MORGAN COUNTY COMMISSION
AGENDA
March 02, 2021
10:00 AM
150 East Washington Street, Madison, GA
2nd Floor Meeting Room

Pledge and Invocation

Agenda Approval

Scheduled Public Comment
1. Scheduled Public Comment-Matthew Schulze

Minutes
2. February 02, 2021 BOC Meeting
3. February 09, 2021 Public Hearing
4. February 09, 2021 Special Called Meeting
5. February 16, 2021 Work Session
6. February 16, 2021 BOC Meeting

Consent Agenda
7. Motion to accept as information the February 2021 payables to include General Fund in the amount of $1,125,159.81, TSPLOST in the amount of $151,792.08, SPLOST in the amount of $70,099.34, General Fund electronic payments in the amount of $140,907.39 and the February 2021 financials

Time Certain

11:00 AM Planning Commission

Planning Commission New Business
8. Georgia Sheriffs Youth Homes Foundation is requesting a zoning map amendment, from AG to C2, for 20 acres located on Lions Club Road (Highway 441 by-pass across from Morgan Medical Center)(Tax Parcel 036E-009).
9. Farmview Market, LLC, is requesting a variance to the maximum size and height for a flag for 46.11 acres located at 2610 Eatonton Highway (Tax Parcel 046-005).

New Business
10. Development Services Intergovernmental Contract between the JDA, Jasper County, Morgan County, Newton County and Walton County
11. Development Agreement between Baymare and Newton County - Acknowledgment
12. Infrastructure Agreement between Baymare and the JDA -Acknowledgement
13. Resolution to Authorize the Morgan County Board of Tax Assessors to Enter into a Contract with Baymare and the JDA
14. GDOT Quitclaim Deed Sewell Church Rd ROW
15. Resolution - Property Conveyance for Relocation of a portion of Sewell Church Rd

16. Resolution - Consent to Acquisition of Land for Madison Airport Expansion
17. Resolution – Extension of Temporary Moratorium
18. Request from Shahida Jahan with Fairplay Management LLC for an Alcoholic Beverage License at 2700 Fairplay Road
19. Request from Barbara Williams Sauerbier to abandon a portion of CR-67, Cumming Drive
20. Request from Mark Giles with GDOT to abandon CR-235
21. Fee Schedule for Animal Services
22. Request from Carol Sanchez, Park Manager for HLCSP, to lower the speed limit and install speed tables on Knox Chapel Road
23. County Manager Report
24. Public Comments on Agenda Items

Matthew and Heather Schulze
1401 Sugar Creek Trail
Buckhead, Georgia 30625
(706) 473-3250

To Whom It May Concern:

We are writing to request that we be allowed to participate in the meeting being held on March 2, 2021 regarding the property bordering our residence. The Morgan County Planning Development department (Chuck Jarrell) is aware of the issues that we have faced, as well as several neighbors in our community, in dealing with Mr. Carpenter. He has caused damage to our personal property, costing us attorney fees and expenses in addressing damages. We can also provide the police report for the malicious damage. We would like to be able to address our concerns and are willing to provide all documents that we have to show why we feel that this property does not belong to him.

Thank you for your time and consideration.

Sincerely,
Matthew Schulze

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA, MET THIS DAY IN REGULAR SESSION.

MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.

PRESENT: Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

STAFF: County Manager Adam Mestres, Procurement Director Mark Williams, County Attorney Christian Henry, and County Clerk Leslie Brandt.

The meeting was called to order at 10:00 a.m., followed by the Pledge of Allegiance and Invocation.

AGENDA APPROVAL

Motion by Commissioner Ainslie, Seconded by Commissioner Riden to approve agenda with the following additions: Development Regulations Discussion under Unfinished Business and Potential Litigation under Executive. Unanimously Approved.

SCHEDULED PUBLIC COMMENT-CHARLES KEITH PHARR

Mr. Pharr of 2831 Cedar Grove Road spoke before the Board regarding the Kingston Road dumpster site. Mr. Pharr purchased his property with knowledge of the dumpster site location. However, since that time, he has noticed leakage from the site onto his property and traffic safety issues. Mr. Pharr is requesting the Board to consider removing the dumpster location.

The Board informed Mr. Pharr they will research the issue further.

MINUTES

January 05, 2021-Public Hearing
January 05, 2021-BOC Meeting
January 19, 2021-BOC Meeting

MOTION by Commissioner Harris, Seconded by Commissioner Riden to approve the minutes as presented. Unanimously Approved.

CONSENT AGENDA

Motion to accept as information the January 2021 payables to include General Fund in the amount of $623,043.29, TSPLOST in the amount of $693,169.67, SPLOST in the amount of $179,270.31, General Fund electronic payments in the amount of $367,421.15 and the January 2021 financials.

MOTION by Commissioner Riden, Seconded by Commissioner Harris to approve the consent agenda as presented. Unanimously Approved.

PROPOSED DEVELOPMENT REGULATIONS

Planning Director, Chuck Jarrell gave an update of the ongoing revisions to the development regulations.

COURTHOUSE CLOCKTOWER REPAIRS

Public Buildings identified cracking in the support beams for the Courthouse clock tower. An RFP to repair the damage was prepared and only one company, Reams Enterprises submitted a bid. The cost to complete the repairs is $49,780 and will be funded from the Capital Projects Fund.

MOTION by Commissioner Riden, Seconded by Commissioner Kurz to award the contract to Reams Enterprises for $49,780. Unanimously Approved.

COUNTY MANAGER REPORT

County Manager, Adam Mestres, presented a monthly overview of Morgan County government's current projects and/or issues.

PUBLIC COMMENTS ON AGENDA ITEMS
Public comments were made by:
Jean Sims-Reid regarding development regulations.

ELLIS & CRYSTAL JOHNSON ARE REQUESTING CONDITIONAL USE APPROVAL TO ALLOW A CHURCH ON 19.79 ACRES LOCATED AT 1051 MEADOW LANE (TAX PARCEL 042-003G)
Senior Planner, Tara Cooner stated Ellis and Crystal Johnson are requesting a conditional use approval for a church at 1051 Meadow Lane. This is the second time the applicants have come to the Planning Commission and the Board of Commissioners to request a church at this location. The building is the historic Sugar Creek Church that was saved from demolition by being moved to this property in 2015 with the intent to use it as part of the event facility at Hundred Acre Farm. Later, the applicant was approached by Center Pointe Church to use the building for regular church services, and the applicant requested conditional use approval in October 2019 for temporary church services. The applicant stated at the time, regular services were not desired, and Center Pointe would only use the structure until the congregation constructed their own church. At that time, the applicants refused to pave the parking lot at the church, which is a requirement in Morgan County.

Cooner noted that Center Pointe Church came before the Board of Commissioners five months prior to October 2019 to ask for permission to build a church and approval was given. This coming April will be two years since the approval, which has now expired because Center Pointe has not started construction.

The Johnson's request in 2019 for temporary church services was approved by the Board of Commissioners with the condition, that should services continue longer than twelve months the church must comply with all requirements of the Morgan County Zoning Ordinance, which includes paving the parking lot. The specified twelve months expired in October 2020.

The applicants have now reapplied, seeking approval to continue to operate the building for regular church services with the caveat that the parking lot be left grass. At the Planning Commission meeting, Christian Chandler spoke on behalf of the applicants and reiterated that the Johnson's do not want a permanent church, but for Center Pointe to be allowed to use the building until they find another location or build a new structure.

The Planning Commission voted unanimously to recommend denial of the conditional request unless the parking lot was brought into compliance with the Morgan County Zoning Ordinance within 90-days. This would give Center Pointe Church 90-days to find other accommodations.

Chairman von Hanstein allowed proponents to speak:
No one spoke in favor of the request.

Chairman von Hanstein allowed opponents to speak:
No one spoke in opposition.

MOTION by Commissioner Kurtz, seconded by Commissioner Riden to deny the conditional use and allow 90-days for Center Pointe Church to find other accommodations. Unanimously Approved.

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to exit regular session. Unanimously Approved.

EXECUTIVE SESSION- POTENTIAL LITIGATION

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to enter Executive Session to discuss potential litigation at 11:11 a.m. Unanimously Approved. (Original signed Affidavit in Executive Session Legal Requirement Book).

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to exit Executive Session and adjourn at 11:50 a.m. Unanimously Approved.

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Philipp von Hanstein, Chairman

ATTEST:

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Leslie Brandt, County Clerk

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA, MET THIS DAY FOR A PUBLIC HEARING.

MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.

PRESENT: Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

STAFF: County Manager Adam Mestres, County Attorney Christian Henry, and County Clerk Leslie Brandt

The public hearing was called to order at 9:30 a.m.

ROAD ABANDONMENT FOR PORTIONS OF SEWELL CHURCH ROAD (CR-46) AND STANTON ROAD (CR-368) IN ITS ENTIRETY

A request made by an adjoining landowner, the Joint Development Authority (JDA) to the Board of Commissioners of Morgan County that it consider abandoning the right of way of:

(a) All that strip of land forming Stanton Road (County Road 368) right of way a/k/a Unnamed Road ("Stanton Road") located in the 19th Land District, Land Lots 64 and 63 of Morgan County, Georgia, and further described as beginning at the point where Stanton Road commences at the Walton County and Morgan County line and runs approximately 3,000 feet east to its intersection with Sewell Church Road; and

(b) All that strip of land forming that portion of Sewell Church Road (County Road 46) right of way located in the 19th Land District, Land Lots 34, 63, and 62 of Morgan County, Georgia, and further described as beginning at its intersection with Sewell Lane and running approximately 3,740 feet north until it intersects with GDOT-owned right of way just south of a bridge over Interstate 20 in Morgan County, Georgia.

(c)

Shane Short with the JDA gave a brief history of the JDA and its purpose.

Andrea Gray outlined the areas in the abandonment request.

The request is being made to develop the remaining portion of the industrial park. The road portions included in the request run through the middle of the industrial property.

Chairman von Hanstein opened the floor for public comment.
Public comments were made by:
Alan Verner, JDA Chairman, conveyed the support of the JDA for the abandonment request.

Other public comments were made by:
Richard Harris, member of Sewell Church
Sandy Morehouse, Morgan County property owner
Robby Lanier, Morgan County Resident
Lee Whitaker, Morgan County Resident

Residents were concerned how the road abandonment would impact church members, future development and wanted access to the industrial park.

The public hearing concluded at 10:00 a.m.

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Philipp von Hanstein, Chairman

ATTEST:

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Leslie Brandt, County Clerk

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA, MET THIS DAY IN A SPECIAL CALLED MEETING.

MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.

PRESENT: Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

STAFF: County Manager Adam Mestres, County Attorney Christian Henry, and County Clerk Leslie Brandt.

The meeting was called to order at 10:00 a.m., followed by the Pledge of Allegiance and Invocation.

AGENDA APPROVAL

Motion by Commissioner Ainslie, Seconded by Commissioner Riden to approve agenda as presented. Unanimously Approved.

ROAD ABANDONMENT FOR PORTIONS OF SEWELL CHURCH ROAD (CR-46) AND STANTON ROAD (CR-368) IN ITS ENTIRETY (2021-RES-002)
A request made by an adjoining landowner (the Joint Development Authority) to the Board of Commissioners of Morgan County that it consider abandoning the right of way of:

(a) All that strip of land forming Stanton Road (County Road 368) right of way a/k/a Unnamed Road ("Stanton Road") located in the 19th Land District, Land Lots 64 and 63 of Morgan County, Georgia, and further described as beginning at the point where Stanton Road commences at the Walton County and Morgan County line and runs approximately 3,000 feet east to its intersection with Sewell Church Road; and

(b) All that strip of land forming that portion of Sewell Church Road (County Road 46) right of way located in the 19th Land District, Land Lots 34, 63, and 62 of Morgan County, Georgia, and further described as beginning at its intersection with Sewell Lane and running approximately 3,740 feet north until it intersects with GDOT-owned right of way just south of a bridge over Interstate 20 in Morgan County, Georgia.

MOTION by Commissioner Ainslie, Seconded by Commissioner Harris to approve Resolution 2021-RES-002 to abandon portions of Sewell Church Road (CR-46-) and Stanton Road (CR-368) in its entirety as presented. Unanimously Approved.

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to exit the Special Called Meeting and adjourn at 10:03 a.m. Unanimously Approved.

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Philipp von Hanstein, Chairman

ATTEST:

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Leslie Brandt, County Clerk

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA, MET THIS DAY FOR A WORK SESSION.

MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.

PRESENT: Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

STAFF: County Manager Adam Mestres, Planning Director Chuck Jarrell, County Attorney Christian Henry, Procurement Director Mark Williams, and County Clerk Leslie Brandt.

The meeting was called to order at 3:00 p.m.

DISCUSSION OF DEVELOPMENT REGULATIONS

Planning Director, Chuck Jarrell discussed the ongoing updates to the development regulations and received feedback from the Board.

The Board will address the current moratorium on subdivisions at the March 2, 2021 Board meeting.

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Philipp von Hanstein, Chairman

ATTEST:

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Leslie Brandt, County Clerk

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA, MET THIS DAY IN REGULAR SESSION.

MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.

PRESENT: Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

STAFF: County Manager Adam Mestres, County Attorney Christian Henry, Procurement Director Mark Williams, and County Clerk Leslie Brandt.

The meeting was called to order at 5:00 p.m., followed by the Pledge of Allegiance and Invocation.

AGENDA APPROVAL

Motion by Commissioner Ainslie, Seconded by Commissioner Harris to approve agenda with the following addition: JAG Agreement under New Business. Unanimously Approved.

SERVICE DELIVERY STRATEGY AMENDMENT

The City of Madison is making a request to amend the current Service Delivery Strategy (SDS) approved by The Georgia Department of Community Affairs (DCA) in March 2019. The amendment requested is to add a new service titled Facility - Madison-Morgan County Boys and Girls Club. This would be a county-wide service provided by the City of Madison.

Motion by Commissioner Harris, Seconded by Commissioner Kurtz to approve resolution 2021-RES-006 SDS Amendment as presented. Unanimously Approved.

TAX COMMISSIONER-RESOLUTION TO WAIVE AMOUNTS OWED FOR PENALTIES & INTEREST

Motion by Commissioner Riden, Seconded by Commissioner Harris to approve resolution 2021-RES-003 approving the Morgan County Tax Commissioner to waive certain penalties and interest as presented. Unanimously Approved.

TAX COMMISSIONER-RESOLUTION TO WAIVE AMOUNTS OWED

Motion by Commissioner Kurtz, Seconded by Commissioner Harris to approve resolution 2021-RES-004 authorizing the Morgan County Tax Commissioner to waive certain amounts of taxes owed as presented. Unanimously Approved.

TAX COMMISSIONER-RESOLUTION FOR JUDICIAL IN REM

Motion by Commissioner Riden, Seconded by Commissioner Kurtz to approve resolution 2021-RES-005 approving judicial in rem foreclosures by the Morgan County Tax Commissioner as presented. Unanimously Approved.

RESOURCE PRESERVATION ADVISORY BOARD VACANCY

Elzata Brown submitted an application to be considered for reappointment to the Morgan County Resource Preservation Advisory Board. Ms. Brown's term expired 12/31/2020. No other applications were received.

Motion by Commissioner Harris, Seconded by Commissioner Riden to reappoint Elzata Brown to the Morgan County Resource Preservation Advisory Board with term ending 12/31/2023. Unanimously Approved.

PLANNING COMMISSION BOARD VACANCY

Blake McCormack submitted an application for the Planning Commission Board to fill the vacant term of Brian Lehman that expired 12/31/2020. No other applications were received.

Motion by Commissioner Riden, Seconded by Commissioner Harris to appoint Blake McCormack to the Morgan County Planning Commission Board with term ending 12/31/2023. Unanimously Approved.

PROPERTY TO BE DECLARED SURPLUS

The following items were presented to be declared surplus property:

DESCRIPTION	DEPT
Laminate wood computer cart	Tax Commissioner
4 drawer vetical file cabinet	BOC
Laminate wood desk	BOC
Wood podium	BOC
1990 Dodge Ram Van VIN: 2B5WB35Y5LK745892	BOC
2002 Ford Econoline Van VIN: 1FBSS31L62HA32053	BOC
4 executive chairs	Unknown
7 boxes of 25x29x4 Merv 10 filters	Public Buildings
6 boxes of 25x29x4 Merv 8 filters	Public Buildings
3 boxes of 24x24x4 Merv 8 filters	Public Buildings
2 boxes of 20x24x4 Merve 8 filters	Public Buildings
Husqvarna back pack blower model 155BT	Public Buildings
Husqvarna gas trimmer model 626L	Public Buildings
Husqvarna 7 HP push mower with bagger	Public Buildings
Hero Paint sprayer	Public Buildings
Countyline pressure washer	Public Buildings
GMC Denali – VIN – 1GKFK66U92J337530	Sheriff's Office
John Deere Mower F1455 – s/n – M01145X185076	Sheriff's Office
11 Motoroal XPR 6550 radios	Sheriff's Office
15 Motoroal XPR 6550 batteries	Sheriff's Office
5 Motoroal portable radio shoulder mics	Sheriff's Office
11 law enforcement light bars	Sheriff's Office
Motorola multi bank charger	Sheriff's Office
Yuneech drone	Sheriff's Office
Approximately 25 pallets of bricks	Sheriff's Office
9 doors	Sheriff's Office
Pallet of drop ceiling light covers	Sheriff's Office
Pallet of ceramic tile	Sheriff's Office
Military surplus decontamination washer	Sheriff's Office
Airmunnitions equipment	Sheriff's Office
Lot of computer equipment - monitors, keyboard, routers, etc..	Sheriff's Office
2 ceiling mounted projectors with bulbs	Sheriff's Office
Industrial shop heater	Sheriff's Office
Mule parking lot vacumm machine	Sheriff's Office
Driving simulator console	Sheriff's Office
3 military surplus generators	Sheriff's Office
Driver's side Toyota Tundra door	Sheriff's Office
Driver's side Toyota Sequois door	Sheriff's Office

Motion by Commissioner Kurtz, Seconded by Commissioner Harris to declare the items presented as surplus to be sold/disposed. Unanimously Approved.

PURCHASE OF RADAR UNITS

The Sheriff's Office has obtained quotes to purchase of nine new radar units to be installed in the nine new patrol cars. The Sheriff's Office recommends purchasing the patrol model from Stalker for $15,295.50.

Motion by Commissioner Ainslie, Seconded by Commissioner Kurtz to approve the purchase of Radars from Stalker for $15,295.50. Unanimously Approved.

EQUIPMENT FOR SHERIFF'S VEHICLES

The Sheriff's Office has obtained quotes for the purchase and installation of emergency equipment on the nine new patrol cars that have been ordered. Sheriff's Office recommends purchasing from Interceptor for $94,232.43 ($ 10470.27 per vehicle).

Motion by Commissioner Ainslie, Seconded by Commissioner Riden to approve the purchase from Interceptor for $94,242.43. Unanimously Approved.

JAG AGREEMENT

Every five years the County enters into an agreement for probation services. JAG (Judicial Alternative of GA) is the entity that provides that service for Morgan County for Probate, Municipal and Superior Court. The current agreements on file do not expire until November 30,

2022. However, since there has been a change in the Judge for Superior Court, a new agreement must be approved and signed by the new Judge and the Board of Commissioners. Other than the change in the Superior Court Judge, the agreement remains the same and will expire concurrently with the agreements for Probate and Municipal Court on November 30, 2022.

Motion by Commissioner Ainslie, Seconded by Commissioner Harris to approve the JAG agreement for probation services for Superior Court to expire November 30, 2022. Unanimously Approved.

COMMISSIONNER LIAISON REPORTS
Commissioners gave updates on Liaison assignments.

PUBLIC COMMENTS ON AGENDA ITEMS
Public comments were made by:
Mike Conrads, Morgan County Resident

MOTION by Commissioner Ainslie, seconded by Commissioner Riden to exit regular session and adjourn 5:34 p.m. Unanimously Approved.

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Philipp von Hanstein, Chairman

ATTEST:

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Leslie Brandt, County Clerk

100-SUNTRUST GENERAL POOLED-SUNTRUST

CHECK NO.	CHK DATE	VENDOR IDENTIFICATION	VENDOR NAME	TYPE		AMOUNT	VOID	OUTSTD
35853	01/14/2021	ICJE	ICJE	MANUAL	$	0.00		No
35938	01/21/2021	LOWE'S PUBLIC SAFETY FIRE	LOWE'S	MANUAL	$	0.00		No
36107	02/04/2021	ACADEMY LOCK & KEY INC	ACADEMY LOCK & KEY INC	DIRECT	$	2,258.55		Yes
36108	02/04/2021	ACCG-GSIWCF	ACCG-GSIWCF	DIRECT	$	141,681.00		Yes
36109	02/04/2021	ALL TURF	ALL TURF	DIRECT	$	1,200.00		Yes
36110	02/04/2021	AT&T	AT&T	DIRECT	$	2,013.30		Yes
36111	02/04/2021	ATHENS JANITOR SUPPLY CO.	ATHENS JANITOR SUPPLY CO.	DIRECT	$	77.30		Yes
36112	02/04/2021	BAILEY, BOBBY L.	BOBBY L. BAILEY	DIRECT	$	280.00		Yes
36113	02/04/2021	BEAR CREEK REPORTING, INC.	BEAR CREEK REPORTING, INC.	DIRECT	$	1,497.50		Yes
36114	02/04/2021	BRANNON, ASHTON KANARD	ASHTON KANARD BRANNON	DIRECT	$	75.00		Yes
36115	02/04/2021	BRYAN, ANGELA M	ANGELA M BRYAN	DIRECT	$	73.50		Yes
36116	02/04/2021	CANON SOLUTIONS AMERICA	CANON SOLUTIONS AMERICA	DIRECT	$	291.76		Yes
36117	02/04/2021	CENTRAL GEORGIA EMC	CENTRAL GEORGIA EMC	MANUAL	$	0.00	VOIDED	Yes
36118	02/04/2021	CES-CITY ELECTRIC ACCOUNTS	CES-CITY ELECTRIC ACCOUNTS	DIRECT	$	1,559.08		Yes
36119	02/04/2021	CHALLENGER TEAMWEAR	CHALLENGER TEAMWEAR	DIRECT	$	304.10		Yes
36120	02/04/2021	CINTAS #201 DECATUR	CINTAS #201 DECATUR	DIRECT	$	36.53		Yes
36121	02/04/2021	CINTAS #201 DECATUR	CINTAS #201 DECATUR	DIRECT	$	122.80		Yes
36122	02/04/2021	CINTAS #201 DECATUR	CINTAS #201 DECATUR	DIRECT	$	114.34		Yes
36123	02/04/2021	COVETRUS NORTH AMERICA	COVETRUS NORTH AMERICA	DIRECT	$	710.30		Yes
36124	02/04/2021	DAVIS, BRENDA C. - CCR	BRENDA C. DAVIS, CCR	DIRECT	$	476.00		Yes
36125	02/04/2021	DOBBERSTEIN, VIVIAN LORENE	VIVIAN LORENE DOBBERSTEIN	DIRECT	$	805.00		Yes
36126	02/04/2021	ELLIS, ALISHA D	ALISHA D ELLIS	DIRECT	$	140.00		Yes
36127	02/04/2021	FONTIS WATER	FONTIS WATER	DIRECT	$	380.00		Yes
36128	02/04/2021	GEORGIA CORRECTIONAL IND MANUF	GEORGIA CORRECTIONAL IND MANUFACTU	DIRECT	$	106.95		Yes
36129	02/04/2021	GEORGIA TECHNOLOGY AUTHORITY	GEORGIA TECHNOLOGY AUTHORITY	DIRECT	$	53.42		Yes
36130	02/04/2021	GEORGIA TECHNOLOGY AUTHORITY	GEORGIA TECHNOLOGY AUTHORITY	DIRECT	$	363.89		Yes
36131	02/04/2021	GSB	GSB	DIRECT	$	2,865.00		Yes
36132	02/04/2021	HOOPENGARDNER, PEYTON	PEYTON HOOPENGARDNER	DIRECT	$	100.00		Yes
36133	02/04/2021	HORTON, TONY	TONY HORTON	DIRECT	$	315.00		Yes
36134	02/04/2021	HORTON, TONY	TONY HORTON	DIRECT	$	175.00		Yes
36135	02/04/2021	ICON SOFTWARE CORP	ICON SOFTWARE CORP	DIRECT	$	2,900.00		Yes
36136	02/04/2021	JACKSON, MITZI	MITZI JACKSON	DIRECT	$	276.50		Yes
36137	02/04/2021	KOFILE	KOFILE	DIRECT	$	1,777.44		Yes
36138	02/04/2021	LIFE PRESCRIPTIONS LLC	LIFE PRESCRIPTIONS LLC	DIRECT	$	50.00		Yes
36139	02/04/2021	MADISON ELECTRIC SUPPLY	MADISON ELECTRIC SUPPLY	DIRECT	$	2,059.61		Yes
36140	02/04/2021	MADISON RENTALS, INC	MADISON RENTALS, INC	DIRECT	$	495.00		Yes
36141	02/04/2021	MARTIN MARIETTA MATERIALS	MARTIN MARIETTA MATERIALS	DIRECT	$	795.16		Yes
36142	02/04/2021	MORGAN COUNTY BOARD OF EDUCATI	MORGAN COUNTY BOARD OF EDUCATION	DIRECT	$	18,808.32		Yes
36143	02/04/2021	MORGAN COUNTY CITIZEN	MORGAN COUNTY CITIZEN	DIRECT	$	116.25		Yes
36144	02/04/2021	MORGAN COUNTY CITIZEN	MORGAN COUNTY CITIZEN	DIRECT	$	116.25		Yes
36145	02/04/2021	OAK GROVE LANDFILL	OAK GROVE LANDFILL	DIRECT	$	25,839.48		Yes
36146	02/04/2021	PHILLIPS, JOSEPH	JOSEPH HUGH PHILLIPS	DIRECT	$	180.00		Yes
36147	02/04/2021	RDA SYSTEMS, INC.	RDA SYSTEMS, INC.	DIRECT	$	14,649.26		Yes
36148	02/04/2021	SNOW, CHARLES C.	CHARLES C. SNOW	DIRECT	$	180.00		Yes
36149	02/04/2021	STAPLES	STAPLES ADVANTAGE	DIRECT	$	22.33		Yes
36150	02/04/2021	TFS LEASING A PROGRAM OF DE LA	TFS LEASING A PROGRAM OF DE LAGE L	DIRECT	$	3,634.54		Yes
36151	02/04/2021	THE BIG GREEN SIGN CO., LLC	THE BIG GREEN SIGN CO., LLC	DIRECT	$	302.15		Yes
36152	02/04/2021	VAUGHTERS, CHRISTINA	CHRISTINA VAUGHTERS	DIRECT	$	130.00		Yes
36153	02/04/2021	VFIS	VFIS	DIRECT	$	5,235.00		Yes
36154	02/04/2021	WALLER, DONTAVIOUS	DONTAVIOUS WALLER	DIRECT	$	210.00		Yes
36155	02/04/2021	WALLER, DONTAVIOUS	DONTAVIOUS WALLER	DIRECT	$	70.00		Yes
36156	02/04/2021	WALLER, MARQUIS DONNELL	MARQUIS DONNELL WALLER	DIRECT	$	175.00		Yes
36157	02/04/2021	WALLER, MARQUIS DONNELL	MARQUIS DONNELL WALLER	DIRECT	$	105.00		Yes
36158	02/04/2021	WALLS, JACOB L	JACOB L WALLS	DIRECT	$	120.00		Yes
36159	02/04/2021	WALTON C & D LANDFILL	WALTON C & D LANDFILL	DIRECT	$	196.88		Yes
36160	02/04/2021	WEX BANK	WEX BANK	DIRECT	$	156.69		Yes
36161	02/04/2021	WINDOW WIZARDZ LLC	WINDOW WIZARDZ LLC	DIRECT	$	3,385.00		Yes
36162	02/04/2021	XEROX BUSINESS SOLUTIONS SOUTH	XEROX BUSINESS SOLUTIONS SOUTHEAST	DIRECT	$	65.58		Yes
36163	02/04/2021	BAKER, DEBRA	DEBRA BAKER	DIRECT	$	1,287.50		Yes
36164	02/04/2021	CAGLE, ALAN	ALAN CAGLE	DIRECT	$	50.00		Yes
36165	02/04/2021	CORRCARE, INC., C/O HUDSPETH A	CORRCARE, INC., C/O HUDSPETH ACCOU	DIRECT	$	13,219.00		Yes
36166	02/04/2021	HANSON, HARRY	HARRY HANSON	DIRECT	$	200.00		Yes
36167	02/04/2021	MADISON MORGAN CHAMBER OF COMM	MADISON MORGAN CHAMBER OF COMMERCE	DIRECT	$	3,551.67		Yes
36168	02/04/2021	MADISON-MORGAN COUNTY	MADISON-MORGAN COUNTY CONVENTION	DIRECT	$	2,500.00		Yes
36169	02/04/2021	MAULDIN, MISSY	MISSY MAULDIN	DIRECT	$	50.00		Yes
36170	02/04/2021	MERRITT, JR., CHARLES W.	CHARLES W. MERRITT, JR.	DIRECT	$	50.00		Yes
36171	02/04/2021	MORGAN COUNTY C ADAM E. CARTER	MORGAN COUNTY CORONER	DIRECT	$	50.00		Yes
36172	02/04/2021	MORGAN COUNTY HEALTH DEPARTMEN	MORGAN COUNTY HEALTH DEPARTMENT	DIRECT	$	14,166.67		Yes

CHECK NO.	CHK DATE	VENDOR IDENTIFICATION	VENDOR NAME	TYPE		AMOUNT	VOID	OUTSTD
36173	02/04/2021	MORGAN MEMORIAL HOSPITAL	MORGAN MEDICAL CENTER	DIRECT	$	83,333.33		Yes
36174	02/04/2021	MORRIS LAW, LLC	MORRIS LAW, LLC	DIRECT	$	550.00		Yes
36175	02/04/2021	NATIONAL EMERGENCY MEDICAL SER	NATIONAL EMERGENCY MEDICAL SERVICE	DIRECT	$	23,917.08		Yes
36176	02/04/2021	AZALEA REGIONAL LIBRARY SYSTEM	AZALEA REGIONAL LIBRARY SYSTEM	DIRECT	$	18,135.08		Yes
36181	02/11/2021	AG-PRO COMPANIES	AG-PRO LLC	DIRECT	$	1,663.21		Yes
36182	02/11/2021	ALL TURF	ALL TURF	DIRECT	$	2,400.00		Yes
36183	02/11/2021	AMAZON WEB SERVICES, INC.	AMAZON WEB SERVICES, INC.	DIRECT	$	37.20		Yes
36184	02/11/2021	ASSOCIATED PAPER	ASSOCIATED PAPER	DIRECT	$	2,174.13		Yes
36185	02/11/2021	AT&T CAPITAL SERVICES, INC.	AT&T CAPITAL SERVICES, INC.	DIRECT	$	2,413.83		Yes
36186	02/11/2021	ATHENS FORD	ATHENS FORD	DIRECT	$	897.50		Yes
36187	02/11/2021	ATHENS MICROCOMPUTER CENTER, I	ATHENS MICROCOMPUTER CENTER, INC.	DIRECT	$	2,132.25		Yes
36188	02/11/2021	BAKERS WASTE EQUIPMENT INC.	BAKERS WASTE EQUIPMENT INC.	DIRECT	$	29,561.00		Yes
36189	02/11/2021	BO'S WRECKER SERVICE	BO'S WRECKER SERVICE	DIRECT	$	87.99		Yes
36190	02/11/2021	BO'S WRECKER SERVICE	BO'S WRECKER SERVICE	DIRECT	$	27.99		Yes
36191	02/11/2021	BOUND TREE MEDICAL, LLC	BOUND TREE MEDICAL, LLC	MANUAL	$	0.00	VOIDED	Yes
36192	02/11/2021	BRANNON, ASHTON KANARD	ASHTON KANARD BRANNON	DIRECT	$	90.00		Yes
36193	02/11/2021	CHANCEY'S WRECKER SERVICE, INC	CHANCEY'S WRECKER SERVICE, INC.	DIRECT	$	405.00		Yes
36194	02/11/2021	CHARTER COMMUNICATIONS	CHARTER COMMUNICATIONS	DIRECT	$	3,476.54		Yes
36195	02/11/2021	CITY OF MADISON	CITY OF MADISON	DIRECT	$	19,757.00		Yes
36196	02/11/2021	CITY OF RUTLEDGE	CITY OF RUTLEDGE	DIRECT	$	62.00		Yes
36197	02/11/2021	CONNER'S AUTO PARTS	CONNER'S AUTO PARTS	DIRECT	$	1,661.73		Yes
36198	02/11/2021	CRIST, DAVID	DAVID WILLIAM CRIST	DIRECT	$	25.00		Yes
36199	02/11/2021	DANA SAFETY SUPPLY, INC.	DANA SAFETY SUPPLY, INC.	DIRECT	$	525.00		Yes
36200	02/11/2021	DATAMATX, INC	DATAMATX, INC	DIRECT	$	835.61		Yes
36201	02/11/2021	DUDE SOLUTIONS	DUDE SOLUTIONS	DIRECT	$	554.75		Yes
36202	02/11/2021	ELLIS, ALISHA D	ALISHA D ELLIS	DIRECT	$	130.00		Yes
36203	02/11/2021	GA LEEDS	GA LEEDS	DIRECT	$	600.00		Yes
36204	02/11/2021	GALLS	GALLS	DIRECT	$	598.10		Yes
36205	02/11/2021	GEORGIA SECRETARY OF STATE	GEORGIA SECRETARY OF STATE	DIRECT	$	1,077.30		Yes
36206	02/11/2021	GEORGIA SWIMMING	GEORGIA SWIMMING	DIRECT	$	109.00		Yes
36207	02/11/2021	GRAINGER	GRAINGER	DIRECT	$	109.00		Yes
36208	02/11/2021	HOOPENGARDNER, PEYTON	PEYTON HOOPENGARDNER	DIRECT	$	50.00		Yes
36209	02/11/2021	HORTON, TONY	TONY HORTON	DIRECT	$	245.00		Yes
36210	02/11/2021	INTERSTATE BATTERIES OF CENTRA	INTERSTATE BATTERIES OF CENTRAL SA	DIRECT	$	122.52		Yes
36211	02/11/2021	MADDOX, RACHEL	RACHEL MADDOX	MANUAL	$	0.00	VOIDED	Yes
36212	02/11/2021	MADISON ELECTRIC SUPPLY	MADISON ELECTRIC SUPPLY	DIRECT	$	322.10		Yes
36213	02/11/2021	MADISON-MORGAN COUNTY	MADISON-MORGAN COUNTY CONVENTION	DIRECT	$	2,500.00		Yes
36214	02/11/2021	MAGNUM ELECTRONICS, INC	MAGNUM ELECTRONICS, INC	DIRECT	$	699.40		Yes
36215	02/11/2021	MAINSTREET VETERINARY HOSPITAL	MAINSTREET VETERINARY HOSPITAL	DIRECT	$	794.59		Yes
36216	02/11/2021	MOBILE COMMUNICATIONS AMERICA,	MOBILE COMMUNICATIONS AMERICA, INC	DIRECT	$	125.00		Yes
36217	02/11/2021	MORGAN COUNTY CITIZEN	MORGAN COUNTY CITIZEN	DIRECT	$	25.00		Yes
36218	02/11/2021	MORGAN COUNTY CLERK OF SUPERIO	MORGAN COUNTY CLERK OF SUPERIOR CO	DIRECT	$	1,050.00		Yes
36219	02/11/2021	MORGAN COUNTY CLERK OF SUPERIO	MORGAN COUNTY CLERK OF SUPERIOR CO	DIRECT	$	89.99		Yes
36220	02/11/2021	MORGAN MEMORIAL HOSPITAL	MORGAN MEDICAL CENTER	DIRECT	$	247.00		Yes
36221	02/11/2021	MORGAN MEMORIAL HOSPITAL	MORGAN MEDICAL CENTER	DIRECT	$	17.00		Yes
36222	02/11/2021	NU-ART PRINTERS	NU-ART PRINTERS	DIRECT	$	280.00		Yes
36223	02/11/2021	O'REILLY AUTO PARTS	O'REILLY AUTO PARTS	DIRECT	$	32.65		Yes
36224	02/11/2021	OFFICE DEPOT	OFFICE DEPOT	DIRECT	$	1,153.96		Yes
36225	02/11/2021	PALMER'S WELDING SUPPLY INC	PALMER'S WELDING SUPPLY INC	DIRECT	$	49.00		Yes
36226	02/11/2021	PHILLIPS, JOSEPH	JOSEPH HUGH PHILLIPS	DIRECT	$	150.00		Yes
36227	02/11/2021	PRECISION DELTA CORPORATION	PRECISION DELTA CORPORATION	DIRECT	$	1,353.30		Yes
36228	02/11/2021	PRINTABILITY	PRINTABILITY	DIRECT	$	120.00		Yes
36229	02/11/2021	RHOADES QUALITY UPHOLSTERY	RHOADES QUALITY UPHOLSTERY	DIRECT	$	435.72		Yes
36230	02/11/2021	SATELLITE TRACKING OF PEOPLE,	SATELLITE TRACKING OF PEOPLE, LLC	DIRECT	$	95.79		Yes
36231	02/11/2021	SHRED-IT	SHRED-IT US JV LLC	DIRECT	$	50.50		Yes
36232	02/11/2021	SHRED-IT	SHRED-IT US JV LLC	DIRECT	$	101.00		Yes
36233	02/11/2021	SMITH, DELORES	DELORES SMITH	DIRECT	$	350.00		Yes
36234	02/11/2021	SNOW, CHARLES C.	CHARLES C. SNOW	DIRECT	$	150.00		Yes
36235	02/11/2021	STAPLES	STAPLES ADVANTAGE	DIRECT	$	257.34		Yes
36236	02/11/2021	SUNTRUST MERCHANT SERVICES	SUNTRUST MERCHANT SERVICES	DIRECT	$	434.09		Yes
36237	02/11/2021	TIRE DISCOUNTERS	TIRE DISCOUNTERS	DIRECT	$	1,578.60		Yes
36238	02/11/2021	TIRE DISCOUNTERS	TIRE DISCOUNTERS	DIRECT	$	516.72		Yes
36239	02/11/2021	TRANSUNION RISK AND ATLERNATIV	TRANSUNION RISK AND ATLERNATIVE	DIRECT	$	75.00		Yes
36240	02/11/2021	TRASH FLOW	TRASH FLOW	DIRECT	$	971.40		Yes
36241	02/11/2021	TRINITY SERVICES GROUP, INC.	TRINITY SERVICES GROUP, INC.	DIRECT	$	12,753.41		Yes
36242	02/11/2021	TRIPLE H TRANSPORT, INC.	TRIPLE H TRANSPORT, INC.	DIRECT	$	325.00		Yes
36243	02/11/2021	UNIFORMS UNLIMITED	UNIFORMS UNLIMITED	DIRECT	$	474.80		Yes
36244	02/11/2021	VERIZON WIRELESS	VERIZON WIRELESS	DIRECT	$	4,717.04		Yes
36245	02/11/2021	WALLER, DONTAVIOUS	DONTAVIOUS WALLER	DIRECT	$	245.00		Yes
36246	02/11/2021	WALLER, MARQUIS DONNELL	MARQUIS DONNELL WALLER	DIRECT	$	210.00		Yes
36247	02/11/2021	WALLS, JACOB L	JACOB L WALLS	DIRECT	$	80.00		Yes
36248	02/11/2021	WALTON EMC	WALTON EMC	DIRECT	$	1,157.20		Yes

CHECK NO.	CHK DATE	VENDOR IDENTIFICATION	VENDOR NAME	TYPE		AMOUNT	VOID	OUTSTD
36249	02/11/2021	WILSON, JODI LYNN	JODI LYNN WILSON	DIRECT	$	170.00		Yes
36250	02/11/2021	WITMER PUBLIC S WITMER PUBLIC	WITMER PUBLIC SAFETY GROUP, INC	DIRECT	$	155.95		Yes
36251	02/11/2021	XEROX BUSINESS SOLUTIONS SOUTH	XEROX BUSINESS SOLUTIONS SOUTHEAST	DIRECT	$	35.27		Yes
36256	02/16/2021	BELNICK RETAIL DBA FOLDINGCHA	BELNICK RETAIL LLC	DIRECT	$	3,627.37		Yes
36257	02/16/2021	BOUND TREE MEDICAL, LLC	BOUND TREE MEDICAL, LLC	DIRECT	$	81.51		Yes
36258	02/16/2021	CINTAS #201 DECATUR	CINTAS #201 DECATUR	DIRECT	$	492.77		Yes
36259	02/16/2021	ELLIS, ALISHA D	ALISHA D ELLIS	DIRECT	$	130.00		Yes
36260	02/16/2021	GEORGIA POWER C 105090	GEORGIA POWER COMPANY	DIRECT	$	29,927.10		Yes
36261	02/16/2021	GREAT ESTATES LANDSCAPING	GREAT ESTATES LANDSCAPING, LLC	DIRECT	$	200.00		Yes
36262	02/16/2021	HALL BOOTH SMITH, P.C.	HALL BOOTH SMITH, P.C.	DIRECT	$	3,937.50		Yes
36263	02/16/2021	HANSON, CHARLES	CHARLES T. HANSON	DIRECT	$	200.00		Yes
36264	02/16/2021	HORTON, TONY	TONY HORTON	DIRECT	$	140.00		Yes
36265	02/16/2021	MADDOX, TAMARA	TAMARA MADDOX	DIRECT	$	190.08		Yes
36266	02/16/2021	WALLER, DONTAVIOUS	DONTAVIOUS WALLER	DIRECT	$	140.00		Yes
36267	02/16/2021	WALLER, MARQUIS DONNELL	MARQUIS DONNELL WALLER	DIRECT	$	140.00		Yes
36268	02/16/2021	WALLS, JACOB L	JACOB L WALLS	DIRECT	$	130.00		Yes
36269	02/16/2021	WALTON EMC	WALTON EMC	DIRECT	$	2,693.60		Yes
36287	02/23/2021	CENTRAL GEORGIA EMC	CENTRAL GEORGIA EMC	DIRECT	$	813.00		Yes
36289	02/25/2021	ACCA -ATHENS COMMUNITY COUNCIL	ACCA -ATHENS COMMUNITY COUNCIL ON	DIRECT	$	150.00		Yes
36290	02/25/2021	ACCG PENSION TRUST	ACCG PENSION TRUST	DIRECT	$	472,737.00		Yes
36291	02/25/2021	ASSOCIATED PAPER	ASSOCIATED PAPER	DIRECT	$	1,688.98		Yes
36292	02/25/2021	AT&T	AT&T	DIRECT	$	1,126.00		Yes
36293	02/25/2021	ATLANTA FUEL COMPANY	ATLANTA FUEL COMPANY	DIRECT	$	321.40		Yes
36294	02/25/2021	BEAR CREEK REPORTING, INC.	BEAR CREEK REPORTING, INC.	DIRECT	$	200.00		Yes
36295	02/25/2021	BO'S WRECKER SERVICE	BO'S WRECKER SERVICE	DIRECT	$	268.97		Yes
36296	02/25/2021	BROWN OIL DISTRIBUTORS	BROWN OIL DISTRIBUTORS	DIRECT	$	25.00		Yes
36297	02/25/2021	BURKE, CRYSTAL	CRYSTAL BURKE	DIRECT	$	100.00		Yes
36298	02/25/2021	CANON SOLUTIONS AMERICA	CANON SOLUTIONS AMERICA	DIRECT	$	19.58		Yes
36299	02/25/2021	CES-CITY ELECTRIC ACCOUNTS	CES-CITY ELECTRIC ACCOUNTS	DIRECT	$	1,207.68		Yes
36300	02/25/2021	CHANCEY'S WRECKER SERVICE, INC	CHANCEY'S WRECKER SERVICE, INC.	DIRECT	$	175.00		Yes
36301	02/25/2021	CINTAS #201 DECATUR	CINTAS #201 DECATUR	DIRECT	$	279.26		Yes
36302	02/25/2021	COVERT TRACK GROUP, INC.	COVERT TRACK GROUP, INC.	DIRECT	$	994.00		Yes
36303	02/25/2021	DAVIS, BRENDA C. - CCR	BRENDA C. DAVIS, CCR	DIRECT	$	2,382.00		Yes
36304	02/25/2021	DELL MARKETING LP C/O DELL USA	DELL MARKETING LP C/O DELL USA LP	DIRECT	$	1,157.17		Yes
36305	02/25/2021	DIRECTV	DIRECTV	DIRECT	$	83.99		Yes
36306	02/25/2021	DISH NETWORK	DISH NETWORK	DIRECT	$	198.05		Yes
36307	02/25/2021	GEORGIA FIREFIGHTERS PENSION F	GEORGIA FIREFIGHTERS PENSION FUND	DIRECT	$	1,425.00		Yes
36308	02/25/2021	GEORGIA PUBLIC SAFETY TRAINING	GEORGIA PUBLIC SAFETY TRAINING CEN	DIRECT	$	119.25		Yes
36309	02/25/2021	GEORGIA SWIMMING	GEORGIA SWIMMING	DIRECT	$	72.00		Yes
36310	02/25/2021	GRAINGER	GRAINGER	DIRECT	$	446.89		Yes
36311	02/25/2021	GREENE COUNTY RECREATION DEPAR	GREENE COUNTY RECREATION DEPARTMEN	DIRECT	$	105.00		Yes
36312	02/25/2021	HAMBY, ROBERT	ROBERT HAMBY	DIRECT	$	201.91		Yes
36313	02/25/2021	HASTY AWARDS INC	HASTY AWARDS INC	DIRECT	$	179.78		Yes
36314	02/25/2021	HI-LINE INC	HI-LINE INC	DIRECT	$	225.85		Yes
36315	02/25/2021	HOUSEMAN PEST CONTROL INC	HOUSEMAN PEST CONTROL INC	DIRECT	$	1,539.00		Yes
36316	02/25/2021	HYDRACO	HYDRACO	DIRECT	$	264.35		Yes
36317	02/25/2021	J C NASH TRUCK PARTS	J C NASH TRUCK PARTS	DIRECT	$	1,599.90		Yes
36318	02/25/2021	KOFILE	KOFILE	DIRECT	$	1,468.32		Yes
36319	02/25/2021	LEGAL RESEARCH ASSOCIATES	LEGAL RESEARCH ASSOCIATES	DIRECT	$	75.00		Yes
36320	02/25/2021	LOWE'S PUBLIC BLDGS	LOWE'S	DIRECT	$	2,988.70		Yes
36321	02/25/2021	LOWE'S PUBLIC SAFETY FIRE	LOWE'S	DIRECT	$	827.79		Yes
36322	02/25/2021	LOWE'S REC DEPT	LOWE'S	DIRECT	$	222.12		Yes
36323	02/25/2021	LOWE'S ROADS	LOWE'S	DIRECT	$	144.72		Yes
36324	02/25/2021	MACK ,CCR, DENNI K.	DENNI K. MACK ,CCR	DIRECT	$	338.00		Yes
36325	02/25/2021	MADISON ELECTRIC SUPPLY	MADISON ELECTRIC SUPPLY	DIRECT	$	68.00		Yes
36326	02/25/2021	MADISON EMERGENCY GROUP PC	MADISON EMERGENCY GROUP PC	DIRECT	$	63.85		Yes
36327	02/25/2021	MADISON RENTALS, INC	MADISON RENTALS, INC	DIRECT	$	367.70		Yes
36328	02/25/2021	METROPOLITAN COMMUNICATIONS	METROPOLITAN COMMUNICATIONS	DIRECT	$	1,050.00		Yes
36329	02/25/2021	MORGAN COUNTY BOARD OF EDUCATI	MORGAN COUNTY BOARD OF EDUCATION	DIRECT	$	19,606.92		Yes
36330	02/25/2021	MORGAN COUNTY CLERK OF SUPERIO	MORGAN COUNTY CLERK OF SUPERIOR CO	DIRECT	$	41.00		Yes
36331	02/25/2021	MORGAN COUNTY CLERK OF SUPERIO	MORGAN COUNTY CLERK OF SUPERIOR CO	DIRECT	$	41.00		Yes
36332	02/25/2021	MORGAN MEMORIAL HOSPITAL	MORGAN MEDICAL CENTER	DIRECT	$	149.00		Yes
36333	02/25/2021	MORGAN MEMORIAL HOSPITAL	MORGAN MEDICAL CENTER	DIRECT	$	58.44		Yes
36334	02/25/2021	MORGAN MEMORIAL HOSPITAL	MORGAN MEDICAL CENTER	DIRECT	$	375.62		Yes
36335	02/25/2021	MORGAN MEMORIAL HOSPITAL	MORGAN MEDICAL CENTER	DIRECT	$	187.84		Yes
36336	02/25/2021	MYERS TIRE SUPPLY DISTRIBUTION	MYERS TIRE SUPPLY DISTRIBUTION, IN	DIRECT	$	744.84		Yes
36337	02/25/2021	NATIONAL BUSINESS FURNITURE	NATIONAL BUSINESS FURNITURE	DIRECT	$	1,139.80		Yes
36338	02/25/2021	OFFICE DEPOT	OFFICE DEPOT	DIRECT	$	119.49		Yes
36339	02/25/2021	PEGGY'S WASTE OIL	PEGGY'S WASTE OIL	DIRECT	$	100.00		Yes
36340	02/25/2021	PETERS, JACOB	JACOB PETERS	DIRECT	$	462.00		Yes
36341	02/25/2021	PIEDMONT WATER COMPANY	PIEDMONT WATER COMPANY	DIRECT	$	2,400.00		Yes
36342	02/25/2021	POWERPHONE, INC	POWERPHONE, INC	DIRECT	$	258.00		Yes

CHECK NO.	CHK DATE	VENDOR IDENTIFICATION	VENDOR NAME	TYPE		AMOUNT	VOID	OUTSTD
36343	02/25/2021	PUBLIC SAFETY UNIFORM & SUPPLY	PUBLIC SAFETY UNIFORM & SUPPLY	DIRECT	$	266.00		Yes
36344	02/25/2021	QUALITY TIRE RECYCLING, INC	QUALITY TIRE RECYCLING, INC	DIRECT	$	587.35		Yes
36345	02/25/2021	QUILL CORPORATION	QUILL CORPORATION	DIRECT	$	113.95		Yes
36346	02/25/2021	ROSSEE OIL COMPANY, INC.	ROSSEE OIL COMPANY, INC.	DIRECT	$	424.59		Yes
36347	02/25/2021	SAMPSON, PHD, STEPHEN J	STEPHEN J SAMPSON, PHD	DIRECT	$	250.00		Yes
36348	02/25/2021	SHUMA, LLC	SHUMA, LLC	DIRECT	$	851.38		Yes
36349	02/25/2021	SIDNEY LEE WELDING SUPPLY, INC	SIDNEY LEE WELDING SUPPLY, INC.	DIRECT	$	137.40		Yes
36350	02/25/2021	SLAUGHTER SALES & SERVICE CO I	SLAUGHTER SALES & SERVICE CO IN	DIRECT	$	292.00		Yes
36351	02/25/2021	STAPLES	STAPLES ADVANTAGE	DIRECT	$	292.30		Yes
36352	02/25/2021	STRUCTURED TECHNOLOGIES, INC.	STRUCTURED TECHNOLOGIES, INC.	DIRECT	$	545.00		Yes
36353	02/25/2021	SYNERGISTIC SOFTWARE, INC.	SYNERGISTIC SOFTWARE, INC.	DIRECT	$	960.00		Yes
36354	02/25/2021	THREAT ADVICE	THREAT ADVICE	DIRECT	$	1,000.00		Yes
36355	02/25/2021	TIRE DISCOUNTERS	TIRE DISCOUNTERS	DIRECT	$	1,298.08		Yes
36356	02/25/2021	TK'S TIRE & AUTO PARTS	TK'S TIRE & AUTO PARTS	DIRECT	$	917.49		Yes
36357	02/25/2021	TLC TRANSMISSIONS INC.	TLC TRANSMISSIONS INC.	DIRECT	$	500.00		Yes
36358	02/25/2021	TOSHIBA BUSINESS SOLUTIONS, US	TOSHIBA BUSINESS SOLUTIONS, USA	DIRECT	$	1,311.05		Yes
36359	02/25/2021	TRINITY SERVICES GROUP, INC.	TRINITY SERVICES GROUP, INC.	DIRECT	$	12,759.19		Yes
36360	02/25/2021	TRIPLE POINT ENGINEERING	TRIPLE POINT ENGINEERING	DIRECT	$	10,001.25		Yes
36361	02/25/2021	TRUTH BOMB T SHIRTS	TRUTH BOMB T SHIRTS	DIRECT	$	210.00		Yes
36362	02/25/2021	UNIFORMS UNLIMITED	UNIFORMS UNLIMITED	DIRECT	$	219.50		Yes
36363	02/25/2021	UNITED REFRIGERATION, INC	UNITED REFRIGERATION, INC	DIRECT	$	225.36		Yes
36364	02/25/2021	VALLEY PROPANE	VALLEY PROPANE	DIRECT	$	12,481.31		Yes
36365	02/25/2021	VERIZON CONNECT NWF, INC.	VERIZON CONNECT NWF, INC.	DIRECT	$	161.90		Yes
36366	02/25/2021	WAL-MART STORES INC	WAL-MART STORES INC	DIRECT	$	35.02		Yes
36367	02/25/2021	WALTON C & D LANDFILL	WALTON C & D LANDFILL	DIRECT	$	263.38		Yes
36368	02/25/2021	WALTON EMC	WALTON EMC	DIRECT	$	116.67		Yes
36369	02/25/2021	XEROX BUSINESS SOLUTIONS SOUTH	XEROX BUSINESS SOLUTIONS SOUTHEAST	DIRECT	$	262.77		Yes
36370	02/25/2021	XEROX FINANCIAL SERVICES	XEROX FINANCIAL SERVICES	DIRECT	$	167.00		Yes
36371	02/25/2021	GEORGIA DEPARTMENT OF TRANSPOR	GEORGIA DEPARTMENT OF TRANSPORTATI	DIRECT	$	5,524.55		Yes
36372	02/25/2021	CENTRAL GEORGIA EMC	CENTRAL GEORGIA EMC	DIRECT	$	186.67		Yes
			TOTAL BANK 100-SUNTRUST		$	1,125,159.81		

335-SUNTRUST TSPLOST-SUNTRUST

528	02/04/2021	CITY OF BOSTWICK	CITY OF BOSTWICK	DIRECT	$	7,972.33		Yes
529	02/04/2021	CITY OF BUCKHEAD	CITY OF BUCKHEAD	DIRECT	$	3,728.36		Yes
530	02/04/2021	CITY OF MADISON	CITY OF MADISON	DIRECT	$	86,862.75		Yes
531	02/04/2021	CITY OF RUTLEDGE	CITY OF RUTLEDGE	DIRECT	$	17,055.24		Yes
532	02/04/2021	INTERSTATE BATTERIES OF CENTRA	INTERSTATE BATTERIES OF CENTRAL SA	DIRECT	$	86.95		Yes
533	02/04/2021	MORRIS TRUCK REPAIR, INC.	MORRIS TRUCK REPAIR, INC.	DIRECT	$	35.00		Yes
534	02/04/2021	MORRIS TRUCK REPAIR, INC.	MORRIS TRUCK REPAIR, INC.	DIRECT	$	38.50		Yes
535	02/04/2021	TK'S TIRE & AUTO PARTS	TK'S TIRE & AUTO PARTS	DIRECT	$	14.99		Yes
536	02/11/2021	AG-PRO COMPANIES	AG-PRO LLC	DIRECT	$	64.87		Yes
537	02/11/2021	CONNER'S AUTO PARTS	CONNER'S AUTO PARTS	DIRECT	$	431.71		Yes
538	02/11/2021	FARMER'S HARDWARE	FARMER'S HARDWARE	MANUAL	$	0.00	VOIDED	Yes
539	02/11/2021	MARTIN MARIETTA MATERIALS	MARTIN MARIETTA MATERIALS	DIRECT	$	374.10		Yes
540	02/11/2021	MARTIN MARIETTA MATERIALS	MARTIN MARIETTA MATERIALS	DIRECT	$	392.81		Yes
541	02/11/2021	MARTIN MARIETTA MATERIALS	MARTIN MARIETTA MATERIALS	DIRECT	$	403.46		Yes
542	02/11/2021	YOUNGBLOOD MOTOR COMPANY	YOUNGBLOOD MOTOR COMPANY	DIRECT	$	24.78		Yes
543	02/16/2021	FARMER'S HARDWARE	FARMER'S HARDWARE	DIRECT	$	247.82		Yes
544	02/16/2021	HANSON AGGREGATES SOUTHEAST LL	HANSON AGGREGATES SOUTHEAST LLC	DIRECT	$	1,341.50		Yes
545	02/16/2021	MARTIN MARIETTA MATERIALS	MARTIN MARIETTA MATERIALS	DIRECT	$	9,086.28		Yes
546	02/16/2021	REYNOLDS-WARREN EQPT CO	REYNOLDS-WARREN EQPT CO	DIRECT	$	3,286.03		Yes
547	02/25/2021	FLINT EQUIPMENT COMPANY	FLINT EQUIPMENT COMPANY	DIRECT	$	76.34		Yes
548	02/25/2021	HANSON AGGREGATES SOUTHEAST LL	HANSON AGGREGATES SOUTHEAST LLC	DIRECT	$	713.32		Yes
549	02/25/2021	J C NASH TRUCK PARTS	J C NASH TRUCK PARTS	DIRECT	$	260.01		Yes
550	02/25/2021	MARTIN MARIETTA MATERIALS	MARTIN MARIETTA MATERIALS	DIRECT	$	18,570.01		Yes
551	02/25/2021	TIRE DISCOUNTERS	TIRE DISCOUNTERS	DIRECT	$	516.72		Yes
552	02/25/2021	TK'S TIRE & AUTO PARTS	TK'S TIRE & AUTO PARTS	DIRECT	$	74.99		Yes
553	02/25/2021	YANCEY BROTHERS COMPANY	YANCEY BROTHERS COMPANY	DIRECT	$	133.21		Yes
			TOTAL BANK 335-SUNTRUST		$	151,792.08		

SPLOST POOLED SPLOST POOLED ACCOUNT-SUNTRUST

2992	02/04/2021	CITY OF BOSTWICK	CITY OF BOSTWICK	DIRECT	$	4,391.19		Yes
2993	02/04/2021	CITY OF BUCKHEAD	CITY OF BUCKHEAD	DIRECT	$	2,195.60		Yes
2994	02/04/2021	CITY OF MADISON	CITY OF MADISON	DIRECT	$	54,734.73		Yes
2995	02/04/2021	CITY OF RUTLEDGE	CITY OF RUTLEDGE	DIRECT	$	8,777.82		Yes
			TOTAL BANK SPLOST POOLED		$	70,099.34		

CHECK NO.	CHK DATE	VENDOR IDENTIFICATION	VENDOR NAME	TYPE	AMOUNT	VOID	OUTSTD
				TOTAL ALL	$ 1,347,051.23		

MORGAN COUNTY GOVERNMENT
VENDOR ELECTRONIC PAYMENTS REGISTER REPORT
Executed By: lsayer

Bank: 100-SUNTRUST GENERAL POOLED-SUNTRUST

ELECTRONIC TYPE: DIRECT DEPOSIT ACH FILE

ETF NUMBER	ETF DATE	VENDOR IDENTIFICATION	VENDOR NAME	TYPE	AMOUNT	CHECKING	ACCOUNT #?	ROUTING #?	ACH ACTIVE
49473	02/04/2021	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	DIRECT	$ 3,103.57	Yes	Yes	Yes	Yes
49474	02/04/2021	BRANDT, LESLIE SMITH	LESLIE SMITH BRANDT	DIRECT	$ 50.00	Yes	Yes	Yes	Yes
49475	02/04/2021	CAGLE, SHANNON	SHANNON CAGLE	DIRECT	$ 40.00	Yes	Yes	Yes	Yes
49476	02/04/2021	CREW JR, WILLIAM T.	WILLIAM T. CREW JR	DIRECT	$ 50.00	Yes	Yes	Yes	Yes
49477	02/04/2021	DEAL, SHAUNN A.	SHAUNN A. DEAL	DIRECT	$ 50.00	Yes	Yes	Yes	Yes
49478	02/04/2021	FLOWERS, PHYLLIS	PHYLLIS D. FLOWERS	DIRECT	$ 300.00	Yes	Yes	Yes	Yes
49479	02/04/2021	NUNN, MARY S.	MARY S. NUNN	DIRECT	$ 50.00	Yes	Yes	Yes	Yes
49480	02/04/2021	OAKLEY, MARY	MARY ELIZABETH OAKLEY	DIRECT	$ 50.00	Yes	Yes	Yes	Yes
49481	02/04/2021	PROCTOR, AMANDA WAGES	AMANDA WAGES PROCTOR	DIRECT	$ 50.00	Yes	Yes	Yes	Yes
49486	02/04/2021	WOODARD, JANET	JANET WOODARD	DIRECT	$ 40.00	Yes	Yes	Yes	Yes
49489	02/11/2021	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	DIRECT	$ 5,274.46	Yes	Yes	Yes	Yes
49490	02/11/2021	BATEMAN COMMUNITY LIVING	BATEMAN COMMUNITY LIVING	DIRECT	$ 3,025.52	Yes	Yes	Yes	Yes
49491	02/11/2021	DURHAM, KEITH	KEITH J DURHAM	MANUAL	$ 0.00	Yes	Yes	Yes	Yes
49492	02/11/2021	RING, STEVEN	STEVEN RING	DIRECT	$ 94.00	Yes	Yes	Yes	Yes
49724	02/22/2021	DURHAM, KEITH	KEITH J DURHAM	DIRECT	$ 248.00	Yes	Yes	Yes	Yes
49725	02/25/2021	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	DIRECT	$ 8,202.07	Yes	Yes	Yes	Yes
49726	02/25/2021	ELSNER, DOTTIE	DOTTIE ELSNER	DIRECT	$ 88.68	Yes	Yes	Yes	Yes
49727	02/25/2021	MCCURLEY, SANDY	SANDY MCCURLEY	DIRECT	$ 320.24	Yes	Yes	Yes	Yes
49728	02/25/2021	RAY, LUCY	LUCY RAY	DIRECT	$ 59.00	Yes	Yes	Yes	Yes
			TOTAL TYPE: DIRECT DEPOSIT ACH FILE		$ 21,095.54				

ELECTRONIC TYPE: DIRECT DRAFTED/TRANSFERRED FROM ACCOUNT

49271	02/04/2021	NEW YORK CITIBANK	NEW YORK CITIBANK	DIRECT	$ 12,053.51	No	No	No	No
49482	02/04/2021	SUNTRUST MERCHANT CARD	SUNTRUST MERCHANT CARD PROCESSING	MANUAL	$ 0.00	No	No	No	No
49483	02/04/2021	SUNTRUST MERCHANT CARD	SUNTRUST MERCHANT CARD PROCESSING	MANUAL	$ 0.00	No	No	No	No
49484	02/04/2021	SUNTRUST MERCHANT CARD	SUNTRUST MERCHANT CARD PROCESSING	MANUAL	$ 0.00	No	No	No	No
49485	02/04/2021	SUNTRUST MERCHANT CARD	SUNTRUST MERCHANT CARD PROCESSING	MANUAL	$ 0.00	No	No	No	No
49494	02/10/2021	NEW YORK CITIBANK	NEW YORK CITIBANK	DIRECT	$ 44,926.56	No	No	No	No
49493	02/12/2021	CIGNA HEALTHCARE	CIGNA HEALTHCARE	DIRECT	$ 36,545.64	No	No	No	No
49720	02/16/2021	NEW YORK CITIBANK	NEW YORK CITIBANK	DIRECT	$ 15,696.31	No	No	No	No
49729	02/25/2021	BANK OF AMERICA	**AUTOMATIC VOID--VOUCHER OVERFLOW**	DIRECT	$**********0.00				
49730	02/25/2021	BANK OF AMERICA	BANK OF AMERICA	DIRECT	$ 10,589.83	No	No	No	No
			TOTAL TYPE: DIRECT DRAFTED/TRANSFERRED FROM ACCOUNT		$ 119,811.85				

TOTAL BANK: 100-SUNTRUST	$ 140,907.39
TOTAL ALL ELECTRONIC TRANSFERS =	$ 140,907.39

MORGAN COUNTY GOVERNMENT
FD-FUNC- EXPENDITURES SUMMARY REPORT
for Fiscal Year 2021 (2020-2021 FISCAL YEAR)
Posted and Distributed and Undistributed Figures
Executed By: lsayer

Code	Description	Appropriations	Outstanding Encumbrances	Expenditures For FEBRUARY	Expenditures Year-to-Date	Available Balance	Percent Used
FD 100	GENERAL FUND						
1100	LEGISLATIVE	$ 104,178.00	$ 0.00	$ 6,230.52	$ 62,689.28	$ 41,488.72	60.18
1130	CLERK OF COMMISSION	$ 81,947.00	$ 0.00	$ 5,415.61	$ 51,484.48	$ 30,462.52	62.83
1300	EXECUTIVE	$ 175,301.00	$ 0.00	$ 11,435.04	$ 99,497.54	$ 75,803.46	56.76
1400	ELECTIONS	$ 173,343.00	$ 0.00	$ 6,966.96	$ 116,527.81	$ 56,815.19	67.22
1510	FINANCIAL ADMINISTRATION	$ 315,450.00	$ 0.00	$ 19,848.99	$ 223,182.23	$ 92,267.77	70.75
1517	PURCHASING	$ 111,792.00	$ 5,006.00	$ 6,273.40	$ 70,714.29	$ 36,071.71	67.73
1530	LAW	$ 100,000.00	$ 0.00	$ 0.00	$ 38,141.21	$ 61,858.79	38.14
1535	MIS	$ 482,993.00	$ 30,847.50	$ 19,665.86	$ 307,157.35	$ 144,988.15	69.98
1540	HUMAN RESOURCES	$ 72,494.00	$ 0.00	$ 4,011.52	$ 51,064.64	$ 21,429.36	70.44
1545	TAX COMMISSIONER	$ 303,796.00	$ 0.00	$ 16,465.98	$ 179,439.32	$ 124,356.68	59.07
1550	TAX ASSESSOR	$ 478,647.00	$ 25,623.00	$ 29,310.60	$ 258,065.66	$ 194,958.34	59.27
1551	BOARD OF EQUALIZATION	$ 19,815.00	$ 0.00	$ 2,907.17	$ 14,404.30	$ 5,410.70	72.69
1555	RISK MANAGEMENT	$ 274,685.00	$ 0.00	$ 12,330.00-	$ 219,715.39	$ 54,969.61	79.99
1565	GENERAL GOVERNMENT BUILDINGS AND	$ 846,222.00	$ 46,780.28	$ 34,877.72	$ 472,232.57	$ 327,209.15	61.33
1566	GENERAL GOV'T BUILDINGS - PUBLIC	$ 141,060.00	$ 0.00	$ 5,668.71	$ 71,798.86	$ 69,261.14	50.90
1580	RECORDS MANAGEMENT	$ 14,307.00	$ 0.00	$ 986.47	$ 7,926.35	$ 6,380.65	55.40
1595	GENERAL ADMINISTRATION FEES	$ 958,591.00	$ 0.00	$ 0.00	$ 23,713.55	$ 934,877.45	2.47
2150	SUPERIOR COURT	$ 31,506.00	$ 0.00	$ 0.00	$ 23,633.06	$ 7,872.94	75.01
2180	CLERK OF SUPERIOR COURT	$ 582,229.00	$ 11,271.70	$ 30,180.47	$ 316,707.19	$ 254,250.11	56.33
2200	DISTRICT ATTORNEY	$ 84,143.00	$ 0.00	$ 4,248.34	$ 62,695.94	$ 21,447.06	74.51
2400	MAGISTRATE COURT	$ 356,728.00	$ 0.00	$ 24,879.03	$ 228,908.23	$ 127,819.77	64.17
2450	PROBATE COURT	$ 300,808.00	$ 0.00	$ 20,800.83	$ 184,815.28	$ 115,992.72	61.44
2600	JUVENILE COURT	$ 54,253.00	$ 0.00	$ 0.00	$ 45,235.50	$ 9,017.50	83.38
2800	PUBLIC DEFENDER	$ 62,772.00	$ 0.00	$ 0.00	$ 62,771.18	$ 0.82	100.00
3310	LAW ENFORCEMENT ADMINISTRATION	$ 592,230.00	$ 0.00	$ 27,101.94	$ 293,453.62	$ 298,776.38	49.55
3321	CRIMINAL INVESTIGATION	$ 411,291.00	$ 0.00	$ 29,312.59	$ 260,815.62	$ 150,475.38	63.41
3323	UNIFORM PATROL	$ 1,342,229.00	$ 0.00	$ 98,828.02	$ 882,902.59	$ 459,326.41	65.78
3326	JAIL OPERATIONS	$ 2,025,058.00	$ 0.00	$ 115,382.10	$ 1,226,119.16	$ 798,938.84	60.55
3360	COURT SERVICES	$ 250,458.00	$ 0.00	$ 17,589.23	$ 152,382.69	$ 98,075.31	60.84
3500	FIRE	$ 1,060,953.00	$ 85,507.11	$ 43,373.85	$ 504,423.64	$ 471,022.25	55.60
3600	EMERGENCY MEDICAL SERVICES (EMS)	$ 315,005.00	$ 0.00	$ 23,917.08	$ 200,241.60	$ 114,763.40	63.57
3700	CORONER/MEDICAL EXAMINER	$ 32,333.00	$ 0.00	$ 1,708.41	$ 17,864.69	$ 14,468.31	55.25
3910	ANIMAL SERVICES	$ 311,108.00	$ 0.00	$ 18,872.59	$ 191,288.94	$ 119,819.06	61.49
3920	EMERGENCY MANAGEMENT	$ 80,208.00	$ 400.00	$ 4,204.15	$ 52,157.48	$ 27,650.52	65.53
4200	ROADS, STREETS, AND BRIDGES	$ 990,550.00	$ 0.00	$ 50,992.46	$ 475,545.96	$ 515,004.04	48.01
4900	MAINTENANCE AND SHOP	$ 200,652.00	$ 0.00	$ 13,766.09	$ 131,869.67	$ 68,782.33	65.72
5100	HEALTH	$ 1,199,548.00	$ 0.00	$ 97,500.00	$ 802,161.00	$ 397,387.00	66.87
5400	WELFARE	$ 50,412.00	$ 0.00	$ 0.00	$ 37,809.00	$ 12,603.00	75.00
5520	SENIOR CITIZENS CENTER	$ 368,794.00	$ 0.00	$ 18,725.77	$ 191,440.61	$ 177,353.39	51.91
5540	TRANSPORTATION SERVICES	$ 403,261.00	$ 0.00	$ 21,639.67	$ 198,211.14	$ 205,049.86	49.15
6120	YOUTH ATHLETICS	$ 91,700.00	$ 6,520.00	$ 2,464.38	$ 58,466.24	$ 26,713.76	70.87
6124	SWIMMING POOLS	$ 111,400.00	$ 0.00	$ 869.00	$ 79,692.13	$ 31,707.87	71.54
6125	ADULT ATHLETICS	$ 11,700.00	$ 0.00	$ 420.00	$ 5,633.58	$ 6,066.42	48.15
6130	SPORTS FACILITIES	$ 0.00	$ 0.00	$ 2,600.00-	$ 0.00	$ 0.00	100.00
6180	SPECIAL RECREATIONAL FACILITIES-	$ 3,900.00	$ 0.00	$ 2,925.00	$ 4,324.29	$ 424.29-	110.88
6190	SPECIAL EVENTS & PROGRAMS	$ 46,950.00	$ 0.00	$ 669.00	$ 7,061.69	$ 39,888.31	15.04
6200	PARKS	$ 796,027.00	$ 22,438.00	$ 49,539.08	$ 485,276.13	$ 288,312.87	63.78
6500	LIBRARIES	$ 217,621.00	$ 0.00	$ 18,135.08	$ 145,080.64	$ 72,540.36	66.67
7130	AGRICULTURAL RESOURCES	$ 171,252.00	$ 0.00	$ 12,159.72	$ 109,926.60	$ 61,325.40	64.19
7131	SOIL CONSERVATION	$ 46,819.00	$ 0.00	$ 3,583.84	$ 27,748.28	$ 19,070.72	59.27
7140	FOREST RESOURCES	$ 30,260.00	$ 0.00	$ 0.00	$ 29,879.00	$ 381.00	98.74
7200	PROTECTIVE INSPECTION	$ 310,524.00	$ 0.00	$ 15,528.77	$ 168,210.13	$ 142,313.87	54.17
7400	PLANNING AND ZONING	$ 228,573.00	$ 0.00	$ 13,309.49	$ 145,497.33	$ 83,075.67	63.65
7500	ECONOMIC DEVELOPMENT AND RESOURC	$ 42,975.00	$ 0.00	$ 3,551.67	$ 28,413.36	$ 14,561.64	66.12
8000	DEBT SERVICE	$ 6,257.00	$ 0.00	$ 0.00	$ 0.00	$ 6,257.00	0.00
9000	OTHER FINANCING USES	$ 1,440,014.00	$ 0.00	$ 0.00	$ 770,000.00	$ 670,014.00	53.47
100	GENERAL FUND	$ 19,317,122.00	$ 234,393.59	$ 941,312.20	$ 10,876,418.02	$ 8,206,310.39	57.52
GRAND TOTAL		$ 19,317,122.00	$ 234,393.59	$ 941,312.20	$ 10,876,418.02	$ 8,206,310.39	57.52

MORGAN COUNTY GOVERNMENT
FD-FUNC-SOURCE REVENUES SUMMARY REPORT
for Fiscal Year 2021 (2020-2021 FISCAL YEAR)
Posted and Distributed and Undistributed Figures
Executed By: lsayer

Code	Description	Estimated Revenue	Est. Revenue For FEBRUARY	Revenue For FEBRUARY	Revenue YTD	Unrealized Balance	Percent Real
FD 100 GENERAL FUND							
FUNC 1400 ELECTIONS							
33.1150	INDIRECT GRANT REVENUE	$ 0.00	$ 0.00	$ 0.00	$ 193.20	$ 193.20-	100.00
33.4000	STATE GRANTS	$ 0.00	$ 0.00	$ 0.00	$ 2,500.73	$ 2,500.73-	100.00
34.1910	ELECTION QUALIFYING FEE	$ 2,500.00	$ 0.00	$ 0.00	$ 0.00	$ 2,500.00	0.00
1400	ELECTIONS	$ 2,500.00	$ 0.00	$ 0.00	$ 2,693.93	$ 193.93-	107.76
FUNC 1515 TREASURY							
31.1100	REAL PROPERTY-CURRENT YEAR	$ 10,193,474.00	$ 0.00	$ 283,844.21	$ 9,487,517.94	$ 705,956.06	93.07
31.1120	REAL PROPERTY-TIMBER	$ 30,000.00	$ 0.00	$ 1,012.20	$ 13,030.94	$ 16,969.06	43.44
31.1200	REAL PROPERTY-PRIOR YEAR	$ 50,000.00	$ 0.00	$ 293.71	$ 8,890.46	$ 41,109.54	17.78
31.1300	PERSONAL PROPERTY-CURRENT YEAR	$ 15,000.00	$ 0.00	$ 2,099.65	$ 3,764.68	$ 11,235.32	25.10
31.1310	MOTOR VEHICLE	$ 150,000.00	$ 0.00	$ 15,918.53	$ 80,930.31	$ 69,069.69	53.95
31.1315	MOTOR VEHICLE TAVT	$ 1,200,000.00	$ 0.00	$ 103,397.93	$ 772,117.21	$ 427,882.79	64.34
31.1316	MOTOR VEHICLE AAVT	$ 12,000.00	$ 0.00	$ 0.00	$ 0.00	$ 12,000.00	0.00
31.1320	MOBILE HOME	$ 2,500.00	$ 0.00	$ 62.93	$ 343.65	$ 2,156.35	13.75
31.1340	INTANGIBLES (REGULAR AND RECORDIN	$ 150,000.00	$ 0.00	$ 21,343.23	$ 185,268.05	$ 35,268.05-	123.51
31.1350	RAILROAD EQUIPMENT	$ 20,000.00	$ 0.00	$ 0.00	$ 0.00	$ 20,000.00	0.00
31.1400	PERSONAL PROPERTY-PRIOR YEAR	$ 0.00	$ 0.00	$ 0.00	$ 131.17	$ 131.17-	100.00
31.1500	PROPERTY NOT ON DIGEST	$ 10,000.00	$ 0.00	$ 6,782.98	$ 59,332.34	$ 49,332.34-	593.32
31.1600	REAL ESTATE TRANSFER (INTANGIBLE)	$ 70,000.00	$ 0.00	$ 4,701.74	$ 46,310.35	$ 23,689.65	66.16
31.1750	TELEVISION CABLE FRANCHISE TAX	$ 7,500.00	$ 0.00	$ 2,292.42	$ 4,588.29	$ 2,911.71	61.18
31.3100	LOCAL OPTION SALES AND USE TAX	$ 2,880,000.00	$ 0.00	$ 0.00	$ 1,762,490.39	$ 1,117,509.61	61.20
31.4200	ALCOHOLIC BEVERAGE EXCISE	$ 40,000.00	$ 0.00	$ 3,701.82	$ 35,864.66	$ 4,135.34	89.66
31.6100	BUSINESS AND OCCUPATION TAXES	$ 30,000.00	$ 0.00	$ 0.00	$ 18,452.66	$ 11,547.34	61.51
31.6200	INSURANCE PREMIUM TAXES	$ 900,000.00	$ 0.00	$ 0.00	$ 923,049.67	$ 23,049.67-	102.56
31.6300	FINANCIAL INSTITUTIONS TAXES	$ 32,000.00	$ 0.00	$ 18,320.00	$ 18,320.00	$ 13,680.00	57.25
31.9110	PEN & INT-REAL PROPERTY	$ 50,000.00	$ 0.00	$ 18.08	$ 4,570.36	$ 45,429.64	9.14
31.9120	PEN & INT PERSONAL PROPERTY	$ 1,000.00	$ 0.00	$ 4,656.31	$ 4,847.02	$ 3,847.02-	484.70
31.9500	FI FA	$ 7,500.00	$ 0.00	$ 197.50	$ 2,410.00	$ 5,090.00	32.13
32.1100	BUSINESS LICENSES-ALCOHOLIC BEVER	$ 5,500.00	$ 0.00	$ 0.00	$ 0.00	$ 5,500.00	0.00
33.1000	FEDERAL GOVERNMENT GRANTS	$ 0.00	$ 0.00	$ 0.00	$ 19,151.00	$ 19,151.00-	100.00
33.1150	INDIRECT GRANT REVENUE	$ 0.00	$ 0.00	$ 0.00	$ 756,950.86	$ 756,950.86-	100.00
33.3000	FEDERAL GOVERNMENT PAYMENTS IN LI	$ 500.00	$ 0.00	$ 0.00	$ 0.00	$ 500.00	0.00
33.5000	STATE GOVERNMENT FLPA	$ 556,800.00	$ 0.00	$ 0.00	$ 0.00	$ 556,800.00	0.00
34.1400	PRINTING AND DUPLICATING SERVICES	$ 250.00	$ 0.00	$ 0.00	$ 44.25	$ 205.75	17.70
34.1600	MOTOR VEHICLE TAG COLLECTION FEES	$ 0.00	$ 0.00	$ 5,511.69	$ 30,989.41	$ 30,989.41-	100.00
34.1700	SEWER PLANT COST ALLOCATION	$ 8,400.00	$ 0.00	$ 0.00	$ 0.00	$ 8,400.00	0.00
34.1900	PERMIT & OTHER FEES - MOVIES	$ 15,000.00	$ 0.00	$ 0.00	$ 0.00	$ 15,000.00	0.00
34.1940	COMMISSIONS	$ 375,000.00	$ 0.00	$ 10,225.85	$ 320,820.65	$ 54,179.35	85.55
34.1941	AGENT FEES	$ 0.00	$ 0.00	$ 0.00	$ 9,573.05	$ 9,573.05-	100.00
34.1942	MAIL FEES	$ 0.00	$ 0.00	$ 0.00	$ 570.00	$ 570.00-	100.00
34.9300	BAD CHECK FEES	$ 500.00	$ 0.00	$ 15.00	$ 135.00	$ 365.00	27.00
35.1200	BONDS	$ 1,000.00	$ 0.00	$ 0.00	$ 1,000.00	$ 0.00	100.00
35.1900	FINES AND FORFEITURES-OTHER	$ 500.00	$ 0.00	$ 0.00	$ 0.00	$ 500.00	0.00
36.1000	INTEREST REVENUES	$ 12,000.00	$ 0.00	$ 1,452.72	$ 13,931.21	$ 1,931.21-	116.09
38.1000	RENTS AND ROYALTIES	$ 260,000.00	$ 0.00	$ 24,432.95	$ 175,984.66	$ 84,015.34	67.69
38.3000	REIMBURSEMENT FOR DAMAGED PROPERT	$ 0.00	$ 0.00	$ 0.00	$ 3,474.25	$ 3,474.25-	100.00
38.9000	MISCELLANEOUS REVENUE-OTHER	$ 25,000.00	$ 0.00	$ 742.50	$ 53,437.87	$ 28,437.87-	213.75
39.2000	PROCEEDS OF CAPITAL ASSET DISPOSI	$ 15,000.00	$ 0.00	$ 4,576.00	$ 75,730.28	$ 60,730.28-	504.87
1515	TREASURY	$ 17,126,424.00	$ 0.00	$ 515,599.95	$14,894,022.64	$ 2,232,401.36	86.97
FUNC 1550 TAX ASSESSOR							
34.9900	OTHER CHARGES FOR SERVICES-OTHER	$ 5,000.00	$ 0.00	$ 1,650.00	$ 2,625.00	$ 2,375.00	52.50
FUNC 1580 RECORDS MANAGEMENT							
34.1400	PRINTING AND DUPLICATING SERVICES	$ 500.00	$ 0.00	$ 0.00	$ 0.00	$ 500.00	0.00
37.1000	CONTRIBUTIONS AND DONATIONS FROM	$ 500.00	$ 0.00	$ 75.00	$ 245.00	$ 255.00	49.00
1580	RECORDS MANAGEMENT	$ 1,000.00	$ 0.00	$ 75.00	$ 245.00	$ 755.00	24.50
FUNC 2180 CLERK OF SUPERIOR COURT							
31.9900	PEN & INT OTHER-INTANGIBLE	$ 1,500.00	$ 0.00	$ 0.00	$ 0.00	$ 1,500.00	0.00

Code	Description	Estimated Revenue	Est. Revenue For FEBRUARY	Revenue For FEBRUARY	Revenue YTD	Unrealized Balance	Percent Real
34.1100	COURT COSTS, FEES, AND CHARGES	$ 20,000.00	$ 0.00	$ 1,636.00	$ 10,870.01	$ 9,129.99	54.35
34.1190	OTHER COURT COSTS, FEES & CHARGES	$ 7,000.00	$ 0.00	$ 355.50	$ 1,791.57	$ 5,208.43	25.59
34.1200	RECORDING OF LEGAL INSTRUMENTS	$ 65,000.00	$ 0.00	$ 9,322.00	$ 68,198.30	$ 3,198.30-	104.92
34.1400	PRINTING AND DUPLICATING SERVICES	$ 25,000.00	$ 0.00	$ 1,809.50	$ 15,693.75	$ 9,306.25	62.78
34.1941	TRANSFER TAX PROCESS FEE	$ 500.00	$ 0.00	$ 25.50	$ 183.00	$ 317.00	36.60
34.1944	INTANGIBLE COMMISSION	$ 20,000.00	$ 0.00	$ 0.00	$ 0.00	$ 20,000.00	0.00
34.2900	PUBLIC SAFETY-OTHER FEES	$ 5,000.00	$ 0.00	$ 600.00	$ 2,900.00	$ 2,100.00	58.00
35.1110	FINES AND FORFEITURES-SUPERIOR CO	$ 80,000.00	$ 0.00	$ 5,077.16	$ 35,713.08	$ 44,286.92	44.64
2180	CLERK OF SUPERIOR COURT	$ 224,000.00	$ 0.00	$ 18,825.66	$ 135,349.71	$ 88,650.29	60.42
	FUNC 2400 MAGISTRATE COURT						
34.1100	COURT COSTS, FEES, AND CHARGES	$ 15,000.00	$ 0.00	$ 758.00	$ 10,455.50	$ 4,544.50	69.70
34.1190	OTHER COURT COSTS, FEES & CHARGES	$ 500.00	$ 0.00	$ 35.00	$ 534.89	$ 34.89-	106.98
34.1400	PRINTING AND DUPLICATING SERVICES	$ 500.00	$ 0.00	$ 0.00	$ 2,532.50	$ 2,032.50-	506.50
34.2900	PUBLIC SAFETY-OTHER FEES	$ 40,000.00	$ 0.00	$ 1,775.00	$ 16,860.00	$ 23,140.00	42.15
34.9300	BAD CHECK FEES	$ 100.00	$ 0.00	$ 0.00	$ 0.00	$ 100.00	0.00
35.1130	FINES AND FORFEITURES-MAGISTRATE	$ 20,000.00	$ 0.00	$ 932.50	$ 11,723.63	$ 8,276.37	58.62
35.1200	BONDS	$ 500.00	$ 0.00	$ 345.00	$ 485.00	$ 15.00	97.00
2400	MAGISTRATE COURT	$ 76,600.00	$ 0.00	$ 3,845.50	$ 42,591.52	$ 34,008.48	55.60
	FUNC 2450 PROBATE COURT						
32.2400	MARRIAGE LICENSES	$ 4,000.00	$ 0.00	$ 304.80	$ 3,081.60	$ 918.40	77.04
32.2910	PISTOL PERMIT	$ 14,000.00	$ 0.00	$ 3,189.00	$ 19,133.20	$ 5,133.20-	136.67
34.1190	OTHER COURT COSTS, FEES & CHARGES	$ 18,000.00	$ 0.00	$ 1,591.09	$ 12,680.19	$ 5,319.81	70.45
34.1945	ESTATE ADMIN	$ 19,000.00	$ 0.00	$ 1,040.00	$ 12,214.00	$ 6,786.00	64.28
34.1946	GUARDIANSHIP	$ 4,000.00	$ 0.00	$ 105.00	$ 1,221.00	$ 2,779.00	30.53
35.1150	FINES AND FORFEITURE-PROBATE COUR	$ 400,000.00	$ 0.00	$ 26,922.43	$ 259,900.14	$ 140,099.86	64.98
38.9000	MISCELLANEOUS REVENUE-OTHER	$ 500.00	$ 0.00	$ 0.00	$ 104.00	$ 396.00	20.80
2450	PROBATE COURT	$ 459,500.00	$ 0.00	$ 33,152.32	$ 308,334.13	$ 151,165.87	67.10
	FUNC 2600 JUVENILE COURT						
35.1110	FINES AND FORFEITURES-SUPERIOR CO	$ 500.00	$ 0.00	$ 0.00	$ 40.00	$ 460.00	8.00
	FUNC 3310 LAW ENFORCEMENT ADMINISTRATION						
33.1000	FEDERAL GOVERNMENT GRANTS	$ 6,000.00	$ 0.00	$ 0.00	$ 8,022.84	$ 2,022.84-	133.71
34.1400	PRINTING AND DUPLICATING SERVICES	$ 500.00	$ 0.00	$ 0.00	$ 0.00	$ 500.00	0.00
34.2100	SPECIAL POLICE SERVICES	$ 10,000.00	$ 0.00	$ 300.00	$ 4,640.00	$ 5,360.00	46.40
34.2310	FINGERPRINTING FEES	$ 500.00	$ 0.00	$ 15.00	$ 155.00	$ 345.00	31.00
34.2900	PUBLIC SAFETY-OTHER FEES	$ 2,000.00	$ 0.00	$ 0.00	$ 1,691.00	$ 309.00	84.55
34.3000	REIMBURSEMENTS	$ 120,000.00	$ 0.00	$ 0.00	$ 0.00	$ 120,000.00	0.00
34.6400	BACKGROUND CHECK FEES	$ 3,500.00	$ 0.00	$ 140.00	$ 1,520.00	$ 1,980.00	43.43
3310	LAW ENFORCEMENT ADMINISTRATION	$ 142,500.00	$ 0.00	$ 455.00	$ 16,028.84	$ 126,471.16	11.25
	FUNC 3326 JAIL OPERATIONS						
33.1100	FEDERAL GRANTS OPERATING CAT	$ 0.00	$ 0.00	$ 0.00	$ 780.00	$ 780.00-	100.00
34.1100	COURT COSTS, FEES, AND CHARGES	$ 9,000.00	$ 0.00	$ 440.00	$ 3,320.00	$ 5,680.00	36.89
34.2320	INMATE MEDICAL FEE	$ 1,000.00	$ 0.00	$ 0.00	$ 0.00	$ 1,000.00	0.00
34.2330	PRISONER HOUSING FEE	$ 20,000.00	$ 0.00	$ 525.00	$ 20,255.00	$ 255.00-	101.28
38.2000	TELEPHONE COMMISSIONS	$ 40,000.00	$ 0.00	$ 2,450.85	$ 22,219.70	$ 17,780.30	55.55
39.1200	TRANSFER IN FROM RESTRICTED FUNDS	$ 40,000.00	$ 0.00	$ 0.00	$ 0.00	$ 40,000.00	0.00
3326	JAIL OPERATIONS	$ 110,000.00	$ 0.00	$ 3,415.85	$ 46,574.70	$ 63,425.30	42.34
	FUNC 3910 ANIMAL CONTROL						
33.4100	STATE GRANTS OPERATING CAT	$ 0.00	$ 0.00	$ 0.00	$ 1,000.00	$ 1,000.00-	100.00
34.6100	ANIMAL CONTROL AND SHELTER FEES	$ 10,000.00	$ 0.00	$ 266.00	$ 7,866.75	$ 2,133.25	78.67
37.1000	DONATIONS	$ 0.00	$ 0.00	$ 0.00	$ 360.00	$ 360.00-	100.00
3910	ANIMAL CONTROL	$ 10,000.00	$ 0.00	$ 266.00	$ 9,226.75	$ 773.25	92.27
	FUNC 3920 EMERGENCY MANAGEMENT						
33.1150	FEDERAL INDIRECT OPERATING GRANT	$ 19,151.00	$ 0.00	$ 28,912.50	$ 28,912.50	$ 9,761.50-	150.97
33.4100	STATE GRANTS OPERATING CAT	$ 0.00	$ 0.00	$ 3,855.00	$ 3,855.00	$ 3,855.00-	100.00
37.1000	CONTRIBUTIONS AND DONATIONS FROM	$ 2,000.00	$ 0.00	$ 0.00	$ 0.00	$ 2,000.00	0.00

Code	Description	Estimated Revenue	Est. Revenue For FEBRUARY	Revenue For FEBRUARY	Revenue YTD	Unrealized Balance	Percent Real
3920	EMERGENCY MANAGEMENT	$ 21,151.00	$ 0.00	$ 32,767.50	$ 32,767.50	$ 11,616.50-	154.92
	FUNC 5520 SENIOR CITIZENS CENTER						
33.1100	FEDERAL GRANTS OPERATING CAT	$ 60,000.00	$ 0.00	$ 0.00	$ 30,382.63	$ 29,617.37	50.64
33.4100	STATE GRANTS OPERATING CAT	$ 27,950.00	$ 0.00	$ 0.00	$ 9,248.24	$ 18,701.76	33.09
34.7200	ACTIVITY FEES	$ 7,000.00	$ 0.00	$ 0.00	$ 0.00	$ 7,000.00	0.00
36.1000	INTEREST REVENUES-SENIOR CENTER	$ 200.00	$ 0.00	$ 47.39	$ 315.74	$ 115.74-	157.87
37.1000	CONTRIBUTIONS AND DONATIONS FROM	$ 15,000.00	$ 0.00	$ 530.76	$ 2,865.24	$ 12,134.76	19.10
37.1001	DONATIONS-FAMILY TIES	$ 5,000.00	$ 0.00	$ 0.00	$ 1,000.00	$ 4,000.00	20.00
37.1002	DONATIONS-TRIP	$ 20,000.00	$ 0.00	$ 0.00	$ 0.00	$ 20,000.00	0.00
38.9000	MISCELLANEOUS REVENUE-FUNDRAISING	$ 10,000.00	$ 0.00	$ 175.00	$ 11,315.70	$ 1,315.70-	113.16
5520	SENIOR CITIZENS CENTER	$ 145,150.00	$ 0.00	$ 753.15	$ 55,127.55	$ 90,022.45	37.98
	FUNC 5540 TRANSPORTATION SERVICES						
33.1100	FEDERAL GRANTS OPERATING-DOT 5311	$ 218,039.00	$ 0.00	$ 0.00	$ 145,235.66	$ 72,803.34	66.61
33.1101	FEDERAL GRANTS OPERATING-NGRC	$ 75,000.00	$ 0.00	$ 0.00	$ 1,862.00	$ 73,138.00	2.48
34.5500	TRANSIT-PASSENGER FARES	$ 25,000.00	$ 0.00	$ 0.00	$ 8,693.00	$ 16,307.00	34.77
5540	TRANSPORTATION SERVICES	$ 318,039.00	$ 0.00	$ 0.00	$ 155,790.66	$ 162,248.34	48.98
	FUNC 6120 YOUTH ATHLETICS						
34.7500	PROGRAM FEES	$ 98,000.00	$ 0.00	$ 13,938.52	$ 55,011.74	$ 42,988.26	56.13
34.7900	OTHER CULTURE AND RECREATION	$ 0.00	$ 0.00	$ 105.00-	$ 105.00-	$ 105.00	100.00
37.1000	CONTRIBUTIONS AND DONATIONS FROM	$ 15,000.00	$ 0.00	$ 1,075.00	$ 6,505.00	$ 8,495.00	43.37
6120	YOUTH ATHLETICS	$ 113,000.00	$ 0.00	$ 14,908.52	$ 61,411.74	$ 51,588.26	54.35
	FUNC 6124 SWIMMING POOLS						
34.7200	ACTIVITY FEES	$ 16,000.00	$ 0.00	$ 0.00	$ 0.00	$ 16,000.00	0.00
34.7500	PROGRAM FEES	$ 60,000.00	$ 0.00	$ 5,977.50	$ 26,805.55	$ 33,194.45	44.68
6124	SWIMMING POOLS	$ 76,000.00	$ 0.00	$ 5,977.50	$ 26,805.55	$ 49,194.45	35.27
	FUNC 6125 ADULT ATHLETICS						
34.7500	PROGRAM FEES	$ 7,000.00	$ 0.00	$ 0.00	$ 1,850.00	$ 5,150.00	26.43
34.7900	CONCESSIONS	$ 8,500.00	$ 0.00	$ 149.00	$ 871.50	$ 7,628.50	10.25
6125	ADULT ATHLETICS	$ 15,500.00	$ 0.00	$ 149.00	$ 2,721.50	$ 12,778.50	17.56
	FUNC 6180 SPECIAL RECREATIONAL FACILITIES-AG CENTER						
37.1000	CONTRIBUTIONS AND DONATIONS FROM	$ 1,000.00	$ 0.00	$ 0.00	$ 0.00	$ 1,000.00	0.00
38.1000	RENTS AND ROYALTIES	$ 5,000.00	$ 0.00	$ 0.00	$ 5,798.00	$ 798.00-	115.96
38.9000	MISCELLANEOUS REVENUE-OTHER	$ 500.00	$ 0.00	$ 115.00	$ 165.00	$ 335.00	33.00
6180	SPECIAL RECREATIONAL FACILITIES-A	$ 6,500.00	$ 0.00	$ 115.00	$ 5,963.00	$ 537.00	91.74
	FUNC 6190 SPECIAL FACILITIES AND ACTIVITIES						
34.7500	PROGRAM FEES	$ 76,500.00	$ 0.00	$ 440.00	$ 4,785.00	$ 71,715.00	6.25
	FUNC 6200 PARKS						
34.7200	ACTIVITY FEES	$ 0.00	$ 0.00	$ 560.00	$ 5,570.00	$ 5,570.00-	100.00
34.7501	PROGRAM FEES REFUNDS	$ 2,500.00-	$ 0.00	$ 0.00	$ 5,317.50-	$ 2,817.50	212.70
6200	PARKS	$ 2,500.00-	$ 0.00	$ 560.00	$ 252.50	$ 2,752.50-	-10.10
	FUNC 7131 SOIL CONSERVATION						
34.3000	REIMBURSEMENTS	$ 20,000.00	$ 0.00	$ 4,410.00	$ 11,248.00	$ 8,752.00	56.24
	FUNC 7200 PROTECTIVE INSPECTION						
32.3100	BUILDING STRUCTURES AND EQUIPMENT	$ 275,000.00	$ 0.00	$ 0.00	$ 159,679.46	$ 115,320.54	58.07
32.3130	PLUMBING INSPECTION	$ 12,000.00	$ 0.00	$ 0.00	$ 6,029.77	$ 5,970.23	50.25
32.3140	ELECTRICAL INSPECTION	$ 20,000.00	$ 0.00	$ 0.00	$ 9,923.50	$ 10,076.50	49.62
32.3160	AIR CONDITIONING INSPECTION	$ 20,000.00	$ 0.00	$ 0.00	$ 10,832.75	$ 9,167.25	54.16
32.3900	REGULATORY FEES-OTHER	$ 7,000.00	$ 0.00	$ 0.00	$ 8,193.50	$ 1,193.50-	117.05
7200	PROTECTIVE INSPECTION	$ 334,000.00	$ 0.00	$ 0.00	$ 194,658.98	$ 139,341.02	58.28

MORGAN COUNTY GOVERNMENT
FD-FUNC-SOURCE REVENUES SUMMARY REPORT
for Fiscal Year 2021 (2020-2021 FISCAL YEAR)
Posted and Distributed and Undistributed Figures
Executed By: lsayer

Code	Description	Estimated Revenue	Est. Revenue For FEBRUARY	Revenue For FEBRUARY	Revenue YTD	Unrealized Balance	Percent Real
	FUNC 7400 PLANNING AND ZONING						
32.2230	SIGN PERMITS	$ 500.00	$ 0.00	$ 0.00	$ 51.50	$ 448.50	10.30
34.1300	PLANNING AND DEVELOPMENT FEES AND	$ 7,500.00	$ 0.00	$ 0.00	$ 9,272.50	$ 1,772.50-	123.63
34.1390	OTHER PLANNING & DEVLP FEES AND C	$ 1,000.00	$ 0.00	$ 0.00	$ 0.00	$ 1,000.00	0.00
34.1400	PRINTING AND DUPLICATING SERVICES	$ 500.00	$ 0.00	$ 0.00	$ 101.57	$ 398.43	20.31
7400	PLANNING AND ZONING	$ 9,500.00	$ 0.00	$ 0.00	$ 9,425.57	$ 74.43	99.22
	FUNC 7500 ECONOMIC DEVELOPMENT AND ASSISTANCE						
39.1200	TRANSFER IN FROM HOTEL/MOTEL	$ 20,000.00	$ 0.00	$ 0.00	$ 0.00	$ 20,000.00	0.00
	FUNC 8000 DEBT SERVICE						
33.6000	INTERGOVERNMENTAL REVENUE	$ 6,258.00	$ 0.00	$ 0.00	$ 0.00	$ 6,258.00	0.00
100	GENERAL FUND	$ 19,317,122.00	$ 0.00	$ 637,365.95	$16,018,689.77	$ 3,298,432.23	82.92
GRAND TOTAL		$ 19,317,122.00	$ 0.00	$ 637,365.95	$16,018,689.77	$ 3,298,432.23	82.92

XPERT BROWSE PRINTOUT
Module [BNKREC] Screen [BANK ACCOUNT BROWSE]
MORGAN COUNTY GOVERNMENT
Executed By: lsayer

Date: 02/26/21
Time: 08:49:23

BANK ID	BANK NAME	ACCOUNT NO	ACTIVE	CHECKING	CASH CODE	CURRENT BALANCE	LAST CHECK	LAST EFT
100-SUNTRUST	GENERAL POOLED-SUNTRUST	0005603200147	Yes	Yes	11.1110	$ 11,549,472.96	36372	49730
285-SUNTRUST	SPECIAL REVENUE-SUNTRUST	5600034705	Yes	Yes	285-11.1114	$ 258,276.62	337	13
335-SUNTRUST	TSPLOST-SUNTRUST	1000247532723	Yes	Yes	335-11.1116	$ 2,598,015.16	553	1
BANK OF MADISON	BANK OF MADISON MNY MKT	2131522	Yes	Yes	100-11.1113	$ 1,035,898.47	0	0
SENIOR CENTER	SENIOR CITIZENS-BANK OF MADISO	2122257	Yes	Yes	100-11.1112	$ 58,266.78	0	4
SPLOST POOLED	SPLOST POOLED ACCOUNT-SUNTRUST	1000054819643	Yes	Yes	11.1115	$ 3,058,780.72	2995	16

ACTIVE TOTAL: 6
CHECKING TOTAL: 6
RECORD COUNT: 6
CURRENT BANK BALANCE TOTAL: $ 18,558,710.71

STAFF REPORT
MORGAN COUNTY PLANNING COMMISSION

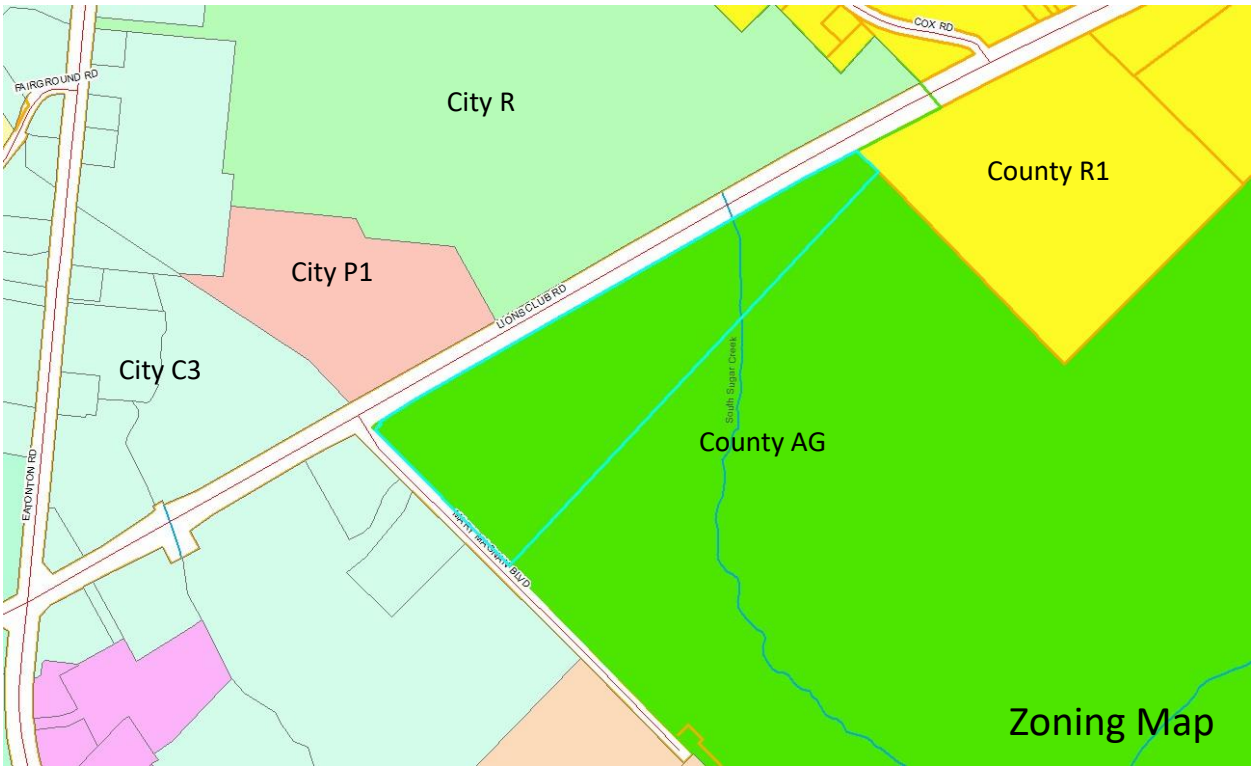
PETITION FOR: ZONING MAP AMENDMENT

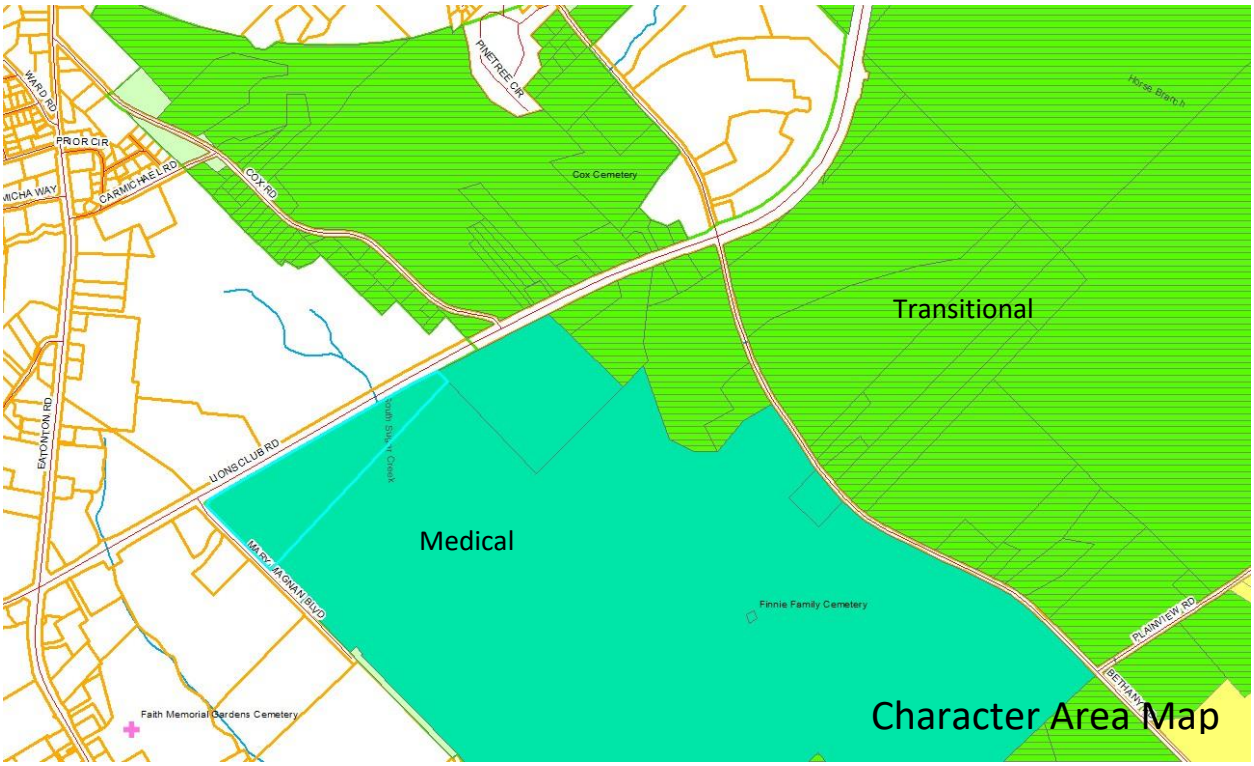
Property location:	Lions Club Road
Property tax parcel:	036E-009
Acreage:	20 acres
Applicant:	Georgia Sheriffs Youth Homes Foundation
Applicant's Agent:	Shayne Goddard
Property Owner:	Georgia Sheriffs Youth Homes Foundation. McDonough, Georgia
Existing Zoning:	AG (Agricultural)
Proposed Zoning:	C2 (General Commercial)

Summary

Georgia Sheriffs Youth Home Foundation is requesting a zoning map amendment, from AG to C2, for 20 acres located on Lions Club Road across from Morgan Medical Center. The 20 acres is in the center of the parcel outlined in blue in the photo above. The proposed use of the property is a 23,000 square foot building that will house offices for the Georgia Sheriffs Youth Home Foundation and affiliated organizations.

Morgan County Planning & Development
150 E. Washington Street, Suite 200
Madison, Georgia 30650





The parcel is currently zoned AG. The Character Area Map from the Morgan County Comprehensive Plan shows the parcel as Medical. See attached for the description of the Medical Character Area.

Morgan County Planning & Development
150 E. Washington Street, Suite 200
Madison, Georgia 30650

The applicant's letter stresses that the location will not be used for a youth home. The building will be used to house office spaces and training facilities. The site plan provided is preliminary and may change but represents the basic concept for the project.

Criteria for Consideration

(Please note that the criteria below are bulleted in the Morgan County Zoning Ordinance, Section 19.3.1. They are numbered here for ease of use.

1. Compatibility with Adjacent Uses and Districts: Existing uses and use districts of surrounding and nearby properties, whether the proposed use district is suitable in light of such existing uses and use districts of surrounding and nearby properties, and whether the proposal will adversely affect the existing use or usability of adjacent or nearby properties.
2. Property Value: The existing value of the property contained in the petition under the existing use district classification, the extent to which the property value of the subject property is diminished by the existing use district classification, and whether the subject property has a reasonable economic use under the current use district.
3. Suitability: The suitability of the subject property under the existing use district classification, and the suitability of the subject property under the proposed use district classification.
4. Vacancy and Marketing: The length of time the property has been vacant or unused as currently used under the current use district classification; and any efforts taken by the property owner(s) to use the property or sell the property under the existing use district classification.
5. Evidence of Need: The amount of undeveloped land in the general area affected which has the same use district classification as the map change requested. It shall be the duty of the applicant to carry the burden of proof that the proposed application promotes public health, safety, morality or general welfare.
6. Public Facilities Impacts: Whether the proposal will result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, parks or other public facilities and services.
7. Consistency with Comprehensive Plan: Whether the proposal is in conformity with the policy and intent of the locally adopted comprehensive plan.
8. Other Conditions: Whether there are any other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the proposal.

Staff Comments

The Comprehensive Plan identifies this area as Medical, which was originally envisioned as offices and professional services to support Morgan Medical Center. The description for Medical allows for office uses as well, therefore, the propose use is not outside the scope identified in the Comp Plan.

GEORGIA SHERIFFS' YOUTH HOMES FOUNDATION, INC.

J. Terry Norris, President
P.O. Box 1000 • Stockbridge, GA 30281 • Phone 770-914-1076 • www.georgiasheriffsyouth.org

December 22, 2020

Mr. Chuck Jarrell, Director
Morgan County Planning and Development
150 E Washington Street, Suite 200
Madison, Georgia 30650

Dear Mr. Jarrell,

On behalf of the Sheriffs of Georgia and the Georgia Sheriffs' Youth Homes Foundation, I would like to submit for your review and approval of the following request:

The Georgia Sheriffs' Youth Homes Foundation would like to request a change in zoning of AG to C2 for the enclosed subdivided property located on Lion's Club road. We will be closing on the property on December 22, 2020, and are planning to establish the home office for our statewide operations at this location. The following organizations will be located here: Georgia Sheriffs' Association, Georgia Sheriffs' Retirement Fund, Georgia Sheriffs' Youth Homes, and the owner of the building will be the Georgia Sheriffs' Youth Homes Foundation. Below is a list of specifications for the building:

20 acres building site will be approximately 6 acres
22,500-23000 square foot building
125 Parking spots in rear
Memorial for Fallen Sheriffs/ Deputies
Two decal lanes/access roads
Training Facilities for Sheriffs/Deputies
Connected to Sewer/water/natural gas

Georgia Civil is under contract to complete the site plan and design. As of now, Precision Planning Inc. will handle the design of the building and United Consulting is handling all environmental assessments. I would like to stress to the Commission that the Georgia Sheriffs' do not plan at this time, nor in the foreseeable future on building any residential child care facilities at this location.

I appreciate your review of this request and look forward to your response. Please feel free to reach me at sgoddard@georgiasheriffs.org or 706-298-1282 if you have any questions.

Respectfully Submitted,

Shayne Goddard
Director of Development. Property and Facilities

Enclosures

CC: J Terry Norris, Executive Director, G.S.A./G.S.Y.H.
Sheriff Robert Markley, Morgan County

PRECISION Planning Inc.

Georgia Sheriffs' Youth Homes Foundation and Georgia Sheriffs' Youth Homes

Schematic Site Plan

SCALE: 1" = 100'-0" A20-083 02/02/21

GEORGIA SHERIFFS' ASSOCIATION

MORGAN COUNTY GEORGIA

BASE MAP - 40.8 +/- ACRES

12/14/2020

Medical



The regional hospital area provides opportunities to expand the County's economic base and develop higher-paying professional office and high-tech jobs. This area will be anchored by the regional hospital, with a mix of office, commercial, and residential uses.

Character Area Location

Unincorporated Morgan County – East of Madison on the 441 bypass

Development Patterns

- Mix of medical, office, commercial, and residential uses
- Encourages senior housing
- Provides suitable transition to surrounding residential uses
- Landscaping and streetscaping to encourage walkability within developments

Primary Land Uses

- Commercial
- Mixed-use
- Residential – medium and high density

Implementation Strategies

- Encourage site design with buildings oriented to the street, parking to the side or rear, and minimal views of service areas or service bays from public streets
- Review zoning ordinances and consider changes to encourage diversified housing

STAFF REPORT
MORGAN COUNTY PLANNING COMMISSION

PETITION FOR: VARIANCE – SIZE OF OFFICIAL FLAG

Property location:	2610 Eatonton Highway
Property tax parcel:	046-005
Acreage:	46.11 acres
Applicant:	Farmview Market, LLC
Applicant's Agent:	Keith Kelly
Property Owner:	Farmview Market, LLC
Existing Use:	Commercial
Variance Requested:	Commercial with large flag

Summary

Keith Kelly, on behalf of Farmview Market, is requesting a variance to the maximum size for an official flag for a 46 acre commercial (C2) property located at 2610 Eatonton Highway. The applicant is requesting a 10' x 15' flag and a 55' tall pole.

Section 17.6.6 Official or Personal Flag

Any cloth, paper, thin plastic, or similar material that is displayed by hanging or flying, representing in whole the officially adopted symbol or emblem of a government, political subdivision, institution, organization, or corporation; a flag adopted or flown by a person as a symbol or statement, is permitted if it complies with all of the following:

- No more than 3 official and personal flags may be displayed on a lot.
- Official and personal flags shall not exceed 32 square feet in area, nor be located on flagpoles that exceed the building height limitation of the zoning district for the property where the flag is displayed.
- The official flag of the United States of America shall be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes.

The maximum height allowed in the C2 zoning district is 75 feet. Therefore, a variance is not required for the proposed height, but is necessary for the size of the flag.

Morgan County Planning & Development
150 E. Washington Street, Suite 200
Madison, Georgia 30650

Criteria for Consideration

From the Morgan County Zoning Ordinance Section 20.3.1 Required Findings for Variance Approval:

1. There are extraordinary and exceptional conditions pertaining to the property because of size, shape and topography;
2. The literal application of this Ordinance would create an unnecessary hardship;
3. A variance would not cause substantial detriment to public good and impair the purposes and intent of this Ordinance;
4. A variance would not confer upon the property of the applicant any special privilege denied to other properties in the district;
5. The special circumstances surrounding the request for the variance are not the result of acts of the applicant;
6. The variance is not a request to permit a use of land, buildings, or structures which is not permitted by right or by conditional use in the district;
7. The zoning proposal is consistent with all standards and criteria adopted by Morgan County;
8. The variance is the minimum variance that will make possible an economically viable use of the land, building or structure.

Morgan County Planning & Development
150 E. Washington Street, Suite 200
Madison, Georgia 30650

Staff Comments

While the request is not a detriment to the public, the applicant will need to explain the hardship related to the size of the flag. This decision could also set a precedent that would affect the enforcement of flag size in the county.

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150 E. Washington Street, Suite 200
Madison, Georgia 30650

STAFF REPORT
MORGAN COUNTY PLANNING COMMISSION

PETITION FOR: VARIANCE – SIZE OF OFFICIAL FLAG

Property location:	2610 Eatonton Highway
Property tax parcel:	046-005
Acreage:	46.11 acres
Applicant:	Farmview Market, LLC
Applicant's Agent:	Keith Kelly
Property Owner:	Farmview Market, LLC
Existing Use:	Commercial
Variance Requested:	Commercial with large flag

Summary

Keith Kelly, on behalf of Farmview Market, is requesting a variance to the maximum size for an official flag for a 46 acre commercial (C2) property located at 2610 Eatonton Highway. The applicant is requesting a 10' x 15' flag and a 55' tall pole.

Section 17.6.6 Official or Personal Flag

Any cloth, paper, thin plastic, or similar material that is displayed by hanging or flying, representing in whole the officially adopted symbol or emblem of a government, political subdivision, institution, organization, or corporation; a flag adopted or flown by a person as a symbol or statement, is permitted if it complies with all of the following:

- No more than 3 official and personal flags may be displayed on a lot.
- Official and personal flags shall not exceed 32 square feet in area, nor be located on flagpoles that exceed the building height limitation of the zoning district for the property where the flag is displayed.
- The official flag of the United States of America shall be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes.

The maximum height allowed in the C2 zoning district is 75 feet. Therefore, a variance is not required for the proposed height, but is necessary for the size of the flag.

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Staff Comments

While the request is not a detriment to the public, the applicant will need to explain the hardship related to the size of the flag. This decision could also set a precedent that would affect the enforcement of flag size in the county.

12/8/20

Dear Morgan County Planning Commission,

I am seeking a variance to enable Farmview Market to put up an American Flag that is taller and a larger flag than current regulations allowed.

I plan to put this on the front of our property as shown in map. The flag I would like to put up is 55' tall and the flag is 10' x 15'. This is a mid-range size as the ones you see on the interstate are 80' tall with a 15' x 25' flag

I appreciate your consideration of this variance.

Sincerely,

Keith Kelly

Kelly Products, Inc. LLC
14481 Lochridge Blvd.
Covington GA 30014

Sandra Jackson

From: Thomas Davis <bernard@allegianceflag.com> on behalf of Thomas Davis
Sent: Wednesday, August 12, 2020 12:39 AM
To: sandra@kellyreg.com
Subject: Fwd: Flagpole price list-Allegiance Flag Company
Attachments: Allegiance Flag External Halyard Flagpoles.pdf; ATT00001.htm; Allegiance Flag Internal Halyard Flagpoles.pdf; ATT00002.htm

Hello Mrs Sandra

Thank you for your interest in our flagpole products. Please find our pricing list attached.

You will be given a 30-40% discount off the listed price of these flagpoles. I have put a check mark beside the poles I recommend and sell the most.

I sent you the price list for external rope poles and
the internal poles with the stainless winch and cable. Please feel free to contact me when you are ready to receive a written quote for the pole,installation and flag.

We do our own installation and will provide you a turn key job from start to finish.

Please contact me if you have any questions

Thank you for your time

Bernard Davis
Allegiance Flag Company
Ph:678-745-5527
Flags. Flagpoles . Repairs. Installation Service.

Continental Series - ESR External Single Revolving - Rope Halyard

Mtg. Hgt.	Butt Dia.	Wall Thickness	Pole Sections	Set Depth	Top Dia.	Std. Flag Size	Max Wind Speed With Nylon Flag	Max Wind Speed No Flag	Catalog Number ***Specify Finish	Satin	Clear Anodized	Dark Bronze or Black Anodized	BronzeTone, Black, White or Clear Powdercoat
20'	4"	.125"	1	2'-0"	3"	4' x 6'	109	147	ESR20B41-***	$922	$1,069	$1,117	$1,037
	5"	.125"	1	2'-0"	3"	4' x 6'	136	229	ESR20B51-***	$1,268	$1,431	$1,513	$1,388
	5"	.156"	1	2'-0"	3"	4' x 6'	160	262	ESR20C51-***	$1,413	$1,582	$1,658	$1,535
	5"	.188"	1	2'-0"	3"	4' x 6'	182	287	ESR20D51-***	$1,603	$1,773	$1,850	$1,721
	6"	.156"	1	2'-0"	3.5"	4' x 6'	208	301	ESR20C61-***	$1,702	$1,906	$1,948	$1,849
	6"	.188"	1	2'-0"	3.5"	4' x 6'	229	328	ESR20D61-***	$2,138	$2,343	$2,385	$2,273
25'	4"	.125"	1	2'-6"	3"	5' x 8'	83	106	ESR25B41-***	$1,003	$1,150	$1,232	$1,116
	5"	.125"	1	2'-6"	3"	5' x 8'	98	136	ESR25B51-***	$1,378	$1,598	$1,680	$1,550
	5"	.156"	1	2'-6"	3"	5' x 8'	111	178	ESR25C51-***	$1,630	$1,851	$1,933	$1,794
	5"	.188"	1	2'-6"	3"	5' x 8'	124	209	ESR25D51-***	$1,971	$2,186	$2,274	$2,120
	6"	.156"	1	2'-6"	3.5"	5' x 8'	149	230	ESR25C61-***	$2,038	$2,298	$2,399	$2,229
	6"	.188"	1	2'-6"	3.5"	5' x 8'	168	253	ESR25D61-***	$2,516	$2,757	$2,806	$2,674
30'	5"	.125"	1	3'-0"	3"	6' x 10'	78	96	ESR30B51-***	$1,546	$1,806	$1,894	$1,753
	5"	.125"	2	3'-0"	3"	6' x 10'	78	96	ESR30B52-***	$1,630	$1,890	$1,978	$1,833
	5"	.156"	1	3'-0"	3"	6' x 10'	86	112	ESR30C51-***	$1,836	$2,096	$2,184	$2,033
	5"	.156"	2	3'-0"	3"	6' x 10'	86	112	ESR30C52-***	$1,922	$2,182	$2,270	$2,116
	5"	.188"	1	3'-0"	3"	6' x 10'	94	131	ESR30D51-***	$2,032	$2,292	$2,379	$2,223
	5"	.188"	2	3'-0"	3"	6' x 10'	94	131	ESR30D52-***	$2,114	$2,335	$2,462	$2,264
	6"	.156"	1	3'-0"	3.5"	6' x 10'	108	174	ESR30C61-***	$2,236	$2,535	$2,641	$2,459
	6"	.156"	2	3'-0"	3.5"	6' x 10'	108	174	ESR30C62-***	$2,341	$2,641	$2,746	$2,562
	6"	.188"	1	3'-0"	3.5"	6' x 10'	122	197	ESR30D61-***	$2,351	$2,651	$2,757	$2,572
	6"	.188"	2	3'-0"	3.5"	6' x 10'	122	197	ESR30D62-***	$2,469	$2,770	$2,875	$2,686
35'	5"	.125"	1	3'-6"	3"	6' x 10'	66	78	ESR35B51-***	$1,599	$1,754	$1,906	$1,701
	5"	.156"	1	3'-6"	3"	6' x 10'	73	87	ESR35C51-***	$2,032	$2,331	$2,449	$2,261
	5"	.156"	2	3'-6"	3"	6' x 10'	73	87	ESR35C52-***	$2,064	$2,365	$2,481	$2,293
	5"	.188"	1	3'-6"	3"	6' x 10'	79	95	ESR35D51-***	$2,112	$2,411	$2,528	$2,339
	5"	.188"	2	3'-6"	3"	6' x 10'	79	95	ESR35D52-***	$2,130	$2,430	$2,548	$2,357
	6"	.156"	1	3'-6"	3.5"	6' x 10'	87	116	ESR35C61-***	$2,380	$2,731	$2,877	$2,649
	6"	.156"	2	3'-6"	3.5"	6' x 10'	87	116	ESR35C62-***	$2,469	$2,820	$2,967	$2,735
	6"	.188"	1	3'-6"	3.5"	6' x 10'	97	145	ESR35D61-***	$2,895	$3,246	$3,369	$3,148
	6"	.188"	2	3'-6"	3.5"	6' x 10'	97	145	ESR35D62-***	$3,085	$3,436	$3,583	$3,332
	7"	.156"	1	3'-6"	3.5"	6' x 10'	110	165	ESR35C71-***	$2,694	$3,117	$3,270	$3,023
	7"	.156"	2	3'-6"	3.5"	6' x 10'	110	165	ESR35C72-***	$2,851	$3,280	$3,427	$3,181
	7"	.188"	1	3'-6"	3.5"	6' x 10'	127	187	ESR35D71-***	$3,058	$3,482	$3,634	$3,377
	7"	.188"	2	3'-6"	3.5"	6' x 10'	127	187	ESR35D72-***	$3,176	$3,604	$3,752	$3,497
40'	7"	.156"	1	4'-0"	3.5"	8' x 12'	87	122	ESR40C71-***	$2,851	$3,294	$3,443	$3,195
	7"	.156"	2	4'-0"	3.5"	8' x 12'	87	122	ESR40C72-***	$3,206	$3,741	$3,919	$3,629
	8"	.156"	1	4'-0"	4"	8' x 12'	107	157	ESR40C81-***	$3,432	$3,912	$4,064	$3,796
	8"	.156"	2	4'-0"	3.5"	8' x 12'	107	157	ESR40C82-***	$3,443	$3,979	$4,144	$3,859
	8"	.188"	1	4'-0"	4"	8' x 12'	123	177	ESR40D81-***	$3,785	$4,357	$4,539	$4,226
	8"	.188"	2	4'-0"	3.5"	8' x 12'	122	177	ESR40D82-***	$4,099	$4,670	$4,854	$4,530
45'	8"	.188"	2	4'-6"	3.5"	8' x 12'	102	144	ESR45D82-***	$4,581	$5,175	$5,404	$5,020
50'	8"	.188"	3	5'-0"	3.5"	10' x 15'	83	117	ESR50D83-***	$4,939	$5,601	$5,870	$5,433
	10"	.188"	3	5'-0"	4"	10' x 15'	118	164	ESR50D13-***	$6,177	$6,980	$7,302	$6,770
55'	10"	.188"	3	5'-6"	4"	10' x 15'	102	139	ESR55D13-***	$6,720	$7,523	$7,851	$7,297
60'	10"	.188"	3	6'-0"	4"	12' x 18'	86	118	ESR60D13-***	$7,027	$7,983	$8,341	$7,743
	10"	.250"	3	6'-0"	4"	12' x 18'	104	143	ESR60F13-***	$8,877	$9,832	$10,196	$9,537
	12"	.250"	3	6'-0"	4"	12' x 18'	137	187	ESR60F23-***	$11,289	$12,443	$12,853	$12,070
65'	10"	.312"	3	6'-6"	4"	12' x 18'	106	142	ESR65G13-***	$10,680	$11,832	$12,237	$11,477
	12"	.250"	3	6'-6"	4"	12' x 18'	122	165	ESR65F23-***	$12,106	$13,321	$13,762	$12,922
70'	10"	.312"	3	7'-0"	4"	12' x 18'	94	123	ESR70G13-***	$10,980	$12,135	$12,545	$11,770
	12"	.250"	3	7'-0"	4"	12' x 18'	109	145	ESR70F23-***	$12,627	$13,911	$14,380	$13,494
75'	12"	.375"	3	7'-6"	4"	12' x 18'	126	161	ESR75H23-***	$15,679	$17,230	$17,889	$16,712
80'	12"	.375"	3	8'-0"	4"	15' x 25'	107	144	ESR80H23-***	$16,141	$17,690	$18,350	$17,160

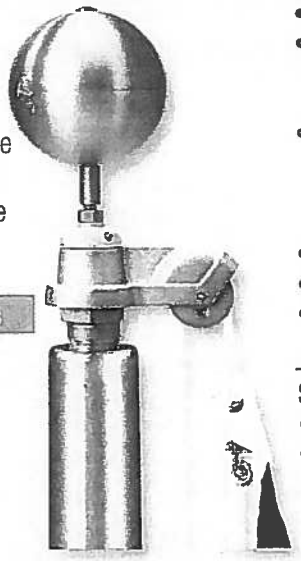
Finish Options
ADB = Anodized - Dark Bronze
ABL = Anodized - Black
BZT = Powder Coat - BronzeTone
BLK = Powder Coat - Black
WHT = Powder Coat - White
CLR = Powder Coat - Clear

Quantity Discounts *5+ = 5% 8+ = 10% 15+12%*
**Flagpoles From All Flagpole Series May Be Combined To Achieve Quantity Discounts.*

Continental Series - ESR

External Single Revolving - Rope Halyard

The **Continental Series** from Concord American Flagpole combines heavy-duty aluminum flagpoles in **20' to 80'** mounting heights with the highest quality hardware available to the industry today. These flagpoles meet the most stringent architectural standards and are certain to enhance the landscape of any business or industrial property.



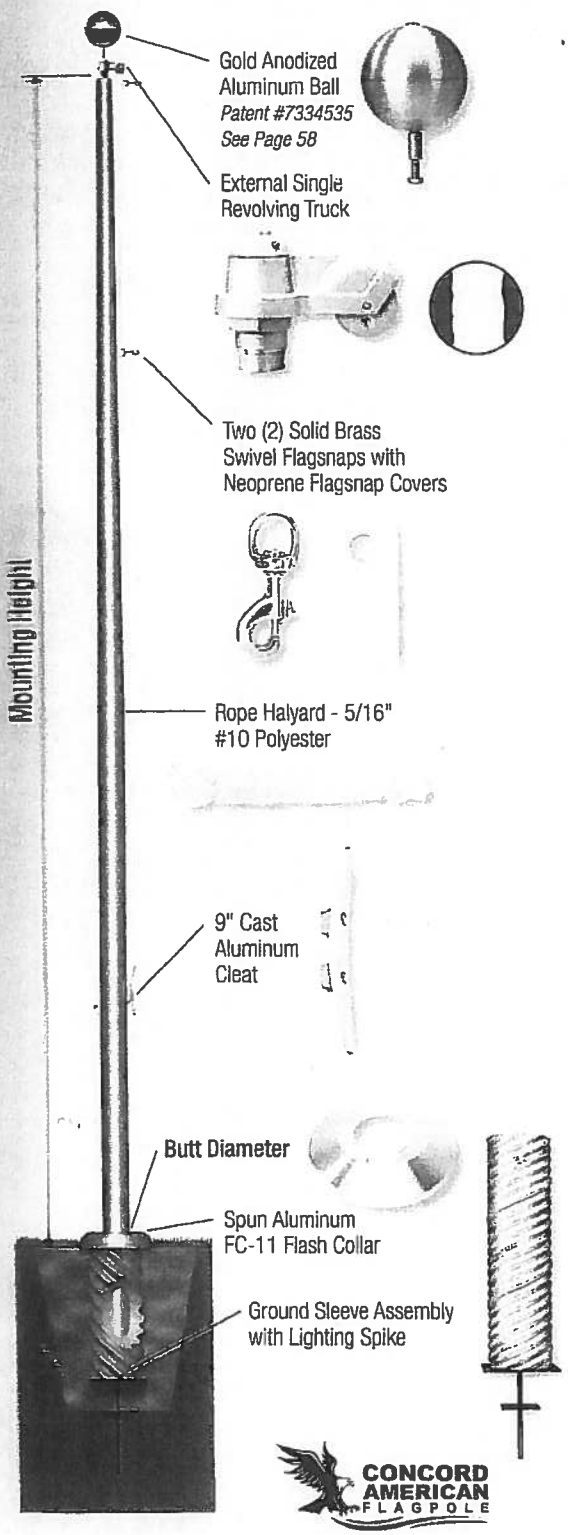
Standard Specifications

- Patented, Heavy-Duty Gold Anodized Aluminum Ball
- Cast Aluminum Revolving Truck with Dual Stainless Steel Bearing Assemblies, Aluminum Pulley and Aluminum Spindle
- Complete External Halyard Assembly
  - Rope Halyard - 5/16" #10 Polyester
  - Two (2) Solid Brass Swivel Flagsnaps
  - Two (2) Neoprene Flagsnap Covers
- 9" Cast Aluminum Cleat
- Spun Aluminum FC-11 Flash Collar
- Galvanized 16-Gauge Corrugated Steel Ground Sleeve with Steel Grounding Spike

Standard Upgrades – 10" and 12" Butt Diameters

- Heavy-Duty Truck with Dual SEALED Bearing Assemblies
- Rope Halyard - Heavy-Duty 3/8" #12 Polyester
- Two (2) Heavy-Duty Brass Flagsnaps with Covers
- Heavy-Duty 5/8" Ball Stem
- Heavy-Duty Cast Aluminum Collar

Standard Flagpole Accessories – 4" to 8" Butt Diameters



Shoe Base Designs for Surface Mount Installations are available with Continental Series – ESR Flagpoles. See Page 14.

4"-5" Butt Diameters ..... Add **$216**
6"-8" Butt Diameters ..... Add **$268**
10" Butt Diameters ..... Add **$536**
12" Butt Diameters ..... Add **$1,066**

Continental Series - ESR Options

Double Revolving System *(Double Truck, Extra Cleat and Complete Double Halyard Assembly)* – Specify EDR *(External Double Revolving).* *See Page 63* ..... Add **$59**

Heavy-Duty Truck with Dual SEALED Bearings for 4"-8" Butt Diameter Flagpoles. *See Page 63* ..... Add **$123**

Cast Aluminum, SEALED Bearings, Gold Powder Coated Ball Truck. Replaces Standard Truck and Ball Combination - *See Page 65.*

8" Diameter Ball/Truck ..... Add **$144**

Cleat Cover Box *(Specify Cylinder Lock or Padlock).* *See Page 77* ..... Add **$139**

Cleat Cover Box with 5' Halyard Cover *(Specify Cylinder Lock or Padlock) - See Page 77.*
5"-6" Flagpole Butt Diameters ... Add **$268**
7"-12" Flagpole Butt Diameters .. Add **$321**

Cast Aluminum FC-11 Collar In Lieu of Spun Collar - *See Page 81.*
5"-7" Butt Diameters ..... Add **$59**
8"-12" Butt Diameters ..... Add **$177**

PVC Ground Sleeve In Lieu Of Steel Sleeve *(4"- 5" Butt Diameters Only).* *See Page 79* ..... Deduct **($100)**

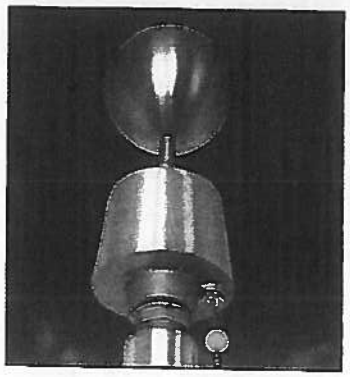
Flagpole Lighting Options are available for all Continental Series Flagpoles – See Pages 84-91.

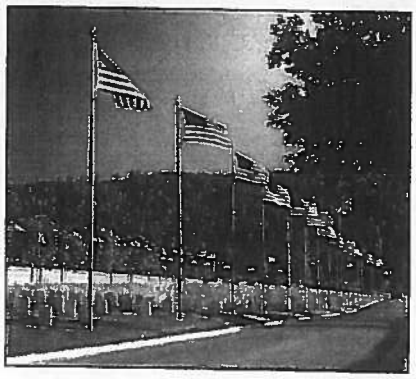
CONCORD AMERICAN FLAGPOLE

Titan Series - IWW

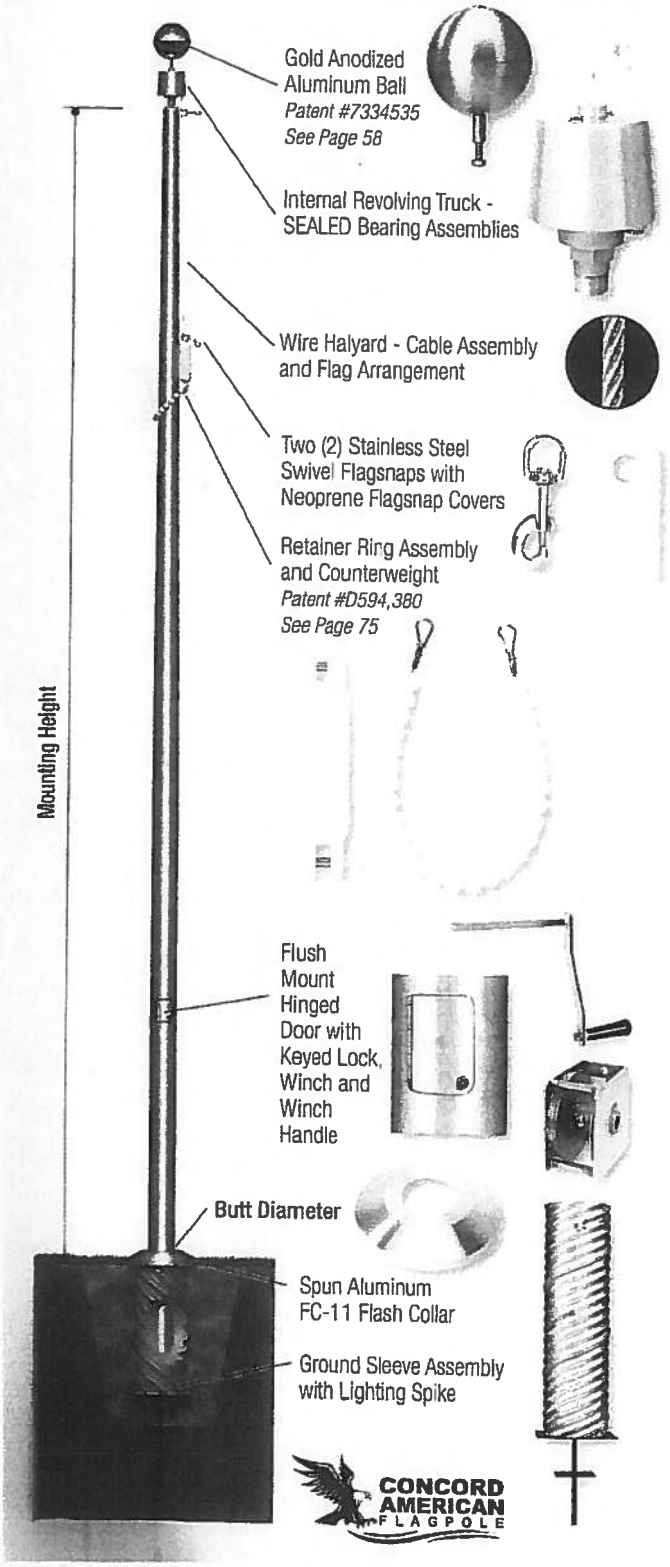
Internal With Winch - Wire Halyard

The **Titan Series** from Concord American Flagpole offers commercial grade flagpoles with the security of an Internal Halyard Winch and Wire Cable system. Ranging in heights from **20' to 80'**, the concealed halyard and lockable flush mount hinged door delivers project owners the peace of mind provided with 24-7 security.





STANDARD FLAGPOLE ACCESSORIES - 6" TO 8" BUTT DIAMETERS



Standard Specifications

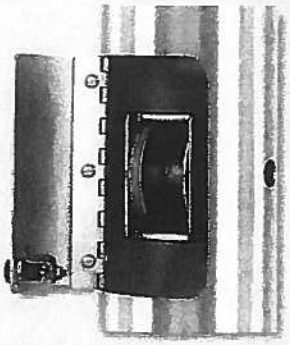
- Patented, Heavy-Duty Gold Anodized Aluminum Ball
- Cast Aluminum Revolving Truck with Dual SEALED Stainless Steel Bearing Assemblies, Aluminum Spindle, Cast Brass Exit Bushing and Removable Hood
- Complete Internal Halyard Assembly
  - Wire Halyard Cable Assembly
  - Flag Arrangement *(8' x 12' and Larger Flags Include Heavy-Duty Shock Spring Assembly)*
  - Two (2) Stainless Steel Swivel Flagsnaps
  - Two (2) Neoprene Flagsnap Covers
  - Patented, Plastic Coated Counterweight
  - Beaded Retainer Ring Assembly
- Stainless Steel Winch Assembly with Removable Hand Crank
- Flush Mount Access Door with Lock and Keys
- Spun Aluminum FC-11 Flash Collar
- Galvanized 16-Gauge Corrugated Steel Ground Sleeve with Steel Grounding Spike

Standard Upgrades – 10" and 12" Butt Diameters

- Heavy-Duty, Large Cast Aluminum Revolving Truck with Dual SEALED Stainless Steel Bearing Assemblies, Aluminum Spindle, Cast Brass Exit Bushing and Removable Hood
- Two (2) Heavy-Duty Stainless Steel Flagsnaps
- Heavy-Duty Cast Aluminum FC-11 Flash Collar
- Heavy-Duty 5/8" Ball Stem

Flush Mount Hinged Door Design

Titan Flagpoles unite the simplicity of efficient engineering with the aesthetics of a precision cut, rectangular flush mount door design, providing an internal halyard Winch system that is ideal for low to moderate wind speed areas. ***For additional Winch option flagpoles, see Sovereignty ISW Raised Reinforced Door Frame (Page 32) and Independence IRW Reinforced Welded Door Frame (Page 34).***



Titan Series - IWW Internal With Winch - Wire Halyard

Min. Hgt.	Butt Dia.	Wall Thickness	Pole Sections	Set Depth	Top Dia.	Std. Flag Size	Max Wind Speed With Nylon Flag	Max Wind Speed No Flag	Catalog Number ***Specify Finish	Satin	Clear Anodized	Dark Bronze or Black Anodized	BronzeTone, Black, White or Clear Powdercoat
20'	6"	.156"	1	2'0"	3.5"	4' x 6'	152	256	IWW20C61-***	$2,375	$2,969	$3,147	$2,791
	6"	.188"	1	2'0"	3.5"	4' x 6'	174	280	IWW20D61-***	$2,675	$3,145	$3,272	$3,005
25'	6"	.156"	1	2'6"	3.5"	5' x 8'	100	162	IWW25C61-***	$2,957	$3,337	$3,463	$3,207
	6"	.188"	1	2'6"	3.5"	5' x 8'	112	192	IWW25D61-***	$3,083	$3,411	$3,533	$3,275
30'	6"	.156"	1	3'0"	3.5"	6' x 10'	75	98	IWW30C61-***	$3,290	$3,668	$3,804	$3,517
	6"	.156"	2	3'0"	3.5"	6' x 10'	75	98	IWW30C62-***	$3,328	$3,782	$3,919	$3,566
	6"	.188"	1	3'0"	3.5"	6' x 10'	83	114	IWW30D61-***	$3,586	$3,970	$4,105	$3,819
	6"	.188"	2	3'0"	3.5"	6' x 10'	83	114	IWW30D62-***	$3,619	$4,037	$4,184	$3,893
	7"	.156"	1	3'0"	3.5"	6' x 10'	105	162	IWW30C71-***	$3,739	$4,142	$4,287	$3,867
	7"	.156"	2	3'0"	3.5"	6' x 10'	105	162	IWW30C72-***	$3,818	$4,162	$4,311	$3,922
	7"	.188"	1	3'0"	3.5"	6' x 10'	113	188	IWW30D71-***	$3,859	$4,240	$4,376	$4,097
	7"	.188"	2	3'0"	3.5"	6' x 10'	113	188	IWW30D72-***	$4,245	$4,664	$4,814	$4,506
35'	7"	.156"	1	3'6"	3.5"	6' x 10'	80	106	IWW35C71-***	$3,883	$4,332	$4,514	$4,121
	7"	.156"	2	3'6"	3.5"	6' x 10'	80	106	IWW35C72-***	$4,209	$4,664	$4,845	$4,468
	7"	.188"	1	3'6"	3.5"	6' x 10'	90	127	IWW35D71-***	$4,273	$4,765	$4,966	$4,533
	7"	.188"	2	3'6"	3.5"	6' x 10'	90	127	IWW35D72-***	$4,629	$5,130	$5,330	$4,914
	8"	.188"	1	3'6"	4"	6' x 10'	119	179	IWW35D81-***	$4,328	$4,804	$4,987	$4,619
	8"	.188"	2	3'6"	3.5"	6' x 10'	119	179	IWW35D82-***	$4,761	$5,283	$5,486	$4,752
40'	7"	.156"	1	4'0"	3.5"	8' x 12'	65	80	IWW40C71-***	$4,275	$4,869	$5,047	$4,632
	7"	.156"	2	4'0"	3.5"	8' x 12'	65	80	IWW40C72-***	$4,632	$5,226	$5,522	$4,987
	8"	.156"	1	4'0"	4"	8' x 12'	81	113	IWW40C81-***	$4,701	$5,356	$5,552	$5,094
	8"	.156"	2	4'0"	3.5"	8' x 12'	81	113	IWW40C82-***	$4,765	$5,747	$6,074	$5,486
	8"	.188"	1	4'0"	4"	8' x 12'	91	134	IWW40D81-***	$4,869	$5,522	$5,700	$5,226
	8"	.188"	2	4'0"	3.5"	8' x 12'	91	134	IWW40D82-***	$5,226	$5,878	$6,056	$5,581
	10"	.188"	2	4'0"	4"	8' x 12'	141	204	IWW40D12-***	$5,356	$6,074	$6,270	$5,747
45'	8"	.188"	2	4'6"	3.5"	8' x 12'	76	100	IWW45D82-***	$5,542	$6,129	$6,295	$5,933
	10"	.188"	2	4'6"	4"	8' x 12'	118	167	IWW45D12-***	$5,819	$6,459	$6,698	$6,290
50'	10"	.188"	3	5'0"	4"	10' x 15'	94	136	IWW50D13-***	$6,729	$7,833	$8,242	$7,335
	10"	.250"	3	5'0"	4"	10' x 15'	115	165	IWW50F13-***	$7,826	$8,906	$9,323	$8,313
60'	10"	.188"	3	6'0"	4"	12' x 18'	68	89	IWW60D13-***	$7,588	$8,696	$9,179	$8,302
	10"	.250"	3	6'0"	4"	12' x 18'	82	113	IWW60F13-***	$9,397	$10,794	$11,276	$10,219
	12"	.250"	3	6'0"	4"	12' x 18'	117	166	IWW60F23-***	$11,679	$13,405	$13,887	$12,544
70'	10"	.312"	3	7'0"	4"	12' x 18'	72	94	IWW70G13-***	$11,264	$12,861	$13,345	$12,046
	12"	.250"	3	7'0"	4"	12' x 18'	90	122	IWW70F23-***	$12,849	$14,884	$15,518	$13,736
80'	12"	.375"	3	8'0"	4"	15' x 25'	89	121	IWW80H23-***	$16,184	$18,597	$19,398	$17,299

***** - Finish Options**
SAT = Satin
ACL = Anodized - Clear
ADB = Anodized - Dark Bronze
ABL = Anodized - Black
BZT = Powder Coat - BronzeTone
BLK = Powder Coat - Black
WHT = Powder Coat - White
CLR = Powder Coat - Clear

Quantity Discounts
5+ = 5% 8+ = 10% 15+ = 12%
**Flagpoles From All Flagpole Series May Be Combined To Achieve Quantity Discounts.*

TITIAN SERIES - IWW OPTIONS

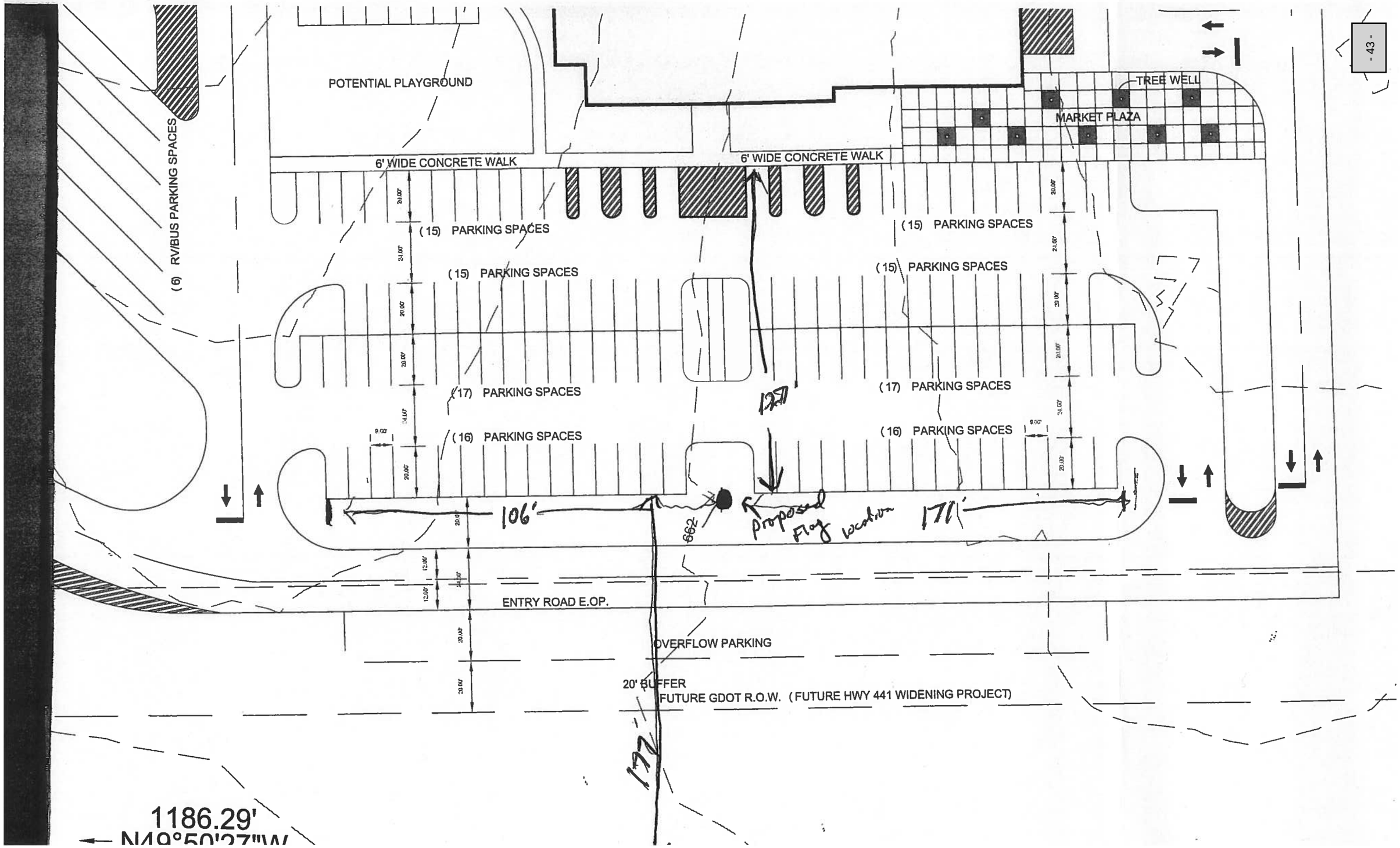
Cast Aluminum, SEALED Bearings, Gold Powder Coated Ball Truck. Replaces Standard Truck and Ball Combination - *See Page 68.*

8" Diameter Ball/Truck ..... Add $144
10" Diameter Ball/Truck ..... Add $193
12" Diameter Ball/Truck ..... Add $348

Cast Aluminum FC-11 In Lieu of Spun Collar - *See Page 81.*
6"-7" Butt Diameters ..... Add $59
8"-12" Butt Diameters ..... Add $177

Flagpole Lighting Options are available for all Titan Series IWW Flagpoles – See Pages 84-91.

Shoe Base Designs for Surface Mount Installations are available with all Titan Series – IWW Flagpoles. See Page 14.
6"-8" Butt Diameters ..... Add $268
10" Butt Diameters ..... Add $536
12" Butt Diameters .....Add $1,066


POTENTIAL PLAYGROUND
TREE WELL
MARKET PLAZA
6' WIDE CONCRETE WALK
6' WIDE CONCRETE WALK
(6) RV/BUS PARKING SPACES
(15) PARKING SPACES
(15) PARKING SPACES
(15) PARKING SPACES
(15) PARKING SPACES
(17) PARKING SPACES
(17) PARKING SPACES
(16) PARKING SPACES
(16) PARKING SPACES
127'
106'
171'
662
proposed Flag location
ENTRY ROAD E.OP.
OVERFLOW PARKING
20' BUFFER
FUTURE GDOT R.O.W. (FUTURE HWY 441 WIDENING PROJECT)
177'
1186.29'
N49°50'27"W

MORGAN COUNTY AGENDA REQUEST

Department: Administration

Presenter(s): Adam Mestres / Andrea Gray

Meeting Date: mm/dd/yyyy 3/2/2021

Type of Request: New Business

Wording for the Agenda:

Development Services Intergovernmental Contract between the JDA, Jasper County, Morgan County, Newton County and Walton County

Background/History/Details:

JDA Representative to provide background

What action are you seeking from the Board of Commissioners?

Motion to approve the the intergovernmental contract for Development Services for Stanton Springs

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance: Not Applicable

Approved by Purchasing: Not Applicable

Manager's Approval: Yes

Staff Notes:

INTERGOVERNMENTAL CONTRACT
RE: DEVELOPMENT SERVICES FOR STANTON SPRINGS

THIS INTERGOVERNMENTAL CONTRACT ("Contract"), made and entered into as of the ____ day of _____, 2021 by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (collectively the "Counties"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality, or other political subdivision of the State to contract for a period not exceeding fifty years, with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1,528-acre site which has been expanded to now total approximately 1,635 acres (the "Property"), which site is located in Morgan, Newton, and Walton Counties, in order to proceed with the development of a research park known as Stanton Springs; and

WHEREAS, On September 20, 2016, the Authority and the Counties entered an Intergovernmental Contract regarding Revenue Sharing in Stanton Springs ("Revenue Sharing Agreement") which, among other things, specified in Paragraph 12 that a single jurisdiction, initially Walton County, would handle inspections and building permitting for the entirety of Stanton Springs; and

WHEREAS, the Revenue Sharing Agreement superseded and replaced a 2004 Contract between the Counites and Authority which, among other things, specified that Walton County would be the single jurisdiction to handle inspections and building permitting for Stanton Springs; and

WHEREAS, the Revenue Sharing Agreement states that the jurisdiction responsible for permitting and inspections may be changed by resolution of the Authority; and

WHEREAS, commencing in 2012, Walton County provided permitting and inspection services for the Baxter, now Takeda, facility which is located solely in Walton County; and

WHEREAS, commencing in 2018, Newton County provided permitting and inspection services for the Morning Hornet, LLC project which is located solely in Newton County; and

WHEREAS, the Authority's remaining land is situated such that future projects may be partially located in Morgan County, Walton County and Newton County; and

WHEREAS, the Counties and Authority desire to establish a process for designating development services responsibilities for current and future projects.

NOW THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Counties HEREBY AGREE as follows:

1.

The preamble and recitals above make up a part of the terms, conditions and provisions of this Contract.

2.

This Contract shall become effective upon execution by all parties and shall continue in effect for fifty (50) years.

3.

Definitions

a. ***Assisting County:*** Each County providing Development Assistance Services per the terms of this Contract.
b. ***BioScience Training Facility***: The BioScience Training Facility, owned by the State of Georgia, is located on approximately 6-acres within Stanton Springs in Newton County and was constructed in 2013. This project was permitted by Newton County.
c. ***Development Regulations:*** Development Regulations shall include the local ordinances that apply to the process of development and construction of a project, including ordinances governing: building, environmental controls, erosion and sedimentation, fire protection, flood damage control, water resource management, and zoning. Development Regulations shall also include any standard codes and state requirements incorporated by reference into such local ordinances. Each County has its own Development Regulations.
d. ***Development Assistance Services:*** Development Assistance Services are those services each County shall provide to a Permitting County in connection with the Permitting County's delivery of Development Services. Development Assistance Services shall consist of:
    i. In connection with any proposed development agreement in which some terms exceed the authority of the Permitting County and require approval of other jurisdictions, participating in the negotiation of, and (if the terms are acceptable) entering into or consenting to such development agreements. By way of example and not limitation, such terms would include the waiver of impact fees imposed by an Assisting County, and commitments to "freeze" in place the requirements of Development Regulations adopted by an Assisting County.

ii. Enforcement of Development Regulations within the Assisting County's jurisdiction where the extra-jurisdictional enforcement powers of the Permitting Jurisdiction are in question or when formal disciplinary action is recommended by the Permitting County. The discretion to enforce in such instances shall rest solely with the Assisting County having jurisdiction.

iii. Serving as the "local issuing authority" for purposes of enforcing soil erosion and control ordinances, to the extent this role cannot be delegated to the Permitting County or permission for such delegation is denied by the State of Georgia. Provide a letter to the Georgia Soil and Water Conservation Commission (GSWCC) authorizing the Permitting County to submit the project to the GSWCC.

iv. Resolution of all discretionary/legislative decisions associated with application of the Development Regulations within the Assisting County's jurisdiction. By way of example and not limitation, such discretionary/legislative decisions would include issuance of final land plats and decisions on developer requests for variances to Development Regulations as they are applied to property within the jurisdiction of the Assisting County.

v. Resolution of appeals of the regulatory decisions of the Permitting County's staff as they are applied to property within the jurisdiction of the Assisting County.

vi. Preparation and submission of applications for Developments of Regional Impact (if the Assisting County has the largest share of land).

e. ***Development Services***: Development Services shall include:

i. Issuance of permits required by the Development Regulations to develop a project, including but not limited to: land disturbance, clearing, grading, utility installation, and building permits.

ii. All levels of plan review and approval including but not limited to preliminary plat approval.

iii. Site inspections associated with permitting and permit compliance.

iv. Enforcement of approved plan requirements and Development Regulation requirements where enforcement jurisdiction exists. Coordination with Assisting Counties for enforcement in all other situations.

v. Assessment and collection of permitting and other customary fees.

vi. Preparation and submission of applications for Developments of Regional Impact (if the Permitting County has the largest share of land).

vii. Primary negotiation of one or more development agreements with companies locating on the Property.

viii. Application and enforcement of Development Regulations.

f. ***Future Projects***: Future Projects include any development or projects within Stanton Springs or on other Authority-controlled property occurring after the date of this Contract but specifically excluding expansions associated with the Takeda Project, Morning Hornet Project, and BioScience Training Facility.

g. ***Morning Hornet Project***: The Morning Hornet Project is in Stanton Springs and includes the construction of a data center on the 416-acre parcel currently leased by Morning Hornet, LLC in Newton County and any expansions thereof.

h. ***Permitting County***: The County providing Development Services per the terms of this Contract.
i. ***Property***: The Property is all 1,635 acres currently located in the development park known as Stanton Springs, any land added to Stanton Springs in the future, and any land otherwise controlled by the Authority.
j. ***Shire Parkway***: Shire Parkway is the four-lane divided road which runs from Hwy 278 through Stanton Springs. It was permitted by Walton County in part and Newton County in part.
k. ***Stanton Springs***: Stanton Springs is the name of the research development park that encompasses approximately 1,635 acres in Morgan, Newton and Walton Counties.
l. ***Takeda Project***: The Takeda Project is a pharmaceutical manufacturing facility in Stanton Springs located on the approximately 161-acre parcel currently leased by Takeda (formerly known as Baxter, Baxalta then Shire). This parcel includes land located in both Walton and Newton Counties. It was permitted by Walton County.

4.

Takeda Project

Walton County shall be the Permitting County for the Takeda Project including all future expansions of the same including expansions by Takeda which are located on the Takeda property within Newton County.

5.

Morning Hornet Project, BioScience Training Facility, Shire Parkway

Newton County shall be the Permitting County for the Morning Hornet Project, BioScience Training Facility, and Shire Parkway including all future expansions of these projects within the Property.

6.

Future Projects on the Property

The Authority, in its sole discretion and without any further intergovernmental agreement required, may request in writing that either Newton, Walton or Morgan County provide Development Services on a project-by-project basis on the Property for Future Projects. The County upon which the request is made shall, in its sole discretion, either accept or deny the request in writing within ten (10) days of the Authority's request and notify the other parties.

7.

Role of Permitting County and Assisting Counties

a. Where a Permitting County has assumed the role of providing Development Services outside its jurisdiction, the other Counties shall be Assisting Counties to the extent the project reaches into their respective jurisdictions. Assisting Counties shall not charge, and

hereby waive the right to charge, their standard fees associated with the Development Services provided by the Permitting County.

b. No earlier than when a project (or portion of a project) is issued a certificate of occupancy, and with written consent of the owner of the project, the Permitting County may, with notice to the Assisting Counties, cease to assume the role of Permitting County as to those portions of project that are outside the Permitting County's jurisdiction. In such event, regulatory/permitting responsibility shall fully revert to the local jurisdiction where the project (or portion) is situated; provided that any permits or certificates already issued by the Permitting County for areas outside its jurisdiction shall continue in force and effect as though they were issued by the local jurisdiction.

c. To the extent permitted by law, each County hereby waives against the Permitting County, as well as its officers, employees and agents, ("Released Parties"), any claim for harm, costs, or damages arising out of the performance or non-performance of Development Services by the Permitting County.

8.

Economic Development Incentives

a. The Authority may request that the Permitting County reduce or waive permitting fees as a part of an economic development incentive package for a new project or an existing project expansion, or to assist the Authority with its own projects. Whether such a request is granted is within the sole discretion of the Permitting County.

b. The Authority may also request that the Permitting County and the other Counties provide other types of fee waivers (e.g. waiver of impact fees) as a part of an economic development incentive package for a new project or an existing project expansion or to assist the Authority with its own projects. Whether such a request is granted is within the sole discretion of the applicable Counties.

9.

Expenses

Prior to initiating Development Services for a Future Project or expansion of an existing project, a Permitting County may request the Authority assist with payment of its actual out-of-pocket expenses associated with providing Development Services not otherwise paid by the company funding the Future Project or expansion. The Authority, in its sole discretion, may provide financial assistance.

10.

Authority to Apply Development Regulations

a. To the extent permitted by law, in all cases where a Permitting County applies and enforces Development Regulations outside its own jurisdiction, each Assisting County hereby delegates to the Permitting County the authority to: apply and enforce the Assisting County's Development Regulations; collect the Permitting County's standard fees for such application/enforcement (and/or waive such fees via development agreement); issue permits under such Development Regulations (which permits may be in the Permitting County's name where not prohibited by law); waive or extend deadlines to the extent permitted by the Development Regulations; authorize amendments to the project site plan(s) subject to the Development Regulations; and otherwise serve as the Assisting County's development services department (or comparable subunit) with respect to the applicable project. Such delegation shall not include those powers that should be reserved to the Assisting County to provide its Development Assistance Services. Permits and similar authorizations issued by a Permitting County in conformance with this Contract shall be honored by each Assisting County as if they were issued by the Assisting County, and upon the request of any party or permittee such permits or authorizations shall be reissued in the name of the Assisting County without the requirement to pay any additional fees.

b. With respect to soil erosion and sedimentation control ordinances of the Counties, the delegation in subsection (a) above shall, to the extent permitted by law, include the naming of the Permitting County as a "local issuing authority" authorized to enforce the Assisting County's soil erosion and sedimentation control ordinances. The Permitting County and Assisting County shall cooperate in good faith to seek State of Georgia approval of erosion and sedimentation plans for such delegation of authority in accordance with O.C.G.A § 12-7-8.

11.

Development of Regional Impact

To the extent permitted by law, the Permitting County shall file and process the application for a Development of Regional Impact ("DRI") with the appropriate Regional Development Commission ("RDC"). If the Permitting County is not authorized to process the DRI application as determined by the RDC, the Permitting County shall assist the County designated by the RDC to file the DRI application.

12.

Future Joinder by Municipalities

If property owned or controlled by the Authority is within the permitting jurisdiction of a municipality, said municipality may join as a party to this Contract and accept all terms specified herein upon a written request to the municipality by the Authority to do so, followed by the adoption of a resolution of the municipality adopting this Contract and including it as an exhibit thereto. If a municipality so joins, the term "County" herein shall become interchangeable with the term "City" such that the new municipality may participate as either a "Permitting County" or "Assisting County" as appropriate based on the location of each project.

13.

General

a. Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which shall otherwise remain in full force and effect. In addition, rather than striking the invalid or unconstitutional clause, it is the parties' intent to reform the clause to make it legal and enforcement, to the greatest extent permitted by law.

b. This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

c. This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

d. This Contract may be amended by written agreement between the parties.

14.

Notices

All notices, correspondence, payments and other communications required under this Contract shall be delivered to:

For the Authority:
Chairman
300 E Church Street
Monroe, GA 30655
With a copy to:
Andrea P. Gray, Attorney at Law
P.O. Box 826
Monroe, Georgia 30655

For Jasper County:
Jasper County Board of Commissioners
Attn: Chair, Board of Commissioners
126 W. Green Street
Suite 18
Monticello, GA 31064
With a copy to:
David Ozburn
1108 Monticello Street
Covington, GA 30014

For Morgan County:
Morgan County
Attn: County Manager
150 East Washington Street
Suite 100
Madison, GA 30650
With a copy to:
Christian G. Henry
Hall Booth Smith, P.C.
440 College Ave., Suite 120
Athens, Georgia 30601

For Newton County:
Chairman of the Newton County Board of Commissioners
1124 Clark Street
Covington, GA 30014
With a copy to:
Megan Martin
County Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

For Walton County:
Chairman of the Walton County Board of Commissioners
111 S Broad Street
Monroe, Georgia 30655
With a copy to:
Charles Ferguson
County Attorney
118 Court Street
Monroe, Georgia 30655

IN WITNESS WHEREOF, the parties, action by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: DEVELOPMENT SERVICES FOR STANTON SPRINGS, made and entered into as of the ___ day of _____, 2021, by and between Jasper County, Morgan County, Newton County, Walton County, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JASPER COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

of Jasper County

(SEAL)

Attest:

_____

Clerk, Board of Commissioners

of Jasper County

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: DEVELOPMENT SERVICES FOR STANTON SPRINGS, made and entered into as of the ___ day of _____, 2021, by and between Jasper County, Morgan County, Newton County, Walton County, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

MORGAN COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

of Morgan County

(SEAL)

Attest:

_____

Clerk, Board of Commissioners

of Morgan County

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: DEVELOPMENT SERVICES FOR STANTON SPRINGS, made and entered into as of the ___ day of _____, 2021, by and between Jasper County, Morgan County, Newton County, Walton County, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

NEWTON COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

of Newton County

(SEAL)

Attest:

_____

Clerk, Board of Commissioners

of Newton County

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: DEVELOPMENT SERVICES FOR STANTON SPRINGS, made and entered into as of the ___ day of _____, 2021, by and between Jasper County, Morgan County, Newton County, Walton County, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

WALTON COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

of Walton County

(SEAL)

Attest:

_____

Clerk, Board of Commissioners

of Walton County

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: DEVELOPMENT SERVICES FOR STANTON SPRINGS, made and entered into as of the ___ day of _____, 2021, by and between Jasper County, Morgan County, Newton County, Walton County, and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY

By: _____

Chairman

(SEAL)

Attest:

_____

Secretary

MORGAN COUNTY AGENDA REQUEST

Department: Administration

Presenter(s): Adam Mestres / Andrea Gray

Meeting Date: mm/dd/yyyy 3/2/2021

Type of Request: New Business

Wording for the Agenda:

Development Agreement between Baymare and Newton County - Acknowledgment

Background/History/Details:

JDA Representative to provide background

What action are you seeking from the Board of Commissioners?

Motion to acknowledge the provisions as set for in the development agreement between Baymare and Newton County

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Approved by Purchasing Not Applicable

Manager's Approval Yes

Staff Notes:

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (as the same may be amended, restated, assigned in accordance with the terms herein, this "**Agreement**") is made and effective as of the ___ day of _____, 2021 (the "**Effective Date**") by and between **NEWTON COUNTY, GEORGIA**, a political subdivision of the State (herein defined) acting by and through its governing authority, the Newton County Board of Commissioners ("**Newton County**" or the "**County**") and **BAYMARE LLC**, a Delaware limited liability company (together with its successors and assigns, the "**Company**"). Newton County and the Company are referred to herein collectively, as the "**Parties**" and each individually, as a "**Party**".

RECITALS

A. **WHEREAS**, the Company has the right to acquire and maintain an interest in certain undeveloped parcels of land located within the mixed-use master planned community known as Stanton Springs, such parcels comprising approximately 628.54 acres of land in the aggregate, located in the State and more specifically in Morgan, Newton and Walton Counties and described on **Exhibit A** attached hereto (the "**Property**"); and

B. **WHEREAS**, the Company proposes to complete the Project (defined in Section 1.9 below), and the success of the Project depends upon the long-term commitment of substantial resources of the Company and the careful integration of public capital facilities, planning, financing, and construction schedules; and

C. **WHEREAS**, the Company wishes to enter into this Agreement to obtain assurances and agreements from the Project Counties, before making a determination to risk substantial Company resources; and

D. **WHEREAS**, the Parties anticipate that the development of the Project will create jobs and otherwise stimulate economic growth in the Project Counties (herein defined) and the region, and after careful review and deliberation, the Project Counties have determined that it is in their best interest to enter into this Agreement to provide certain benefits to the Company and the Project to induce the Company to develop the Project on the Property; and

E. **WHEREAS**, prior to the Effective Date, the Project Counties, Jasper County and the JDA (defined below) entered into that certain Intergovernmental Contract re: Development Services for Stanton Springs (the "**Development IGA**") wherein Walton County, Morgan County and Jasper County designated Newton County as being responsible for all permitting, inspections and "Development Services" (as therein defined) for the Project; and

F. **WHEREAS**, Newton County, with the agreement of the other Project Counties, wishes to offer to the Company and the Project certain benefits that include: (i) those inducements more particularly described in Article 4 below; (ii) confirmation of the validity of certain prior permits, approvals and entitlements for the Project previously granted by Newton County, as more particularly specified in Schedule 1.16 attached hereto; (iii) confirmation that the development standards applicable to the Project in existence on the Effective Date will remain unchanged during the Term (defined below); and (iv) confirmation of Newton County's commitment to facilitate and assist the Company in developing the Project, as more particularly indicated in Article 5 below; and

G. **WHEREAS**, Newton County has published notice of a public meeting at which this Agreement was considered as required by State law and has otherwise completed all steps, conditions and requirements necessary for the Board of Commissioners to consider and adopt this Agreement as permitted by law; and

H. **WHEREAS**, Morgan and Walton Counties have each completed all steps, conditions and requirements necessary for their respective Boards of Commissioners to consider and adopt this Agreement as permitted by law; and

I. **WHEREAS**, Newton County finds that the Project is consistent with the Comprehensive Plan and each of the Project Counties find that the Project is consistent with the Zoning Ordinance and Development Regulations, and the Property is currently zoned for the Project; and

J. **WHEREAS**, the Project Counties find that this Agreement complies with applicable building, housing, electrical, plumbing, gas codes and other Applicable Rules (defined below) now in effect and applicable to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, including the recitals which are incorporated herein by reference, which are relied upon by the parties, and which constitute part and parcel of this Agreement, and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings, except as otherwise expressly provided or as the context may otherwise require:

1.1 "**Agreement**" means this Development Agreement, including all exhibits and schedules attached hereto and made a part hereof, as from time to time amended.

1.2 "**Applicable Rules**" means all of the rules, regulations, ordinances and official policies of Morgan County, Newton County, and Walton County, individually and collectively, as are in force and effect on the Effective Date, including but not limited to the Code and the restrictions in the Project Approvals.

1.3 "**Boards of Commissioners**" means the Board of Commissioners of Morgan County, Newton County, and Walton County, individually and collectively, which is the legislative body of each county.

1.4 "**Bonds**" has the meaning set forth in Section 5.10.

1.5 "**Business Day**" means a day that is not a Saturday, Sunday or legal holiday in the State. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday under the laws of the State, the date for performance thereof shall be extended to the next Business Day.

1.6 "**Code**" means the Morgan County, Georgia Code of Ordinances, the Newton County, Georgia Code of Ordinances, and the Walton County, Georgia Code of Ordinances, each as amended.

1.7 "**Comprehensive Plan**" means the Newton County plan designed to guide the growth and development of the community, which presents a vision for the future, with long-range goals and objectives for all activities that affect Newton County.

1.8 "**Confidential Business Information**" has the meaning set forth in Section 8.2.

1.9 "**Data Center**" means real and personal property consisting of and including, but not limited to, equipment, buildings and structures specifically designed or modified to house networked computers and data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment, used primarily to provide, as a service to persons other than the company operating the data center, data and transaction processing services, outsource information technology services and computer, equipment colocation services, or, used primarily to provide, to a single user, including the user's affiliates, customers, lessees, vendors and other persons authorized by the user, data and transaction processing services.

1.10 "**Development Regulations**" means the 2003 Development Regulations, Newton County, Georgia, adopted March 4, 2003, amended through May 19, 2020 and which are effective as of the Effective Date and any and all similar regulations and/or local ordinances that apply to the process of the development and construction of the Project in Morgan and Walton Counties, as applicable.

1.11 "**Discretionary Action**" means an action which requires the exercise of judgment, deliberation, or a decision on the part of a Project County, including any board, commission, or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires a determination regarding compliance with statutes, ordinances, or regulations. Specifically included in the definition of "Discretionary Action" is the approval of final land plats.

1.12 "**Liaison**" shall have the meaning set forth in Section 5.4.

1.13 "**LDP**" means land disturbance permit.

1.14 "**Ministerial Action**" means an action which requires a determination regarding compliance with statutes, ordinances or regulations, such as the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions taken or considered by Newton County at the request of the Company to facilitate or as required to implement, develop and construct the Project, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals which are required by the Applicable Rules to implement the Project. A Ministerial Action shall not include any Discretionary Action as defined herein.

1.15 "**Project**" means the development and operation of a Data Center on the Property in the location shown on the Site Plan (as defined in Section 1.19) to be developed. The Project, if constructed, will consist of one or more buildings, and may include additional ancillary buildings and infrastructure improvements (for example but without limitation, paved parking and driveways, landscaping, security installations, utilities, alternative water and energy sources and other Project-related structures and improvements), any and all of which may be developed in phases over time, each with such components at such time and in such manner as the Company shall determine in its sole discretion.

1.16 "**Project Approvals**" means those Discretionary Actions that authorize the Project and that have been granted and approved. Schedule 1.16 sets forth the Project Approvals that have been granted as of the Effective Date.

1.17 "**Project Counties**" means Newton, Walton and Morgan Counties.

1.18 "**Revenue Sharing Agreement**" means that certain Revenue Sharing Agreement for Stanton Springs entered into on September 20, 2016 by and among Newton, Walton, Morgan, and Jasper Counties.

1.19 "**Site Plan**" means a depiction of certain aspects of Company's development of the Project that will be created by the Company or a consultant of the Company and provided by the Company or on the Company's behalf in connection with the development permitting process. The Site Plan shall be the version of such depiction that is accepted by Newton County in connection with the issuance of its Land Disturbance Permit (LDP), which version shall be accepted if consistent with the Applicable Rules.

1.20 "**State**" means the State of Georgia.

1.21 "**Term**" means the period commencing on the Effective Date and ending on the earlier of (A) December 31, 2046 (the "**Expiration Date**") and (B) such date as this Agreement may be terminated in accordance with its terms, or by written notice from the Company. Unless terminated under Subsection (B) in this Section 1.21, the Term shall automatically renew for successive periods of two (2) years each unless terminated by written notice of the Company or Newton County. The Expiration Date shall be automatically extended for a period of time equal to the duration of any delay in the Company's efforts to develop or construct the Data Center (or any phase thereof) or to operate the Data Center (or any phase thereof) in its ordinary course of business, where such delay results from enactments, moratoria, legal actions, or appeals that enjoin performance under this Agreement, from actions to stay performance under this Agreement, or from any litigation related to the Project Approvals, this Agreement, or the Property; provided that the Company shall notify Newton County within sixty (60) days after becoming aware of the condition which caused such delay and Newton County shall in turn notify the other Project Counties.

1.22 "**Zoning Ordinance**" means collectively, that certain Zoning Ordinance, which for (i) Newton County, Georgia, is dated February 17, 2009, with amendments through May 19, 2020, which is effective as of the Effective Date; (ii) Morgan County, Georgia, is dated in March of 2005, with amendments through October of 2020, which is effective as of the Effective Date; and (iii) Walton County, Georgia, is dated May 3, 2016, with amendments through September 1, 2020, which is effective as of the Effective Date.

ARTICLE 2.
COUNTY PROCEDURES AND ACTIONS

2.1 **Boards of Commissioners Approval.** The Boards of Commissioners represent that each has, after conducting a duly-noticed public meeting, approved this Agreement, the approval of which is consistent with the Applicable Rules, and authorized the execution of this Agreement.

ARTICLE 3.
PURPOSE OF THIS AGREEMENT

3.1 **Consideration**. Upon the execution of this Agreement, the Company shall pay to Newton County Ten Dollars ($10.00) as consideration and inducement to Newton County to enter into this Agreement and for the other Project Counties to agree to the applicable terms of this Agreement, which amount shall be non-refundable to the Company, and which amount Newton County shall share equally with the other Project Counties. The Project Counties believe that the Project will provide economic benefits to the Project Counties by creating jobs and stimulating economic growth in the region. The purpose of this Agreement to induce the Company to develop the Project by providing certain benefits to the Company and the Project. The Parties agree that the Company would not develop the Project without such confirmation from the Project Counties and that the Company is reasonably and in good faith relying on the promises herein to independently evaluate the economic feasibility and commercial reasonability of developing, completing and operating the Project.

3.2 **Development of the Project**. The Project may be developed in phases. The Parties acknowledge that as of the Effective Date, the Company cannot predict if, when or at what rate development

of the Project will occur. The timing and rate for development of the Property will depend upon numerous factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers to construct, and/or weather conditions. The Company may develop the Project in such order and at such rate and times as the Company deems appropriate within the exercise of its sole and absolute discretion, subject to the Project Approvals and the Applicable Rules. Newton County acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof.

3.3 **No Required Improvements**. The Company is not required to make any on-site or off-site improvements or perform any work under this Agreement or as a condition of any rights of the Company hereunder.

3.4 **Scope of Development Agreement**. Any work or improvements on the Property outside the scope of the Project shall not be subject to this Agreement.

ARTICLE 4.
FEES AND TAXES

4.1 **County Waiver of Fees**. Newton County agrees that all connection, permitting, plan inspection and other fees otherwise charged by Newton County in connection with land use approvals, subdivisions, the issuance of land disturbance and building permits or certificates of occupancy, and any other fee charged or otherwise assessed by Newton County in connection with development activity, shall be waived in their entirety and that the Company shall not be charged any permitting fee, including, without limitation those identified in Section 4.1.1 below, or inspection fees, assessment, or other charge by Newton County in connection with the initial development or occupancy of the Project by the Company, including any future improvements within the scope of the Project as a part of new construction; provided, however, the foregoing covenant shall exclude: future remodeling and reconfiguration of the Project which is inconsistent with the Site Plan; impact fees (described in Section 4.2 below); and only the review fees that are identified on Schedule 4.1 attached hereto.

4.1.1 The waived permitting fees referenced above include the following fees: (i) the consolidation plat and any other platting-related fees; (ii) LDP; (iii) building permit; (iv) electrical permit; (v) plumbing permit; (vi) gas permit; (vii) HVAC permit; (viii) construction trailer; and (ix) certificate of occupancy.

4.2 **Impact Fees**. Under the Newton County Development Impact Fee Ordinance, Newton County may grant case-by-case exemptions from impact fee assessments for projects providing extraordinary economic benefits as assessed under the Newton County Impact Fee Exemption Standards. To the extent, if any, that the Newton County Development Impact Fee Ordinance would impose impact fees upon the Project, in conformance with O.C.G.A. § 36-71-4(1) and Section 8 of the Development Impact Fee Ordinance, Newton County hereby finds that construction and operation of the proposed Project is worthy of a full exemption from impact fees, and represents that Newton County is willing to fund through revenue sources other than impact fees the improvements otherwise foregone through exemption of any impact fee on the Newton County portion of the Project (but not portions of the project in the other Project Counties). Accordingly, in recognition of the findings above, Newton County will approve any properly-submitted application(s) for impact fee exemption for those portions of the Project that lie within Newton County. To the extent, if any, that the other Project Counties have impact fee ordinances that would impose impact fees upon the Project, the other Project Counties agree to similarly adopt the commitments above in this Section 4.2, and will approve any properly-submitted application(s) for impact fee exemption for those portions of the Project that lie within their respective jurisdictions.

4.3 **Special Taxes and Assessments**. If the Company requests the formation of any special tax and assessment districts in connection with the Project, the Project Counties agree to cooperate fully in their formation to the extent allowable under the Code and applicable statutes. Nothing in this Section 4.3 shall amend the Revenue Sharing Agreement, and nothing in the Revenue Sharing Agreement will be deemed to amend this Agreement.

4.4 **Additional Taxes**. Newton County agrees that it shall not impose, unless required by state or federal law, any new taxes, assessments, levies, charges and/or similar fees with respect to the Project within Newton County during the Term hereof, unless such additional taxes, assessments, levies, charges or fees would apply to all uses in the Stanton Springs project (within Newton County) and which are not intended to have a disparate impact on the Property or on Data Center uses, and do not disproportionately burden the Property or the Data Center. The other Project Counties similarly agree to the commitments above with respect to those portions of the Project that lie within their respective jurisdictions.

ARTICLE 5.
ENTITLEMENTS

5.1 **Commitment to Development.** Newton County and the other Project Counties are committed to facilitate and assist the Company in developing the Project and in furtherance thereof, to the maximum extent permitted by applicable state or federal law, set forth certain specified entitlements in this Article 5. The Project Counties' intent in entering this Agreement is to vest all rights and entitlements stated in this Agreement in the Company. Recognizing the Company's reliance on this Agreement, Project Counties expressly agree that each shall not interpose any objection or defense to enforcement of this Agreement on grounds, if any exist, that any applicable state law limits or prohibits any of the entitlements set forth below or the covenants of the Project Counties herein.

5.2 **Entitlement to Develop**. Newton County certifies, and the other Project Counties concur, that, as of the date each executes this Agreement, subject to the Company's compliance with the requirements of the Project Approvals, no Applicable Rule prohibits, prevents or encumbers the completion and occupancy of any or all phases of the Project in accordance with the proposed uses, densities, designs, heights, set back requirements, signage, and other development requirements and entitlements incorporated and agreed to herein and in the Project Approvals. While nothing in the Applicable Rules prohibits development of the Project as proposed, the Company acknowledges that certain Applicable Rules by their nature must be applied during the development completion and occupancy phases.

5.3 **Vested Rights**. Newton County intends, and the other Project Counties concur, that every commitment made under this Agreement shall be a vested right in favor of the Company. The Company has the vested right to develop the Project, subject only to the terms and conditions of this Agreement and the Applicable Rules. The Project Counties acknowledges that the Company is relying in good faith on the vested rights created by this Agreement and has made and will make substantial changes in reliance on those rights. The Company's vested rights shall include, without limitation, the right to operate, maintain, remodel, renovate, rehabilitate, rebuild, or replace the Project or any portion thereof (including without limitation the right to replenish equipment used in operating the Project) throughout the Term for any reason, including, without limitation, in the event of damage, destruction, or obsolescence of the Project or any portion thereof, subject to the Applicable Rules and the Project Approvals. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt, or replaced, the Company may locate that portion of the Project at any other location on the Property consistent with the parameters of the Site Plan and subject to the Applicable Rules and the Project Approvals, and review and approval by, Newton County's Director of Development Services (to the extent such review and approval is provided in the Applicable Rules). Amendments consistent with the Applicable Rules may be made to the Site Plan if approved by the Director of the Newton County Planning Department, subject to any approval processes at the state/federal level to the extent required for the proposed amendments.

5.4 **Changes in Applicable Rules**. To the maximum extent permitted by law, no addition to, or modification of, the Applicable Rules including, without limitation, changes in the Comprehensive Plan or any zoning or building regulation, adopted or effective after the Effective Date, shall be applied to the Project. The Project Counties specifically agree that in no event shall any height restriction applicable to the Property or any buildings thereon, including any building that may be constructed in the future, be decreased to fewer than seventy-five (75) feet with respect to any structure constructed at the Project or modified from time to time. Newton County shall designate a specific individual within Newton County's Development Services Department (the "**Liaison**"), who shall, at no additional cost to the Company, communicate regularly with the Company upon request and provide the Company with as much prior written notice as is possible under the circumstances of any proposed addition to or modification of the Applicable Rules that may affect the Property. Notwithstanding the foregoing, the Company may, in its sole discretion, give Newton County written notice of its election to have any subsequent change in the Applicable Rules, not otherwise applicable to the Property, applied to all or any portion of the Property, in which case, such subsequent change shall be deemed to be incorporated within the Applicable Rules with respect to such portion of the Property. In the event of any conflict or inconsistency between this Agreement and the Applicable Rules, the provisions of this Agreement shall control to the extent legally permissible. The Project shall be subject to all applicable state and federal laws.

5.5 **Additional Permits**.

5.5.1 The permits and/or approvals listed on **Exhibit B** are the only permits and/or approvals that (based on the submission provided by or on behalf of the Company) will be required from the Project Counties to complete the development of and to operate the Project, all other permits and/or approvals otherwise required by the Project Counties have already been granted or waived. To the extent unanticipated permits or approvals are required, Newton County shall confer with the Company and work in good faith with the Company to issue any such permits and approvals as are reasonably required. This paragraph does not apply to permits or approvals provided by state or federal governments.

5.5.2 The Project Counties shall not unreasonably withhold, condition or delay any Ministerial or Discretionary Action requested by the Company with respect to the Project.

5.5.3 Newton County acknowledges that the Company is exploring options to use alternative energy sources to operate all or any portion of the Project. Such potential alternative energy sources include, without limitation, solar panels, geothermal cooling and wind energy. Newton County confirms that the foregoing alternative energy sources are permitted land uses on the Property. The Project Counties consent to such uses as part of the Project, subject to compliance with the Applicable Rules and the Project Approvals.

5.5.4 The Company may access groundwater, by drilling well(s) or otherwise, to establish an alternative and/or redundant water supply system for the Project and may collect and use rainwater to supplement the water supply system for the Project. The Project Counties consent to all of the above, subject to the Applicable Rules, the Project Approvals, and requirements of state and federal law.

5.6 **Moratoria or Interim Control Ordinances**. To the maximum extent permitted by law, no ordinance, resolution, policy, or other measure enacted after the Effective Date that relates directly or indirectly to the development of the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project shall apply to the Property or this Agreement. This section shall specifically not apply to ordinances, resolutions, or policies required by state or federal law or those setting a Project County's annual budget or fixing the uniform rate of taxation within a Project County.

5.7 **Timeframes and Staffing for Processing and Review**. Newton County shall expedite processing of all Ministerial Approvals and the Project Counties shall expedite processing of all Discretionary Actions, if any, and any other approvals or actions requested by the Company or otherwise required to develop and operate the Project as contemplated herein. Newton County shall process all Ministerial Approvals within ten (10) Business Days after it receives the application or formal request therefor, and each Project County shall process all approvals requiring a Discretionary Action within thirty (30) Business Days after it receives the application or formal request therefor, unless a different timeframe is required by state or federal law. Except as expressly set forth in Schedule 4.1, Newton County hereby waives all filing, building permit and inspection fees that would otherwise be payable in respect of the design and construction of the Project.

5.8 **Other Governmental Approvals**. Newton County shall facilitate the Company obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be necessary or desirable in connection with developing and/or operating the Project in the manner contemplated under this Agreement; and (ii) similar documents and instruments that may be required from third parties. If Newton County action is required in connection with obtaining any such approvals and permits, Newton County shall, if possible, take final action within thirty (30) Business Days following its receipt of each complete application.

5.9 **Prohibition on County Support.** During the Term of this Agreement, and to the extent permitted by applicable law (including legal prohibitions on "contract zoning"), Newton County shall not support the following zoning designation(s): the R-1, R-2, R-3, M-2, MSR, DR, RMF, MHP and MHS designations for land located within one hundred (100) feet of the boundary line of the Property. The other Project Counties similarly agree to the commitments above with respect to corresponding zoning designations in their counties for those portions of the Project that lie within their respective jurisdictions.

5.10 **Rights and Permits Remain in Effect Notwithstanding Bond Challenge**. The rights vested in the Company pursuant to this Agreement, including the rights described in this Article 5, shall continue and shall not be affected by any challenge to the issuance or validation of any bonds which may be issued (or are proposed to be issued) in connection with the development of the Project ("**Bonds**") or any delays in the construction of the Project as a consequence of such challenge, and Newton County agrees, to the extent requested by the Company, to renew or extend any permit or approval which may, on the face thereof, appear to expire or terminate prior to the date that the Project development and construction are complete. Without limiting the generality of the foregoing, any permit or approval relating to the Project shall continue in full force and effect, until the completion thereof in the event that any challenge to the issuance of the Bond delays the development and/or construction of the Project. The Project Counties agree not to challenge the validity of any Bond issuance.

5.11 **General Cooperation**. Newton County shall assist and cooperate in good faith with the Company in connection with the Company's development, construction, operation, maintenance, repair, replacement, expansion and/or modification of the Project from time to time, including, potentially, the creation, coordination and implementation of a traffic control plan. The other Project Counties similarly agree to the commitments above in this Section 5.11 with respect to those portions of the Project that lie within their respective jurisdictions.

5.12 **Notification of Changes in Laws**. Prior to approving the effectiveness thereof, the Project Counties agree to provide public notice required by law for any changes in governmental regulations relating to the development of properties similar to the Property, including any parcels or property or properties in the vicinity of the Project.

ARTICLE 6.
TERMINATION, DEFAULT AND REMEDY

6.1 **Termination**.

6.1.1 If the Company has not acquired an interest in the Property prior to the date which is three (3) years after the Effective Date, either party may terminate this Agreement by written notice to the other party prior to the acquisition by the Company of an interest in the Property.

6.1.2 If the owner of the Property changes the use of the Property from a Data Center, Newton County and the Company shall meet and discuss to reasonably determine if modifications to this Agreement are required.

6.1.3 The Company may terminate this Agreement at any time for convenience upon thirty (30) days' written notice to Newton County, which shall then provide prompt notice to the other Project Counties.

6.2 **Company Events of Default**. An event of default by the Company shall be deemed to occur hereunder if there is a breach by the Company of any of its covenants or agreements contained herein, which breach is not cured within thirty (30) days after receipt of written notice of such breach from Newton County; provided, however, such cure period shall be extended for a reasonable time if: a breach cannot reasonably be cured within such thirty (30)-day cure period, and the Company diligently pursues the cure to completion.

6.3 **County Events of Default**. An event of default by a Project County shall be deemed to occur hereunder if there is any breach by the Project County of any of its covenants or agreements contained herein, including without limitation the failure to accept an application, process, or render a decision on the Ministerial Actions and/or Discretionary Actions, which breach is not cured within ten (10) Business Days after receipt of written notice of such breach from the Company; provided, however, such cure period shall be extended for a reasonable time if a breach cannot reasonably be cured within such ten (10) Business Day cure period, and the subject Project County diligently pursues the cure to completion.

6.4 **Remedies**. If an event of default occurs the non-defaulting party may enforce this Agreement and seek damages or specific performance or both. An event of default shall not entitle the non-defaulting party to terminate this Agreement.

6.5 **Force Majeure**. The parties (including all Project Counties) shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, fire, flood, hurricanes, tornadoes, explosions, terrorism, acts of God or a public enemy, vandalism or civil riots. However, if any such event interferes with the performance by a party hereunder, such party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible. Notwithstanding anything to the contrary contained herein, water shortages, embargos, strikes, and labor disputes shall not constitute force majeure.

ARTICLE 7.
MORTGAGEE RIGHTS

7.1 **Encumbrances on the Property**. The Parties agree that this Agreement shall not prevent or limit the Company from encumbering its interest in the Property, or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more security deeds, deeds to secure debt, mortgages, sale and leaseback, or other form of secured financing ("**Mortgage**") with respect

to the construction, development, use or operation of the Project and parts thereof. Newton County acknowledges that the lender(s) providing such Mortgages may require certain Agreement interpretations and modifications and agrees, upon request, from time to time, to meet with the Company and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. Newton County will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

7.2 **Mortgagee Not Obligated**. Notwithstanding the provisions of Section 7.1, the holder of a Mortgage (a "**Mortgagee**") shall not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of the Company or other affirmative covenants of the Company hereunder, or to guarantee such performance.

7.3 **Mortgagee's Notice and Cure Rights**. The Mortgagee of any Mortgage or deed of trust encumbering the Property, or any part or interest thereof, that has submitted a request in writing to Newton County in the manner specified herein for giving notices shall be entitled to receive written notification from Newton County of any notice of non-compliance by the Company in the performance of the Company's obligations under this Agreement. If Newton County receives a request from a Mortgagee requesting a copy of any notice of non-compliance given to the Company under the terms of this Agreement, Newton County shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of non-compliance to the Company. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance for a period of one hundred twenty (120) days after the Mortgagee receives such written notice, notwithstanding the earlier lapse of any cure period in favor of the Owner.

7.4 **Disaffirmation**. If this Agreement is terminated as to any portion of the Property as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Company or its property, the Project Counties, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee to enter into a new development agreement pursuant to this Section 7.4.

ARTICLE 8.
CONFIDENTIALITY

8.1 **Generally**. The parties acknowledge and agree that this Agreement shall become a public record under the Open Records Act of the State of Georgia (O.C.G.A. § 50-18-70 et seq.), and that discussion regarding this Agreement shall take place before the Boards of Commissioners in open session. The Project Counties covenant that each will hold all Confidential Business Information, defined below, obtained by it, or any person employed by or representing each Project County, related to the Company's business in strictest confidence and the Project County covenants not to disclose, divulge or otherwise communicate Confidential Business Information in any manner to any person or entity, other than to those parties necessary to perform under this Agreement or verify the Company's compliance with this Agreement and the Applicable Rules, and except as necessary to comply with the Open Records Act (as discussed below).

8.2 **Confidential Business Information**. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to a Project County pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors and serve no significant public purpose (such information, collectively, "**Confidential Business Information**"). If the Company elects to assert that certain

information is a "trade secret", Company shall submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code. The Project Counties shall give prompt written notice to the Company of receipt of any request to inspect or for which it has received a request to provide copies of, public records relating to this Agreement or the Project that include records covered by the aforementioned affidavit of trade secret status. The notice shall include a copy of the request. The Project County shall give the Company two (2) Business Days from receipt of notice to respond to the request. If no response is received from the Company during such period, the Project County will allow inspection or provide copies of the requested records, having first redacted or deleted from any records it makes available for inspection or of which it provides copies any material designated by the Company as a trade secret as described above, and the parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. The Project County shall also provide the Company with a copy of the document and/or the redacted document furnished in response to the request. Any action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the Project County.

8.3 **Cooperation**. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties (including all the Project Counties) hereby agree to affirmatively cooperate in defending said action. The parties agree to cooperate to defend against any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any party to waive any rights.

8.4 **Publicity**. Except as required by law, Project Counties shall not make any public announcement, whether oral or written, regarding the parties entering into this Agreement or the terms and conditions hereof, without the prior written consent from the Company as to both the substance and form of such announcement. This prohibition shall not apply to statements made at meetings subject to the Georgia Open Meetings Act, statements made by individuals not authorized to speak on behalf of Project County governments, or records obtained under the Georgia Open Records Act. Upon request of the Company, Project Counties shall take reasonable steps to correct or disavow any public announcement regarding this Agreement that is made by an individual incorrectly purporting to speak on behalf of the Project County governments.

ARTICLE 9.
THIRD PARTY TRANSACTIONS

9.1 **Assignment; Successors**.

9.1.1 The rights and duties of the Company under this Agreement may be assigned by contract or merger and without the consent of Newton County or any of the Project Counties. Any assignment will relieve the Company from liability for the performance of its obligations under this Agreement arising prior to the date of such assignment to the extent such obligations are assumed by the assignee. In addition, the Company, as transferor, shall be relieved from all further liability under this Agreement from and after the effective date of such assignment and the transferee shall thereafter be the "Company" for all purposes hereunder. The foregoing transfer provisions shall not apply to any transfer or assignment for financing purposes, including any bond transaction.

9.1.2 The Company will, not less than thirty (30) days after the effective date of any such assignment, notify Newton County of any such assignment and, upon Newton County's request, furnish or cause to be furnished to Newton County a copy of the applicable assignment instrument.

9.1.3 The terms of this Agreement shall be binding upon all future successors, developers, owners or users of the property during the Term of this Agreement.

9.2 **Estoppel Certificate**. At any time, and from time to time, the Company may deliver written notice to Newton County, requesting that Newton County certify in writing that (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) to the knowledge of Newton County, the Company is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested by Company (an "**Estoppel Certificate**"). The Chairman of the Newton County Board of Commissioners and Newton County Attorney shall be authorized to execute, on behalf of Newton County, any Estoppel Certificate requested by the Company that complies with this Section 9.2. Newton County acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

9.3 **No Third-Party Beneficiaries**. The only named "Parties" to this Agreement are Newton County and the Company but Morgan County and Walton County are participants in this Agreement and each respectively acknowledge and agree to the provisions hereof that are applicable to each. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, Morgan County, and Walton County, this Agreement shall not be construed to benefit or be enforceable by any other person whatsoever.

ARTICLE 10.
NOTICES

Whenever any notice is required or permitted under this agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering party, or by U.S. Certified mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service. Until further notification by written notice in the manner required by this Article 10, notices to the parties shall be delivered as follows:

To Newton County:	Newton County, Georgia c/o Chairman Newton County Board of Commissioners 1124 Clark Street Covington, Georgia 30014
With a copy to:	Newton County, Georgia c/o County Manager 1113 Usher Street — Suite 203 Covington, Georgia 30014
To Morgan County:	Morgan County Attn: County Manager 150 East Washington Street Suite 100 Madison, GA 30650
With a copy to:	Christian G. Henry Hall Booth Smith, P.C. 440 College Ave., Suite 120 Athens, Georgia 30601

To Walton County:	Chairman of the Walton County Board of Commissioners 111 S Broad Street Monroe, Georgia 30655
With a copy to:	Charles Ferguson County Attorney 118 Court Street Monroe, Georgia 30655
To Company:	Baymare LLC c/o Tamaron Houston Seyfarth Shaw LLP 1075 Peachtree Street, NE Suite 2500 Atlanta, Georgia 30309-3962

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the 2nd Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

ARTICLE 11.
MISCELLANEOUS

11.1 **Amendments**. This Agreement may be amended from time to time upon written consent of the Parties, and such amendments shall be effective as to Walton and Morgan Counties upon written agreement and acknowledgement of such counties. To the extent required by state or federal law, amendments to this Agreement may require a public hearing.

11.2 **Waiver of Jury Trial**. To the extent permitted by law, the parties hereby waives any right to trial by jury of any claim, demand, action, or cause of action (i) arising under this Agreement, or (ii) in any way connected with or related or incidental to this Agreement or any of the transactions related hereto. To the extent permitted by law, parties agree and consent that any such claim, demand, action, or cause of action shall be decided by court trial without a jury and that any of them may file a copy of this Agreement with any court as evidence of such waiver.

11.3 **Waiver**. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and refers expressly to this Section 11.3. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

11.4 **Further Assurances**. All parties shall take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

11.5 **Relationship of the Parties**. It is understood and agreed by the parties hereto that the Company is an independent contractor and not an agent of the parties. Further, the Project Counties and Company hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making Project Counties and the Company joint venturers or partners.

11.6 **Severability**. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of any party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

11.7 **Entire Agreement**. This Agreement, together with all exhibits and schedules attached hereto, constitutes the parties' entire agreement and understanding regarding the matters set forth herein. All prior or contemporaneous oral or written drafts of this Agreement or other understandings with respect to the subject matter herein between the parties are merged into this Agreement. It is the parties' intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the Project Counties, their citizens and the Company.

11.8 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (by electronic means or otherwise) shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

11.9 **Choice of Law**. This Agreement shall be construed and enforced in accordance with the laws of the State.

11.10 **Neutral Interpretation; Headings**. The parties acknowledge that they have received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

11.11 **Memorandum of Agreement**. The parties agree to execute a Memorandum of Agreement in the form substantially similar to that attached as **Exhibit C**, to serve as notice to the public of the existence and provisions of this Agreement. The Company shall have the right to record such Memorandum of Agreement in the real estate records of Newton, Morgan and Walton Counties, Georgia.

11.12 **Clarification of Public Benefit**. The Project Counties and the Company acknowledge that the commitments provided by the Project Counties in this Agreement are not "public benefits" for purposes of compliance with the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

11.13 **Sovereign Immunity**. Nothing contained in this Agreement shall be construed to be a waiver of any individual's qualified, good faith or official immunities.

11.14 **No Personal Liability**. Nothing herein shall be construed as creating any individual or personal liability on the part of any of Project Counties' elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers, or the Company's individual employees, officers, members, managers, directors. No such individual shall be personally liable to a party or any successor in interest in the event of any default or breach by any party.

11.15 **Acknowledgement and Agreement**. In addition to Newton County, the Property also lies within Walton and Morgan Counties, and as such, Walton County, Georgia and Morgan County, Georgia, pursuant to their respective signatures on the Acknowledgement and Agreement attached hereto, are bound by the terms of this Agreement. In the event of any conflict or inconsistency between this Agreement and the Development IGA, the provisions of this Agreement shall control to the extent legally permissible.

11.16 **Anti-Corruption; Compliance**. In connection with the negotiation and performance of this Agreement, Newton County represents and warrants that it has complied and covenants that it shall comply with all applicable laws, rules, and regulations including anti-corruption legislation and that it has used and shall use only legitimate and ethical business practices. The transaction contemplated by this Agreement do not require the Company to submit a bid or otherwise participate in Newton County's standard procurement process (if applicable), or undertake any other obligations of the procurement rules and regulations governing Newton County.

11.17 **E-mail or PDF Signatures; DocuSign**. Signatures to this Agreement transmitted by e-mail or PDF shall be valid and effective to bind the party so signing. A copy of the electronic mail or PDF shall also be sent to the intended addressee by one of the means described in Section 10 above, in any case with all charges prepaid, addressed to the appropriate party at its address provided herein. Documents signed using DocuSign (other than the Memorandum of Development Agreement) shall constitute originals for all purposes hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

Newton County and the Company have caused this Agreement to be signed under seal, in their names and on their behalf by their duly authorized officers, all as of the Effective Date.

NEWTON COUNTY:

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

By:_____ Date:_____
Name: Marcello Banes
Title: Chairman, Board of Commissioners

ATTEST: [County Seal]

By:_____
Name:_____
Title:_____

Approved as to form: _____
County Attorney

COMPANY:

BAYMARE LLC,
a Delaware limited liability company Date:_____

By:_____[SEAL]
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____

[**ACKNOWLEDGEMENT PAGES FOLLOW]**

ACKNOWLEDGEMENT AND AGREEMENT

WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Walton County**") and **MORGAN COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**Morgan County**"), acting through their respective Boards of Commissioners, are each executing an Acknowledgment and Agreement hereof attached to this Agreement in order to acknowledge and approve the agreement of each to the provisions hereof that are respectively applicable to each of them, but are not considered to be "Parties" to such Agreement.

Newton County will be responsible for and the primary administrative agency for purposes of the Agreement to which this is attached.

Intergovernmental Agreements. To the extent permitted by law, this Agreement shall constitute an intergovernmental agreement under Georgia Constitution Art. IX, Sec. Ill, Para. I between and among Newton County, Walton County, and Morgan County. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution, but shall expire earlier upon its complete performance. By the execution of their respective Acknowledgments hereof, Walton County and Morgan County hereby agree, each with each other and with Newton County, to all of the provisions hereof respectively applicable to them.

ACKNOWLEDGED AND AGREED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it as set forth in the above Development Agreement, as the same was approved at a properly noticed and duly called public meeting of the of the body.

WALTON COUNTY, GEORGIA

By:_____ Date:_____
Chairman, Board of Commissioners of Walton County

Attest:

_____
Clerk of the Board

[County's Seal]

ACKNOWLEDGED AND AGREED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it as set forth in the above Development Agreement, as the same was approved at a properly noticed and duly called public meeting of the of the body.

MORGAN COUNTY, GEORGIA

By: _____ Date:_____
Chairman, Board of Commissioners of Morgan County

Attest:

_____
Clerk of the Board

[County's Seal]

EXHIBIT A

Property Description

PARCEL ONE

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 282, LAND LOTS 33, 34, 63, & 64, 19TH DISTRICT, MORGAN COUNTY; MILITIA DISTRICT 420, LAND LOTS 104 & 105, 1ST DISTRICT, NEWTON COUNTY; & MILITIA DISTRICT 418, LAND LOTS 74, 75, 102, 103, 104, & 105, 1ST DISTRICT, WALTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 (RIGHT-OF-WAY VARIES) 5138.19 FEET SOUTHEAST FROM THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE SOUTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 20 (RIGHT-OF-WAY VARIES), SAID POINT BEING THE POINT OF BEGINNING;

THENCE TRAVELING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 THE FOLLOWING THREE (3) COURSES AND DISTANCES, SOUTH 78° 51’ 41” EAST FOR A DISTANCE OF 125.00 FEET TO A POINT. THENCE, NORTH 56° 08’ 19” EAST FOR A DISTANCE OF 70.71 FEET TO A POINT. THENCE, SOUTH 78° 51’ 41” EAST FOR A DISTANCE OF 4609.25 FEET TO A 5/8 REBAR SET. THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 72° 11’ 50” EAST FOR A DISTANCE OF 49.03 FEET TO A 5/8 REBAR SET. THENCE, NORTH 16° 39’ 41” WEST FOR A DISTANCE OF 6.43 FEET TO A 5/8 REBAR SET ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20. THENCE TRAVELING ALONG SAID RIGHT-OF-WAY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES, SOUTH 78° 51’ 41” EAST FOR A DISTANCE OF 420.97 FEET TO A POINT. THENCE, SOUTH 32° 36’ 25” EAST FOR A DISTANCE OF 96.33 FEET TO A POINT. THENCE, SOUTH 06° 38’ 01” WEST FOR A DISTANCE OF 466.58 FEET TO A POINT. THENCE, SOUTH 83° 21’ 59” EAST FOR A DISTANCE OF 100.00 FEET TO A 5/8 REBAR SET. THENCE, NORTH 06° 38’ 01” EAST FOR A DISTANCE OF 466.58 FEET TO A 5/8 REBAR SET. THENCE, NORTH 39° 46’ 13” EAST FOR A DISTANCE OF 70.33 FEET TO A POINT. THENCE, SOUTH 78° 51’ 41” EAST FOR A DISTANCE OF 799.31 FEET TO A POINT. THENCE, SOUTH 67° 33’ 05” EAST FOR A DISTANCE OF 101.98 FEET TO A POINT. THENCE, SOUTH 82° 07’ 55” EAST FOR A DISTANCE OF 350.57 FEET TO A RIGHT-OF-WAY MONUMENT. THENCE, SOUTH 67° 33’ 05” EAST FOR A DISTANCE OF 101.98 FEET TO A POINT. THENCE, SOUTH 60° 55’ 47” EAST FOR A DISTANCE OF 210.35 FEET TO A RIGHT-OF-WAY MONUMENT. THENCE, SOUTH 26° 45’ 34” EAST FOR A DISTANCE OF 652.38 FEET TO A POINT. THENCE, SOUTH 78° 54’ 18” EAST FOR A DISTANCE OF 457.32 FEET TO A 5/8” REBAR SET AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE COMMON LAND LOT LINE OF LAND LOTS 34 & 35. THENCE LEAVING SAID RIGHT OF WAY AND TRAVELING ALONG SAID COMMON LAND LOT LINE, SOUTH 43° 47’ 03” WEST FOR A DISTANCE OF 2000.15 FEET TO A 1/2” REBAR INSIDE OF A 3” PIPE, SAID 1/2” REBAR ALSO BEING THE COMMON LAND LOT CORNER OF LAND LOTS 34, 35, 62 & 63. THENCE LEAVING SAID LAND LOT CORNER AND TRAVELING ALONG THE COMMON LAND LOT LINE OF LAND LOTS 62 & 63, SOUTH 44° 35’ 24” WEST FOR A DISTANCE OF 3006.44 FEET TO THE COMMON LAND LOT CORNER OF LAND LOTS 62, 63, 65, & 66. THENCE LEAVING SAID LAND LOT CORNER, NORTH 41° 56’ 19” WEST FOR A DISTANCE OF 450.35 FEET TO A 1” SQUARE POST. THENCE, NORTH 47° 53’ 48” WEST FOR A DISTANCE OF 2554.71 FEET TO A CONCRETE MONUMENT. THENCE, SOUTH 89° 31’ 08” WEST FOR A DISTANCE OF 602.34 FEET TO A 1/2” REBAR ON THE COMMON LAND LOT LINE OF LAND LOTS 103 & 104. THENCE TRAVELING ALONG SAID LAND LOT LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES, NORTH 30° 38’ 44” WEST FOR A DISTANCE OF 750.64 FEET TO 1/2” REBAR. THENCE, NORTH 30° 36’ 56” WEST FOR A DISTANCE OF 701.70

FEET TO AN AXLE AT THE COMMON LAND LOT CORNER OF LAND LOTS 102, 103, 104, & 105. THENCE LEAVING SAID LAND LOT CORNER, SOUTH 61° 29’ 30” WEST FOR A DISTANCE OF 945.63 FEET TO AN AXLE. THENCE, SOUTH 59° 21’ 20” WEST FOR A DISTANCE OF 275.27 FEET TO THE STUMP OF A 30” POPLAR TREE.
THENCE, NORTH 27° 31’ 34” EAST FOR A DISTANCE OF 39.82 FEET TO A 1/2” REBAR. THENCE, NORTH 37° 24’ 17” EAST FOR A DISTANCE OF 48.57 FEET TO A 1/2” REBAR. THENCE, NORTH 32° 20’ 49” EAST FOR A DISTANCE OF 80.59 FEET TO A 1/2” REBAR. THENCE, NORTH 33° 27’ 13” EAST FOR A DISTANCE OF 91.59 FEET TO A 1/2” REBAR. THENCE, NORTH 21° 29’ 22” EAST FOR A DISTANCE OF 147.14 FEET TO A 1/2” REBAR. THENCE, NORTH 14° 20’ 56” EAST FOR A DISTANCE OF 100.73 FEET TO A 1/2” REBAR. THENCE, NORTH 12° 31’ 42” EAST FOR A DISTANCE OF 83.69 FEET TO A 1/2” REBAR. THENCE, NORTH 03° 07’ 18” EAST FOR A DISTANCE OF 125.01 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 47’ 36” WEST FOR A DISTANCE OF 157.40 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 00’ 32” EAST FOR A DISTANCE OF 62.52 FEET TO A 5/8” REBAR SET. THENCE, NORTH 04° 01’ 00” EAST FOR A DISTANCE OF 109.40 FEET TO A 5/8” REBAR SET. THENCE, NORTH 02° 50’ 00” EAST FOR A DISTANCE OF 41.80 FEET TO A 5/8” REBAR SET. THENCE, NORTH 00° 02’ 49” WEST FOR A DISTANCE OF 120.57 FEET TO A 5/8” REBAR SET. THENCE, NORTH 00° 02’ 49” WEST FOR A DISTANCE OF 109.12 FEET TO A 5/8” REBAR SET. THENCE, NORTH 04° 35’ 43” WEST FOR A DISTANCE OF 104.15 FEET TO A 5/8” REBAR SET. THENCE, NORTH 01° 45’ 12” WEST FOR A DISTANCE OF 129.75 FEET TO A 5/8” REBAR SET. THENCE, NORTH 01° 24’ 52” EAST FOR A DISTANCE OF 190.23 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 58’ 59” EAST FOR A DISTANCE OF 177.00 FEET TO A 5/8” REBAR SET. THENCE, NORTH 06° 21’ 33” EAST FOR A DISTANCE OF 65.79 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 20’ 22” EAST FOR A DISTANCE OF 68.42 FEET TO A 5/8” REBAR SET. THENCE, NORTH 04° 19’ 08” EAST FOR A DISTANCE OF 63.25 FEET TO A 5/8” REBAR SET. THENCE, NORTH 08° 21’ 40” EAST FOR A DISTANCE OF 120.23 FEET TO A 5/8” REBAR SET. THENCE, NORTH 22° 51’ 48” EAST FOR A DISTANCE OF 72.05 FEET TO A 5/8” REBAR SET. THENCE, NORTH 40° 06’ 12” EAST FOR A DISTANCE OF 99.95 FEET TO A 5/8” REBAR SET. THENCE, NORTH 39° 30’ 42” EAST FOR A DISTANCE OF 98.61 FEET TO A 5/8” REBAR SET. THENCE, NORTH 32° 05’ 05” EAST FOR A DISTANCE OF 97.79 FEET TO A 5/8” REBAR SET. THENCE, NORTH 14° 33’ 13” EAST FOR A DISTANCE OF 44.83 FEET TO A 5/8” REBAR SET. THENCE, NORTH 03° 34’ 04” EAST FOR A DISTANCE OF 48.91 FEET TO A 5/8” REBAR SET. THENCE, NORTH 04° 51’ 13” WEST FOR A DISTANCE OF 119.07 FEET TO A 5/8” REBAR SET. THENCE, NORTH 15° 49’ 00” WEST FOR A DISTANCE OF 150.56 FEET TO A 5/8” REBAR SET. THENCE, NORTH 17° 53’ 59” EAST A DISTANCE OF 115.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 555.02 ACRES OR 24,176,550 SQUARE FEET MORE OR LESS.

PARCEL TWO

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 420, LAND LOT 103 & 104, 1ST DISTRICT, NEWTON COUNTY; & MILITIA DISTRICT 418, LAND LOT 104, 1ST DISTRICT, WALTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF NEWTON COUNTY, WALTON COUNTY, AND MORGAN COUNTY; THENCE NORTH 34° 24’ 38” WEST FOR A DISTANCE OF 14.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE, SOUTH 85°

13’ 21” WEST FOR A DISTANCE OF 207.58 FEET TO A 5/8” REBAR SET, SAID REBAR BEING THE POINT OF BEGINNING;

THENCE, SOUTH 42° 23’ 51” WEST FOR A DISTANCE OF 296.73 FEET TO 5/8” REBAR SET. THENCE, NORTH 87° 35’ 29” WEST FOR A DISTANCE OF 1798.57 FEET TO A 1” REBAR FOUND. THENCE, NORTH 87° 15’ 57” WEST FOR A DISTANCE OF 277.54 FEET TO A POINT AT THE CENTERLINE OF A CREEK. THENCE TRAVELING ALONG THE CENTERLINE OF SAID CREEK FOR THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES: NORTH 36° 16’ 52” EAST FOR A DISTANCE OF 9.86 FEET TO A POINT. THENCE, NORTH 23° 23’ 40” EAST FOR A DISTANCE OF 61.70 FEET TO A POINT. THENCE, NORTH 37° 23’ 04” EAST FOR A DISTANCE OF 67.46 FEET TO A POINT. THENCE, NORTH 12° 36’ 52” EAST FOR A DISTANCE OF 55.12 FEET TO A POINT. THENCE, NORTH 37° 12’ 03” EAST FOR A DISTANCE OF 46.14 FEET TO A POINT. THENCE, NORTH 15° 52’ 48” EAST FOR A DISTANCE OF 22.30 FEET TO A POINT. THENCE, NORTH 07° 40’ 56” WEST FOR A DISTANCE OF 60.60 FEET TO A POINT. THENCE, NORTH 13° 01’ 06” EAST FOR A DISTANCE OF 48.80 FEET TO A POINT. THENCE, NORTH 10° 33’ 37” EAST FOR A DISTANCE OF 67.11 FEET TO A POINT. THENCE, NORTH 06° 05’ 47” EAST FOR A DISTANCE OF 65.27 FEET TO A POINT. THENCE, NORTH 31° 41’ 48” EAST FOR A DISTANCE OF 47.54 FEET TO A POINT. THENCE, NORTH 01° 50’
55” WEST FOR A DISTANCE OF 82.74 FEET TO A POINT. THENCE, NORTH 39° 15’ 37” EAST FOR A DISTANCE OF 59.65 FEET TO A POINT. THENCE, NORTH 15° 25’ 48” WEST FOR A DISTANCE OF 53.79 FEET TO A POINT. THENCE, NORTH 10° 11’ 40” EAST FOR A DISTANCE OF 173.35 FEET TO A POINT. THENCE, NORTH 39° 51’ 00” EAST FOR A DISTANCE OF 57.96 FEET TO A POINT. THENCE, NORTH 31° 19’ 10” EAST FOR A DISTANCE OF 6.32 FEET TO A POINT. THENCE LEAVING THE CENTERLINE OF SAID CREEK, NORTH 59° 21’ 20” EAST FOR A DISTANCE OF 59.92 FEET TO AN AXLE FOUND. THENCE, NORTH 61° 29’ 30” EAST FOR A DISTANCE OF 945.63 FEET TO AN AXLE FOUND ON THE APPROXIMATE LAND LOT LINE OF LAND LOT 103 & 104. THENCE TRAVELING ALONG SAID LAND LOT LINE, SOUTH 30° 36’ 56” EAST FOR A DISTANCE OF 701.70 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 30° 38’ 44” EAST FOR A DISTANCE OF 750.64 FEET TO A 1/2” REBAR FOUND. THENCE LEAVING SAID LAND LOT LINE, SOUTH 88° 13’ 42” EAST A DISTANCE OF 395.65 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 42.11 ACRES OR 1,834,200 SQUARE FEET MORE OR LESS.

PARCEL THREE

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 420, LAND LOT 105, 1ST DISTRICT, NEWTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COUNTY MARKER LOCATED AT THE COMMON INTERSECTION OF NEWTON COUNTY, WALTON COUNTY, AND MORGAN COUNTY. THENCE, NORTH 34° 24 ‘38” WEST FOR A DISTANCE OF 14.45 FEET TO A CONCRETE MONUMENT FOUND. THENCE, SOUTH 85° 13’ 21” WEST FOR A DISTANCE ON 207.58 FEET TO A 5/8” REBAR SET. THENCE, NORTH 88° 13’ 42” WEST FOR A DISTANCE OF 395.65 FEET TO A 1/2” REBAR FOUND ON THE COMMON LAND LOT LINE OF LAND LOT 103 AND LAND LOT 104. THENCE, NORTH 30° 38’

44” WEST FOR A DISTANCE OF 750.64 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 30° 36’ 56” WEST FOR A DISTANCE OF 701.70 FEET TO AN AXLE AT THE COMMON LAND LOT CORNER OF LAND LOTS 102, 103, 104, AND 105. THENCE, SOUTH 61° 29’ 30” WEST FOR A DISTANCE OF 945.63 FEET TO AN AXLE. THENCE, SOUTH 59° 21’ 20” WEST FOR A DISTANCE OF 275.27 FEET TO THE STUMP OF A POPLAR TREE. THENCE, NORTH 27° 31’ 34” EAST FOR A DISTANCE OF 39.82 FEET A 1/2” REBAR FOUND. THENCE, NORTH 37° 24’ 17” EAST FOR A DISTANCE OF 48.57 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 32° 20’ 49” EAST FOR A DISTANCE OF 80.59 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 33° 27’ 13” EAST FOR A DISTANCE OF 91.59 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 21° 29’ 22” EAST FOR A DISTANCE OF 147.14 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 14° 20’ 56” EAST FOR A DISTANCE OF 100.73 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 12° 31’ 42” EAST FOR A DISTANCE OF 83.69 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 03° 07’ 18” EAST FOR A DISTANCE OF 125.01 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 05° 47’ 36” WEST FOR A DISTANCE OF 157.40 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 00’ 32” EAST FOR A DISTANCE OF 62.52 FEET TO A 5/8” REBAR SET ON THE SOUTHERLY RIGHT OF WAY OF SHIRE PARKWAY. THENCE TRAVELING ALONG SAID RIGHT OF WAY ALONG A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 43’ 46”, HAVING A RADIUS OF 2058.25 FEET, AND WHOSE LONG CHORD BEARS NORTH 61° 21’ 40” WEST FOR A DISTANCE OF 98.05 FEET TO A 5/8” REBAR SET; SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY, SOUTH 19° 08’ 21” WEST FOR A DISTANCE OF 334.46 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 26° 54’ 13” WEST FOR A DISTANCE OF 198.17 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 34° 39’ 30” WEST FOR A DISTANCE OF 561.62 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 34° 39’ 30” WEST FOR A DISTANCE OF 19.72 FEET TO A POINT AT THE CENTERLINE OF A CREEK. THENCE TRAVELING ALONG THE CENTERLINE OF SAID CREEK FOR THE FOLLOWING FORTY TWO (42) COURSES AND DISTANCES, NORTH 85° 35’ 42” WEST FOR A DISTANCE OF 50.57 FEET TO A POINT. THENCE, NORTH 52° 43’ 46” WEST FOR A DISTANCE OF 71.69 FEET TO A POINT. THENCE, SOUTH 87° 26’ 25” WEST FOR A DISTANCE OF 16.56 FEET TO A POINT. THENCE, NORTH 72° 51’ 49” WEST FOR A DISTANCE OF 96.77 FEET TO A POINT. THENCE, NORTH 30° 22’ 25” WEST FOR A DISTANCE OF 103.72 FEET TO A POINT. THENCE, NORTH 39° 56’ 32” WEST FOR A DISTANCE OF 137.93 FEET TO A POINT. THENCE, NORTH 17° 34’ 23” EAST FOR A DISTANCE OF 50.98 FEET TO A POINT. THENCE, NORTH 27° 42’ 59” WEST FOR A DISTANCE OF 67.11 FEET TO A POINT. THENCE, NORTH 73° 16’ 20” WEST FOR A DISTANCE OF 52.92 FEET TO A POINT. THENCE, NORTH 22° 23’ 26” WEST FOR A DISTANCE OF 82.88 FEET TO A POINT. THENCE, NORTH 72° 11’ 17” WEST FOR A DISTANCE OF 36.19 FEET TO A POINT. THENCE, NORTH 28° 02’ 33” WEST FOR A DISTANCE OF 59.27 FEET TO A POINT. THENCE, SOUTH 28° 42’ 42” WEST FOR A DISTANCE OF 31.31 FEET TO A POINT. THENCE, SOUTH 72° 47’ 59” WEST FOR A DISTANCE OF 30.67 FEET TO A POINT. THENCE, NORTH 01° 53’ 15” EAST FOR A DISTANCE OF 22.87 FEET TO A POINT. THENCE, NORTH 34° 33’ 06” WEST FOR A DISTANCE OF 27.38 FEET TO A POINT. THENCE, NORTH 85° 53’ 44” WEST FOR A DISTANCE OF 63.38 FEET TO A POINT. THENCE, NORTH 16° 31’ 13” WEST FOR A DISTANCE OF 73.56 FEET TO A POINT. THENCE, NORTH 57° 11’ 16” WEST FOR A DISTANCE OF 25.33 FEET TO A POINT. THENCE, NORTH 34° 05’ 41” WEST FOR A DISTANCE OF 54.30 FEET TO A POINT. THENCE, NORTH 47° 28’ 00” WEST FOR A DISTANCE OF 182.00 FEET TO A POINT. THENCE, NORTH 88° 56’ 09” WEST FOR A DISTANCE OF 35.31 FEET TO A POINT. THENCE, NORTH 25° 00’ 19” WEST FOR A DISTANCE OF 80.05 FEET TO A POINT. THENCE, NORTH 76° 27’ 01” WEST FOR A DISTANCE OF 98.21 FEET TO A POINT. THENCE, NORTH 21° 17’ 54” WEST FOR A DISTANCE OF 95.57 FEET TO A POINT. THENCE, NORTH 63° 33’ 03” WEST FOR A DISTANCE OF 19.58 FEET TO A POINT. THENCE, SOUTH 31° 09’ 11” WEST FOR A DISTANCE OF 49.80 FEET TO A POINT. THENCE, SOUTH 86° 32’ 27” WEST FOR A DISTANCE OF 28.65 FEET TO A POINT. THENCE,

NORTH 02° 46’ 11” WEST FOR A DISTANCE OF 105.94 FEET TO A POINT. THENCE, NORTH 29° 35’ 39” WEST FOR A DISTANCE OF 128.82 FEET TO A POINT. THENCE, NORTH 29° 17’ 00” EAST FOR A DISTANCE OF 78.57 FEET TO A POINT. THENCE, NORTH 10° 15’ 42” WEST FOR A DISTANCE OF 91.07 FEET TO A POINT. THENCE, NORTH 82° 33’ 37” WEST FOR A DISTANCE OF 92.73 FEET TO A POINT. THENCE, NORTH 64° 06’ 43” WEST FOR A DISTANCE OF 44.20 FEET TO A POINT. THENCE, NORTH 07° 19’ 19” WEST FOR A DISTANCE OF 32.82 FEET TO A POINT. THENCE, NORTH 13° 23’ 03” EAST FOR A DISTANCE OF 114.86 FEET TO A POINT. THENCE, NORTH 79° 45’ 14” EAST FOR A DISTANCE OF 21.62 FEET TO A POINT. THENCE, NORTH 00° 40’ 02” EAST FOR A DISTANCE OF 52.55 FEET TO A POINT. THENCE, NORTH 41° 16’ 55” WEST FOR A DISTANCE OF 44.49 FEET TO A POINT. THENCE, NORTH 09° 10’ 30” WEST FOR A DISTANCE OF 66.25 FEET TO A POINT. THENCE, NORTH 43° 06’ 03” WEST FOR A DISTANCE OF 40.50 FEET TO A POINT. THENCE LEAVING SAID CREEK SOUTH 88° 27’ 52” EAST A DISTANCE OF 20.00 FEET TO A 5/8” REBAR SET. THENCE, SOUTH 88° 27’ 52” EAST A DISTANCE OF 131.91 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 01° 37’ 02” EAST FOR A DISTANCE OF 165.67 FEET TO POINT ON THE SOUTHERLY RIGHT OF WAY OF SHIRE PARKWAY. THENCE TRAVELING ALONG SAID RIGHT OF WAY FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES: SOUTH 88° 22’ 18” EAST FOR A DISTANCE OF 17.36 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 12’ 43.6”, HAVING A RADIUS OF 1249.88 FEET, AND WHOSE LONG CHORD BEARS SOUTH 72° 45’ 56” EAST FOR A DISTANCE OF 672.49 FEET. THENCE, SOUTH 57° 09’ 30” EAST FOR A DISTANCE OF 229.67 FEET TO A POINT. THENCE, SOUTH 56° 54’ 55” EAST FOR A DISTANCE OF 60.57 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 57° 01’ 18” EAST FOR A DISTANCE OF 60.19 FEET TO A POINT. THENCE LEAVING SAID RIGHT OF WAY, SOUTH 32° 52’ 20” WEST FOR A DISTANCE OF 404.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 59’ 12”, HAVING A RADIUS OF 40.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 12° 08’ 42” EAST FOR A DISTANCE OF 56.56 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, SOUTH 57° 08’ 30” EAST FOR A DISTANCE OF 555.17 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 49° 40’ 09”, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 48’ 17” EAST FOR A DISTANCE OF 21.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 50° 20’ 59”, HAVING A RADIUS OF 60.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 48’ 17” EAST FOR A DISTANCE OF 51.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, NORTH 32° 52’ 26” EAST FOR A DISTANCE OF 414.07 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SHIRE PARKWAY. THENCE TRAVELING ALONG SAID RIGHT OF WAY SOUTH 57° 11’ 38” EAST A DISTANCE OF 121.34 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02° 47’ 59.4”, HAVING A RADIUS OF 2050.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 58° 35’ 38” EAST FOR A DISTANCE OF 100.17 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 33.49 ACRES OR 1,458,628 SQUARE FEET MORE OR LESS.

EXHIBIT B

List of Permits

1. Minor Plat-Platting Documents from each Project County to confirm final parcel boundary

2. Newton County Site Development Plan-Civil Improvements Package

3. Newton County Water and Sewerage Permit Plans (Illustrating the connection to the public water and sewer lines)

4. Commercial Building Permits (May be separate permits for different buildings or components of the Project)

5. Business License from each Project County where a building is physically located

EXHIBIT C

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS **MEMORANDUM OF DEVELOPMENT AGREEMENT** (as the same may be amended, restated, assigned in accordance with the terms herein, "**Memorandum of Agreement**") is made and entered into as of _____, 2021, by and between N**EWTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia acting by and through its governing authority, the Newton County Board of Commissioners ("**Newton County**") and **BAYMARE LLC**, a Delaware limited liability company (together with its successors and assigns, the "**Company**"), collectively the "**Parties**." Morgan County, Georgia and Walton County, Georgia (with Newton County, the "**Project Counties**"), have also acknowledged and agreed to the provisions of the Agreement applicable to them.

RECITALS

A. Newton County and the Company have a mutual interest in the development and operation of a data center project (the "**Project**"), on certain property located within Newton County, Morgan County and Walton County, Georgia (the "**Property**"), more particularly described in **Exhibit A** attached hereto.

B. In reliance on certain representations made and inducements offered by Newton County, with concurrence by the other Project Counties, the Company has acquired an interest in the Property for the purpose of possibly developing the Project.

C. The Project Counties have made representations and extended their offer of inducements in reliance on the Company's proposal for the Project, which, if undertaken, will be developed in phases over time.

WITH THESE UNDERSTANDINGS IN MIND, NOTICE IS HEREBY GIVEN THAT:

1. Newton County and the Company have entered into a Development Agreement, consented to by the other Project Counties to, among other things, document the understandings of the Company and the Project Counties, specify the nature and extent of the inducements offered, the entitlement granted and existing, the remaining approvals to be obtained and to otherwise set forth the rights and responsibilities of each of the parties.

2. During the Term of this Agreement, and to the extent, if any, permitted by law, Newton County shall not support the following zoning designation(s): the R-1, R-2, R-3, M-2, MSR, DR, RMF, MHP and MHS for land located within one hundred (100) feet of the boundary line of the Property. The other Project Counties similarly agree to the commitments above with respect to those portions of the Project that lie within their respective jurisdictions.

3. This Memorandum of Agreement has been prepared and executed solely for the purpose of recordation in the Office of the Clerk of the Superior Court of Newton County, Morgan County and Walton County in order to give public notice of the existence of the Development Agreement. The Project Counties and Company, and their successors and assigns, remain bound by all the terms and provisions of the Development Agreement during the term thereof, and this Memorandum of Agreement shall not be deemed to, and does not, constitute a revision or replacement of the Development Agreement, or in any manner enlarge, restrict or change the rights or responsibilities of the Parties thereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

COMPANY:

Baymare LLC, a Delaware limited liability company

By: _____
Name: _____
Title:

Sworn to and subscribed before me this ___ day of _____, 2021.

Unofficial Witness

Unofficial Witness

NEWTON COUNTY:

Newton County, Georgia, a political subdivision of the State of Georgia

By: _____
Name: _____
Title:

Sworn to and subscribed before me this ___ day of _____, 2021.

Unofficial Witness

Unofficial Witness

EXHIBIT A

The Property

[SEE ATTACHED]

SCHEDULE 1.16

Project Approvals

None as of the Effective Date

SCHEDULE 4.1

Non-Waived County Permitting Fees

Land Disturbance

Fire Marshal Plan Review of Land Disturbance

Building Plan Reviews

Building Permit Inspection

Electrical Permit

Plumbing Permit

Gas Permit

HVAC Permit

MORGAN COUNTY AGENDA REQUEST

Department: Administration

Presenter(s): Adam Mestres / Andrea Gray

Meeting Date: mm/dd/yyyy 3/2/2021

Type of Request: New Business

Wording for the Agenda:

Infrastructure Agreement between Baymare and the JDA -Acknowledgement

Background/History/Details:

JDA Representative to provide background

What action are you seeking from the Board of Commissioners?

Motion to acknowledge the provisions as set for in the infrastructure agreement between Baymare and JDA

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Approved by Purchasing Not Applicable

Manager's Approval Yes

Staff Notes:

INFRASTRUCTURE AGREEMENT

THIS **INFRASTRUCTURE AGREEMENT** (as the same may be amended, restated, assigned in accordance with the terms herein, this "**Agreement**") is made and dated effective as of _____, 2021 ("**Effective Date**") by and between the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, a public body corporate and politic of the State of Georgia (the "**Authority**") and Baymare LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, "**Company**"). The Authority and Company are sometimes referred to herein collectively as the "**Parties**" and each individually as a "**Party**".

RECITALS

A. **WHEREAS**, the Company has the right to acquire and maintain an interest in certain undeveloped parcels of land located within the mixed-use master planned community known as Stanton Springs, such parcels comprising approximately 628.54 acres of land in the aggregate, located in the State of Georgia (the "**State**") and more specifically in Morgan, Newton and Walton Counties and described on **Exhibit A** attached hereto (the "**Property**").

B. **WHEREAS**, in connection with the development and construction of a proposed Project (as defined in the Development Agreement [defined below]), the Company and Newton County, Georgia, a political subdivision of the State acting by and through its governing authority, the Newton County Board of Commissioners ("**Newton County**"), have entered into that certain Development Agreement, dated as of the Effective Date, the same Development Agreement having been acknowledged and agreed to by Walton County, Georgia, a political subdivision of the State ("**Walton County**") and Morgan County, Georgia, a political subdivision of the State of Georgia ("**Morgan County**") (as the same may be amended, restated, assigned or otherwise modified from time to time in accordance with the terms thereof, the "**Development Agreement**").

C. **WHEREAS**, the Authority finds developments such as the Project to be in the public interest of the citizens of the Project Counties (as defined in the Development Agreement), and thus desires to encourage and aid the Project in order to recruit the Project to such counties.

D. **WHEREAS**, the Parties also desire to provide for the construction of certain public improvements in Walton County and Morgan County that will benefit the Project and/or the Project Counties, which will be constructed by, or as directed by, the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Company hereby agree as follows:

1. **INDEPENDENT CONSIDERATION**. The Company has paid to the Authority the amount of One Hundred and No/100 Dollars ($100.00) as consideration and inducement to the Authority to enter into this Agreement, which amount shall be non-refundable to the Company.

2. **INFRASTRUCTURE IMPROVEMENTS**.

(a) Promptly following the Effective Date, the Authority shall, commence and thereafter use diligent efforts to complete the design, permitting, and construction of the following: (i) a two (2) lane frontage road, running parallel to the Project, north of Interstate 20, between Highway 278 and Sewell Road (the "**Frontage Road**"), and (ii) a spur road and related road alignments and connections (for

purposes of location only, see **Exhibit B** attached hereto and incorporated herein) (the "**Spur**"; together with Frontage Road being herein collectively, the "**Infrastructure Improvements**"). While the Authority agrees to construct a spur road in coordination with Morgan County and the Company, for the avoidance of doubt, the Authority is under no obligation to fund or build the turnaround depicted on **Exhibit B** unless mutually agreed to by the Parties in writing. All of the Infrastructure Improvements shall be fully constructed to Completion (defined below), free of liens, and in accordance with this Agreement. All costs to complete the Infrastructure Improvements shall be paid by the Authority except as set forth in Section 6 below. Upon the Parties' coming to a mutual agreement on the final plans and specifications ("**Plans and Specs**") for the Spur, such Plans and Specs shall automatically replace the depiction on **Exhibit B**; provided, however, that the Parties may execute any amendment or other instrument reasonably requested by one Party to the other to evidence the approved Plans and Specs.

(b) The Authority acknowledges that infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, so the Authority agrees to complete (or cause the Completion of) the Infrastructure Improvements.

(c) The Authority shall, at its sole cost and expense, obtain, and as applicable record, all necessary right-of-way, easement and crossing rights needed from any third parties to complete the Infrastructure Improvements.

3. **CONSTRUCTION**.

(a) The Authority shall construct (or cause to be constructed) the Infrastructure Improvements: (i) on or before the deadlines set forth on **Exhibit C**; (ii) in such a manner as to maintain harmonious labor relations and as not to interfere with or delay any work on the Project to be performed by the Company or the Company's contractors; (iii) in such a manner that the Company and the Company's contractors shall have reasonable vehicular and pedestrian access to the Property via public rights of way or any easements of record at all times; and (iv) in accordance with this Agreement. The Authority shall, and shall cause the Authority's contractors to, act in a commercially reasonable manner and endeavor in good faith to ensure the timely progression of construction of the Infrastructure Improvements. The Authority shall deliver to the Company regular updates (not less than monthly, or more often upon request of the Company, which updates are to be delivered monthly between the 1st and 10th days of such month) regarding the progress of and schedule for completion of the Infrastructure Improvements. All construction work occasioned by this Agreement shall be performed by contractors furnishing the lowest and best bid as determined pursuant to formal bidding requirements in accordance with the laws of the State, and as thereafter approved by the Authority.

(b) The Company shall have the right to retain, at Company's expense, a civil engineer (the "**Construction Monitor**") to (i) review and advise the Company with respect to all matters related to the design, construction, operation and use of the Infrastructure Improvements, (ii) monitor the progress of the development and construction of the Infrastructure Improvements, and (iii) review on behalf of Company all Payment Requests (hereinafter defined) submitted by the Authority. The Authority acknowledges that (A) the Construction Monitor has been retained by Company to act as a consultant, and only as a consultant, to Company in connection with the construction of the Infrastructure Improvements, (B) the Construction Monitor shall in no event have any power or authority to make any decision or to give any approval or consent or to do any other thing which is binding upon Company, and any such purported decision, approval, consent or act by the Construction Monitor on behalf of Company shall be void and of no force or effect, (C) Company reserves the right to make any and all decisions required to be made by Company under this Agreement, and without in any instance being bound or limited in any manner whatsoever by any opinion expressed or not expressed by the Construction Monitor to Company or any other person with respect thereto, (D) Company is entitled to the right but not the obligation to rely conclusively on the reports of the Construction Monitor with respect to any matter relating to the

construction of the Infrastructure Improvements, and (E) Company reserves the right in its sole and absolute discretion to replace the Construction Monitor with another inspector or monitor at any time and without prior notice to or approval by the Authority. The Construction Monitor shall be granted access at all reasonable times to any construction site of the Infrastructure Improvements (but in any event not earlier than 7 AM nor later than 7 PM [unless otherwise agreed to by the Parties]). The Company agrees to inform the Construction Monitor not to give instruction to or make demands upon any of the Authority's contractors or consultants associated with the Infrastructure Improvements. Moreover, the Construction Monitor shall not be the engineer of record for the Project.

4. **PUBLIC RIGHT-OF-WAY AND MAINTENANCE**. The Authority agrees to build the Spur in accordance with Morgan County's road specifications and requirements in order to qualify the Spur for dedication of a county road in Morgan County, and upon Completion of the Spur, the Authority shall cause the Spur to be publicly dedicated in Morgan County. Morgan County agrees, by signing the Acknowledgement and Agreement attached to this Agreement, to: accept and approve the dedication of the Spur if said Spur meets Morgan County's road specifications and requirements for county roads, and if so, thereafter assume responsibility for the care and maintenance of the Spur.

5. **EASEMENTS**. Notwithstanding any current or future Authority requirements, the Company, at its sole cost and expense, shall grant to the Authority a temporary construction easement determined to be reasonably necessary for the Authority to perform the Infrastructure Improvements related to the Spur. To the extent required, the form of such easement shall be subject to the joint and reasonable approval of the Authority and the Company. Notwithstanding anything herein to the contrary, the Authority's access rights to the Property shall be subject to the terms and conditions of that certain Lease Agreement (as amended) by and between the Authority and the Company dated on or around the Effective Date.

6. **REIMBURSEMENT**. The Company agrees to provide funds, not to exceed $3,000,000 (the "**Improvement Funds**"), to be used by the Authority in connection with payment for or reimbursement of construction costs of the Frontage Road. The Improvement Funds shall be a portion of the bond issuance fee payable to the Authority in connection with its issuance of revenue bonds, and the Company's disbursement of the Improvement Funds shall be contingent upon the Authority's timely progress and Completion of the Frontage Road as set forth below (each of [a] and [b], being a "**Milestone**"):

(a) On the Effective Date; and

(b) Upon Completion (defined below) of the Frontage Road.

Upon the satisfaction of each Milestone, the Company shall deliver one (1) installment in the amount of $1,500,000.00 to the Authority. Unless this Agreement is otherwise terminated pursuant to the terms hereof, the Company shall deliver two (2) total installments over the Term of this Agreement, and such aggregate amount paid by the Company for the reimbursement or payment of the Infrastructure Improvements shall not exceed the amount of the Improvement Funds. For purposes of satisfying the Milestone in Section 6(b) above, the Authority shall submit, by written notice to the Company, a payment request (a "**Payment Request**") and evidence of Completion of the Frontage Road. The Company shall have thirty (30) days following its receipt of a Payment Request to either (i) pay to the Authority the final installment of the Improvement Funds, or (ii) notify the Authority in writing that the Company objects to the Payment Request, which objection shall be based on the Authority's failure to comply with any of the terms of this Agreement. The Company shall not be required to make any payment or reimbursement of the Improvement Funds in connection with Completion unless and until such Milestone has been satisfied in full to the commercially reasonable satisfaction of the Company. For purposes of this Agreement, "**Completion**" shall mean (a) the Authority's receipt of final approval of Infrastructure Improvements by the permitting government authority and delivery of the same to the Company and (b) with respect to (x)

Frontage Road, the Authority shall deliver an easement agreement, in form and substance acceptable to the Company, which grants perpetual access rights to the Company and the Project to Frontage Road or evidence, satisfactory to the Company, that Frontage Road is a public road or (y) the Spur is publically dedicated to Morgan County as a public county road.

7. **TERM**. The term of this Agreement (the "**Term**") shall commence on the later of (i) the Effective Date, and (ii) the date the Company takes either a fee or leasehold interest in the Property, and terminate upon Completion of the Infrastructure Improvements (or such earlier time pursuant to Section 8 of this Agreement).

8. **DEFAULT AND REMEDIES**.

(a) Generally. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or specific performance or both.

(b) Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

9. **MISCELLANEOUS**.

(a) Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

(b) Notice. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 9(b), notices to the Parties shall be delivered as follows:

Authority:	Joint Development Authority Chairman 300 E Church Street Monroe, GA 30655
With a copy to:	Andrea P. Gray, LLC 300 E Church Street Monroe, Georgia 30655

Company: Baymare LLC
c/o Tamaron Houston
Seyfarth Shaw LLP
1075 Peachtree Street, NE
Suite 2500
Atlanta, Georgia 30309-3962

With respect to any notice given in the manner described above, the Party giving such notice shall also send the notice by email to the email address(es) of the recipient Party set forth above; however, simply sending an email(s) shall not be deemed sufficient service of a notice in accordance with this Agreement. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day (herein defined) after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. The Parties, by written notice given to the other, may designate any further or different names or addresses to which all notices or other communications shall be sent without said further or different names or addresses being considered amendments to this Agreement.

(c) Assignment. The Company may assign its rights and obligations under this Agreement without the consent of the Authority to any (i) person, firm or entity of its choice which is controlled by or under common control with Company, or (ii) subsequent owner of all or any portion of the Property. If Company assigns its rights and obligations hereunder as provided in the previous sentence, then Company shall be relieved of all of its covenants, commitments and obligations hereunder. The Authority shall have the right to assign all or a portion of its rights and obligations under this Agreement to the State or other government entity upon written approval of the Company which approval shall not be unreasonably withheld; provided, however, that in the event that the Improvement Funds have not been fully disbursed by the Company, the Company shall have the right to approve any assignee in its reasonable discretion.

(d) Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the Authority, the citizens of Morgan County, Newton County and Walton County and Company.

(e) Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed

to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

(f) Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State.

(g) Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

(h) Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

(i) Business Days. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday or legal holiday in the State. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Georgia, then the date for performance thereof shall be extended to the next Business Day.

(j) Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by the Development Agreement or by any other agreement or contract executed by the Authority and Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

(k) Confidential Information. Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the Authority pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to Company (such information, collectively, "**Confidential Business Information**"). The Authority shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Nothing herein shall prohibit Authority from disclosing this Agreement to the extent required by law, including, but not limited to, any open records or similar laws; however (i) Authority will give notice (by email to thouston@seyfarth.com) of Authority's receipt of an open records request within one (1) Business Day after receipt together with a copy of the open records request, (ii) Authority will give a copy of what the Authority plans to submit in response within two (2) Business Days after receipt of such open records request, and (iii) to the extent permissible by the open records law, documents will have Confidential Business Information redacted before delivered to the party invoking the open records request.

(l) Attorneys' Fees. If any action is brought by any Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 9(l) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

(m) Further Assurances. Upon the request of a Party, each Party agrees to (i) furnish to the requesting Party such requested information, (ii) execute and deliver to the requesting Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

(n) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

(o) Anti-Corruption; Compliance. In connection with the negotiation and performance of this Agreement, (a) the Authority represents and warrants that it has complied, and covenants that it shall comply, with all applicable laws, rules, and regulations, including anti-corruption legislation, and (b) the Authority and the Company each represent and warrant to the other that it has used, and shall use, only legitimate and ethical business practices.

(p) Time is of the Essence. Time is of the essence of this Agreement Company and Authority acknowledge the existence of uncertainty resulting from the Covid-19 pandemic and other force majeure events including but not limited to "Acts of God" or delays due to weather (collectively, a "**Force Majeure Condition**") that certain governmental functions may operate on schedules or cause delays that may prevent the Parties hereto, through no fault of such Party or Parties, from meeting deadlines and other dates set forth in this Agreement. As a result, the Parties agree that either Party may deliver an extension notice if a Force Majeure Condition exists in order to extend the date required for performance of any deadline or other date set forth herein, and such deadline or date shall be extended as set forth in such Party's extension notice but in no event shall any extension or extensions allowed in this Section 9(p) exceed sixty (60) days in the aggregate. The Parties also agree and acknowledge that construction of the Infrastructure Improvements will require receipt of a Section 404 Permit from the U.S. Army Corps of Engineers and that delays in processing said permit could delay the construction schedule at no fault of the Authority or the Company. The Parties agree to work together to establish reasonable schedule modifications to accommodate delays caused by the Section 404 Permit, if any, and under no circumstances will the Authority be held liable for a breach of this Agreement for circumstances, acts or failure to act related to the Section 404 Permit, which are wholly outside of its control, including those delays conclusively proven by the Authority to be directly caused by the acts of the Company.

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The Authority and the Company have caused this Agreement to be signed under seal, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

AUTHORITY:

JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia

By:_____[SEAL]
Name:_____
Title:_____

Attest

By:_____[SEAL]
Name:_____
Title:_____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

COMPANY:

BAYMARE LLC,
a Delaware limited liability company

By:_____[SEAL]
Name:_____
Title:_____

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ACKNOWLEDGEMENT AND AGREEMENT

Morgan County, acting through its Boards of Commissioners, hereby executes this Acknowledgment and Agreement in order to acknowledge and the agree to each of the provisions of this Agreement which are applicable to it, but Morgan County is not considered a "Party" to this Agreement.

MORGAN COUNTY:

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

By:_____[SEAL]
Name:_____
Title:_____

EXHIBIT A

PROPERTY

[SEE ATTACHED]

PARCEL ONE

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 282, LAND LOTS 33, 34, 63, & 64, 19TH DISTRICT, MORGAN COUNTY; MILITIA DISTRICT 420, LAND LOTS 104 & 105, 1ST DISTRICT, NEWTON COUNTY; & MILITIA DISTRICT 418, LAND LOTS 74, 75, 102, 103, 104, & 105, 1ST DISTRICT, WALTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 (RIGHT-OF-WAY VARIES) 5138.19 FEET SOUTHEAST FROM THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE SOUTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 20 (RIGHT-OF-WAY VARIES), SAID POINT BEING THE POINT OF BEGINNING;

THENCE TRAVELING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 THE FOLLOWING THREE (3) COURSES AND DISTANCES, SOUTH 78° 51’ 41” EAST FOR A DISTANCE OF 125.00 FEET TO A POINT. THENCE, NORTH 56° 08’ 19” EAST FOR A DISTANCE OF 70.71 FEET TO A POINT. THENCE, SOUTH 78° 51’ 41” EAST FOR A DISTANCE OF 4609.25 FEET TO A 5/8 REBAR SET. THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 72° 11’ 50” EAST FOR A DISTANCE OF 49.03 FEET TO A 5/8 REBAR SET. THENCE, NORTH 16° 39’ 41” WEST FOR A DISTANCE OF 6.43 FEET TO A 5/8 REBAR SET ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20. THENCE TRAVELING ALONG SAID RIGHT-OF-WAY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES, SOUTH 78° 51’ 41” EAST FOR A DISTANCE OF 420.97 FEET TO A POINT. THENCE, SOUTH 32° 36’ 25” EAST FOR A DISTANCE OF 96.33 FEET TO A POINT. THENCE, SOUTH 06° 38’ 01” WEST FOR A DISTANCE OF 466.58 FEET TO A POINT. THENCE, SOUTH 83° 21’ 59” EAST FOR A DISTANCE OF 100.00 FEET TO A 5/8 REBAR SET. THENCE, NORTH 06° 38’ 01” EAST FOR A DISTANCE OF 466.58 FEET TO A 5/8 REBAR SET. THENCE, NORTH 39° 46’ 13” EAST FOR A DISTANCE OF 70.33 FEET TO A POINT. THENCE, SOUTH 78° 51’ 41” EAST FOR A DISTANCE OF 799.31 FEET TO A POINT. THENCE, SOUTH 67° 33’ 05” EAST FOR A DISTANCE OF 101.98 FEET TO A POINT. THENCE, SOUTH 82° 07’ 55” EAST FOR A DISTANCE OF 350.57 FEET TO A RIGHT-OF-WAY MONUMENT. THENCE, SOUTH 67° 33’ 05” EAST FOR A DISTANCE OF 101.98 FEET TO A POINT. THENCE, SOUTH 60° 55’ 47” EAST FOR A DISTANCE OF 210.35 FEET TO A RIGHT-OF-WAY MONUMENT. THENCE, SOUTH 26° 45’ 34” EAST FOR A DISTANCE OF 652.38 FEET TO A POINT. THENCE, SOUTH 78° 54’ 18” EAST FOR A DISTANCE OF 457.32 FEET TO A 5/8” REBAR SET AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE COMMON LAND LOT LINE OF LAND LOTS 34 & 35. THENCE LEAVING SAID RIGHT OF WAY AND TRAVELING ALONG SAID COMMON LAND LOT LINE, SOUTH 43° 47’ 03” WEST FOR A DISTANCE OF 2000.15 FEET TO A 1/2” REBAR INSIDE OF A 3” PIPE, SAID 1/2” REBAR ALSO BEING THE COMMON LAND LOT CORNER OF LAND LOTS 34, 35, 62 & 63. THENCE LEAVING SAID LAND LOT CORNER AND TRAVELING ALONG THE COMMON LAND LOT LINE OF LAND LOTS 62 & 63, SOUTH 44° 35’ 24” WEST FOR A DISTANCE OF 3006.44 FEET TO THE COMMON LAND LOT CORNER OF LAND LOTS 62, 63, 65, & 66. THENCE LEAVING SAID LAND LOT CORNER, NORTH 41° 56’ 19” WEST FOR A DISTANCE OF 450.35 FEET TO A 1” SQUARE POST. THENCE, NORTH 47° 53’ 48” WEST FOR A DISTANCE OF 2554.71 FEET TO A CONCRETE MONUMENT. THENCE, SOUTH 89° 31’ 08” WEST FOR A DISTANCE OF 602.34 FEET TO A 1/2” REBAR ON THE COMMON LAND LOT LINE OF LAND LOTS 103 & 104. THENCE TRAVELING ALONG SAID LAND LOT LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES, NORTH 30° 38’ 44” WEST FOR A DISTANCE OF 750.64 FEET TO 1/2” REBAR. THENCE, NORTH 30° 36’ 56” WEST FOR A DISTANCE OF 701.70 FEET TO AN AXLE AT THE COMMON LAND LOT CORNER OF LAND LOTS 102, 103, 104, & 105. THENCE LEAVING SAID LAND LOT CORNER, SOUTH 61° 29’ 30” WEST FOR A DISTANCE OF

945.63 FEET TO AN AXLE. THENCE, SOUTH 59° 21’ 20” WEST FOR A DISTANCE OF 275.27 FEET TO THE STUMP OF A 30” POPLAR TREE.
THENCE, NORTH 27° 31’ 34” EAST FOR A DISTANCE OF 39.82 FEET TO A 1/2” REBAR. THENCE, NORTH 37° 24’ 17” EAST FOR A DISTANCE OF 48.57 FEET TO A 1/2” REBAR. THENCE, NORTH 32° 20’ 49” EAST FOR A DISTANCE OF 80.59 FEET TO A 1/2” REBAR. THENCE, NORTH 33° 27’ 13” EAST FOR A DISTANCE OF 91.59 FEET TO A 1/2” REBAR. THENCE, NORTH 21° 29’ 22” EAST FOR A DISTANCE OF 147.14 FEET TO A 1/2” REBAR. THENCE, NORTH 14° 20’ 56” EAST FOR A DISTANCE OF 100.73 FEET TO A 1/2” REBAR. THENCE, NORTH 12° 31’ 42” EAST FOR A DISTANCE OF 83.69 FEET TO A 1/2” REBAR. THENCE, NORTH 03° 07’ 18” EAST FOR A DISTANCE OF 125.01 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 47’ 36” WEST FOR A DISTANCE OF 157.40 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 00’ 32” EAST FOR A DISTANCE OF 62.52 FEET TO A 5/8” REBAR SET. THENCE, NORTH 04° 01’ 00” EAST FOR A DISTANCE OF 109.40 FEET TO A 5/8” REBAR SET. THENCE, NORTH 02° 50’ 00” EAST FOR A DISTANCE OF 41.80 FEET TO A 5/8” REBAR SET. THENCE, NORTH 00° 02’ 49” WEST FOR A DISTANCE OF 120.57 FEET TO A 5/8” REBAR SET. THENCE, NORTH 00° 02’ 49” WEST FOR A DISTANCE OF 109.12 FEET TO A 5/8” REBAR SET. THENCE, NORTH 04° 35’ 43” WEST FOR A DISTANCE OF 104.15 FEET TO A 5/8” REBAR SET. THENCE, NORTH 01° 45’ 12” WEST FOR A DISTANCE OF 129.75 FEET TO A 5/8” REBAR SET. THENCE, NORTH 01° 24’ 52” EAST FOR A DISTANCE OF 190.23 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 58’ 59” EAST FOR A DISTANCE OF 177.00 FEET TO A 5/8” REBAR SET. THENCE, NORTH 06° 21’ 33” EAST FOR A DISTANCE OF 65.79 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 20’ 22” EAST FOR A DISTANCE OF 68.42 FEET TO A 5/8” REBAR SET. THENCE, NORTH 04° 19’ 08” EAST FOR A DISTANCE OF 63.25 FEET TO A 5/8” REBAR SET. THENCE, NORTH 08° 21’ 40” EAST FOR A DISTANCE OF 120.23 FEET TO A 5/8” REBAR SET. THENCE, NORTH 22° 51’ 48” EAST FOR A DISTANCE OF 72.05 FEET TO A 5/8” REBAR SET. THENCE, NORTH 40° 06’ 12” EAST FOR A DISTANCE OF 99.95 FEET TO A 5/8” REBAR SET. THENCE, NORTH 39° 30’ 42” EAST FOR A DISTANCE OF 98.61 FEET TO A 5/8” REBAR SET. THENCE, NORTH 32° 05’ 05” EAST FOR A DISTANCE OF 97.79 FEET TO A 5/8” REBAR SET. THENCE, NORTH 14° 33’ 13” EAST FOR A DISTANCE OF 44.83 FEET TO A 5/8” REBAR SET. THENCE, NORTH 03° 34’ 04” EAST FOR A DISTANCE OF 48.91 FEET TO A 5/8” REBAR SET. THENCE, NORTH 04° 51’ 13” WEST FOR A DISTANCE OF 119.07 FEET TO A 5/8” REBAR SET. THENCE, NORTH 15° 49’ 00” WEST FOR A DISTANCE OF 150.56 FEET TO A 5/8” REBAR SET. THENCE, NORTH 17° 53’ 59” EAST A DISTANCE OF 115.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 555.02 ACRES OR 24,176,550 SQUARE FEET MORE OR LESS.

PARCEL TWO

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 420, LAND LOT 103 & 104, 1ST DISTRICT, NEWTON COUNTY; & MILITIA DISTRICT 418, LAND LOT 104, 1ST DISTRICT, WALTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF NEWTON COUNTY, WALTON COUNTY, AND MORGAN COUNTY; THENCE NORTH 34° 24’ 38” WEST FOR A DISTANCE OF 14.41 FEET TO A CONCRETE MONUMENT FOUND; THENCE, SOUTH 85° 13’ 21” WEST FOR A DISTANCE OF 207.58 FEET TO A 5/8” REBAR SET, SAID REBAR BEING THE POINT OF BEGINNING;

THENCE, SOUTH 42° 23’ 51” WEST FOR A DISTANCE OF 296.73 FEET TO 5/8” REBAR SET. THENCE, NORTH 87° 35’ 29” WEST FOR A DISTANCE OF 1798.57 FEET TO A 1” REBAR FOUND. THENCE, NORTH 87° 15’ 57” WEST FOR A DISTANCE OF 277.54 FEET TO A POINT AT THE CENTERLINE OF A CREEK. THENCE TRAVELING ALONG THE CENTERLINE OF SAID CREEK FOR THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES: NORTH 36° 16’ 52” EAST FOR A DISTANCE OF 9.86 FEET TO A POINT. THENCE, NORTH 23° 23’ 40” EAST FOR A DISTANCE OF 61.70 FEET TO A POINT. THENCE, NORTH 37° 23’ 04” EAST FOR A DISTANCE OF 67.46 FEET TO A POINT. THENCE, NORTH 12° 36’ 52” EAST FOR A DISTANCE OF 55.12 FEET TO A POINT. THENCE, NORTH 37° 12’ 03” EAST FOR A DISTANCE OF 46.14 FEET TO A POINT. THENCE, NORTH 15° 52’ 48” EAST FOR A DISTANCE OF 22.30 FEET TO A POINT. THENCE, NORTH 07° 40’ 56” WEST FOR A DISTANCE OF 60.60 FEET TO A POINT. THENCE, NORTH 13° 01’ 06” EAST FOR A DISTANCE OF 48.80 FEET TO A POINT. THENCE, NORTH 10° 33’ 37” EAST FOR A DISTANCE OF 67.11 FEET TO A POINT. THENCE, NORTH 06° 05’ 47” EAST FOR A DISTANCE OF 65.27 FEET TO A POINT. THENCE, NORTH 31° 41’ 48” EAST FOR A DISTANCE OF 47.54 FEET TO A POINT. THENCE, NORTH 01° 50’
55” WEST FOR A DISTANCE OF 82.74 FEET TO A POINT. THENCE, NORTH 39° 15’ 37” EAST FOR A DISTANCE OF 59.65 FEET TO A POINT. THENCE, NORTH 15° 25’ 48” WEST FOR A DISTANCE OF 53.79 FEET TO A POINT. THENCE, NORTH 10° 11’ 40” EAST FOR A DISTANCE OF 173.35 FEET TO A POINT. THENCE, NORTH 39° 51’ 00” EAST FOR A DISTANCE OF 57.96 FEET TO A POINT. THENCE, NORTH 31° 19’ 10” EAST FOR A DISTANCE OF 6.32 FEET TO A POINT. THENCE LEAVING THE CENTERLINE OF SAID CREEK, NORTH 59° 21’ 20” EAST FOR A DISTANCE OF 59.92 FEET TO AN AXLE FOUND. THENCE, NORTH 61° 29’ 30” EAST FOR A DISTANCE OF 945.63 FEET TO AN AXLE FOUND ON THE APPROXIMATE LAND LOT LINE OF LAND LOT 103 & 104. THENCE TRAVELING ALONG SAID LAND LOT LINE, SOUTH 30° 36’ 56” EAST FOR A DISTANCE OF 701.70 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 30° 38’ 44” EAST FOR A DISTANCE OF 750.64 FEET TO A 1/2” REBAR FOUND. THENCE LEAVING SAID LAND LOT LINE, SOUTH 88° 13’ 42” EAST A DISTANCE OF 395.65 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 42.11 ACRES OR 1,834,200 SQUARE FEET MORE OR LESS.

PARCEL THREE

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 420, LAND LOT 105, 1ST DISTRICT, NEWTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COUNTY MARKER LOCATED AT THE COMMON INTERSECTION OF NEWTON COUNTY, WALTON COUNTY, AND MORGAN COUNTY. THENCE, NORTH 34° 24 ‘38” WEST FOR A DISTANCE OF 14.45 FEET TO A CONCRETE MONUMENT FOUND. THENCE, SOUTH 85° 13’ 21” WEST FOR A DISTANCE ON 207.58 FEET TO A 5/8” REBAR SET. THENCE, NORTH 88° 13’ 42” WEST FOR A DISTANCE OF 395.65 FEET TO A 1/2” REBAR FOUND ON THE COMMON LAND LOT LINE OF LAND LOT 103 AND LAND LOT 104. THENCE, NORTH 30° 38’ 44” WEST FOR A DISTANCE OF 750.64 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 30° 36’ 56” WEST FOR A DISTANCE OF 701.70 FEET TO AN AXLE AT THE COMMON LAND LOT CORNER OF LAND LOTS 102, 103, 104, AND 105. THENCE, SOUTH 61° 29’ 30” WEST FOR A

DISTANCE OF 945.63 FEET TO AN AXLE. THENCE, SOUTH 59° 21’ 20” WEST FOR A DISTANCE OF 275.27 FEET TO THE STUMP OF A POPLAR TREE. THENCE, NORTH 27° 31’ 34” EAST FOR A DISTANCE OF 39.82 FEET A 1/2” REBAR FOUND. THENCE, NORTH 37° 24’ 17” EAST FOR A DISTANCE OF 48.57 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 32° 20’ 49” EAST FOR A DISTANCE OF 80.59 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 33° 27’ 13” EAST FOR A DISTANCE OF 91.59 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 21° 29’ 22” EAST FOR A DISTANCE OF 147.14 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 14° 20’ 56” EAST FOR A DISTANCE OF 100.73 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 12° 31’ 42” EAST FOR A DISTANCE OF 83.69 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 03° 07’ 18” EAST FOR A DISTANCE OF 125.01 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 05° 47’ 36” WEST FOR A DISTANCE OF 157.40 FEET TO A 5/8” REBAR SET. THENCE, NORTH 05° 00’ 32” EAST FOR A DISTANCE OF 62.52 FEET TO A 5/8” REBAR SET ON THE SOUTHERLY RIGHT OF WAY OF SHIRE PARKWAY. THENCE TRAVELING ALONG SAID RIGHT OF WAY ALONG A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 43’ 46”, HAVING A RADIUS OF 2058.25 FEET, AND WHOSE LONG CHORD BEARS NORTH 61° 21’ 40” WEST FOR A DISTANCE OF 98.05 FEET TO A 5/8” REBAR SET; SAID POINT BEING THE POINT OF BEGINNING;

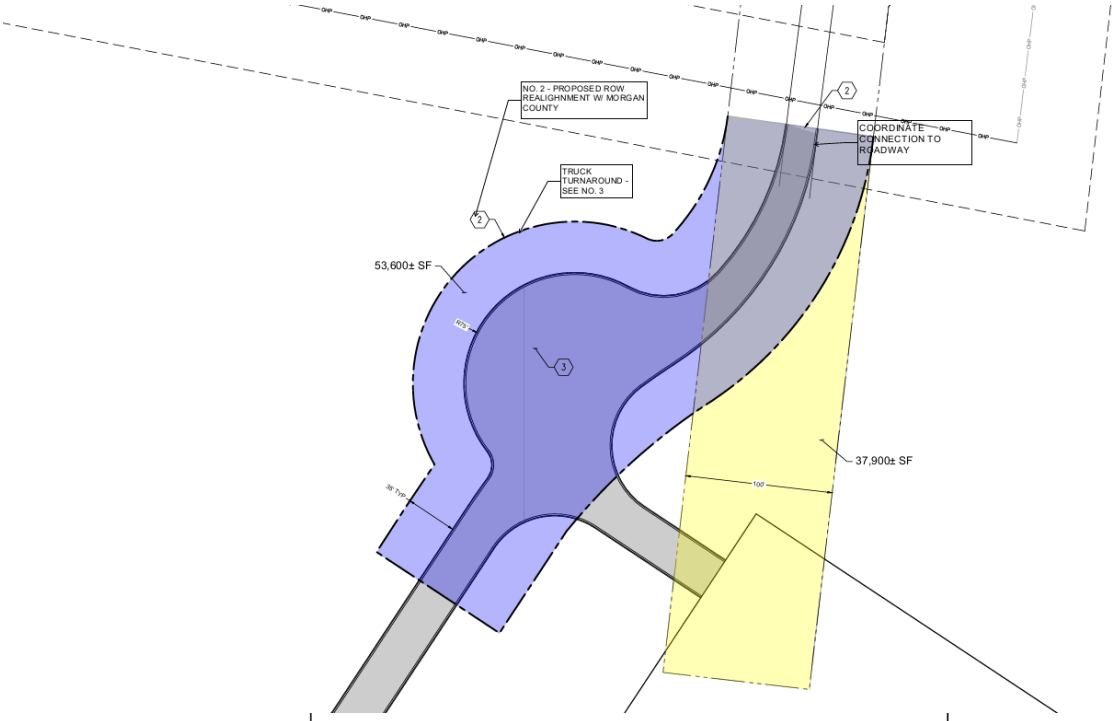
THENCE LEAVING SAID RIGHT OF WAY, SOUTH 19° 08’ 21” WEST FOR A DISTANCE OF 334.46 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 26° 54’ 13” WEST FOR A DISTANCE OF 198.17 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 34° 39’ 30” WEST FOR A DISTANCE OF 561.62 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 34° 39’ 30” WEST FOR A DISTANCE OF 19.72 FEET TO A POINT AT THE CENTERLINE OF A CREEK. THENCE TRAVELING ALONG THE CENTERLINE OF SAID CREEK FOR THE FOLLOWING FORTY TWO (42) COURSES AND DISTANCES, NORTH 85° 35’ 42” WEST FOR A DISTANCE OF 50.57 FEET TO A POINT. THENCE, NORTH 52° 43’ 46” WEST FOR A DISTANCE OF 71.69 FEET TO A POINT. THENCE, SOUTH 87° 26’ 25” WEST FOR A DISTANCE OF 16.56 FEET TO A POINT. THENCE, NORTH 72° 51’ 49” WEST FOR A DISTANCE OF 96.77 FEET TO A POINT. THENCE, NORTH 30° 22’ 25” WEST FOR A DISTANCE OF 103.72 FEET TO A POINT. THENCE, NORTH 39° 56’ 32” WEST FOR A DISTANCE OF 137.93 FEET TO A POINT. THENCE, NORTH 17° 34’ 23” EAST FOR A DISTANCE OF 50.98 FEET TO A POINT. THENCE, NORTH 27° 42’ 59” WEST FOR A DISTANCE OF 67.11 FEET TO A POINT. THENCE, NORTH 73° 16’ 20” WEST FOR A DISTANCE OF 52.92 FEET TO A POINT. THENCE, NORTH 22° 23’ 26” WEST FOR A DISTANCE OF 82.88 FEET TO A POINT. THENCE, NORTH 72° 11’ 17” WEST FOR A DISTANCE OF 36.19 FEET TO A POINT. THENCE, NORTH 28° 02’ 33” WEST FOR A DISTANCE OF 59.27 FEET TO A POINT. THENCE, SOUTH 28° 42’ 42” WEST FOR A DISTANCE OF 31.31 FEET TO A POINT. THENCE, SOUTH 72° 47’ 59” WEST FOR A DISTANCE OF 30.67 FEET TO A POINT. THENCE, NORTH 01° 53’ 15” EAST FOR A DISTANCE OF 22.87 FEET TO A POINT. THENCE, NORTH 34° 33’ 06” WEST FOR A DISTANCE OF 27.38 FEET TO A POINT. THENCE, NORTH 85° 53’ 44” WEST FOR A DISTANCE OF 63.38 FEET TO A POINT. THENCE, NORTH 16° 31’ 13” WEST FOR A DISTANCE OF 73.56 FEET TO A POINT. THENCE, NORTH 57° 11’ 16” WEST FOR A DISTANCE OF 25.33 FEET TO A POINT. THENCE, NORTH 34° 05’ 41” WEST FOR A DISTANCE OF 54.30 FEET TO A POINT. THENCE, NORTH 47° 28’ 00” WEST FOR A DISTANCE OF 182.00 FEET TO A POINT. THENCE, NORTH 88° 56’ 09” WEST FOR A DISTANCE OF 35.31 FEET TO A POINT. THENCE, NORTH 25° 00’ 19” WEST FOR A DISTANCE OF 80.05 FEET TO A POINT. THENCE, NORTH 76° 27’ 01” WEST FOR A DISTANCE OF 98.21 FEET TO A POINT. THENCE, NORTH 21° 17’ 54” WEST FOR A DISTANCE OF 95.57 FEET TO A POINT. THENCE, NORTH 63° 33’ 03” WEST FOR A DISTANCE OF 19.58 FEET TO A POINT. THENCE, SOUTH 31° 09’ 11” WEST FOR A DISTANCE OF 49.80 FEET TO A POINT. THENCE, SOUTH 86° 32’ 27” WEST FOR A DISTANCE OF 28.65 FEET TO A POINT. THENCE, NORTH 02° 46’ 11” WEST FOR A DISTANCE OF 105.94 FEET TO A POINT. THENCE, NORTH 29° 35’ 39” WEST FOR A DISTANCE OF 128.82 FEET TO A POINT. THENCE, NORTH 29° 17’ 00” EAST

FOR A DISTANCE OF 78.57 FEET TO A POINT. THENCE, NORTH 10° 15’ 42” WEST FOR A DISTANCE OF 91.07 FEET TO A POINT. THENCE, NORTH 82° 33’ 37” WEST FOR A DISTANCE OF 92.73 FEET TO A POINT. THENCE, NORTH 64° 06’ 43” WEST FOR A DISTANCE OF 44.20 FEET TO A POINT. THENCE, NORTH 07° 19’ 19” WEST FOR A DISTANCE OF 32.82 FEET TO A POINT. THENCE, NORTH 13° 23’ 03” EAST FOR A DISTANCE OF 114.86 FEET TO A POINT. THENCE, NORTH 79° 45’ 14” EAST FOR A DISTANCE OF 21.62 FEET TO A POINT. THENCE, NORTH 00° 40’ 02” EAST FOR A DISTANCE OF 52.55 FEET TO A POINT. THENCE, NORTH 41° 16’ 55” WEST FOR A DISTANCE OF 44.49 FEET TO A POINT. THENCE, NORTH 09° 10’ 30” WEST FOR A DISTANCE OF 66.25 FEET TO A POINT. THENCE, NORTH 43° 06’ 03” WEST FOR A DISTANCE OF 40.50 FEET TO A POINT. THENCE LEAVING SAID CREEK SOUTH 88° 27’ 52” EAST A DISTANCE OF 20.00 FEET TO A 5/8” REBAR SET. THENCE, SOUTH 88° 27’ 52” EAST A DISTANCE OF 131.91 FEET TO A 1/2” REBAR FOUND. THENCE, NORTH 01° 37’ 02” EAST FOR A DISTANCE OF 165.67 FEET TO POINT ON THE SOUTHERLY RIGHT OF WAY OF SHIRE PARKWAY. THENCE TRAVELING ALONG SAID RIGHT OF WAY FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES: SOUTH 88° 22’ 18” EAST FOR A DISTANCE OF 17.36 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 12’ 43.6”, HAVING A RADIUS OF 1249.88 FEET, AND WHOSE LONG CHORD BEARS SOUTH 72° 45’ 56” EAST FOR A DISTANCE OF 672.49 FEET. THENCE, SOUTH 57° 09’ 30” EAST FOR A DISTANCE OF 229.67 FEET TO A POINT. THENCE, SOUTH 56° 54’ 55” EAST FOR A DISTANCE OF 60.57 FEET TO A 1/2” REBAR FOUND. THENCE, SOUTH 57° 01’ 18” EAST FOR A DISTANCE OF 60.19 FEET TO A POINT. THENCE LEAVING SAID RIGHT OF WAY, SOUTH 32° 52’ 20” WEST FOR A DISTANCE OF 404.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 59’ 12”, HAVING A RADIUS OF 40.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 12° 08’ 42” EAST FOR A DISTANCE OF 56.56 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, SOUTH 57° 08’ 30” EAST FOR A DISTANCE OF 555.17 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 49° 40’ 09”, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 48’ 17” EAST FOR A DISTANCE OF 21.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 50° 20’ 59”, HAVING A RADIUS OF 60.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81° 48’ 17” EAST FOR A DISTANCE OF 51.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, NORTH 32° 52’ 26” EAST FOR A DISTANCE OF 414.07 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SHIRE PARKWAY. THENCE TRAVELING ALONG SAID RIGHT OF WAY SOUTH 57° 11’ 38” EAST A DISTANCE OF 121.34 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02° 47’ 59.4”, HAVING A RADIUS OF 2050.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 58° 35’ 38” EAST FOR A DISTANCE OF 100.17 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 33.49 ACRES OR 1,458,628 SQUARE FEET MORE OR LESS.

EXHIBIT B

DEPICTION OF SPUR



1 COORDINATE CONNECTION TO PROPOSED ROADWAY

2 PROPOSED ROW RE-ALIGNMENT

3 TRUCK TURNAROUND

EXHIBIT C

CONSTRUCTION DEADLINES

Final construction deadlines and phasing shall be determined upon consultation between the Authority's engineering representatives and the Company's Construction Monitor or other engineer selected by the Company. The schedule below is a placeholder until such time as a more detailed scheduled can be derived (the "**Updated Schedule**"). The Updated Schedule shall be approved by the Parties as an amendment to this Agreement within thirty (30) days of the Effective Date. Following adoption of the Updated Schedule, the schedule may be adjusted by mutual agreement of the Authority and Company at any time.

1. **Frontage Road**: 18 to 24 months after the Effective Date

2. **Spur**: The Spur may be constructed in multiple phases and timed to accommodate construction traffic and to have final paving and connections to Frontage Road completed by the deadline for Frontage Road. A graded and graveled roadbed suitable for access to the Property shall be installed by the Authority in accordance with the timeline mutually agreed upon by the Parties in writing on or prior to the Effective Date, and thereafter incorporated into the Updated Schedule. The Spur will receive final paving simultaneously with that of the Frontage Road.

MORGAN COUNTY AGENDA REQUEST

Department: Administration

Presenter(s): Adam Mestres / Andrea Gray

Meeting Date: mm/dd/yyyy 3/2/2021

Type of Request: New Business

Wording for the Agenda:

Resolution to Authorize the Morgan County Board of Tax Assessors to Enter into a Contract with Baymare and the JDA

Background/History/Details:

JDA Representative to provide background

What action are you seeking from the Board of Commissioners?

Motion to approve the resolution 2021-RES-008 as presented.

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Approved by Purchasing Not Applicable

Manager's Approval Yes

Staff Notes:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF MORGAN COUNTY, GEORGIA, AUTHORIZING THE BOARD OF TAX ASSESSORS OF MORGAN COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, THE BOARD OF TAX ASSESSORS OF NEWTON COUNTY, AND THE BOARD OF TAX ASSESSORS OF WALTON COUNTY, REGARDING PROJECT BAYMARE, AND RELATED PURPOSES.

WHEREAS, the Board of Commissioners of Morgan County, Georgia (the "**Board of Commissioners**"), as the governing body of Morgan County, Georgia (the "**County**"), desires to authorizes the Board of Tax Assessors of Morgan County (the "**Morgan Assessors**") to enter into an agreement related to the administration of the Morgan Assessors' duties to identify, classify, and value, as appropriate, properties in the County; and

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County, and Walton County (the "**JDA**"), has negotiated for the location of and construction of a facility in the development park known as "**Stanton Springs**," on parcels of land consisting approximately 628.54 acres, spanning across the boundary lines of the County, Newton County, and Walton County (the "**Project**") for the benefit of Baymare LLC (the "**Company**"); and

WHEREAS, the Morgan Assessors have determined it to be in the best interests of the administration of the Morgan Assessors' duties to enter into an intergovernmental agreement with the JDA, the Board of Tax Assessors of Newton County (the "**Newton Assessors**"), and the Board of Tax Assessors of Walton County (the "**Walton Assessors**") relating to (i) the mutual determination by the Morgan Assessors, the Newton Assessors, and the Walton Assessors (collectively, the "**Boards of Assessors**") of the non-taxability of the interests of the Company under the relevant financing structure in the property comprising the Project, and (ii) the agreement of the Boards of Assessors to contract with the JDA related to administration of valuation, tax savings, and related calculations for the Project; and

WHEREAS, the Company has requested that the Board of Commissioners of the County, the Board of Commissioners of Newton County, and the Board of Commissioners of Walton County each adopt a resolution authorizing, respectively, the Morgan Assessors, the Newton Assessors, and the Walton Assessors to enter into such intergovernmental agreement(s).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Morgan County, Georgia, as follows:

Section 1. <u>Authorization to Enter Into Intergovernmental Agreement</u>. The execution and delivery by the Morgan Assessors of one or more agreements with the JDA, the Newton Assessors, and the Walton Assessors as contemplated herein are hereby authorized by the Board of Commissioners, as the governing body for the County. Any such agreements of the Morgan Assessors as approved by this Resolution may be made separately or in conjunction with and as part of one or more agreements between the JDA and the Company. The Chairman and/or Vice

Chairman and Clerk are hereby authorized to enter this Resolution, as discussed, reviewed and adopted at a duly noticed and public meeting of the Board of Commissioners, to take any and all further action and to execute and deliver any and all other documents as may be necessary or appropriate in connection with the foregoing.

Section 2. Governing Law. This Resolution shall be governed by and shall be construed under and enforced in accordance with the laws of the State of Georgia, without regard to the provisions of Georgia law relating to conflict of laws.

Section 3. No Individual Responsibility of Officials. No stipulations, obligations or agreements of the Board of Commissioners or the County shall be deemed to be stipulations, obligations or agreements of any member, official, or employee of the County in his or her individual capacity.

Section 4. Conflicts. Any and all resolutions or parts of resolutions heretofore adopted which are in conflict with this resolution shall, to the extent of such conflict, be and the same are hereby repealed.

Section 5. Severability. In case any one or more of the provisions of this resolution, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

Section 6. Effective Date. This Resolution shall become effective upon its adoption and the approval in effect until such time as the agreement(s) contemplated by the Morgan Assessors have been executed and fulfilled.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ADOPTED this 2nd day of March, 2021.

MORGAN COUNTY, GEORGIA,
Acting by and through its Board of Commissioners

_____
Philipp Von Hanstein, Chairman

_____
Ben M. Riden, Jr., Vice-Chairman

_____
Andrew A. Ainslie, Jr., Commissioner

_____
Donald B. Harris, Commissioner

_____
Bill Kurtz, Commissioner

_____
Attest: Leslie Brandt, County Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Morgan County, Georgia (the "**County**"), **DOES HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the **Resolution of the Board of Commissioners of Morgan County Authorizing the Board of Tax Assessors of Morgan County to Enter Inter an Intergovernmental Agreement with the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, the Board of Tax Assessors of Newton County, and the Board of Tax Assessors of Walton County, Regarding Project Baymare, and Related Purposes**, adopted by the County at an open public meeting at which a quorum was present, duly called and lawfully assembled at 10:00 a.m. on the 2nd day of March, 2021, the original of such Resolution being duly recorded in the Minute Book of the County, which Minute Book is in my custody and control.

I do hereby further certify that all members of the Board of Commissioners were present at said meeting except the following members who were absent:

_____

and that the Resolution was duly adopted by the following vote:

The following voted "Aye": _

_____

_____.

The following voted "Nay": _____.

The following Did Not Vote: _____.

WITNESS my hand and the official seal of the Board of Commissioners of Morgan County, Georgia this 2nd day of March, 2021.

_____
Clerk, Board of Commissioners of Morgan County

[SEAL]

MORGAN COUNTY AGENDA REQUEST

Department: Administration

Presenter(s): Adam Mestres / Andrea Gray

Meeting Date: mm/dd/yyyy 3/2/2021

Type of Request: New Business

Wording for the Agenda:

GDOT Quitclaim Deed Sewell Church Rd ROW

Background/History/Details:

JDA Representative to provide background

What action are you seeking from the Board of Commissioners?

Motion to accept the GDOT quitclaim deed and maintenance agreement as presented.

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance: Not Applicable

Approved by Purchasing: Not Applicable

Manager's Approval: Yes

Staff Notes:

GEORGIA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED AND MAINTENANCE AGREEMENT

GEORGIA, MORGAN COUNTY

PROJECT NO. I-20-2(22)120
P. I. NO. H000095

THIS INDENTURE, made this day _____of_____, 2021, between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, party of the first part, and MORGAN COUNTY, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, the receipt of whereof is hereby acknowledged has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the said party of the second part, his heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain roads as shown colored in yellow and indicated on the attached plats; and

WHEREAS, the COUNTY and the DEPARTMENT agree that the COUNTY shall provide for proper maintenance of the roadway system that approaches, goes under, above or adjacent to Georgia Department of Transportation Highway Project Number I-20-2(22)120 A/K/A INTERSTATE ROUTE 20 and will make ample provision for such maintenance on roads shown and indicated on attached plats.

"SEE ATTACHMENT"

Said project BEGINNING at station 895 + 30.34 on the centerline of Georgia Highway Project Number I-20-2 (22)120 running to station 1516 + 70.00.

TO HAVE AND TO HOLD the foregoing highlighted premises on the attached plat, together with all and singular the rights, privileges and appurtenances thereto, or in anywise appertaining, to the only proper use, benefit and behoof of the party of the second part, his heirs, and assigns, forever.

IN WITNESSETH WHEREOF, the party of the first part, acting by and through the Commissioner of the DEPARTMENT OF TRANSPORTATION, has hereunto caused the hand and seal of the DEPARTMENT OF TRANSPORTATION to be set to these presents the day and year first above written.

RECOMMENDED:

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

BY: _____
Russell R. McMurry, P.E.
Commissioner

ATTEST: _____
Angela Whitworth
Treasurer

Signed, Sealed and Delivered
this 18 day of February,
20 21, in the presence of:

_____
Witness

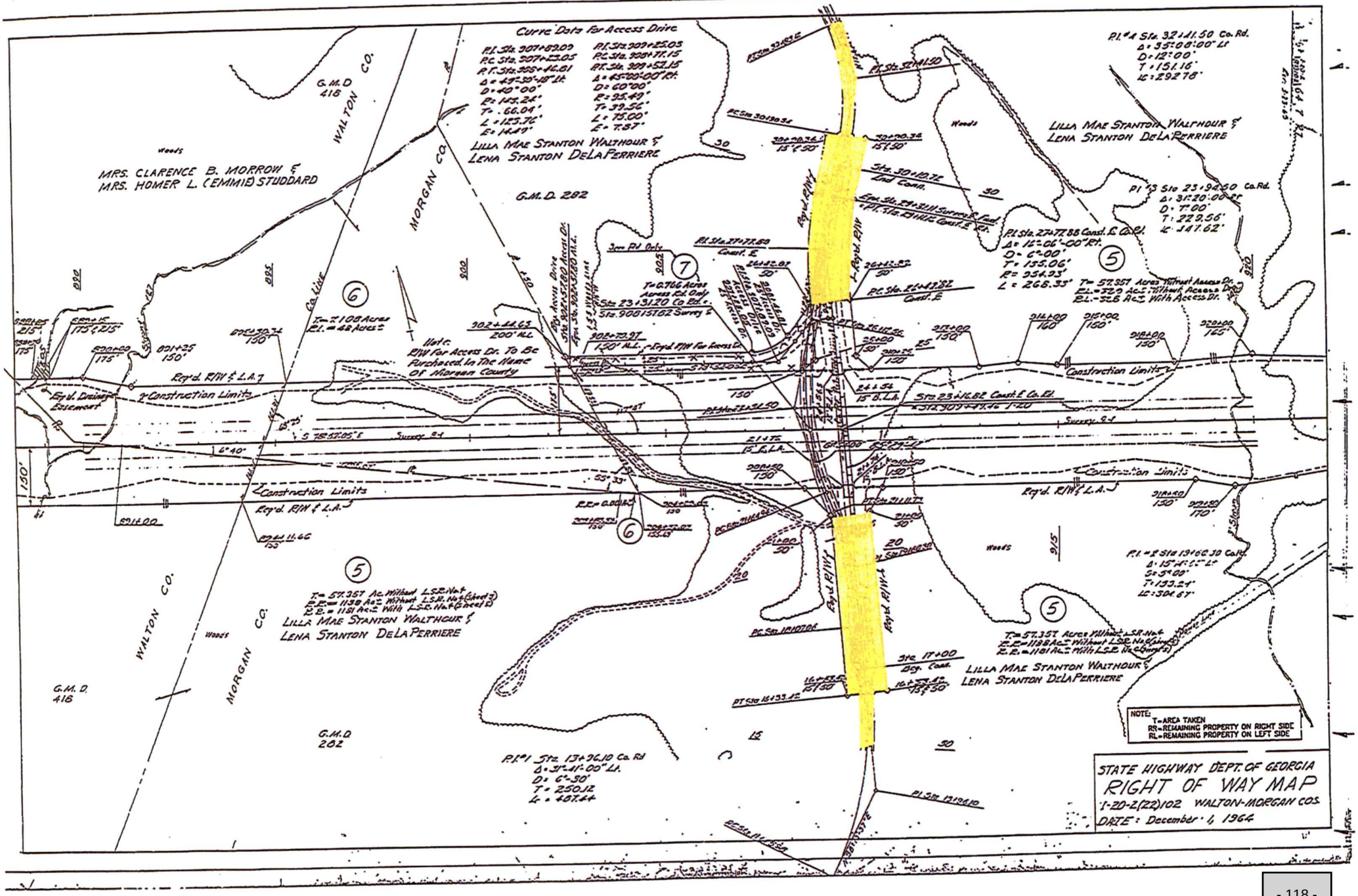
_____
Notary Public

CRYSTAL JAMES
NOTARY PUBLIC
MY COMMISSION EXPIRES OCTOBER 06, 2024
BARTOW COUNTY, GEORGIA

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

R/W 1278B

Rev 01-08-2013


Curve Data For Access Drive
P.I. Sta. 307+89.09
P.C. Sta. 307+23.05
P.T. Sta. 308+46.81
Δ = 49°-50'-18" Lt.
D = 40°00'
R = 143.24'
T = 66.04'
L = 123.76'
E = 14.49'
P.I. Sta. 309+25.05
P.C. Sta. 309+77.15
P.T. Sta. 309+52.15
Δ = 45°00'00" Rt.
D = 60°00'
R = 95.49'
T = 39.56'
L = 75.00'
E = 7.87'
LILLA MAE STANTON WALTHOUR &
LENA STANTON DeLA PERRIERE
MRS. CLARENCE B. MORROW &
MRS. HOMER L. (EMMIE) STUDDARD
WALTON CO.
MORGAN CO.
G.M.D. 418
G.M.D. 282
Woods
Co. Line
Reqd. R/W & L.A.
Construction Limits
Reqd. Drainage Easement
Reqd. R/W for Access Dr. To Be Purchased In The Name Of Morgan County
Reqd. R/W for Access Dr.
Sta. 30+10.76 End Conn.
Sta. 23+16.82 Const. E Co. Rd.
Sta. 23+31.20 Co. Rd.
Sta. 90815+62 Survey
T = 0.766 Acres Access Rd. Only
T = 57.357 Acres Without Access Dr.
R.L. = 32.9 Ac. Without Access Dr.
R.L. = 32.6 Ac. With Access Dr.
T = 57.357 Ac. Without L.S.R. Not
R.R. = 1138 Ac. Without L.S.R. Not (Check 2)
R.R. = 1181 Ac. With L.S.R. Not (Check 2)
P.I. #1 Sta. 13+96.10 Co. Rd.
Δ = 37°-41'-00" Lt.
D = 6°-30'
T = 250.12
L = 487.64
P.I. #4 Sta. 32+41.50 Co. Rd.
Δ = 35°00'00" Lt.
D = 12°00'
T = 151.16'
L = 292.78'
P.I. #3 Sta. 23+94.60 Co. Rd.
Δ = 31°20'00" Rt.
D = 7°00'
T = 229.56'
L = 447.62'
P.I. Sta. 27+72.88 Const. E Co. Rd.
Δ = 12°06'-00" Rt.
D = 6°00'
T = 135.06'
R = 954.93'
L = 268.35'
P.I. #2 Sta. 19+60.30 Co. Rd.
Δ = 15°41'-00" Lt.
D = 5°00'
T = 133.24'
L = 304.67'
NOTE:
T = AREA TAKEN
RR = REMAINING PROPERTY ON RIGHT SIDE
RL = REMAINING PROPERTY ON LEFT SIDE
STATE HIGHWAY DEPT. OF GEORGIA
RIGHT OF WAY MAP
I-20-2(22)102 WALTON-MORGAN COS.
DATE: December 1, 1964

MORGAN COUNTY AGENDA REQUEST

Department: Administration

Presenter(s): Adam Mestres / Andrea Gray

Meeting Date: mm/dd/yyyy 3/2/2021

Type of Request: New Business

Wording for the Agenda:

Resolution - Property Conveyance for Relocation of a portion of Sewell Church Rd

Background/History/Details:

JDA Representative to provide background

What action are you seeking from the Board of Commissioners?

Motion to approve the resolution 2021-RES-009 as presented.

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Approved by Purchasing Not Applicable

Manager's Approval Yes

Staff Notes:

RESOLUTION OF THE JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY

RE: Property Conveyance for Relocation of Morgan County Road

WHEREAS, the Morgan County Board of Commissioners ("Morgan County") is a political subdivision of the State of Georgia; and

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, hereinafter the "Authority", was duly formed under the Development Authorities Law, O.C.G.A. §36-62-1 *et seq.;* and

WHEREAS, the Authority has the power to "sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes..." O.C.G.A. §36-62-6; and

WHEREAS, Morgan County has the power to sell or grant real property to the Authority pursuant to O.C.G.A. §36-9-3(f); and

WHEREAS, the Georgia Department of Transportation owns an easement which is bordered on both sides by the Authority's property and runs from the bridge over Interstate 20 South until it intersects with the now abandoned roadbed of Sewell Church Road as depicted in yellow and red on attached Exhibit "A" (the "Easement"); and

WHEREAS, the Authority requested that a portion of the Easement shown in yellow on Exhibit "A" and more fully described in Exhibit "B" be relocated to accommodate a project that will bring substantial investment and jobs to the four county region; and

WHEREAS, to accommodate this request, GDOT has prepared a Quitclaim Deed conveying the Easement to Morgan County attached hereto as Exhibit "E"; and

WHEREAS, the Authority and Morgan County have agreed to convey to one another property to allow a portion of the Easement to be relocated; and

WHEREAS, the Authority and Morgan County have identified a property to the west of the Easement which is suitable for relocation of a portion of the Easement which is approximately 38,411 sf and depicted in purple on attached Exhibit "A" and described more particularly in Exhibit "C" (the "Swap Parcel"); and

WHEREAS, Morgan County shall maintain ownership of the portion of the Easement shown in red on Exhibit "A"; and

WHEREAS, following the completion of the transactions contemplated herein, Morgan County shall own both the red and purple areas (approximately 50,009 sf) as depicted on Exhibit "A" which are more particularly described in Exhibit "D" and the Authority shall owner the area in yellow and described in Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED, by the Morgan County Board of Commissioners, as follows:

1. The Board is hereby authorized to accept the Quitclaim Deed from the Georgia Department of Transportation for the roadway easement north and south of the I-20 bridge as shown on the Deed attached hereto as Exhibit "E".

2. The Board is hereby authorized to convey approximately 22,656 sf of property depicted in yellow on attached Exhibit "A" and as more particularly described in Exhibit "B" to the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County and to receive from the Authority approximately 38,411 sf of property as depicted in purple on attached Exhibit "A" and more particularly described in attached Exhibit "C" and referenced herein as the Swap Parcel.

3. The Chairman and Secretary are authorized to execute, either singly or in combination, all documents and instruments necessary to accomplish the property exchange contemplated herein including without limitation all closing documents and other agreements with GDOT and the Authority.

4. The Board hereby agrees to work with the Authority to determine the most feasible and economical option for constructing the new road within the purple area and the ongoing maintenance thereof.

SO RESOLVED this _____day of March 2021.

MORGAN COUNTY, GEORGIA,
Acting by and through its Board of Commissioners

_____
Philipp Von Hanstein, Chairman

_____
Ben M. Riden, Jr., Vice-Chairman

_____
Andrew A. Ainslie, Jr., Commissioner

_____
Donald B. Harris, Commissioner

_____
Bill Kurtz, Commissioner

_____
Attest: Leslie Brandt, County Clerk

Exhibit "A"

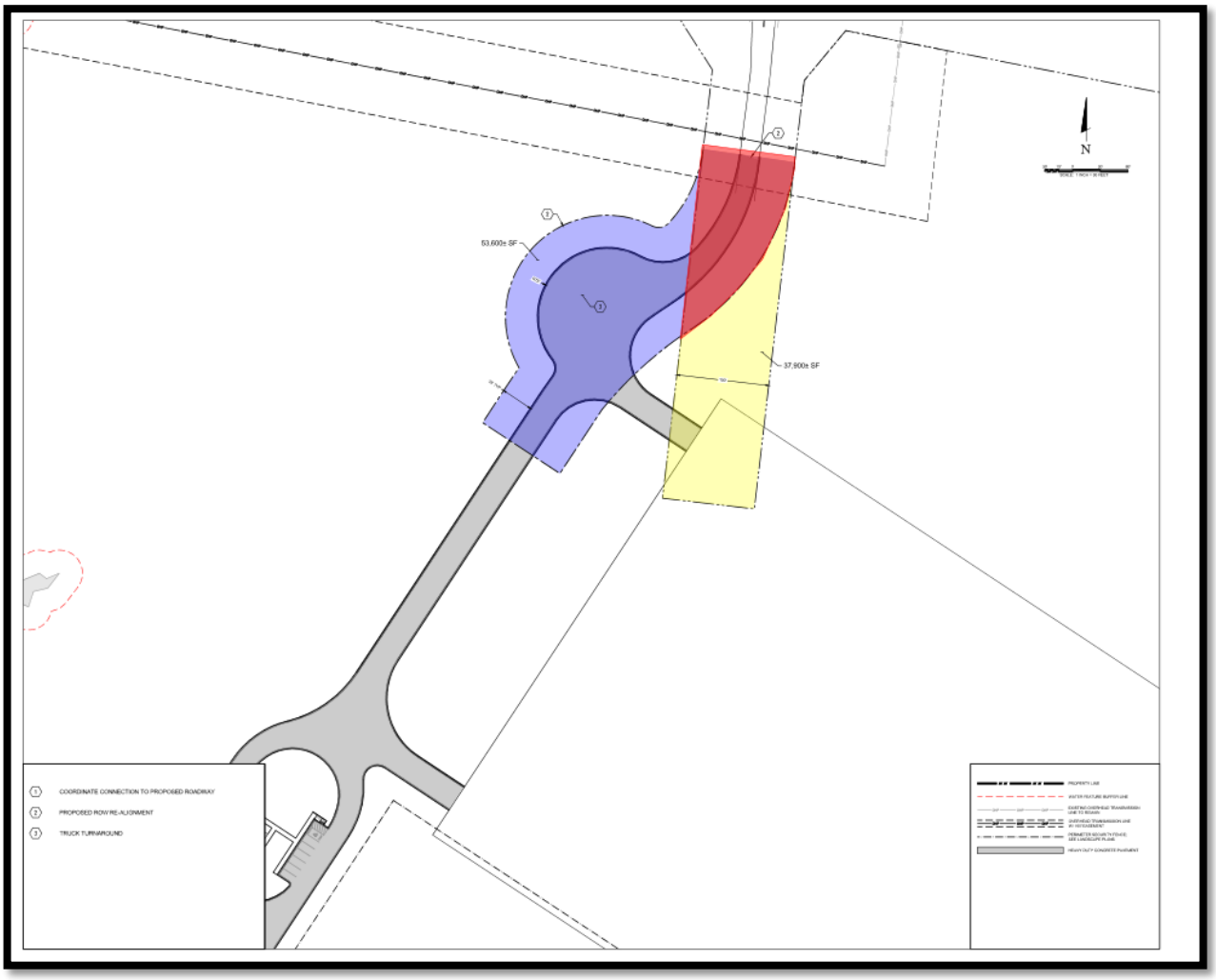

N
53,600± SF
37,900± SF
COORDINATE CONNECTION TO PROPOSED ROADWAY
PROPOSED ROW RE-ALIGNMENT
TRUCK TURNAROUND

Exhibit "B" – Easement Depicted in Yellow

SURVEY LEGAL DESCRIPTION - ACQUISITION

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 282, LAND LOTS 34, 19TH DISTRICT, MORGAN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 (RIGHT-OF-WAY VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF US HIGHWAY 278 (RIGHT-OF-WAY VARIES). THENCE, SOUTHEAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 FOR A DISTANCE OF 5208.87 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE CENTERLINE OF DENNIS CREEK. THENCE TRAVELING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 THE FOLLOWING FOUR (4) COURSES AND DISTANCES, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 30.00 FEET TO A 5/8 REBAR SET. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 53.32 FEET TO A POINT. THENCE, NORTH 56° 08' 19" EAST FOR A DISTANCE OF 70.71 FEET TO A POINT. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 4609.25 FEET TO A 5/8 REBAR SET. THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 72° 11' 50" EAST FOR A DISTANCE OF 49.03 FEET TO A 5/8 REBAR SET. THENCE, NORTH 16° 39' 41" WEST FOR A DISTANCE OF 6.43 FEET TO A 5/8 REBAR SET ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20. THENCE TRAVELING ALONG SAID RIGHT-OF-WAY SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 420.97 FEET TO A POINT. THENCE, SOUTH 32° 36' 25" EAST FOR A DISTANCE OF 96.33 FEET TO A POINT. THENCE, SOUTH 06° 38' 01" WEST FOR A DISTANCE OF 121.98 FEET TO A POINT. THENCE, SOUTH 80° 58' 17" EAST FOR A DISTANCE OF 100.09 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE, SOUTH 06° 38' 01" WEST FOR A DISTANCE OF 340.41 FEET TO A POINT ON A LINE. THENCE, NORTH 83° 21' 59" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT ON A LINE. THENCE, NORTH 06° 38' 01" EAST FOR A DISTANCE OF 177.30 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT AN ARC DISTANCE OF 32.88 FEET,THROUGH AN ANGLE OF 05° 15' 02.9", HAVING A RADIUS OF 358.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 58° 46' 42" EAST FOR A DISTANCE OF 32.87 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT AN ARC DISTANCE OF 167.29 FEET, THROUGH AN ANGLE OF 54° 46' 13.3", HAVING A RADIUS OF 175.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 34° 01' 07" EAST FOR A DISTANCE OF 160.99 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.52 ACRES OR 22,656 SQUARE FEET MORE OR LESS.

Exhibit "C" – Easement Depicted in Purple

SURVEY LEGAL DISCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 282, LAND LOTS 33, 34, 63, & 64, 19TH DISTRICT, MORGAN COUNTY; MILITIA DISTRICT 420, LAND LOTS 104 & 105, 1ST DISTRICT, NEWTON COUNTY; & MILITIA DISTRICT 418, LAND LOTS 74, 75, 102, 103, 104, & 105, 1ST DISTRICT, WALTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 (RIGHT-OF-WAY VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF US HIGHWAY 278 (RIGHT-OF-WAY VARIES). THENCE, SOUTHEAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 FOR A DISTANCE OF 5208.87 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE CENTERLINE OF DENNIS CREEK. THENCE TRAVELING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 THE FOLLOWING FOUR (4) COURSES AND DISTANCES, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 30.00 FEET TO A 5/8 REBAR SET. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 53.32 FEET TO A POINT. THENCE, NORTH 56° 08' 19" EAST FOR A DISTANCE OF 70.71 FEET TO A POINT. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 4609.25 FEET TO A 5/8 REBAR SET. THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 72° 11' 50" EAST FOR A DISTANCE OF 49.03 FEET TO A 5/8 REBAR SET. THENCE, NORTH 16° 39' 41" WEST FOR A DISTANCE OF 6.43 FEET TO A 5/8 REBAR SET ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20. THENCE TRAVELING ALONG SAID RIGHT-OF-WAY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 420.97 FEET TO A POINT. THENCE, SOUTH 32° 36' 25" EAST FOR A DISTANCE OF 96.33 FEET TO A POINT. THENCE, SOUTH 06° 38' 01" WEST FOR A DISTANCE OF 121.98 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE, SOUTH 06° 38' 01" WEST FOR A DISTANCE OF 167.30 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 24° 47' 40", HAVING A RADIUS OF 358.75 FEET, AND WHOSE LONG CHORD BEARS SOUTH 43° 45' 21" WEST FOR A DISTANCE OF 154.04 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, SOUTH 33° 23' 53" WEST FOR A DISTANCE OF 37.43 FEET TO A POINT. THENCE, NORTH 56° 36' 07" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT. THENCE, NORTH 33° 30' 41" EAST FOR A DISTANCE OF 63.11 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 138° 09' 17.1", HAVING A RADIUS OF 110.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 10' 04" EAST FOR A DISTANCE OF 205.49 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 101° 36' 41.5", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 57° 26' 21" EAST FOR A DISTANCE OF 77.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.88 ACRES OR 38,411 SQUARE FEET MORE OR LESS.

Exhibit "D" – Easement Depicted in Purple and Red

SURVEY LEGAL DISCRIPTION – FULL ROW

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN GEORGIA MILITIA DISTRICT 282, LAND LOTS 34, 19TH DISTRICT, MORGAN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 (RIGHT-OF-WAY VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF US HIGHWAY 278 (RIGHT-OF-WAY VARIES). THENCE, SOUTHEAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 FOR A DISTANCE OF 5208.87 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE CENTERLINE OF DENNIS CREEK. THENCE TRAVELING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 THE FOLLOWING FOUR (4) COURSES AND DISTANCES, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 30.00 FEET TO A 5/8 REBAR SET. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 53.32 FEET TO A POINT. THENCE, NORTH 56° 08' 19" EAST FOR A DISTANCE OF 70.71 FEET TO A POINT. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 4609.25 FEET TO A 5/8 REBAR SET. THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 72° 11' 50" EAST FOR A DISTANCE OF 49.03 FEET TO A 5/8 REBAR SET. THENCE, NORTH 16° 39' 41" WEST FOR A DISTANCE OF 6.43 FEET TO A 5/8 REBAR SET ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20. THENCE TRAVELING ALONG SAID RIGHT-OF-WAY SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 420.97 FEET TO A POINT. THENCE, SOUTH 32° 36' 25" EAST FOR A DISTANCE OF 96.33 FEET TO A POINT. THENCE, SOUTH 06° 38' 01" WEST FOR A DISTANCE OF 121.98 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE, SOUTH 80° 58' 17" EAST FOR A DISTANCE OF 100.09 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT AN ARC DISTANCE OF 167.29 FEET, THROUGH AN ANGLE OF 54° 46' 13.3", HAVING A RADIUS OF 175.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 34° 01' 07" WEST FOR A DISTANCE OF 160.99 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT AN ARC DISTANCE OF 188.14, THROUGH AN ANGLE OF 30° 02' 43.2", HAVING A RADIUS OF 358.75 FEET, AND WHOSE LONG CHORD BEARS SOUTH 46° 22' 52" WEST FOR A DISTANCE OF 185.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, SOUTH 33° 23' 53" WEST FOR A DISTANCE OF 37.43 FEET TO A POINT. THENCE, NORTH 56° 36' 07" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT. THENCE, NORTH 33° 30' 41" EAST FOR A DISTANCE OF 63.11 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT AN ARC DISTANCE OF 265.23 FEET, THROUGH AN ANGLE OF 138° 09' 17.1", HAVING A RADIUS OF 110.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 39° 10' 04" EAST FOR A DISTANCE OF 205.49 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT AN ARC DISTANCE OF 88.67, THROUGH AN ANGLE OF 101° 36' 41.5", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 57° 26' 21" EAST FOR A DISTANCE OF 77.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 1.15 ACRES OR 50,009 SQUARE FEET MORE OR LESS.

Exhibit "E" – GDOT Quitclaim Deed

GEORGIA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED AND MAINTENANCE AGREEMENT

GEORGIA, MORGAN COUNTY

PROJECT NO. I-20-2(22)120
P. I. NO. H000095

THIS INDENTURE, made this day _____of_____, 2021, between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, party of the first part, and MORGAN COUNTY, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, the receipt of whereof is hereby acknowledged has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the said party of the second part, his heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain roads as shown colored in yellow and indicated on the attached plats; and

WHEREAS, the COUNTY and the DEPARTMENT agree that the COUNTY shall provide for proper maintenance of the roadway system that approaches, goes under, above or adjacent to Georgia Department of Transportation Highway Project Number I-20-2(22)120 A/K/A INTERSTATE ROUTE 20 and will make ample provision for such maintenance on roads shown and indicated on attached plats.

"SEE ATTACHMENT"

Said project BEGINNING at station 895 + 30.34 on the centerline of Georgia Highway Project Number I-20-2 (22)120 running to station 1516 + 70.00.

TO HAVE AND TO HOLD the foregoing highlighted premises on the attached plat, together with all and singular the rights, privileges and appurtenances thereto, or in anywise appertaining, to the only proper use, benefit and behoof of the party of the second part, his heirs, and assigns, forever.

IN WITNESSETH WHEREOF, the party of the first part, acting by and through the Commissioner of the DEPARTMENT OF TRANSPORTATION, has hereunto caused the hand and seal of the DEPARTMENT OF TRANSPORTATION to be set to these presents the day and year first above written.

RECOMMENDED:

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

BY: _____
Russell R. McMurry, P.E.
Commissioner

ATTEST: _____
Angela Whitworth
Treasurer

Signed, Sealed and Delivered
this 18 day of February,
20 21, in the presence of:

_____
Witness

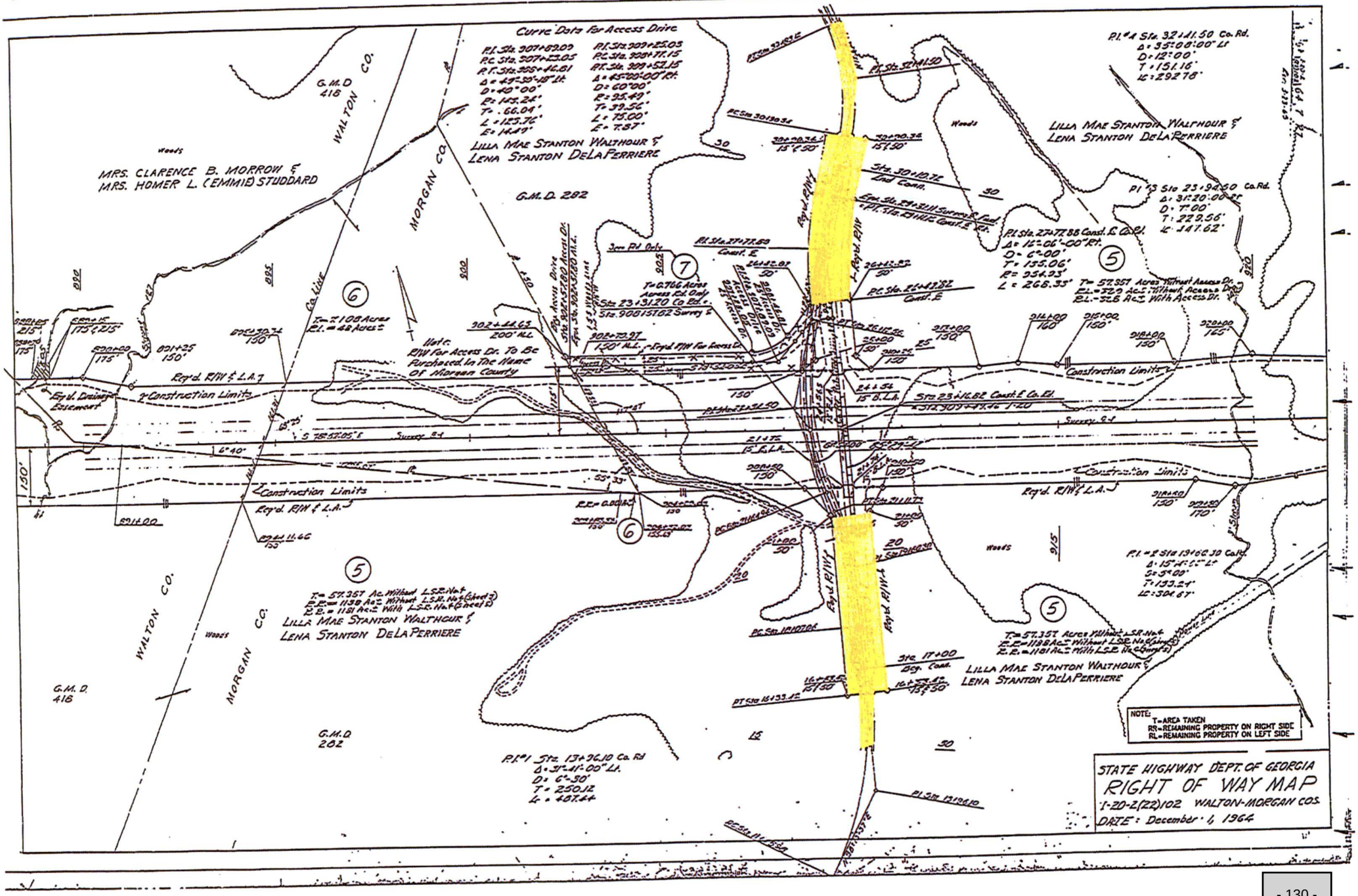
_____
Notary Public

CRYSTAL JAMES
NOTARY PUBLIC
MY COMMISSION EXPIRES OCTOBER 06, 2024
BARTOW COUNTY, GEORGIA

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

R/W 1278B

Rev 01-08-2013


Curve Data For Access Drive
P.I. Sta. 307+89.09
P.C. Sta. 307+23.05
P.T. Sta. 308+46.81
Δ = 49°-50'-18" Lt.
D = 40°00'
R = 143.24'
T = 66.04'
L = 123.76'
E = 14.49'
P.I. Sta. 309+25.05
P.C. Sta. 309+77.15
P.T. Sta. 309+52.15
Δ = 45°00'00" Rt.
D = 60°00'
R = 95.49'
T = 39.56'
L = 75.00'
E = 7.87'
LILLA MAE STANTON WALTHOUR &
LENA STANTON DeLA PERRIERE
MRS. CLARENCE B. MORROW &
MRS. HOMER L. (EMMIE) STUDDARD
WALTON CO.
MORGAN CO.
G.M.D. 418
G.M.D. 282
Woods
Co. Line
Reg'd. R/W & L.A.
Construction Limits
Reg'd. Drainage Easement
Not C. R/W For Access Dr. To Be Purchased In The Name Of Morgan County
Reg'd. R/W For Access Dr.
Sta. 23+31.20 Co. Rd.
Sta. 908+15.62 Survey
Sta. 23+16.62 Const. E Co. Rd.
Sta. 30+10.76 End Conn.
P.I. #4 Sta. 32+41.50 Co. Rd.
Δ = 35°00'00" Lt.
D = 12°00'
T = 151.16'
L = 292.78'
P.I. #3 Sta. 23+94.60 Co. Rd.
Δ = 31°20'00" Rt.
D = 7°00'
T = 229.56'
L = 447.62'
P.I. Sta. 27+72.88 Const. E Co. Rd.
Δ = 12°06'-00" Rt.
D = 6°00'
T = 135.06'
R = 954.93'
L = 268.35'
T = 57.357 Acres Without Access Dr.
R.L. = 32.9 Acs. Without Access Dr.
R.L. = 32.6 Acs. With Access Dr.
T = 57.357 Ac. Without L.S.R. Not
R.R. = 1138 Ac. Without L.S.R. Not (Sheet 2)
R.R. = 1181 Ac. With L.S.R. Not (Sheet 2)
P.I. #1 Sta. 13+96.10 Co. Rd.
Δ = 37°41'00" Lt.
D = 6°30'
T = 250.12
L = 487.64
Sta. 17+00 Beg. Const.
NOTE:
T = AREA TAKEN
RR = REMAINING PROPERTY ON RIGHT SIDE
RL = REMAINING PROPERTY ON LEFT SIDE
STATE HIGHWAY DEPT. OF GEORGIA
RIGHT OF WAY MAP
I-20-2(22)102 WALTON-MORGAN COS.
DATE: December 1, 1964

MORGAN COUNTY AGENDA REQUEST

Department: Administration

Presenter(s): Adam Mestres / David Nunn

Meeting Date: mm/dd/yyyy 3/2/2021

Type of Request: New Business

Wording for the Agenda:

Resolution - Consent to Acquisition of Land for Madison Airport Expansion

Background/History/Details:

City Manager David Nunn to present

What action are you seeking from the Board of Commissioners?

Motion to approve resolution 2021-RES-007 as presented.

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Approved by Purchasing Not Applicable

Manager's Approval Yes

Staff Notes:

2021-RES-007

RESOLUTION – CONSENT TO ACQUISITION OF LAND FOR MADISON MUNICIPAL AIRPORT EXPANSION PROJECT

STATE OF GEORGIA
COUNTY OF MORGAN

WHEREAS, the City of Madison is authorized by the Federal Aviation Administration (FAA) and the Georgia Department of Transportation (GDOT) to acquire certain property for an Airport Project known as the Madison Municipal Airport Expansion Project (the Project);

WHEREAS, the Project is required for the safe operation, maintenance, and expansion of the Madison Municipal Airport; and

WHEREAS, certain property needed for the Project is located in proximity to the Municipal Airport, but is outside the Madison City limits, and is located in Morgan County, being more particularly described as follows:

Project Parcel 1: 47.608 acres described on plat attached as Exhibit A;

Project Parcel 7: 0.412 acre described on plat attached as Exhibit B; and

Project Parcel 9: 0.381 acre described on plat attached as Exhibit C.

NOW THEREFORE, BE IT RESOLVED that Morgan County, by and through its Board of Commissioners and pursuant to O.C.G.A. § 6-3-22, hereby consents to the City of Madison's use of the power of eminent domain outside of the City limits in the unincorporated area of the County for the sole purpose of condemning the property more particularly described as Exhibits A, B, and C attached hereto, which is necessary for the above-described Project.

So Resolved, this This Resolution is hereby adopted this 2nd day of March, 2021.

MORGAN COUNTY, GEORGIA,
Acting by and through its Board of Commissioners

_____
Philipp Von Hanstein, Chairman

_____
Ben M. Riden, Jr., Vice-Chairman

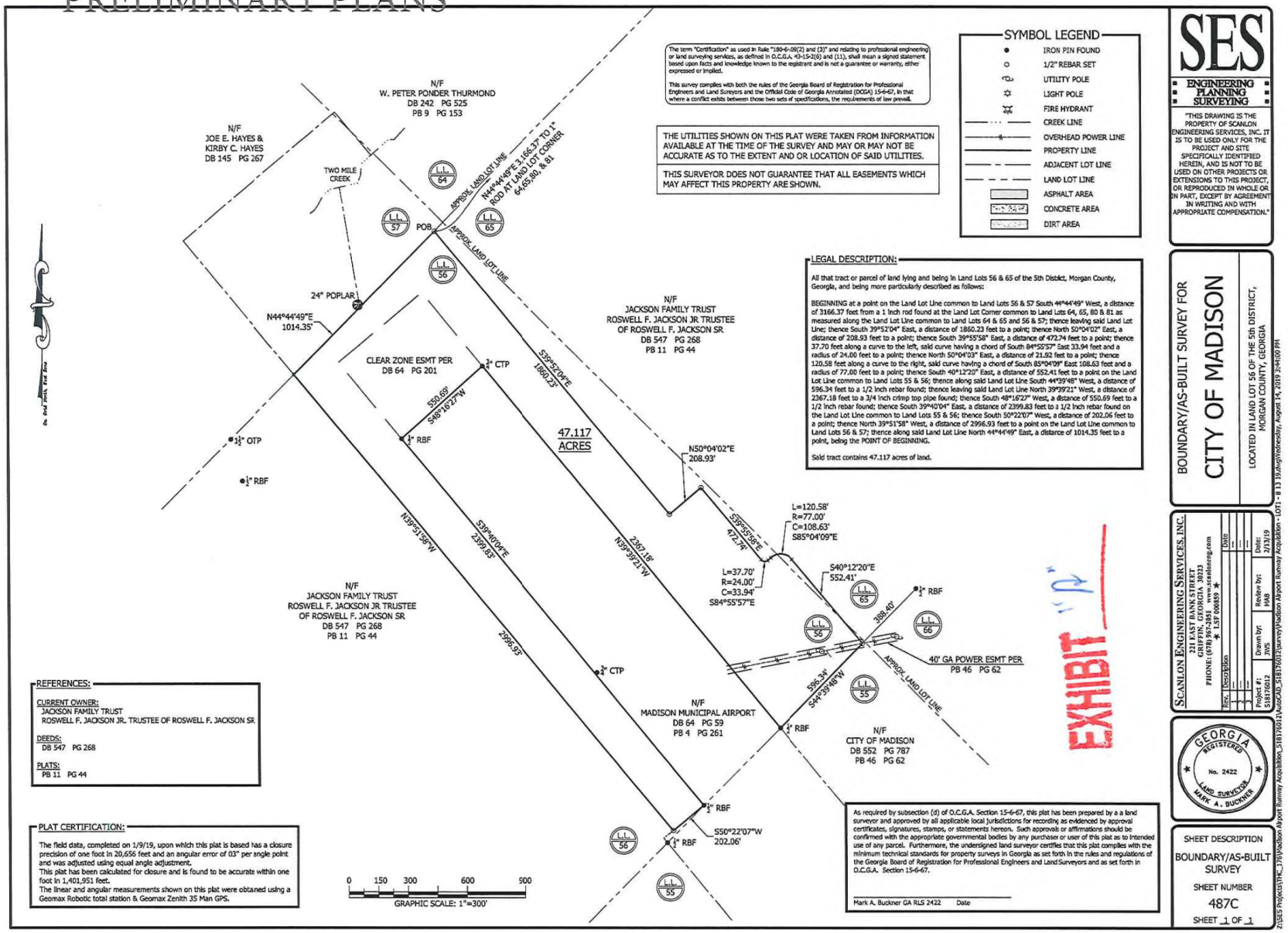
_____
Andrew A. Ainslie, Jr., Commissioner

_____
Donald B. Harris, Commissioner

_____
Bill Kurtz, Commissioner

_____
Attest: Leslie Brandt, County Clerk

PRELIMINARY PLANS



The term "Certification" as used in Rule "180-6-.09(2) and (3)" and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2(6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

THE UTILITIES SHOWN ON THIS PLAT WERE TAKEN FROM INFORMATION AVAILABLE AT THE TIME OF THE SURVEY AND MAY OR MAY NOT BE ACCURATE AS TO THE EXTENT AND OR LOCATION OF SAID UTILITIES.

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

SYMBOL LEGEND

- IRON PIN FOUND
- 1/2" REBAR SET
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- CREEK LINE
- OVERHEAD POWER LINE
- PROPERTY LINE
- ADJACENT LOT LINE
- LAND LOT LINE
- ASPHALT AREA
- CONCRETE AREA
- DIRT AREA

LEGAL DESCRIPTION:

All that tract or parcel of land lying and being in Land Lots 56 & 65 of the 5th District, Morgan County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the Land Lot Line common to Land Lots 56 & 57 South 44°44'49" West, a distance of 3166.37 feet from a 1 inch rod found at the Land Lot Corner common to Land Lots 64, 65, 80 & 81 as measured along the Land Lot Line common to Land Lots 64 & 65 and 56 & 57; thence leaving said Land Lot Line; thence South 39°52'04" East, a distance of 1860.23 feet to a point; thence North 50°04'02" East, a distance of 208.93 feet to a point; thence South 39°55'58" East, a distance of 472.74 feet to a point; thence 37.70 feet along a curve to the left, said curve having a chord of South 84°55'57" East 33.94 feet and a radius of 24.00 feet to a point; thence North 50°04'03" East, a distance of 21.92 feet to a point; thence 120.58 feet along a curve to the right, said curve having a chord of South 85°04'09" East 108.63 feet and a radius of 77.00 feet to a point; thence South 40°12'20" East, a distance of 552.41 feet to a point on the Land Lot Line common to Land Lots 55 & 56; thence along said Land Lot Line South 44°39'48" West, a distance of 596.34 feet to a 1/2 inch rebar found; thence leaving said Land Lot Line North 39°39'21" West, a distance of 2367.18 feet to a 3/4 inch crimp top pipe found; thence South 48°16'27" West, a distance of 550.69 feet to a 1/2 inch rebar found; thence South 39°40'04" East, a distance of 2399.83 feet to a 1 1/2 inch rebar found on the Land Lot Line common to Land Lots 55 & 56; thence South 50°22'07" West, a distance of 202.06 feet to a point; thence North 39°51'58" West, a distance of 2996.93 feet to a point on the Land Lot Line common to Land Lots 56 & 57; thence along said Land Lot Line North 44°44'49" East, a distance of 1014.35 feet to a point, being the POINT OF BEGINNING.

Said tract contains 47.117 acres of land.

REFERENCES:

CURRENT OWNER:
JACKSON FAMILY TRUST
ROSWELL F. JACKSON JR. TRUSTEE OF ROSWELL F. JACKSON SR

DEEDS:
DB 547 PG 268

PLATS:
PB 11 PG 44

PLAT CERTIFICATION:

The field data, completed on 1/9/19, upon which this plat is based has a closure precision of one foot in 20,656 feet and an angular error of 03" per angle point and was adjusted using equal angle adjustment.
This plat has been calculated for closure and is found to be accurate within one foot in 1,401,951 feet.
The linear and angular measurements shown on this plat were obtained using a Geomax Robotic total station & Geomax Zenith 35 Man GPS.

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Mark A. Buckner GA RLS 2422 Date

EXHIBIT "D"

SES
ENGINEERING PLANNING SURVEYING

"THIS DRAWING IS THE PROPERTY OF SCANLON ENGINEERING SERVICES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN, AND IS NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT, OR REPRODUCED IN WHOLE OR IN PART, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION."

BOUNDARY/AS-BUILT SURVEY FOR
CITY OF MADISON
LOCATED IN LAND LOT 56 OF THE 5th DISTRICT, MORGAN COUNTY, GEORGIA

SCANLON ENGINEERING SERVICES, INC.
221 EAST BANK STREET
GRIFFIN, GEORGIA 30223
PHONE: (678) 867-2681 www.scanlonengr.com
LSF 000893

Rev.	Description	Date

Project #: S18176012 | Drawn by: JWS | Review by: MAB | Date: 2/13/19

GEORGIA REGISTERED No. 2422 LAND SURVEYOR MARK A. BUCKNER

SHEET DESCRIPTION
BOUNDARY/AS-BUILT SURVEY

SHEET NUMBER
487C

SHEET 1 OF 1

Z:\SES Projects\1FIC_176\Madison Airport Runway Acquisition_S18176012\AutoCAD_S18176012\survey\Madison Airport Runway Acquisition - LOT - 8 13 19.dwg Wednesday, August 14, 2019 3:44:00 PM

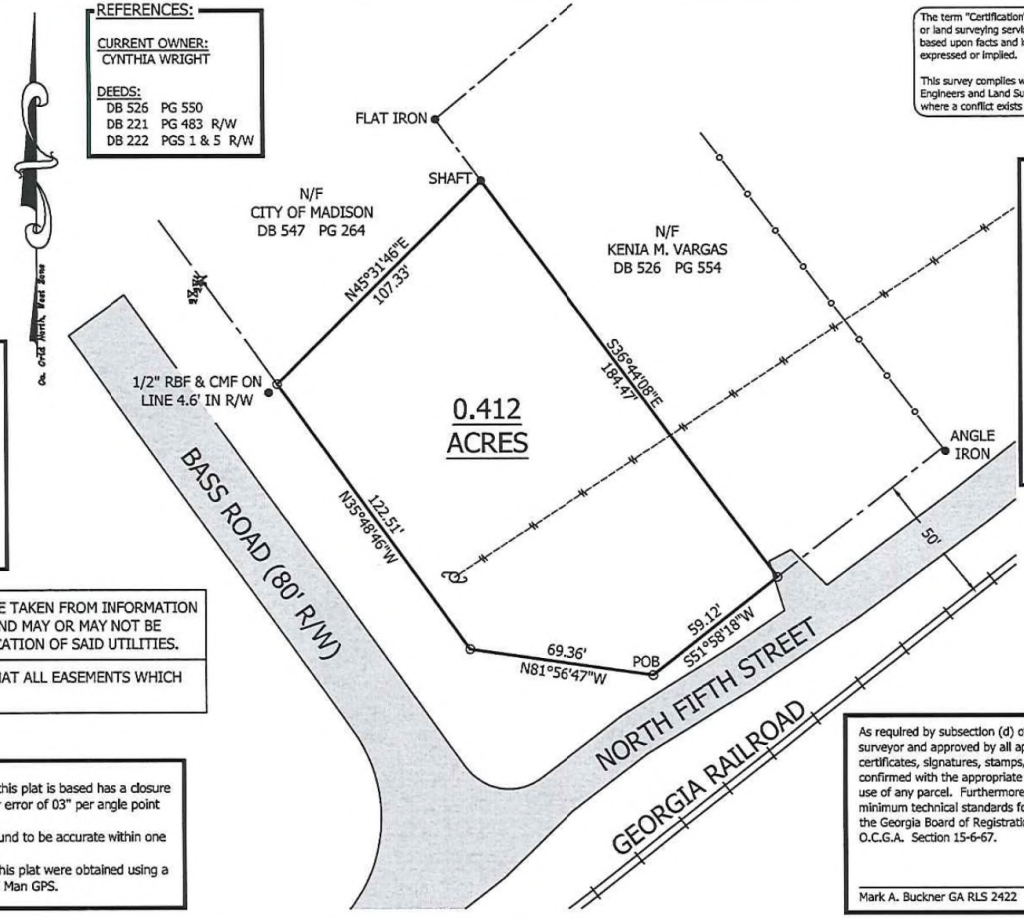
REFERENCES:

CURRENT OWNER:
CYNTHIA WRIGHT

DEEDS:
DB 526 PG 550
DB 221 PG 483 R/W
DB 222 PGS 1 & 5 R/W

The term "Certification" as used in Rule "180-6-.09(2) and (3)" and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2(6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Sureyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.



LEGAL DESCRIPTION

Parcel 7

All that tract or parcel of land lying and being in Land Lot 55 of the 5th District, Morgan County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the northwesterly right-of-way of North Fifth Street and the mitered right-of-way of Bass Road; thence along said miter North 81°56'47" West, a distance of 69.36 feet to a point on the northeasterly right-of-way of Bass Road (80' R/W); thence along said right-of-way North 35°48'46" West, a distance of 122.51 feet to a point; thence leaving said right-of-way North 45°31'46" East, a distance of 107.33 feet to a shaft found; thence South 36°44'08" East, a distance of 184.47 feet to a point on the northwesterly right-of-way of North Fifth Street; thence along said right-of-way South 51°58'18" West, a distance of 59.12 feet to a point, being the POINT OF BEGINNING.

Said tract contains 0.412 acres of land.

SYMBOL LEGEND

- IRON PIN FOUND
- 1/2" REBAR SET
- UTILITY POLE
- OVERHEAD POWER LINE
- CHAIN LINK FENCE
- PROPERTY LINE
- ADJACENT LOT LINE
- ASPHALT AREA

0 20 40 80 120
GRAPHIC SCALE: 1"=40'

THE UTILITIES SHOWN ON THIS PLAT WERE TAKEN FROM INFORMATION AVAILABLE AT THE TIME OF THE SURVEY AND MAY OR MAY NOT BE ACCURATE AS TO THE EXTENT AND OR LOCATION OF SAID UTILITIES.

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

PLAT CERTIFICATION:

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Mark A. Buckner GA RLS 2422 Date

EXHIBIT

SES
ENGINEERING
PLANNING
SURVEYING

SCANLON ENGINEERING SERVICES, INC.
221 EAST BANK STREET
GRIFFIN, GEORGIA 30223
PHONE: (678) 967-2051 www.scanloneng.com
LSF 000859

Rev.	Description	Date
1	---	---
2	---	---
3	---	---

Project #:	Date:	Scale:	Drawn by:
S18176012	1/31/2017	1" = 40'	JWS

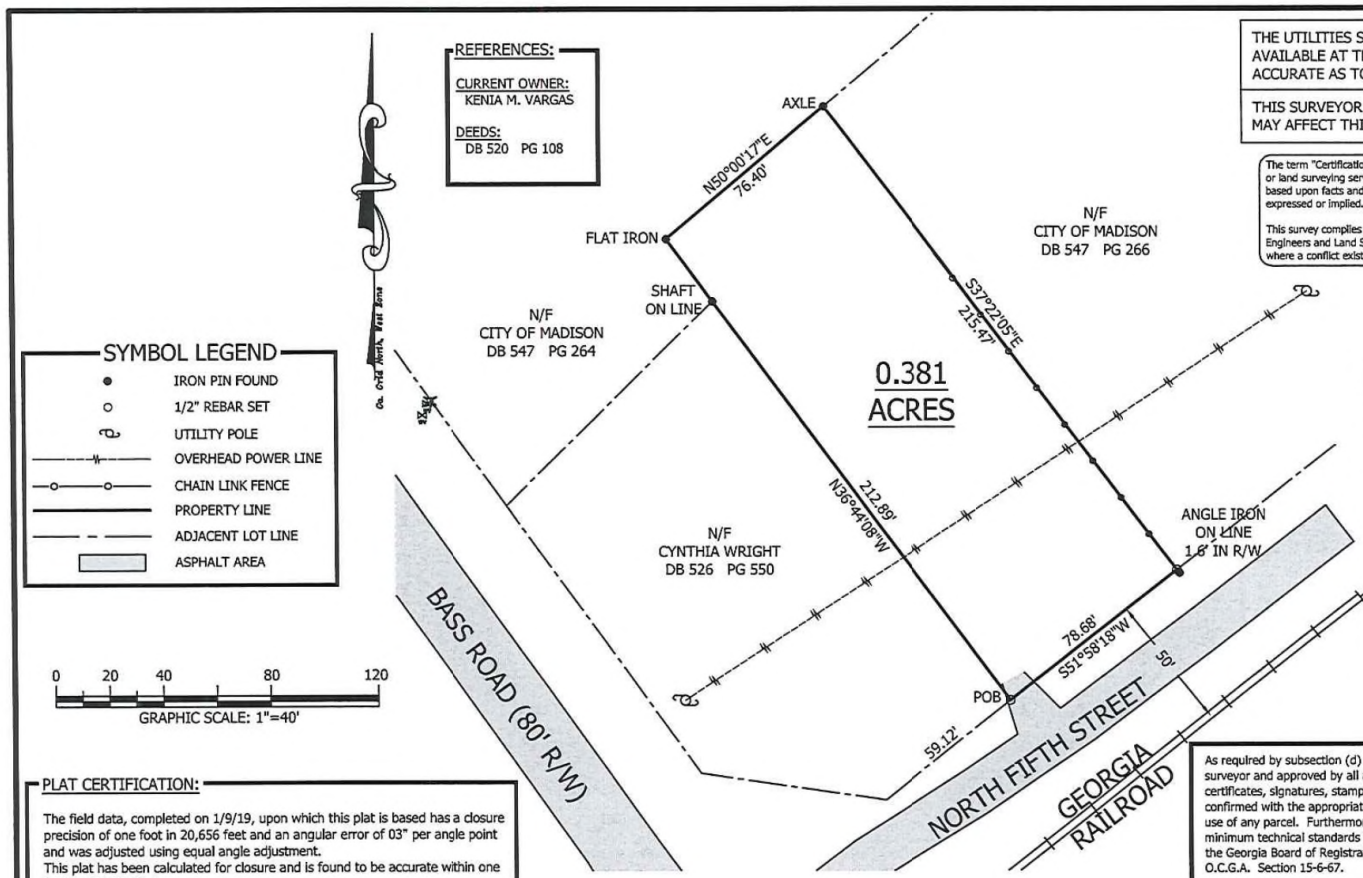
BOUNDARY/AS-BUILT SURVEY FOR

CITY OF MADISON

LOCATED IN LAND LOT 55 OF THE 5th DISTRICT,
MORGAN COUNTY, GEORGIA

GEORGIA REGISTERED LAND SURVEYOR No. 2422 MARK A. BUCKNER
DRAFT

SHEET DESCRIPTION
BOUNDARY/
AS-BUILT
SURVEY
SHEET NUMBER
438B



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This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Sureyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

EXHIBIT

LEGAL DESCRIPTION

Parcel 9

All that tract or parcel of land lying and being in Land Lot 55 of the 5th District, Morgan County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the northwesterly right-of-way of North Fifth Street 59.12 feet northeasterly from the intersection of said right-of-way and the mitered right-of-way of Bass Road; thence leaving said right-of-way North 36°44'08" West, a distance of 212.89 feet to a flat iron found; thence North 50°00'17" East, a distance of 76.40 feet to an axle found; thence South 37°22'05" East, a distance of 215.47 feet to a point on the northwesterly right-of-way of North Fifth Street; thence along said right-of-way South 51°58'18" West, a distance of 78.68 feet to a point, being the POINT OF BEGINNING.

Said tract contains 0.381 acres of land.

PLAT CERTIFICATION:

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This plat has been calculated for closure and is found to be accurate within one foot in 105,924 feet.
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Mark A. Buckner GA RLS 2422 Date

SES
ENGINEERING PLANNING SURVEYING

SCANLON ENGINEERING SERVICES, INC.
221 EAST BANK STREET
GRIFFIN, GEORGIA 30223
PHONE: (678) 967-2051 www.scanloneng.com
LSF 000859

Rev.	Description	Date
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2	—	—
3	—	—

Project #:	Date:	Scale:	Drawn by:
S18176012	1/31/2019	1" = 40'	JWS

BOUNDARY/AS-BUILT SURVEY FOR

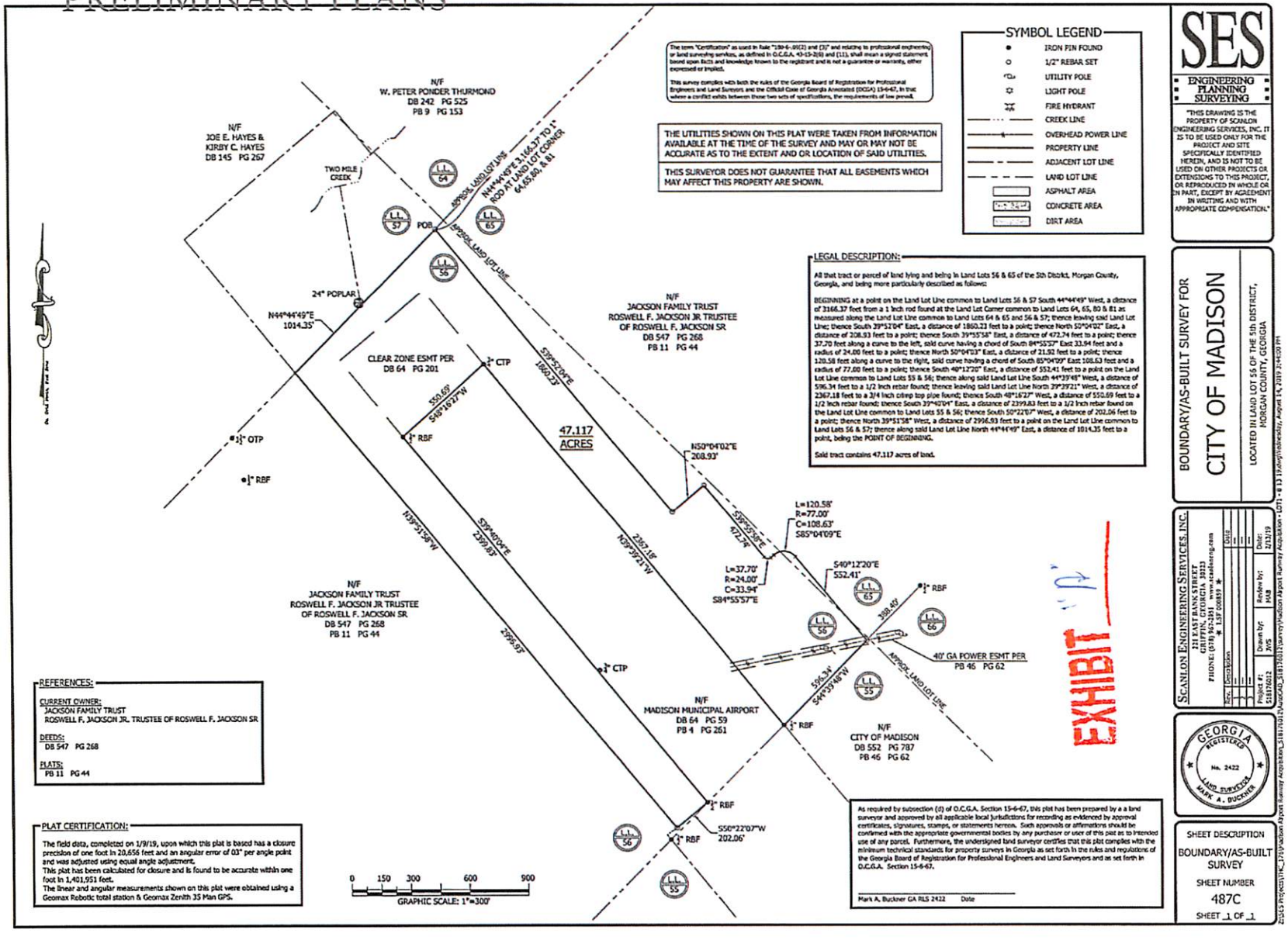
CITY OF MADISON

LOCATED IN LAND LOT 55 OF THE 5th DISTRICT, MORGAN COUNTY, GEORGIA

GEORGIA REGISTERED No. 2422 LAND SURVEYOR MARK A. BUCKNER
DRAFT

SHEET DESCRIPTION
BOUNDARY/ AS-BUILT SURVEY
SHEET NUMBER
439B

PRELIMINARY PLANS



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THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

SYMBOL LEGEND

- IRON PIN FOUND
- 1/2" REBAR SET
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- CREEK LINE
- OVERHEAD POWER LINE
- PROPERTY LINE
- ADJACENT LOT LINE
- LAND LOT LINE
- ASPHALT AREA
- CONCRETE AREA
- DIRT AREA

LEGAL DESCRIPTION:

All that tract or parcel of land lying and being in Land Lots 56 & 65 of the 5th District, Morgan County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the Land Lot Line common to Land Lots 56 & 57 South 44°44'49" West, a distance of 3166.37 feet from a 1 inch rod found at the Land Lot Corner common to Land Lots 64, 65, 80 & 81 as measured along the Land Lot Line common to Land Lots 64 & 65 and 56 & 57; thence leaving said Land Lot Line; thence South 39°51'06" East, a distance of 1860.23 feet to a point; thence North 50°04'02" East, a distance of 208.93 feet to a point; thence South 39°55'58" East, a distance of 472.74 feet to a point; thence 37.70 feet along a curve to the left, said curve having a chord of South 84°55'57" East 33.94 feet and a radius of 24.00 feet to a point; thence North 50°04'03" East, a distance of 21.82 feet to a point; thence 120.58 feet along a curve to the right, said curve having a chord of South 85°04'09" East 108.63 feet and a radius of 77.00 feet to a point; thence South 40°12'20" East, a distance of 552.41 feet to a point on the Land Lot Line common to Land Lots 55 & 56; thence along said Land Lot Line South 44°39'48" West, a distance of 596.34 feet to a 1/2 inch rebar found; thence leaving said Land Lot Line North 39°39'21" West, a distance of 2367.18 feet to a 3/4 inch crimp top pipe found; thence South 48°16'27" West, a distance of 550.69 feet to a 1/2 inch rebar found; thence South 37°40'04" East, a distance of 2399.83 feet to a 1/2 inch rebar found on the Land Lot Line common to Land Lots 55 & 56; thence South 50°22'07" West, a distance of 202.06 feet to a point; thence North 39°51'58" West, a distance of 2396.93 feet to a point on the Land Lot Line common to Land Lots 56 & 57; thence along said Land Lot Line North 44°44'49" East, a distance of 1014.35 feet to a point, being the POINT OF BEGINNING.

Said tract contains 47.117 acres of land.

REFERENCES:

CURRENT OWNER:
JACKSON FAMILY TRUST
ROSWELL F. JACKSON JR. TRUSTEE OF ROSWELL F. JACKSON SR

DEEDS:
DB 547 PG 268

PLATS:
PB 11 PG 44

PLAT CERTIFICATION:

The field data, completed on 1/9/19, upon which this plat is based has a closure precision of one foot in 20,656 feet and an angular error of 03" per angle point and was adjusted using equal angle adjustment.
This plat has been calculated for closure and is found to be accurate within one foot in 1,401,951 feet.
The linear and angular measurements shown on this plat were obtained using a Geomax Robotic total station & Geomax Zenith 35 Man GPS.

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Mark A. Buckner GA RLS 2422 Date

EXHIBIT

SES
ENGINEERING PLANNING SURVEYING

"THIS DRAWING IS THE PROPERTY OF SCANLON ENGINEERING SERVICES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN, AND IS NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT, OR REPRODUCED IN WHOLE OR IN PART, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION."

BOUNDARY/AS-BUILT SURVEY FOR
CITY OF MADISON
LOCATED IN LAND LOT 56 OF THE 5th DISTRICT, MORGAN COUNTY, GEORGIA

SCANLON ENGINEERING SERVICES, INC.
2171 EAST JONES BRIDGE RD
CHIPLEY, GEORGIA 30213
PHONE: (678) 967-2351 www.scanlonengineering.com
GEORGIA REGISTERED LAND SURVEYOR No. 2422 MARK A. BUCKNER

Rev.	Description	Date

Project # 5101-2022 | Drawn by: JWS | Review by: MAB | Date: 2/13/19

SHEET DESCRIPTION
BOUNDARY/AS-BUILT SURVEY
SHEET NUMBER
487C
SHEET 1 OF 1

REFERENCES:

CURRENT OWNER:
CYNTHIA WRIGHT

DEEDS:
DB 526 PG 550
DB 221 PG 483 R/W
DB 222 PGS 1 & 5 R/W

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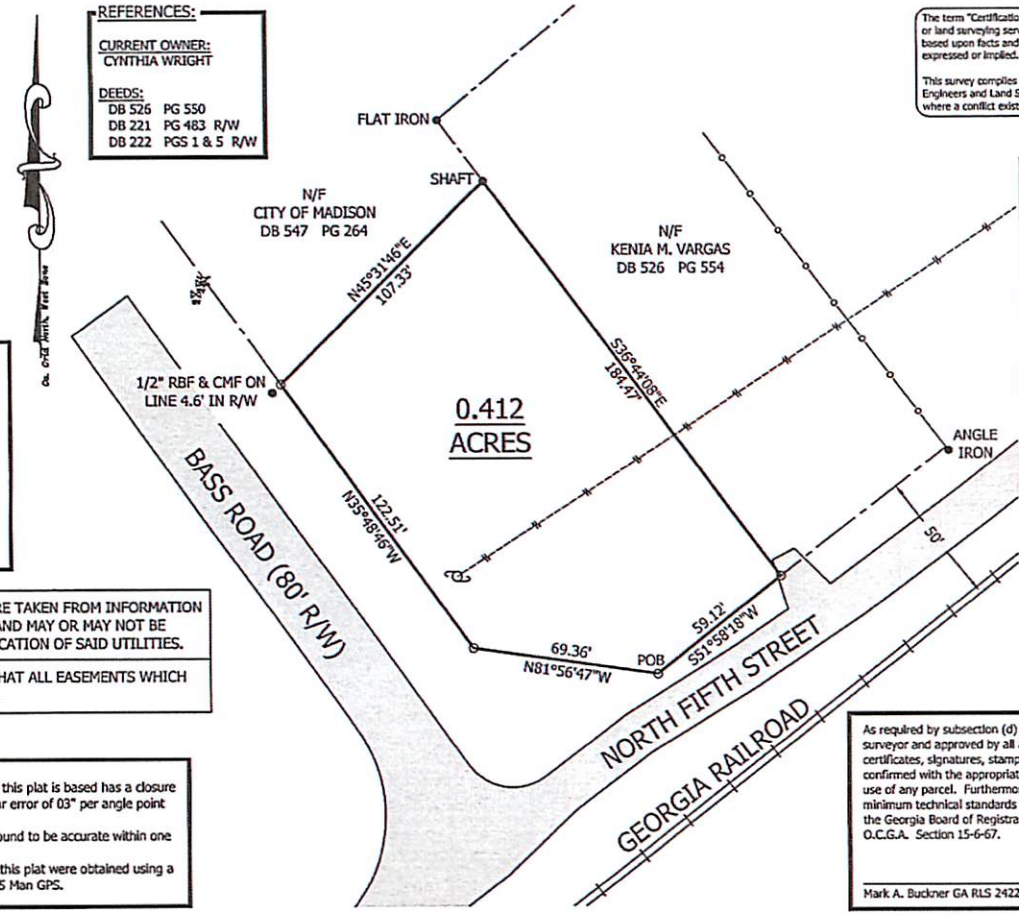

LEGAL DESCRIPTION

Parcel 7

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Said tract contains 0.412 acres of land.

SYMBOL LEGEND

- IRON PIN FOUND
- 1/2" REBAR SET
- UTILITY POLE
- OVERHEAD POWER LINE
- CHAIN LINK FENCE
- PROPERTY LINE
- ADJACENT LOT LINE
- ASPHALT AREA

0 20 40 80 120
GRAPHIC SCALE: 1"=40'

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Mark A. Buckner GA RLS 2422 Date

EXHIBIT

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ENGINEERING
PLANNING
SURVEYING

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SCANLON ENGINEERING SERVICES, INC.
221 EAST BANK STREET
GRIFFIN, GEORGIA 30223
PHONE: (678) 967-2051 www.scanloneng.com
LSF 000859

Rev.	Description	Date
1	—	—
2	—	—
3	—	—

Project #:	Date:	Scale:	Drawn by:
S18176012	1/31/2017	1" = 40'	JWS

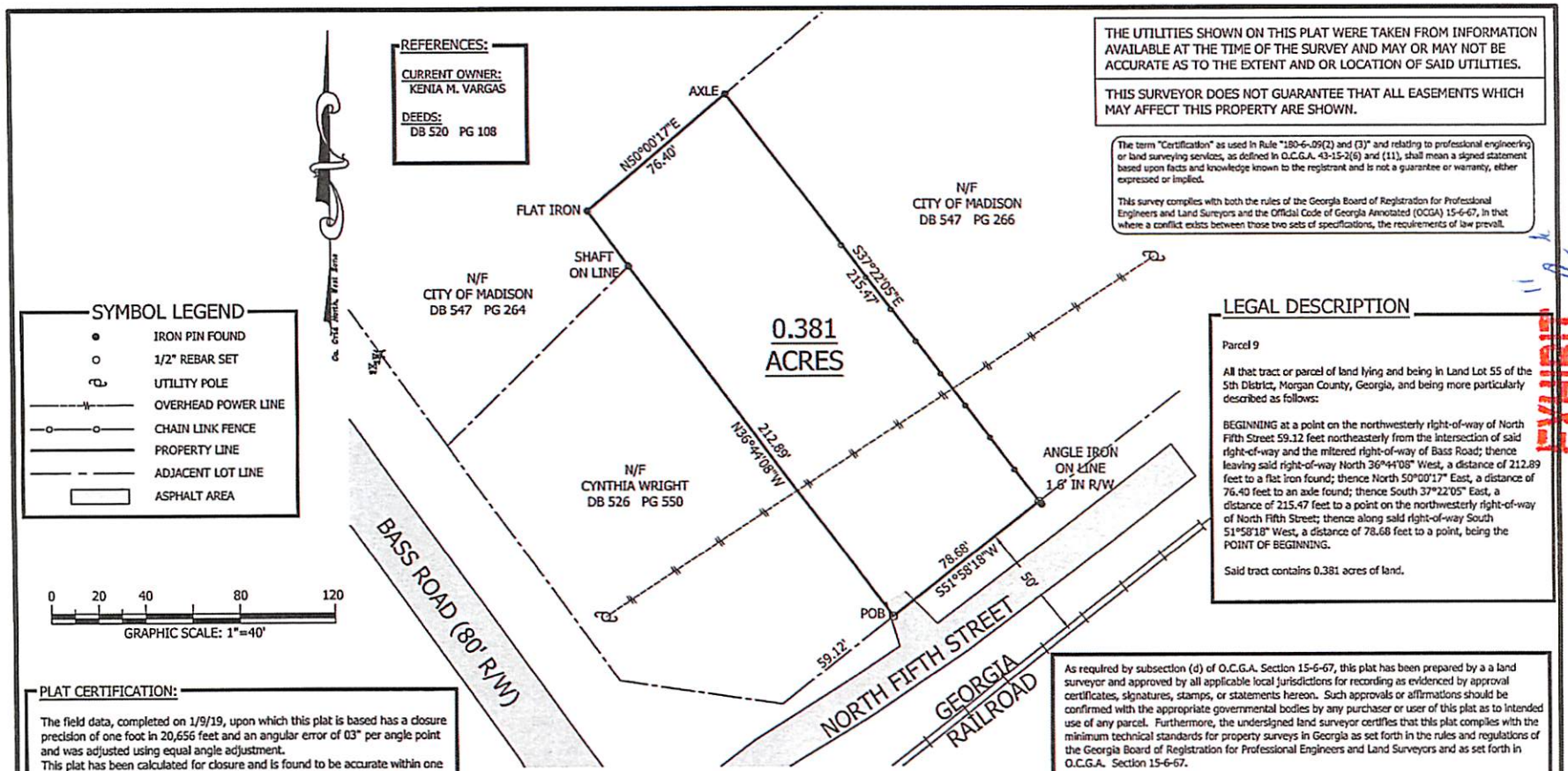
BOUNDARY/AS-BUILT SURVEY FOR

CITY OF MADISON

LOCATED IN LAND LOT 55 OF THE 5th DISTRICT,
MORGAN COUNTY, GEORGIA

GEORGIA REGISTERED LAND SURVEYOR No. 2422 MARK A. BUCKNER
DRAFT

SHEET DESCRIPTION
BOUNDARY/
AS-BUILT
SURVEY
SHEET NUMBER
438B



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LEGAL DESCRIPTION

Parcel 9

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Mark A. Buckner GA RLS 2422 Date

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SCANLON ENGINEERING SERVICES, INC.
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GRIFFIN, GEORGIA 30223
PHONE: (678) 967-2051 www.scanloneng.com
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Project #:	Date:	Scale:	Drawn by:
S18176012	1/31/2019	1" = 40'	JWS

BOUNDARY/AS-BUILT SURVEY FOR

CITY OF MADISON

LOCATED IN LAND LOT 55 OF THE 5th DISTRICT,
MORGAN COUNTY, GEORGIA

GEORGIA REGISTERED LAND SURVEYOR No. 2422 MARK A. BUCKNER
DRAFT

SHEET DESCRIPTION
BOUNDARY/
AS-BUILT
SURVEY
SHEET NUMBER
439B

2021-RES-010

RESOLUTION – EXTENSION OF TEMPORARY MORATORIUM ON APPLICATIONS FOR THE SUBDIVISION OF PROPERTY UNDER MORGAN COUNTY DEVELOPMENT REGULATIONS

STATE OF GEORGIA
COUNTY OF MORGAN

WHEREAS, the Board of Commissioners of Morgan County passed a temporary moratorium on all subdivisions of property on October 20, 2020 for a period of approximately 90 days for the purpose of promulgating revised development regulations and ensuring that all further subdivision of property in the unincorporated areas of Morgan County comply with the new or revised regulations;

WHEREAS, the Board of Commissioners amended that moratorium by Resolution on November 11, 2020;

WHEREAS, the Board of Commissioners extended the moratorium and amendment by Resolution on January 19, 2021;

WHEREAS, the Board of Commissioners, its departments, agents and employees have been diligently working on such new/revised development regulations but have not had sufficient time to complete such revisions, but anticipate completing such revisions soon;

WHEREAS, it is in the public interest to briefly extend the current temporary moratorium on all applications and submissions for the subdivision of land under the Morgan County Development Regulations, within the unincorporated limits of Morgan County, Georgia, except for those certain exempt subdivisions governed by the current Morgan County Development Regulations in § 1.4.2 (a) "Recombination" and § 1.4.2 (d) "One-lot Split;" and

WHEREAS, the Morgan County Board of Commissioners finds the following resolution promotes the health, safety and welfare of Morgan County.

NOW, THEREFORE, BE IT RESOLVED as follows:

The Morgan County Board of Commissioners hereby extends the temporary moratorium passed by the Board on October 20, 2020 and amended November 11, 2020 through _____, or until such time as the relevant sections of the Morgan County Development Regulations are amended and/or revised, whichever occurs first.

SO RESOLVED, this 2nd day of March, 2021.

MORGAN COUNTY, GEORGIA,
Acting by and through its Board of Commissioners

_____
Philipp Von Hanstein, Chairman

_____
Ben M. Riden, Jr., Vice-Chairman

_____
Andrew A. Ainslie, Jr., Commissioner

_____
Donald B. Harris, Commissioner

_____
Bill Kurtz, Commissioner

_____
Attest: Leslie Brandt, County Clerk

MORGAN COUNTY PLANNING AND DEVELOPMENT
150 East Washington Street, Suite 200
P.O. Box 1357
Madison, Georgia 30650
(706)342-4373 Office · (706)343-6455 Fax

Sworn Statement of Eligibility for the Sale of Alcoholic Beverages

I, SHAHIDA JAHAN being a person of good moral character, do hereby make application for a license to engage in the package sale of malt beverages and wine in Morgan County, Georgia, at:

Establishment Name: FAIRPLAY MANAGEMENT LLC

Address: 2700 FAIRPLAY ROAD

City: RUTLEDGE State: GA Zip Code: 30663

Phone Number: 3346769126

Licensee Qualifications and Acknowledgements

Section 6-52. - I am over the age of 25 and have been a resident of the State of Georgia for a minimum of one (1) year.

Section 6-54. – I am not an official or employee of the county, nor a member of the Board of Commissioners.

Section 6-55. - I have not been convicted nor pled nolo contendre within the previous ten (10) years of the date of this application to a felony or a misdemeanor involving moral turpitude. Furthermore, I have not been convicted under federal, state or local law for a criminal offense involving alcoholic beverages, gambling or tax law violations.

Section 6-56. - I have not been denied a license to sell alcoholic beverages within one (1) year of the date of this application.

Section 6-57. – I am the owner(s) or authorized agent of the parent corporation of the premises for which the license is requested or the holder of any lease thereon.

Section 6-58. – I attest that I, or the corporation, have adequate financial participation in the proposed business to direct and mange its affairs.

Section 6-198. – I understand that I am responsible for the management and operation of the business for which the license is granted and shall be responsible for all violations by the licensee's agents and employees.

Section 6-300 - I understand that any violation of federal, state, or any of the regulations adopted by Morgan County pertaining to the sale of malt beverages and wine, shall subject my license to immediate revocation or suspension.

Section 6-210 - I have in possession a copy of the Morgan County Alcoholic Beverage Ordinance and I have read and understand the regulations.

Section 6-324 – I understand that I must post a cash bond or a performance bond with the Morgan County Board of Commissioners in the amount of $500.00 for retail establishments and $2,500.00 for wholesale establishments.

Over

Section 6-325 – I understand that the annual license fee is $500.00 and must be paid prior to issuance of a license. The license is only valid for the year in which it is issued and shall expire on December 31 of the year that it is granted.

Section 6-328 – I understand that the annual license fee stated in this section must be paid prior to issuance of a license. The license is only valid for the year in which it is issued and shall expire on December 31 of the year that it is granted.

Section 6-354 – I understand that I must post a cash bond or a performance bond with the Morgan County Board of Commissioners in the amount of $1000.00 for a pouring license.

Section 6-358 – I understand that the annual license fee is $1000.00 and must be paid prior to issuance of a license. The license is only valid for the year in which it is issued and shall expire on December 31 of the year that it is granted.

Section 6-391 – I understand that the annual license fee is $100.00 per location and must be paid prior to issuance of a alcoholic catering license. The license is only valid for the year in which it is issued and shall expire on December 31 of the year that it is granted.

Section 6-142. – I understand that any misstatement, false statement, or concealment of fact in this application shall be grounds for the denial of the application for license issuance or revocation of the license issued, and shall make the applicant liable to prosecution for perjury under the laws of the state.

I have read and I distinctly understand the Alcoholic Beverage regulations and the qualifications and acknowledgements above and agree to abide by these regulations. I certify to the best of my knowledge that all items of the application and sworn statement are true and correct.

Signed: _____

Sworn to and subscribed before me
This 8th day of Feb, 20 21

_____
(Signature) Notary Public

(A) If ownership is vested in more than one person, additional owners Sign Below:

_____

_____

Please Note:

Please return all required documents **in person** to the Morgan County Planning & Development Office no later than **the second Tuesday of the month**. The applications will be reviewed at the Commissioner's work session in that month and will be voted on at their regular meeting for the following month. **No application will be placed on the current work session that is received after the second Tuesday. Applications received after the second Tuesday will be placed on the following month's work session and will not be voted on until the regular meeting in two months.** You will be notified of the decision. If your application is approved, you may bring your performance bond and required fee to the Planning & Development office and pick up your license. If your application is rejected, you will be notified of the cause of rejection.

THIS SPACE IS FOR COMMISSIONERS USE ONLY

_____ APPROVED

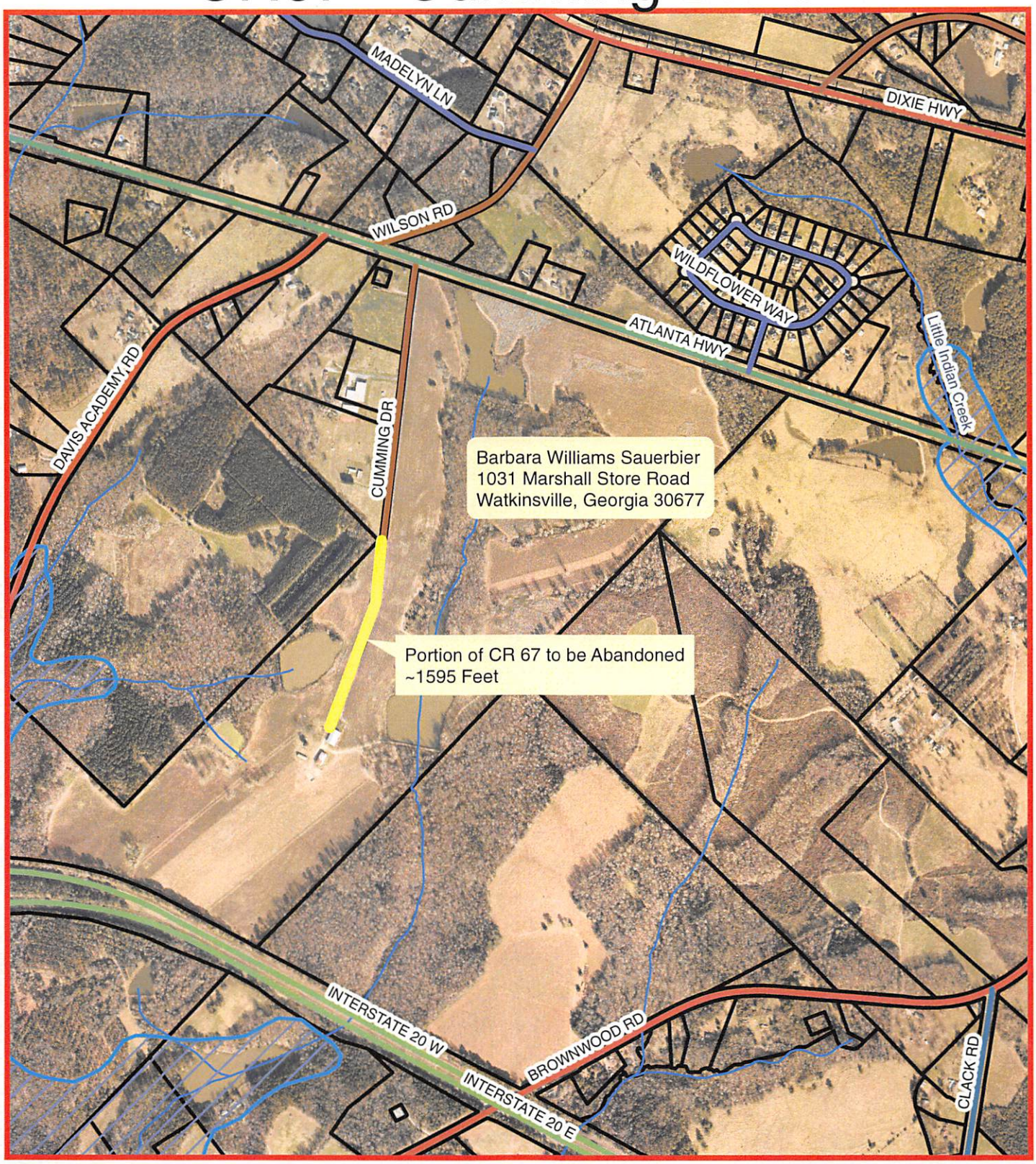
_____ DISAPPROVED

DATE: _____

_____
Clerk, Morgan County Commissioners

(Form Revised 10-20-10)

Request to Abandon a portion of CR67 - Cumming Drive



Jarrell, Chuck

From: Barbie <barbie7777@comcast.net>
Sent: Friday, February 12, 2021 1:07 PM
To: taylor@pinecreekga.com; Jarrell, Chuck
Subject: Attached is signed request for Gate at: 1390 Atlanta Hwy Madison
Attachments: 2021-02-12_130445.pdf

Sent from Mail for Windows 10

February 12, 2021

Morgan County

Attn: Chuck Jarrells

This is in regards to my property at the Following address:

1390 Atlanta Hwy
Madison, GA 30650

I would like the county to allow me to add a gate to my Property entrance. I am asking that my road at my Property line be abandoned by the county.

If you any questions you can email me or reach me at 770-601-0772.

Thanking you in advance,

Barbara Williams
Barbie7777@comcast.net

Morgan Co.
Chuck Jarrells

I am requesting the County road be abandoned at my property line at:

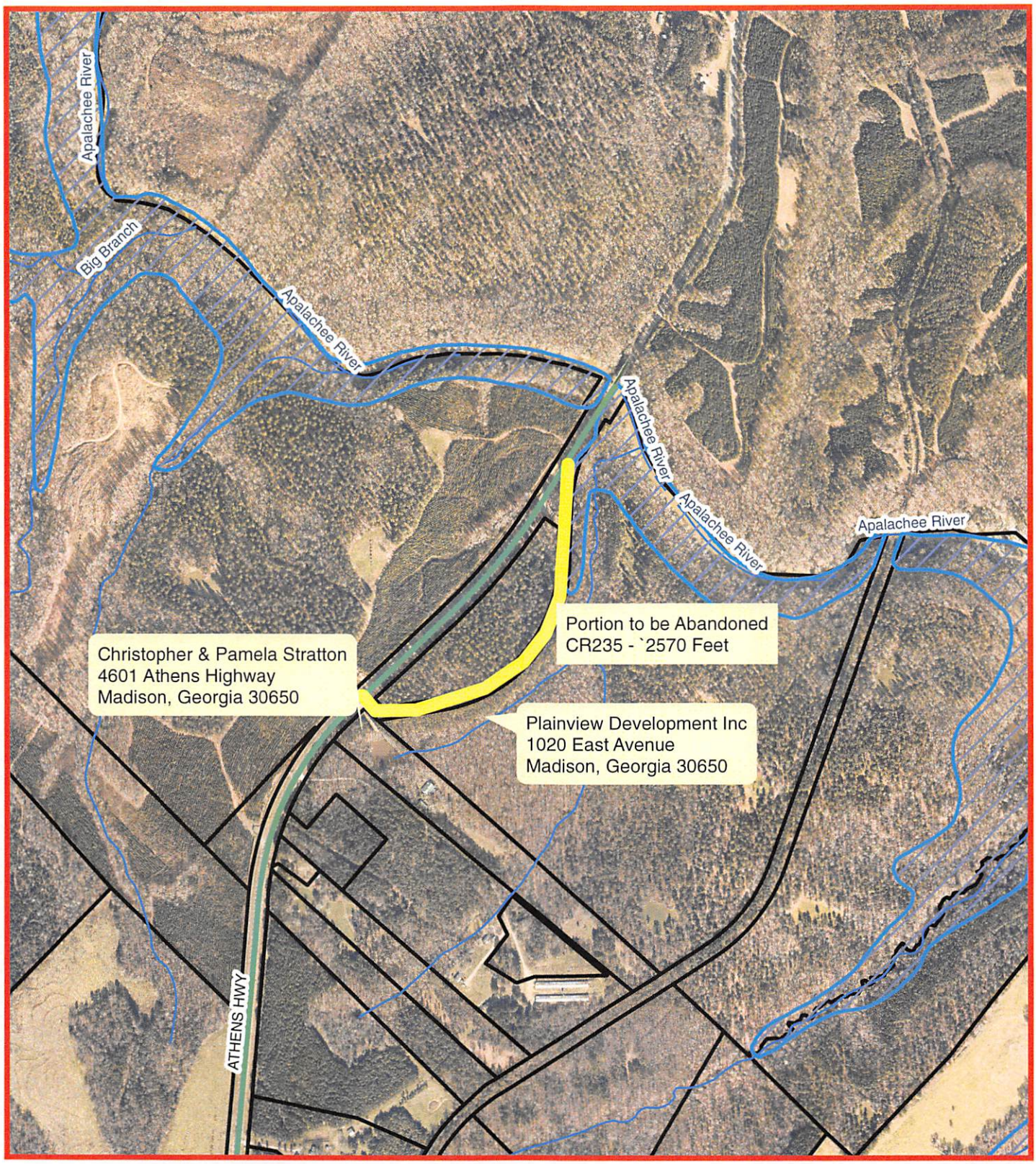
1390 Atlanta Hwy
Madison, Ga 30650

I would like to put up a gate.

Thanking you in advance,

Barbara Williams
770-601-0772 barbie7777@comcastnet

GDOT Request to Abandon CR235



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MORGAN COUNTY AGENDA REQUEST

Department: Animal Control

Presenter(s): Hope King

Meeting Date: mm/dd/yyyy 3/2/2021

Type of Request: New Business

Wording for the Agenda:

Animal Services fee schedule

Background/History/Details:

Currently, there is not a fee schedule for Animal Services. Attached is a proposed fee schedule.

What action are you seeking from the Board of Commissioners?

Approval of fee schedule for Animal Services.

If this item requires funding, please describe:

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance: Not Applicable

Approved by Purchasing: Not Applicable

Manager's Approval: Yes

Staff Notes:

Animal Services Fee Schedule

Dog Adoption – 125.00

Dog Adoption (Event) 85.00

Cat Adoption – 85.00

Cat Adoption (Event) – 55.00

Small Mammals, Fowl and Reptiles – 10.00

Livestock and Pigs – 20.00

Impound Fee (1st Offence) – 30.00

Impound Fee (Subsequent Offences) – Increases by $ 10.00 for each subsequent offence

Board Per Night – 10.00

Quarantine Fee– 80.00

Owner Surrender (Altered) – 20.00 per animal

Owner Surrender (Unaltered) – 40.00 per animal (Excluding puppies and kittens)

Puppy and Kitten Surrenders – 10.00 per animal

Owner Euthanasia Request – 30.00

Cremation Request – 50.00

Microchip – 20.00

Parvo/Distemper Vaccine – 10.00

Bordetella Vaccine – 15.00

Dangerous Dog Fee (Yearly) – 250.00

Vicious Dog Fee (Yearly) – 500.00

Required Sign – 50.00

Jarrell, Chuck

From: Sanchez, Carol <carol.sanchez@dnr.ga.gov>
Sent: Wednesday, February 10, 2021 4:07 PM
To: Jarrell, Chuck
Cc: Davis, Stephen
Subject: Speed bump request at Hard Labor Creek State Park
Attachments: Speed Humps.png

Director Jarrell,

I would like to request two speed bumps added to Knox Chapel Road near The Creek Golf Course at Hard Labor Creek State Park. The section of road in question is between the Pro Shop parking lot and the driving range. This is an area with high pedestrian and golf cart traffic crossing the road. Last month, the golf course hosted 1020 rounds of golf with the majority of the golfers utilizing the driving range before their tee times to warm-up. As we enter Spring and Summer, business will only increase due to warmer weather creating more road crossings. I believe the addition of speed bumps, or some other mitigation would draw attention to the high-use area and assist in slowing down thru-traffic on the road, especially traffic coming from the Walton County line where the speed limit drops from 55 mph. Many vehicles either miss or disregard the change in speed as they enter the area. Additionally, I am hoping that by slowing traffic in front of the golf course, it will slow traffic into the sharp curve at Knox Chapel Road which is increase the safety of park guests exiting from the park onto Knox Chapel often pulling trailers behind them. Fast-moving vehicles through the curve often leave their lane of travel to "cut" the curve which moves them into oncoming traffic. Please see the picture below and attached for approximately locations.

Thank you,

Carol Sanchez
Park Manager
Hard Labor Creek State Park
(706) 557-3001
Facebook • Twitter • Instagram
Book your next getaway now

A division of the
GEORGIA DEPARTMENT OF NATURAL RESOURCES

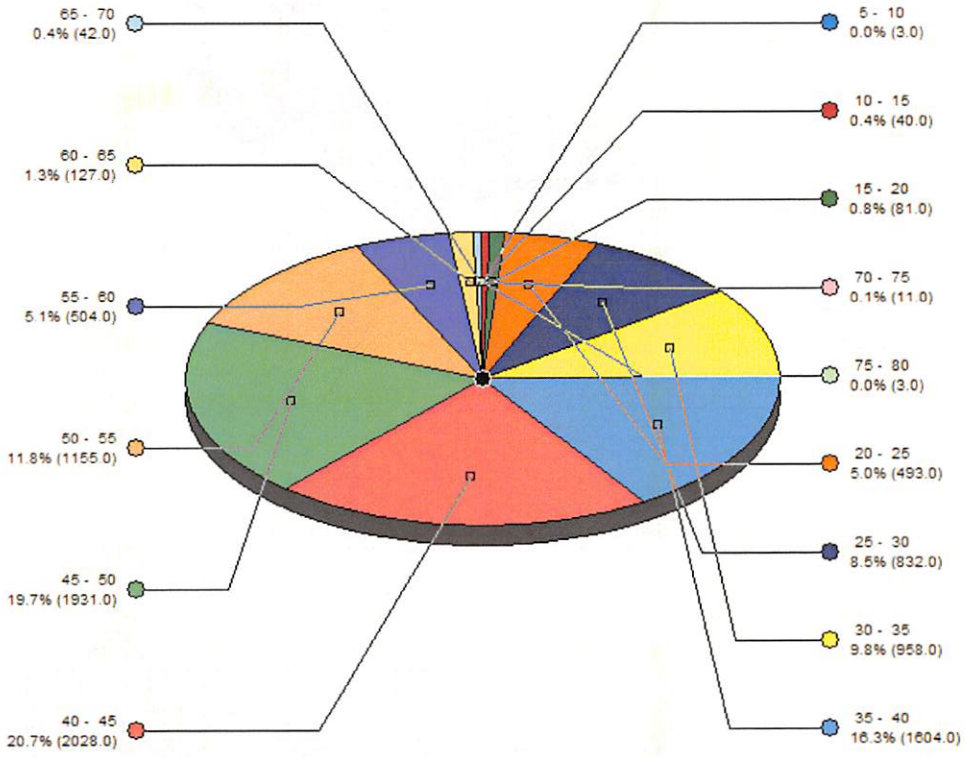
Georgia Open Records Act: Under Georgia law, all information, including e-mail, written letters, documents and phone messages, sent to the County Board of Commissioners and County offices and employees is subject to Public Records law. This includes the sender's e-mail address, home address or phone number if shown in the message, the content of the message and any associated attachments to the mail.


Knox Chapel Rd
The Creek Golf Course
Knox Chapel Rd
Google

MetroCount

Speed Bin Chart

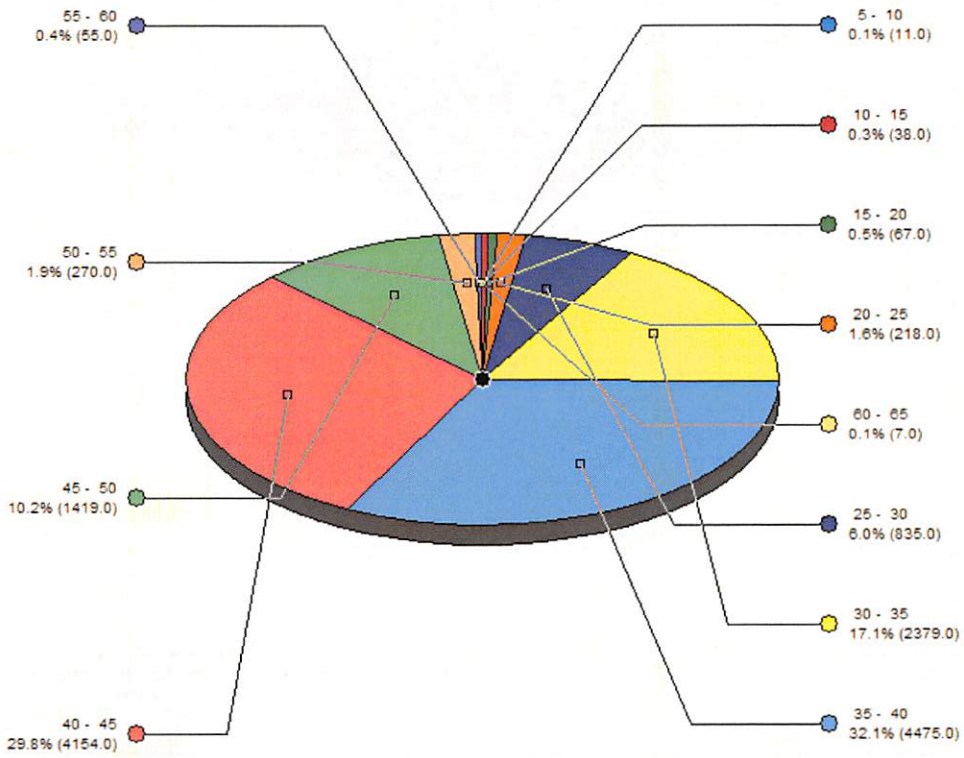
SpeedBin-342 (Non metric) **Site:**0001.1.2WE
Description: Knox Chapel Road east of golf course
Filter time: 11:13 Monday, December 07, 2020 => 16:48 Tuesday, January 05, 2021
Filter: Cls(1-13) Dir(NESW) Sp(5,100) Headway(>0) Span(0 - 300) Lane(0-16)
Scheme: Vehicle classification (Scheme F3)
Total=9812



MetroCount

Speed Bin Chart

SpeedBin-344 (Non metric) **Site:**0001.0.1EW
Description: Knox Chapel Road west of Fairplay
Filter time: 11:52 Monday, December 07, 2020 => 16:25 Tuesday, January 05, 2021
Filter: Cls(1-13) Dir(NESW) Sp(5,100) Headway(>0) Span(0 - 300) Lane(0-16)
Scheme: Vehicle classification (Scheme F3)
Total=13928



Knox Chapel Road
December 7, 2020 - January 5, 2021

West of Fairplay

MPH	Vehicles	%	Average	85%
5-10	11	0.1	10	0.1
10-15	38	0.3	15	0.3
15-20	67	0.5	20	0.5
20-25	218	1.6	25	1.6
25-30	835	6	30	6
30-35	2379	17.1	35	17.1
35-40	4475	32.1	40	32.1
40-45	4154	29.8	45	29.8
45-50	1419	10.5	50	87.5
50-55	270	1.9	55	
55-60	55	0.4	60	
60-65	7	0.1	65	
65-70	0	0	0	
70-75	0	0	0	
75-80	0	0	0	
	13928	100.4	30	

East of Golf Course

MPH	Vehicles	%	Average	85%
5-10	3	0	10	0
10-15	40	0.4	15	0.4
15-20	81	0.8	20	0.8
20-25	493	5	25	5
25-30	832	8.5	30	8.5
30-35	958	9.8	35	9.8
35-40	1604	16.3	40	16.3
40-45	2028	20.7	45	20.7
45-50	1931	19.7	50	19.7
50-55	1155	11.8	55	11.8
55-60	504	5.1	60	93
60-65	127	1.3	65	
65-70	42	0.4	70	
70-75	11	0.1	75	
75-80	3	0	80	

Sec. 70-3. - Speed limits within Hard Labor Creek State Park.

(a) *Fifty-five mile per hour (55 mph) zone.* County Road No. 44 (Old Mill Road) from County Road No. 240 to the north limit of Hard Labor Creek State Park limit.

(b) *Forty-five mile per hour (45 mph) zone.*

(1) County Road No. 240 (Rutledge to Fairplay Road) from County Road No. 42, a distance of 0.90 mile, to County Road No. 247 (Knox Chapel Road) from a point 0.5 mile south of the north limit of Hard Labor Creek State Park.

(2) County Road No. 41 (Lake Rutledge Road) from County Road No. 240, a distance of 0.45 mile, to County Road No. 42.

(3) County Road No. 247 (Knox Chapel Road) from Shop Maintenance Road, a distance of 0.45 mile, to the Morgan/Walton County line.

(c) *Thirty-five mile per hour (35 mph) zone.*

(1) County Road No. 240 (Rutledge to Fairplay Road) from County Road No. 247 (Knox Chapel Road), a distance of 0.8 mile, a point 0.5 mile south of the north limit of Hard Labor Creek State Park.

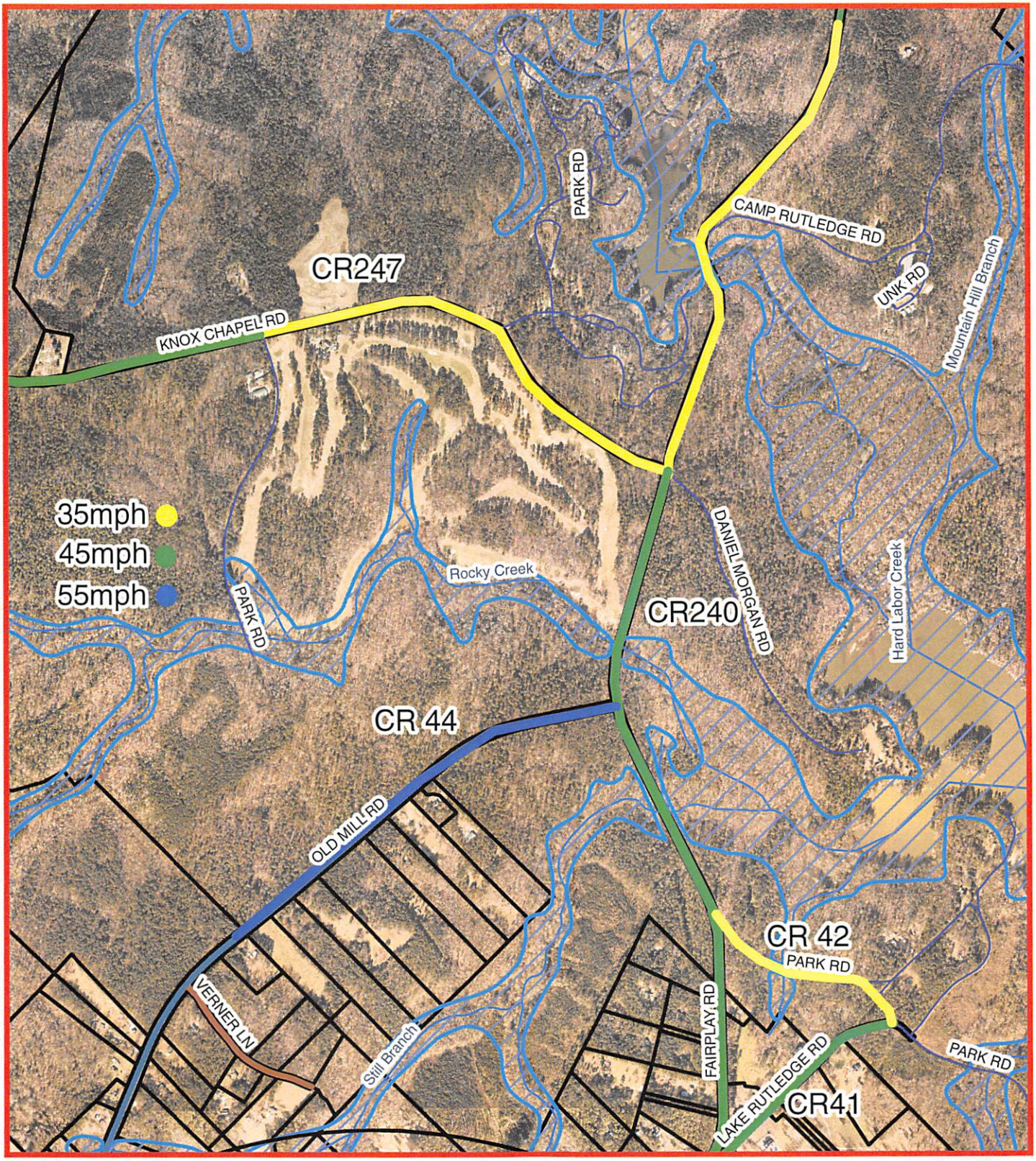
(2) County Road No. 42 from County Road No. 41, a distance of 0.4 mile, to County Road No. 240.

(3) County Road No. 247 (Knox Chapel Road) from County Road No. 240, a distance of 0.9 mile, to Park Maintenance Road.

(d) *Twenty-five mile per hour (25 mph) zone.* All other county roads inside Hard Labor Creek State Park.

(Code 2000, § 11-103)

Section 70-3 Speed Zones in Hard Labor Creek State Park



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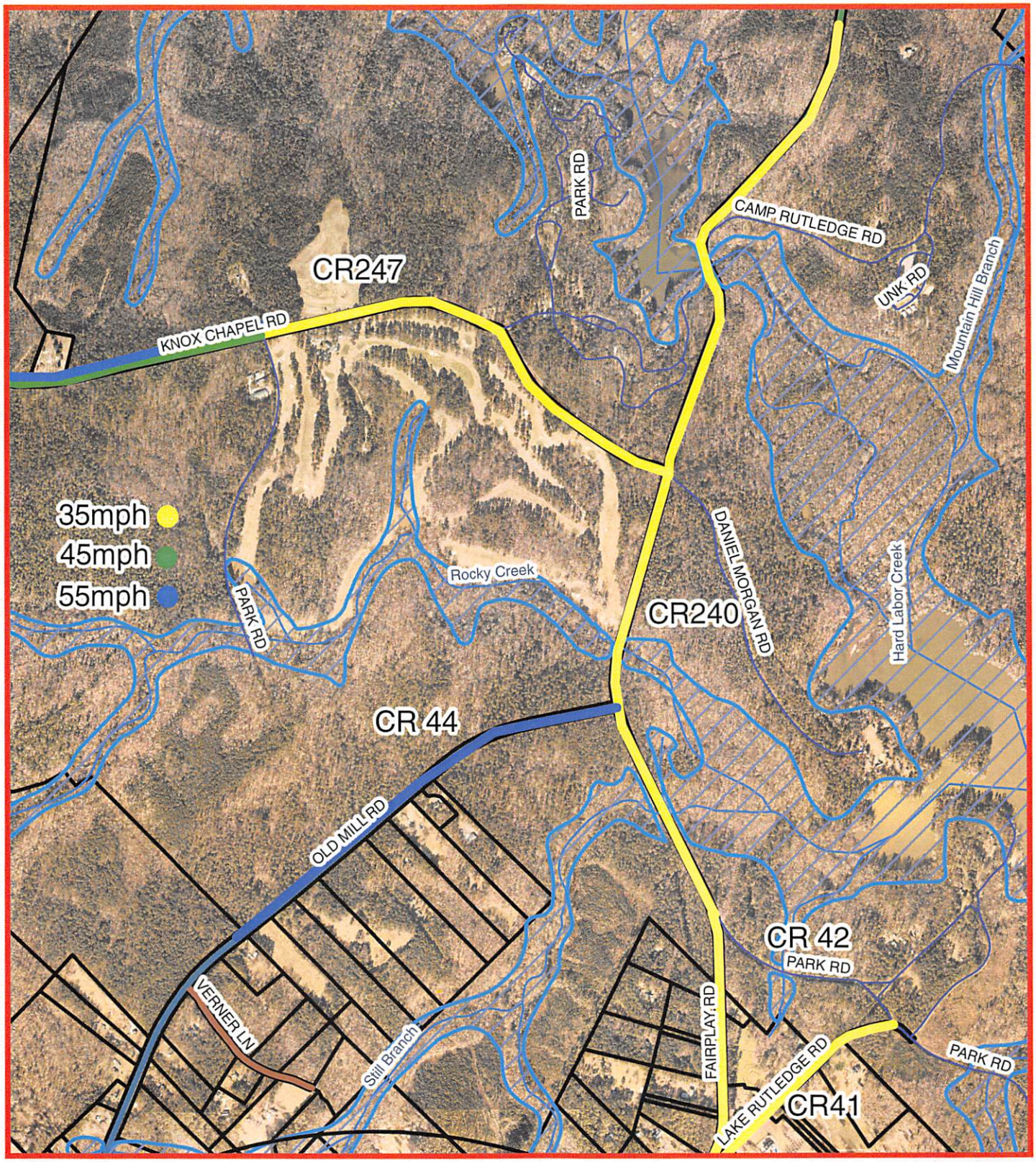
Existing Posted Speeds in Hard Labor Creek State Park



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