

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, SEPTEMBER 8, 2020

PRESENT: CHAIRMAN PETE STEPHENS, VICE-CHAIRMAN DENNIS BRINSON, COMMISSIONERS, RUSTY DAVIS, GREG MURRAY, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens, called the regular meeting to order at 9:00 a.m. After the call to order, County Attorney Bruce Kirbo gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Murray made a motion to approve the agenda, as presented. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Davis made a motion to approve the minutes of the Commissioners' Meeting held August 25, 2020, as presented. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

PUBLIC HEARING (2021 CDBG)

Commissioner Brock made a motion to enter into and open the Public Hearing. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated CDBG stood for Community Development Block Grant and the purpose of the Public Hearing is to allow the public the opportunity to provide the Board with ideas concerning potential projects. Chairman Stephens announced the Board would hear from interested citizens concerning potential projects.

There being no input or concerns from any citizens, Commissioner Brock made the motion to close the Public Hearing and enter back into the Regular Session. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Resolution Approving Application for 2021 CDBG. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas recommended to the Board to approve the Resolution. Commissioner Davis made the motion to Approve the Resolution

Approving the Application for 2021 CDBG. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Resolution Approving 2020 Tax Levy. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas recommended to the Board to Approve the Resolution for the 2020 Tax Levy. County Administrator Thomas stated the Resolution includes the Board of Education's millage rate, which is required by law. Commissioner Brock made the motion to Approve the Resolution for the 2020 Tax Levy, a copy of which is attached. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Consider Request from Collaborative Impact Decatur County (CIDC) Mask Up Program. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated this was a follow-up request from the previous meeting where the Collaborative Impact Decatur County (CIDC) has partnered with Memorial Hospital to implement a county-wide promotion of proven mitigation strategies to control the spread of COVID-19. County Administrator Thomas stated to facilitate the Mask Up initiative the partnership is asking for the Board's financial support of \$1,700, and recommends to the Board to Approve the Request. Commissioner Davis made a motion to Approve the Request from Collaborative Impact Decatur County (CIDC) Mask Up Program, a copy of which is attached. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Consider Resolution Regarding Development of Utility Scale Solar Energy Facilities. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that in the past the Board approved a resolution of 60% abatement for a specific solar farm that generated 200 megawatts and now the Board has determined that anything 200 megawatts and above would be agreeable to have a 60% abatement for 16 years. County Administrator Thomas also stated this would be a blanket resolution so each time the Board is approached by a solar company with 200 megawatts or more the Board would not have to revisit it, with that being said County Administrator Thomas recommended to the Board to Approve the Resolution. Vice-Chairman Brinson made the motion to Approve the Resolution Regarding Development of Utility Scale Solar Energy Facilities, a copy of which is attached. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Land Lease Agreement for Tower. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated this agreement is with Verizon Wireless for a 10,000 square foot area, the tower would be located east of our elevated water tower at the Industrial Park. County Administrator Thomas stated the lease agreement has been in negotiation for several months and he believes it's an acceptable agreement. County Administrator Thomas also stated that County Attorney Kirbo has reviewed the lease agreement and is in agreement with it as well, and recommends to the Board to Approve the Land Lease Agreement for the Tower. Commissioner Murray made the motion to Approve the Land Lease Agreement for the Tower, a copy of which is attached. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

Update – Decatur County Fire/Rescue – Charlie McCann. Chairman Stephens recognized Fire Chief Charlie McCann. Chief McCann updated the Board on the Fire Department's operations. Chief McCann stated the Fire Department has added an internal training division with Jamie Earp being the certified Lead Instructor. Chief McCann also stated that Brad Brooks and Greg Brown were also Training Officers and they have been working to acquire several grants for the Fire Department. The Fire Department has been awarded the Fireworks Grant, Golden Triangle Grant, ACCG Safety Grant Award, and two Assistance for Firefighter's Grants (AFG). Chief McCann went on to say the total award of the grants is \$442,161 for the purchase of equipment, rescue tools and a fire truck with Decatur County having a 10 percent match of the AFG grants. Chief McCann also recognized Van Eakin as the Public Information Officer for the Fire Department and EMA.

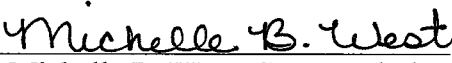
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting and thanked the Fire Department for everything they do for the community.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Brock, was duly adjourned. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Approved: 
Pete Stephens, Chairman

Attest: 
Michelle B. West, County Clerk

RESOLUTION

WHEREAS, Decatur County is eligible to apply for Community Development Block Grant Funds from the Georgia Department of Community Affairs; and

WHEREAS, Decatur County has held the required Public Hearing to obtain citizens input in to the development of an application; and


WHEREAS, Decatur County has assessed eligible program activities; and

WHEREAS, Decatur County has determined that there are community needs that can be addressed by the Community Development Block Grant Program Funds.

NOW, THEREFORE BE IT RESOLVED that Decatur County hereby authorizes the preparation and submittal of a Community Development Block Grant Application for CDBG funding cycle 2021; and

BE IT FURTHER RESOLVED that Chairman Pete Stephens is authorized and consents to act as the Authorized Certifying Official for this program


Adopted this the 8th day of September, 2020



Pete Stephens, Chairman

9-8-2020
Date

ATTEST:



Michelle West, County Clerk

9-8-2020
Date

(SEAL)



COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2020

Please provide a copy of this form to your county's Clerk of Superior Court.

<http://www.dor.ga.gov>



COUNTY: Decatur

Submit original signed copy with digest submission

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10
District Number Must be Shown	District Name (Inc, Uninc, School, Special Districts, Etc)	Mark X if District Falls In Unincorporated Area	Mark X if District Falls In Incorporated Area	Enter Gross Millage Rate Before Rollbacks	Sales Tax Rollback O.C.G.A § 48-9-91	Insurance Premium Rollback O.C.G.A § 33-8-8.3	Net M&O Millage Rate Column 4 less Columns 5, 6 & 7	Enter Bond Millage Rate	Total Millage Rate Column 8 plus Column 9
1,2,3,5	Incorporated		X	12.973	2.890		10.083	0.000	10.083
4	Unincorporated	X		12.973	2.890		10.083	0.000	10.083
1,2,3,4,5	School	X	X	14.900			14.900	0.000	14.900
	List Special Service Districts:								
1,3,4,5	Fire Services District	X	X	1.000			1.000	0.000	1.000
1,2,3,4,5	Recreation Authority	X	X	1.250			1.250	0.000	1.250
1,2,3,4,5	Hospital Indigent Care Cost	X	X	1.416			1.416	0.000	1.416
1,2,3,4,5	Library	X	X	0.475			0.475	0.000	0.475
1,2,3,4,5	Development Authority	X	X	0.250			0.250	0.000	0.250
1,2,3,4,5	Economic Development Bonds	X	X	1.000			1.000	0.000	1.000
4	Uninc. Services Per SDS	X		0.860			0.860	0.000	0.860
	CID/BID:								
							0.000		0.000
							0.000		0.000
							0.000		0.000
							0.000		0.000

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2020

Date 9/19/2020

[Signature]
Chairman, Board of County Commissioners

RESOLUTION PROVIDING FOR DECATUR COUNTY TAX LEVY FOR 2020

BE IT RESOLVED by the Commissioners of Decatur County, Georgia, at a regularly scheduled meeting on September 8, 2020 that the following rate of taxes be and the same is hereby fixed and levied on all taxable property within Decatur County, Georgia, for the year 2020, to-wit:

- 10.083 mills (on all taxable property located in the incorporated areas) for County general purposes (M&O).
- 10.083 mills (on all taxable property located in the unincorporated areas) for County general purposes (M&O).
- 1.000 mills (on all taxable property except for that located within the City of Bainbridge) for the Fire Services Special District.
- 0.250 mills (on all taxable property county wide) for the Bainbridge and Decatur County Development Authority.
- 1.250 mills (on all taxable property county wide) for the Bainbridge-Decatur County Recreation Authority.
- 1.416 mills (on all property county wide) for the Bainbridge-Decatur County Hospital Authority.
- 0.860 mills (on all property in unincorporated areas) for items specifically identified by the Service Delivery Agreement as for the unincorporated areas.
- 1.000 mills (on all property county-wide) for Economic Development Bonds.

BE IT FURTHER RESOLVED that the millage rates per tax district are as follows:

Description	Unincorporated	City Attapulgus	City Bainbridge	Town Brinson	City Climax
Gross M&O Mill Rate	12.97	12.97	12.97	12.97	12.97
Less: Sales Tax Rollback	(2.89)	(2.89)	(2.89)	(2.89)	(2.89)
Net M&O Millage	10.08	10.08	10.08	10.08	10.08
Fire Services District	1.00	1.00	-	1.00	1.00
Hospital Authority	1.42	1.42	1.42	1.42	1.42
Recreation Authority	1.25	1.25	1.25	1.25	1.25
Uninc. Services per SDS	0.86	-	-	-	-
Economic Development					
Bonds	1.00	1.00	1.00	1.00	1.00
Development Authority of					
Bainbridge & Decatur					
County	0.25	0.25	0.25	0.25	0.25
Total Special Districts	5.78	4.92	3.92	4.92	4.92
Total of M&O & Special					
Distircts Millage	15.86	15.00	14.00	15.00	15.00

BE IT RESOLVED that the Insurance Premium Tax shall be used for fire protection in the unincorporated area.

BE IT FURTHER RESOLVED that the Tax Commissioner of Decatur County, Georgia, be and he is hereby ordered to make out and collect taxes for the year 2020, and to pay over to the County General Fund, at the rate herein levied for general county purposes, and the rate levied herein for Fire Services, and to pay over to the County Bond Debt Service Fund at the rate levied herein for Economic Development Bonds, and to pay over to the Bainbridge and Decatur County Development Authority that portion of the tax herein levied for that Authority, and to pay over to the Bainbridge-Decatur County Recreation Authority that portion of the tax herein levied for that Authority, and to pay over to the Hospital Authority of Bainbridge, Decatur County, GA that portion of the tax herein levied for that Authority.


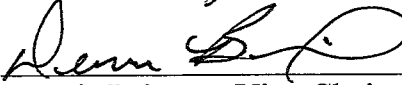
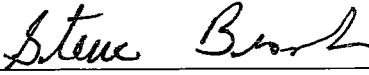
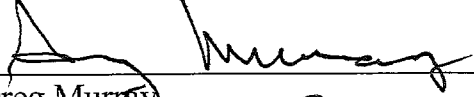

BE IT FURTHER RESOLVED by this Board that the tax rate of County-wide School Taxes in Decatur County, Georgia, outside of any independent school systems therein, of 15.375 (14.900 School and 0.475 Library) mills, or \$15.819 on the \$1,000.00 valuation, as recommended and certified to this Board by the Decatur County Board of Education be and the same is hereby fixed and levied on all property subject to taxation in the county, for the year 2020.

BE IT FURTHER RESOLVED that the Tax Commissioner of Decatur County, Georgia is hereby ordered to collect said taxes for said year and to pay over to the said Decatur County Board of Education that portion of the tax herein levied for the support and maintenance of education for the county-wide schools.

BE IT FURTHER RESOLVED that the Clerk of the Board advertise this levy as required by law, and that the same be recorded on the minutes of this Board, a copy of the same to be furnished to the Tax Commissioner of Decatur County, Georgia, a copy to the Revenue Department of the State of Georgia, and a copy to the County Superintendent of Schools.

ON MOTION of Commissioner Brock and seconded by Commissioner Murray, this resolution was adopted by a vote, as designated below, this 8th day of September 2020.

BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA

	YEA	NAY
 _____ Pete Stephens, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ Dennis Brinson, Vice Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ Steve Brock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ Greg Murray	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 _____ George Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Thomas R. (Rusty) Davis

Thomas R. (Rusty) Davis

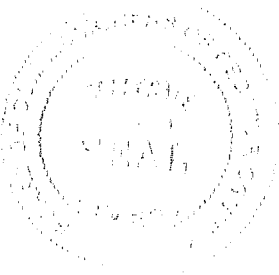
✓

Michelle B West

Attest:

B. W. Kirbo, Jr.

Bruce W. Kirbo, Jr. - County Attorney



NOTICE

The Decatur County Board of Commissioners does hereby announce that the millage rate will be set at a meeting to be held at the Decatur County Administration Building, 203 West Broughton Street, Bainbridge, Georgia on September 8, 2020 at 9:00 A.M. and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2020 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

UNINCORPORATED	2015	2016	2017	2018	2019	2020
Real & Personal	\$ 615,865,782	\$ 683,768,174	\$ 699,627,394	\$ 700,652,895	\$ 697,419,958	\$ 714,477,783
Motor Vehicles	26,320,630	21,008,360	16,874,210	13,958,040	12,050,370	11,559,580
Mobile Homes	9,768,590	9,117,020	9,472,780	9,426,294	9,711,663	10,523,530
Timber - 100%	8,642,291	9,545,925	7,191,738	7,275,876	10,503,542	9,948,299
Heavy Duty Equipment	-	-	-	-	17,255	71,542
Gross Digest	660,597,293	723,439,479	733,166,122	731,313,105	729,702,788	746,580,734
Less M & O Exemptions	198,789,651	193,588,512	201,305,643	200,962,129	199,553,094	196,805,870
Net M & O Digest	461,807,642	529,850,967	531,860,479	530,350,976	530,149,694	549,774,864
State Forest Land Assistance Grant Value (1)	-	-	-	-	-	-
Adjusted Net M&O Digest	461,807,642	529,850,967	531,860,479	530,350,976	530,149,694	549,774,864
Gross M&O Millage	13.750	13.670	13.440	12.683	12.915	12.973
Less Rollbacks	2.560	2.480	2.250	2.310	2.550	2.890
Net M&O Millage	11.190	11.190	11.190	10.373	10.365	10.083
Net Taxes Levied	\$ 5,167,628	\$ 5,929,032	\$ 5,951,519	\$ 5,501,331	\$ 5,495,002	\$ 5,543,380
INCORPORATED	2015	2016	2017	2018	2019	2020
Real & Personal	\$ 334,686,993	\$ 336,579,517	\$ 330,695,652	\$ 342,135,706	\$ 351,710,208	\$ 367,967,974
Motor Vehicles	19,701,900	14,974,280	11,469,470	9,145,340	7,093,090	6,667,580
Mobile Homes	785,210	725,530	783,700	759,518	753,903	727,666
Timber - 100%	-	-	-	33,770	36,265	77,000
Heavy Duty Equipment	-	-	-	-	-	6,382
Gross Digest	355,174,103	352,279,327	342,948,822	352,074,334	359,593,466	375,446,602
Less M & O Exemptions	27,513,905	27,979,018	25,155,636	22,248,623	26,406,272	25,593,579
Net M & O Digest	327,660,198	324,300,309	317,793,186	329,825,711	333,187,194	349,853,023
State Forest Land Assistance Grant Value (1)	-	-	-	-	-	-
Adjusted Net M&O Digest	327,660,198	324,300,309	317,793,186	329,825,711	333,187,194	349,853,023
Gross M&O Millage	13.750	13.670	13.440	12.683	12.915	12.973
Less Rollbacks	3.140	3.060	2.830	2.310	2.550	2.890
Net M&O Millage	10.610	10.610	10.610	10.373	10.365	10.083
Net Taxes Levied	\$ 3,476,475	\$ 3,440,826	\$ 3,373,893	\$ 3,421,282	\$ 3,453,485	\$ 3,527,568
TOTAL COUNTY	2015	2016	2017	2018	2019	2020
Total County Value	\$ 789,467,840	\$ 854,151,276	\$ 849,653,665	\$ 860,176,687	\$ 863,336,888	\$ 899,627,887
Total County Taxes Levied	\$ 8,644,102	\$ 9,369,859	\$ 9,325,412	\$ 8,922,613	\$ 8,948,487	\$ 9,070,948
Net Taxes \$ Increase	\$ (607,637)	\$ 725,756	\$ (44,447)	\$ (402,799)	\$ 25,874	\$ 122,461
Net Taxes % Increase	-6.57%	8.40%	-0.47%	-4.32%	0.29%	1.37%

In addition to the above M&O mill rate, the county will be voting on the following special district mill rates created per the Service Delivery Strategy Agreement:

Fire Services District	1.00
Uninc. Services per SDS	0.86
Recreation Authority	1.25
Hospital Indigent Care Cost	1.42

A vote will also be taken on continuing the following mill rates:

Economic Development Bonds	1.00
Development Authority	0.25

RESOLUTION

GEORGIA, DECATUR COUNTY:

RESOLVED That the Decatur County Board of Education does hereby fix the rate for county-wide maintenance and operation school tax and library tax at fifteen and three hundred seventy-five thousandths (15.375) or \$15.375 per thousand valuations on all taxable property in Decatur County, Georgia, for the current year and

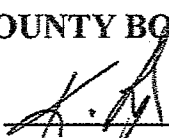
BE IT FURTHER RESOLVED That the rate millage was determined on the property digest, as it existed at the time of the resolution. It is the expressed wishes of the Board, in light of the fact that the final digest has not been submitted and approved by the State, that the Board be permitted to request an adjustment in the rate should a significant change in the property digest take place.

FURTHER RESOLVED That the Superintendent is hereby instructed to certify this rate to the County Commissioners of Decatur County, the State Department of Revenue, and such other authorized officers as may request them.


This 20th Day of August 2020

DECATUR COUNTY BOARD OF EDUCATION

CHAIRMAN:



SECRETARY:



BOARD MEMBERS
KEITH LYLE, CHAIRMAN
WINSTON ROLLINS, VICE-CHAIRMAN
BOBBY BARBER
KELVIN BOUIE
MIKE CONDER
ERIC WORTHINGTON

THE BEARCAT WAY
PROUD TRADITION PROMISING FUTURE

Decatur County Schools

SUPERINTENDENT
TIM COCHRAN
ASSISTANT SUPERINTENDENTS
APRIL ALDRIDGE, Ed.D.
JENNIFER WILKINSON, Ed.S.

August 20, 2020

Mr. Mark Harrell
Tax Commissioner
Decatur County Courthouse
West Street
Bainbridge, GA 39818

Dear Mr. Harrell:

The millage rate fixed for Decatur County Public Schools for M & O is 15.375 fifteen and three hundred seventy-five thousandths mills or \$15.375 per thousand valuations on all taxable property in Decatur County, GA) for the current year.

On the tax bills please show the breakdown as follows:

School M & O	14.900
Southwest GA Regional Library	0.475

Sincerely,



Tim Matthews
Chief Financial Officer

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RESOLVED That the Decatur County Board of Education does hereby fix the rate for county-wide maintenance and operation school tax and library tax at fifteen and three hundred seventy-five thousandths (15.375) or \$15.375 per thousand valuations on all taxable property in Decatur County, Georgia, for the current year and

BE IT FURTHER RESOLVED That the rate millage was determined on the property digest, as it existed at the time of the resolution. It is the expressed wishes of the Board, in light of the fact that the final digest has not been submitted and approved by the State, that the Board be permitted to request an adjustment in the rate should a significant change in the property digest take place.

FURTHER RESOLVED That the Superintendent is hereby instructed to certify this rate to the County Commissioners of Decatur County, the State Department of Revenue, and such other authorized officers as may request them.


This 20th Day of August 2020

DECATUR COUNTY BOARD OF EDUCATION

CHAIRMAN:  _____

SECRETARY:  _____

BOARD MEMBERS
KEITH LYLE, CHAIRMAN
WINSTON ROLLINS, VICE-CHAIRMAN
BOBBY BARBER
KELVIN BOUIE
MIKE CONDER
ERIC WORTHINGTON

THE BEARCAT WAY
PROUD TRADITION PROMISING FUTURE

Decatur County Schools

SUPERINTENDENT
TIM COCHRAN
ASSISTANT SUPERINTENDENTS
APRIL ALDRIDGE, Ed.D.
JENNIFER WILKINSON, Ed.S.

August 20, 2020

Mr. Mark Harrell
Tax Commissioner
Decatur County Courthouse
West Street
Bainbridge, GA 39818

Dear Mr. Harrell:

The millage rate fixed for Decatur County Public Schools for M & O is 15.375 fifteen and three hundred seventy-five thousandths mills or \$15.375 per thousand valuations on all taxable property in Decatur County, GA) for the current year.

On the tax bills please show the breakdown as follows:

School M & O	14.900
Southwest GA Regional Library	0.475

Sincerely,



Tim Matthews
Chief Financial Officer

RESOLUTION

of the

Decatur County Commission

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
DECATUR COUNTY, GEORGIA TO EXPRESS THE COUNTY'S
INTENTION REGARDING DEVELOPMENT OF UTILITY SCALE
SOLAR ENERGY FACILITIES PROJECTS WITHIN DECATUR COUNTY.

WHEREAS, Decatur County has abundant natural resources including the capacity to host Utility Scale Solar Energy Facilities; and

WHEREAS, Utility Scale Energy Facilities bring investment, economic activity and jobs to Decatur County while producing renewable energy for our County and State, and

WHEREAS, Decatur County seeks to ensure that Utility Scale Solar Energy Facilities Projects are developed at a sufficient size and generating capacity to maximize the benefits of such projects for the citizens of Decatur County, and

WHEREAS, Decatur County recognizes the substantial time, energy and investment required to plan, develop, phase, permit, design, and construct, such Utility Scale Solar Energy Facilities Projects,

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


- (A) The Board of Commissioners of Decatur County, hereby adopts this statement of policy and intent with respect to the development of Utility Scale Solar Energy Facilities Projects within Decatur County.
- (B) It is the policy of Decatur County, Georgia to provide a sixty percent (60%) property tax abatement for a period of 16 years to Utility Scale Solar Energy Facilities Projects within the County, so long as a Project as phased has an installation capacity of 200 megawatts (MW) direct current (DC) or greater.

(C) Any abatement granted shall commence on the date of Commercial Operation of the Utility Scale Solar Energy Facility Project.

(D) The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with implementation of this Resolution.

(E) This Resolution shall take effect immediately upon its adoption.

DECATUR COUNTY COMMISSION


CHAIRMAN

ATTEST: Michelle B. West
County Clerk

Adopted this 8th day of September, 2020.

LAND LEASE AGREEMENT

This Land Lease Agreement (the "**Agreement**"), made this 8th day of September, 2020, is between Decatur County, Georgia, ("**LESSOR**"), with its principal offices at 203 West Broughton Street, Bainbridge, Georgia 39818, and Verizon Wireless of the East LP d/b/a Verizon Wireless ("**LESSEE**"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404). LESSOR and LESSEE are at times collectively referred to in this Agreement as the "**Parties**" or individually as the "**Party**."

In consideration of the mutual covenants in this Agreement and intending to be legally bound by this Agreement, the Parties agree as follows:

1. **GRANT.** As documented by the Parties' execution and delivery of this Agreement, LESSOR grants to LESSEE the right to install, maintain, and operate communications equipment ("**Use**") upon the Premises (as defined in this Agreement), which Premises are a part of the real property owned, leased, or controlled by LESSOR at 187 Davis Road, Bainbridge, Decatur County, Georgia, as shown on the Tax Map of the County of Decatur, GA as Parcel No. 00600041 (the "**Property**"). The Property is legally described on **Exhibit A** to this Agreement. The premises are a portion of the Property and are approximately 10,000 sq. ft., as shown in detail on **Exhibit B** to this Agreement (the "**Premises**"). LESSEE may survey the Premises at any time. Upon completion of a survey prepared after the Effective Date (as defined in this Agreement), the Parties shall amend this Agreement to replace **Exhibit B** in its entirety with the new survey.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years, commencing on the first day of the month following the Commencement Date (as herein defined). The "**Commencement Date**" shall be the earlier of (i) the first date of the month after LESSEE commences installation of the equipment on the Premises, or (ii) July 1, 2023. The Parties agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based on the date LESSEE commences installation. If the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms, unless Lessee terminates this Agreement at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extension terms are collectively referred to in this Agreement as the "**Term**".

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$9,600.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 203 West Broughton Street, Bainbridge, Georgia 39818, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date, by notice given in accordance with this Agreement. The initial rental payment may not be delivered by LESSEE until 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in that event, LESSOR shall provide to LESSEE bank routing information for that purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR, or any successor-in-interest of LESSOR, shall provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) completed and fully-executed state and local withholding forms, if required; and (iii) any other documentation required to verify LESSOR's, or any other party's, right to receive rental, as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments, as directed by LESSOR.

(c) As additional consideration for this Agreement, LESSEE shall pay LESSOR a onetime, non-refundable, lump-sum signing bonus of \$500.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this **Paragraph 4(c)** is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that **Paragraph 2** of this Agreement governs the Commencement Date. This **Paragraph 4(c)** does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

(d) The annual rental for each five (5) year extension term shall be increased by 10% of the annual rental paid for the immediately preceding five (5) year term.

5. **ACCESS.** LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation, and maintenance of LESSEE's communications equipment over or along a 30 ft. wide right-of-way ("**Easement**"). The Easement is depicted on Exhibit B to this Agreement. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services. If necessary, LESSOR shall grant LESSEE, or the provider, the right to install the services on, through, over, and under the Property, provided the location of the services shall be as reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space as is sufficient for LESSEE's radio frequency signage, and barricades, as are necessary to ensure LESSEE's compliance with Laws (as defined in **Paragraph 27**).

6. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use, and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are in compliance with all Laws and EH&S Laws (as defined in this Agreement).

7. **IMPROVEMENTS.** The communications equipment, including, without limitation, the tower structure, antennas, conduits, fiber, fencing, screening, and other improvements shall be at LESSEE's expense, and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its communications equipment, tower structure, antennas, conduits, fiber, fencing, and other screening, or other improvements, or any portion thereof, and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits, or other improvements are listed on any exhibit to this

Agreement.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits, and other approvals (collectively, the "**Government Approvals**"), that may be required by any federal, state, or local authorities (collectively, "**Government Entities**"), and a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain the Government Approvals, and LESSOR shall take no action that would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may immediately terminate this Agreement upon written notice to LESSOR if: any applications for the Government Approvals are finally rejected; any Government Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by any Government Entity; LESSEE determines that the Government Approvals may not be obtained in a timely manner; LESSEE determines that any structural analysis is unsatisfactory; or LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary. In addition, LESSEE may terminate this Agreement for any reason or no reason in LESSEE's sole discretion with 3 months prior notice to LESSOR upon the annual anniversary of the Commencement Date, or at any time before the Commencement Date.

Upon six (6) months prior written notice to LESSEE, LESSOR may terminate this Agreement at the end of the second (2nd) automatic 5-year extension term or at the end of any extension term thereafter.

10. INDEMNIFICATION. Subject to Paragraph 11 of this Agreement, each Party shall indemnify, and hold harmless the other Party against any claim of liability or loss from personal injury or property damage resulting from, or arising out of, the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors, or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result of that failure. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. At the indemnified Party's request, the indemnifying Party shall defend any indemnified Party against any claim, with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the prior written consent of each indemnified Party, and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. LESSEE will maintain commercial general liability insurance, with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property.

LESSOR will maintain commercial general liability insurance, with limits not less than \$1,000,000 for injury to, or death of, one or more persons in any one occurrence and \$1,000,000 for

damage or destruction in any one occurrence.

Each Party shall include the other Party as an additional insured as their interest may appear under this Agreement.

Each Party hereby waives and releases all rights of action for negligence against the other Party that may hereafter arise on account of damage to the Premises or the Property, resulting from any fire or other casualty that is insurable under "Causes of Loss - Special Form" property damage insurance, or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, that insurance is now or hereafter carried by the Parties, even if the fire or other casualty was caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to **Paragraphs 10 and 24** of this Agreement, a violation of **Paragraph 29** of this Agreement, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

13. INTERFERENCE.

(a) LESSEE will not cause interference to LESSOR's equipment that is measurable in accordance with industry standards. LESSOR and other occupants of the Property will not cause interference to the then existing equipment of LESSEE that is measurable in accordance with then-existing industry standards.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center at (800) 224-6620 / (800) 621-2622 or to LESSOR at (229) 254-3301, the interfering party shall, or shall require any other user to, reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore, the Parties shall have the right to equitable remedies including, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration of the Term or within 90 days of earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment, including footings to 3' below grade, and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. The communications equipment shall remain the personal property of LESSEE, and LESSEE shall have the right to remove all or any portion of its communications equipment at any time during the Term, whether or not any items of communications equipment are considered

fixtures or attachments to real property under applicable laws. If the time required for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. Upon expiration of the Term, if the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month-to-month basis at the rental in effect upon expiration of the Term. If the Parties are not in the process of negotiating a new lease or lease extension, and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. INTENTIONALLY OMITTED.

17. RIGHTS UPON SALE. At any time during the Term, if LESSOR decides to sell or otherwise transfer all or any part of the Property, or to grant to a third party by easement or other legal instrument an interest in any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights under this Agreement. If LESSOR completes any sale, transfer, or grant described in this Paragraph, without executing an assignment of the Agreement, whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. Upon paying the rent and performing the covenants in this Agreement, LESSEE shall peaceably and quietly have, hold, and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and during the Term, that LESSOR has full authority to enter into and execute this Agreement, and that there are no liens, judgments, covenants, easements, restrictions, or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR. Without any approval or consent of LESSEE, this Agreement may be sold, assigned or transferred by LESSOR to (i) any entity in which LESSOR directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in LESSOR; or (iii) any entity directly or indirectly under common control with LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred by LESSOR without the written consent of LESSEE, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with **Paragraph 13** of this Agreement, all notices under this Agreement must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service, and provided further that the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Decatur County, Georgia
P.O. Box 726
203 West Broughton Street
Bainbridge, Georgia 39818

LESSEE: Verizon Wireless of the East LP
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain a Non-Disturbance Agreement, as defined in this Agreement, from its existing mortgagee(s), ground lessors, and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "**Mortgage**") by LESSOR, which from time to time may encumber all or part of the Property. However, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement, in a form reasonably satisfactory to LESSEE, and containing the terms described in this paragraph (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest, or any purchaser of Lender's or its successor's interest (a "**Purchaser**"), acquires an ownership interest in the Property, then Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. The Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any), and on all successors and assigns of Lender and/or its participants, and on all Purchasers. In return for the Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit, in which LESSEE: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender; (ii) agrees to attorn to Lender if Lender becomes the owner of the Property; and (iii) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. If LESSOR defaults in the payment or other performance of any mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default, and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens, and equities of the holders of the mortgage or other real property interest, and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct those defaults.

22. DEFAULT. It is a "**Default**" if: either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party, or if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written

notice; or LESSOR fails to comply with this Agreement, the failure interferes with LESSEE's Use, and LESSOR does not remedy the failure within 5 days after written notice from LESSEE, or if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time within which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy that the non-defaulting Party may have by reason of the default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf, and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, then LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (collectively, "**EH&S Laws**"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws, or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws, or a release of any regulated substance to the environment, except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property, and that LESSEE shall not be responsible for any environmental condition or issue, except to the extent resulting from LESSEE's specific activities and responsibilities. If LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location, or if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR shall sign any necessary waste manifest associated with the removal, transportation, and/or disposal of those substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs, and any other damages LESSEE may incur as a result of any such condemnation, but specifically excluding loss of LESSEE's leasehold interest.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which

may hereafter come into effect (including, without limitation, the Americans with Disabilities Act *and* laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with: all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. LESSOR shall comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a) LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR, based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill or assessment notice that is the basis for the taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including, but not limited to, executing any consent, appeal, or other similar document. If as a result of any appeal or challenge by LESSEE, there is a reduction, credit, or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR shall promptly reimburse to LESSEE the amount of the reduction, credit, or repayment. If LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. This Agreement and any information exchanged between the Parties regarding the Agreement are confidential. Neither Party shall provide copies of this Agreement or any other confidential information to any third party, without the prior written consent of the other Party, or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. It is understood that the LESSOR must comply with any public records request for County documents as required by law that allows any citizen of the state to request public records in response and per the requirements of State of Georgia Open Records Act O.C.G.A. §50-18-70.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits, terms, and conditions granted to LESSEE by LESSOR under this Agreement are now, and shall be during the Term, no less favorable than the rent, benefits, terms, and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term, LESSOR shall offer more favorable rent, benefits, terms, or conditions for substantially the same or similar

tenancies or licenses as those granted under this Agreement, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits, terms, and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS.

(a) This Agreement contains all agreements, promises, and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy, or proceeding.

(b) This Agreement may not be amended or varied, except in a writing signed by all Parties. This Agreement shall extend to, and bind the heirs, personal representatives, successors, and assigns of, the Parties.

(c) The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights under this Agreement, shall not waive those rights, and that Party shall have the right to enforce those rights at any time.

(d) The performance of this Agreement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises is located, without reference to its choice of law rules.

(e) Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever.

(f) LESSOR shall execute a Memorandum of this Agreement, in a form reasonably acceptable to LESSEE, which LESSEE may record with the appropriate recording office or officer.

(g) All exhibits referenced in, and attached to, this Agreement are incorporated by this reference in the Agreement.

(h) LESSOR and LESSEE each warrant to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

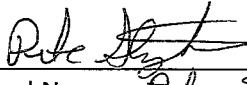
(i) The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is blank intentionally.]

IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement effective as of the Effective Date.

LESSOR:

Decatur County, Georgia

By: 
Printed Name: Pete Stephens
Title: Commission, Chairman
Date: 9-8-2020

LESSEE:

Verizon Wireless of the East LP
d/b/a Verizon Wireless

By: Cellco Partnership
Its: General Partner

By: _____
Printed Name: Jim Blake
Title: Director - Network Field Engineering
Date: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Property located in Decatur County, Georgia

All of lot of land No. 408, the east half of Lot No. 429, the south half of fractional No. 452, all of lot No. 385 west of the Seaboard Air Line Railroad, and all that portion of lot No. 386, owned by party of the first part west of said Railroad. All in the 15th District of Decatur County Georgia, and being all of the land owned by party of the first part within the area originally mapped out for an Army Air Field at Lynn Station, which parties of the second part have committed themselves to furnish to the United States.

The above tract of land being the same surveyed by W. R. Dunlap, on the 27th Day of March, 1942, and consisting of 694.16 acres more or less.

LESS AND EXCEPT that portion conveyed to Three Rivers Credit Union from Development Authority of Bainbridge and Decatur County by Limited Warranty Deed dated February 11, 1993 and recorded February 23, 1993 in Deed Book O17, Page 85.

AND BEING a portion of the property conveyed to The City of Bainbridge, Georgia, and Decatur County, Georgia from W. H. Shanks by Warranty Deed dated March 27, 1942 and recorded April 9, 1942 in Deed Book Y4 Page 560.

Tax Parcel No. 00600041

EXHIBIT B

SURVEY OF THE PREMISES

[SEE ATTACHED]