveyor No. 2120, which shall be recorded in Plat Cabinet 1, Slide C636, Dougherty County Public Records, and being more particularly described as follows:

BEGINNING at the location where Land Lot Line 266 intersects the Northern boundary of Oakridge Drive (260' right-of-way), said point being U.S.G.S. Monument, Grid Coordinates, North, NAD 83 Georgia West Zone, N:564713.7605 and E: 2303771.7444; travel thence North 85° 37' 18" West a distance of 243.00' to a point; travel thence North 04° 22' 42" East a distance of 300.00' to a DNR monument set; travel thence North 85° 37' 18" West a distance of 571.56' to a point; thence travel North 22° 48' 57" West a distance of 46.02' to a point; thence travel North 31° 27' 13" West a distance of 246.63' to a point along the low water mark as of April 6, 2000; thence travel North 39° 56' 13" West a distance of 103.45' to a point; thence travel North 48° 59' 03" West a distance of 277.39' to a point; thence travel North 30° 45' 06" West a distance of 157.67' to a point; thence travel North 00° 06' 43" East a distance of 95.90' to a point; thence travel North 35° 14' 58" East a distance of 116.07' to a point; travel thence North 58° 01' 04" East a distance of 133.10' to a point; thence travel North 80° 17' 45" East a distance of 83.45' to a point; thence travel North 59° 38' 35" East a distance of 94.04' to a point; thence travel South 88° 36' 03" East a distance of 574.87' to a point; thence travel North 81° 13' 35" East a distance of 127.45' to a point; thence travel North 71° 32' 18" East a distance of 77.78' to a point; thence travel North 57° 21' 55" East a distance of 56.73' to a point; thence travel North 33° 45' 58" East a distance of 139.12' to a point; thence travel North 24° 34' 42" East a distance of 174.28' to a point; thence travel North 17° 30' 44" East a distance of 156.53' to a point; thence travel North 71° 18' 44" East a distance of 813.43' to a DNR monument found; thence travel North 71° 18' 44" East a distance of 108.51' to a DNR monument set, which is located on the West boundary of Barbre Lane (50' right-of-way); travel thence around the curve on the Western boundary of Barbre Lane, said curve having a bearing of South 02° 52' 25" East a distance of 23.63', said curve having a length of 23.85' and a radius of 50'; thence travel South 10° 47' 00" East a distance of 254.49' to a point; thence travel around a curve having a chord of South 14° 43' 56" East a distance of 56.70', a length of 56.75', and a radius of 411.67' to a point; thence travel South 18° 40' 52" East a distance of 49.74' to a point; thence travel along a curve having a chord bearing of South 13° 31' 59" East a distance of 64.68', said curve having a length of 64.76' and a radius of 360.39' to a point; thence travel South 08° 22' 06" East a distance of 275.74' to a point; thence travel along a chord having a bearing of South 08° 34' 35" West a distance of 87.33', a length of 88.61' and a radius of 149.67' to a point; thence travel South 25° 32' 16" West a distance of 594.31' along the Western boundary of said Barbre Lane (40' right-of-way); thence travel along a curve having a chord bearing of South 03° 31' 25" West a distance of 162.36', a length of 166.43' and a radius of 216.58' to a point; thence travel South 18° 29' 27" East a distance of 642.88' to a point where a DNR monument is set; thence travel South 88° 35' 36" West a distance of 1057.45' to the Point of Beginning.

LAW OFFICES
GARDNER, WILLIS,
WEAT & GOLDSMITH, LLP
2405 WESTGATE DRIVE
P.O. DRAWER 71708
ALBANY, GEORGIA
31706-1780
(912) 863-2441

PAUL, LEG/501-49

RECORDED DATE: 7-13-2000
IMANELL GABLE, CLERK
DOUGHERTY COUNTY, GEORGIA

006606

Exhibit E 3R Environmental Tract A

BOOK 2138 PAGE 093

Tract A:

To find the Point of Beginning, commence at USGS Monument, Reference BV 088 204, N:562933.987, E:2305824.166, Grigg Coordinates, Georgia West Zone, NAD 83, where a DNR monument has been set, the Point of Beginning; thence travel South 01° 14' 14" East a distance of 200.00' to a point along the Western boundary of Radium Springs Road (86' right-of-way) where a DNR monument has been set; thence travel South 84° 59' 18" West a distance of 167.00' to a point where a DNR monument has been set; thence travel South 01° 14' 14" East a distance of 225.00' to a point where a DNR monument has been set; thence travel South 84° 59' 12" West a distance of 1,630.68' to a point along the bank of the Flint River as of May 8, 2000, where a DNR monument has been set; thence travel North 04° 27' 06" West a distance of 2,723' to a point; thence travel North 38° 41' 06" West a distance of 111.41' to a point; thence travel North 29° 39' 26" West a distance of 85.28' to a point; thence travel North 06° 48' 08" West a distance of 132.14' to a point; thence travel North 35° 46' 00" West a distance of 110.06' to a point where a DNR monument has been set; thence travel North 84° 59' 18" East a distance of 1,983.13' to a point located on the Western boundary of Radium Springs Road where a DNR monument has been set, the Point of Beginning. Said tract is described as Tract A and contains 17.565 acres.

RECORDED
DATE:

10-2-00



, CLERK

LAW OFFICES
GARDNER, WILLIS,
SWEAT & GOLDSMITH, LLP
2408 WESTGATE DRIVE
P.O. DRAWER 71788
ALBANY, GEORGIA
31708-1788
(912) 883-2441

10-201.003/503-55

009552

"Said property is more particularly shown on a Plat recorded in Plat Cabinet 1, Slide C65G in the office of the Clerk of Superior Court of Dougherty County, Georgia and incorporated herein and made a part hereof."

Exhibit F 3R Environmental Tract B

BOOK 2137 PAGE 349

To find the Point of Beginning, commence at USGS Monument, Reference BV 088 204, N:562933.987, E:2305824.166, Grigg Coordinates, Georgia West Zone, NAD 83, where a DNR monument has been set, the Point of Beginning; thence travel South 01° 14' 14" East a distance of 200.00' to a point along the Western boundary of Radium Springs Road (86' right-of-way) where a DNR monument has been set; thence travel South 84° 59' 18" West a distance of 167.00' to a point where a DNR monument has been set; thence travel South 01° 14' 14" East a distance of 225.00' to a point where a DNR monument has been set; thence travel South 84° 59' 12" West a distance of 1,630.68' to a point along the bank of the Flint River as of May 8, 2000, where a DNR monument has been set, the Point of Beginning; from said Point of Beginning, travel thence North 04° 27' 06" West a distance of 2,723' to a point; thence travel North 38° 41' 06" West a distance of 111.41' to a point; thence travel North 29° 39' 26" West a distance of 85.28' to a point; thence travel North 06° 48' 08" West a distance of 132.14' to a point; thence travel North 35° 46' 00" West a distance of 110.06' to a point; thence travel South 84° 59' 18" West a distance of 20.88' to a point located at the low water mark of the Flint River as of May 8, 2000; thence travel South 31° 11' 38" East a distance of 109.75'; thence travel South 07° 58' 11" East a distance of 144.30' to a point; thence travel South 33° 53' 15" East a distance of 207.03' to a point; thence travel North 84° 59' 12" East a distance of 22.38' to the Point of Beginning. Said tract is more particularly described as Tract B and contains 0.280 acres.

RECORDED
DATE

10-2-00

Francis Gable, CLERK

LAW OFFICES
GARDNER, WILLIS,
SWEAT & GOLDSMITH, LLP
2408 WESTGATE DRIVE
P.O. DRAWER 71788
ALBANY, GEORGIA
31706-1788
(912) 883-2441

10-259.006/503-55

009552

"Said property is more particularly shown on a Plat recorded in Plat Cabinet 1, Slide C65G in the office of the Clerk of Superior Court of Dougherty County, Georgia and incorporated herein and made a part hereof."

Exhibit H Raybon Tract

BOOK 2134 PAGE 312

All that tract or parcel of land containing 5.557 acres, situate, lying and being in part of Land Lots 304 and 320, First Land District, City of Albany, Dougherty County, Georgia, shown on a certain plat prepared for the State of Georgia, Department of Natural Resources, entitled "Flint River Educational Park/Raybon Tract", dated April 6, 2000, prepared by J. B. Faircloth & Associates, P.C., J. B. Faircloth, Registered Land Surveyor No. 2120, which shall be recorded in Plat Cabinet 1, Slide C65F, Dougherty County Public Records, and being more particularly described as follows:

BEGINNING at the intersection of the Southern boundary of Swaggott Road and the Eastern boundary of Joshua Street (60 foot right-of-way), said point being the Northwest corner of Lot 6, Swaggott Subdivision, as evidenced on a plat recorded in Plat Book 2, Page 266, Dougherty County Public Records; thence travel South 00° 04' 00" West a distance of 83.10' to a DNR monument found; thence travel South 89° 55' 25" East a distance of 1301.67' to a point where a DNR monument has been set; thence travel North 00° 04' 00" East a distance of 103.10' to a point; thence travel North 89° 56' 00" West a distance of 616.67' to a point where a DNR monument has been set; thence travel North 00° 04' 00" East a distance of 103.10' to a point where a DNR monument has been set; thence travel South 89° 56' 00" East a distance of 1439.93' to a point along the low water mark of the Flint River as of April 6, 2000; thence travel South 41° 11' 30" East a distance of 40.2' to a point; thence travel South 08° 23' 23" East a distance of 59.51' to a point; thence travel South 18° 54' 28" East a distance of 107.61' to a point; thence travel South 28° 24' 07" East a distance of 17.47' to a point; thence travel North 89° 56' 00" West a distance of 901.83' to the DNR monument set, the Point of Beginning. Said tract contains 5.557 acres.

RECORDED DATE:

9-22-2000
IMANELL GABLE, CLERK
DOUGHERTY COUNTY, GEORGIA

LAW OFFICES
GARDNER, WILLIS,
YEAT & GOLDSMITH, LLP
2408 WESTGATE DRIVE
P.O. DRAWER 71788
ALBANY, GEORGIA
31708-1788
(912) 983-2441

10-256.001/503-48

006524

Exhibit I McCray Tract A

BOOK 2123 PAGE 305

All that tract or parcel of land containing 5.0370 acres, situate, lying and being in part of Land Lots 304 and 320, First Land District, City of Albany, Dougherty County, Georgia, as shown on a certain plat prepared for the State of Georgia, Department of Natural Resources, entitled "Flint River Educational Park/McCray Tract", dated March 23, 2000, prepared by Richard M. Pace, Registered Land Surveyor No. 1508, which shall be recorded in Plat Cabinet 1, Slide 264F Dougherty County Public Records, and being more particularly described as follows:

Tract I:

COMMENCE at the intersection of the Eastern boundary of Joshua Street (60 foot right-of-way) and the South right-of-way of Swaggott Road; go thence along the Eastern boundary of Joshua Street South 00° 04' 35" West a distance of 83.10' to the Point of Beginning. From this Point of Beginning, travel South 89° 55' 25" East a distance of 2,165.50' to a point on the top bank of the Flint River; go thence South 29° 42' 35" East a distance of 115.22' to a point on the top bank of the Flint River where a DNR monument is set; go thence North 89° 55' 25" West a distance of 2,222.74' to a point on the Eastern boundary of Joshua Street; go thence along the East right-of-way of Joshua Street North 00° 04' 35" East a distance of 100.00' to the Point of Beginning. Said tract contains 5.0370 acres.

LAW OFFICES
GARDNER, WILLIS,
SWEAT & GOLDSMITH, LLP
2408 WESTGATE DRIVE
P.O. DRAWER 71788
ALBANY, GEORGIA
31709-1788
(912) 883-2441

10-223 014/503-57

RECORDED DATE: 8-18-2000
IMANELL GABLE, CLERK
DOUGHERTY COUNTY, GEORGIA

009548

Exhibit J McCray Tract B

BOOK 2123 PAGE 308

All that tract or parcel of land containing .0899 acres, situate, lying and being in part of Land Lots 304 and 320, First Land District, City of Albany, Dougherty County, Georgia, as shown on a certain plat prepared for the State of Georgia, Department of Natural Resources, entitled "Flint River Educational Park/McCray Tract", dated March 23, 2000, prepared by Richard M. Pace, Registered Land Surveyor No. 1508, which shall be recorded in Plat Cabinet 1, Slide 64E, Dougherty County Public Records, and being more particularly described as follows:

Tract II:

COMMENCE at the intersection of the Eastern boundary of Joshua Street and the Southern boundary of Swaggott Road; go thence East along the Eastern boundary of Joshua Street South 00° 04' 35" West a distance of 83.10' to a point; thence travel South 89° 55' 25" East a distance of 2,165.50' to a point, the Point of Beginning. From said Point of Beginning located at the top bank of the Flint River, go thence South 89° 55' 25" East a distance of 40.00' to a point on the waters edge of the Flint River as existed on February 22, 2000; go thence along said waters edge of the Flint River South 28° 58' 15" East a distance of 114.39'; go thence North 89° 55' 25" West a distance of 38.30' to a point on the top bank of the Flint River where a monument is set; go thence along said top bank of the Flint River North 29° 42' 35" West a distance of 115.22' to the Point of Beginning. Said tract contains .0899 acres.

RECORDED DATE: 8-18-2000
IMANELL GABLE, CLERK
DOUGHERTY COUNTY, GEORGIA

LAW OFFICES
GARDNER, WILLIS,
SWEAT & GOLDSMITH, LLP
2408 WESTGATE DRIVE
P.O. DRAWER 71798
ALBANY, GEORGIA
31706-1798
(912) 883-2441

10-223.014/503-57

008548

Exhibit K Elliott Tract

BOOK 2120 PAGE 316

All that tract or parcel of land containing 5.021 acres, situate, lying and being in Land Lots 304 and 320, First Land District, Dougherty County, Georgia, as shown on a May 16, 2000 plat of survey prepared for the Department of Natural Resources by J. B. Faircloth & Associates, P. C., more particularly J. B. Faircloth, Registered Surveyor No. 2120, entitled "Flint River Educational Park, Elliott Tract", a copy of which is recorded in Plat Cabinet 1, Slide 2646, Dougherty County Public Records and incorporated herein and made a part hereof by this express reference thereto, said property being more particularly described as follows:

To find the Point of Beginning, commence at the Eastern boundary of Joshua Street (60' right-of-way) and the Southern boundary of Swaggott Road; thence travel South 00° 04' 00" West a distance of 280.60' to a Point of Beginning; from said Point of Beginning, travel thence South 89° 56' 00" East a distance of 2285.94' to the low water mark along the Flint River river bank as of May 16, 2000; thence travel South 18° 40' 22" East a distance of 100.32' to a point; thence travel North 89° 56' 00" West a distance of 2318.17' to a point where a DNR monument has been set; thence travel North 00° 04' 00" East a distance of 95.00' to the Point of Beginning. Said tract contains 5.021 acres.

RECORDED DATE: 8-11-2000
IMANELL GABLE, CLERK
DOUGHERTY COUNTY, GEORGIA

LAW OFFICES
GARDNER, WILLIS,
SWEAT & GOLDSMITH, LLP
2408 WESTGATE DRIVE
P.O. DRAWER 71708
ALBANY, GEORGIA
31706-1798
(812) 853-2441

10-195,011/503-56

009545

Exhibit L

Freeman Tract A

BOOK 2116 PAGE 039

All that tract or parcel of land containing 12.336 acres, situate, lying and being in part of Land Lots 243 and 264, First Land District, City of Albany, Dougherty County, Georgia, shown as Tract A on a certain plat prepared for the State of Georgia, Department of Natural Resources, entitled "Flint River Educational Park/Freeman Tract", dated May 16, 2000, prepared by J. B. Faircloth & Associates, P.C., J. B. Faircloth, Registered Land Surveyor No. 2120, which shall be recorded in Plat Cabinet 1, Slide C645, Dougherty County Public Records, and being more particularly described as follows:

BEGINNING at the point where the Old Radium Springs Road (56' right-of-way) intersects the Southern boundary of Land Lot Line 264 and the Northern boundary of Land Lot Line 263; travel thence North 06°59' 48" East a distance of 240.10' to the point where said Old Radium Springs Road intersects the Eastern boundary of Land Lot Line 264 and Western boundary of Land Lot Line 243; travel thence North 08° 56' 48" East a distance of 459.90' to a point; travel thence South 88° 22' 48" West a distance of 13.32' to a point, which point is Grid North, NAD 83 Georgia West Zone, North 558778.583 and East 2305889.967, where a DNR monument has been set, the Point of Beginning; thence travel South 88° 22' 48" West a distance of 536.65' to a DNR monument set; thence travel North 18° 52' 27" West a distance of 573.20' to a DNR monument set; thence travel North 63° 01' 48" East a distance of 973.71' along a fence to a DNR monument set on the Western boundary of Radium Springs Road (86' right-of-way); travel thence in a Southwesterly direction along a curve on the Western boundary of Radium Springs Road, whose chord is South 06° 46' 31" West, a distance of 143.23' in length, having a radius of 1955.32' and a chord of 143.20', to a point; thence travel South 08° 52' 26" West a distance of 836.63' to the Point of Beginning. Said tract is more particularly described as Tract A on that certain plat and contains 12.336 acres.

RECORDED DATE: 7-31-2000
 IMANELL GABLE, CLERK
 DOUGHERTY COUNTY, GEORGIA

LAW OFFICES
 GARDNER, WILLIS,
 WEAT & GOLDSMITH, LLP
 8402 WESTGATE DRIVE
 P.O. DRAWER 71188
 ALBANY, GEORGIA
 31709-1788
 (813) 885-2441

10-202, 011/503-50

009553

Exhibit M Freeman Tract B

BOOK 2116 PAGE 039

All that tract or parcel of land containing 12.336 acres, situate, lying and being in part of Land Lots 243 and 264, First Land District, City of Albany, Dougherty County, Georgia, shown as Tract A on a certain plat prepared for the State of Georgia, Department of Natural Resources, entitled "Flint River Educational Park/Freeman Tract", dated May 16, 2000, prepared by J. B. Faircloth & Associates, P.C., J. B. Faircloth, Registered Land Surveyor No. 2120, which shall be recorded in Plat Cabinet 1, Slide C44E, Dougherty County Public Records, and being more particularly described as follows:

BEGINNING at the point where the Old Radium Springs Road (56' right-of-way) intersects the Southern boundary of Land Lot Line 264 and the Northern boundary of Land Lot Line 263; travel thence North 06°59' 48" East a distance of 240.10' to the point where said Old Radium Springs Road intersects the Eastern boundary of Land Lot Line 264 and Western boundary of Land Lot Line 243; travel thence North 08° 56' 48" East a distance of 459.90' to a point; travel thence South 88° 22' 48" West a distance of 13.32' to a point, which point is Grid North, NAD 83 Georgia West Zone, North 558778.583 and East 2305889.967, where a DNR monument has been set, the Point of Beginning; thence travel South 88° 22' 48" West a distance of 536.65' to a DNR monument set; thence travel North 18° 52' 27" West a distance of 573.20' to a DNR monument set; thence travel North 63° 01' 48" East a distance of 973.71' along a fence to a DNR monument set on the Western boundary of Radium Springs Road (86' right-of-way); travel thence in a Southwesterly direction along a curve on the Western boundary of Radium Springs Road, whose chord is South 06° 46' 31" West, a distance of 143.23' in length, having a radius of 1955.32' and a chord of 143.20', to a point; thence travel South 08° 52' 26" West a distance of 836.63' to the Point of Beginning. Said tract is more particularly described as Tract A on that certain plat and contains 12.336 acres.

RECORDED DATE: 7-31-2000
IMANELL GABLE, CLERK
DOUGHERTY COUNTY, GEORGIA

LAW OFFICES
GARDNER, WILLIS,
WEAT & GOLDSMITH, LLP
2408 WESTGATE DRIVE
P.O. DRAWER 71706
ALBANY, GEORGIA
31709-1706
(812) 885-2441

10-202.011/503-50

009553

Exhibit N Smith Tract

BOOK 2145 PAGE 292

COMMENCE at the intersection of the Southern boundary of Catalpa Lane (60' right-of-way) and the Eastern boundary of Sweetbriar Road; travel thence North 54° 53' 05" East a distance of 155.00' to a point where a DNR monument has been set, the Point of Beginning; travel thence North 54° 53' 05" East a distance of 20.00' to a point located on the Southeastern boundary of Catalpa Lane; travel thence along the Southeastern boundary of Catalpa Lane in a Northeasterly direction along a curve having a length of 36.81', radius of 470.00', chord of 36.80', and a bearing of North 52° 38' 27" East to a point; travel thence South 39° 36' 09" East a distance of 177.26' to a point; travel thence North 43° 02' 27" East a distance of 17.79' to a point; travel thence South 46° 05' 44" East a distance of 66.36' to a point; travel thence North 44° 47' 22" East a distance of 52.95' to a point; travel thence North 45° 12' 38" West a distance of 68.00' to a point; thence travel South 43° 02' 27" West a distance of 28.89' to a point; thence travel North 42° 25' 50" West a distance of 173.21' to a point on the Southeastern boundary of Catalpa Lane; thence travel in a Northeasterly direction along a curve having a length of 377.72', radius of 470.00', chord of 367.64', and bearing of North 23° 13' 31" East to a point where an iron rebar has been set; thence travel North 00° 12' 07" East a distance of 40.00' to a point where an iron rebar has been set; travel thence North 89° 47' 53" West a distance of 76.00' to a point where an iron rebar has been set; travel thence North 00° 12' 07" East a distance of 157.94' to a point where a DNR monument has been set; travel thence South 89° 44' 24" East a distance of 537.63' to a point where a DNR monument has been set; travel thence North 00° 15' 36" East a distance of 989.68' to a point where a DNR monument has been set; thence travel along a fence line South 89° 58' 53" East a distance of 2071.68' to a point where a DNR monument has been set; travel thence South 04° 15' 15" East a distance of 1421.94' to a point located at the low water mark of the Flint River as of April 24, 2000; travel thence South 76° 24' 10" West a distance of 332.77' to a point; travel thence South 70° 28' 05" West a distance of 381.91' to a point; travel thence South 64° 29' 54" West a distance of 319.03' to a point; travel thence South 57° 12' 40" West a distance of 734.96' to a point; travel thence South 30° 46' 58" West a distance of 234.23' to a point; travel thence South 15° 57' 10" East a distance of 61.17' to a point; travel thence South 25° 43' 30" West a distance of 90.07' to a point; travel thence South 28° 07' 42" East a distance of 49.81' to a point; travel thence South 50° 03' 02" West a distance of 77.06' to a point; travel thence South 31° 34' 31" West a distance of 139.46' to a point; travel thence South 45° 02' 04" West a distance of 59.48' to a point; travel thence 26° 52' 08" West a distance of 149.02' to a point; travel thence South 40° 13' 47" West a distance of 283.11' to a point; travel thence South 26° 30' 08" West a distance of 241.44' to a point; travel thence North 89° 50' 04" West a distance of 548.96' to a point where a DNR monument has been set; travel thence North 14° 12' 07" East a distance of 982.51' to a point where a DNR monument has been set; travel thence North 20° 17' 53" West a distance of 694.07' to a point where a DNR monument has been set; travel thence along a curve having a length of 153.80', radius of 594.02', chord of 153.37', and a chord bearing of North 27° 42' 45" West to a point, the Point of Beginning. Said tract contains 124.918 acres.

LAW OFFICES
GARDNER, WILLIS,
SWEAT & GOLDSMITH, LLP
300 WESTGATE DRIVE
P.O. DRAWER 71788
ALBANY, GEORGIA
31709-1788
(912) 883-2441

10-202, 008/503-53

RECORDED DATE

10-24-00
MARSHALL GATTE, CLERK
DOUGHERTY COUNTY, GEORGIA

809600

"Said property is more particularly shown on a Plat recorded in Plat Cabinet 1, Slide C66C in the office of the Clerk of Superior Court of Dougherty County, Georgia and incorporated herein and made a part hereof."

Exhibit O

Radium Springs Tract

BOOK 2045 PAGE 074

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE LYING AND BEING IN LAND LOTS 244, 245, 262 AND 263 OF THE FIRST LAND DISTRICT OF DOUGHERTY COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT D-11 OF RADIUM SPRINGS, INC. SUBDIVISION SECTION 1 AND GO THENCE ALONG THE WEST RIGHT-OF-WAY OF RADIUM SPRINGS ROAD SOUTH 03 DEGREES 47 MINUTES 33 SECONDS EAST A DISTANCE OF 100.00 FEET; GO THENCE NORTH 86 DEGREES 12 MINUTES 27 SECONDS EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. GO THENCE ALONG THE WEST RIGHT-OF-WAY OF RADIUM SPRINGS ROAD SOUTH 03 DEGREES 47 MINUTES 33 SECONDS EAST A DISTANCE OF 210.44 FEET; GO THENCE NORTH 86 DEGREES 12 MINUTES 27 SECONDS EAST A DISTANCE OF 11.76 FEET; GO THENCE NORTH 01 DEGREES 00 MINUTES 11 SECONDS WEST A DISTANCE OF 257.98 FEET; GO THENCE NORTH 84 DEGREES 12 MINUTES 29 SECONDS EAST A DISTANCE OF 80.95 FEET; GO THENCE NORTH 01 DEGREES 36 MINUTES 57 SECONDS EAST A DISTANCE OF 331.95 FEET; GO THENCE NORTH 15 DEGREES 01 MINUTES 14 SECONDS WEST A DISTANCE OF 202.00 FEET TO A POINT ON THE FACE OF AN APPROXIMATE VERTICAL STONE WALL AT ELEVATION 152.5, THE NORMAL POOL OF RADIUM SPRINGS; GO THENCE ALONG SAID STONE WALL SOUTH 83 DEGREES 51 MINUTES 18 SECONDS EAST A DISTANCE OF 8.45 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 74 DEGREES 47 MINUTES 27 SECONDS EAST A DISTANCE OF 10.06 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 73 DEGREES 17 MINUTES 09 SECONDS EAST A DISTANCE OF 8.50 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 61 DEGREES 06 MINUTES 22 SECONDS EAST A DISTANCE OF 9.57 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 53 DEGREES 56 MINUTES 39 SECONDS EAST A DISTANCE OF 4.60 FEET; GO THENCE SOUTH 34 DEGREES 57 MINUTES 50 SECONDS WEST A DISTANCE OF 6.08 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 49 DEGREES 34 MINUTES 32 SECONDS EAST A DISTANCE OF 13.90 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 48 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 20.95 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 45 DEGREES 21 MINUTES 33 SECONDS EAST A DISTANCE OF 23.53 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 44 DEGREES 13 MINUTES 48 SECONDS EAST A DISTANCE OF 15.19 FEET; GO THENCE NORTH 46 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 6.25 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 38 DEGREES 55 MINUTES 05 SECONDS EAST A DISTANCE OF 17.99 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 42 DEGREES 13 MINUTES 26 SECONDS EAST A DISTANCE OF 17.87 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 42 DEGREES 25 MINUTES 27 SECONDS EAST A DISTANCE OF 11.83 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 13

BOOK 2045 PAGE 075

DEGREES 24 MINUTES 40 SECONDS EAST A DISTANCE OF 2.64 FEET; GO
 THENCE SOUTH 68 DEGREES 38 MINUTES 56 SECONDS WEST A
 DISTANCE OF 3.60 FEET; GO THENCE ALONG SAID STONE WALL SOUTH
 19 DEGREES 33 MINUTES 14 SECONDS EAST A DISTANCE OF 19.10 FEET;
 GO THENCE NORTH 70 DEGREES 28 MINUTES 54 SECONDS EAST A
 DISTANCE OF 3.56 FEET; GO THENCE ALONG SAID STONE WALL SOUTH
 14 DEGREES 02 MINUTES 37 SECONDS EAST A DISTANCE OF 3.93 FEET;
 GO THENCE ALONG SAID STONE WALL SOUTH 08 DEGREES 55 MINUTES
 17 SECONDS WEST A DISTANCE OF 4.13 FEET; GO THENCE ALONG SAID
 STONE WALL SOUTH 33 DEGREES 50 MINUTES 14 SECONDS WEST A
 DISTANCE OF 3.69 FEET; GO THENCE ALONG SAID STONE WALL SOUTH
 67 DEGREES 10 MINUTES 20 SECONDS WEST A DISTANCE OF 3.93 FEET;
 GO THENCE ALONG SAID STONE WALL SOUTH 77 DEGREES 42 MINUTES
 24 SECONDS WEST A DISTANCE OF 4.06 FEET; GO THENCE ALONG SAID
 STONE WALL SOUTH 86 DEGREES 28 MINUTES 07 SECONDS WEST A
 DISTANCE OF 8.16 FEET; GO THENCE ALONG SAID STONE WALL NORTH
 04 DEGREES 11 MINUTES 08 SECONDS WEST A DISTANCE OF 2.31 FEET;
 GO THENCE ALONG SAID STONE WALL NORTH 88 DEGREES 56 MINUTES
 28 SECONDS WEST A DISTANCE OF 3.09 FEET; GO THENCE ALONG SAID
 STONE WALL SOUTH 07 DEGREES 37 MINUTES 28 SECONDS WEST A
 DISTANCE OF 2.28 FEET; GO THENCE ALONG SAID STONE WALL NORTH
 88 DEGREES 47 MINUTES 57 SECONDS WEST A DISTANCE OF 4.65 FEET;
 GO THENCE ALONG SAID STONE WALL NORTH 08 DEGREES 47 MINUTES
 22 SECONDS WEST A DISTANCE OF 2.12 FEET; GO THENCE ALONG SAID
 STONE WALL SOUTH 84 DEGREES 44 MINUTES 44 SECONDS WEST A
 DISTANCE OF 3.37 FEET; GO THENCE ALONG SAID STONE WALL SOUTH
 02 DEGREES 25 MINUTES 16 SECONDS EAST A DISTANCE OF 2.10 FEET;
 GO THENCE ALONG SAID STONE WALL NORTH 89 DEGREES 03 MINUTES
 05 SECONDS WEST A DISTANCE OF 11.71 FEET; GO THENCE ALONG
 SAID STONE WALL SOUTH 83 DEGREES 03 MINUTES 08 SECONDS WEST
 A DISTANCE OF 8.26 FEET; GO THENCE ALONG SAID STONE WALL
 SOUTH 70 DEGREES 12 MINUTES 49 SECONDS WEST A DISTANCE OF
 8.34 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 50 DEGREES
 00 MINUTES 34 SECONDS WEST A DISTANCE OF 6.46 FEET; GO THENCE
 ALONG SAID STONE WALL SOUTH 44 DEGREES 29 MINUTES 21 SECONDS
 WEST A DISTANCE OF 11.73 FEET; GO THENCE ALONG SAID STONE
 WALL SOUTH 34 DEGREES 06 MINUTES 00 SECONDS WEST A DISTANCE
 OF 5.56 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 19
 DEGREES 21 MINUTES 39 SECONDS WEST A DISTANCE OF 11.27 FEET;
 GO THENCE ALONG SAID STONE WALL SOUTH 15 DEGREES 54 MINUTES
 11 SECONDS WEST A DISTANCE OF 9.03 FEET; GO THENCE ALONG SAID
 STONE WALL SOUTH 10 DEGREES 41 MINUTES 22 SECONDS WEST A
 DISTANCE OF 27.51 FEET; GO THENCE ALONG SAID STONE WALL
 SOUTH 08 DEGREES 12 MINUTES 46 SECONDS WEST A DISTANCE OF
 10.71 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 03 DEGREES
 00 MINUTES 56 SECONDS WEST A DISTANCE OF 9.89 FEET; GO THENCE

BOOK 2045 PAGE 076

ALONG SAID STONE WALL SOUTH 04 DEGREES 52 MINUTES 43 SECONDS EAST A DISTANCE OF 7.88 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST A DISTANCE OF 6.85 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 76 DEGREES 30 MINUTES 47 SECONDS WEST A DISTANCE OF 1.10 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 06 DEGREES 41 MINUTES 25 SECONDS WEST A DISTANCE OF 3.68 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 17 DEGREES 42 MINUTES 27 SECONDS EAST A DISTANCE OF 4.57 FEET TO A POINT AT ELEVATION 152.5, THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 05 DEGREES 30 MINUTES 08 SECONDS WEST A DISTANCE OF 45.42 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 17 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 259.47 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 11 DEGREES 17 MINUTES 56 SECONDS EAST A DISTANCE OF 72.02 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 09 DEGREES 41 MINUTES 05 SECONDS EAST A DISTANCE OF 129.71 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK NORTH 28 DEGREES 32 MINUTES 06 SECONDS WEST A DISTANCE OF 133.94 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 13 DEGREES 42 MINUTES 40 SECONDS EAST A DISTANCE OF 78.81 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 24 DEGREES 02 MINUTES 15 SECONDS WEST A DISTANCE OF 69.46 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 18 DEGREES 23 MINUTES 50 SECONDS EAST A DISTANCE OF 90.55 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 27 DEGREES 19 MINUTES 01 SECONDS WEST A DISTANCE OF 108.31 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 02 DEGREES 49 MINUTES 55 SECONDS EAST A DISTANCE OF 85.17 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 29 DEGREES 57 MINUTES 26 SECONDS EAST A DISTANCE OF 92.72 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 18 DEGREES 47 MINUTES 13 SECONDS WEST A DISTANCE OF 35.22 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK NORTH 38 DEGREES 09 MINUTES 10 SECONDS WEST A DISTANCE OF 55.66 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 73 DEGREES 24 MINUTES 27 SECONDS WEST A DISTANCE OF 46.33 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 20 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 56.97 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 00 DEGREES 36

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MINUTES 12 SECONDS WEST A DISTANCE OF 23.57 FEET TO THE NORTH LINE OF LOT K-1 OF RADIUM SPRINGS, INC. SUBDIVISION SECTION 2; GO THENCE ALONG THE NORTH LINE OF LOT K-1 NORTH 78 DEGREES 17 MINUTES 33 SECONDS WEST A DISTANCE OF 26.27 FEET TO THE NORTHWEST CORNER OF LOT K-1 OF RADIUM SPRINGS, INC. SUBDIVISION SECTION 2; GO THENCE ALONG THE REAR LOT LINE OF LOT K-1 SOUTH 23 DEGREES 04 MINUTES 51 SECONDS WEST A DISTANCE OF 102.00 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-2 SOUTH 30 DEGREES 59 MINUTES 51 SECONDS WEST A DISTANCE OF 105.95 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-3 SOUTH 03 DEGREES 10 MINUTES 36 SECONDS WEST A DISTANCE OF 101.12 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-4 SOUTH 17 DEGREES 25 MINUTES 05 SECONDS WEST A DISTANCE OF 100.50 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-5 SOUTH 02 DEGREES 19 MINUTES 43 SECONDS EAST A DISTANCE OF 103.08 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-6 SOUTH 28 DEGREES 24 MINUTES 24 SECONDS WEST A DISTANCE OF 104.40 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-7 SOUTH 25 DEGREES 15 MINUTES 19 SECONDS WEST A DISTANCE OF 128.94 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-8 SOUTH 11 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 43.87 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-9 SOUTH 46 DEGREES 09 MINUTES 25 SECONDS WEST A DISTANCE OF 43.76 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-10 SOUTH 30 DEGREES 20 MINUTES 55 SECONDS WEST A DISTANCE OF 74.96 FEET; GO THENCE ALONG THE WEST LOT LINE OF LOT K-10 SOUTH 30 DEGREES 42 MINUTES 33 SECONDS EAST A DISTANCE OF 350.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF SKYWATER BOULEVARD; GO THENCE ALONG THE WEST RIGHT-OF-WAY OF SKYWATER BOULEVARD SOUTH 59 DEGREES 17 MINUTES 27 SECONDS WEST A DISTANCE OF 100.80 FEET; GO THENCE ALONG THE EAST LOT LINE OF LOT K-11 NORTH 30 DEGREES 42 MINUTES 33 SECONDS WEST A DISTANCE OF 301.20 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-11 SOUTH 43 DEGREES 01 MINUTES 37 SECONDS WEST A DISTANCE OF 126.04 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-12 SOUTH 67 DEGREES 15 MINUTES 01 SECONDS WEST A DISTANCE OF 79.47 FEET; GO THENCE ALONG THE REAR LOT LINE OF LOT K-13 SOUTH 60 DEGREES 43 MINUTES 32 SECONDS WEST A DISTANCE OF 83.27 FEET TO A POINT AT ELEVATION 152.5, THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 51 DEGREES 13 MINUTES 31 SECONDS WEST A DISTANCE OF 45.29 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 64 DEGREES 43 MINUTES 22 SECONDS WEST A DISTANCE OF 99.30 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK

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SOUTH 76 DEGREES 32 MINUTES 22 SECONDS WEST A DISTANCE OF 120.64 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK NORTH 74 DEGREES 19 MINUTES 40 SECONDS WEST A DISTANCE OF 75.28 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK NORTH 58 DEGREES 18 MINUTES 11 SECONDS WEST A DISTANCE OF 167.47 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK NORTH 15 DEGREES 04 MINUTES 54 SECONDS WEST A DISTANCE OF 79.32 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 57 DEGREES 18 MINUTES 20 SECONDS WEST A DISTANCE OF 41.78 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK NORTH 61 DEGREES 27 MINUTES 58 SECONDS WEST A DISTANCE OF 29.69 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK NORTH 43 DEGREES 27 MINUTES 25 SECONDS WEST A DISTANCE OF 51.37 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 25 DEGREES 28 MINUTES 35 SECONDS WEST A DISTANCE OF 67.06 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 57 DEGREES 34 MINUTES 33 SECONDS WEST A DISTANCE OF 49.32 FEET; GO THENCE ALONG THE NORMAL POOL ELEVATION OF RADIUM SPRINGS CREEK SOUTH 89 DEGREES 51 MINUTES 17 SECONDS WEST A DISTANCE OF 14.56 FEET; GO THENCE SOUTH 62 DEGREES 13 MINUTES 26 SECONDS WEST A DISTANCE OF 39.64 FEET; GO THENCE ALONG THE SOUTH EDGE OF A STONE BRIDGE NORTH 73 DEGREES 26 MINUTES 56 SECONDS WEST A DISTANCE OF 18.60 FEET; GO THENCE NORTH 70 DEGREES 39 MINUTES 53 SECONDS WEST A DISTANCE OF 46.92 FEET; GO THENCE NORTH 32 DEGREES 23 MINUTES 17 SECONDS WEST A DISTANCE OF 74.74 FEET TO A POINT ON THE EDGE OF THE WATER ON THE EAST SIDE OF THE FLINT RIVER AS EXISTED ON AUGUST 11, 1999 AT AN ELEVATION OF 143.97; GO THENCE ALONG SAID EDGE OF WATER NORTH 49 DEGREES 35 MINUTES 07 SECONDS EAST A DISTANCE OF 119.96 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 09 DEGREES 49 MINUTES 29 SECONDS EAST A DISTANCE OF 101.50 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 17 DEGREES 57 MINUTES 00 SECONDS EAST A DISTANCE OF 214.58 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 02 DEGREES 24 MINUTES 50 SECONDS WEST A DISTANCE OF 300.25 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 05 DEGREES 12 MINUTES 00 SECONDS WEST A DISTANCE OF 241.32 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 04 DEGREES 49 MINUTES 12 SECONDS WEST A DISTANCE OF 142.70 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 00 DEGREES 11 MINUTES 09 SECONDS EAST A DISTANCE OF 266.29 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 02 DEGREES 50 MINUTES 10 SECONDS EAST A DISTANCE OF 193.51 FEET; GO THENCE LONG SAID EDGE OF WATER NORTH 07 DEGREES 42 MINUTES 15

SECONDS EAST A DISTANCE OF 209.05 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 14 DEGREES 03 MINUTES 17 SECONDS EAST A DISTANCE OF 274.55 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 12 DEGREES 54 MINUTES 25 SECONDS EAST A DISTANCE OF 220.23 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 14 DEGREES 51 MINUTES 00 SECONDS EAST A DISTANCE OF 464.71 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 15 DEGREES 08 MINUTES 00 SECONDS EAST A DISTANCE OF 432.44 FEET; GO THENCE ALONG SAID EDGE OF WATER NORTH 13 DEGREES 36 MINUTES 07 SECONDS EAST A DISTANCE OF 295.72 FEET TO A POINT ON THE EDGE OF THE WATER ON THE EAST SIDE OF THE FLINT RIVER AS EXISTED ON AUGUST 11, 1999 AT AN ELEVATION OF 144.30; GO THENCE NORTH 86 DEGREES 12 MINUTES 27 SECONDS EAST A DISTANCE OF 706.99 FEET TO A POINT ON THE WEST SIDE OF RADIUM SPRINGS ROAD AND THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 84.7283 ACRES.

LESS AND EXCEPT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE LYING AND BEING IN LAND LOT 244 OF THE FIRST LAND DISTRICT OF DOUGHERTY COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT D-11 OF RADIUM SPRINGS, INC. SUBDIVISION SECTION 1 AND GO THENCE ALONG THE WEST RIGHT-OF-WAY OF RADIUM SPRINGS ROAD SOUTH 03 DEGREES 47 MINUTES 33 SECONDS EAST A DISTANCE OF 100.00 FEET; GO THENCE NORTH 86 DEGREES 12 MINUTES 27 SECONDS EAST A DISTANCE OF 15.00 FEET; GO THENCE ALONG THE WEST RIGHT-OF-WAY OF RADIUM SPRINGS ROAD SOUTH 03 DEGREES 47 MINUTES 33 SECONDS EAST A DISTANCE OF 210.44 FEET; GO THENCE NORTH 86 DEGREES 12 MINUTES 27 SECONDS EAST A DISTANCE OF 11.76 FEET; GO THENCE NORTH 01 DEGREES 00 MINUTES 11 SECONDS WEST A DISTANCE OF 257.98 FEET; GO THENCE NORTH 84 DEGREES 12 MINUTES 29 SECONDS EAST A DISTANCE OF 80.95 FEET; GO THENCE NORTH 01 DEGREES 36 MINUTES 57 SECONDS EAST A DISTANCE OF 331.95 FEET; GO THENCE NORTH 15 DEGREES 01 MINUTES 14 SECONDS WEST A DISTANCE OF 202.00 FEET TO A POINT ON THE FACE OF AN APPROXIMATE VERTICAL STONE WALL AT ELEVATION 152.5, THE NORMAL POOL OF RADIUM SPRINGS; GO THENCE ALONG SAID STONE WALL SOUTH 83 DEGREES 51 MINUTES 18 SECONDS EAST A DISTANCE OF 8.45 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 74 DEGREES 47 MINUTES 27 SECONDS EAST A DISTANCE OF 10.06 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 73 DEGREES 17 MINUTES 09 SECONDS

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EAST A DISTANCE OF 8.50 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 61 DEGREES 06 MINUTES 22 SECONDS EAST A DISTANCE OF 9.57 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 53 DEGREES 58 MINUTES 39 SECONDS EAST A DISTANCE OF 4.60 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 34 DEGREES 57 MINUTES 50 SECONDS WEST A DISTANCE OF 6.08 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 49 DEGREES 34 MINUTES 32 SECONDS EAST A DISTANCE OF 13.90 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 48 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 20.95 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 45 DEGREES 21 MINUTES 33 SECONDS EAST A DISTANCE OF 23.53 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 44 DEGREES 13 MINUTES 48 SECONDS EAST A DISTANCE OF 15.19 FEET; GO THENCE ALONG SAID STONE WALL NORTH 46 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 6.25 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 38 DEGREES 55 MINUTES 05 SECONDS EAST A DISTANCE OF 17.99 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 42 DEGREES 13 MINUTES 26 SECONDS EAST A DISTANCE OF 17.87 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 42 DEGREES 25 MINUTES 27 SECONDS EAST A DISTANCE OF 11.83 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 13 DEGREES 24 MINUTES 40 SECONDS EAST A DISTANCE OF 2.64 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 68 DEGREES 38 MINUTES 56 SECONDS WEST A DISTANCE OF 3.60 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 19 DEGREES 33 MINUTES 14 SECONDS EAST A DISTANCE OF 19.10 FEET; GO THENCE ALONG SAID STONE WALL NORTH 70 DEGREES 28 MINUTES 54 SECONDS EAST A DISTANCE OF 3.56 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 14 DEGREES 02 MINUTES 37 SECONDS EAST A DISTANCE OF 3.93 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 08 DEGREES 55 MINUTES 17 SECONDS WEST A DISTANCE OF 4.13 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 33 DEGREES 50 MINUTES 14 SECONDS WEST A DISTANCE OF 3.69 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 67 DEGREES 10 MINUTES 20 SECONDS WEST A DISTANCE OF 3.93 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 77 DEGREES 42 MINUTES 24 SECONDS WEST A DISTANCE OF 4.06 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 86 DEGREES 28 MINUTES 07 SECONDS WEST A DISTANCE OF 8.16 FEET; GO THENCE ALONG SAID STONE WALL NORTH 04 DEGREES 11 MINUTES 08 SECONDS WEST A DISTANCE OF 2.31 FEET; GO THENCE ALONG SAID STONE WALL NORTH 88 DEGREES 56 MINUTES 28 SECONDS WEST A DISTANCE OF 3.09 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 07 DEGREES 37 MINUTES 28 SECONDS WEST A DISTANCE OF 2.28 FEET; GO THENCE ALONG SAID STONE WALL NORTH 88 DEGREES 47 MINUTES 57 SECONDS WEST A DISTANCE OF 4.65 FEET; GO THENCE ALONG SAID STONE WALL NORTH 08 DEGREES 47 MINUTES 22 SECONDS WEST A DISTANCE OF 2.12 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 84 DEGREES 44 MINUTES 44 SECONDS WEST A DISTANCE OF 3.37 FEET;

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GO THENCE ALONG SAID STONE WALL SOUTH 02 DEGREES 25 MINUTES 16 SECONDS EAST A DISTANCE OF 2.10 FEET; GO THENCE ALONG SAID STONE WALL NORTH 89 DEGREES 03 MINUTES 05 SECONDS WEST A DISTANCE OF 11.71 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 83 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 8.26 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 70 DEGREES 12 MINUTES 49 SECONDS WEST A DISTANCE OF 8.34 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 50 DEGREES 00 MINUTES 34 SECONDS WEST A DISTANCE OF 6.46 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 44 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 7.08 FEET TO A POINT AT THE CENTERLINE OF A FOOT BRIDGE AND ACCESS EASEMENT; GO THENCE ALONG THE CENTERLINE OF SAID FOOT BRIDGE AND ACCESS EASEMENT SOUTH 48 DEGREES 09 MINUTES 38 SECONDS EAST A DISTANCE OF 24.85 FEET TO A POINT ON AN ISLAND ON THE FACE OF AN APPROXIMATE VERTICAL STONE WALL AT ELEVATION 152.5, THE NORMAL POOL ELEVATION OF RADIUM SPRING AND THE POINT OF BEGINNING; GO THENCE ALONG SAID STONE WALL SOUTH 46 DEGREES 54 MINUTES 31 SECONDS WEST A DISTANCE OF 7.89 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 46 DEGREES 02 MINUTES 21 SECONDS WEST A DISTANCE OF 11.75 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 61 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 18.88 FEET; GO THENCE ALONG SAID STONE WALL NORTH 58 DEGREES 01 MINUTES 10 SECONDS WEST A DISTANCE OF 5.54 FEET; GO THENCE ALONG SAID STONE WALL NORTH 51 DEGREES 46 MINUTES 39 SECONDS WEST A DISTANCE OF 5.62 FEET; GO THENCE ALONG SAID STONE WALL NORTH 36 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 2.46 FEET; GO THENCE ALONG SAID STONE WALL NORTH 35 DEGREES 51 MINUTES 54 SECONDS WEST A DISTANCE OF 2.43 FEET; GO THENCE ALONG SAID STONE WALL NORTH 29 DEGREES 11 MINUTES 53 SECONDS WEST A DISTANCE OF 2.42 FEET; GO THENCE ALONG SAID STONE WALL NORTH 21 DEGREES 57 MINUTES 27 SECONDS WEST A DISTANCE OF 4.22 FEET; GO THENCE ALONG SAID STONE WALL NORTH 17 DEGREES 34 MINUTES 37 SECONDS WEST A DISTANCE OF 4.30 FEET; GO THENCE ALONG SAID STONE WALL NORTH 21 DEGREES 53 MINUTES 14 SECONDS WEST A DISTANCE OF 1.73 FEET; GO THENCE ALONG SAID STONE WALL NORTH 17 DEGREES 56 MINUTES 11 SECONDS WEST A DISTANCE OF 2.38 FEET; GO THENCE ALONG SAID STONE WALL NORTH 04 DEGREES 56 MINUTES 55 SECONDS WEST A DISTANCE OF 2.09 FEET; GO THENCE ALONG SAID STONE WALL NORTH 07 DEGREES 21 MINUTES 46 SECONDS EAST A DISTANCE OF 2.05 FEET; GO THENCE ALONG SAID STONE WALL NORTH 11 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 6.07 FEET; GO THENCE ALONG SAID STONE WALL NORTH 14 DEGREES 48 MINUTES 32 SECONDS EAST A DISTANCE OF 6.34 FEET; GO THENCE ALONG SAID STONE WALL NORTH 25 DEGREES 57 MINUTES 19 SECONDS EAST A DISTANCE OF 12.72 FEET; GO THENCE ALONG SAID STONE WALL NORTH 37 DEGREES 35 MINUTES

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59 SECONDS EAST A DISTANCE OF 5.56 FEET; GO THENCE ALONG SAID STONE WALL NORTH 41 DEGREES 22 MINUTES 00 SECONDS EAST A DISTANCE OF 2.75 FEET; GO THENCE ALONG SAID STONE WALL NORTH 43 DEGREES 45 MINUTES 37 SECONDS EAST A DISTANCE OF 2.88 FEET; GO THENCE ALONG SAID STONE WALL NORTH 56 DEGREES 48 MINUTES 14 SECONDS EAST A DISTANCE OF 4.13 FEET; GO THENCE ALONG SAID STONE WALL NORTH 54 DEGREES 33 MINUTES 24 SECONDS EAST A DISTANCE OF 8.57 FEET; GO THENCE ALONG SAID STONE WALL NORTH 61 DEGREES 49 MINUTES 20 SECONDS EAST A DISTANCE OF 4.77 FEET; GO THENCE ALONG SAID STONE WALL NORTH 66 DEGREES 06 MINUTES 24 SECONDS EAST A DISTANCE OF 4.23 FEET; GO THENCE ALONG SAID STONE WALL NORTH 72 DEGREES 29 MINUTES 16 SECONDS EAST A DISTANCE OF 3.28 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 88 DEGREES 51 MINUTES 54 SECONDS EAST A DISTANCE OF 3.10 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 70 DEGREES 45 MINUTES 38 SECONDS EAST A DISTANCE OF 2.01 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 45 DEGREES 44 MINUTES 20 SECONDS EAST A DISTANCE OF 2.73 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 47 DEGREES 33 MINUTES 56 SECONDS EAST A DISTANCE OF 8.73 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 48 DEGREES 29 MINUTES 50 SECONDS EAST A DISTANCE OF 4.11 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 43 DEGREES 14 MINUTES 48 SECONDS EAST A DISTANCE OF 5.04 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 40 DEGREES 17 MINUTES 06 SECONDS EAST A DISTANCE OF 4.45 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 21 DEGREES 06 MINUTES 35 SECONDS EAST A DISTANCE OF 7.48 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 05 DEGREES 10 MINUTES 53 SECONDS WEST A DISTANCE OF 9.00 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 35 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 8.85 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 45 DEGREES 15 MINUTES 26 SECONDS WEST A DISTANCE OF 9.60 FEET; GO THENCE ALONG SAID STONE WALL SOUTH 46 DEGREES 54 MINUTES 31 SECONDS WEST A DISTANCE OF 2.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.0680 ACRE.

RECORDED DATE: 1-3-2000
 IMANELL GABLE, CLERK
 DOUGHERTY COUNTY, GEORGIA

"Said property is more particularly shown on a Plat recorded in Plat Cabinet 1, Slide G58G in the office of the Clerk of Superior Court of Dougherty County, Georgia and incorporated herein and made a part hereof."

**Dougherty County Board of Commissioners
FEMA & GEMA Public Assistance Disaster Recovery
Cost Incurred & Payments to Date**

Total Eligible Amount All Disasters	16,709,465.97
Federal Paid to Date	(11,889,247.15)
State Paid to Date	(2,066,596.77)
Insurance & Self Pay	(933,088.58)
Federal Un-Paid	(424,192.25)
State Un-Paid	(56,261.38)
Current Balance from County	1,340,079.84