

City of Guyton, Georgia
CITY COUNCIL MEETING
March 14, 2023 at 7:00 P.M.



**C.D. Dean, Jr., Public Safety Complex
GUYTON GYMNASIUM
505 Magnolia Street
Guyton, GA 31312**

AGENDA

1. Call to Order

2. Invocation and Pledge of Allegiance

3. Consideration to Approve the Agenda

4. Consideration to Approve Minutes of Meetings

February 14, 2023

City Council Meeting

February 28, 2023

Special Called City Council Meeting

5. Reports from Staff or Committees

Police Department

James Breletic

Fire Department

Clint Hodges

City Clerk

Matthew Walker

Public Works/Water/Sewer

EOM

Planning and Zoning

Lon Harden

Industrial Development

Lon Harden

Historical Commission

Lucy Powell

Leisure Services

Lula Seabrooks

Hospital Authority

Tamela Mydell

Library Board

Jim Odum

Chamber of Commerce

Hursula Pelote

6. Public Comments (will be limited to Agenda Items only)

7. Old Business

- a. Second reading and consideration of Ordinance 2023-02 for the Defined Benefit Retirement Plan

8. New Business

- a. Consideration to ratify the LOI for the potential purchase of 718 Central Blvd. Guyton, GA, (PIN G0050001) that was approved in executive session and to authorize the Mayor to execute the Amendment to LOI
- b. Consideration to ratify appraisal and ESA Phase 1 expenditures related to the potential purchase of 718 Central Blvd. Guyton, GA, (PIN G0050001) approved in executive session from SPLOST funds in the amount of \$3100

- c. Consideration to instruct the City Attorney and City Manager to proceed with acquisition of 718 Central Blvd. Guyton, GA, G0050001 for recreational purposes at a cost of \$750,000, including filing the necessary papers to condemn the property and obtaining title insurance to be paid from SPLOST and the proceeds of the two city Certificates of Deposit
- d. Consideration to authorize the city manager to issue an RFQ for firms to develop Recreation Park Master Plan
- e. Consideration to approve Pilgrim Walking Trail Agreement
- f. Consideration to approve Effingham County GIS Data License Agreement
- g. Consideration to approve amendment to Agricenter IGA
- h. Consideration to approve expenditure of \$3,760 for Guyton Gym AC repair
- i. Consideration to approve expenditure of funds to outfit the SRO Police SUV
- j. Consideration to approve expenditure of funds for Georgia Trend Magazine Effingham Focus Ad participation
- k. Consideration to approve Walking Trail Improvement Proposal

9. General Government

- a. Modular and Manufactured Homes Survey
- b. Downtown Development Authority
- c. Trash Amnesty Day
- d. YMCA of Coastal GA

10. Dates to Remember

- a. Tuesday, April 4, 2023 at 7:00pm – Guyton YMCA of Coastal GA Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- b. Tuesday, April 11, 2023 at 7:00pm – City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- c. Saturday, April 22, 2023 from 8:00am to 2:00pm – Earth Day Festival and Guyton Sale Along the Trail, Guyton Walking Trail, 310 Central Blvd., Guyton, GA 31312
- d. Wednesday, April 26, 2023 from 1:00pm to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- e. Friday, April 28, 2023 from 12:00pm to 6:00pm and Saturday, April 29, 2023 from 9:00am to 1:00pm – Trash Amnesty Days, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

11. Public Comments (will be limited to Agenda Items only)

12. Consideration to adjourn this meeting

Rules of Decorum for All Meetings

The purpose of the Rules of Decorum is to foster an atmosphere of civil and courteous discourse, even and especially when discussing contentious topics, at all meetings held by the City of Guyton.

(a) General rules applicable to all (Mayor and Council, Staff, Members of the Public)

1. Each speaker will direct his or her comments to the Mayor and or presiding officer and not to any other individual present.
2. Each speaker will refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
3. Each speaker will speak only about agenda items. Members of the public will be limited to 3:00 minutes speaking time.
4. Members of the audience will respect the rights of others and will not create noise or other disturbances that will disrupt or disturb persons who are addressing the Mayor and Council or Committee or Board or Commission, or members of those bodies who are speaking, or otherwise impede the orderly conduct of the meeting.

(b) Additional Rules for Members of Mayor and Council, Committees, Boards or Commissions

1. Members of Mayor and Council, Committees, Boards or Commissions will conduct themselves in a professional and respectful manner at all meetings.
2. Members of Mayor and Council, Committees, Boards or Commissions will not speak until recognized by the Mayor or presiding officer.
3. Remarks by members of Mayor and Council, Committees, Boards or Commissions will be directed to the Mayor or presiding officer and not to individuals, other Council, Committee, Board or Commission members, staff or Members of the public in attendance. Questions for staff or individuals or other Council, Committee, Board or Commission members will be directed to the Mayor or presiding officer, who will then direct the appropriate person to answer.
4. Members of Mayor and Council, Committees, Boards or Commissions are always free to criticize or question policies, positions, data or information presented. However, members of Mayor and Council, Committees, Boards or Commissions will not attack or impugn the person presenting.

(c) Enforcement

The Mayor or presiding officer has the authority to enforce each of the Rules of Decorum regarding members of the public. If any Rule is violated, the Mayor or presiding officer will give the speaker a warning, citing the Rule being violated, and telling the speaker that a second violation will result in a forfeiture of the right to speak further. The Mayor or presiding officer also may have the offending speaker removed from the meeting if the misconduct persists. The Mayor or presiding officer shall not have any power under this provision regarding a Council, Committee, Board or Commission member.



City of Guyton
City Council Hearing and Meeting
February 14, 2023 – 7:00 p.m.

MINUTES OF MEETING

Call to Order – The City of Guyton Council held a Council Meeting on February 14, 2023, at the City of Guyton Gymnasium, 505 Magnolia Street in Guyton. This meeting was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Councilmember Joseph Lee, Councilmember Hursula Pelote, and Councilmember Marshall Reiser were present at this meeting.

Other Administrative Staff Present – City Attorney Ben Perkins, City Manager Meketa Brown, and City Clerk Matthew Walker were present.

Guest Present - The guests sign-in sheets are filed in the office of the City Clerk.

Invocation – Cub Scout Pack 295 gave the invocation.

Pledge of Allegiance – The Pledge of Allegiance was led by Cub Scout Pack 295.

Consideration to Approve the Agenda, adding Item G, Bid opening for painting the downtown water tower – **Reiser** made a motion to approve the agenda as amended. **Pelote** seconded the motion. **Motion passed unanimously.**

Consideration to Approve Minutes of Meeting for the January 10, 2023, Council Meeting – **Johnson** made a motion to approve minutes of meeting from January 10, 2023. **Reiser** seconded. **Motion passed unanimously.**

Reports from Staff or Committees

Police Department	Joseph Coppola
Fire Department	Clint Hodges
City Clerk	Matthew Walker
Public Works/Water/Sewer	EOM – City Manager read report
Planning and Zoning	Mike Gerwig
Industrial Development	Lon Harden
Historical Commission	Lucy Powell
Leisure Services	Lula Seabrooks
Library Board	Jim Odum
Chamber of Commerce	Hursula Pelote

Public Comments (will be limited to Agenda Items only) – No public comments were made at this time.

Old Business

Second reading and consideration of Ordinance 2023-01 authorizing the Board of Elections and Registration of Effingham County to conduct the City of Guyton's Municipal Elections to occur during the 2023 elections cycle - Johnson made a motion to approve Ordinance 2023-01. Lee seconded. Motion passed unanimously.

New Business

First reading of Ordinance 2023-02 for the Defined Benefit Retirement Plan

Consideration to approve 2023 Calendar of Events - Johnson made a motion to approve the 2023 Calendar of Events. Reiser seconded. Motion passed unanimously.

Consideration to approve 2023 Trash Amnesty Day Plan - Johnson made a motion to approve 2023 Trash Amnesty Day Plan. Lee seconded. Motion passed unanimously.

Consideration to approve updated Pay Plan - Johnson made a motion to approve updated Pay Plan. Reiser seconded. Motion passed unanimously.

Consideration to approve change order for Phase 2 archeologic testing of new LAS site- Johnson made a motion to approve change order in the amount of \$15,448.75 for archeologic testing of the new LAS site. Lee seconded. Motion passed unanimously.

Consideration to approve \$2500 from SPLOST for Camelia Pilgrim Trail Project - Johnson made a motion to approve \$2500 from SPLOST for Camelia Pilgrim Trail Project to be overseen by Ms. Brown. Pelote seconded. Motion passed unanimously.

Bid Opening for City of Guyton Historic Water Tower Project

General Government

**Cub Scout Trail Clean Up Project – Assistant Scout Leader – Adopt-a-Trail
Training Certificate Presentation – Pam Helton presented to Council Member Pelote
Sidewalk TAP Grant – Mayor Deen
Community Prayer – Pastor Bernard Scott
Downtown Development Authority – Mayor Deen and Ben Perkins
Agricenter Water Agreement – Mayor Deen, Council Members Johnson and Pelote**

Dates to Remember

Thursday, February 23, 2023 at 10:00am – TAP Grant Kick Off Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Saturday, February 25, 2023 at 4:00pm – Community Prayer, Caboose on the Walking Trail, 310 Central Boulevard, Guyton, GA 31312

Wednesday, March 1, 2023 from 8:00am to 1:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Saturday, March 4, 2023 from 10:00am to 2:00pm – Savannah River Fire Festival, Warnell Forest Education Center, 5960 Highway 17 South, Guyton, GA 31312

Tuesday, March 7, 2023 from 9:00am to 1:00pm – Seniors in the Know, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, March 7, 2023 at 7:00pm – Public Hearing on Mobile/Manufactured Homes, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, March 14, 2023 at 7:00pm – City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, March 20, 2023 at 2:00pm – Comprehensive Plan Stakeholder Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Consideration to move from the Regular Meeting into an Executive Session referencing Property and Litigation - Pelote made a motion at **8:04 pm** to move from the Regular Meeting into an Executive Session referencing Property and Litigation. **Reiser** seconded. **Motion passed unanimously.**

Consideration to take any action needed arising from Executive Session – No action taken

Public Comments (will be limited to Agenda Items only) – No public was present at this time

Consideration to adjourn- Pelote made a motion to adjourn. **Reiser** seconded. **Motion passed unanimously.** Meeting adjourned at approximately **9:00 pm.**

City of Guyton

Russ Deen, Mayor

Attest:

Matthew D. Walker, City Clerk



**City of Guyton
Special Called City Council Meeting
February 28, 2023 – 7:00 p.m.**

MINUTES OF MEETING

Call to Order – The City of Guyton Council held a Council Meeting on February 28, 2023, at the City of Guyton Gymnasium, 505 Magnolia Street in Guyton. This meeting was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Councilmember Joseph Lee, Councilmember Hursula Pelote, and Councilmember Marshall Reiser were present at this meeting.

Other Administrative Staff Present – City Manager Meketa Brown and City Clerk Matthew Walker were present.

Guest Present - The guests sign-in sheets are filed in the office of the City Clerk.

Consideration to approve purchase of Guyton Police SRO Vehicle - Johnson made a motion to approve \$44,270.00 from SPLOST to purchase a 2023 Utility Police Interceptor as the SRO vehicle per our agreement with the Effingham County School District. **Pelote** seconded. **Motion passed unanimously.**

Public Comments (will be limited to Agenda Items only) – Theodore Hamby spoke regarding SRO vehicle and previously purchased Challenger

Consideration to move from the Regular Meeting into an Executive Session referencing Property - Lee made a motion at **7:04 pm** to move from the Regular Meeting into an Executive Session referencing Property. **Johnson** seconded. **Motion passed unanimously.**

Consideration to take any action needed arising from Executive Session – No action taken

Consideration to adjourn- Reiser made a motion to adjourn. **Lee** seconded. **Motion passed unanimously.** Meeting adjourned at approximately **7:46 pm.**

City of Guyton

Russ Deen, Mayor

Attest:

Matthew D. Walker, City Clerk

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

ORDINANCE 2023-02
and
ADOPTION AGREEMENT
for
City of Guyton

Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2013
(With Amendments Taking Effect on or Before January 1, 2017)

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Guyton, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Guyton, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Guyton, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 36

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Guyton, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 99, Guyton, GA 31312-0099**
Phone: **(912) 772-3353**
Facsimile: **(912) 772-3152**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Master Plan)

Name: **City Manager**
Address: **P.O. Box 99, Guyton, GA 31312-0099**
Phone: **(912) 772-3353**
Facsimile: **(912) 772-3152**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **City Manager**
Address: **P.O. Box 99, Guyton, GA 31312-0099**
Phone: **(912) 772-3353**
Facsimile: **(912) 772-3152**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to reduce the Vesting requirement from 10-year cliff Vesting to 5-year cliff Vesting for Eligible Regular Employees who Terminate on or after March 15, 2023 (see Adoption Agreement, p. 28).**

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension

Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is _____.

(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the _____ **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **March 15, 2023** **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **June 11, 2019** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **January 1, 1999** **(insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means (**check one**):

- Calendar Year
- Employer Fiscal Year commencing _____.
- Other (**must specify month and day commencing**): _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**):
_____.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): _____.

(2) Municipal Legal Officers (check one):

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**) : _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: _____ (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- No minimum

- At least 5 months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

The months to year requirement for excepted class(es) are:

- No minimum
- At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): _____.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date.

If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): ____.

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows (**check one**):

- Prior Military Service is **not** creditable under the Plan (**if checked, skip to Section 13.C. – Prior Governmental Service**).
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years (**insert number**).

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate (**check one**):

- One month of military service credit for every _____ month(s) (**insert number**) of Credited Service with the Adopting Employer.
- One year of military service credit for every _____ year(s) (**insert number**) of Credited Service with the Adopting Employer.
- All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years (**insert number**) of Credited Service with the Employer.
- Other requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(4) Payment for Prior Military Service Credit(check one):

- Participants shall **not** be required to pay for military service credit.
- Participants shall be required to pay for military service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit (as defined below).
 - The Participant must pay an amount equal to (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Other Conditions for Award of Prior Military Service Credit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Payment for Prior Governmental Service Credit.

- Participants shall **not** be required to pay for governmental service credit.
- Participants shall be required to pay for governmental service credit as follows:
 - The Participant must pay ____% of the actuarial cost of the service credit.
 - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
 - Unused sick leave

- Unused vacation leave
- Unused personal leave
- Other paid time off (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least _____ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

- Computing amount of benefits payable.
- Meeting minimum service requirements for vesting.
- Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months (**insert number**).

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are (**check one or more as applicable**):

- Attainment of age 55 (**insert number**)
- Completion of 10 years (**insert number**) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Early retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age _____ (**insert number**)
- Completion of _____ years (**insert number**) of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are (**check one or more as applicable**):

- Attainment of age 65 (**insert number**)
- Completion of 5 years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Normal retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age _____ (**insert number**)
- Completion of _____ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

(2) **Elected or Appointed Members of Governing Authority**

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are (**check one or more as applicable**):

- Attainment of age _____ (**insert number**)
- Completion of _____ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- Attainment of age _____ **(insert number)**
- Completion of _____ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

- (1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - Attainment of age _____ **(insert number)**
 - Completion of _____ years **(insert number)** of Total Credited Service
 - In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

- (3) **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (**check one or more items below, as applicable**):

- Must have attained at least age _____ (**insert number**)
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- (4) **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years (insert number) of Total Credited Service, regardless of the Participant's age.

- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

A Participant (check one): is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- (5) **Other Alternative Normal Retirement Benefit.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan

provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) Other Alternative Normal Retirement Benefit for Public Safety Employees Only.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A public safety employee Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- _____ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- not limited.
- limited to _____ years for all Participants.
- limited to _____ years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.

- Only the following Eligible Regular Employees: _____.
- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (**check and complete one or more as applicable**):

- (a) **Flat Percentage Formula. 1.5% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

- (b) **Alternative Flat Percentage Formula. _____% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.**

- (c) **Split Final Average Earnings Formula. _____ % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation** (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

- (d) **Alternative Split Final Average Earnings Formula. _____ % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation** (see subsection (2) below for definition of Covered**

Compensation), plus _____% (**insert percentage**) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ (**specify amount**). This definition shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows (**check one**):

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$_____ (**insert dollar amount**) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the

Master Plan to account for early commencement of benefits. This provision shall apply to:

- All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.
- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
- All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.

- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.
- No less than (**check one**): 20% 10% ____% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than (**check one**): 66 2/3 % _____% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) **Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to (**check one**): all Retired Participants only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer**): _____.

(2) **Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible

Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
_____.

- (b) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
_____.

- (c) The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
_____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.
- (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) (**check one**):

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after _____ (**insert date**).
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i); specific positions are permissible; specific individuals may not be named**): _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule (**check one**):

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Vesting Schedule for excepted class (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):
_____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
 - The Participant must be vested in a normal retirement benefit.
 - The Participant must have **10** years (**insert number**) of Total Credited Service.

- The Participant must be eligible for Early or Normal Retirement.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(2) **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): one-half (1/2) _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Terminated Vested Death Benefit

(1) **Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- Are not required.
- Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.
- Are required in the amount of _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- Interest shall not be paid.
- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

- Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):
-

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or

other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be March 15, 2023.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Guyton, Georgia this _____ day of _____, 20_____.

Attest:

CITY OF GUYTON, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20_____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

AMENDMENT TO LETTER OF INTENT DATED JANUARY 25, 2023

THIS AMENDMENT TO LETTER OF INTENT DATED JANUARY 25, 2023 is made and entered into this ___ day of March, 2023 by and between the City of Guyton, Georgia, a municipal corporation chartered under the laws of the State of Georgia (the “City”), and 718 Central Blvd LLC, a Georgia limited liability company, and 9902 Ferguson, LLC, a Georgia limited liability company (collectively, “Sellers”).

W I T N E S S E T H:

WHEREAS, on January 26, 2023 the City and Sellers did execute that certain Letter of Intent (the “LOI”); and

WHEREAS, the parties desire to amend the LOI in part to extend the due diligence and exclusivity period,

NOW, THEREFORE, for and in consideration of the premises, the parties hereto do hereby amend the LOI as follows:

1. Paragraph 1.b) of the LOI shall be amended to read as follows:

b) **Diligence.** Following the acceptance of this Letter of Intent, the City will have until April 30, 2023, to perform due diligence on the Property (the “Due Diligence Period”).

2. Paragraph 2. of the LOI shall be amended to read as follows:

2. Proposed Timetable: The City anticipates completing its due diligence and having the Petition for Condemnation and Consent Order filed with the Superior Court of Effingham County by April 30, 2023.

3. Paragraph 5. of the LOI shall be amended to read as follows:

5. Exclusivity: Until April 30, 2023, Sellers (or any of their respective affiliates or agents) shall not, directly or indirectly: negotiate with, solicit offers from, make offers to or take any steps in furtherance of a transaction involving the sale of the Property, other than with the City as contemplated within this Letter of Intent.

4. Paragraph 8. of the LOI shall be amended to read as follows:

8. Non-Binding: Except as provided in paragraphs 3, 4, 5, 9 and 10, neither the terms and conditions of this Letter of Intent nor the acceptance thereof are intended to, nor shall they, create any legally binding obligations of the parties hereto.

5. Paragraph 9. of the LOI shall be amended to read as follows:

9. Termination: The Letter of Intent shall terminate April 30, 2023. Upon termination, the parties will have no further obligations hereunder, except as stated in paragraphs 4, 7, 8, 9 and 10, which will survive such termination. It is also understood that this Letter of Intent will terminate upon the Court signing the Consent Order.

6. Except as herein modified, the parties republish and ratify all other provisions of the LOI.

Accepted this ____ day of March, 2023.

City of Guyton, Georgia
a Georgia municipal corporation

By: _____
Name: Russ Deen
Title: Mayor, City of Guyton, Georgia

718 Central Blvd LLC
a Georgia limited liability company

By: _____
Name: _____
Title: _____

9902 Ferguson, LLC
a Georgia limited liability company

By: _____
Name: _____
Title: _____

PRIVATE, CONFIDENTIAL AND NON-BINDING

January 25, 2023

Mr. Howard Spiva
718 Central Blvd LLC
9902 Ferguson, LLC
P.O. Box 61678
Savannah, GA 31319

Dear Mr. Spiva:

The City of Guyton, Georgia, a municipal corporation chartered under the laws of the State of Georgia, as the condemning authority (the "City"), is submitting this letter of intent ("Letter of Intent") and proposal to condemn for public use real property and all improvements thereon located at 718 Central Boulevard, Guyton, Georgia 31312; PIN: G00f0001 (the "Property") by and through the City's power of eminent domain afforded to it under O.C.G.A. §§ 22-1-1 *et seq.* and 22-2-1 *et seq.* from 9902 Ferguson, LLC, a Georgia limited liability company, and 718 Central Blvd LLC, a Georgia limited liability company, as tenants in common of the Property (collectively, "Sellers") for just compensation (i.e., the Purchase Price, defined below).

The proposed condemnation of the Property in consideration for the Purchase Price (defined below) (the "Transaction") is based on the information currently known to the parties subject to the terms, covenants and conditions stated herein and in the definitive agreement to be negotiated among and executed by the parties (the "Definitive Agreement").

This Letter of Intent is an expression of the non-binding intent of the parties, subject to the binding provisions of Paragraphs 3, 4, 5, 9, and 10. However, the parties acknowledge that since there are still a number of substantive points to be agreed upon, neither party shall be obligated to consummate the Transaction until a mutually agreeable Definitive Agreement has been executed by both parties.

1. Transaction Overview:

a) **Consideration.** As consideration for condemnation of the Property under the City's power of eminent domain, the City will pay Sellers just compensation in the amount of Seven Hundred Thousand Fifty Thousand and 00/100 Dollars (\$750,000.00) (the "Purchase Price"). The Transaction shall be accomplished as follows:

- i. At the Closing, the City will pay the Purchase Price to Sellers (in proportion to each Seller's interest in the Property or as otherwise designated in writing by Sellers).
- ii. At the Closing, Sellers will transfer and convey the Property to the City via a limited warranty deed in lieu of condemnation proceedings.
- iii. Prior to or at the Closing, Sellers will execute and deliver a unanimous consent in writing acknowledging that the Property is being acquired for public use (the "Consent").
- iv. Prior to or at the Closing, Sellers will execute and deliver a waiver in writing of any rights Sellers may have under law to subsequently claim that the Property is not being put to public use; that the Property should be reconveyed to Sellers; or that additional compensation should be paid to Sellers for the Property (the "Waiver").

b) **Diligence.** Following the acceptance of this Letter of Intent, the City will have sixty (60) days to perform due diligence on the Property (the "Due Diligence Period").

c) **1033 Exchange.** To the extent it is able (e.g., not prohibited by law), the City agrees to assist Sellers with a I.R.C. § 1033 exchange(s) by complying with reasonable requests from Sellers regarding same.

Notwithstanding the preceding sentence, the City will not take any action that is or could reasonably be conceived as violating any law, and the decision regarding any such action shall be in the sole and absolute discretion of the City. The closing of the Transaction shall be conditioned on the ability of Sellers to conduct a I.R.C. §1033. At Sellers' election, Sellers may conduct a I.R.C. §1031 exchange and the City shall cooperate with Sellers to complete said 1031 Exchange if elected by Seller.

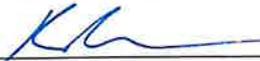
2. **Proposed Timetable:** The City is available to complete its due diligence as soon as is mutually agreeable, and it is the City's preference to work on an accelerated timeline to consummate the Transaction. The City anticipates completing its due diligence and being in a position to close the Transaction within sixty (60) days; provided, however, that the City is able to complete any statutory requirements for condemnation of the Property within such time period.
3. **Access; Due Diligence Review:** Upon acceptance of this Letter of Intent until the date that the Transaction is consummated (the "Access Period"), Sellers will permit the City (and its agents and advisors including without limitation its counsel, accountants and consultants) reasonable access at all reasonable times to the Property and any books, records, permits and key personnel associated therewith to conduct the due diligence needed for the Property.
4. **Disclosure:** Each party receiving information (the "Receiving Party") from the other party or its representatives (the "Disclosing Party") related to the Transaction (including without limitation the terms of this Letter of Intent) agrees not to make any commercial use of, and will hold in confidence, all such information, which is not generally available to the public or which was not in the possession of the Receiving Party before disclosure by the Disclosing Party.
5. **Exclusivity:** During the 60-day period from acceptance of this Letter of Intent (the "Initial Exclusivity Period"), Sellers (or any of their respective affiliates or agents) shall not, directly or indirectly: negotiate with, solicit offers from, make offers to or take any steps in furtherance of a transaction involving the sale of the Property, other than with the City as contemplated within this Letter of Intent.
6. **Conditions:** The Closing will be subject to:
 - a) completion by the City of customary due diligence that is satisfactory to the City in all respects,
 - b) a review by counsel for the City that all requirements for condemnation of the Property have been satisfied, and that the Transaction does not violate any laws,
 - c) negotiation, execution and delivery of a Definitive Agreement containing provisions mutually acceptable to the parties that are customary to the transaction of the type described herein, including representations, warranties, indemnification, covenants and conditions acceptable to both parties,
 - d) approval of the Definitive Agreement and the Transaction by the Guyton City Council, and any other body or person required by law,
 - e) unless waived by the City, completion of a satisfactory title search, title opinion and title insurance on the Property at the expense of and to the complete satisfaction of the City,
 - f) delivery by Sellers of the Consent,
 - g) delivery by Sellers of the Waiver, and
 - h) no material adverse change to the Property.
7. **Expenses:** The parties shall each pay their own accounting, legal and other professional fees and expenses and other costs incurred in connection with the Transaction contemplated herein. Any costs associated with the closing of the Transaction shall be paid by the City except for Sellers' attorney's fees and any costs to

clear Sellers' title to the Property.

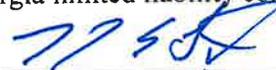
8. **Definitive Agreement:** Except as provided in paragraphs 3, 4 5, 9, and 10, the terms and conditions of this Letter of Intent nor the acceptance thereof is intended to, nor shall it, create any legally binding obligations until a mutually acceptable final Definitive Agreement for the Transaction containing the terms and conditions contained in this Letter of Intent and such other terms and conditions as the parties may mutually agree to is executed by duly authorized representatives of the parties.
9. **Termination:** Subject to Paragraph 5, the term of this Letter of Intent shall be a period of sixty (60) days from the acceptance of this Letter of Intent. Upon the expiration of the term of this Letter of Intent, the parties will have no further obligations hereunder, except as stated in paragraphs 4, 7, 8, 9 and 10, which will survive any such termination. It is understood that this Letter of Intent will also terminate upon execution and delivery of the Definitive Agreement.
10. **Counterparts; Assignment; Governing Law:** This Letter of Intent may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Letter of Intent and all of which, when taken together, will be deemed to constitute one and the same agreement. The rights, benefits, duties, and obligations under this Letter of Intent are not assignable by any party hereto. The binding provisions of this Letter of Intent shall be governed by and construed under the laws of the State of Georgia without giving effect to any conflict in law principles. Any dispute between the parties arising out of this Letter of Intent shall be resolved in the state courts of Effingham County, Georgia, and the parties hereby irrevocably submit to the jurisdiction of such courts.

If you are in agreement with the terms of this letter, please evidence your agreement by signing in the space provided below and returning this signed letter to Russ Deen. This proposal will expire unless executed and returned by 5:00 pm EST, on January 31, 2023. Please contact Russ Deen directly if you have any questions or comments.

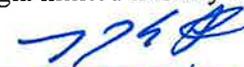
Sincerely,
City of Guyton, Georgia
a Georgia municipal corporation

By: 
Name: Russ Deen
Title: Mayor, City of Guyton, Georgia

Accepted this 26 day of January, 2023.
718 Central Blvd LLC
a Georgia limited liability company

By: 
Name: Howard E. Spiva
Title: President of SR9 LLC
its manager

Accepted this 26 day of January, 2023.
9902 Ferguson, LLC
a Georgia limited liability company

By: 
Name: Howard E. Spiva
Title: President of
SR9 LLC, its manager

SUPERIOR COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

CITY OF GUYTON, GEORGIA	(
	(
Plaintiff/Condemnor,	(
	(
v.	(
	(
9902 FERGUSON, LLC	(
a Georgia limited liability company; and	(
718 Central Blvd LLC	(
a Georgia limited liability company	(
	(
Condemnees/Defendants.	(

PETITION FOR CONDEMNATION

The City of Guyton, Georgia, (the “City”), a municipal corporation in the County of Effingham, State of Georgia, as petitioner/condemnor, in the exercise of its power of eminent domain brings this action In Rem and pursuant to the provisions of the laws of Georgia and particularly the Acts of the General Assembly of Georgia (Georgia Laws, 1957 Session, page 387, *et seq.*), as amended, being codified as O.C.G.A. § 22-2-1, *et seq.*, for condemnation of the certain lands and rights hereinafter described, said procedure being set out in Article 3 of Chapter 2 of Title 22. *Eminent Domain*, as amended, and respectfully shows as follows:

1. The City of Guyton, Georgia (hereinafter “the City” or “Condemnor”) is a political subdivision of the State of Georgia and is authorized under the laws of this State to condemn private property for public use.
2. The subject property sought to be condemned is known as 718 Central Blvd, Guyton, Georgia 31312, Parcel Number G0050001, containing 13.97 acres, more or less, and is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”).

3. So far as is known to Condemnor, the owners of the said Property are 9902 Ferguson, LLC, a Georgia limited liability company having a principal office address P.O. Box 61678, Savannah, Georgia 31420 that may be served with process at 1137 Mohawk Street, Savannah, Georgia 31419 to its registered agent, Wm Clayton Porter, and 718 Central Blvd LLC having a principal office address of 1137 Mohawk Street, Savannah, Georgia 31319 that may be served process at 10385 Ford Avenue, Ste A, Richmond Hill, Georgia 31324 to its registered agent, James Gardner.
4. Defendants acquired titled to the Property via a Limited Warranty Deed dated March 30, 2022, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia at Book 2778, Page 339 (the “Deed”; attached hereto as **Exhibit “B”** is a copy of said Deed).
5. Based on the nature of the Deed and Condemnor’s cursory search of the public records, Condemnor has no reason to believe that any other person (including without limitation any mortgagee) has any rights or interests in the Property that will be affected by the condemnation of the Property by Condemnor.
6. In accordance with O.C.G.A. §§ 22-1-9(1), Condemnor and Defendants have negotiated and agreed upon just compensation to be paid to Defendants for the Property (the “Purchase Price”), and there is no need for such compensation to be determined in accordance with Article 1 of Chapter 2 of Title 22.
7. The Purchase Price agreed upon by Condemnor and Defendants is Seven Hundred Fifty Thousand and No/100 (\$750,000.00) Dollars.
8. In accordance with O.C.G.A. § 22-1-1(9)(A)(iv), Defendants, constituting all of the persons with a legal claim that have been identified and found, unanimously

consent to the condemnation of the Property being characterized as for “Public use.”

9. Because Defendants consent to the condemnation of the Property being characterized as for “Public use,” Defendants waive the requirement of O.C.G.A. § 22-1-2(b) and any right to reconveyance of the Property under O.C.G.A. § 22-1-2(c).
10. In accordance with O.C.G.A. § 22-1-10(c), Defendants waive any rights they have under O.C.G.A. § 22-1-10.
11. This Petition is brought In Rem by the City to acquire by condemnation possession and fee simple ownership in the Property.
12. The Property herein sought to be condemned and the rights therein required are located within the city limits of Guyton, Effingham County, Georgia and is subject to the jurisdiction of this Court.
13. Condemnor is entitled to a judgment In Rem against the Property and rights described herein, condemning the same to the use of Condemnor, together with all rights of access to, from, into, and upon said described Property, for the agreed upon Purchase Price.

WHEREFORE, The City of Guyton prays:

- (a) That the Court take jurisdiction of this proceedings as an action In Rem requiring the judicial ascertainment and judicial supervision of all questions and proceedings connected with the condemnation of said Property and rights to the Property and the determination of the just and adequate compensation to be first paid to the Defendants for the taking of said Property, all as provided by law;
- (b) That the Court, upon presentation and consideration of this Petition and the Consent Order filed herewith, shall enter such Consent Order condemning the

described Property, In Rem and fee simple, to the use of Condemnor upon payment into the registry of the Court (or directly to Defendants as agreed upon by Condemnor and Defendants) of the Purchase Price;

- (c) That upon payment into the registry of the Court (or directly to Defendants as agreed upon by Condemnor and Defendants) of the Purchase Price, the decree of the Court and a full and complete description of the Property or interest condemned or duly certified copies of such award, decree, and description, shall be filed and recorded in the records of deeds in the Office of the Clerk of the Superior Court of Effingham County, said fees to be paid to the clerk by the party in whose favor said condemnation is had;
- (d) That the Condemnor have such other and further relief as the Court may deem just and proper.

[signatures(s) on the following page]

Respectfully submitted this ____ day of _____, 2023.

OLIVER MANER LLP

/s/ J. Ryan Beasley
BENJAMIN M. PERKINS
Georgia Bar No. 140997
J. RYAN BEASLEY
Georgia Bar No. 981236

P.O. Box 10186
Savannah, Georgia 31412
(912) 236-3311
bperkins@olivermaner.com
rbeasley@olivermaner.com

*Attorneys for the Plaintiff City of
Guyton, Georgia*

Exhibit "A"
(Description of the Property)

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN THE TOWN OF GUYTON 10TH GM DISTRICT OF EFFINGHAM COUNTY, GEORGIA, CONTAINING 13.97 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED BY THE PLAT OF SURVEY MADE BY WARREN E. POYTHRESS, R.L.S. #1953, FEBRUARY 13, 1997, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA IN PLAT CABINET A, SLIDE 377-E, WHICH IS INCORPORATED INTO THIS DESCRIPTION BY SPECIFIC REFERENCE THERETO.

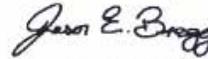
THIS BEING THAT SAME PROPERTY CONVEYED BY MARGARET W. PATTERSON TO 9902 FERGUSON, LLC AND 718 CENTRAL BLVD LLC AS EVIDENCED BY THAT CERTAIN LIMITED WARRANTY DEED DATED MARCH 30, 2022, RECORDED IN DEED BOOK 2778, PAGE 339, AFORESAID RECORDS.

SUBJECT TO RESTRICTIVE COVENANTS AND EASEMENTS OF RECORD.

Exhibit "B"
(Copy of the Deed)

BK:2778 PG:339-341
D2022003998

FILED IN OFFICE
CLERK OF COURT
04/19/2022 11:28 AM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$500.00

5077715860
7067927936
PARTICIPANT ID

After recording, return to:
James R. Gardner, LLC
Post Office Box 879
Richmond Hill, GA 31324
2020

(ABOVE THIS LINE FOR RECORDING PURPOSES)

PT-61 051-2022-000976

STATE OF GEORGIA
COUNTY OF EFFINGHAM

}

LIMITED WARRANTY DEED

THIS INDENTURE, made this 30th day of March, 2022, between **Margaret W. Patterson**, as party of the first part (hereinafter individually or collectively called "Grantor") and **9902 Ferguson, LLC and 718 Central Blvd LLC**, as party of the second part (hereinafter called "Grantee"), (the words "Grantor" and "Grantee" to include his/her/their respective heirs, executors, successors and/or assigns where the context requires or permits).

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN (\$10.00) AND NO/100's DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant bargain, sell and convey unto the said **9902 Ferguson, LLC a sixty (60.0%) percent undivided interest and unto the said 718 Central Blvd LLC a forty (40.0%) undivided interest**, and the Grantee's respective successors and/or assigns, all that tract or parcel of land lying in EFFINGHAM County, Georgia as described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of, the said Grantees, the Grantees' successors and/or assigns, IN FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property unto the said Grantee, against the lawful claim of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument under seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Margaret W. Patterson
Margaret W. Patterson

J. J. Bowen
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:



EXHIBIT "A"

Legal Description

ALL THAT CERTAIN LOT, TRACT OF PARCEL OF LAND SITUATED, LYING AND BEING IN THE TOWN OF GUYTON 10TH GM DISTRICT OF EFFINGHAM COUNTY, GEORGIA, CONTAINING 13.97 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED BY THE PLAT OF SURVEY MADE BY WARREN E. POYTHRESS, R.L.S. #1953, FEBRUARY 13, 197, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA IN PLAT CABINET A, SLIDE 377-E, WHICH IS INCORPORATED INTO THIS DESCRIPTION BY SPECIFIC REFERENCE THERETO.

THIS BEING THE SAME PROPERTY CONVEYED BY EMMETT F PATTERSON, HOWARD G PATTERSON MARK B GOODWIN, AND JAMES F PATTERSON SR. TO SAFEHAVEN CHURCH/MISSION INC. AS EVIDENCED BY THAT CERTAIN QUIT CLAIM DEED DATED OCTOBER 30, 1998, RECORDED IN DEED BOOK 521, PAGE 13, AFORESAID RECORDS.

SUBJECT TO RESTRICTIVE COVENANTS AND EASEMENTS OF RECORD.

STATE OF GEORGIA

COUNTY OF EFFINGHAM

WALKING TRAIL AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2023 (the “Effective Date”), by and between **THE PILGRIM MISSIONARY BAPTIST ASSOCIATION**, hereinafter "Pilgrim", and **THE CITY OF GUYTON, GEORGIA**, an incorporated Georgia municipality, hereinafter "Guyton".

WITNESSETH THAT:

WHEREAS, Pilgrim is the owner in fee simple of certain real estate within the city of Guyton, Georgia, and

WHEREAS, the same has been improved by Guyton by the installation of a walking trail, and

WHEREAS, both Pilgrim and Guyton desire to continue the operation of the walking trail for the use of the general public for recreational purposes.

NOW THEREFORE, for and in consideration of the sum of **ONE AND NO/100 (\$1.00) DOLLAR** and the mutual promises, covenants and undertakings contained herein, Pilgrim and Guyton hereby agree as follows:

1. The property covered by the Agreement is that portion of Pilgrim's land which is bound on the North by Gracen Road, on the East by lands of the City of Guyton and Highway 17, on the South by Simmons Street, and on the West by lands now or formerly owned by Pilgrim and/or the Samuel Smalls Estate.
2. The term of this Agreement shall be for a period of one (1) year, with an ultimate term of ten (10) years. This Agreement shall commence on the Effective Date and shall end on May

31, 2024, and shall automatically renew on each anniversary date thereof for a period of one year until May 31, 2033 unless either party gives the other party thirty (30) days' notice, in writing, of their intent not to renew.

3. During the entire term hereof, as well as any extended term hereunder, Guyton shall be fully responsible for the maintenance of the property, and shall keep the property, except in emergencies, open to the public for use as a recreational walking trail.
4. Guyton, without in any manner waiving its Sovereign Immunity, or any other defense that it may have against any third party, and to the extent permissible under the law, shall indemnify and hold harmless Pilgrim from and against any claims, actions or causes of action arising out of Guyton's use of the property under this Agreement.
5. Both Guyton and Pilgrim intend that this Agreement be executed and the property be used under the provisions of The Georgia Recreational Property Act, O.C.G.A. § 51-3-20, et seq. No fee for admission to the property shall be charged.
6. This Agreement conveys and grants only a usufruct to Guyton and full ownership of the property remains vested in Pilgrim.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly elected and serving officials and their seals to be affixed thereto.

Signatures on following page

Pilgrim Missionary Baptist Association

Witness

By: _____

Title: _____

Notary Public
{SEAL MUST BE AFFIXED}
My commission expires: _____

The City of Guyton, Georgia

Witness

By: _____

Title: _____

Notary Public
{SEAL MUST BE AFFIXED}
My commission expires: _____

Approved by: _____
City Attorney, City of Guyton



Effingham County
Georgia

**Effingham County
GIS Data License Agreement**

To be completed by County Staff:

Fee: _____

Reviewing Employee: _____

THIS EFFINGHAM COUNTY GIS DATA LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as defined below), by and between **EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the "**County**"), and the below described Person(s) ("**Licensee**"):

Licensee (full and exact legal name): _____ City of Guyton _____

[] an individual(s) [] a corporation [] a partnership [] a limited liability company [x] other:
Municipality

If not a natural person, State of formation: Georgia

Address: 310 Central Boulevard

City: Guyton State: GA Zip Code: 31312

Telephone/Facsimile Nos.: (912) 772-3353 / _____

Email Address: _____

In the event more than one Person signs as Licensee (or is indicated above as Licensee), reference to "Licensee" herein shall refer to all such Persons collectively and all of the same shall be liable and bound hereunder jointly and severally.

WITNESSETH:

WHEREAS, the County has developed and maintains a geographic information system ("**GIS**") and related data, which it is authorized to license to members of the public pursuant to O.C.G.A. § 50-29-2; and

WHEREAS, Licensee wishes to obtain, and the County is willing to grant to Licensee, a limited license to certain GIS Data (as defined below) for Licensee's internal use, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the County and Licensee hereby agree, covenant, and bind themselves as follows:

1. Grant of License.

(a) Nonexclusive, Non-Assignable, Non-Transferable License. As of the Effective Date, and subject to the terms and conditions of this Agreement, the County grants Licensee a nonexclusive license to use the GIS Data solely for internal use by the Licensee. This is a limited use license, which may not be transferred, sold, assigned, leased, or sub-licensed. As used in this Agreement, the term "**GIS Data**" shall be broadly defined and interpreted to mean that portion or product of the electronic database maintained and used by the County to produce GIS maps for areas within its jurisdiction, as well as attribute data and digital aerial imagery relating thereto, as may be identified on page one of this Agreement maintained by the County and referenced hereinabove.

(b) No Sale; Proprietary Rights. This Agreement does not constitute a sale of any title or interest in any GIS Data, but grants merely a nonexclusive license as conditioned herein, and no additional or

supplementary interests, licensees, or rights to the GIS Data shall be implied hereunder. Licensee expressly acknowledges that the County is the sole owner of all right, title, and interest in and to the GIS Data (as well as in any modification thereof, derived work, or work-in-progress relating thereto), including all intellectual property rights and proprietary interests of whatever kind therein.

(c) Third-Party Software. Any third-party software that may enable or otherwise accompany, be embedded in, or form a component part of the GIS Data (the “**Third-Party Software**”) is provided to Licensee without warranty of any kind and is subject to the terms of all any and all license agreements, intellectual property rights, and proprietary interests applicable to said Third-Party Software. Licensee represents and warrants that Licensee has the right to receive and use any and all Third-Party Software, and shall (and does hereby) fully assume any and all costs, fees, or expenses associated therewith. Licensee further acknowledges and agrees that all right, title, and interest of whatever kind in and to the Third-Party Software is reserved and shall remain with the responsible third-party software provider, and that such third parties may enforce their rights against Licensee directly in their own name.

2. **No Further Obligations of County; Licensee Responsibilities.**

(a) No Continuing County Obligation. This Agreement obligates the County to furnish to Licensee the GIS Data without warranty or further assistance of any kind. The County shall have no other obligations or duties of whatever kind to Licensee hereunder or with respect to the GIS Data. Without limiting the foregoing, the County shall not provide interpretive, tutorial, technical, software, or other support services of any kind, and shall be under no obligation to correct or remedy errors, defects, or omissions or furnish updates or supplements to the GIS Data (or notify Licensee of the need to correct any such errors, defects, or omissions or the existence of any updates or supplements). Rather, Licensee, at its own cost and expense, shall provide all necessary hardware, software, expertise, and equipment needed to access and use the GIS Data.

(b) Licensee shall take reasonable precautions to protect the security and integrity of the GIS Data and to prevent unauthorized access, use, or duplication of the GIS Data or any part thereof by third parties. Reasonable precautions include those Licensee or any prudent and reasonable Person would take to protect its own proprietary software, hardware, or information. The replacement of any lost, stolen, damaged, or destroyed GIS Data shall be at the sole cost of Licensee.

(c) Licensee acknowledges and agrees that the GIS Data is developed and maintained solely for the County’s government functions and is not intended for any other use. Accordingly, Licensee assumes sole responsibility and liability for its use, application, and interpretation of the GIS Data and any products or information derived therefrom.

(d) Licensee shall comply with any and all requirements which may now or hereafter be imposed by O.C.G.A. § 50-29-2 or any successor or companion state statute, as the same may be amended or interpreted by decisional authority, governing the licensing or use of GIS Data.

3. **Uses of GIS Data.** Licensee shall not use the GIS Data in any manner or for any purpose not expressly and specifically authorized by this Agreement. Without limiting the generality of the foregoing, and in addition to all other provisions in this Agreement, the following restrictions and conditions shall apply.

(a) The GIS Data shall be used by Licensee for its internal use only in conjunction with Effingham County business or clients within Effingham County, but may be on any computer(s) owned by Licensee required for such internal use.

(b) GIS Data may not be duplicated by Licensee, in whole or in part; provided, however, that Licensee may duplicate the GIS Data for purposes of back-up and archival purposes only. Furthermore, Licensee shall not disclose, publish, sell, assign, lease, sublicense, market, distribute, loan, offer, or transfer the GIS Data, or any portion thereof, to any Person. Any unauthorized distribution of GIS Data, or any GIS Data derived products, is prohibited. Without limiting the foregoing, in no event shall Licensee use the GIS Data to operate a service bureau, nor shall Licensee engage in any processing of the GIS Data for other Persons.

(c) Licensee shall not alter, augment, or remove any copyright or proprietary notice contained in or on the GIS Data, and the absence of any such copyright or other notice in or on the GIS Data furnished to Licensee shall in no way diminish or impair the right, title, and interest of the County in and to the GIS Data.

4. Risk Assumed by Licensee; Warranties Disclaimed.

(a) Risk Assumed by Licensee. Licensee acknowledges that the GIS Data is complex, not the result of comprehensive site-specific field surveys, and that it may contain nonconformities, omissions, defects, or errors, and that the County assumes no obligation of any kind for correcting, updating, revising or remedying any such nonconformities, omissions, defects, or errors (or notifying Licensee of the existence thereof), whether or not Licensee advises the County of the existence of the same. Licensee is further advised that GIS Data is dynamic and the data elements are periodically updated. Work derived from outdated GIS databases could be incomplete and contain errors (in addition to those errors and omissions inherent or otherwise present in the GIS Data). For this reason, the use of updated data is recommended (it being acknowledged that Licensee is solely responsible for obtaining updated data, and that the County shall have no obligation or responsibility to notify Licensee of any such update(s)). **FURTHERMORE, LICENSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR INDUCEMENTS OF THE COUNTY OR THE COUNTY'S AGENTS, CONTRACTORS, OFFICIALS, REPRESENTATIVES, OR EMPLOYEES WITH RESPECT TO THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO. ACCORDINGLY, LICENSEE ASSUMES SOLE RESPONSIBILITY AND RISK FOR ANY USE OR RELIANCE UPON THE GIS DATA, THE THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO. WITHOUT LIMITING THE FOREGOING, LICENSEE EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY, CURRENCY, COMPLETENESS, NONINFRINGEMENT, AND OTHER QUALITIES OF THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREON OR DERIVED THEREFROM.** Any and all updated GIS Data hereafter furnished to Licensee shall be subject to the terms and conditions of this Agreement, including the disclaimers, releases, and indemnifications contained in this paragraph 4 hereof. The provisions of this paragraph shall indefinitely survive the termination of this Agreement.

Initials of Licensee (or its authorized representative): _____

(b) Warranties Disclaimed. **THE GIS DATA, THIRD-PARTY SOFTWARE, AND ANY INFORMATION AND DATA CONTAINED THEREON OR DERIVED THEREFROM IS PROVIDED TO LICENSEE ON AN "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATION, GUARANTY, OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, GUARANTIES, OR WARRANTIES THAT SAID GIS DATA, THIRD-PARTY SOFTWARE, AND ANY INFORMATION OR DATA CONTAINED THEREON OR DERIVED THEREFROM (I) IS FACTUALLY OR LEGALLY ACCURATE, AUTHENTIC, RELIABLE, ADEQUATE, CURRENT, OR COMPLETE; (II) WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS; OR (III) WILL BE FREE FROM ERROR OR OMISSION, OR THAT ANY ERRORS OR OMISSIONS WILL BE IDENTIFIED OR CORRECTED. THE COUNTY DISCLAIMS ALL WARRANTIES AND GUARANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COUNTY OR ELSEWHERE WILL CREATE ANY WARRANTY OR GUARANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL INDEFINITELY SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Initials of Licensee (or its authorized representative): _____

5. Release and Indemnification in Favor of County.

(a) Release in Favor of County. **IN ADDITION TO, AND NOT IN LIMITATION OF, ANY AND ALL OTHER RELEASES, INDEMNIFICATIONS, DISCLAIMERS, WAIVERS, AND OTHER PROTECTIONS AFFORDED HEREUNDER OR ELSEWHERE TO THE COUNTY, ITS AFFILIATED BOARDS, DEPARTMENTS, AND BODIES, OR ANY OF THEIR RESPECTIVE OFFICERS, OFFICIALS, MEMBERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR CONTRACTORS (COLLECTIVELY, THE "COUNTY RELEASED PARTIES"), LICENSEE HEREBY UNCONDITIONALLY,**

IMMEDIATELY, AND ABSOLUTELY (I) RELEASES, ACQUITS, AND FOREVER DISCHARGES THE COUNTY RELEASED PARTIES FROM ANY AND ALL CLAIMS, SUITS, LIENS, LOSSES, CAUSES OF ACTION, DEMANDS, DAMAGES, COSTS AND EXPENSES, AND OTHER LIABILITIES OF ANY KIND, CHARACTER, AMOUNT, OR NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, THAT LICENSEE MAY NOW OR HEREAFTER HAVE OR CLAIM TO HAVE AGAINST THE COUNTY RELEASED PARTIES, OR ANY OR ALL OF THE SAME, ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO, INCLUDING, WITHOUT LIMITATION, (A) ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE GIS DATA OR OTHER INFORMATION OR OTHER CONTENT PROVIDED REGARDLESS OF HOW CAUSED; AND (B) ANY DECISION MADE OR ACTION TAKEN BY ANY PERSON IN RELIANCE ON ANY SUCH GIS DATA OR OTHER INFORMATION OR CONTENT PROVIDED (COLLECTIVELY, THE "RELEASED CLAIMS"); AND (II) AGREES FOREVER TO REFRAIN FROM COMMENCING, INSTITUTING, OR PROSECUTING ANY LAWSUIT, COUNTERCLAIM, ACTION, OR OTHER CLAIM OR PROCEEDING AGAINST THE COUNTY RELEASED PARTIES, OR ANY ONE OR MORE OF THE SAME, WITH RESPECT TO ANY OR ALL OF THE RELEASED CLAIMS. THE PROVISIONS OF THIS PARAGRAPH SHALL INDEFINITELY SURVIVE THE TERMINATION OF THIS AGREEMENT.

Initials of Licensee (or its authorized representative): _____

(b) Indemnification in Favor of County. IN ADDITION TO, AND NOT IN LIMITATION OF, ANY AND ALL OTHER RELEASES, INDEMNIFICATIONS, DISCLAIMERS, WAIVERS, AND OTHER PROTECTIONS AFFORDED HEREUNDER OR ELSEWHERE TO ANY OR ALL OF THE COUNTY RELEASED PARTIES, LICENSEE HEREBY AGREES TO FULLY PROTECT, DEFEND, INDEMNIFY AND SAVE THE COUNTY RELEASED PARTIES, AND EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, DAMAGES, DEMANDS, PENALTIES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO LITIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES), AND OTHER LIABILITIES OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATING TO, EITHER DIRECTLY OR INDIRECTLY, ANY BREACH, VIOLATION OR NONPERFORMANCE OF THIS AGREEMENT ON THE PART OF LICENSEE OR ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR THE FAILURE OF ANY REPRESENTATION OR WARRANTY MADE BY LICENSEE HEREIN TO BE COMPLETELY TRUE AND ACCURATE. IN CASE ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE COUNTY RELEASED PARTIES, OR ANY ONE OR MORE OF THEM, BY REASON OF ANY SUCH CLAIMS, LICENSEE COVENANTS TO RESIST OR DEFEND SUCH ACTION OR PROCEEDING (AS INSTRUCTED BY THE COUNTY) BY AND THROUGH COUNSEL FULLY SATISFACTORY TO THE COUNTY. THE OBLIGATIONS OF LICENSEE CONTAINED IN THIS PARAGRAPH SHALL INDEFINITELY SURVIVE THE TERMINATION OF THIS AGREEMENT.

Initials of Licensee (or its authorized representative): _____

(c) Sovereign and Official Immunity Preserved. By entering into and performing the terms of this Agreement, none of the County Released Parties does in any way waive or otherwise impair their sovereign or official immunity from suit, and no actions taken by any of the County Released Parties in the future (or which any of the County Released Parties fails to take) shall be deemed to so waive or impair said immunity, and none of the County Released Parties shall in any event be estopped from asserting said sovereign or official immunity to the fullest extent granted by the Constitution and laws of the State of Georgia. Moreover, the doctrine(s) of sovereign and official immunity shall in no event be deemed to limit, restrict, or impair (to the disadvantage of any of the County Released Parties), the releases, waivers, indemnities, limitations, and other protections afforded to the County Released Parties, or any one or more of them, under this Agreement. The provisions of this paragraph shall indefinitely survive the termination of this Agreement.

6. Limitation of Liability; Sole and Exclusive Remedy.

IN NO EVENT WILL ANY OF THE COUNTY RELEASED PARTIES BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY GENERAL, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OF WHATEVER KIND OR AMOUNT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOSS OF GOODWILL, LOST REVENUE, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO, UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, IMPLIED WARRANTY, OR TORT (INCLUDING

PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE, OR NUISANCE), AND WHETHER OR NOT ANY OF THE COUNTY RELEASED PARTIES WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY PROVIDED HEREIN. WITHOUT IN ANY WAY LIMITING THE FOREGOING (AND ASSUMING FOR PURPOSES OF THIS SENTENCE INTER ALIA THE UNENFORCEABILITY OF THE FOREGOING OR ITS INABILITY TO BAR A SPECIFIC CLAIM FOR DAMAGES AGAINST ANY OF THE COUNTY RELEASED PARTIES), IN NO EVENT SHALL THE COUNTY RELEASED PARTIES' AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO, EXCEED THE AMOUNT PAID, IF ANY, BY LICENSEE FOR THE GIS DATA UNDER THIS AGREEMENT. RATHER, LICENSEE'S SOLE AND EXCLUSIVE RIGHT OR REMEDY AS TO THE COUNTY RELEASED PARTIES, OR ANY ONE OR MORE OF THEM, WITH RESPECT TO THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY MATTER PERTAINING THERETO, SHALL BE TO UNINSTALL AND CEASE USE OF SAID GIS DATA. EXCEPT FOR THE SOLE AND EXCLUSIVE REMEDY PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, LICENSEE FOREVER WAIVES AND RELINQUISHES ANY CLAIM, RIGHT, OR REMEDY AT LAW OR IN EQUITY IT MAY NOW OR HEREFTER HAVE AGAINST ANY OF THE COUNTY RELEASED PARTIES ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR OTHER MATTER PERTAINING THERETO. THE PROVISIONS OF THIS PARAGRAPH SHALL INDEFINITELY SURVIVE THE TERMINATION OF THIS AGREEMENT.

Initials of Licensee (or its authorized representative): _____

7. **Term and Termination.** The nonexclusive license granted hereunder shall continue until such time as it is terminated by either party. Licensee shall have the right to immediately terminate this Agreement by furnishing notice of such termination (and the reasons therefore) to the County. Without limiting other remedies at law or in equity, and in the event Licensee fails to fully and strictly perform and observe the terms of this Agreement (as determined by the County Manager or his designee), the County shall have the right to terminate this Agreement immediately by furnishing notice of such termination (and the reasons therefore) to Licensee. Furthermore, Licensee acknowledges that the County has the right to modify or discontinue its GIS licensing program (and to likewise terminate this Agreement) at any time whatsoever, without prior written notice to Licensee or any obligation to modify, replace, or make any refund with respect the GIS Data previously delivered to Licensee hereunder. Immediately upon termination of this Agreement, Licensee shall discontinue use of the GIS Data and delete from its computers, workstations, and other storage devices all copies of all or any portions of the GIS Data which are in its possession, custody, or control. Notwithstanding the termination of this Agreement for any reason, those provisions which are specifically intended to survive the termination of this Agreement (including, without limitation, paragraphs 4(a), 4(b), 5(a), 5(b), 5(c), 6, 11(k), and 11(n)) shall survive the termination of this Agreement and remain fully effective in accordance with their terms.

8. **Payment of License Fee.** NA

9. **Delivery of GIS Data.** The County shall make a copy of the GIS Data available to Licensee as soon as reasonably practicable given its other operational demands, and generally within fifteen (15) calendar days from the Effective Date. The County shall in no event be liable for any damages or penalty for delay in delivery or for failure to give notice of delay in delivery.

10. **Representations and Warranties of Licensee.** Licensee represents and warrants to the County that (all of which shall be deemed independently material notwithstanding any inspection, prior knowledge, or other inquiry by Lender or its agents):

(a) **Power, Authorization, and Validity.** If not a natural person, (i) Licensee is a corporation, limited liability company, or other legal entity duly formed and existing under the laws of the State of Georgia (or such other state where it was formed) as noted on page 1 of this Agreement, and has all requisite power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement and the performance of and compliance with all of the provisions hereof on the part of Licensee (A) are within the power, legal right, and authority of Licensee; (B) have been duly authorized by all necessary and appropriate action on the part of

Licensee; (C) have been duly executed and delivered on the part of Licensee; (C) are legal, binding, and valid as to Licensee; and (iii) the individual(s) signing this Agreement on behalf of Licensee has or have the right, legal power and actual authority to bind Licensee to the terms and conditions of this Agreement.

(b) Voluntary Agreement. Licensee (a) has had the opportunity to seek the advice of legal counsel as to their rights and responsibilities under this Agreement and of the legal effect thereof; (b) has read and fully understand the contents of this Agreement, and has voluntarily executed this Agreement free from duress, impairment, or undue influence of any kind; and (c) has made such independent review and evaluation, as well as all other decisions pertaining to the execution and delivery of this Agreement, without any reliance upon any oral or written representation, warranty, advice, or analysis of any kind whatsoever from County or its officials, contractors, representatives, or agents, however obtained.

In support of the foregoing, Licensee shall furnish to County prior to its receipt of the GIS Data such evidence or documents as may be required by legal counsel for County confirming that all of Licensee's representations and warranties set forth in this Agreement are true and correct, including, without limitation, such resolutions, agreements, or other documents evidencing the organizational standing and status of Licensee, and the authority of the person or persons who are executing the various documents on behalf of Licensee in connection with this Agreement.

11. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement is made between and limited to the County and Licensee, and no other Person shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever, except that the other County Released Parties (as defined herein) shall be entitled to the protections provided herein.

(b) No Assignment by Licensee. Licensee shall under no circumstances assign, hypothecate, encumber or otherwise transfer this Agreement or any interest, obligation, responsibility, license, or right hereunder. Without limiting the foregoing, the above restriction on assignments and transfers shall apply to assignments and transfers by operation of law, as well as by contract, merger, or consolidation.

(c) Neutral Construction; Exhibits. The parties hereto acknowledge that this Agreement was jointly reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. Any exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

(d) Interpretation. All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and "include" or "including" shall mean including without limitation. "Person" means an individual, partnership, corporation, trust, unincorporated association, limited liability company, joint venture or other entity of whatever nature or description. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. Whenever the context requires, each gender shall include all other genders. In the event that any date or any period provided for in this Agreement shall end on a day that is not a business day (i.e. any day other than a Saturday, Sunday or other day on which commercial banks in Springfield, Georgia are authorized or required to be closed), the applicable date or period shall be extended to the first business day following such non-business day.

(e) No Waiver. Any failure of the County to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or the County's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by the County for any such violation. No provision, covenant or condition of this Agreement may be waived by the County unless such waiver is in writing and signed by such party.

(f) Time of the Essence. Time is of the essence of all provisions of this Agreement.

(g) Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or other electronic transmission (e.g. pdf via email, etc.), and the signature page of either party to any counterpart may be appended to any other counterpart. The parties further expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission of any counterpart hereto shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party.

(h) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Licensee further acknowledges that no promises, representations, inducements, agreements, or warranties, have been made to induce the execution of this Agreement by the County or any other Person, and Licensee acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

(i) Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

(j) Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

(k) Governing Law; Venue. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED UNDER AND ACCORDING TO THE LAWS OF THE STATE OF GEORGIA, AND LICENSEE AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT, THE GIS DATA, THIRD-PARTY SOFTWARE, OR ANY INFORMATION OR DATA CONTAINED THEREIN OR DERIVED THEREFROM, OR ANY OTHER MATTER PERTAINING THERETO, SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF EFFINGHAM, STATE OF GEORGIA, OR, TO THE EXTENT JURISDICTION APPLIES, THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA, AND LICENSEE AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE AFORESAID COURTS AND DOES FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION. LICENSEE FURTHER ACKNOWLEDGES THAT IT HAS NO EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT OTHER THAN AS SPECIFIED HEREINABOVE, AND THE LICENSEE COVENANTS AND AGREES IT SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT EXCEPT AS SPECIFIED HEREINABOVE, AND THAT THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED BY OR ON BEHALF OF LICENSEE IN ANY OTHER COURT.

(l) Survival. All terms, conditions, covenants, representations, and warranties contained in this Agreement or any certificate or other writing delivered pursuant hereto or in connection herewith, shall survive any investigation made by (or prior knowledge of) the County, and no part of this Agreement shall be deemed merged with any document or instrument executed in connection herewith.

(m) Successors Bound. Subject to the provisions of subparagraph (b) hereinabove, this Agreement, and each and every provision hereof, shall be binding upon and shall insure to the benefit of the County and Licensee, their respective successors, successors-in-title, heirs, legal representatives, and assigns, as the case may be.

(n) Attorney's Fees. In the event Licensee should default under any of the provisions of this Agreement and the County should employ attorneys, accountants, or other experts or incur other expenses for the collection of amounts due it hereunder or the enforcement of performance or observance of any obligation or agreement on the part of Licensee herein contained for its benefit, Licensee agrees that it shall on demand therefor pay to the County the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the County. Any attorney's fees required to be paid by Licensee under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

(o) Effective Date. This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as indicated on the signature page(s) to this Agreement), and any reference to the "date of this Agreement," the "date hereof," or any similar phrase shall refer to and mean the date of such approval and execution by all of the parties hereto.

(p) Relationship of Parties. This Agreement is entered into pursuant to O.C.G.A. § 50-29-2 and represents a licensing agreement only. Accordingly, this Agreement in no way establishes or evidences a partnership, joint venture, or relationship between the parties, except that of licensor and licensee as set forth herein. In no event shall Licensee considered or deemed an agent, representative, or employee of the County for any purpose, and will have no authority to bind the County or otherwise incur liability on behalf of the County for any reason whatsoever. Licensee shall be responsible for payment of all taxes, fees, assessments, or levies on the items covered by this Agreement or arising out of or imposed by reason of the transactions contemplated by this Agreement.

(q) Initials Not Required. The failure of Licensee to initial any portion of this Agreement shall not be interpreted to indicate Licensee's rejection or modification of, or its disagreement with, the related provisions(s), but such initials are provided for the County's convenience only, and Licensee shall in all cases be deemed to have accepted all provisions of this Agreement whether or not the same are initialed, and regardless of whether the provisions or any portion thereof are conspicuously located or presented (it being acknowledged that such provisions shall be binding regardless of the font size or whether capitalized, underlined, bolded, italicized, or otherwise differentiated).

(r) Nonexclusive Remedies. Licensee expressly acknowledges and agrees that its failure to perform or observe any of the terms or conditions under this Agreement may result in irreparable harm and monetary damages to County for which there may be no adequate remedy at law, and in the event of any breach or threatened breach of this Agreement on the part of Licensee (and notwithstanding the availability of any adequate remedy at law), County shall be entitled, if it so elects, to seek and obtain injunctive or other equitable relief in any court of competent jurisdiction, as County may deem appropriate. County's right and election to seek and obtain any such injunctive or equitable relief shall be cumulative and in addition to, and not in lieu or limitation of, any and all other rights and remedies now or hereafter existing at law or in equity or by statute, including, but not limited to, the right to recover monetary damages.

(s) Reciprocal Agreement. As part of this Agreement, Licensee shall provide the County with GIS data(s) developed by Licensee at the request of the County. Licensee grants to the County a license to utilize GIS Data for County business.

[Effingham County GIS Data License Agreement – Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the Effective Date, and same shall be considered binding upon both parties.

COUNTY:

EFFINGHAM COUNTY, GEORGIA

(OFFICIAL SEAL)

LICENSEE:

_____(L.S.)
(Print) (If not a natural person)

(CORPORATE SEAL)

By: _____
(Sign)

Name: _____
(Print)

Title: _____
(Print)

Date: _____, 20__

By: _____
(Sign)

Name: _____
(Print)

Title: _____
(Print)

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EXHIBIT A – DATA SHARE MATRIX

Exhibit A - Data Share Matrix

Owner:	Effingham County	Layers Total: 104	Layers Shared: 95
Share:	City of Guyton	Layers Total: 35	Layers Shared: 32

Role Definitions:
Owner - Entity ultimately responsible for the data content, accuracy, and currency. Entity has full control of data sharing.
Access-Owner Share (A-O) - Owner grants read-only access. Must go to owner for approval to share data (i.e. SHP).
Access-Share (A-S) - Owner grants read-only access AND permission to share data.
No Access-No Share (N-N) - The owner does not wish to share this data layer.

Layer ID	Layer	County (1)	Guyton (1)	Comment
1	Address Points	A-O		
2	Base Flood Elevations	N-N		
3	Bridges	A-O		
4	Building Footprints	A-O		
5	Census Block Groups	A-O		
6	Census Blocks 2020	A-O		
7	Census Tracts	A-O		
8	City Boundaries	A-O		
9	Commissioner Districts	A-O		
10	Communication Towers	A-O		
11	Communities	A-O		
12	County Boundary	A-O		
13	Driveways	A-O		
14	Elementary School Districts	A-O		
15	EMS Districts	A-O		
16	Encumbrance	A-O		
17	Evacuation Areas	A-O		
18	Exterior Light	A-O	A-O	
19	Facility Site Points	A-O		
20	Facility Sites	A-O		
21	Field Notes	N-N	N-N	
22	Field Notes Edit	N-N	N-N	
23	Fire Districts	A-O	A-O	
24	Fire Hydrants	A-O	A-O	
25	Fire Stations	A-O	A-O	
26	FIRM Panels	N-N		
27	Flood Zones	N-N		
28	Georgia Militia Districts	A-O		
29	Groundwater Pollution Susceptibility	A-O		
30	Groundwater Recharge	A-O		
31	High School Districts	A-O		
32	Land Use	A-O		
33	Legacy Encumbrance	A-O		
34	Library	A-O		
35	LMIG 2022	A-O		
36	Medical Facilities	A-O		
37	Middle School Districts	A-O		
38	Museum	A-O		
39	Outgrant	A-O	A-O	
40	Parking	A-O		
41	Poles	A-O		
42	Police Stations	A-O		
43	Polling Place	A-O		
44	Post Offices	A-O		
45	Projects Complete (Projects)	N-N	N-N	
46	Projects Future	N-N		
47	Railroads	A-O		

Exhibit A - Data Share Matrix

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No Access-No Share (N-N) - The owner does not wish to share this data layer.

Layer ID	Layer	County (1)	Guyton (1)	Comment
48	Recycling Pickup	A-O		
49	Reuse Fittings	A-O		
50	Reuse Lines	A-O		
51	Reuse Meters	A-O		
52	Reuse Sample Station	A-O		
53	Reuse Valves	A-O		
54	Road Centerlines	A-O		
55	Road Names	A-O		
56	Scanning Projects	N-N		
57	Schools	A-O		
58	Septic Tank	A-O	A-O	
59	Service Areas	A-O		
60	Sewer Cleanout	A-O	A-O	
61	Sewer Fittings	A-O	A-O	
62	Sewer Lines	A-O	A-O	
63	Sewer Manhole	A-O	A-O	
64	Sewer Pumpstation	A-O	A-O	
65	Sewer Pumpstation Area	A-O	A-O	
66	Sewer Treatment Plant	A-O	A-O	
67	Sewer Treatment Plant Area	A-O	A-O	
68	Sewer Valves	A-O	A-O	
69	Sheriff Patrol Zones	A-O		
70	Sidewalks	A-O	A-O	
71	Sign Inventory	A-O	A-O	
72	Simultaneous Conveyance	A-O		
73	Soils	A-O		
74	State House District	A-O		
75	State Senate District	A-O		
76	Storage Tank	A-O	A-O	
77	Stormwater Lines	A-O	A-O	
78	Stormwater Points	A-O	A-O	
79	Stormwater Ponds	A-O	A-O	
80	Streams and Rivers	A-O		
81	Structure	A-O	A-O	
82	Subdivisions Tied to Water	A-O		
83	Tax Map Index	A-O		
84	Tax Parcels With Labels	A-O		
85	Trash Pickup	A-O		
86	TSPLOST	A-O		
87	Two Foot Contours	A-O		
88	Urbanized Areas	A-O		
89	Urbanized Roads	A-O		
90	US House Districts	A-O		
91	Utility Gaps	A-O	A-O	
92	Voting Precincts	A-O		
93	Water Bodies	A-O		
94	Water Fittings	A-O	A-O	

Exhibit A - Data Share Matrix

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No Access-No Share (N-N) - The owner does not wish to share this data layer.

Layer ID	Layer	County (1)	Guyton (1)	Comment
95	Water Hydrants	A-O	A-O	
96	Water Lines	A-O	A-O	
97	Water Meters	A-O	A-O	
98	Water Sample Sites	A-O	A-O	
99	Water Sources	A-O	A-O	
100	Water Valves	A-O	A-O	
101	Water Wells	A-O	A-O	
102	Wetlands	N-N		
103	Zip Codes	A-O		
104	Zoning	A-O	A-O	Guyton shared to County August 18, 2022.

Notes:

- Blank fields indicate no data for that owner.

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT EFFECTIVE
AUGUST 9, 2022**

This First Amendment to Intergovernmental Agreement Effective August 9, 2022 is made effective as of the ___ day of _____, 2023 by and between the Effingham County School District, acting by and through its duly elected Board of Education (the “School District”) and the City of Guyton (the “City”).

WITNESSETH:

WHEREAS, the School District and City executed an Intergovernmental Agreement (“Agreement”) with an effective date of August 9, 2022, a true and correct copy of which is attached hereto as Exhibit A; and

WHEREAS, the parties desire to amend the Agreement to address a change in pricing and ownership of the water line referenced in the Agreement,

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained and contained in the Agreement, the adequacy and sufficiency of which is hereby acknowledged under seal, the parties hereto do amend the Agreement as follows:

A. Paragraph 2 of the Agreement shall be amended to now read in its entirety as follows:

2. Cost of Water Line Extension. The parties shall share equally in the costs of installing the two-inch water line, as well as any other costs associated with the project. The current estimated total cost is approximately \$49,100.00, which includes the cost of labor and materials (including the water meter).

B. Paragraph 4 of the Agreement shall be amended to now read in its entirety as follows:

4. Ownership of Infrastructure. The School District shall be the sole owner of all infrastructure installed pursuant to this Agreement other than the meter. The

City shall own the meter that is installed pursuant to this Agreement.

C. Except as herein modified, the parties hereby republish and ratify all other provisions of the Agreement.

Executed in the presence of:

Witness the hand and seal
of the undersigned:

CITY OF GUYTON

By: _____ (SEAL)
Hon. Russ Deen
Mayor, City of Guyton

WITNESS

NOTARY PUBLIC

This Agreement is approved as to form:

By: _____
Benjamin M. Perkins
City Attorney,
City of Guyton

Executed in the presence of:

Witness the hand and seal
of the undersigned:

EFFINGHAM COUNTY
SCHOOL DISTRICT

By: _____(SEAL)

Dr. Yancy Ford
Superintendent

WITNESS

NOTARY PUBLIC

EXHIBIT A

**Intergovernmental Agreement between the School District and City effective
August 9, 2022**

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made effective as of the 9 day of August 2022 by and between the Effingham County School District, acting by and through its duly elected Board of Education (the “School District”) and the City of Guyton (the “City”).

WITNESSETH:

WHEREAS, pursuant to Art. IX, Sec. III, Para. 1 of the Constitution of the State of Georgia, the School District and the City of Guyton are authorized to enter into intergovernmental agreements for periods not exceeding fifty (50) years in connection with activities such government entities are authorized to undertake, such as “the provision of services or for the joint or separate use of facilities or equipment;” and

WHEREAS, the School District is the fee owner of property located at 477 Live Oak Drive, Guyton, Georgia 31312 (Parcel No. 02960043) (the “School District’s Property”); and

WHEREAS, the City’s existing water system serves certain property adjacent to the School District’s Property; and

WHEREAS, the City’s existing water system does not currently serve the School District’s Property; and

WHEREAS, the School District desires that its Property be served by the City’s water system; and

WHEREAS, the School District operates on its Property an Agricenter where local youth of Effingham County and surrounding municipalities can learn about agriculture; and

WHEREAS, the School District and City agree that the extension of the City’s existing water system to serve the School District’s property would benefit both parties to this Agreement as well as the citizens and residents of Effingham County and the City of Guyton; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained, the adequacy and sufficiency of which is hereby acknowledged under seal, the School District and the City hereby agree as follows:

1. Extension of Water Line. The City shall extend a two-inch water line to the Agricenter on Honey Ridge Road, as shown on Exhibit 1.
2. Cost of Water Line Extension. The parties shall share equally in the costs of installing the two-inch water line, as well as any other costs associated with the project. The current estimated total cost is approximately \$13,200.00, which includes the cost of labor and materials (including the water meter).
3. Encroachment on County Right of Way. All facilities to be installed under this Agreement shall be installed in right-of-way owned by Effingham County. The City's performance of its obligations under this Agreement is thus contingent on it securing from the governing authority of Effingham County an encroachment permit to place within the County right-of-way the water line extension contemplated under this Agreement.
4. Ownership of Infrastructure. The City shall be the sole owner of all infrastructure installed pursuant to this Agreement.
5. Cost of Water Service. Upon installation of the water line contemplated by this Agreement, the School District shall purchase water services from the City at the rate for such services published in the City's fee schedule.
6. Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of all heirs, executors, administrators, successors and assigns of the respective parties hereto. All additions or modifications to this Agreement shall only be in writing and signed by all parties and shall become an addendum to this Agreement. No verbal agreements of any kind between the parties regarding the subject matter of this Agreement shall be binding upon the parties.
7. Governing Law and Venue. This Agreement and all other documents or instruments delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event of a dispute arising from this Agreement, the parties agree that the action shall be filed in the Superior Court of Effingham County, Georgia.

8. Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by electronic mail, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document.

9. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire agreement, will be inoperative.

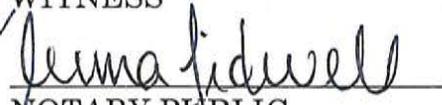
10. Exhibits. All Exhibits are hereby incorporated and made a part of this Agreement as if expressly set forth herein.

Executed in the presence of:

Witness the hand and seal
of the undersigned:



WITNESS


NOTARY PUBLIC

CITY OF GUYTON

By:  (SEAL)
Hon. Russ Deen
Mayor, City of Guyton



This Agreement is approved as to form:

By: _____
Benjamin M. Perkins
City Attorney,
City of Guyton

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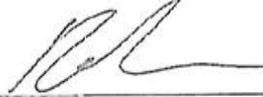
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Witness the hand and seal
of the undersigned:

WITNESS

NOTARY PUBLIC

CITY OF GUYTON

By:  (SEAL)

Hon. Russ Deen
Mayor, City of Guyton

This Agreement is approved as to form:

By:



Benjamin M. Perkins
City Attorney,
City of Guyton

Executed in the presence of:

Witness the hand and seal
of the undersigned:

EFFINGHAM COUNTY
SCHOOL DISTRICT

By: Yancy Ford (SEAL)

Dr. Yancy Ford
Superintendent

Timea Mauer

WITNESS

Mariella S. Manhattan

NOTARY PUBLIC



EXHIBIT 1

Guyton—Honey Ridge Road Water Service Extension Rendition



Guyton- Honeyridge Rd. Water Svc. Extension



- Legend**
- Water Lines**
- Water Main Line
 - Water Service Line
 - Water Fire Line
 - Water Main Line - Proposed
 - Water Service Line - Proposed
 - Water Fire Line - Proposed
 - Water Main Line - Abandoned
 - Water Service Line - Abandoned
 - Water Fire Line - Abandoned
- Water Fittings**
- Cap or plug fitting
 - Reducer
 - Tapping sleeve
 - Other fittings
- Water Valves**
- Water Valves
- Water Meters**
- Water Meters
- Water Hydrants**
- Water Hydrants
- Fire Hydrants**
- Fire Hydrants
- Water Source**
- External Water Utility
 - Natural Water Body
 - Other
 - Reservoir
 - TBD
 - Water Tank
 - Water Well
- Address Points**
- Address Points
- Tax Parcels With Labels**
- Tax Parcels With Labels
- Town Boundary**
- Town Boundary
- Roads**
- Roads
- Road Names**
- Road Names

8 Aug, 2022

Note:
 Proposed Service from fire hydrant to 30' past entrance located at 477 Honeyridge Rd.

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



COASTAL COMFORT SYSTEMS LLC

Air Conditioning, Heating and Refrigeration

7306 GA Hwy 21, Suite 101-254
Port Wentworth, Georgia 31407
(912) 313-2394

Invoice No 09143

Date: 2-22-23

CUSTOMER NAME
City of Gayton

ADDRESS
310 Central Blvd.

CITY/STATE/ZIP
Gayton GA 31512

CONTACT NAME

JOB LOCATION
Bygm

PHONE NO.

JOB PHONE NO.

PO.#

JOB TYPE
 RES. COMM. SVC. AGR. WARR. REF. INSTALL REPAIR

METHOD OF PAYMENT
 CASH
 CHECK
 DRIVER'S LIC. NO. _____
 CREDIT CARD MC VISA
 DISCOVER AM. EX.
 EXP. DATE _____
 CC NO. _____

WORK PERFORMED

QTY.	MATERIAL	AMOUNT
1	Locate faulty sleeve bracing & determine corrective action needed (mis-meas - 010/118)	79.00
1	Locate Part & Availability through Trane (mis-meas - 011/289)	65.00
MATERIALS TOTAL		144.00
OTHER		AMOUNT
TOTAL		223.75

DESCRIPTION OF WORK	
<i>We arrived to check with 1. We</i>	
<i>found sleeve bracing torn apart</i>	
<i>We contacted supplier to locate</i>	
<i>Part & Availability on 2 sleeves through</i>	
<i>Trane, Blower control & Blower Pulley</i>	
<i>Installed \$3760.00</i>	
EQUIPMENT MAN.	DIAGNOSTIC CHARGE 75
MOD. NO.	TOTAL OTHER 79
SER. NO.	TOTAL MATERIALS 144
FILTER SIZE/QTY.	
SERVICE TECHNICIAN	
CUSTOMER SIGNATURE <i>[Signature]</i>	TOTAL 223.75

White - Original

Yellow - Customer

Pink - Job Location

Advertising Contract



Date: 03/01/2023
Account #: 00001076
Sales Rep: Henderson, Lane
Proposal #: 71990

City of Guyton
Meketa Hendricks-Brown
310 Central Blvd
Guyton, GA 31312

Advertiser: City of Guyton
Terms: Net 30
PO #:

**Thank you for your ad placement.
Ad materials are due 03/10/2023.
Email invoice to -
meketa.brown@cityofguyton.com**

Schedule			Amount Per Ad Order		
Publication:	Georgia Trend	Rate:	GT20	Freq:	
Quantity:	25 copies	Section:			
Ad Size:	CO-OP				1,649.00
Position:	Effingham Focus				
Colors:					

Schedule of Advertising							
Publication	Issue	Ad Size	Position	Color	Caption	Status	Net
Georgia Trend	May 2023	CO-OP	Effingham Focus			Scheduled	1,649.00
Schedule Total:							1,649.00
Accepted:						Grand Total All Schedules:	1,649.00

Advertiser _____ Date _____

_____ Date _____



Walking Trail Improvement Proposal

The Guyton Walking Trail needs a few minor adjustments to improve appearance and promote the existing natural beauty of our resource. This could be accomplished using EOM labor, our facilities director, and/or the use of our prisoner work force.



The plants above are in poor condition and should be removed.



The brick boxes shown above are in a state of disrepair and should be removed. Plants in the planters should be removed as well, leaving the trees to match the rest of the trail. All bricks removed should be preserved to repair the existing planters by Guyton Elementary.



The brick planters shown above should be weeded, and the existing plants should be cut back and landscaped with pine straw or mulch to discourage weed and grass growth in the planters. The main center trees of each planter should be either left alone or lightly trimmed. Damage to the brick portions should be repaired with the bricks from the dismantled planters listed previously.