



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, JULY 26, 2021, 8:30 AM  
REGULAR SESSION, TUESDAY, JULY 27, 2021, 5:30 PM  
327 N. Ashley Street - 2nd Floor

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance To The Flag**
4. **Minutes For Approval**
  - a. Work Session - July 12, 2021 & Regular Session - July 13, 2021  
Recommended Action: Approve  
Documents:
5. **Public Hearing**
  - a. Beer and Wine License - Roger S. George with Cracker Barrel Old Country Store, Inc., DBA Cracker Barrel #89 - 4914 Timber Dr., Lake Park, GA  
Recommended Action: Approve  
Documents:
6. **For Consideration**
  - a. Approval of Easement Documents for Hightower Road  
Recommended Action: Approve  
Documents:
  - b. ACCG IRMA Property & Liability Insurance Program Renewal  
Recommended Action: Board's Pleasure  
Documents:
  - c. Annual Contract Renewal, Georgia Department of Corrections - Prison Work Details  
Recommended Action: Approve  
Documents:
  - d. Annual Contract Renewal for Mosquito Identification and Testing  
Recommended Action: Approve  
Documents:
7. **Reports - County Manager**
8. **Citizens Wishing To Be Heard - Please State Your Name and Address**
9. **Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - Roger S. George with Cracker Barrel  
Old Country Store, Inc., DBA Cracker Barrel #89 - 4914 Timber Dr., Lake  
Park, GA

DATE OF MEETING: July 27, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Beer and Wine License - Roger S. George with Cracker Barrel Old Country  
Store, Inc., DBA Cracker Barrel #89 - 4914 Timber Dr., Lake Park, GA

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HISTORY, FACTS AND ISSUES: Beer and Wine License - Roger S. George with Cracker Barrel Old Country Store,  
Inc., DBA Cracker Barrel #89 - 4914 Timber Dr., Lake Park, GA is requesting a license for the sale of beer and  
wine for consumption on premise. This is an existing business that would like to begin providing alcohol sales.  
The ordinances and guidelines for approval of the license have been met. All forms are attached and upon  
approval by the Board the license will be granted.

OPTIONS: 1. Approval of the Beer and Wine License  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# 01353590

Alcoholic Beverage License Application  
Lowndes County Board of Commissioners  
Finance Department – Licensing Division

Cracker Barrel

*Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.*

1. TYPE OF LICENSE(S) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Cracker Barrel Old Country Store, Inc.

3. Applicant's Business or Trade Name (if different than official legal name):

Cracker Barrel #89

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

N/A

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

Roger Steven George

6. Street Address of establishment for which license is sought:

4914 Timber Drive, Lake Park, GA 31636

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

305 Hartmann Drive

Lebanon, TN 37087

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

An existing restaurant applying for a malt beverages and wine consumption on premises license

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Francis Lake AME Church - 905 Lakes Boulevard (0.8 miles)

School, college or other educational facility or grounds: Lowndes Middle School - 2379 Copeland

Road (9.6 miles) \_\_\_\_\_

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months?  YES  NO

If yes, please explain. [Attach additional pages if more space needed]

N/A  
\_\_\_\_\_  
\_\_\_\_\_

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)?  YES  NO

If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

N/A  
\_\_\_\_\_  
\_\_\_\_\_

12. Type of Legal Entity applying for license:  Individual  Partnership  Joint Venture  Corporation  Firm  Association  Limited Liability Company (LLC)  Other: \_\_\_\_\_

If the Applicant is a partnership, joint venture or firm, list the names and addresses of all owners of the partnership, joint venture or firm. [Attach additional pages if more space is needed]

<u>N/A</u>	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

If the Applicant is a corporation or association, list the names and addresses of its principal officers, directors and the three stockholders owning the largest amounts of stock. [Attach additional pages if more space is needed]

<u>Please see attached Exhibit "A"</u>	_____
President	Address
_____	_____
Vice President	Address
_____	_____
Secretary	Address
_____	_____
Treasurer	Address
_____	_____
Director	Address
Cracker Barrel Old Country Store, Inc. is a public company whose stock is traded on Nasdaq.	_____
Stockholder	Address
_____	_____
Stockholder	Address
_____	_____
Stockholder	Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [ ] YES [X] NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [ ] YES [X] NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A) [X] YES [ ] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

N/A

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17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?

[X] YES [ ] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D) [X] YES [ ] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies, that he/she is the General Manager of Cracker Barrel Old Country Store, Inc. d/b/a Cracker Barrel #89, is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1<sup>st</sup> and expiring December 31<sup>st</sup>, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 1075.00 [~~1,750.00~~] (must be a cashier's check, money order, other certified funds, or cash) which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

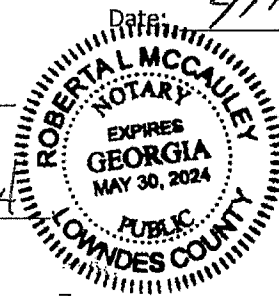
[Signature]  
Signature of Individual Making this Application

Sworn to and subscribed before me this 16<sup>th</sup> day of April, 20 21.

Date: 4/16/21

[Signature]  
Notary Public

My commission expires: May 30, 2024





**Exhibit "A"**

**Officers of Cracker Barrel Old Country Store, Inc.**

FEIN: 62-0812904

**Cracker Barrel Old Country Store, Inc. is a public company whose stock is traded on Nasdaq.**

<b>Name</b>	<b>Address</b>	<b>Date of Birth</b>	<b>Position</b>
Sandra Brophy Cochran			CEO
Paul Douglas Couvillion			Senior VP and Interim CFO
Richard Michael Wolfson			Secretary

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

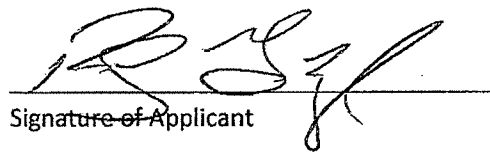
By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form of secure and verifiable document: Georgia driver's license.

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Lake Park (city), Georgia (state).

  
Signature of Applicant

Roger S. George  
Printed Name of Applicant

Sworn to and subscribed before me this 16<sup>th</sup> day of April, 2021.

Robert L. McAuley  
Notary Public

My commission expires: May 30, 2024



ATTACHMENT C

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

74846

Federal Work Authorization User Identification Number

1/1/2012

Date of Authorization

Cracker Barrel Old Country Store, Inc.

Name of Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April 16, 2021 in Lake Park (city), GA (state).

[Signature]  
Signature of Authorized Officer or Agent

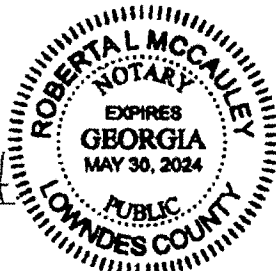
Roger S. George, Authorized Agent

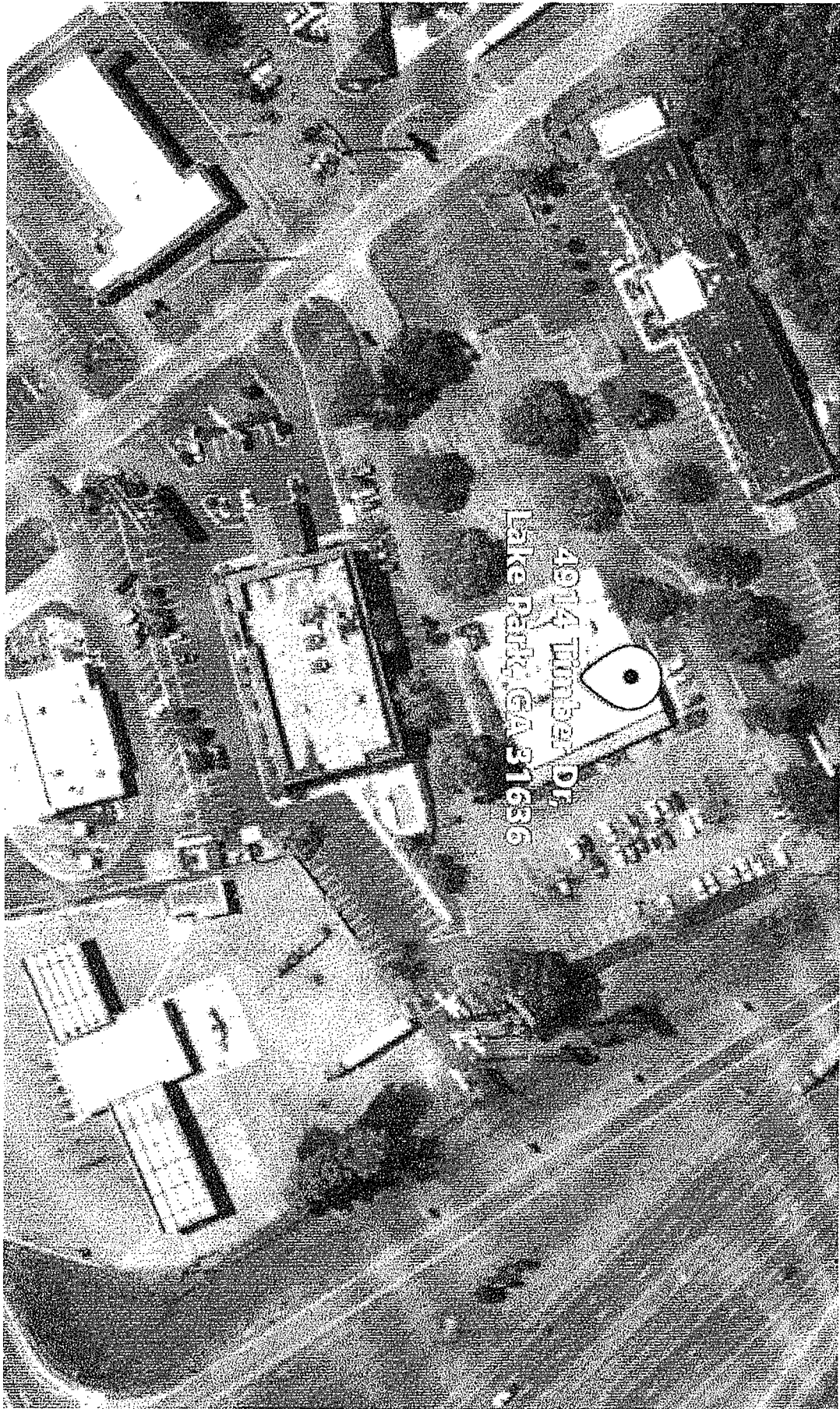
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 16<sup>th</sup> day of April, 2021.

Roberta L. McAuley  
Notary Public

My commission expires: May 30, 2024





4914 Timber Dr.  
Lake Park, GA 31636

Distance Check

Date: 6-8-21

Establishment: Cracker Barrel Old Country Store #89

Address: 4914 Timber Dr. Lake Park, Ga. 31636

Nearest School: Francis Lake Baptist Church

Address: 5111 Springwater Dr. Distance: 4752'  
Lake Park, Ga. 31636

Nearest Church: Francis Lake AME Church

Address: 905 Lakes Blvd. Distance: 4224'  
Lake Park, Ga. 31636

Officer Assigned: Robert Ellis

Signature: R. Ellis

Comments:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approval of Easement Documents for Hightower Road

DATE OF MEETING: July 27, 2021

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approve the Temporary Construction Easement

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HISTORY, FACTS AND ISSUES: The County needs 3.07 acres of right of way for the Hightower Road – Cooper Road, TSPLOST Paving Project owned by the United States of America, as described in the attached easement document. Attached is a temporary construction easement that will enable Lowndes County to begin work on the project while the final easement documents and land exchange are worked out. The temporary easement is valid for 5 years. The Commission needs to approve the easement as presented and authorize the Chairman to sign the documents.

OPTIONS: 1. Approve the temporary construction easement and authorize the Chairman to sign.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**DEPARTMENT OF THE AIR FORCE**  
**GRANT OF EASEMENT**  
**FOR**  
**LOWNDES COUNTY, GEORGIA**  
**ON**  
**MOODY AIR FORCE BASE, GEORGIA**

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## DEPARTMENT OF THE AIR FORCE

### GRANT OF EASEMENT

#### PREAMBLE

**THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein, and the granting of this Easement is not against the public interest; does hereby grant and convey to Lowndes County, a municipality of the state of Georgia, duly incorporated in the State of Georgia and authorized to do business in this State Grantee an exclusive Easement to to expand and pave a road around and on parts of Moody AFB, Georgia, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

#### BASIC TERMS

##### 1. TERM

**1.1 Term.** This Grant shall be for a term of 5 years commencing 1 Aug 2021 and ending 31 July 2026 unless sooner terminated.

**1.2 Termination.** The Government may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

##### 2. RENT

**2.1.** The consideration for the easement shall be the construction, operation, and maintenance of the paved road for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

##### 3. CORRESPONDENCE

**3.1** Any notices pursuant to this Easement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

GOVERNMENT:  
23 CES/CEIAP  
Moody Air Force Base  
3485 Georgia St,  
Moody AFB, GA 31699

GRANTEE:  
Lowndes County  
327 N. Ashley St  
Valdosta, GA 31601

#### 4. USE OF EASEMENT AREA

**Permitted Uses.** The Grantee shall use the Easement Area solely for purposes of expanding and paving a road around Moody AFB, Georgia. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

**Grantee Access.** Grantee is granted the nonexclusive right the land associated with the road expansion and paving on Moody AFB, Georgia in common with the Grantor and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

**4.1 Government's Right of Access And Inspection.** Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Government shall have the right to enter the Premises at any time and shall have the right to reasonably inspect the Premises and Grantee's property placed thereon. In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Government will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of the Installation Commander and is governed by such regulations and orders. Any access granted to Grantee, its officers, employees, partners, members, contractors of any tier, agents, invitees, others who may be on the Premises at their invitation, or assignees ("Grantee Parties") is subject to such regulations and orders. This Easement is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Easement. Violation of any such regulations, orders, or conditions may result in the termination of this Easement. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of Grantee Parties while on the Installation.

**4.2 Government's Reasonable Regulation.** The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Government, or its duly authorized representatives, may from time to time impose.

**4.3 No Obstructions.** Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

**4.4 Limitation Of Grantee Rights.** Except as is reasonably required to affect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

## **5. ABANDONMENT OR TERMINATION OF EASEMENT**

**5.1 Termination.** This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement, and Government may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Government shall give written notice of any termination, which... shall be effective as of the date of the notice.

**5.2 Remedies For Non-Compliance.** In the event the Grantee fails to comply with any obligation under this Easement, the Government may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Government for its attorney fees and costs

## **OPERATION OF THE EASEMENT AREA**

## **6. EASEMENTS AND RIGHTS OF WAY**

6.1 Use if Easement is Reserved. This Easement is subject to all outstanding easements, rights of way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Government may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

## 7. **CONDITION OF EASEMENT AREA**

7.1 The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C.

## 8. **MAINTENANCE OF EASEMENT AREA**

8.1 **Maintenance of Easement Area.** The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

8.2 **Damage to Government Property.** If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

## 9. **TAXES**

9.1 The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

## 10. **INSURANCE**

10.1 **Risk of Loss.** The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely

the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

**10.2 Grantee Insurance Coverage.** During the entire Easement Term, the Grantee, at no expense to the Government, shall carry and maintain the following types of insurance;

10.2.1 Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government

10.2.1.1 The insurance carried and maintained by the Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which the Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.1.2 Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer

10.2.2 Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1,000,000 each coverage and policy limit.

**10.3 General Requirements.** All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Georgia; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to

assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

**10.4 Evidence of Insurance.** The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government's option, a certified copy of each policy of insurance required by this Easement, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

**10.5 Damage or Destruction of Easement Area.** In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1 In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2 In the event that the Government, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

## 11. ALTERATIONS

**11.1 Alterations.** At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Government's use of the Easement Area and the operation of the Installation.

**11.2 Airfield Construction.** Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable DAF requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 4 February 2019, as amended.

**11.3** The Grantee shall be responsible for grounds maintenance of the Easement Area without cost to the Government.

## **12. COSTS OF UTILITIES/SERVICES**

**12.1** The Grantee shall be responsible for all utilities, janitorial services, refuse collection and building and grounds maintenance of the Easement Area without cost to the Government.

## **13. RESTORATION**

**13.1 Grantee's Removal Obligation.** Upon the expiration, abandonment, or termination of the Easement, Government may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Government's satisfaction. Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Government's notice of termination. Alternatively, at those same times, Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Government and shall be effective on the Easement Expiration Date or the effective date of any abandonment or termination, without additional consideration, therefore. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

**13.2 Government Restoration of Easement Area.** If Grantee fails to timely satisfy its removal and restoration obligations, then at Government's option, Grantee's improvements and personal property located on the Easement Area shall either become Government's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee, and no claim for damages against Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

## **CHANGES IN OWNERSHIP OR CONTROL**

### **14. ASSIGNMENT**

**14.1** The Grantee may not assign this Easement without the prior written consent of the Government.

## **15. LIENS AND MORTGAGES**

**15.1 Prohibition Against Liens and Mortgages on the Easement Area.** The Grantee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Easement Area; (ii) place or suffer to be placed upon the Easement Area any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Grantee's interests in the Easement Area; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Easement Area or the rents, issues, profits, or other income of the Easement Area.

## **ENVIRONMENT**

### **16. ENVIRONMENTAL PROTECTION**

**16.1 Compliance with Applicable Laws.** Grantee shall comply with all Applicable Laws and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Government, indemnify Government for all costs of completing such cleanup, abatement, or response action.

**16.2 Environmental Permits.** The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

**16.3 Indemnification.** The Grantee shall, to the extent permitted by law, indemnify the Government, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Government and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any Applicable Laws that may be in effect from time to time.

**16.4 Government Caused Environmental Damage.** Grantee does not assume any of Government's liability or responsibility for environmental impacts and damage resulting from Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.



**16.5 Records Maintenance and Accessibility.** The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Laws. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

**16.6 Grantee Response Plan.** The Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills

**16.7 Pesticide Management.** Any pesticide use will require prior Government approval.

**16.8 Compliance with Water Conservation Policy.** The Grantee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Commencement Date through the Expiration Date.

**16.9 Protection of Environment and Natural Resources.** The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

**16.10 Pesticides and Pesticide Related Chemicals in Soil.** The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for the injury or death of any person affected by such soil conditions

**17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)**

**17.1 Asbestos-Containing Materials (ACM).** The Grantee is hereby notified that the Easement Area may contain existing and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

**17.2 Lead-Based Paint (LBP).** The Grantee is hereby notified that LBP materials may be present on exterior and interior surfaces of any facilities within the Easement Area or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Easement Area or any

improvements located thereon, necessary or required in connection with the use of the Easement Area. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws

## **18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT**

**18.1 Compliance With Health and Safety Plan.** The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

**18.2 Occupational Safety and Health.** The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

## **19. HISTORIC PRESERVATION**

**19.1** Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity, as defined in the National Historic Preservation Act, 54 U.S.C. § 300101; Archaeological and Historic Preservation Act, 54 U.S.C. § 312501; Archaeological Resource Protection Act, 16 U.S.C. § 470aa; Antiquities Act, 54 U.S.C. § 320301; and Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001. In the event such items are discovered on the Easement Area, Grantee shall cease its activities at the site and immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

## **20. INSTALLATION RESTORATION PROGRAM (IRP)**

**20.1 IRP Records.** On or before the Commencement Date, the Government shall provide the Grantee access to Administrative Record and Information Repository applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of Administrative Record documents affecting the Easement Area. If the Installation has been listed on the National Priorities List (NPL) at the time this Easement is granted, or is listed subsequent to the granting of this Easement, the Government will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Government and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the

terms of the FFA as it may be amended and the provisions of this Easement, the terms of the FFA shall govern.

**20.2 No Liability for Interference.** The Grantee expressly acknowledges that it fully understands the potential for some or all of the IRP response actions to be undertaken with respect to the IRP may impact the Grantee's use of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Easement Area. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

**20.3 Government Right of Entry.** The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.3.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.3.2 To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3 To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.3.4 To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

## **20.4 ACCESS FOR RESTORATION**

20.4.1 Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the DAF and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA)

or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the DAF to ensure DAF's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.4.2 The United States Environmental Protection Agency (USEPA) and the state in which the Easement Area is located, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with DAF's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

## **21. ENVIRONMENTAL BASELINE SURVEY ENVIRONMENTAL CONDITION OF PROPERTY**

21.1 An Environmental Baseline Survey ("EBS") for the Easement Area dated 25 March 2019 has been delivered to the Grantee and is attached as Exhibit D hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16. A Visual Inspection was performed on 22 Apr 2021 and is attached as Exhibit D.

## **GENERAL PROVISIONS**

### **22. GENERAL PROVISIONS**

22.1 **Covenant Against Contingent Fees.** The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

**22.2 Officials Not to Benefit.** No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

**22.3 Facility Nondiscrimination.** As used only in this Condition, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1 The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2 The Parties agree that in the event of the Grantee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

**22.4 Gratuities.**

22.4.1 The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2 The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3 If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4 The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

**22.5 No Joint Venture.** Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

**22.6 Records and Books of Account.** The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States DAF, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

**22.7 Remedies Cumulative; Failure of Government to Insist on Compliance.** The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

**22.8 Counterparts.** This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

**22.9 Personal Pronouns.** All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

**22.10 Entire Agreement.** It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

**22.11 Partial Invalidity.** If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable,

will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

**22.12 Interpretation of Easement.** The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

**22.13 Identification of Government Agencies, Statutes, Programs, and Forms.** Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

**22.14 Approvals.** Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

**22.15 Third-Party Beneficiaries.** There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

**22.16 No Individual Liability of Government Officials.** No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

**22.17 Excusable Delays.** The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state in which the Easement Area is located; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any

of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

## **23. SPECIAL PROVISIONS**

Reserved

## **24. RIGHTS NOT IMPAIRED**

**24.1 Rights Not Impaired.** Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

**24.2 Installation Access.** The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and DAF regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure pursuant to Applicable Laws and regulations. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

**24.3 Permanent Removal and Barment.** Notwithstanding anything contained in this Easement to the contrary, pursuant to Applicable Laws and regulations, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.



**24.4 No Diminishment of Rights.** Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

## **25. APPLICABLE LAWS**

**25.1 Compliance With Applicable Laws.** The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1 “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

**25.2 Permits, Licenses, and Approvals.** The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

**25.3 No Waiver of Sovereign Immunity.** Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises perpetual federal legislative jurisdiction over the Easement Area.

**25.4 Grantee Responsibility for Compliance.** Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee’s use and occupation of the Easement Area.

**25.5 Grantee Right to Contest.** The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature

referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

**24.6 Compliance with Executive Order (EO) No. 13658.** The parties expressly stipulate this easement is subject to Executive Order 13658 and the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order. Thereby, "Appendix A of 29 CFR Part 10-Contract Clause" is incorporated by reference herein.

**26. AVAILABILITY OF FUNDS**

**26.1** The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

**27. CONGRESSIONAL REPORTING**

**26.1** This Easement is not subject to 10 U.S.C. § 2662.

**28. AMENDMENTS**

**28.1** This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

**29. GENERAL INDEMNIFICATION BY GRANTEE**

**29.1 No Government Liability.** Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

**29.2 Grantee Liability.** Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities,

judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

### **30. ENTIRE AGREEMENT**

30.1 It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

### **31. CONDITION AND PARAGRAPH HEADINGS**

31.1 The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

### **32. STATUTORY AND REGULATORY REFERENCES**

32.1 Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

### **33. PRIOR AGREEMENT**

33.1 This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior Easements that may by their terms survive the termination or expiration of those Easements, except to the extent such obligations are inconsistent with this Easement. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Easement Area has expired prior to the execution of this Easement, the Parties acknowledge that the Grantee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Easement Area pursuant to the prior agreement since the expiration of the prior agreement.

### **34. EXHIBITS**

Four (4) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A - Description of Premises

- Exhibit B - Map of Premises
- Exhibit C - Physical Condition Report
- Exhibit D – Environmental Baseline Survey

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE UNITED STATES OF AMERICA  
by its Secretary of the Air Force

By: \_\_\_\_\_  
DAVID K. WALTERSCHEID, GS-15, DAF  
Chief, Real Property Management Division  
Installation Directorate

State of \_\_\_\_\_

ss

County of \_\_\_\_\_

This document was acknowledged before me, the undersigned Notary Public, by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

ACCEPTANCE

The Grantee hereby accepts this grant of Easement and agrees to be bound by its terms.

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE: Lowndes County

By: \_\_\_\_\_  
BILL SLAUGHTER  
Chairman, Board of Commissioner  
Lowndes County

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(AFFIX SEAL)

Attest:

\_\_\_\_\_  
Belinda C. Lovern  
County Clerk

EXHIBIT A

Parcel 2 - A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 12+15.04 (9.52' Left) to Sta. 19+60.95 (30.69' Left) to Sta. 33+78.39 (30.00' Left) to Sta. 35+09.06 (10.47' Right) to Sta. 35+09.06 (30.00' Right) to Sta. 34+28.86 (30.00' Right) to Sta. 33+49.52 (30.00' Right) to Sta. 19+88.80 (30.00' Right) to Sta. 19+33.10 (30.00' Right) to Sta. 12+90.95 (30.00' Right) to Sta. 12+85.72 (38.79' Right) to Sta. 12+68.13 (48.33' Right) to Sta. 12+15.04 (9.52' Left)

Parcel 7 - A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 60+70.22 (18.49' Left) to Sta. 64+50.39 (18.49' Left) to Sta. 64+50.38 (16.20' Left) to Sta. 60+70.23 (16.26' Left) to Sta. 60+70.22 (18.49' Left).

Parcel 35 - A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 36+85.78 (10.47' Right) to Sta. 39+91.29 (10.47' Right) to Sta. 40+19.41 (30.00' Right) to Sta. 36+85.78 (30.00' Right) to Sta. 36+85.78 (10.47' Right).

Parcel 36 - A strip of land, variable in width and bounded by the following Stations and Offsets from the new centerline: From Sta. 35+09.06 (10.47' Right) to Sta. 36+85.78 (10.47' Right) to Sta. 36+85.78(30.00' Right) to Sta. 35+09.06 (30.00' Right) to Sta. 35+09.06 (10.47' Right).

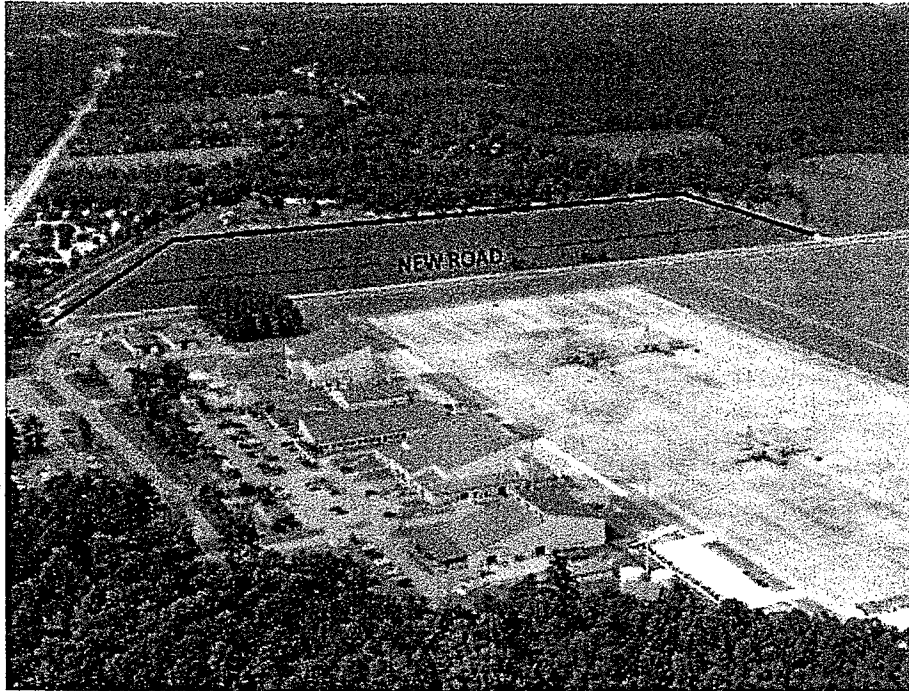
(see sttached)



Parcel 2 revised.pdf Parcel 36 revised.pdf Parcel 35 revised.pdf Parcel 7 revised.pdf

EXHIBIT B

Map of Premises



Property is located directly north of the C-130 Parking Ramp on Moody AFB proper. Lowndes County will pave a 2 lane road around the eastern, northern and western base boundary above the Red Line (county road). Moody proper and the northern property are not contiguous, they are separated by the county road. A new fenceline around all of the Moody property will be accomplished after the paving project is complete.

(see attached)



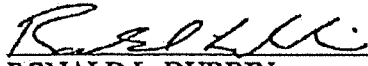
Hightower Road  
and 24 acres with rc



**PHYSICAL CONDITION REPORT**

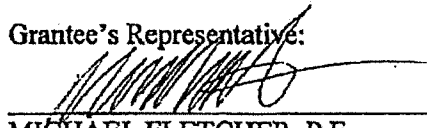
The property identified in Exhibit A, Description of Premises, and Exhibit B, Map of Premises, as shown as part of USAF-ACC-QSEU-21-2-0318 on Moody AFB has been inspected and found to be satisfactory by the Moody AFB Real Property Accountable Officer and a representative from Lowndes County. Pictures of the property location are on file with the Moody AFB Real Property Office for reference if applicable. All locations are free from obstructions and not located within the boundaries of future consideration. The Easement site is located on Federal property at Moody AFB.

RPO's Representative:

  
\_\_\_\_\_  
RONALD L. DURBIN  
Real Property Accountable Officer  
23d Civil Engineer Squadron

DATE: 20 May 2021

Grantee's Representative:

  
\_\_\_\_\_  
MICHAEL FLETCHER, P.E.  
Lowndes County Engineer

DATE: 28 May 2021

(see attached)

EXHIBIT D

ENVIRONMENTAL BASELINE SURVEY

Tab 1 Moody AFB Final Hightower Rd EBS 25 Mar 2019

Tab 2 Supplemental Moody Hightower Rd EBS 6 Sep 2019

Tab 3 20210422 signed VSI

The Environmental Baseline Survey and Supplement is on file for review with the Air Force and in the Office of the Lowndes County Engineer.

(see attached)



Phase 1 EBS.pdf



Supplement to  
EBS.pdf



2021\_04\_22\_signed  
VSI.pdf

## EXHIBIT D

### 1.0 EXECUTIVE SUMMARY

This Phase I Environmental Baseline Survey (EBS) was conducted for the 24.45-acre United States Air Force (Air Force)-owned parcel and for a portion of Hightower Road located north of the C-130 parking ramp between Yate Lane and Barretts Road. The site is bounded to the east by Barretts Road; to the west by Yate Lane, the Georgia Southern Railroad, and Bemiss Road; to the north by Runway Lane; and to the south by Moody Air Force Base (AFB). The Air Force-owned portion of the Subject Site is listed in Lowndes County Assessor documents as owned by the federal government (Moody AFB). Except for Hightower Road, the Subject Site is undeveloped and was historically used as agricultural land. The Subject Site is planned to be used by the Air Force to meet force protection and security recommendations for the C-130 parking ramp located immediately south and adjacent to the Subject Site. Relocation of Hightower Road is being considered to allow continued access around the site.

The Lowndes County Board of Assessor's office (2018) identifies the Air Force-owned portion of the Subject Site as two parcels—parcel number 0179 040A, consisting of approximately 23.45 acres, and parcel number 0179 040, consisting of 1 acre. Surrounding development includes Moody AFB to the south and rural housing to north and west of the Subject Site. To the east are undeveloped agricultural properties. According to the Assessor's records, the Subject Site is currently undeveloped. Lowndes County Board of Assessor's records can be found in Appendix D.

No significant concerns were noted during the site visit on 10 and 11 November 2018. There are no Environmental Restoration Program (ERP) sites located on the C-130 parking ramp, under Hightower Road, or on the 24.45-acre Air Force-owned property. Findings and conclusions discussed in this Phase I EBS are based on a site reconnaissance, an off-site reconnaissance of nearby properties, a regulatory records review, and a review of ownership/land use history. Based on the findings of this Phase I EBS, there was no Recognized Environmental Condition (REC) identified in connection with the Subject Site.

Based on an analysis of the available data, the property was classified into one of seven categories:

- Category 1 – Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas)
- Category 2 – Areas where only release or disposal of petroleum products has occurred
- Category 3 – Areas where release, disposal, and/or migration of hazardous substances have occurred, but at concentrations that do not require a removal or remedial response
- Category 4 – Areas where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions have been taken
- Category 5 – Areas where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions are under way, but have not yet been completed

- Category 6 – Areas where release, disposal, and/or migration of hazardous substances has occurred, but remedial actions have not been implemented
- Category 7 – Areas that are not evaluated or require additional evaluation

Air Force Instruction (AFI) 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, states recommendations for real estate transactions based on these categories. Any planned real estate transaction may occur if the property falls into Categories 1 through 4. If the property falls in Categories 5 or 6, disposal or other disposition by deed should not occur, but temporary transactions may occur if the procedures listed in Section 2.3 of AFI 32-7066 are followed. For a property falling in Category 7, no real estate transaction should occur until the property is evaluated further and can be placed into one of the other categories.

Property Categorization Factor	Area 1 Category
Hazardous Materials	Category 1
Hazardous Waste	Category 1
Petroleum Products	Category 1
Storage Tanks and Related Systems	Category 1
Treatment Systems and Related Components	Category 1
CERCLA and RCRA Cleanup Sites	Category 1
Medical/Biohazardous Waste	Category 1
Pesticides	Category 1
Radiological Materials and Mixed Waste	Category 1

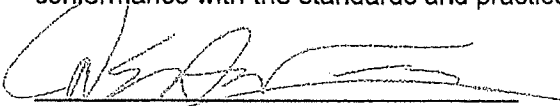
**CERCLA** – Comprehensive Environmental Response, Compensation, and Liability Act; **RCRA** – Resource Conservation and Recovery Act

A summary of findings for the Phase I EBS is presented in Section 7.0.

### 13.0 SIGNATURE(S) OF ENVIRONMENTAL PROFESSIONALS

#### ASTM Standard E 1527-13 Statement of Environmental Professional

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a Subject Site of the nature, history, and setting of the Subject Site. I have developed and conducted the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Dean E. Alford, PG, PMP, CEM  
Project Geologist

Reviewed and Approved By:



Eric Webb, Ph.D.  
Vice President

**EXHIBIT D**

**EXECUTIVE SUMMARY**

**E-1. Property Identification**

Address: Hightower Road, Lowndes County, Georgia

Parcel Nos.: 0179 040A (23.45 acres)  
0179 040 (1.0 acre)

This Phase I Environmental Baseline Survey (EBS) was conducted for the 24.45-acre United States Air Force (Air Force)-owned parcel and for a portion of Hightower Road located north of the C-130 parking ramp between Yate Lane and Barretts Road. The site is bounded to the east by Barretts Road; to the west by Yate Lane, the Georgia Southern Railroad, and Bemiss Road; to the north by Runway Lane; and to the south by Moody Air Force Base (AFB). The Air Force-owned portion of the Subject Site is listed in Lowndes County Assessor documents as owned by the federal government (Moody AFB).

The Lowndes County Board of Assessor's office identifies the Air Force-owned portion of the Subject Site as two parcels—parcel number 0179 040A, consisting of approximately 23.45 acres, and parcel number 0179 040, consisting of 1 acre. Surrounding development includes Moody AFB to the south and rural housing to north and west of the Subject Site. To the east are undeveloped agricultural properties.

**E-2. Site History and Operations**

Except for Hightower Road, the Subject Site is undeveloped and was historically used as agricultural land. According to the Assessor's records, the Subject Site is currently undeveloped.

**E-3. Proposed Future Use**

The Subject Site is planned to be used by the Air Force to meet force protection and security recommendations for the C-130 parking ramp located immediately south and adjacent to the Subject Site. Relocation of Hightower Road is being considered to allow continued access around the site.

**E-4 Factors Evaluated**

The following factors were evaluated, as outlined in Section 5.0 of Attachment 2 of Air Force Instruction (AFI) 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*:

- Visual Site Inspection (VSI)
- Hazardous Substances Notification
  - Storage of Hazardous Substances
  - Hazardous Substances Released
  - Hazardous and Petroleum Waste
- Petroleum Products and Derivatives
- Environmental Restoration
  - Environmental Restoration Program (ERP) Sites
  - Military Munitions Response Program (MMRP) Sites
- Areas of Concern (AOC)

- Storage Tank(s)
  - Aboveground Storage Tanks (ASTs)
  - Underground Storage Tanks (USTs)
  - Pipelines, Hydrant Fueling, and Transfer Systems
- Oil/Water Separator(s)
- Grease Trap(s)
- Wash Rack(s)
- Waste Tank(s)
- Pesticides
- Military Munitions/Ordnance
- Medical or Biohazardous Waste
- Radioactive Waste
- Solid/Municipal Waste
- Indoor Air Quality
- Groundwater
- Wastewater Treatment, Collection and Disposal/Discharge
  - Storm Water
  - Septic Tanks and Leach Fields
- Drinking Water Quality
- Utilities (Energy)
- Asbestos
- Polychlorinated Biphenyls (PCBs)
- Radon
- Lead-Based Paint
- Cultural Resources
  - Prehistoric Resources
  - Historic Structures and Resources
  - Paleontological Resources
- Floodplains
- Natural/Biological Resources
  - Sensitive Habitat
  - Threatened and Endangered Species
  - Wetlands
  - Floodplains

#### **E-5. Property Categorization**

Based on an analysis of the available data, the property was classified into one of seven categories:

- Category 1 – Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).
- Category 2 – Areas where only release or disposal of petroleum products has occurred.

- Category 3 – Areas where release, disposal, and/or migration of hazardous substances have occurred, but at concentrations that do not require a removal or remedial response.
- Category 4 – Areas where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions have been taken.
- Category 5 – Areas where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions are under way, but have not yet been completed.
- Category 6 – Areas where release, disposal, and/or migration of hazardous substances has occurred, but remedial actions have not been implemented.
- Category 7 – Areas that are not evaluated or require additional evaluation.

AFI 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, states recommendations for real estate transactions based on these categories. Any planned real estate transaction may occur if the property falls into Categories 1 through 4. If any portion of the property falls into category 5, 6 or 7, the Air Force may not proceed with the transaction until it has the concurrence of its attorneys in Air Force Legal Operations Agency, Environmental Law and Litigation and General Counsel of the Air Force.

A summary of findings for the Phase I EBS is presented in Section 7.0 of the EBS.

#### **E-6. Findings and Recommendations**

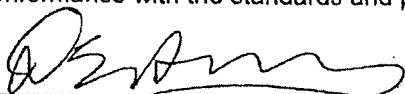
No significant concerns were noted during the site visit on 10 and 11 November 2018. Findings and conclusions discussed in this Phase I EBS are based on a site reconnaissance, an offsite reconnaissance of nearby properties, a regulatory records review, and a review of ownership/land use history. Based on findings of this Phase I EBS, it is concluded that no Recognized Environmental Conditions are identified on the Air Force-owned portion of the Subject Site. Based on the data reviewed, the Subject Site is considered Category 1, an area where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).



**SIGNATURES(S) OF ENVIRONMENTAL PROFESSIONALS**


**ASTM Standard E 1527-13 Statement of Environmental Professional**

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a Subject Site of the nature, history, and setting of the Subject Site. I have developed and conducted the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Dean E. Alford, PG, PMP, CEM  
Project Geologist

Reviewed and Approved By:



Eric Webb, PhD  
Vice President  
Vernadero Group Inc.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: ACCG IRMA Property & Liability Insurance Program Renewal

DATE OF MEETING: July 27, 2021

Work Session/Regular Session

BUDGET IMPACT: \$806,342.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Insurance renewal premium for Property, Automobile, Machinery and General Liability for Public Officials and Law Enforcement.

---

HISTORY, FACTS AND ISSUES: The County has participated in the ACCG-IRMA Insurance Program (a non-profit, Georgia County government owned fund) since 1993. At this year's renewal the County receives both a safety credit of \$47,173.00, and dividend credits of \$89,947.00, totaling \$137,120.00, of program credits.

The attached represents a quote for a complete blanket of property and liability insurance coverage.

OPTIONS: 1. Renew Property and Liability Insurance Coverage with ACCG at current deductible levels (\$2,500.00 per occurrence on all lines except for \$5,000.00 per occurrence for Law Enforcement Liability (LEL) and Public Official Liability (POL).

2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**ACCG-IRMA**  
**Renewal Proposal Summary**  
7/1/2021 to 7/1/2022

**Member: Lowndes County**

COVERAGE AVAILABLE THROUGH ACCG-IRMA		
General Liability	Automobile Liability	Equipment Breakdown
Law Enforcement Liability (LEL)	Automobile Physical Damage	Crime & Privacy and Security
Public Officials Liability (POL)	Property	

**DEDUCTIBLES AND CONTRIBUTIONS**

Unless noted otherwise, your deductible(s) will be the same as expiring and as noted in the Coverages & Limits section of this proposal.

Renewal Proposal	Contribution
<b>Renewal Contribution:</b>	<b>\$943,462</b>
<b>Less Safety Credit:</b>	<b>(\$47,173)</b>
<b>Less Dividend Credit:</b>	<b>(\$89,947)</b>
<b>Net Contribution Due:</b>	<b>\$806,342</b>

\*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Hazard Zones for Flood, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

**ADDITIONAL LIMITS OF LIABILITY COVERAGE**

Your Limit for Liability Coverage (Included in Contribution Above): \$1,000,000  
Note that these are the limits you chose last year. With \$500,000/\$700,000/\$50,000  
on Auto Liability

Your liability limits may be increased in increments of \$1,000,000.  
We have provided the cost of any additional limits below.

(If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)

<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$2,000,000	\$41,209
Increase Limits to \$3,000,000	\$76,599
Increase Limits to \$4,000,000	\$85,975
Increase Limits to \$5,000,000	\$93,195

For those members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call ACCG, the ACCG-IRMA Administrator, at 1.800.858.2224.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Annual Contract Renewal, Georgia Department of Corrections -  
Prison Work Details

DATE OF MEETING: July 27, 2021

Work Session/Regular Session

BUDGET IMPACT: \$147,954.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Annual Contract Renewal for Prison Work Detail

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HISTORY, FACTS AND ISSUES: The current contract with the Georgia Department of Corrections is due for renewal. These work details are utilized in the maintenance of over 5,000 easements that require manual hand cutting and are detrimental in the overall drainage performance of our road system. This contract is billed monthly, only if the prison work details are utilized.

OPTIONS: 1. Approve the contract renewal and authorize the Chairman to execute the contract.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Public Works

DEPARTMENT HEAD: Robin Cumbus

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**WORK DETAIL AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF CORRECTIONS  
AND  
LOWNDES COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT is entered into this 1st day of July, 2021, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Lowndes County Board of Commissioners, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

**WITNESSETH:**

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Valdosta State Prison (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2021 through 11:59 p.m. on June 30, 2022("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
  - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
  - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
  - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
  - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.



the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF  
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: \_\_\_\_\_  
Jennifer Ammons  
General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FACILITY WARDEN/SUPERINTENDENT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES  
Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with three (3) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department’s delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
- C. **Compensation.** Governmental Entity agrees to pay Department the sum of One Hundred Forty-Seven Thousand Nine Hundred Fifty-Nine Dollars (\$147,954.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This



amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Annual Contract Renewal for Mosquito Identification and Testing

DATE OF MEETING: July 27, 2021

Work Session/Regular Session

BUDGET IMPACT: \$52,132.50

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Annual Contract Renewal for Mosquito Identification and Testing

HISTORY, FACTS AND ISSUES: The current contract with Valdosta State University is up for renewal. The contract services include trapping, identification and testing of mosquitoes. The data collected will be used by Lowndes County to help reduce the risk of mosquito borne diseases.

OPTIONS: 1. Approve the contract renewal and authorize the Chairman to execute the contract.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Public Works

DEPARTMENT HEAD: Robin Cumbus

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FIXED PRICE AGREEMENT  
BETWEEN  
THE BOARD OF COMMISSIONERS  
OF LOWNDES COUNTY, GEORGIA  
AND  
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
VALDOSTA STATE UNIVERSITY**

**THIS AGREEMENT, hereinafter referred to as "Agreement,"** is made as of the 1<sup>st</sup> day of July, 2021 by and between THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA, (hereafter referred to as the "County") and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA by and on behalf of VALDOSTA STATE UNIVERSITY (hereinafter referred to as "VSU").

**WHEREAS**, VSU possesses certain knowledge, skill, and expertise to perform certain functions and services regarding collection and identification of mosquitos and transmitting of samples of collected mosquitos to a laboratory for further analysis (the "Services"); and

**WHEREAS**, County desires to have VSU perform such Services;

**NOW THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

**Section 1. Statement of Work:** VSU shall perform the services outlined in Attachment 1. Statement of Work (hereinafter referred to as "Project"). Mark S. Blackmore, Ph.D. (mblackmo@valdosta.edu), Professor of Biology, shall serve as Project Director and shall not be replaced by VSU without prior written approval of County. The Project Director shall have primary responsibility for performance of the Services and supervision of qualified VSU faculty and students assisting the Project Director in performing the Services. The Project Director shall be the primary contact at VSU for the Services and this Agreement.

**Section 2. Term of Agreement:** This Agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022. This Agreement may be extended for additional periods upon written agreement of the parties.

**Section 3. Compensation:** This is a fixed price agreement. County shall compensate VSU for Services provided in the amount of \$52,132.50 VSU will invoice County in accordance with the Fee Schedule outlined in Attachment 1. County will pay invoices in U.S. dollars within thirty (30) days of receipt in accordance with invoice instructions. Bank charges for processing payments by credit card or wire transfer are not included in this Agreement and will be billed to County as an additional cost.

**Section 4. City Agreement:** The parties acknowledge that VSU is also rendering services substantially similar to those hereunder to the City of Valdosta, Georgia, (hereinafter referred to as "City") under separate agreement. VSU may share the results of the Services hereunder with the City if the substantially similar results of the services rendered to the City are likewise shared with the County.

**Section 5. Disclaimer of Warranty:** County acknowledges that VSU is an academic institution and, as such, may utilize collection, analytical, and/or other scientific methods that have not been accepted by standard setting organizations or certified by governmental agencies; provided, however, VSU shall endeavor to only use collection, analytical, and/or scientific methods reasonably designed to result in the information for which the

County has engaged VSU. RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO COUNTY, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VSU SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY COUNTY AS A RESULT OF COUNTY'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.

**Section 6. Liability:** Each party will be responsible for any injury or property damage caused by negligence or other wrongful act or omission of its own employees, agents or independent contractors acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. Any liability of VSU will be governed by the laws of the State of Georgia, including but not limited to the Georgia Tort Claims Act and Georgia Workers' Compensation Act. Any liability of the County will be governed by the laws of the State of Georgia, including but not limited to the Georgia Constitution and Georgia Workers' Compensation Act.

**Section 7. Title to Equipment, Supplies, and Materials:** VSU shall retain title to any equipment, supplies, and materials purchased for use under this Agreement.

**Section 8. Rights in Data:** Ownership of results, reports, data, and other deliverables developed under this Agreement shall vest with the County. The County hereby grants to VSU a non-exclusive, royalty free, irrevocable license to use such results, reports, data, and other deliverables to fulfill its mission.

**Section 9. Intellectual Property:** Title to any invention or discovery made by VSU personnel during the fulfillment of this Agreement shall vest with VSU, with County having first right to obtain a license under reasonable terms and conditions.

**Section 10. Publicity:** Neither party will use the name of the other party in any publicity, advertising, nor news release without the prior written consent of the other which consent will not be unreasonably withheld, conditioned or delayed.

**Section 11. Independent Contractor:** For the purposes of this Agreement, VSU is an independent contractor. Neither VSU nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of County. VSU and all such agents, servants, and employees shall for all purposes be deemed to be employees of the State of Georgia, and this Agreement shall not be construed so as to create a partnership or joint venture between County and the State of Georgia or any of its agencies.

**Section 12. Modification of Agreement:** County may, from time to time, require changes in the Statement of Work to be performed by VSU hereunder. Such changes, including any increase or decrease in the amount of VSU's compensation or time of performance, which are mutually agreed upon by the parties shall be incorporated by written amendment to this Agreement. Attachments 1 and 2 attached hereto are a part of this Agreement; other attachments shall not have any bearing on the responsibilities or liabilities of either party unless signed by both parties and specific reference is made to such attachments within the provisions of this Agreement.

**Section 13. Termination:** Should a party breach or violate this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice specifying such breach or violation in reasonable detail to the breaching party should such breaching party not cure such breach or violation within such thirty (30) day period. In the event that this Agreement is terminated and, at the time of termination, VSU has rendered a portion of the Services for which it has not been paid, County shall reimburse VSU for such Services on a fair and equitable basis.

**Section 14. Notices:** All notices under this Agreement shall be deemed duly given, upon delivery, if delivered by hand or by electronic means, or three business days after posting, if sent by postage prepaid, Registered or Certified Mail, Return Receipt Requested, to an address set forth below:

<b>COUNTY:</b>		<b>VSU:</b>	
Name:	Paige Dukes	Name:	Elizabeth Ann Olphie
Title:	County Manager	Title:	Director
Address:	327 N. Ashley Street 3 <sup>rd</sup> Floor Valdosta, GA 31601	Address:	Office of Sponsored Programs & Research Administration Valdosta State University 1500 North Patterson Street Valdosta, GA 31698
Phone:	229-671-2440	Phone:	229-333-7837
FAX:	229-245-5222	FAX:	229-245-3853
eMail:	cmanager@lowndescounty.com	eMail:	ewolphie@valdosta.edu

**Section 15. Applicable Law:** This Agreement shall be governed by the laws of the State of Georgia.

**Section 16. Entire Agreement:** This agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

**Section 17. Amendment or Waiver:** This Agreement may not be changed, waived, terminated (except as otherwise specified in Section 13), or discharged except in a writing signed by all parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

**Section 18. Assignment:** No party hereto may assign all or any part of its rights or obligations under this Agreement without the prior written consent of the other party hereto; nor may any party subcontract any of its obligations or performance under this Agreement to any third party(ies) without the prior written consent of the other party hereto.

**Section 19. Time of the Essence:** Time is of the essence with respect to all provisions of this Agreement.

**Section 20. Georgia Security and Immigration Compliance Act of 2006:** The attached Attachment 2, "Contract Addendum – Georgia Security and Immigration Compliance Act of 2006," is an integral part of this Agreement, and the terms and conditions of which shall be performed and carried out by the parties as its terms provide.

**IN WITNESS WHEREOF,** the parties hereto have executed and signed this Agreement:

**FOR COUNTY:**

**FOR VSU:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Name: Bill Slaughter  
Title: Chairman, Lowndes County Board of Commissioners

Name: Dr. Robert Smith  
Title: Provost & VP for Academic Affairs  
Valdosta State University

Approved as to form  
Valdosta State University  
Office of Legal Affairs  
Justin M. Arrington, Interim Chief Legal Officer  
June 14, 2021

## Attachment 1

### Statement of Work:

VSU will provide the following services:

1. Sample adult mosquito populations at seven (7) permanent locations (specified below) in unincorporated Lowndes County. Mosquitoes will be trapped three nights per week for approximately 35 weeks during the period of the contract.
2. Identify genus and species of mosquitoes collected from all locations.
3. Assay subsamples for mosquito-borne viruses. Virus isolation and identification will be carried out by the Southeastern Cooperative Wildlife Disease Survey (SCWDS), University of Georgia, and College of Veterinary Medicine. County will be notified immediately when viruses of public health concern are detected. Will process and ship approximately 800 mosquito samples based upon scientifically sound methodology for monitoring mosquito propagations and infection rates in unincorporated Lowndes County. When and where practical sampling will be divided evenly among the seven (7) locations.

### Locations:

1. 1411 New Statenville Hwy, Valdosta
2. 4511 Briggston Rd., Valdosta
3. 3336 Brown Rd., Valdosta
4. 2781 Old Clyattville Rd., Valdosta
5. 4990 Hammock Tr., Lake Park
6. 410 East Main St., Hahira
7. 3215 Woodmen Cir., Valdosta

### Deliverables:

VSU will provide written reports to Lowndes County and the Southern Georgia Regional Commission (SGRC) for GIS mapping no more frequently than weekly and no less frequently than every two weeks. Reports will summarize weekly mosquito counts and genus/species by location and will include results of virus testing as they become available from SCWDS.

Payment Schedule: Total Project Cost: \$ 52,132.50

<u>Service Dates</u>	<u>Est. Invoice Date</u>	<u>Amount Due</u>
July 1 – September 30, 2021	October 15, 2021	\$ 13,033.13
October 1 – December 31, 2021	January 15, 2022	\$ 13,033.12
January 1 – March 31, 2022	April 15, 2022	\$ 13,033.13
April 1 – June 30, 2022	June 15, 2022	\$ 13,033.12

### **Terms:**

Net 30 days