

## City of Hogansville

## **City Council**

### Work Session Meeting Agenda

Monday, April 21, 2025 – 5:30 pm

### Meeting will be held at Hogansville City Hall

Mayor: Jake Ayers	2025	City Manager: Lisa E. Kelly
Council Post 1: Michael Taylor, Jr	2025	Assistant City Manager: Oasis Nichols
Council Post 2: Jason Baswell	2025	City Attorney: Alex Dixon
Council Post 3: Mandy Neese *	2027	Chief of Police: Jeffrey Sheppard
Council Post 4: Mark Ayers	2027	City Clerk: LeAnn Lehigh
Council Post 5: Kandis Strickland	2027	* Mayor Pro-Tem

### WORK SESSION - 5:30 pm

### ORDER OF BUSINESS

- 1. Development Agreement Project Hummingbird
- 2. Annexation Chisel Mill Development
- 3. Clock Park
- 4. Stone Street Discussion
- 5. UDO Amendments

#### DEVELOPMENT AGREEMENT FOR SEEFRIED DEVELOPMENT MANAGEMENT, INC.

#### PROJECT HUMMINGBIRD

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as
of, 2025 (the "Effective Date"), by and between SEEFRIED DEVELOPMENT
MANAGEMENT, INC., a Georgia corporation, whose address is 3333 Riverwood Parkway, Suite
300, Atlanta, Georgia, 30339 ("Developer"), and the THE CITY OF HOGANSVILLE, a Georgia
municipal corporation, whose address is 111 High Street, Hogansville, Georgia 30230 (the "City").
Developer and City may be referred to herein individually as a "Party" or collectively as the
"Parties".

#### RECITALS:

- A. Developer has been engaged by the owner of that certain tract of Land containing approximately 232.814 acres located in Troup County, Georgia, as more particularly described in **Exhibit A** attached hereto (the "Property"), to construct certain improvements to the Property ("Project Hummingbird").
- B. In connection with the approval of the Final Site Plan (hereinafter defined) and issuance of the permits necessary to facilitate the construction of such improvements, Developer has agreed to make certain on-site and off-site improvements, which improvements the Parties agree are necessary and roughly proportional to the burden imposed in order to (i) promote the health, safety, order, prosperity, aesthetics and the general welfare of the present and future residents of the City, (ii) protect the environmental integrity of the City, (iii) ensure that public services and facilities affected by the Development (as hereinafter defined) will be capable of accommodating increased service and facility loads caused by the Development, and (iv) ensure compatibility with adjacent uses of land.
- C. Developer and the City desire to enter into this Agreement to confirm the rights and obligations of the Parties in connection with the improvements and the Development.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

1. <u>Definitions</u>. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "<u>City Council</u>" means the Mayor and City Council of the City of Hogansville, Georgia.
- (b) "Commencement Date" means the date that building permits are first issued for the Project.
- (c) "<u>Development</u>" means all components of Project Hummingbird as shown on the Final Site Plan, including, without limitation, buildings, structures and other improvements, associated parking and loading areas, driveways, sidewalks, curb cuts, signs and detention areas.
- (d) "Final Site Plan" means the site plan and all associated plans that have been reviewed and approved by the City and/or the City Council for the Development, attached hereto as Exhibit B.
- (e) "Applicable Law" shall mean all applicable City, County, State and Federal laws, codes, ordinances and regulations.
- (f) "Permit Conditions" means conditions contained in building permits issued by the City.
- (g) "<u>Planning Commission</u>" means the Planning and Zoning Commission of the City of Hogansville, Georgia.
- (h) "Plat" means the final subdivision plat for the Development approved by the City and or the Planning Commission and recorded in the official records of Troup County, Georgia.
- (i) "Zoning Map" shall mean the Official Zoning Map of the City of Hogansville, Georgia, and any amendments or modifications in effect as of the Effective Date, as filed in the office of the Planning Commission.
- (j) "Zoning Ordinance" shall mean Subchapter 102-B of the Hogansville Unified Development Ordinance, Ordinance No. 23-0605, and any variances or modifications thereto, in effect as of the Effective Date.
- 2. Compliance with Applicable Laws. All development, use and improvement of the Property shall be subject to and in accordance with Applicable Law, as well as the terms and conditions of this Agreement, the Final Site Plan and all other permits and approvals required under Applicable Law. All references in this Agreement to the City, the Zoning Ordinance and/or the Zoning Map, shall mean the Zoning Ordinance and/or Zoning Map in effect as of the date of this Agreement. The Development shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement, the Final Site Plan or the Plat, provided that all construction and development is completed in compliance with this Agreement, the Final Site Plan and the Plat.

- 3. <u>Compliance with Conditions of Approval.</u> All development, use and improvement of the Property shall be in conformance with any and all conditions of approval of the City Council pertaining to the Development as reflected in the official resolutions and/or minutes of such approvals and as set forth on the Final Site Plan and/or Plat (collectively, the "Conditions of Approval").
- 4. <u>Permitted Development.</u> The Property shall be used, developed and improved only in accordance with the following:
- (a) The Final Site Plan and all applicable City ordinances and design standards, except for those deviations which have been approved as part of the Final Site Plan;
  - (b) The Zoning Map and the Zoning Ordinance;
  - (c) The Conditions of Approval; and
- (d) Any revisions or adjustments otherwise required for the approval and permitting of the construction plans.
- 5. <u>Effect of Site Plan Development Approval</u>. Approval of the Pinal Site Plan constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Final Site Plan, the Conditions of Approval and this Agreement.
- 6. Permit and Impact Fees. Developer shall pay all building and review fees in connection with the Development prior to issuance of the building permit. All other fees, including tap and impact fees, shall be paid by Developer prior to issuance of the land disturbance permit. All fees shall be calculated based upon the fee structure set forth in the codes and ordinances as of the date of application. The City's estimate of fees in connection with the Development of the Property is attached hereto as **Exhibit C**.
- 7. Parkway Construction. Developer shall construct a parkway connecting Georgia Highway 100 / 54 and Mcriwether Park Drive as depicted on Exhibit D attached hereto (the "Parkway"), along with the realignment of County Line Road to intersect with the Parkway. Construction of the Parkway shall include, without limitation, turn lanes, traffic control measures, streetlights, curbs, gutters and landscaping pursuant to the Final Site Plan, subject to the following conditions:
- (a) <u>Lighting.</u> Developer shall install, or cause to be installed, streetlights along the Parkway with a maximum spacing of 350°, and shall be responsible for having such streetlights connected to electrical power. Following the initial installation and connection to electrical power, it shall be the City's responsibility to pay for electrical power supplied to any streetlight placed in the dedicated right-of-way of the Parkway.
- (b) <u>Sidewalks</u>. Developer shall install one (1) 5° wide sidewalk on the Parkway from the intersection of the Parkway and Georgia Highway 100 / 54 to the first employee entrance to the Property as shown on the Final Site Plan. In lieu of installing sidewalks along the remaining

areas of the Parkway, Developer shall pay to the City an amount equal to \$300,000.00 (the "Sidewalk Improvement Contribution").

- (c) <u>Signage</u>. Developer shall install prominent directional signage at all exits of the Property indicating the fastest route for I-85 northbound and southbound traffic. The truck court exit will have additional signage in the Parkway right-of-way indicating that truck traffic en route to Interstate 85 North turn left on the Parkway from the Property and truck traffic en route to Interstate 85 South turn right on the Parkway. The proposed signage locations are marked on the Final Site Plan attached hereto as <u>Exhibit B</u>.
- (d) <u>Progress Reports</u>. After commencement of the construction of the Parkway, Developer will provide monthly progress reports by email to Ms. Dhayna Portillo at dhayna.portillo@cityofhogansville.org, or such other individual designated in writing by the City. Such progress reports will be in form and content reasonably acceptable to Developer and the City.
- (e) <u>Completion of the Parkway</u>. Developer shall use commercially reasonable efforts to complete the construction of the Parkway on or before December 31, 2027, subject to Force Majeure Delay (hereinafter defined). Developer acknowledges and agrees that the Parkway must be open for traffic prior to commencement of shipping operations from the Property.
- (f) <u>Dedication of Parkway</u>. Upon completion of the construction of the Parkway and acceptance of the Parkway by the City, (i) Developer shall dedicate the Parkway to the City as a public right-of-way, (ii) the City shall thereafter maintain such improvements, and (iii) Developer shall have no further obligations under this Agreement, except as expressly set forth in Section 14 below.
- 8. <u>Storm Water Drainage</u>. In connection with the development of the Property, Developer shall construct and maintain an on-site storm water drainage system serving the Property (the "<u>Storm Water Drainage l'acilities</u>") in accordance with the Final Site Plan and Applicable Law, The owner of the Property and the City shall execute and deliver a Stormwater l'acility Inspection and Maintenance Agreement with respect to the Storm Water Drainage Facilities in substantially the form attached hereto as <u>Exhibit F</u> (the "<u>Stormwater Maintenance Agreement</u>"), which Stormwater Maintenance Agreement shall be recorded in the land records of Troup County, Georgia. The Storm Water Drainage Facilities shall be maintained in accordance with the Stormwater Maintenance Agreement. Any stormwater drainage or detention facilities associated with publicly dedicated roadways shall be maintained by the City.
- 9. <u>Interchange Project.</u> Developer and the City acknowledge and agree that Developer is proposing to modify the scope of the Georgia Department of Transportation ("GDOT") Project No. 0018022 with respect to improvements to the interchange located at the intersection of I-85 and Georgia Highway 100 / 54 (the "<u>Interchange Project</u>") to accommodate increased traffic volume to and from Project Hummingbird. Developer and the City further acknowledge and agree that Developer and/or the owner of the Property shall be responsible for any incremental increase in the cost of the Interchange Project arising solely as a result of Developer's proposed changes. Developer shall deposit an amount equal to \$500,000.00 (the "<u>Escrow Funds</u>"), which amount represents an estimate of the design costs associated with the Interchange Project, in escrow with

Chicago Title Insurance Company (the "Escrow Agent") at closing of the acquisition of the Property. In the event the actual design costs associated with the Interchange Project exceed the Escrow Funds, Developer promptly deposit such excess amount with the Escrow Agent. The Escrow Funds shall be held by Escrow Agent subject to the terms and conditions of an escrow agreement in form and content acceptable to Developer, the City and the Escrow Agent. Developer and the City acknowledge and agree that Developer shall be responsible for the actual amount of the design costs associated with the Interchange Project whether or not such costs exceed the amount of the Escrow Funds, provided, however, that any changes in the scope that would reasonably be expected to increase such costs shall be subject to the prior consent of Developer. Any Escrow Funds remaining after payment of the actual costs of such design fees shall be returned to Developer.

- 10. Highway 100 / 54 Intersection Project. Developer will be responsible for design, permitting and construction of any improvements required by the GDOT at the intersection of Highway 100 / 54, Bass Cross Road and the Parkway, including signal modifications and additional traffic lanes connecting to 1-85 access ramps, as depicted on **Exhibit E**.
- 11. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the Final Site Plan, the City may serve written notice upon Developer and/or the owner of the portion of the Property with respect to which the obligation or undertaking is required (the "Violating Party") setting forth such deficiencies and a demand that the deficiencies be cured within thirty (30) days after the date of such demand (unless such failure cannot reasonably be cured within thirty [30] days and Developer shall have commenced to cure such failure within such thirty [30] day period and thereafter diligently and continuously pursues such cure to completion). If not cured, the date, time, and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, shall be scheduled for the purpose of allowing the Violating Party an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such heaving, the time for caring and the hearing itself may be extended and/or continued to a date certain at the discretion of the City Council. The foregoing notice and hearing requirements shall not be necessary in the event the City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or such other board, body, or official designated to conduct the hearing, shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or laws of the State of Georgia:
- (a) Enter upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable attorneys' fees actually incurred by the City, shall be paid by the Violating Party within sixty (60) days of a billing to the Violating Party. This provision does not preclude the City from exercising its rights under other sections of this Agreement.

- (b) The City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the Violating Party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.
- 12. Delay in Enforcement; Severability. Any failure or delay by the City to enforce any provision herein contained shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.
- Developer (except in case of emergency), the City and its contractors, representatives, consultants, and agents shall be permitted and are hereby granted authority to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for the purposes of inspecting for compliance with and enforcing the Final Site Plan throughout the period of development and construction of any part of the Development. Developer shall have the right to have a representative accompany the City or its contractors, representatives, consultants and agents while they are in, on or about the Property.
- Developer Indemnity and Insurance. Except for matters caused solely by the City's (or its agents', employees' or representatives') negligence or willful misconduct, Developer shall indemnify, defend and hold the City, its agents, employees and representatives (collectively, "City Indemnitees") harmless from and against any and all third-party losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred by the City in connection with the work to be performed by Developer hereunder, including any resulting from injuries to any person or damage to or loss of property, or any actual or alleged breach of this Agreement by Developer. If any action or proceeding is brought against any City Indemnitee and such claim is a claim from which Developer is obligated to indemnify City Indemnitees under this Section, Developer, upon notice from the City, shall resist and defend such action or proceeding with respect to that claim (by counsel reasonably satisfactory to the City, except such consent is not required if Developer's insurer provides such defense) at Developer's expense. Developer shall procure and maintain, or cause its general contractor to procure and maintain, throughout the term of this Agreement, commercial general liability insurance against claims for bodily injury, death or property damage, occurring in, on or about the Property, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 in the general aggregate. The liability policy shall name the City as additional insured. The indemnity set forth in this Section shall survive the expiration or termination of this Agreement; provided, however, the City must give Developer notice of any claim under this Section within twelve (12) months following the completion of the Parkway or this provision will be of no further force and effect.
- 15. Force Majeure. As used herein, "Force Majeure Delay" means any actual delay in the performance of obligations hereunder when caused by the following or events which are

substantially similar to the following (each, a "Force Majeure Event"): acts of terrorists, war (whether declared or not) or national conflicts; strikes, lockouts, labor disputes, boycotts or work stoppages not caused by, or limited to work performed for, the Claiming Party (hereinafter defined); adverse weather conditions such as rain, snow, ice or wind, or other extreme weather conditions (including tornadocs, harricanes and other weather events to the extent the work is actually delayed); governmental restrictions, regulations, or controls; delays by utility companies in bringing utility service to the Property (as applicable) due to no fault of the Claiming Party; delays in obtaining or inability to obtain labor, materials or reasonable substitutes, beyond time periods typical for the area (despite exercising commercially reasonable efforts to obtain); or widespread medical or health emergencies, such as an epidemic/pandemic like COVID-19; in each case to the extent that such event (i) could not reasonably have been anticipated by such party; (ii) is beyond the reasonable control of such party; (iii) could not be prevented or overcome, wholly or in part, by the exercise of commercially reasonable diligence by such party; and (iv) but for the occurrence of the applicable Force Majeure Event, the Claiming Party (hereinafter defined) would have been ready and able to timely perform the delayed obligation. If a Force Majeure Event occurs, the party claiming Force Majeure Delay (the "Claiming Party") shall give written notice (which notice may be delivered by email) to the other party within ten (10) Business Days after first learning of the occurrence of the Force Majeure Event. If the Claiming Party fails to give such timely notice, the Claiming Party shall have waived any extension for such Force Majoure Event. The Claiming Party must exercise commercially reasonable efforts to avoid or mitigate the impact of the Force Majeure Event giving rise to the Force Majeure Delay. Notwithstanding anything to the contrary contained herein, any failure of either party to comply with any monetary obligations hereunder is not a Force Majeure Event.

- Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Final Site Plan which apply, the City, in the reasonable exercise of its discretion, shall determine whether the regulations of the Zoning Ordinance or other City ordinances shall be applicable provided such determination is not inconsistent with the nature and intent of the Final Site Plan. Whenever possible under the laws of the State of Georgia and ordinances of the City, the approval of the site plan shall be determined to be a reasonable and minor waiver or modification to the applicable City regulation or ordinance, so that the particular aspect of the Development that is in question shall be deemed acceptable. In the event of a conflict or inconsistency between two or more provisions of the Final Site Plan, or between the Final Site Plan and applicable City ordinances, the more restrictive provision, as determined by the City in the reasonable exercise of its discretion, shall apply, provided that applying the more restrictive provision does not result in loss of Development density, impair the operations of the Development, or otherwise negate the general intent of the Developer and the acceptance of the Planning Commission demonstrated by their approval of the Final Site Plan.
- 17. <u>Warranty of Ownership</u>. Developer hereby warrants that it has been engaged by the current owner of the Property to develop the Property and does not need any further consents of any other third parties to develop the Property.

- 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia and shall be subject to enforcement in the State Court of Troup County, Georgia.
- 19. Severability. If any provision of this Agreement is found by a court of law to be in violation of any Applicable Law, and if a court of competent jurisdiction should declare such provision to be illegal, void or menforceable, then it is the intent of the parties that the remainder of this Agreement shall be construed as if such illegal, void or menforceable provision was not contained herein and that the rights and obligations of the Parties hereunder shall continue in full force and effect.
- 20. <u>Authority</u>. The City hereby warrants that it has the authority to enter into this Agreement and Developer warrants that the execution of this Agreement has been duly and validly authorized and that the obligations imposed upon it shall be valid and binding obligations.
- Assignment. Developer may not assign its rights under this Agreement without the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement without consent of, but upon notice to, the City, provided that: (a) any assignee of Developer is (i) an affiliate, subsidiary or other related entity to Developer or the owner of the Property, or (ii) an entity that has engaged Developer to construct the Development; and (b) such assignee has agreed to be fully bound to each and every term hereof.
- 22. <u>Amendments and Modifications.</u> The provisions of this instrument may be amended or modified, but only with the prior written consent of the City and the Developer. Any amendment or modification to this agreement shall be recorded in the Troup County Records. Any portion of this instrument not otherwise amended or modified, shall remain in full effect.
- 23. <u>Business Day</u>. For purposes of this Agreement, the term "<u>Business Day</u>" shall mean any day other than Saturday, Sunday, or any day upon which banks in the state where the Property is located are required or permitted to be closed.
  - 24. <u>Time of the Essence</u>. Time is of the essence in this Agreement in all respects.
- 25. <u>Counterparts</u>. This Agreement may be executed in counterparts, which taken together shall constitute one original document.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Agreement as of the date first above written.

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## EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

#### PROPERTY 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 91, 92, 100, & 101 OF THE 11TH DISTRICT, TROUP COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE POINT OF BEGINNING, COMMENCE AT A 3/4" BOLT FORMED BY THE COMMON CORNER OF LAND LOTS 92, 93, 100, AND 101; THENCE S 00°03'23" E A DISTANCE OF 51.81' TO A POINT; WHICH IS THE POINT OF BEGINNING, THENCE S 89°22'09" E A DISTANCE OF 739.99' TO A POINT; THENCE S 00°42'23" W A DISTANCE OF 2921.10' TO A 1" OTP; THENCE N 89°18'11" W A DISTANCE OF 741.68' TO A 1" CTP AT THE COMMON CORNER OF LAND LOTS 100, 101, 124, AND 125; THENCE N 88°10'38" W A DISTANCE OF 937.29' TO A 1/2" RB; THENCE N 88°10'38" W A DISTANCE OF 513.35' TO A POINT; THENCE N 20°19'39" E A DISTANCE OF 1528.97' TO A POINT; THENCE N 22°37'52" E A DISTANCE OF 1056.79' TO A POINT; THENCE N 87°39'28" E A DISTANCE OF 468.48' TO A POINT; THENCE N 87°39'28" E A DISTANCE OF 409.42' TO A POINT; WHICH IS THE POINT OF BEGINNING.

HAVING AN AREA OF 112,056 ACRES.

#### PROPERTY 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 124 OF THE 11TH DISTRICT, TROUP COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" CTP AT THE COMMON CORNER OF LAND LOTS 100, 101, 124, AND 125; THENCE S 89°18'11" E A DISTANCE OF 741.68' TO A 1" OTP; THENCE S 89°26'24" E A DISTANCE OF 449.20' TO A POINT; THENCE S 09°30'40" W A DISTANCE OF 508.34' TO A POINT; THENCE N 89°13'41" W A DISTANCE OF 1,112.0' TO A 1" OTP; THENCE N 00°35'02" E A DISTANCE OF 499.81' TO A 1" CTP; WHICH IS THE POINT OF BEGINNING.

HAVING AN AREA OF 13,236 ACRES.

#### PROPERTY 3:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 101 OF THE 11TH DISTRICT, TROUP COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE POINT OF BEGINNING, COMMENCE AT A 1" CTP AT THE COMMON CORNER OF LAND LOTS 100, 101, 124, AND 125;

THENCE S 89°18'11" E A DISTANCE OF 741.68' TO A POINT;

WHICH IS THE POINT OF BEGINNING.

THENCE S 89°13'18" E A DISTANCE OF 1672.98" TO A POINT ON THE EASTERLY RIGHT OF WAY OF GA INTERSTATE 85;

THENCE ALONG SAID RIGHT OF WAY \$ 31°36"11" W A DISTANCE OF 256.22" TO A R/W MONUMENT;

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 2011.60', WITH A RADIUS OF 5929.32', WITH A CHORD BEARING OF

\$ 21°53'23" W. WITH A CHORD LENGTH OF 2001,97', TO A POINT:

THENCE S 12°10'32" W A DISTANCE OF 521.50' TO A POINT;

THENCE S 12°10'52" W A DISTANCE OF 100.00' TO A POINT;

THENCE S 11°51'41" W A DISTANCE OF 225.96' TO A 1/2" RB;

THENCE LEAVING SAID RIGHT OF WAY N 89°26'24" W A DISTANCE OF 650.69' TO A I" OTP:

THENCE N 00°42'23" E A DISTANCE OF 2921.10' TO A POINT; WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 70.105 ACRES.

#### PROPERTY 4:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 124 AND 125 OF THE 11TH DISTRICT, TROUP COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" CTP AT THE COMMON CORNER OF LAND LOTS 100, 101, 124, AND 125:

THENCE S 00°35'02" W A DISTANCE OF 499.81' TO A 1" OTP;

THENCE S 89°13'41" E A DISTANCE OF 1112,00' TO A POINT;

THENCE S 09°30'40" W A DISTANCE OF 24.23' TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 912.87', WITH A RADIUS OF 850.00', WITH A CHORD BEARING OF S 40°16'40" W, WITH A CHORD LENGTH OF 869.62 TO A POINT',

THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 546.78', WITH A RADIUS OF 750.00', WITH A CHORD BEARING OF S 50°09'32" W, WITH A CHORD LENGTH OF 534.75' TO A POINT.

THENCE N 89°18'33" W A DISTANCE OF 39,50' TO A 1/2" RB;

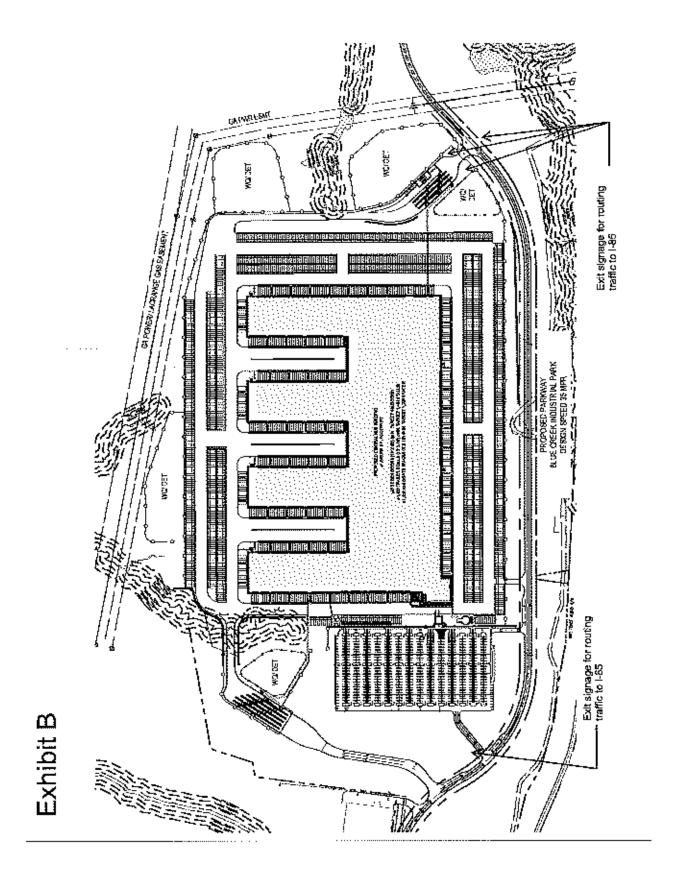
THENCE N 72°54'05" W A DISTANCE OF 60.34' TO A POINT;

THENCE N 16°58'07" E A DISTANCE OF 359.89' TO A 1/2" RB; THENCE N 72°58'20" W A DISTANCE OF 869.44' TO A 5/8" RB; THENCE N 01°04'34" E A DISTANCE OF 87.74' TO A 1"x2" ROD; THENCE N 62°28'11" W A DISTANCE OF 269.05' TO A 1/2" RB; THENCE N 00°29'38" W A DISTANCE OF 745.43' TO A 1/2" RB; THENCE S 88°10'38" E A DISTANCE OF 937.29' TO A 1" CTP; WILICITIS THE POINT OF BEGINNING,

HAVING AN AREA OF 37,417 ACRES.

### EXHIBIT B FINAL SITE PLAN

### [ATTACHED]



## EXHIBIT C CITY ESTIMATE OF DEVELOPMENT FEES

Mayor Jake Ayers Michael Taylor, Jr., Post 1 Jason Baswell, Post 2 Mandy Neese, Post 3 Mark Ayers, Post 4 Kandis Strickland, Post 5



Lisa Kelly, City Manager Oasis Nichols, Assistant City Manager Alex Dixon, City Attorney

111 High St Hogansville GA 30230-1198 706-637-8629 | cityofhogansville.org

March 11, 2025

RE:

Project Hummingbird

Parcel Numbers 0023 001002, 0023 001016A, 0023 001001, 0022 000016

Project Hummingbird,

The City of Hogansville is a full-service utility municipality providing water, sewer, natural gas, and electric utilities.

Based on previous discussions and information submitted for review, the fees associated with the development are as follows and quotes attached:

Due prior to issuance of Land Disturbance Permit

Water & Sewer Tap Fees \$ 2,035,800
 Please note... This fee is the tap fee only and does not include the cost of water meters or construction of mains

Natural Gas Tap Fee \$ 0
 Development & Review Fees \$ 271,079
 Land Disturbance Fee \$ 7,908

Due prior to issuance of Building Permit

Building and Review Fees \$1,050,504
 Review fees paid 1/15/2025 - 350,013
 Balance \$700,491

No fees listed here are reflective of the electric utility, which is being handled separately through the customer choice process.

Also, not included is any costs associated with performance and maintenance bonds.

The City is excited about this opportunity for our growing community.

Please feel free to reach out with any questions.

Best Regards,

Lisa Kelly City Manager

City of Hogansville

City of Hogansville Review and Inspection Fee Calculator

PROJECT NAME: Project Hummingbird Project NUMBER: DATE:

tion - Includes  sions	125 hrs \$ 1,875.00
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sa, incustrial, \$ 2,400 151.5 \$ 1	
0 157.7 \$	100 acre   \$ 21,550.00
	40 disturbed acre   S -
LDP - Hogansville 0 197.7 \$ 40 disturbed acre	40 disturbed acre   \$ 7,908.00
Special Review Fee - Lift Station	- \$
Development Fees 1,200   Per Unit	,200   Per Unit   \$ 208,800.00
Due prior to issuance of LDP	or to issuance of LDP S 278,987.00

Transaction Receipt City of Hogansville - Building & Safety Division
400 E. Main Street
Hogansville, GA 30230
(706) 637-8629

Address:	0 East Main		Permit#:	2024-185	
Work Authorized:	Building, Electrical, Mechanical, Plum	bing, Other	Application Date:	11/18/2024	
Improvements:	New	12.50 P.V. 1.100	Date Issued:		
Type of Project:	NEW COMMERCIAL		Permit Status:	Hold	
Owner:	MATT BRUNE	Contractor:	MATT BRUNE		

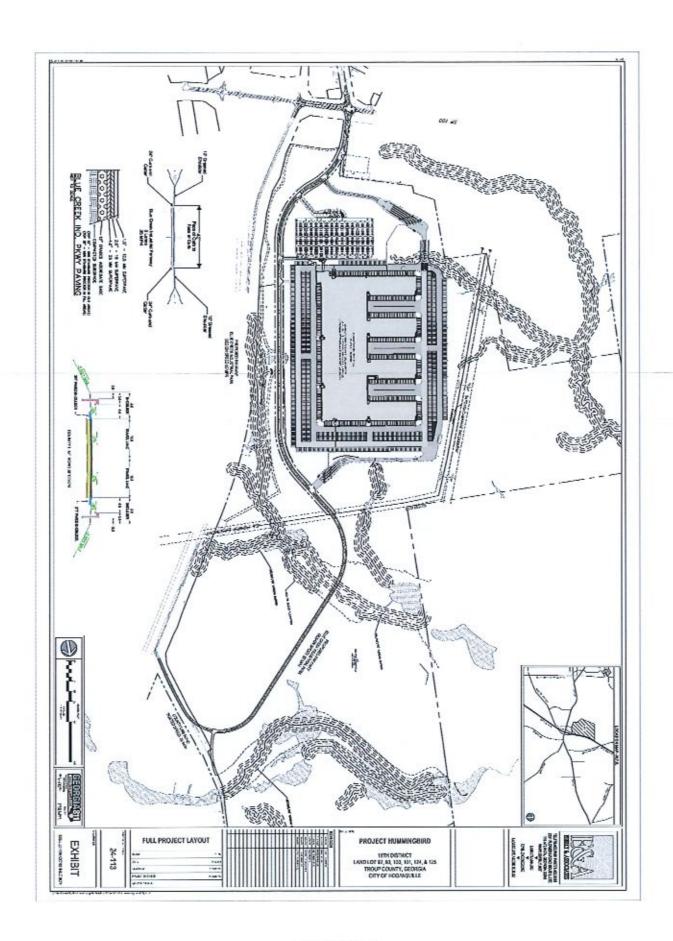
3333 RIVERWOOD PARKWAY SUITE 200 3333 RIVERWOOD PARKWAY SUITE 200 ATLANTA, GA 30339 ATLANTA, GA 30339

description		qly	amount
001 Building			
Project Valu	ation		\$0.00
Commercial	Building Permit		\$700,026.00
CO/CC New	Commercial Building	1 each	\$100.00
		Building Total:	\$700,126.00
004 Plan Ch	eck		
Commercial	Plan Review		\$350,013.00
		Plan Check Total:	\$350,013.00
005 Adminis	trative Fee		
Administration	ve Fee	1	\$25.00
		Administrative Fee Total:	\$25.00
006 MEP			
Plumbing Pe	ermit	1 valuation	\$80.00
Electrical Pe	ermit	1 valuation	\$80.00
Mechanical	Permit	1 valuation	\$80.00
T-Pole or Po	ower Reconnect	1 qly	\$100.00
		MEP Total:	\$310.00
		Total Fees:	\$1,050,504.00
		Amount Due:	\$1,050,504.00
Recent Trai	nsactions	2000	
date	valuation receipt #	amount payee name method	of payment

Date:	Ву:	Receipt #: 01562	Page: 1 of 1

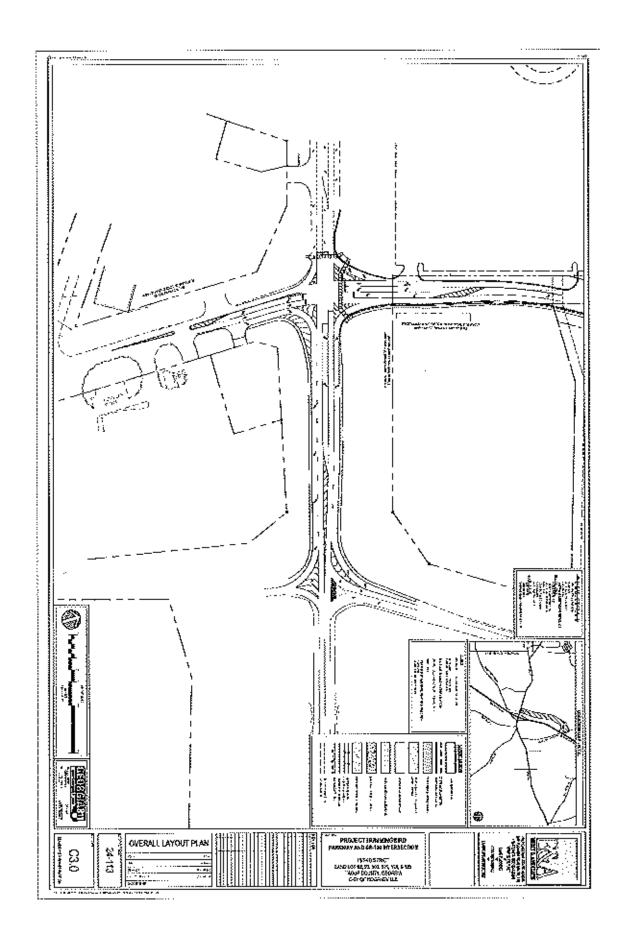
# EXHIBIT D DEPICTION OF PARKWAY

[ATTACHED]



## $\frac{\text{EXHIBIT E}}{\text{DEPICTION OF INTERCHANGE PROJECT}}$

### [ATTACHED]



#### EXHIBIT F FORM OF STORMWATER MAINTENANCE AGREEMENT

RETURN TO: Director of Planning & Zoning City of Hogansville, Georgia 111 High Street Hogansville, Georgia 30230

RE: Deed Book \_\_\_\_\_, Page \_\_\_\_\_ Troup County Records

## STORMWATER FACILITY INSPECTION AND MAINTENANCE AGREEMENT

STATE OF GEORGIA,

COUNTY OF TROUP.

#### WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property more particularly described as set forth in **Exhibit A** attached hereto, which by reference is made a part hereof (hereafter called the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as [Name of Plan/Development] hereinafter called the "Plan", which is expressly made a part hereof, as approved by the City, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any property owners' association (hereinafter, collectively, the "Landowner"), agree that the health, safety, and welfare of the residents of the City of Hogansville, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any property owners' association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

- 1. The on-site stormwater management facilities shall be constructed and funded by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan dated \_\_\_\_\_\_\_\_, titled \_\_\_\_\_\_\_\_ on file in the office of the Planning and Zoning Commission of the City of Hogansville, Georgia, and incorporated herein by express reference.
- 2. The Landowner, its successors and assigns, including any property owners' association, shall at all times adequately maintain and fund the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
- 3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report to the City on an annual basis. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Any deficiencies shall be noted in the inspection report.
- 4. The Landowner, its successors and assigns, hereby grant permission to the City and its authorized agents to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary upon no less than forty-eight (48) hours' prior notice to Landowner (except in case of emergency), subject to Landowner's standard safety and security protocols. Landowner shall have the right to have a representative accompany the City and its authorized agents while they are in, on or about the Property. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner copies of the inspection findings and a directive to commence with the repairs if

necessary. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice (unless such corrective action cannot reasonably be completed within thirty [30] days and Landowner shall have commenced such corrective action within such thirty [30] day period and thereafter diligently and continuously pursues completion thereof) (the "Landowner Cure Period").

- 5. In the event the inspections conducted by the City pursuant to paragraph 4 above demonstrate that Landowner has failed to maintain the stormwater management facilities in good working condition, and Landowner fails to complete any corrective action within the Landowner Cure Period, the City may, but in no event shall be required to, enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to creet any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The Landowner grants to the City and its authorized agents, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes, subject to Landowners standard safety and security protocols, to the extent reasonably necessary for the City and its authorized agents to correct any deficiencies identified in the inspection report as set forth in this paragraph 5.
- 6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
- 7. In the event that the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse City upon demand (together with reasonable supporting documentation of such costs), within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
- This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater

management facilities fail to operate properly, either by negligent design, negligent maintenance or any other cause.

- 9. This Agreement shall be recorded among the land records of Troup County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners' association.
- This Agreement may be executed in counterparts, which taken together shall constitute one original document.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

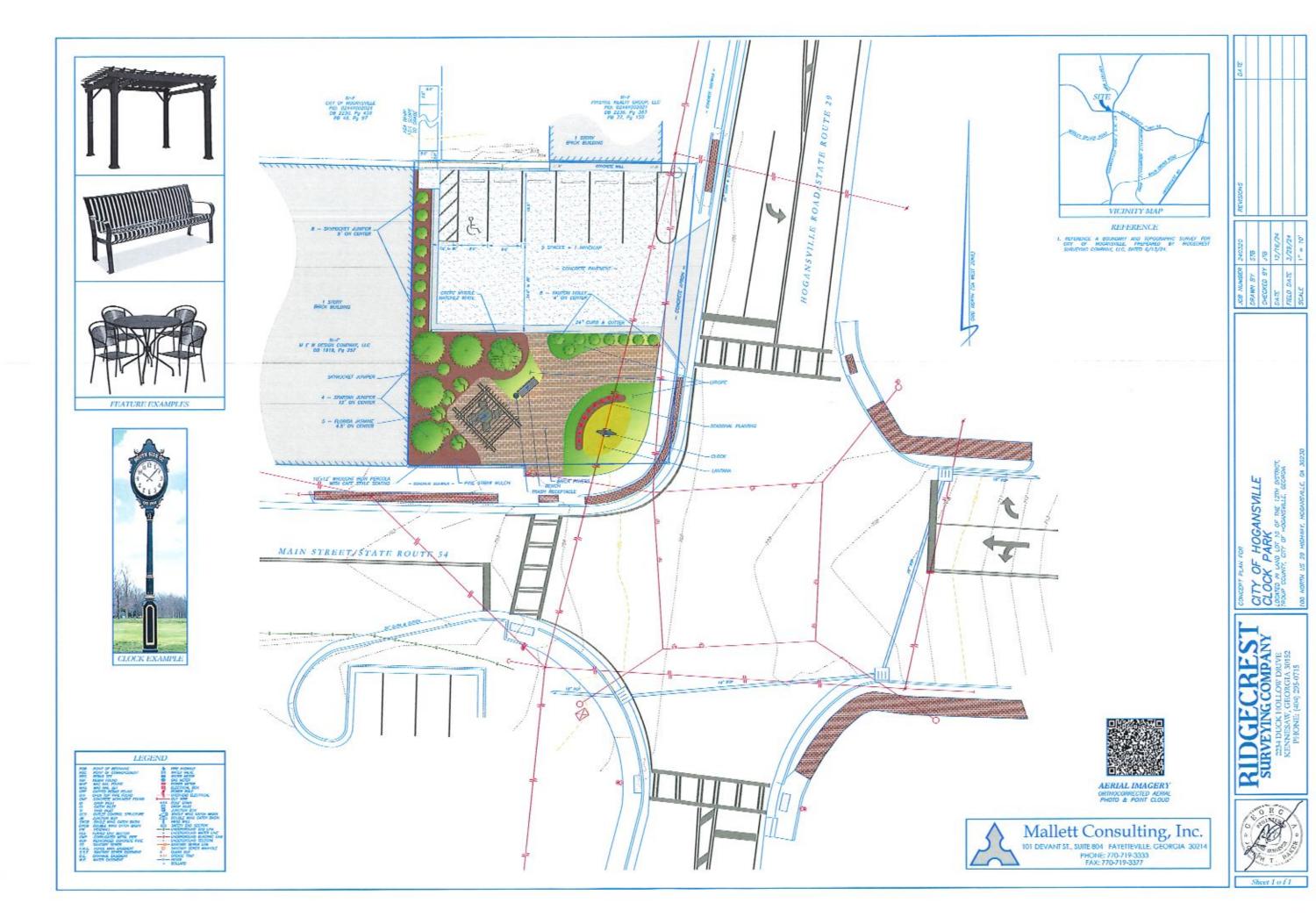
IN WITNESS WHEREOF, Developer and the City have executed this Agreement under seal as of the date first above written.

Signed, sealed and delivered this day of, 2025,	LANDOWNER:
in the presence of:	AMAZON.COM SERVICES LLC, a Delaware limited liability company
Unofficial Witness	By:(SEAL) Name: Its: Authorized Signatory
Notary Public	
[NOTARY SEAL]	

Signed, scaled and delivered this day of , 2025,	CITY:
day of, 2025, in the presence of:	CITY OF HOGANSVILLE, a Georgia municipal corporation
Unofficial Witness	By: Name: Its: Authorized Signatory
Notary Public	(SEAL)
[NOTARY SEAL]	

## EXHIBIT A to STORMWATER FACILITY AND MAINTENANCE AGREEMENT LEGAL DESCRIPTION OF PROPERTY

[TO BE ATTACHED]



### Construction Cost Estimate

Clock Park for

	ESTIMATE DATE: MARCH 31, 2025					
ITEM#	ITEM DESCRIPTION	EST. QUANTITY	UNIT		UNIT PRICE	CALCULATED TOTAL PRICE
1	MOBILIZATION	1	LS		LS	\$ 5,000.00
2	TRAFFIC CONTROL AND SIGNAGE	1	LS		LS	\$ 1,000.00
3	DEMOLITION INCLUDING HAUL OFF AND DISPOSAL	1	LS		LS	\$ 2,500.00
4	GRADING, COMPLETE	1	LS		LS	\$ 10,000.00
	CONCRETE			_		
5	GRADED AGGREGETE BASE (G.A.B.)	150	TN	\$	80.00	\$ 12,000.00
6	6" CONCRETE SLAB ON GRADE	55	CY	\$	600.00	\$ 33,000.00
7	24" CURB & GUTTER	140	LF	\$	30.00	\$ 4,200.00
8	6" HEADER CURB	50	LF	\$	25.00	\$ 1,250.00
9	CONCRETE PARKING STOPS	5	EA	\$	200.00	\$ 1,000.00
	PAVER STONES					
10	GRADED AGGREGETE BASE (G.A.B.)	65	TN	\$	80.00	\$ 5,200.00
11	PAVER STONES	1700	SF	\$	20.00	\$ 34,000.00
	WROUGHT IRON STRUCTURES					
12	PERGOLA	1	LS	T	LS	\$ 7,000.00
13	CAFÉ TABLE AND CHAIRS	1	SET	Т	LS	\$ 2,000.00
14	PARK BENCH	1	LS		LS	\$ 500.00
	LANDSCAPING					
15	CRAPE MYRTLE	1 1	EA	\$	500.00	\$ 500.00
16	SPARTAN JUNIPER	4	EA	\$	150.00	\$ 600.00
17	SKYROCKET JUNIPER	9	EA	\$	300.00	\$ 2,700.00
18	FLORIDA JASMINE	5	EA	\$	150.00	\$ 750.00
19	YAUPON HOLLY	8	EA	S	100.00	\$ 800.00
20	LIRIOPE	1	LS		LS	\$ 200.00
21	ANNUALS	1	LS		LS	\$ 500.00
22	LANTANA	1	LS		LS	\$ 500.00
23	PINESTRAW MULCH	1	LS		LS	\$ 200.00
	MISCELLANEOUS					
24	STRIPING	1	LS		LS	\$ 500.00
25	INSTALL CLOCK, INCL POWER CONNECTIONS	1	LS		LS	\$ 2,000.00
26	EROSION CONTROL	1	LS		LS	\$ 5,000.00
27	SUBTOTAL	3 2 -				\$ 132,900.00
28	5% CONTIGENCY					\$ 6,645.00
1	TOTAL CONSTRUCTION COST ESTIMATE:			\$		139,545.00