



WATER AND WASTEWATER MASTER PLAN

Prepared by



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1. EXECUTIVE SUMMARY

Harris County commissioned Carter & Sloope, Inc. (C&S), the county's long-term water and wastewater consultant, to prepare a Master Plan for water and wastewater infrastructure improvements within the County. The overall goal of the report herein is to assess current operations and functionality of the County's existing water and wastewater systems, identify deficiencies, and prioritize recommended improvements for the next five (5) years. This study was prepared in consultation with Harris County staff, Columbus Water Works, and private developers in the County.

Previous studies for Harris County's water and/or sewer systems have been conducted, including a 1999 Water and Wastewater Service Delivery Plan for Southwest Harris County prepared by Jordan, Jones & Goulding and a 2002 Engineering Report for Water System Improvements prepared by C&S. However, a master plan has not been prepared for Harris County within the past twenty (20) years.

The focus of the report is to assess the existing water and wastewater infrastructure age and capacity. The County does not currently have an up-to-date hydraulic model, a computer-based hydraulic simulation of the water distribution system. Therefore, this report does not identify hydraulic deficiencies within the water system. Moving forward, a hydraulic model will be a critical tool in order to design and maintain a comprehensive long-term master plan.

Approximately \$23 million in capital improvements have been identified to replace aging infrastructure and to accommodate future residential, commercial, and industrial growth within the County. It is projected that Harris County has adequate water supply and storage to meet projected water demands for at least the next five (5) years. However, this will require that the County supplement production from its water treatment plant with water purchased from other systems, primarily Columbus Water Works. An expansion to the County's water treatment plant is unlikely due to the inability to obtain approval from Georgia Power Company (GPC) and the Georgia Environmental Protection Division (GA EPD) for an increase to the current 3 million gallons per day (MGD) water withdrawal permit. Additionally, the use of groundwater to supply a system as large as Harris County's is not viable. As such, the County's dependency on other systems will only increase as growth continues in the southern portion of the County.

Compared to the water system, Harris County's sewer system is much smaller, as it is currently limited to only serving the Mulberry Grove development located in the southern part of the County. The County does not have any wastewater treatment capacity. Instead, sewage is pumped to Columbus Water Works's sewerage system where it is eventually treated at the South Columbus Water Resource Facility. While Harris County owns and operates the sewerage infrastructure, the Grove development controls all the capacity by contract. Unless the Mulberry Grove development agrees to transfer or share some of this capacity, future developments will be required to utilize onsite treatment such as septic tanks. In addition, designing, siting, and constructing a new wastewater treatment plant is currently cost prohibitive.

This master plan begins with an evaluation of the Harris County water treatment and distribution system, including a summary of the existing water infrastructure, demands, operating expenses, and areas of concern in Section 2.1. Population and water demands for the next twenty (20) years are projected in Section 2.2. A list of recommended capital improvement projects is shown in Section 2.3. An evaluation of the Harris County sewerage system is included in Section 3.

2. HARRIS COUNTY WATER SYSTEM

2.1 Existing Water System

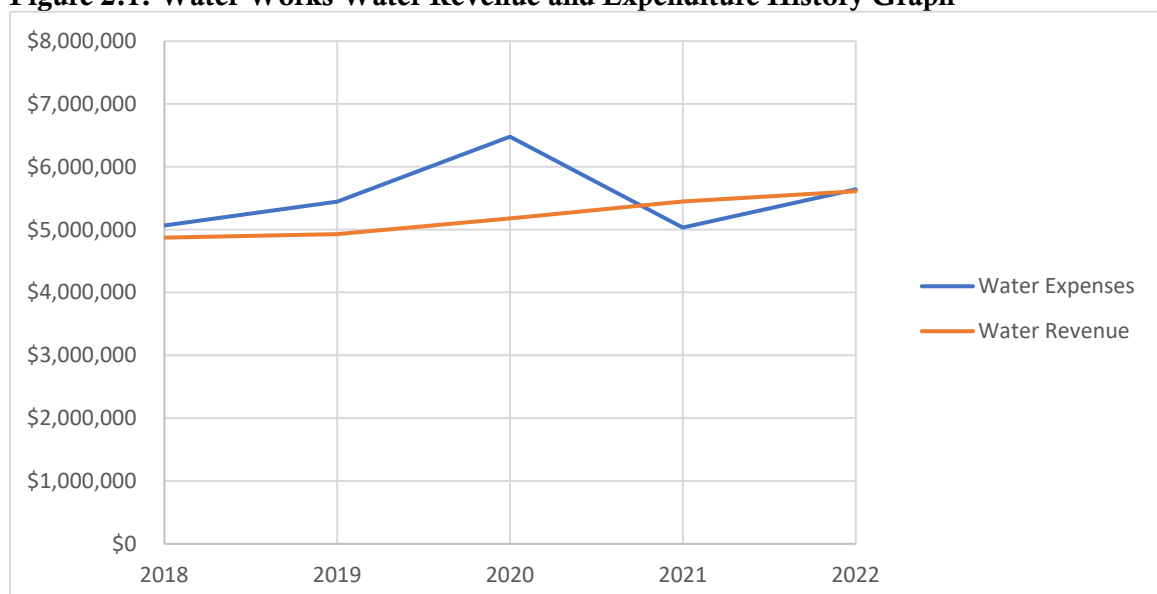
2.1.1 Overview

The Harris County water system has been in operation since 1980. Initially, water was supplied by wells and only served a small number of residential customers, primarily through 6" water mains. Prior to 1970, there had been little to no growth in the County, so it was believed that the infrastructure would be adequately sized. However, since 1970, the population of Harris County has increased by an average of 25% every 10 years (see Section 2.2 for Population and Water Demand Projections). As population growth continued, groundwater wells were not able to supply the increase in water demand. Around 1990, a 1.0 MGD filter plant was constructed near Bartlett's Ferry Dam in Southwest Harris County. This plant was further expanded to 3.0 MGD to serve growth in the western portion of the system. Around that same time, booster pump stations were installed to pull water from Columbus Water Works to serve the eastern portion of the system. Today, Harris County Water System provides water to over 9,000 customers and a population of approximately 22,300.

The water system currently includes 27 full-time employees in three core divisions to treat and deliver potable drinking water in Harris County: Administrative (7), Treatment (10), and Distribution (10). The administrative division is responsible for overall supervision of the water works enterprise fund, including customer service, and billing. The treatment division operates the 3 MGD filter plant. Everything required to withdraw raw water from the Chattahoochee River and treat for potable distribution, including operations and maintenance of the plant, are under the purview of the treatment division. The distribution division is responsible for maintenance of water lines, pump stations, storage tanks, repairs, leaks, water meters, and all appurtenances required to distribute potable water from the water plant to the end user.

Figure 2.1 below shows Harris County's water expenses and revenues for the past five (5) fiscal years from annual audits. A more detailed assessment of Harris County's revenues and expenses is included in the accompanying Water and Sewer Rate Study.

Figure 2.1. Water Works Water Revenue and Expenditure History Graph



2.1.2 Existing Water Distribution System

The Harris County water distribution system (See Water System Map in Appendix A) consists of the following:

A. 27 Total Full-Time Employees

- 7 – Administration
- 10 – WTP Plant
- 10 – Distribution

B. Raw Water Pump Station (to pump raw water from the Bartlett's Ferry Reservoir to the water treatment plant)

- 2 – 95 HP Vertical Turbine Pumps rated at 2,100 gpm @ 95' TDH each

C. Water Treatment Plant (to pump treated water into the distribution system)

- 2 – 30 HP High Service Pumps rated at 1,400 gpm @ 50' TDH each

D. 10 Booster Pump Stations (BPS):

The booster pump stations in Harris County pump water from a lower pressure zone (either within Harris County or from CWW) to a higher pressure zone to account for differences in elevation.

- Barnes Mill Rd BPS – 750 gpm @ 120' TDH
- Holland Rd BPS – 500 gpm @ 119' TDH
- Hwy 219 BPS – 350 gpm @ 122' TDH
- North L St. – 360 gpm @ 100' TDH
- Mountain Hill Rd BPS
 - 2 – 100 HP pumps rated at 700 gpm 298' TDH each
 - 2 – 75 HP pumps rated at 500 gpm 371' TDH each
- 4 booster pump stations at CWW Interconnects – 1,800 gpm (2.6 MGD) total
 - McKee Rd BPS – 1,000 gpm @ 260' TDH
 - Field investigations determined that this pump station is operating closer to 1,000 gpm @ 260' TDH rather than the original design operating point of 800 gpm @ 319' TDH. CWW estimates that the maximum allowable flow rate for the McKee Rd BPS is 1,200 gpm without negatively affecting CWW's water system.
 - Mehaffey Rd BPS – 250 gpm @ 230' TDH
 - CWW estimates that the Mehaffey Rd BPS is currently at the maximum allowable flow rate without negatively affecting CWW's water system.
 - US 27/Veterans Pkwy BPS – 300 gpm @ 195' TDH
 - The flow rate is expected to increase to 560-650 gpm by replacing the existing 6" water main with a 12" main as part of the GDOT utility relocation project currently under construction and is expected to be completed by the end of 2024. Upsizing the existing pumps could further increase the BPS flow rate to approximately 1,500 gpm (2.16 MGD) without any further water main improvements.
 - Warm Springs Rd BPS – 250 gpm @ 320' TDH
 - CWW estimates that the Warm Springs Rd BPS is currently at the maximum allowable flow rate without negatively affecting CWW's water system.

- E. **8 Elevated Water Storage Tanks – 2.5 MG Total**
 - East Bonacre Tank – 300,000 Gallons, Overflow El. 825.61 ft.
 - Cataula Tank – 200,000 Gallons, Overflow El. 825.61 ft.
 - East Ellerslie Tank – 500,000 Gallons, Overflow El. 872.74 ft.
 - Hwy 315 (E. Ellerslie) Tank – 200,000 Gallons, Overflow El. 872.74 ft.
 - Koch Foods (Hwy 116) Tank – 500,000 Gallons, Overflow El. 1024 ft.
 - High School (Blue Springs Rd) Tank – 500,000 Gallons, Overflow El. 909 ft.
 - Kings Gap Tank – 250,000 Gallons, Overflow El. 1095.25 ft.
 - Jail Storage Tank – 50,000 Gallons, Overflow El. 841.4 ft.

- F. **4 Ground Water Storage Tanks/Standpipes – 1.925 MG Total**
 - Hwy 219 Standpipe – 500,000 Gallons, Overflow El. 909 ft.
 - Wright Rd (Whitesville) Standpipe – 225,000 Gallons, Overflow El. 910 ft.
 - Mountain Hill Ground Storage Tank – 1,000,000 Gallons
 - WTP Clearwell – 200,000 Gallons

- G. **Meters – 9,445 Total**
 - Residential: 9303
 - Commercial: 141
 - Industrial: 1

- H. **Water Mains**

The County owns and maintains approximately 510 miles of water mains ranging from 2” to 24” in diameter. The material of the pipe varies based on age, size, and location.

- I. **SCADA System**

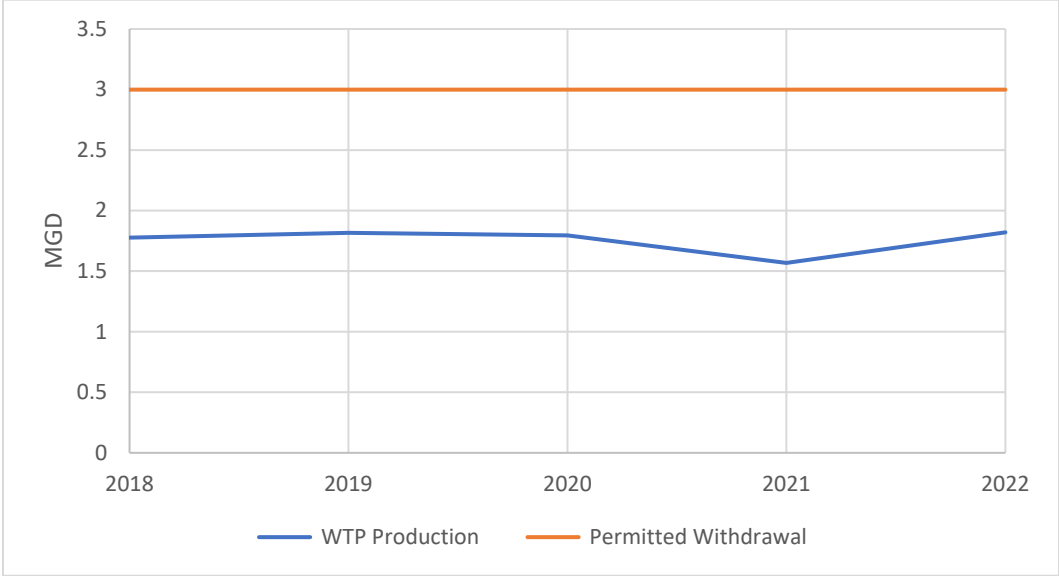
Harris County Water Works utilizes a Supervisory Control and Data Acquisition (SCADA) system to monitor and analyze pumps and tanks in the water system in real time. Additionally, the SCADA system allows for the County to automate booster pump station operation based on tank levels and/or system pressures. Harris County uses MR Systems as their SCADA provider.

2.1.3 Treated Water Sources

Harris County distributes treated water into its water distribution system through four (4) sources:

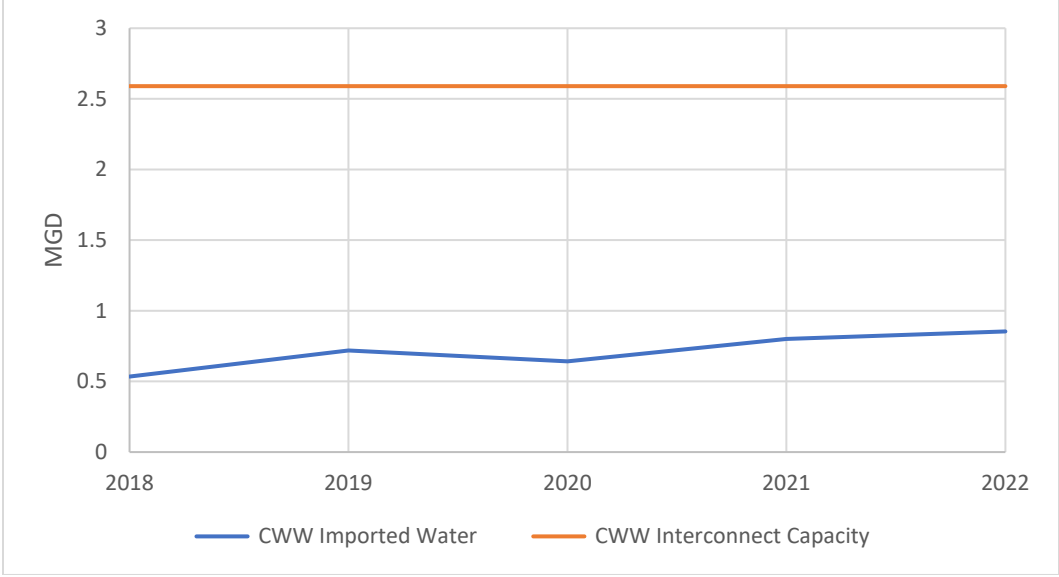
- A. **Harris County Water Treatment Plant (WTP)** – The Harris County WTP (WSID No. 1450011) located at 1515 Bartletts Ferry Road is permitted by GA EPD to withdraw and treat up to 3 MGD on both a monthly average and maximum day. The raw water source is Bartlett’s Ferry Reservoir, owned by GPC, located within the Chattahoochee River Basin (Surface Water Withdrawal Permit No. 072-1224-01). Based on the 1999 agreement between Harris County and GPC (Appendix B), Harris County is charged based on the hydroelectric energy and capacity lost due to water withdrawal at GPC’s monthly average peak production cost. In 2022, the average volume of water produced by the Harris County WTP was 1.82 MGD with a peak of 2.11 MGD in June 2022, well below its permitted capacity.

Figure 2.2. Historical Harris County Water Treatment Plant Production



B. **Columbus Water Works (CWW) Department** – Treated water is purchased from CWW (WSID No. 2150000) on an as-needed basis. The County has four (4) connections with CWW located at McKee Road, Mehaffey Road, US 27/Veterans Parkway, and Warm Springs Road (Shown in the Harris County Water System Map, Appendix A). There is no minimum or maximum amount stated in the 1996 Water Purchase Contract with CWW (Appendix C). However, the booster pump stations currently have a maximum capacity of 2.59 MGD. In 2022, the average volume of water purchased by Harris County from CWW was 0.85 MGD, with a peak of 1.226 MGD in June 2022.

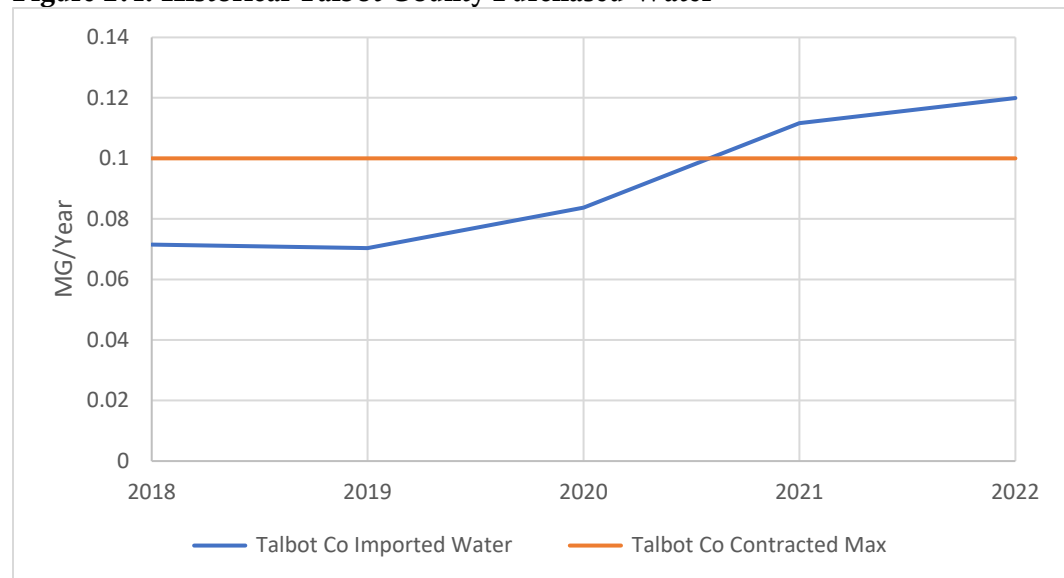
Figure 2.3. Historical CWW Purchased Water



- C. **Talbot County Water Works** – Treated water is purchased from Talbot County (WSID No. 2630005) to serve about 406 customers in the Oak Mountain and Waverly Hall area in the eastern portion of the County. Since this area is not hydraulically connected to the rest of Harris County’s water system, these 406 customers must be served by water purchased from Talbot County. The 2017 Water Purchase Contract (Appendix D) states that the volume of water supplied by Talbot County shall be up to 3,000,000 gallons per month or approximately 100,000 gallons per day. In 2022, the average volume of water purchased by Harris County from Talbot County was approximately 130,000 gpd, with a peak of 195,500 gpd in August 2022. The current usage exceeds the contracted maximum.

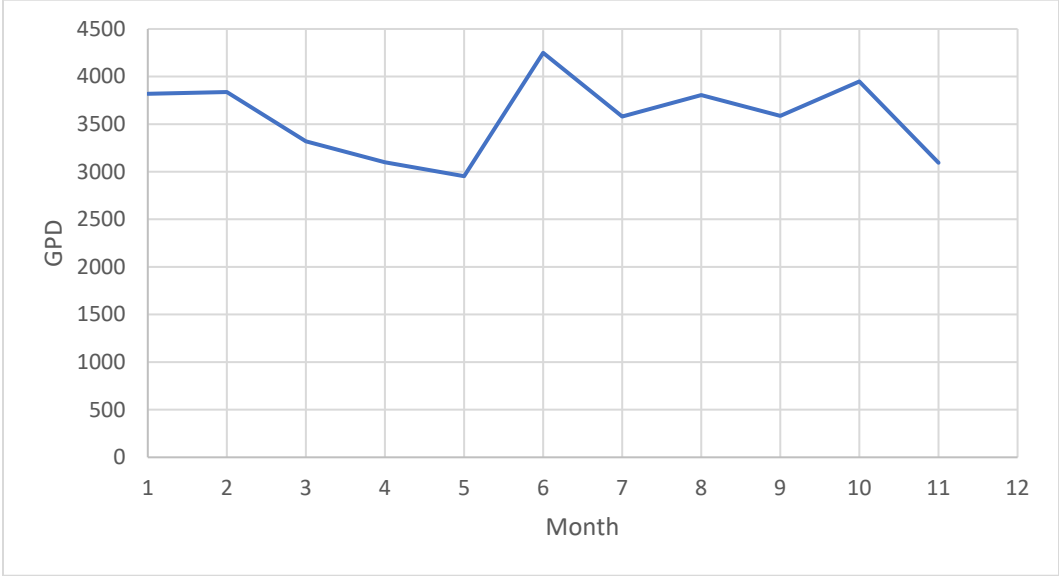
Talbot County purchases water from CWW and the City of Manchester, but Manchester has started to restrict water sold to Talbot County. As such, Talbot County is exploring limiting the volume of water exported to Harris County. While Harris County has increased the volume of water purchased from Talbot County over the years, the number of customers in the Oak Mountain and Waverly Hall area has stayed relatively consistent. Therefore, the increase in purchased water is possibly due to water leaks in aging pipes. Harris County should also be aware that the wholesale rate from Talbot County will likely increase in the near future. We recommend Harris County meet with Talbot County to renegotiate the existing contract.

Figure 2.4. Historical Talbot County Purchased Water



- D. **Callaway Gardens** – Treated water is purchased from Callaway Gardens Resorts (WSID No. 1450006) to provide water service to the county’s airport and the Sky Meadows Subdivision. Harris County took ownership of the formerly private water system serving Sky Meadows in August 2021. This small system is not hydraulically connected to the rest of the Harris County water system. As such, Harris County must purchase water from Callaway Gardens at a wholesale rate of over \$12 per 1,000 gallons. Due to the high cost of imported water, Harris County charges these 25 customers differently from the rest of the County at a rate of \$14.40 per 1,000 gallons. From April-September 2023, the average volume of water purchased by Harris County from Callaway Gardens was approximately 3,600 gpd with a peak of 4,250 gpd in June.

Figure 2.5. 2023 Callaway Gardens Purchased Water



In 2022, the County totaled 1,020 MG (2.79 MGD) of water supplied (the sum of water produced and purchased), with a peak of 3.50 MGD in June. Harris County began purchasing water from Callaway Gardens in 2023 so this source is not included in Figure 2.6 below.

Figure 2.6. Historical Water Supplied by Source

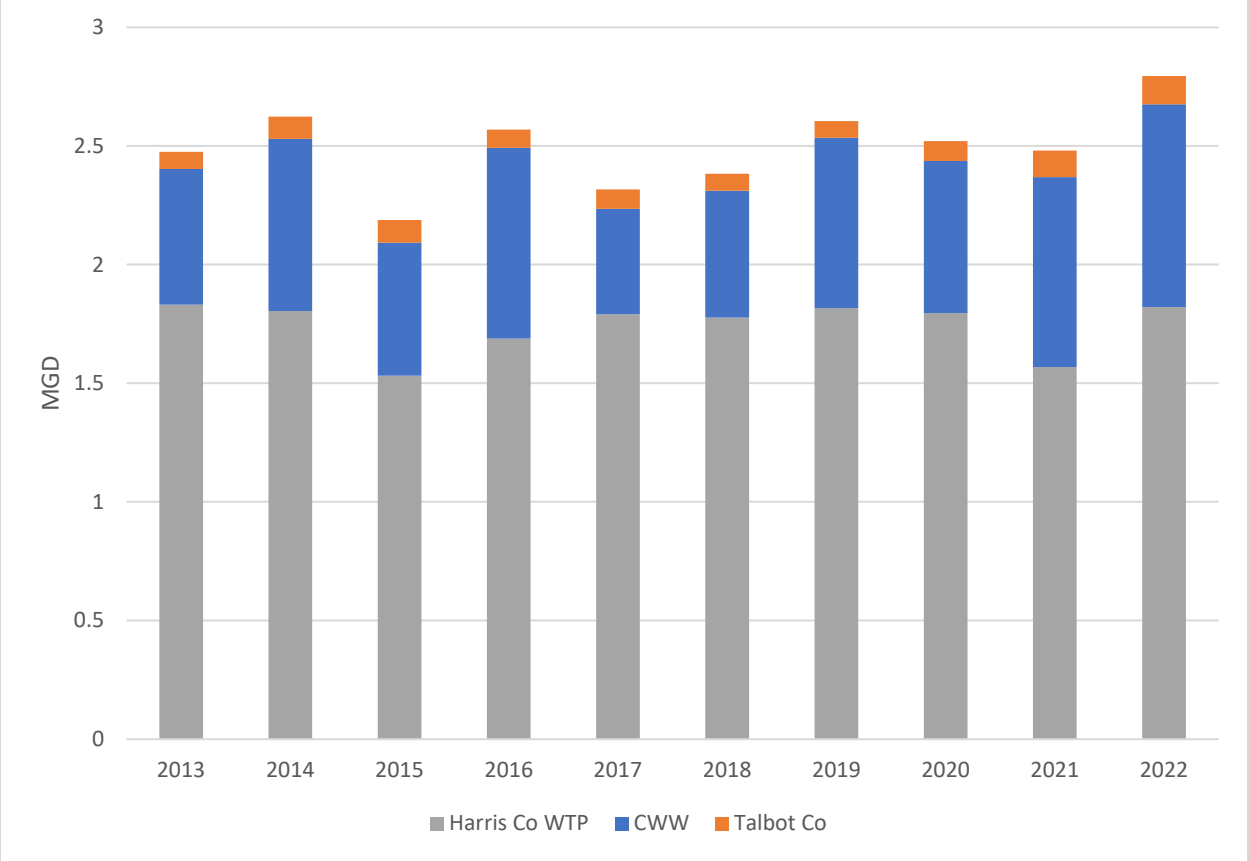


Table 2.1 below summarizes the cost to purchase water from the different sources and what Harris County charges these applicable residential customers (above the minimum charge).

Table 2.1. Summary of Harris County Water Sources, Costs, and Charges

Source of Purchased Water	Base Cost / Minimum Bill	Consumption Rate (per 1,000 gal)	Harris County Applicable Residential Rate (per 1,000 gal)	Difference in Consumption Rate (per 1,000 gal)
CWW*	\$32.07	\$5.37 - \$3.55	\$5.96	\$0.59-\$2.41
Talbot Co.**	\$177.97	\$4.50	\$5.96	\$1.46
Callaway Gardens	\$36.00	\$12.00	\$15.84	\$3.84

*CWW base charge includes 4 CCF (2,992 gal) and has a decreasing block rate structure.

**Talbot County base charge includes 2,000 gallons with a uniform rate structure.

2.1.4 Other Potential Water Sources

When considering a 5-year master plan and assessing future water use demands and trends, an expansion of the WTP is excluded from this assessment since GPC and EPD have previously rejected increases in Harris County's permitted water withdrawal of 3 MGD. CWW has available permitted capacity to withdraw, treat, and distribute water and is willing to increase water sold to Harris County. Additionally, increasing production capacity with groundwater wells is excluded from this assessment since wells in the area are not able to produce large quantities of water needed for a system like Harris County.

There are a total of 19 active permitted water systems that primarily serve Harris County, shown in the Table 2.2 below. The City Hamilton has an estimated 25,000-75,000 gallons per day of excess capacity depending on how long they are willing to operate their two (2) wells. The County has an existing 12" water main along SR 116 that runs through the City. There is an emergency, one-way feed into Hamilton and the County cannot currently purchase water from the City.

Harris County also has a one-way connection with the City of Waverly Hall. The County cannot purchase water from Waverly Hall due to a backflow preventer in the master meter vault. The City has the ability to produce up to 290,000 gallons per day of water, but this is less than their current demand and Waverly Hall supplements their supply with water purchased from Harris County. Therefore, the City of Waverly Hall has no excess capacity.

Harris County does not currently have a connection with Pine Mountain, so any potential water purchase would require a water main extension. The closest point potential connection is the Kings Gap Subdivision which is approximately 1.5 miles away from the Pine Mountain water system. A connection at this point would only be able to supply water to Kings Gap and potentially Koch Foods. The next closet connection is Hopewell Church Road, which is approximately 5.5 miles away. This connection point would also be limited to supplying water to that particular area since it is a different pressure zone compared to the rest of the Harris County Water System. To get a large diameter main, a 7-mile extension would have to be installed to the existing 12" water main that runs through Hamilton. Currently, the City of Pine Mountain has no excess capacity.

The County also does not have a connection to the City of Shiloh. The only options for purchasing water from Shiloh would be to run a new water main over 6 miles to Kings Gap or over 3 miles to connect to the existing Oak Mountain area currently served by Talbot County. Shiloh currently has less than 20,000 gpd of excess capacity with the exact amount depending on how long they are willing to operate their two (2) wells.

Table 2.2. Active Permitted Water Systems that Primarily Serve Harris County

Water System No.	Water System Name	Type*	Ownership Type	Population Served
GA1450037	BSA-CAMP PINE MOUNTAIN	NC	Private	4
GA1450006	CALLAWAY GARDENS RESORTS, INC.	C	Private	2,649
GA1450043	CARRAGE & HORSES, INC.	NC	Private	52
GA1450032	DNR-FD ROOSEVELT COTTAGE&CAMP	NC	State	129
GA1450042	DNR-FD ROOSEVELT GROUP CAMP SPRING	NC	State	48
GA1450004	DNR-FD ROOSEVELT STATE PARK	NC	State	55
GA1450000	HAMILTON	C	Local	1,386
GA1450011	HARRIS COUNTY WATER SYSTEM	C	Local	22,987
GA1450046	HARRIS COUNTY - SKY MEADOWS	C	Local	65
GA1450033	MOUNTAIN TOP WS	NC	Private	63
GA1450044	OAKHURST	NC	Private	188
GA1450001	PINE MOUNTAIN	C	Local	1,968
GA1450009	PINE MOUNTAIN CLUB CHALETs	C	Private	273
GA1450005	PINE MOUNTAIN VALLEY	C	Private	1,190
GA1450034	ROYAL LODGE ESTATES HOA	NC	Private	62
GA1450002	SHILOH	C	Local	504
GA1450014	VALLEY INN	NC	Private	25
GA1450003	WAVERLY HALL	C	Local	746

*C = community, NC = non-community (state or private)

The Northwest Harris Business Park, an important asset to Harris County, is served by the City of West Point's water and wastewater systems.

With a significant number of private water systems in the county, the county must remain aware of these systems and their long-term operations feasibility.

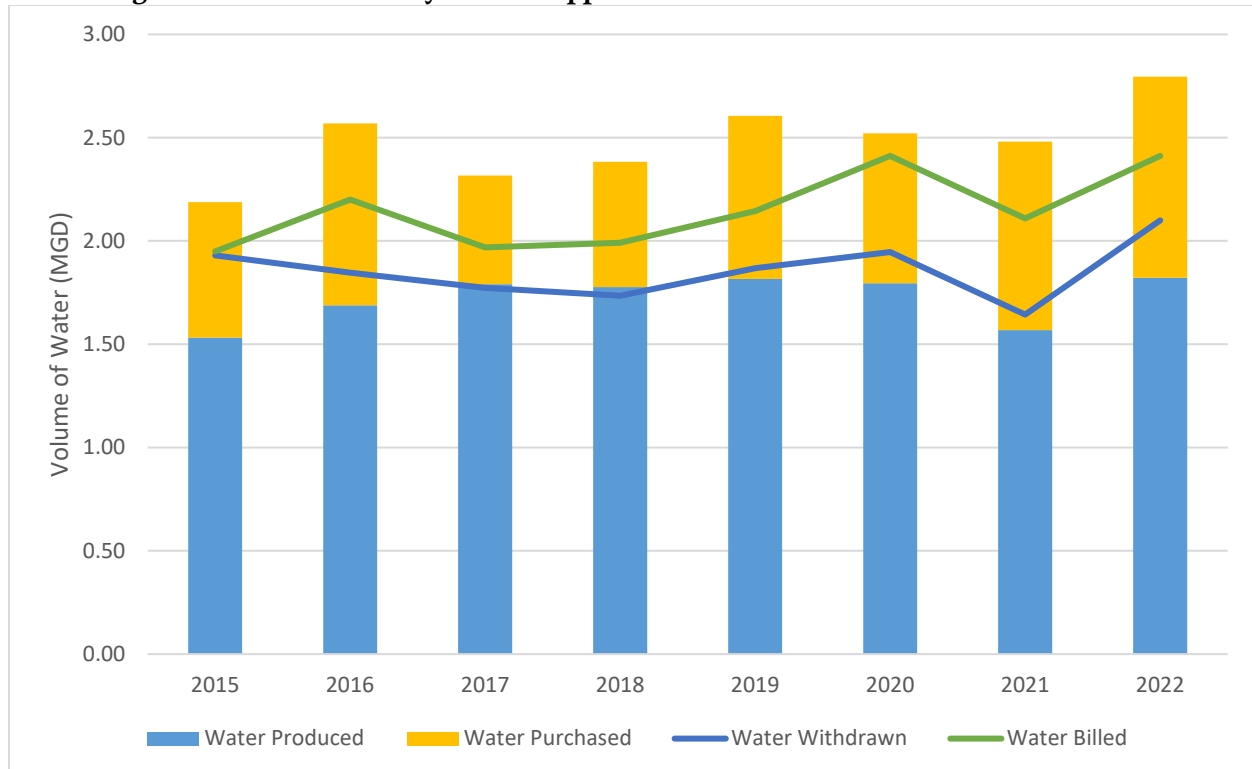
2.1.5 Historical Demands

C&S analyzed historical data for water produced, purchased, and sold over the last ten (10) years. Although the WTP is permitted for an average 3.0 MGD, historically it has only produced approximately 1.7 MGD for various reasons including:

- Flow restriction in Plant A that Harris County is working on resolving. Operators are currently investigating the existing yard piping to determine if there is a flow restriction or if the existing 8" piping needs to be upsized.
- Concerns about exceeding permitted withdrawal limit
- Concerns about water age and disinfection byproducts if water produced by the WTP is used to supply the southeastern portion of the County.
- Hydraulic restrictions in distribution system to make it challenging to supply 3.0 MGD from the WTP.
- High instantaneous demands from peak residential use and irrigation during summer months that require purchasing water from other systems.
- Areas in the Harris County system that are only connected to the CWW and Talbot County systems
- Approximately 7.5% of water withdrawn is used for plant use (backwash and plant loss).

Since 2015, the volume of water purchased by Harris County from CWW and Talbot County has increased from 0.66 MGD to 0.97 MGD, even though water distributed into the system has not exceeded the WTP's permitted capacity of 3.0 MGD. Figure 2.7 below shows water produced, purchased, withdrawn, and billed from 2015-2022. The difference between water withdrawn and water produced is equal to in-plant use. The difference between water supplied (water produced plus purchased) and water billed is equal to non-revenue water, which includes water losses as well as authorized unbilled uses such as water for flushing, testing, fighting fires, street cleaning, etc. On average, non-revenue water has accounted for 13% of water supplied by Harris County, which is below the state average of 26%.

Figure 2.7. Harris County Water Supplied and Sold 2015-2022

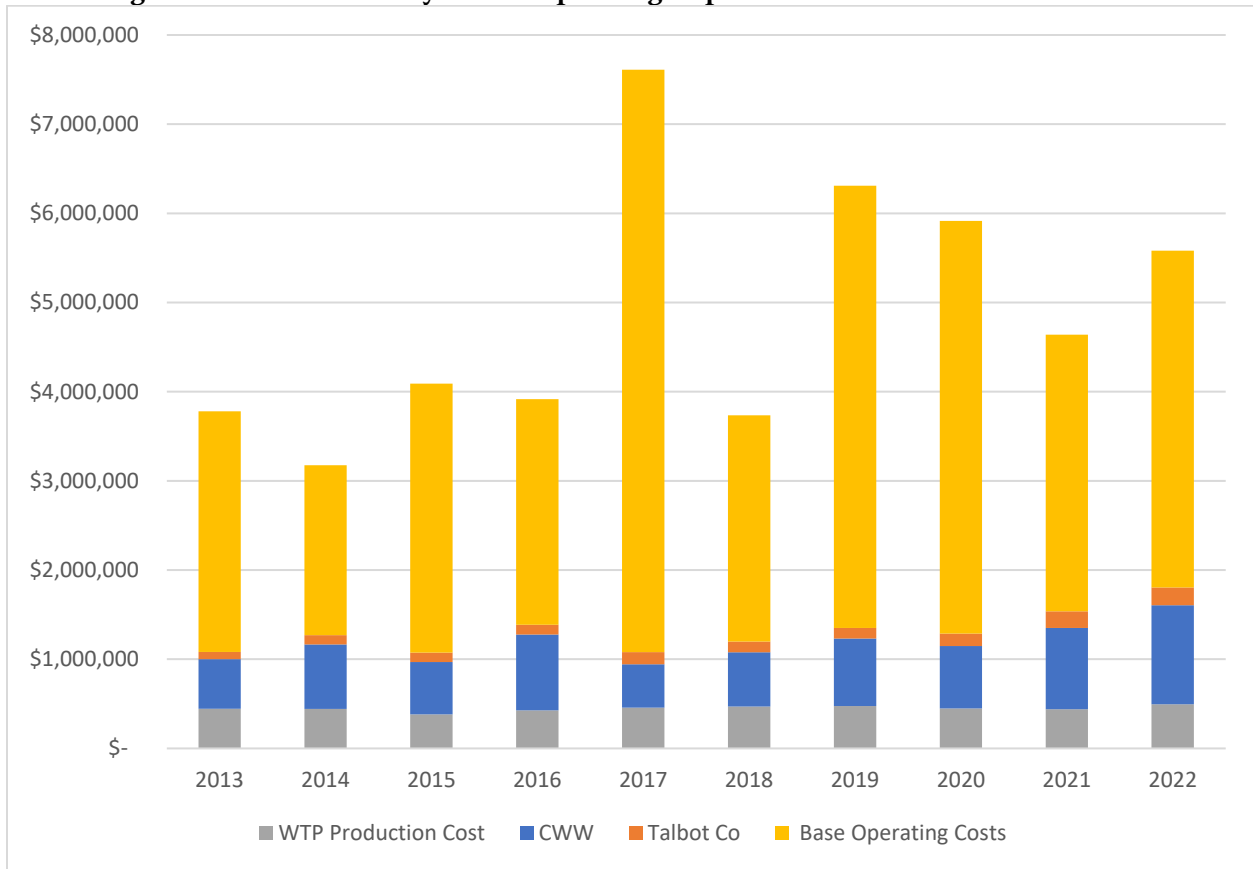


2.1.6 Operating Costs

In 2015, Harris County produced 77% of the volume to the system, with the remaining 23% being purchased from CWW and Talbot County. However, by 2022 the proportion of water produced by the WTP fell to 65%. While the volume of water supplied by the WTP has remained relatively consistent, customer demand has increased, requiring the difference to be purchased from other systems. Compounded by an increase in wholesale rates, the total cost of purchased water has almost doubled from \$693,876 in 2015 to \$1,309,645 in 2022 based on yearly production consumption reports provided by Harris County.

It is significantly less expensive for Harris County to produce water than it is to purchase it. In 2022, it cost Harris County \$0.74 per 1,000 gallons to produce additional water compared to \$3.56 per 1,000 gallons to buy water from CWW and \$4.54 per 1,000 gallons to buy water from Talbot County. These costs do not include base operating costs to operate the water treatment plant and distribution system. Table 2.3 and Figure 2.8 below summarize volumes and costs from Harris County's various water sources over the past 10 years.

Figure 2.8. Harris County Water Operating Expenses 2013-2022



Source: Harris County yearly production consumption reports

Table 2.3. Harris County Water Source Volumes and Costs

Year	WTP Production			Purchased from CWW			Purchased from Talbot Co.			Base Operating Costs ⁴	Total		
	MG ¹	\$ ³	\$/MG ³	MG ¹	\$ ¹	\$/MG ¹	MG ¹	\$ ¹	\$/MG ¹		MG ¹	\$ ²	\$/MG ⁵
2013	668.34	\$443,530	\$663.63	208.665	\$557,008	\$2,669.39	26.487	\$80,812	\$3,051.04	\$2,697,820	903.49	\$3,779,171	\$4,182.85
2014	658.57	\$442,975	\$672.63	264.762	\$723,071	\$2,731.02	34.087	\$103,612	\$3,039.66	\$1,905,416	957.42	\$3,175,074	\$3,316.29
2015	559.15	\$381,136	\$681.63	204.389	\$587,395	\$2,873.91	35.043	\$106,481	\$3,038.58	\$3,014,592	798.58	\$4,089,604	\$5,121.08
2016	616.20	\$425,570	\$690.64	293.312	\$851,837	\$2,904.20	28.061	\$109,592	\$3,905.48	\$2,528,402	937.57	\$3,915,401	\$4,176.10
2017	653.48	\$457,200	\$699.64	162.334	\$485,913	\$2,993.29	29.690	\$135,633	\$4,568.29	\$6,530,958	845.50	\$7,609,704	\$9,000.20
2018	648.42	\$470,187	\$725.13	195.163	\$608,394	\$3,117.37	26.092	\$119,454	\$4,578.09	\$2,537,402	869.68	\$3,735,437	\$4,295.21
2019	662.90	\$474,303	\$715.50	262.159	\$757,970	\$2,891.26	25.680	\$117,586	\$4,578.96	\$4,960,145	950.74	\$6,310,004	\$6,636.95
2020	655.16	\$447,729	\$683.39	234.191	\$700,375	\$2,990.61	30.561	\$139,552	\$4,566.35	\$4,627,299	919.91	\$5,914,955	\$6,429.91
2021	572.41	\$438,373	\$765.84	292.160	\$912,671	\$3,123.87	40.732	\$185,323	\$4,549.78	\$3,102,015	905.30	\$4,638,381	\$5,123.57
2022	664.75	\$495,006	\$744.65	311.627	\$1,110,793	\$3,564.50	43.776	\$198,852	\$4,542.46	\$3,776,424	1020.15	\$5,581,076	\$5,470.82

¹Source: Production Consumption Reports

²Source: Water Audits

³Source: Values for 2018-2021 are taken from Harris County's audited budgets and include the cost of chemicals, electricity, and Georgia Power's withdrawal fees. Values for other years are calculated by determining a linear trend for WTP production cost per MG.

⁴Calculated by subtracting WTP production and purchase water costs from total operating expenses

⁵Total cost per MG includes base operating costs

⁶Harris County also purchases water from Callaway Gardens. This data begins in 2023.

2.1.7 Areas of Concern

Current areas of concern include the following:

A. Maximize Production at Existing Water Treatment Plant

There are two sides of the water treatment plant. Plant A is the original plant and is sized to produce 1.0 MGD. Plant B is the newer plant and is sized to produce 2.0 MGD. C&S designed a sediment basin project in 2017 that was intended to maximize production capacity from the plant by reducing the time and waste volume associated with backwashing the filters. It was originally thought that the plant was producing close to the 3.0 MGD maximum permitted flow rate once the sediment basin was put into service. However, more recent investigations have determined that the flow meters were not reading accurately, and Plant A was not producing the 1.0 MGD that it was designed for.

Based on flow calculations and field tests, there appears to be a flow restriction in the existing plant piping for Plant A. The Harris County Water Works staff is working on locating the existing water main in front of the treatment plant building and will verify the size and pipe material. The next step is to eliminate any restrictions in the pipe which could include either replacing or upgrading yard piping. The second step would be to make operational changes in an effort to maximize the amount of water produced from the plant and supplied to the distribution system. There are system restrictions and constraints that will not allow the plant to produce the full 3.0 MGD, but the goal should be to get as much out of the plant as possible in 2024.

B. Thin Wall PVC Mains

Much of Harris County's water system was installed in the late 1970s and early 1980s and includes approximately 180 miles of thin wall PVC water mains. Thin wall PVC pipes are more susceptible to leaks and main breaks compared to Ductile Iron Pipe and newer PVC pipes that have a 200-psi pressure class rating. Pressures within Harris County's water system range from approximately 30-180 psi. The thin wall PVC water mains are considered to have reached the end of their engineered lifespan and require replacing. C&S worked with the County to identify the areas of concern where thin-wall PVC mains need to be replaced and upgraded. Figures 2.9-2.10 include maps identifying thin wall PVC mains in Harris County that require replacing.

C. Undersized Water Mains

Harris County's water system includes approximately 225 miles of 6" water mains. Water mains that are 6" in diameter may be adequately sized to provide fire flow protection along a short residential street. However, transmission mains should be a minimum 8" in diameter to avoid significant pressure loss, particularly during high flows. Additionally, undersized water mains increase pump usage and energy costs to overcome pressure loss.

One of Harris County's challenges is that these undersized lines make it difficult to supply water to the eastern portions of the system. As a result, the County is required to supplement the water system by purchasing water from CWW. Upsizing water mains would allow for a better overall hydraulic performance in the system and increase economic growth opportunities. While some assumptions can be made about which water mains require to be upsized, a hydraulic water model will be required to make more definitive recommendations.

D. Low Pressure Zones

C&S evaluated countywide Geographic Information System (GIS) contours to determine potential low-pressure zones shown in Figures 2.11-2.12. The following locations were determined to have potentially low static pressures:

- Hopewell Church Rd between Hadley Road and Moore Road, Wright Road
- Highway 219 at Seven Springs Road
- Autumn Trail Way at Arrowhead Drive

This evaluation only analyzed static hydraulic grade lines and does not consider friction losses. System wide pressure testing and a hydraulically calibrated water model would be required to determine other potential areas with low pressures.

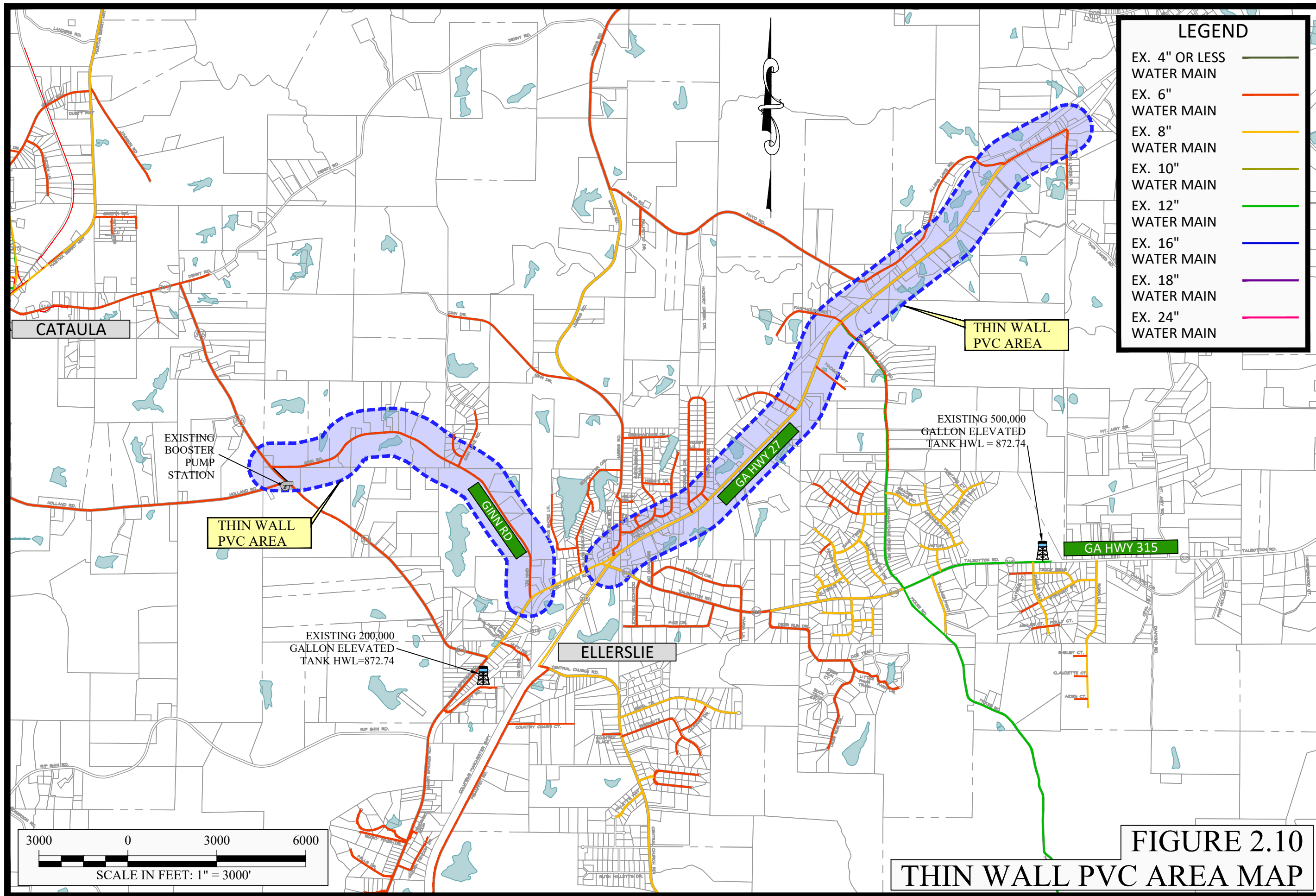


FIGURE 2.10
THIN WALL PVC AREA MAP

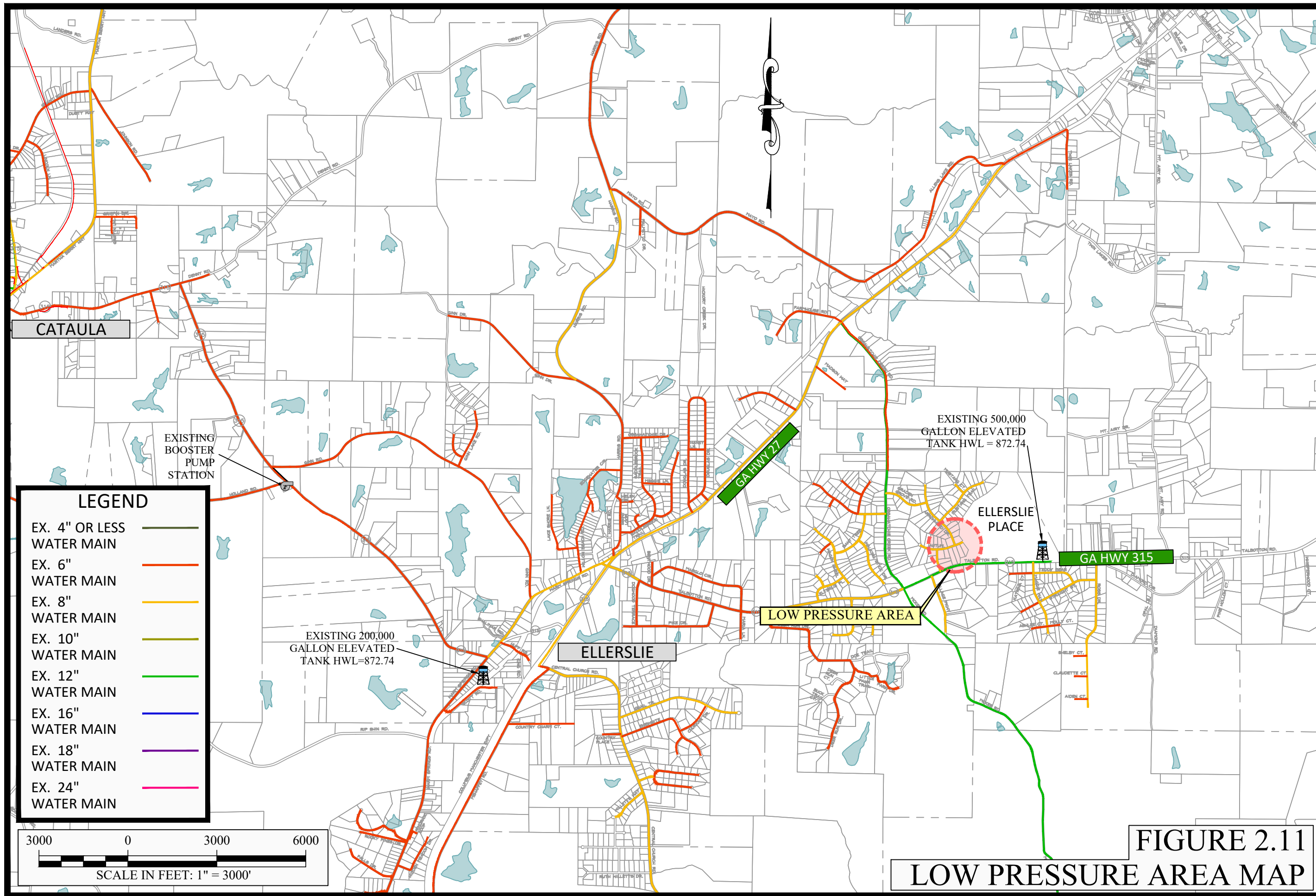
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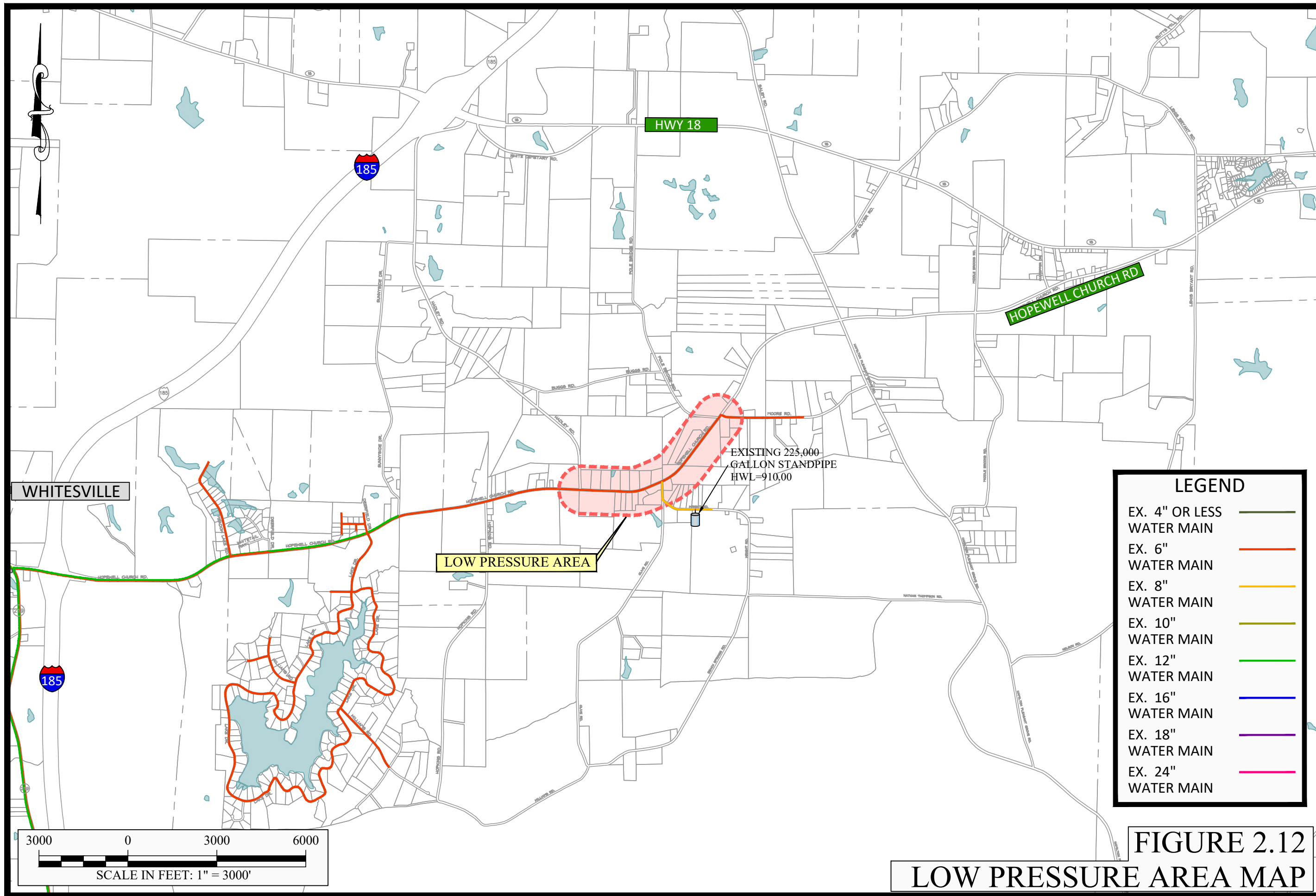
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FIGURE 2.11

LOW PRESSURE AREA MAP



LEGEND

EX. 4" OR LESS WATER MAIN	
EX. 6" WATER MAIN	
EX. 8" WATER MAIN	
EX. 10" WATER MAIN	
EX. 12" WATER MAIN	
EX. 16" WATER MAIN	
EX. 18" WATER MAIN	
EX. 24" WATER MAIN	

FIGURE 2.12
LOW PRESSURE AREA MAP

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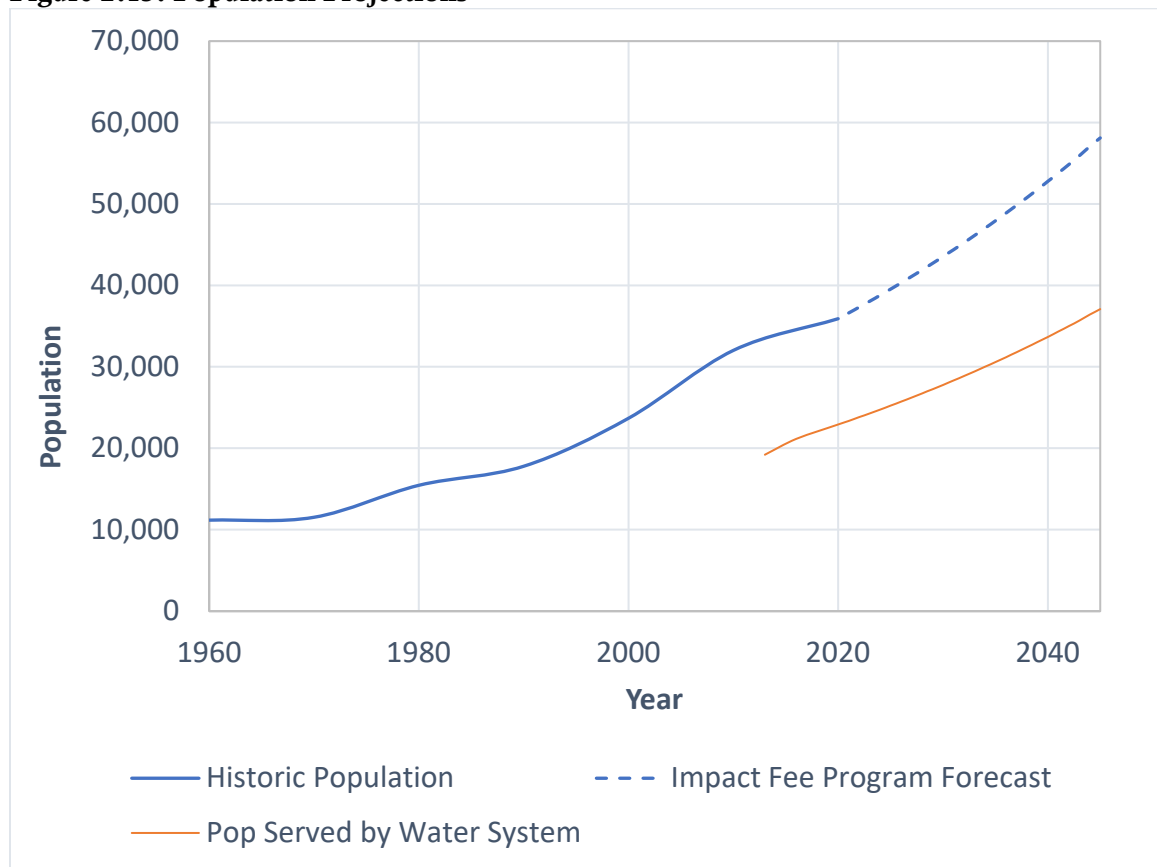
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2.2 POPULATION, WATER DEMAND, & OPERATING COST PROJECTIONS

2.2.1 Population Forecasts

Except for industrial manufacturing or processing, population growth is directly linked to additional water supply needs. Historical population data from the decennial census from 1960 through 2020 were obtained from the US Census Bureau. Population projections were provided by Harris County that had been previously developed for the 2021 Impact Fee Program. In 2020, approximately 64% of Harris County was served by the Harris County Water System. It was assumed that a constant percentage of the County's population is served by the water system over time. Figure 2.13 presents historic population data from 1970 through 2020 and the Governor's Office of Planning and Budget forecasts through 2045. As can be seen, the population served by the Harris County Water System is expected to increase from 22,922 in 2020 to 37,084 in 2045, a 61.8% increase.

Figure 2.13. Population Projections



2.2.2 Per Capita Water Usage Rates

The total water supplied was divided by the population to determine that over the past 8 years, the average per capita demand was 116 gallons per day per person (gpcd). This is less than the overall per capita rate for Harris County presented in the Middle Chattahoochee Regional Water Plan of 135 gpcd. As existing and future housing stock implement the more efficient plumbing code standards, the per capita rate is expected to decline. For consistency with the Middle Chattahoochee Regional Water Plan, the per capita rate is expected to be reduced over time as shown in Table 2.4.

Table 2.4. Plumbing Code Per Capita Rate Adjustment over Planning Period

Year	Projected Harris Co Demand in RWP (gpcd)	Estimated Harris County Water System Demand (gpcd)
2020	135	116
2030	126	110
2040	120	104
2050	114	98
2060	108	92

2.2.3 Water Demand Forecasts

To provide Harris County with flexibility and agility to meet future water needs should an industry desire to locate or increase its water demand, a reserve capacity is added to the water demand forecasts. The reserve capacity allows the County to be prepared for economic development opportunities when they arise, as well as any additional associated increases in the residential population in the water service area. The reserve capacity is set at 2% of the total demand beginning in 2025 and then increasing by 2% every 5 years as the uncertainty increases farther out on the planning horizon. Historic water demands are summarized and presented in Table 2.5 below. The annual average day water demand is forecast to be 4.13 MGD in 2045, with a peak month demand of 5.12 MGD.

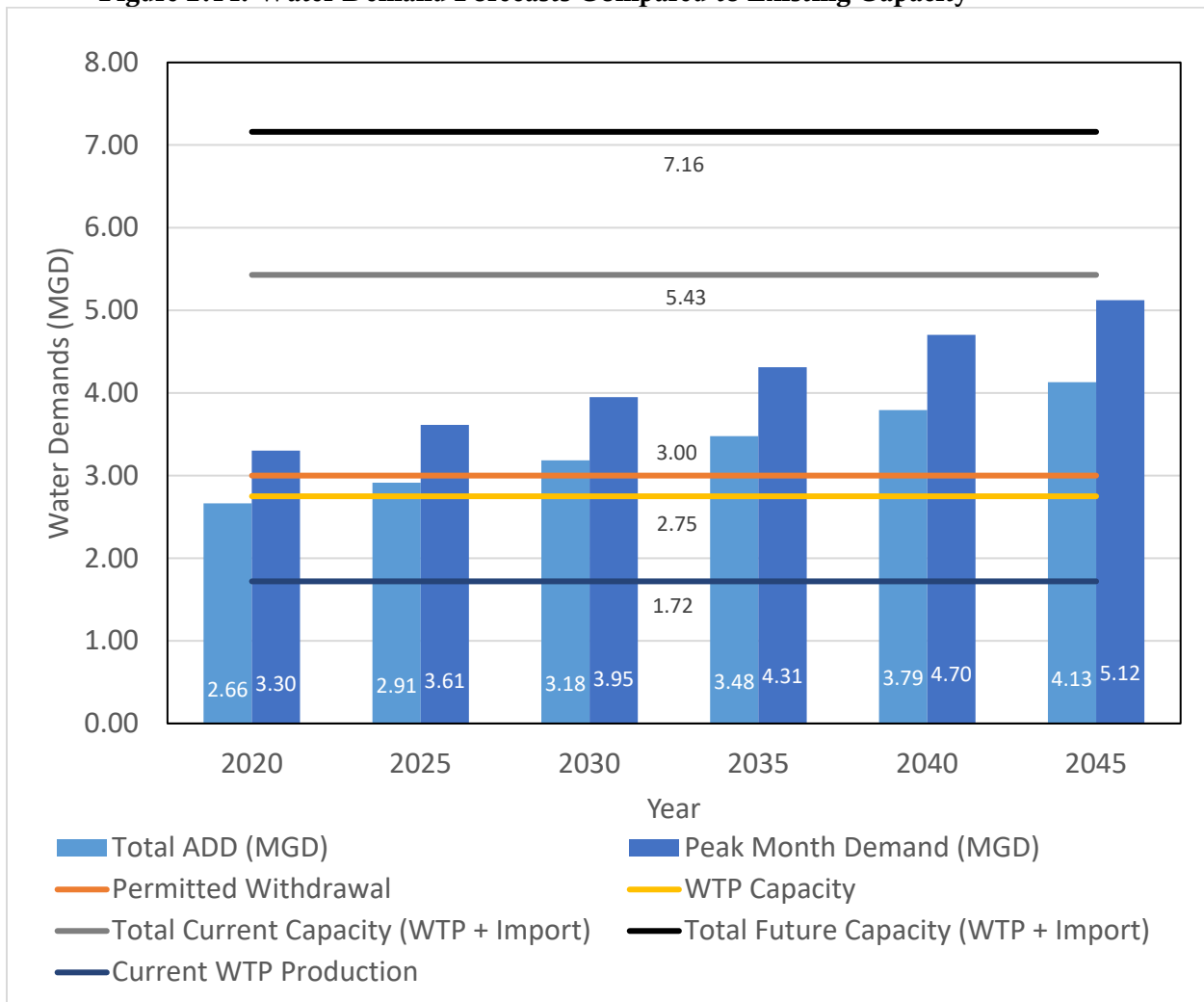
Table 2.5. Projected Water Demands

Year	Population Served	Per Capita Water Consumption (gpdpc)	Water Demand (MGD)	Reserve Capacity (MGD)	Total Annual Average Day Demand (MGD)	Peak Month Demand (MGD)
2020	22,922	116.2	2.66	0.00	2.66	3.30
2025	25,237	113.2	2.86	0.06	2.91	3.61
2030	27,786	110.2	3.06	0.12	3.18	3.95
2035	30,592	107.2	3.28	0.20	3.48	4.31
2040	33,682	104.2	3.51	0.28	3.79	4.70
2045	37,084	101.3	3.76	0.38	4.13	5.12

While the purchase water agreement with CWW does not include a maximum volume of water that can be purchased, Harris County is currently limited by the capacity of the interconnect BPSs which have a total flow rate of 1,800 gpm (2.6 MGD). Along with water purchased from Talbot County and increasing the WTP production to 2.75 MGD, Harris County has the capacity to supply up to 5.43 MGD to its customers. Therefore, it is projected that Harris County will have adequate water supply through the next 20 years.

If additional water supply is required, increasing the volume of water purchased from CWW will be necessary. CWW has indicated that there are maximum flow rates at the interconnect BPSs to maintain adequate suction side pressures in their system. Three of the interconnects BPSs are at or near capacity. However, by upgrading the US 27/Veterans Pkwy BPS, Harris County can increase the volume of purchased water from CWW to 4.3 MGD, increasing its overall capacity to 7.16 MGD. Current and future water demands and capacities are shown in Figure 2.14 below.

Figure 2.14. Water Demand Forecasts Compared to Existing Capacity



2.2.4 Water Storage Requirements

Harris County currently has one (1) ground storage tank, three (3) standpipes, and eight (8) elevated storage tanks with a total stored volume of 4.4 million gallons. There is not one single way to determine required water storage but there are a few typically used methods. EPD guidance developed in 2000 suggests 24 hours of average day demand in storage capacity. However, the American Water Works Association (AWWA) M32 provides a more detailed assessment as follows:

- Equalization (EQ) Storage typically equals 20% of the peak daily flow. A peaking factor of 1.5 was used to estimate peak daily flow (PDF).
- The minimum Fire Storage typically equals 3,500 GPM for three (3) hours for commercial and industrial customers.
- Emergency Storage typically equals about eight (8) hours' worth of average daily flow (ADF).

Table 2.6. Required Projected Water Storage

Year	Avg. Daily Flow (MGD) = Total Required Storage (EPD) (MG)	Peak Daily Flow (MGD)	Required EQ Storage (MG)	Min. Fire Storage (MG)	Required Emergency Storage (MG)	Total Required Storage (AWWA) (MG)
2020	2.66	3.99	0.80	0.63	0.89	2.32
2025	2.91	4.37	0.87	0.63	0.97	2.48
2030	3.18	4.78	0.96	0.63	1.06	2.65
2035	3.48	5.22	1.04	0.63	1.16	2.83
2040	3.79	5.69	1.14	0.63	1.26	3.03
2045	4.13	6.20	1.24	0.63	1.38	3.25

Harris County currently has 2.45 MG of elevated storage and is planning to add an additional 1 MG by installing an elevated tank at SR 315/I-185 to serve the Mulberry Grove Development and surrounding areas within 2 years. Therefore, Harris County will have sufficient elevated storage to meet the required storage through 2045 following AWWA guidance.

However, storage is best evaluated with a hydraulic model. For example, a well-connected distribution system may not need as much storage compared to a segmented system. Harris County must also balance the need for water storage with water quality. Too much storage can lead to issues with water age as disinfection byproduct concentrations increase, leading to water quality deterioration and taste and odor issues.

2.2.5 Operating Cost Forecasts

Water demands are expected to exceed Harris County's permitted withdrawal of 3.0 MGD by 2030, requiring a greater dependency on purchase water from Columbus Water Works and Talbot County. If the County's WTP continues to produce water at its current average of 1.72 MGD, by 2045 58% of water supplied to Harris County customers will have to be purchased from other systems. Currently, water purchased from other systems accounts for approximately 20% of Harris County's operating expenses but is expected to increase to 41% by 2045.

Since increases to Harris County's water withdrawal permit requires approval from GPC and EPD, it does not appear possible to increase its permit above the current maximum day withdrawal of 3.0 MGD. When accounting for in-plant use, the WTP can only produce up to approximately 2.75 MGD. Maximizing the County's WTP production will reduce the County's dependency on purchased water. It is estimated that operating expenses can be reduced by approximately 16% by producing at least 2.75 MGD at the WTP.

2.3 RECOMMENDED IMPROVEMENTS

Based on our discussions with County staff and the evaluations above, C&S has identified fourteen (14) recommended improvements. Some of these improvements are to replace aging infrastructure, such as thin wall PVC water mains. However, if Harris County invests in replacing this infrastructure, larger diameter water mains should be installed to increase capacity and improve hydraulic performance with little additional capital investment. Since it is projected that Harris County has adequate water supply for at least the next five (5) years, upsizing the US 27/Veterans Parkway BPS is not required during this planning period and has been excluded from the recommended improvements. However, this upgrade could be required in future planning periods to meet peak day demands.

1. Flow Improvements at WTP – \$25,000-\$150,000

The County is currently attempting to identify the flow restriction at the water treatment plant. In order to eliminate this restriction, it could require minor piping upgrades or full replacement of the yard piping to Plant A.

2. PFAS Removal at WTP – \$5,500,000

Required sampling has found PFAS chemicals in Harris County's water system. Due to proposed maximum containment levels from the US Environmental Protection Agency for PFAS and PFOA, it will be necessary for the County to make improvements to the WTP to reduce contaminant concentrations to acceptable levels. Therefore, it is recommended that a granular activated carbon system be installed to remove the contaminants. The Georgia Environmental Finance Authority (GEFA) currently has up to 100% grant funds available to address PFAS in drinking water. It is Harris County's goal to obtain a 100% grant through GEFA for these improvements.

3. Develop hydraulic water model – \$50,000

We recommend utilizing GIS data provided by the River Valley Regional Commission (RVRC) to develop an updated hydraulic water model of the Harris County water system. The model should include all the County's pumps, tanks, and water mains and be calibrated with fire flow tests and extended period pressure tests. A calibrated hydraulic model can be utilized to determine areas of high friction loss and/or low pressures. The model would also be a tool that allows scenarios to be created and evaluated in the future as potential changes or opportunities arise, such as a major development or new industrial customer.

4. Continue to develop GIS based water map – \$50,000

Harris County Water Works has started to build a GIS water system map using Diamond Maps. We recommend the County utilize RVRC and/or C&S to continue developing GIS maps using hard copies or CAD files of previous plans. The County staff will survey existing features such as hydrants, valves, pumps, and tanks.

5. Mulberry Grove 1 MG Elevated Water Tank – \$3,500,000

Harris County has \$3,500,000 from American Rescue Plan Act (ARPA) and 2025 SPLOST funds allocated for a 1 MG Elevated Water Tank to serve the Mulberry Grove development and surrounding areas. This tank is currently under design and is expected to be under construction by late 2024.

6. Replace aging water mains – \$8,514,000

The County has identified areas where the existing water mains need to be replaced due to the existing condition of the pipes. Some of the water mains are currently 6" in diameter but we recommend replacing them with a minimum of 8" to increase capacity. These areas include the following:

- Lickskillet Road (35,000 LF 8" WM) – \$4,725,000
- Ginn Rd (12,400 LF 8" WM) – \$1,674,000
- Hwy 27 (19,000 LF 8" WM) – \$2,565,000

These improvements are shown in Figures 2.15-2.16

7. Generators at booster pump stations – \$250,000

Harris County applied for funding through the Georgia Emergency Management Agency (GEMA) to install generators at its booster pump stations. Currently, there are no

generators at any of the BPSs, resulting in challenges with supplying water during power outages. The application was submitted in 2019 with a budget of \$950,000 with the County match being \$250,000. The grant was awarded on February 5, 2024, in the total amount of \$875,745. The federal share is \$656,809 (75%) and the County share is \$218,936 (25%).

8. Skymeadows Subdivision Improvements – \$650,000

The Skymeadows Subdivision is currently served by Harris County by purchasing water from the Callaway Gardens water system. A new supply line to the subdivision was installed but the water mains and fire hydrants within the neighborhood are original lines and hydrants installed by the developer. This infrastructure is undersized and needs to be upgraded. Peoples and Quigley, Inc. evaluated funding these necessary improvements. In 2021, the cost of this work was estimated at \$500,000. To account for inflation, we estimate that this work will cost approximately \$650,000.

9. Kings Gap Improvements – \$1,130,000

The Kings Gap neighborhoods were initially served by private water systems that purchased wholesale water from Harris County. Ownership of the Kings Gap Water System #2 had previously been transferred to Harris County with Kings Gap Water Systems #1 and #3 being transferred to the County in December of 2023. Much of the waterlines in the neighborhoods are aging and undersized and need to be upgraded. This cost does not include any proposed road and/or drainage improvements that may also be required.

10. Fortson Rd Water Main (10,700 LF 8” WM) – \$1,444,500

Currently, there is no water infrastructure on Fortson Road. A proposed water main will provide the ability to potentially add future customers and a needed loop to improve water distribution and quality. The installation of pressure reducing valve will be required for this project. These improvements are shown in Figure 2.17.

11. East Bon Acre Tank Altitude Valve – \$175,000

An altitude valve at the East Bon Acre Tank is recommended to prevent the overflow of water from the tank while pumping increased flows.

12. Pole Barn at Water Works Office – \$500,000

A pole barn is recommended for the storage of equipment and materials out of the weather.

13. Add SCADA to booster pump stations – \$400,000

Adding SCADA to each of the booster pump stations will provide Harris County with the ability to monitor and control the stations remotely.

14. New maintenance equipment – \$500,000

It is recommended that Harris County have new maintenance equipment such as a new work truck so that there is separate equipment for the water and sewer departments.

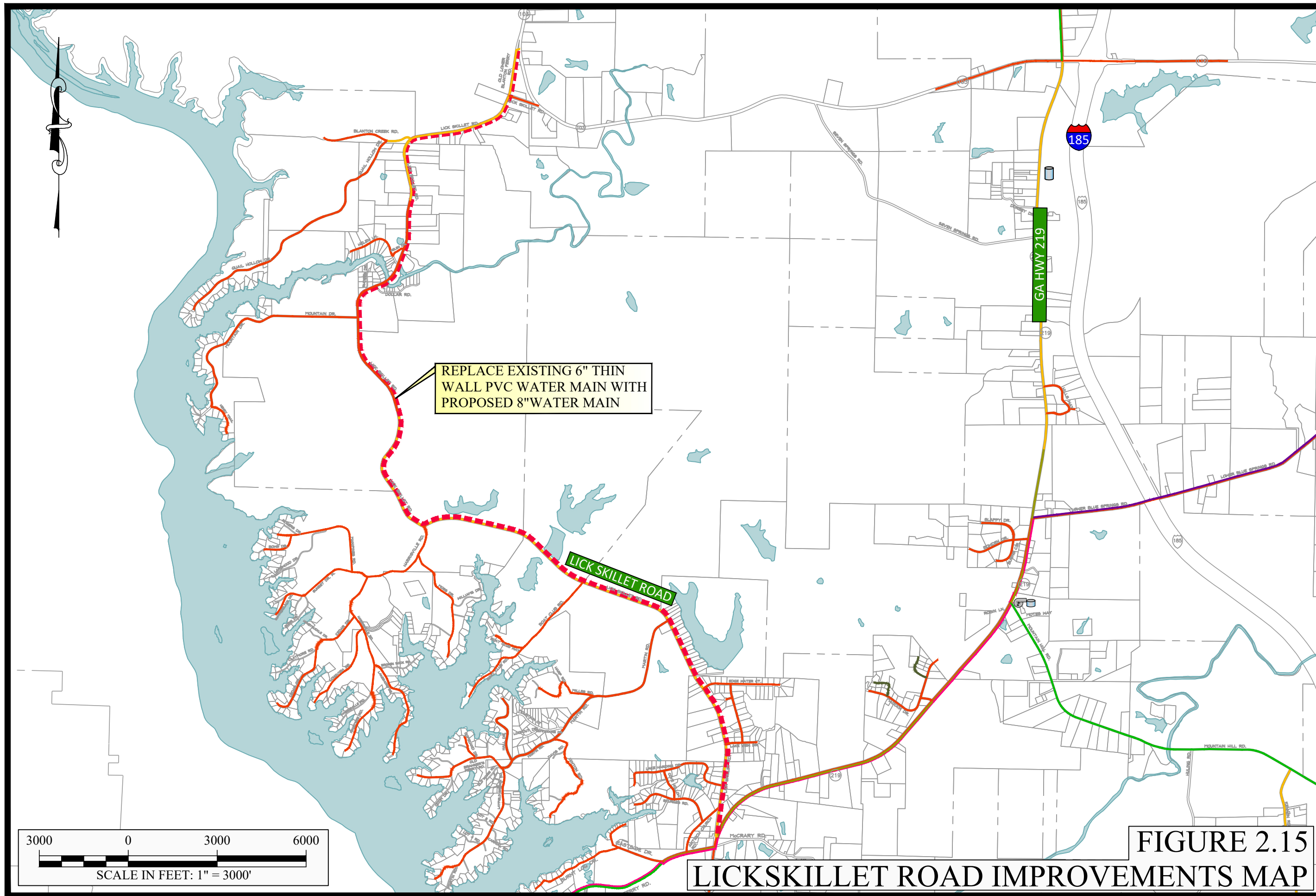


FIGURE 2.15
LICKSKILLET ROAD IMPROVEMENTS MAP

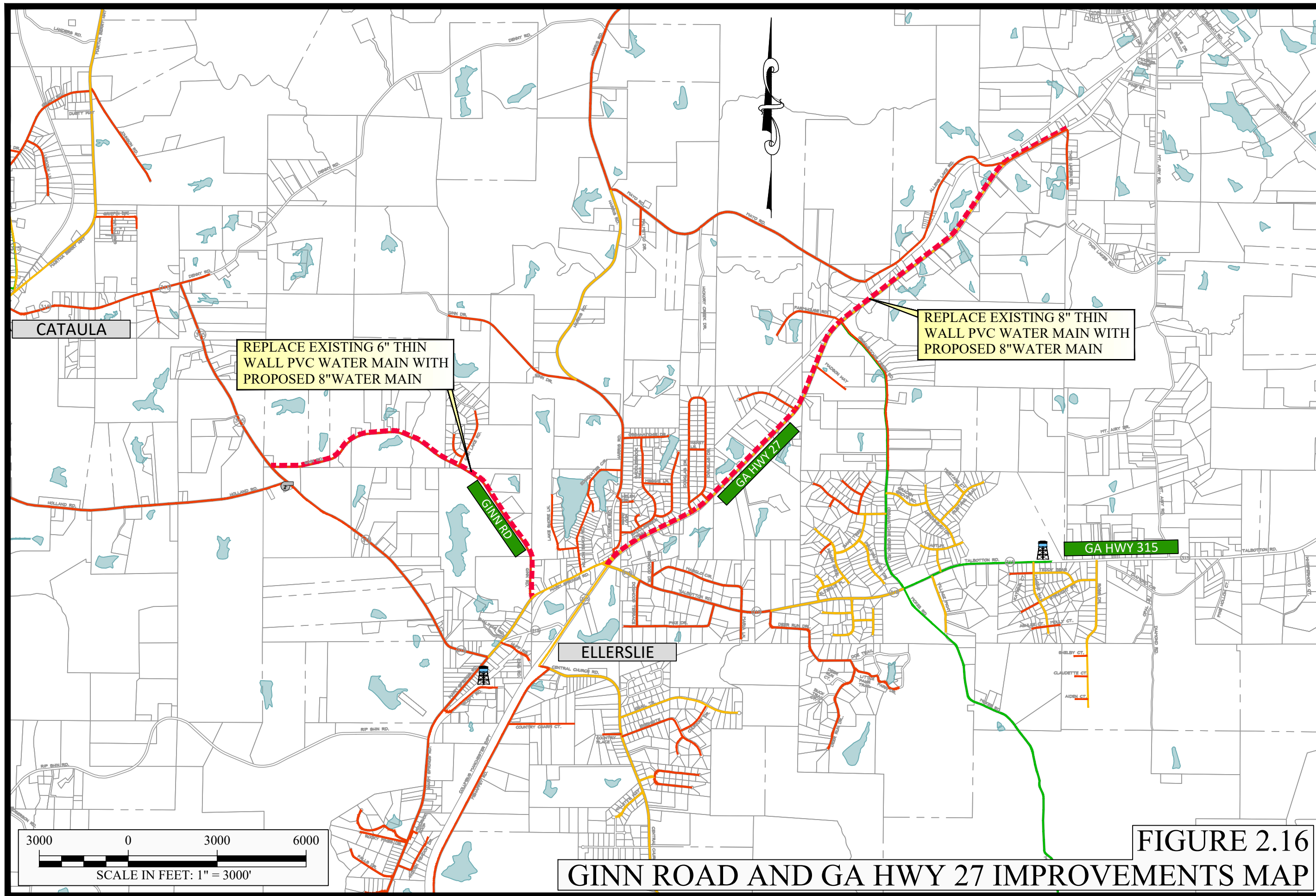
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GINN ROAD AND GA HWY 27 IMPROVEMENTS MAP



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FIGURE 2.16

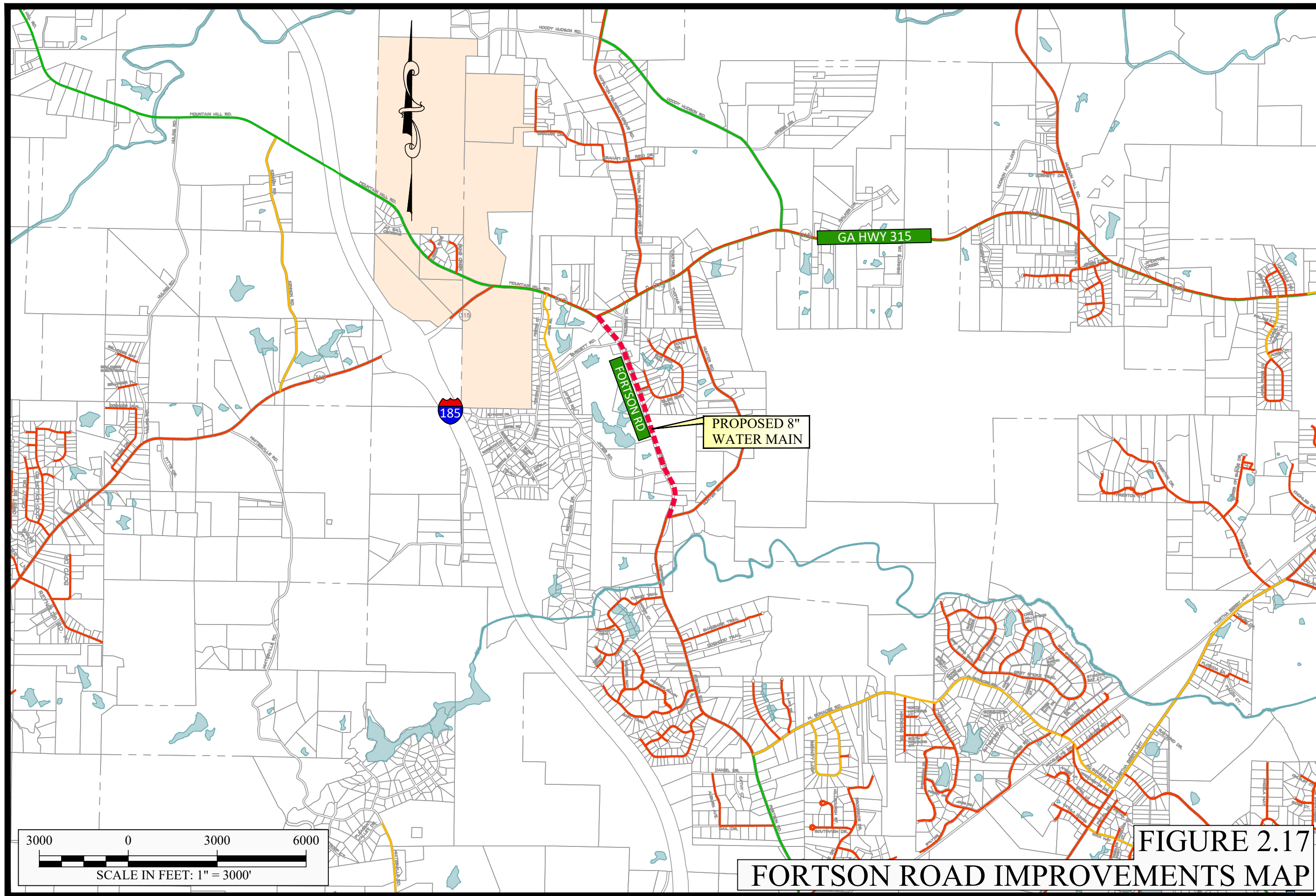


FIGURE 2.17
FORTSON ROAD IMPROVEMENTS MAP

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2.3.1 Possible Funding Sources

There are several options for Harris County to fund the above recommended improvements. These include the following:

A. User Fees

Harris County's water revenues have been at or below operating expenses in recent years. Water rates should be increased to fund regular maintenance of the system as well as needed capital improvements for increasing system capacity. Recommended rate adjustments are included in the accompanying Water and Sewer Rate Study.

B. GEFA Loans

Large capital improvements projects can be financed with loans through the Georgia Environmental Finance Authority. Two applicable programs include the Georgia Fund (GF) which are state funds for drinking water and wastewater projects and the State Revolving Fund (SRF) which are federal funds for drinking water and wastewater infrastructure projects. While SRF loans have more requirements and conditions compared to GF Loans, SRF loans have lower interest rates at 2.9% instead of 3.4% and have the possibility of being awarded principal forgiveness.

Harris County has obtained GEFA funds to finance existing projects including a 2014 SRF loan to fund improvements at the WTP that will be paid off in 2038 and a 2016 DWSRF loan to fund an automatic meter reading system that will be paid off in 2042. Additionally, Harris County obtained a \$5 million DWSRF loan to fund the Hwy 27 Water Line upgrade project. GEFA has previously stated that rate increases will be required to obtain GEFA loans in the future. It is Harris County's goal to obtain a 100% grant through GEFA to fund PFAS removal at the water treatment plant. See Appendix K for the County's current debt service schedule).

C. Revenue Bonds

Large projects can also be financed through revenue bonds. Revenue bonds can be issued to fund system improvements which then repay investors with interest from the income generated from water sales. Bonds have less requirements and constraints compared to GEFA loans but typically have higher interest rates. As of fiscal year 2022, Harris County has approximately \$3.5 million in outstanding revenue bonds related to water and sewer system improvements.

D. 2025 SPLOST

Harris County can utilize 2025 SPLOST funds to pay for some capital improvement projects. Use of 2025 SPLOST funds will be voted on March 12, 2024, and will run for 6 years, starting on April 1, 2025. There is estimated to be \$27,167,316 available, of which approximately \$8 million is planned to be allocated for water and sewer system improvements. The County has previously allocated \$3.5 million in SPLOST and ARPA funds for the proposed 1 MG Elevated Water Tank to serve the Mulberry Grove Development.

E. Special Assessments/Taxing District

For neighborhoods such as Sky Meadows and Kings Gap where Harris County has acquired private water systems, special assessments or taxing districts can be used to finance upgrading outdated infrastructure. This funding option has the benefit that

customers outside of these neighborhoods are not burdened with financing the cost of these improvements.

2.4 SUMMARY AND CONCLUSIONS

Based on the best available information, it is projected that Harris County has adequate water supply and storage for the next 20 years *as long as production at the County's water treatment plant is maximized and supplemented with water purchased from neighboring systems of CWW, Talbot County, and Callaway Gardens*. However, a hydraulic water model is necessary to determine if improvements to the distribution system are required, particularly as new customers are connected.

As population, commercial activity, and water demands increase, Harris County will become more and more reliant on Columbus Water Works, Talbot County, and Callaway Gardens for its future water needs. Several of the areas in the Harris County water system, such as Oak Mountain and the Sky Meadows subdivision, are not hydraulically connected to the rest of the Harris County water system and can only be served by purchased water from other systems. Water mains could be installed to connect these areas, but there are already hydraulic restrictions and water age concerns in the eastern portion of the system, which is the reason the County currently purchases water from CWW.

Utilizing groundwater wells in Piedmont geographic region to supply water to a system as large as Harris County is unviable due to bedrock geology. Additionally, increasing Harris County's water withdrawal permit above 3 MGD is unlikely since that would require approval from Georgia Power Company and EPD. Even if GPC approves a water withdrawal increase, an expansion to the existing County WTP would require significant capital investment and might not be economically viable. While it is more affordable to maximize production at the existing 3 MGD filter plant by making various improvements, the County cannot be completely self-reliant. As the volume of purchased water increases, it is likely that water system operating costs will increase above the rate of inflation.

Since much of the County's water infrastructure was installed in the 1980s, significant portions of the County's water system need to be replaced. Several improvements have been identified, such as upsizing lines and installing the Mulberry Grove Tank that will assist in meeting future water demands. In total, there are \$22.8 million of recommended improvements to the Harris County water system. These improvements should be spread over multiple years. The Water and Sewer Rate Study will determine what rate adjustments are necessary to fund current operating costs and future improvements.

3 HARRIS COUNTY SEWER SYSTEM

3.1 Overview

Harris County provides sewerage service to approximately 60 customers in the Mulberry Grove neighborhood in the southern part of the county. There are currently 54 homes completed with another 12 approved building permits and 222 apartment units expected to be fully completed and occupied in early 2024.

The Harris County sewerage system is shown in Figure 3.1 and consists of the following:

- Mulberry Grove Lift Station – triplex 105 HP Flygt pump station
- 6,000 LF of 18” Gravity Sewer
- 25,000 LF of 12” force main to discharge point on Bilmiken Road near Smith Road

Harris County currently has no wastewater treatment capacity. Instead, the Mulberry Grove development is served by a lift station that pumps wastewater to the Columbus Water Works sewerage system where it is treated at the South Columbus Water Resource Facility located at 3001 South Lumpkin Road in Columbus, about 20 miles from the Mulberry Grove development. While Harris County owns and operates the lift station and force main, the entire 2 MGD capacity of the infrastructure has been allocated to Mulberry Grove by contract (Appendix E).

The 2008 Intergovernmental Contract to Provide Sanitary Sewer Service to Harris County (Appendix F) states that the maximum allowable discharge into CWW’s system is 2.0 MGD with an instantaneous peak flow of 2,100 gpm. This is the maximum discharge that can be handled by CWW’s sewerage system at the Harris County tie-in point. Major upgrades, including upsizing several miles of gravity sewer main would be required to increase this capacity, which is not economically feasible.

Flow is measured by a metering manhole at the discharge point into CWW’s sewer system. Currently, Harris County bills approximately 21,500 gpd for sewer. This is only 2% of the capacity of the Mulberry Grove Lift Station. At full build out, it is estimated that the development will contribute 693,900 gpd of wastewater, or approximately 35% of the total capacity.

The 2014 Water and Wastewater Service Agreement between Harris County and the Mulberry Grove Development states that Mulberry Grove has exclusive use of the lift station and force main, and no other entity can connect to these facilities without the approval from Mulberry Grove. Additionally, the agreement states that Harris County cannot charge sewer customers in Mulberry Grove more than 110% of what CWW charges their sewer customers. This is problematic because Harris County does not have as many sewer customers as CWW and the cost to collect and treat each gallon of sewage is going to be higher for Harris County. This issue should be evaluated to determine if the existing agreement can be modified.

Based on Harris County’s budget audits, sewer expenses were \$198,000 and revenue was \$164,000 in 2022. A more detailed assessment of Harris County’s sewer revenues and expenses is included in the accompanying Water and Sewer Rate Study.

3.2 Other Treatment Options

Public wastewater discharge permits in Harris County include the Hamilton WPCP, Pine Mountain WPCP, and West Point WPCP. All three are in the middle to northern portion of the County, with Pine Mountain and West Point too far north to provide any sewer service to the residential needs in the southern part of the County. Hamilton is the closest municipal sewer system but is still over

8 miles from the current Harris County sewer system. Hamilton's wastewater treatment facility is permitted for 200,000 gpd but they are currently treating 125,000-150,000 gpd. Therefore, there is not enough excess capacity to be beneficial for Harris County,

If Harris County plans to establish its own wastewater treatment capacity, a stream discharge near the Mulberry Grove development is not feasible. EPD does not allow instream waste concentrations to exceed 33% of a stream's mean annual flow. To discharge a flow rate of 2 MGD, a stream with an annual mean flow of at least 9.38 cfs (6.06 MGD) would be required, which greatly exceeds the size of any of the small creeks near Mulberry Grove.

There are two locations with adequate annual mean flows to accommodate a potential wastewater treatment plant (WWTP) stream discharge, shown in Figure 3.2. The existing Mulberry Grove force main runs along I-185, crossing under Standing Boy Creek on its way to the Muscogee County line. Since Standing Boy Creek has an estimated annual mean flow of 24.5 cfs or 15.83 MGD, Harris County could theoretically discharge up to 5.23 MGD of treated effluent at this location. Alternatively, flow could be pumped across SR 315 and then flow by gravity to Mulberry Creek which has an estimated annual mean flow of 211 cfs. Mulberry Creek has a larger drainage area but would require installing a new force main and gravity sewer main.

Harris County could stage the construction of a new WWTP in phases to spread out some of the capital costs. For example, the WWTP could initially be constructed to treat 0.5 MGD, with future phases for 1.0 and 2.0 MGD. The estimated cost to construct a 0.5 MGD WWTP is approximately \$20 million, and it would take approximately 8 years to site, design, and construct the new facility.

While it is feasible that a new development could utilize a package plant for wastewater treatment, we do not recommend that Harris County fund the associated capital costs for this option due to high construction and operational costs for package plants on a per gallon basis. If a developer elects to construct a high-density residential neighborhood, the associated costs for a package plant should be covered by the developer. However, it is our estimation that land costs in Harris County are not high enough for a package plant to be economically practical compared to the utilization of septic tanks.

The last treatment option is to install a land application system (LAS). Since this would allow for less stringent effluent concentrations, a treatment pond system could be installed instead of a more complex mechanical treatment plant. However, this option would require the purchase, clearing, and maintenance of large amounts of land. The estimated cost to construct an LAS system would also be approximately \$20 million, though this estimate can vary significantly due to the cost of land.

Assuming a proposed 0.5 MGD WWTP/LAS would be funded with a 30-year GEFA loan at current interest rates, the debt service is estimated to be approximately \$1,000,000 per year. The operation and maintenance cost for a 0.5 MGD WWTP/LAS is approximately \$200,000 per year. Therefore, the total yearly cost for a 0.5 MGD WWTP is estimated to be \$1,200,000. At CWW's current rates it would cost Harris County approximately \$930,000 per year to send 0.5 MGD of wastewater to CWW. Therefore, any treatment plant 0.5 MGD or smaller, including a package plant, is not an economical option for Harris County to treat wastewater.

3.3 Summary and Conclusions

The sewerage system owned and operated by Harris County is currently limited to only serving the Mulberry Grove development. Since the development controls all 2.0 MGD of capacity at the

existing lift station and force main, approval from Mulberry Grove would be required if any new developments want to tie into the sewer system. The Columbus Water Works sewerage system does not have the capacity to accommodate more than the 2.0 MGD already allocated to the development. Since it is estimated that at full build-out of Mulberry Grove about half of the capacity will be used, the County may want to consider acquiring or purchasing capacity from the development for its own economic development purposes.

Constructing a new wastewater treatment plant that utilizes stream discharge or a land application system is feasible but costly. Until Harris County's wastewater flows exceed 1.0 MGD, it is likely more economical for the County to utilize CWW for wastewater treatment capabilities. Approximately 6,700 new residential units and/or a significant industrial user would be required for a wastewater contribution of 1.0 MGD. Therefore, most future developments in Harris County will have to rely on on-site sewerage treatment such as septic tanks, particularly in the north of the County where there is much less density.

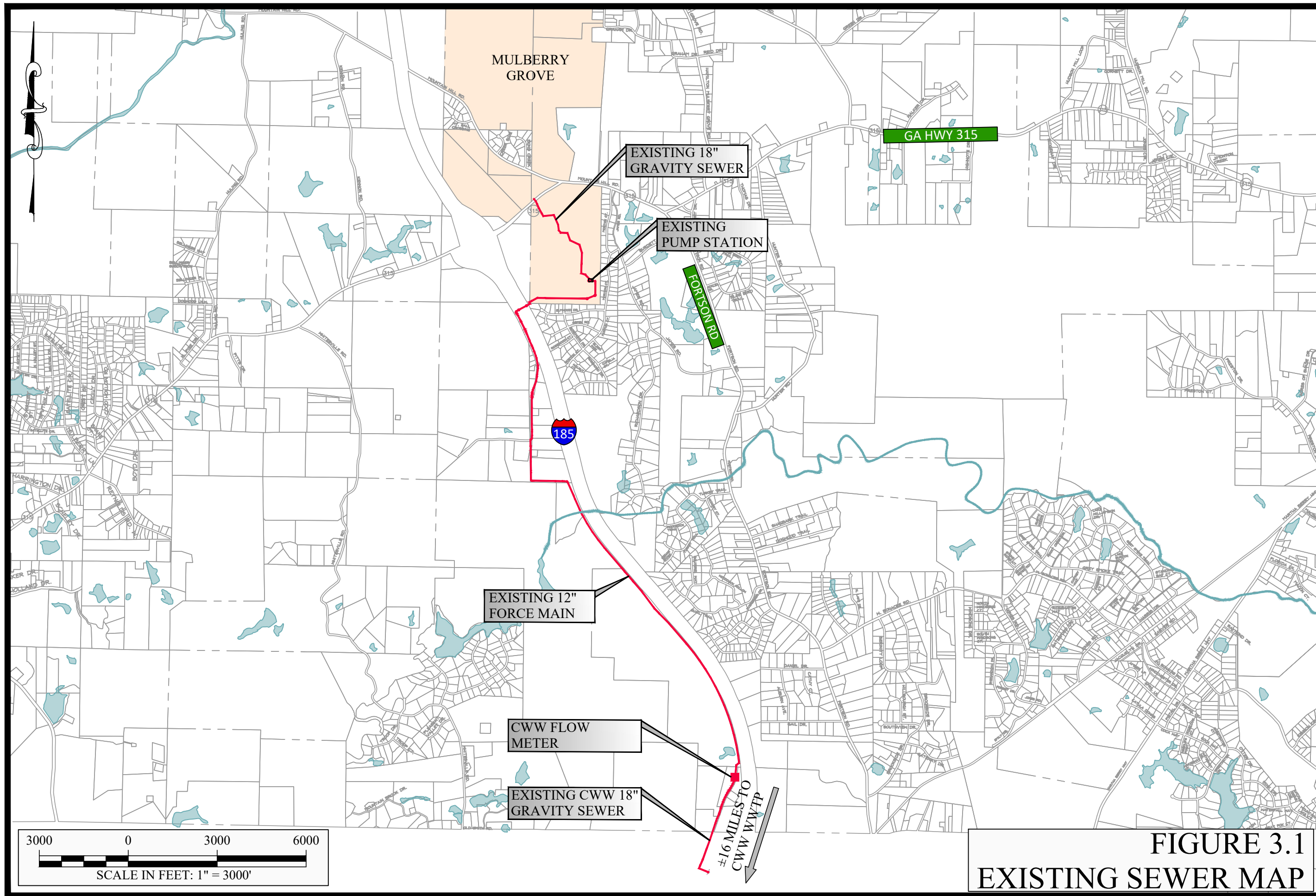


FIGURE 3.1
EXISTING SEWER MAP

REVISIONS:

WATER AND SEWER
5 YEAR MASTER PLAN
FOR THE
HARRIS COUNTY
BOARD OF COMMISSIONERS

Carter & Sloop
CONSULTING ENGINEERS
MACON ♦ ATHENS ♦ CANTON ♦ MOULTRE

115 WOODLAND WAY SUITE 120, CANTON, GA 30114, 770.479.8782 TEL., 770.479.1884 FAX

DSGN:	C & S
DRWN:	D.K.G.
SCALE:	AS SHOWN
DWG. NAME:	
PROJ. NO.:	H1500.111
DATE:	
SHEET NO.:	1
OF 1 SHEETS	

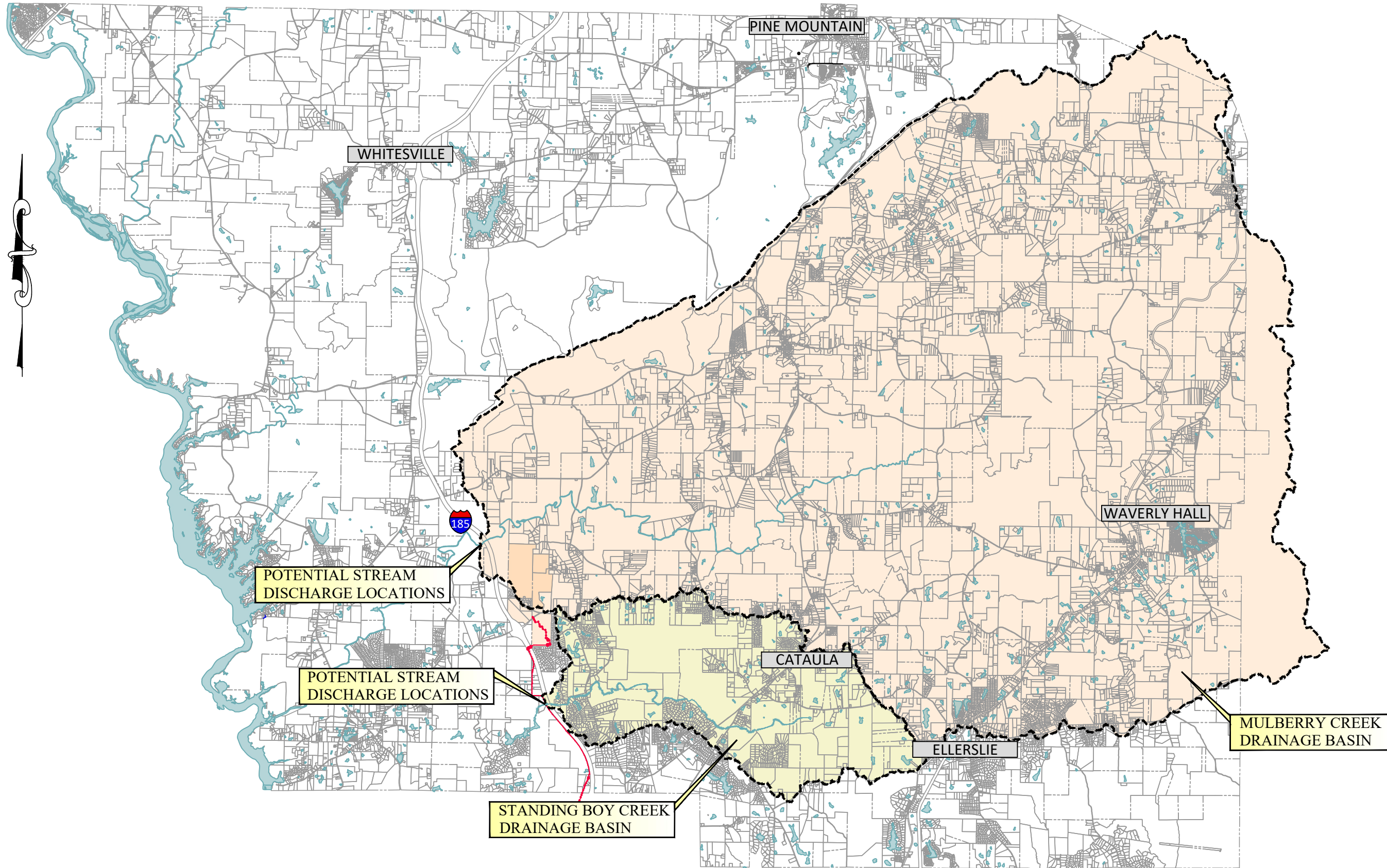


FIGURE 3.2
DRAINAGE BASIN MAP

REVISIONS:

WATER AND SEWER
5 YEAR MASTER PLAN
FOR THE
HARRIS COUNTY
BOARD OF COMMISSIONERS

Carter & Sloop
CONSULTING ENGINEERS
MACON ♦ ATHENS ♦ CANTON ♦ MOULTRE

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DSGN:	C & S
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DWG. NAME:	
PROJ. NO.:	H1500.111
DATE:	
	SHEET NO.:
	1
	OF 1 SHEETS

**APPENDIX A:
HARRIS COUNTY WATER WORKS
EXISTING WATER SYSTEM MAP**

APPENDIX B:
1999 WATER WITHDRAWAL LICENSING AGREEMENT
GEORGIA POWER COMPANY AND HARRIS COUNTY

STATE OF GEORGIA
COUNTY OF FULTON

Subject: Bartletts Ferry Dam Project
L. F. No.: 3-10

WATER WITHDRAWAL LICENSING AGREEMENT

COPY

THIS AGREEMENT made and entered into this _____ day of _____, 19____, between GEORGIA POWER COMPANY, 241 Ralph McGill Boulevard, Atlanta, Georgia 30308, a Corporation organized and existing under the laws of the State of Georgia, (or "Company") and the BOARD OF COMMISSIONERS OF HARRIS COUNTY, GEORGIA, P. O. Box 365, Hamilton, Georgia 31811, (or "Second Party").

WITNESSETH:

WHEREAS, the Company is the owner and developer of a hydroelectric development in Lee County, Alabama and Harris County, Georgia, and has constructed in connection with said development a dam known as the Bartletts Ferry Dam (the "Dam") and has backed up and impounded waters thereby making a reservoir known as Lake Harding (the "Reservoir") (said Dam and Reservoir being sometimes hereinafter collectively called the "Project") licensed by the Federal Energy Regulatory Commission as FERC Project No. 485; and further where the waters of the Reservoir are used and intended to be used by the Company in its general business of generating and transmitting electrical energy for use at various places in the State of Georgia; and

WHEREAS, Second Party requires a source of raw water supply on an incremental basis and in aid thereof desires to construct and maintain intake pipes, pipelines, pumphouses and other facilities ancillary thereto (collectively herein called "Facilities") on portions of and in proximity to the Project; and

WHEREAS, the Company, while not inviting and/or acquiescing in any previous use of the Reservoir and the Project for the foregoing named purposes, does not object thereto to the extent that such activities do not interfere with its operation of said hydroelectric development and the Project, and to the extent that such activities will not interfere with any operation which the Company may later make of said hydroelectric development and of the Project; and

WHEREAS, Second Party desires to use certain property of the Company on portions of and in proximity to the Project as more fully hereinafter described; and

WHEREAS, the Company and the Second Party entered into an Easement Agreement for the withdrawal of raw water from the Project on the 2nd day of December, 1983, recorded in Deed Book 119, Page 163 in the office of the Clerk of Superior Court, Harris County, Georgia; and

WHEREAS, the Company and the Second Party mutually desire to cancel and rescind said Easement Agreement and substitute for it this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the promises and the mutual covenants herein contained, the Company does hereby provide this license to Second Party, and Second Party, subject to the terms, covenants and conditions of this Agreement, does hereby accept this non-exclusive license from the Company, for raw water from the Reservoir and the necessary use therefor of that certain tract or parcel of land (the "Premises") more particularly described in Exhibit "A", attached hereto and by reference incorporated herein.

The Company provides this license for raw water including the use of the Premises to Second Party together with the right to construct, erect and maintain, at Second Party's sole cost and expense, that portion of the Facilities on the Company's Premises which is actually required by the Second Party for the purpose of supplemental raw water withdrawal from Georgia Power Company's Reservoir.

Plans for changes in Second Party's Facilities must be submitted to the Company in writing, and the design and location of such changed Facilities must be approved by the Company, which approval may be withheld in the event the Facilities, or any of them, do not conform to the overall scheme of the Project, as determined by the Company, or fail to comply with any and all applicable governmental regulations respecting the Premises, Project or Facilities. Second Party shall also secure the Company's written approval for any changes in location or design of the Facilities. The Company reserves the right to require changes in the Facilities at any time after they are constructed if, in the Company's opinion, these are necessary, changes to be completed within sixty (60) days of Second Party's receipt of the Company's request. No temporary structures of any kind shall be erected or maintained and the Facilities, although not necessarily permanent, shall be built so as to be permanent.

SPECIAL CONDITIONS: Second Party, its successors and permitted assigns or sub-tenants, accept this non-exclusive license to withdraw raw water from the Reservoir and to use the Premises therefor to the extent necessary from the Company with the express understanding that in the event the Company desires the use of the Premises, or any portion thereof, for any purpose in connection with any present or future conduct of the Company's business, as now being conducted or as may be conducted in the future, this Agreement and all rights of Second Party hereunder shall be terminated by written notice from the Company to Second Party as provided in Paragraph 18 below, and all buildings, structures, improvements or possessions of Second Party including, without limitation, the Facilities located, kept, erected, constructed or maintained in, at or upon the Premises shall be forthwith removed as provided in Paragraph 18 below. All costs incurred in removal of said buildings, structures, improvements or possessions shall be borne by Second Party, and Second Party covenants and agrees not to resist or interfere in any way with the exercise of the rights reserved by the Company by this Special Condition. Furthermore, Second Party covenants not to assert any claim or demand whatsoever against the Company which Second Party may have as a result of said removal.

Further, by its acceptance hereof, Second Party, for itself, its successors and permitted assigns, covenants and agrees that Second Party's use and enjoyment of the rights granted herein shall be absolutely subject at all times to the following:

1. Unless sooner terminated in accordance with the terms hereof, the term of this Agreement effectively begins on the 3 day of August, 1999, and ends on the 3 day of August, 2000. Upon expiration of the one-year term, this Agreement shall be automatically extended, upon the same terms and conditions set forth herein, or upon such additional and/or revised terms and conditions as agreed to by the Company and Second Party, for additional one-year periods (collectively the "Term"). In no event, however, shall the Term of this Agreement extend beyond the period of the operating license, or renewals thereof, for this Project issued by the Federal Energy Regulatory Commission.

2. In Second Party's use and enjoyment of its rights under this Agreement, Second Party shall comply and shall cause the Facilities and that portion of the Project and Premises used by it to comply, with all federal, state and local health regulations which affect the Project, the Facilities and the Premises. Without limiting the generality of the foregoing, the Second Party shall throughout the Term comply with all water withdrawal regulations and all orders or decrees of any water agency that may be applicable to the withdrawal of water from the reservoir by the Second Party. The Second Party shall immediately notify the Company of any assertion by a water agency or other party that the Second Party is not in compliance with applicable regulations, orders or decrees.

3. Second Party shall not use nor allow the Project, Premises and Facilities to be used in such a manner as to endanger health, create a nuisance, or otherwise be incompatible with the overall Project use nor shall Second Party use the Project, Premises and Facilities in violation of such reasonable rules and regulations as the Company may now or hereafter publish and promulgate with respect to the entire Project and the tenants and users thereof.

4. Prior to any withdrawal of water from the Reservoir or any release, introduction, discharge or return of water into the Reservoir, Second Party shall obtain and comply with any and all applicable permits, licenses, and other authorizations under federal, state or local statutes, laws, ordinances, rules or regulations. Second Party shall use its best efforts and all necessary precautions to protect the environmental features of the Project and Premises including, without limitation, cooperating with the Company and all governmental authorities having jurisdiction over the Project and Premises in taking measures to prevent soil erosion and contamination, to protect existing vegetative cover, to assure environmental qualities, including that the scenic value of the Project and Premises is not affected, and to protect water quality in and of the Reservoir. In the event Second Party causes or continues to use any portion of the Premises or Project under circumstances where it knew or should have known environmental harm such as described herein was being done to the Project or Premises, Second Party covenants not to sue Company in that instance and agrees to correct and indemnify the Company as provided herein for any and all damages reasonably associated therewith.

5. Second Party shall not assign this Agreement, or any rights of Second Party hereunder, nor allow the use of all or any portion of the Project or Premises, without the prior written consent of the Company. Upon any such approved assignment or use, Second Party shall not be relieved of any liabilities or obligation to the Company but shall be and remain primarily liable to the Company hereunder for all payments, and the performance of all obligations of Second Party. Consent by the Company to one assignment or use shall not be deemed consent to any subsequent assignment or use. Second Party shall not use nor permit the Facilities, Premises or Project to be used for any purpose other than as expressly granted herein, it being expressly agreed by Second Party that the Facilities, Premises or Project shall not be used in any manner or way which would be in violation of any rule, regulation, ordinance, law or decree promulgated with respect thereto by any governmental authority having jurisdiction thereof. Second Party also agrees not to use nor permit the Premises, Project or Facilities to be used in any manner or for any purpose which might limit or interfere with the Company's business as now being conducted or as may be conducted in the future.

6. The Company reserves the unrestricted right to locate or relocate, and/or grant the right to locate or relocate, and thereafter use roadways, rights-of-way and utility easements, on, across or adjacent to the Project and Premises whether or not any portion thereof is used by Second Party hereunder.

7. By acceptance of this Agreement, Second Party expressly acknowledges and agrees that the Project and Premises may or may not be suitable for the purpose for which Second Party desires to use them, and that the Project and Premises may not be in a safe or proper condition for such desired use. Second Party further acknowledges that the Company has not made and makes no warranties or representations with respect to the Premises, the Project and the Reservoir, including without limitation, accessibility thereto.

8. Second Party, by acceptance of this Agreement, agrees to use its best efforts and every precaution to prevent the spread of fire on or from the Premises to lands adjacent thereto. Second Party covenants not to sue and agrees to indemnify the Company as provided herein for any and all fire damage to trees or timber of the Company on the Premises or land of the Company adjacent thereto which is, in any manner, attributable to Second Party's use of the Premises and Project.

9. All notices required, necessary or desired to be given under this Agreement shall be effective only if given in writing and when delivered to the Company at the above address or to Second Party at the above address or to such other address as either party hereto may hereafter specify by like notice and said notices shall be mailed by certified mail, return receipt requested, and shall be deemed received from the date said notice(s) shall have been duly received as evidenced by the certified mail receipt.

10. Second Party agrees that the Company, its officers, agents and employees or other persons authorized by the Company, shall have the right at any and all times to enter upon the Facilities, Project and Premises in its and their business, it being understood and agreed that the Company's right of entry shall always exist and shall not be interfered with, including the right to cut and remove such trees that are deemed desirable or expedient for the protection of the Project and Premises and the Company's forestry program, or for the use and enjoyment of easement rights granted or to be granted by the Company contemplated by Paragraph 6 hereof. Second Party hereby agrees that it will not seek to restrict in any way the Company's access to the Premises, Project or Facilities.

11. All other terms and conditions contained in this Agreement notwithstanding, the Company expressly reserves the right to suspend this Agreement, and to restrict temporarily Second Party's right to take raw water from the Project as a supplemental source of water supply, without cause, by giving Second Party twenty (20) days notice in advance of the Company's intention to suspend. Second Party covenants and agrees that the Company shall have no liability or obligation to Second Party with respect to restricting or stopping Second Party's outtake of raw water from the Project. Second Party shall have no recourse or remedy against the Company for the Company's exercise of any or all rights hereunder and further agrees to indemnify the Company as provided herein for and against any and all claims and liability as provided herein resulting from said suspension. Company will not unreasonably exercise its right to temporarily suspend and restrict Second party's right to take raw water from the Premises.

12. The Company expressly reserves its right and privilege to exercise any right or undertake any action necessary, advisable or desirable, in the Company's sole discretion, for the furtherance of Project purposes or operations.

13. Second Party agrees to deliver that portion of the Project and Premises used by it at the termination of this Agreement in as good condition as when received by Second Party, normal wear and tear excepted. All taxes which may be assessed on the Facilities, or other property of Second Party located at or upon the Premises during the Term, shall be paid by Second Party, and proof of

such payment shall be delivered to the Company on request. In the event Second Party shall at any time fail or refuse to pay any tax or assessment lawfully charged against the Facilities, or other property of Second Party located at or upon the Premises, the Company may pay said tax or assessment and the amount thereof shall be promptly repaid to the Company by Second Party on demand.

14. Any failure on the part of the Company to take action on one or more violations of any provision of this Agreement shall not be deemed a waiver of its right to take action against any other present or future violations, of the same provision, or any other provision.

15. Second Party agrees that use or occupancy of the Project and Premises by Second Party, Second Party's successors, permitted assigns and users is subject in all respects to the provisions, terms and conditions set forth in the Federal Energy Regulatory Commission license for the Project as now or hereafter amended and in the Federal Power Act, both of which are hereby incorporated by reference as a part of this Agreement to the extent applicable to place Second Party on notice thereof and Second Party shall be subject to such orders, rules and regulations as the Federal Energy Regulatory Commission has issued or may issue from time to time as prescribed under the provisions of the Federal Power Act. The Company expressly reserves the use of that portion of the Premises which lies within the Project boundary for Project purposes except as is actually required to withdraw supplemental raw water as contemplated hereby. Second Party further agrees that use or occupancy of the Project and Premises by Second Party, Second Party's successors, permitted assigns and users is subject and subordinate to the rights, titles and interests of all persons, firms, corporations and institutions holding and owning interests in the Project and Premises which are superior to or greater than the interest of the Company.

16. The Second Party agrees that this Agreement and the use by Second Party of the Premises shall be subject to the Indenture executed by the Company and the New York Trust Company, Trustee, (and any successor thereto, including without limitation, Chemical Bank), dated March 1, 1941, and all supplements thereto.

17. This Agreement shall create the relationship of licensor and licensee only between the Company and Second Party. No estate shall pass from the Company to Second Party hereunder; Second Party shall have a usufruct only, not subject to levy, sale or attachment; however, this shall not prevent levy, sale or attachment on Second Party's personal property located on the Premises.

18. All other terms and conditions contained in this Agreement notwithstanding, either Company or Second Party shall have the right to terminate this Agreement if Company reasonably determines that the continued use of the Project and Premises by Second Party will interfere with Company's lawful or intended use of its Project and Premises or if Second Party reasonably determines that it no longer needs, requires, desires or wants the use of the Reservoir, Premises and raw water and Company or Second Party so notifies the other by written notice ninety (90) days in advance of such Parties' intention to terminate this Agreement. Company, in lieu of termination, may, but shall not be obligated, instruct or notify Second Party of reasonable and acceptable modifications and improvements to Second Party's Facilities which would eliminate or correct the interference with Company's lawful or intended use of its Project and Facilities. Upon notice, Second Party agrees to accept the termination by Company or to perform immediately and promptly the modifications and improvements, to be completed within a reasonable time, instructed by Company so as to faithfully comply with the terms of this Agreement. In the event of a termination of the Agreement pursuant to this Paragraph or cancellation otherwise under this Agreement, Second

Party shall have the next one hundred eighty(180) consecutive calendar days from and after the termination or cancellation date in which to remove any and all buildings, construction, improvements, or other property of Second Party (including, without limitation, the Facilities) which may have been placed on the Premises and are owned by Second Party. In the event that said buildings, construction, improvements or property shall not have been removed by Second Party within said one hundred eighty (180) days, then the same shall be deemed abandoned by Second Party and Company may, at its sole discretion, remove or cause to be removed such buildings, construction, improvements or property from the Premises at the expense of Second Party, which sum Second Party shall pay to Company on demand.

18(a). Any and all provisions of this Agreement notwithstanding, both parties to this Agreement acknowledge that their intended use of the Project, Premises, Facilities, and Reservoir are regulated by the Federal Energy Regulatory Commission and other governmental agencies and to the degree that lawful regulations imposed by any such regulatory agencies conflict with this Agreement. This Agreement is automatically amended to comply with such regulation and the parties agree to fully comply therewith.

19. It is expressly understood that any buildings, construction, improvements or property of Second Party (including, without limitation, the Facilities) that may be placed upon the Premises by Second Party, Second Party's successors, permitted assigns or users, are expressly subject to the right of the Company to flood and backwater over and upon all or any portion of the Premises and to extend or enlarge the Company's hydroelectric development, and subject to the Company's right to extend and enlarge the Reservoir to include the entire Premises. Second Party, for itself, its successors, permitted assigns and users, expressly acknowledges and agrees that all buildings, construction, improvements or property of Second Party (including, without limitation, the Facilities) which Second Party may place on the Premises shall be placed thereon at the peril of Second Party with full notice and knowledge that the Company has the right to enlarge its said operation as herein provided.

20. Except as otherwise provided herein, this Agreement shall be subject to immediate cancellation by Company upon the occurrence of any one or more of the following causes or events:

- (a) Failure of Second Party to pay taxes as provided in Paragraph 13; or
- (b) Removal by Second Party, permitted assigns, users, employees or contractors of growing timber located upon the Premises without prior written permission from Company; or
- (c) Adjudication of Second Party as bankrupt by any court of competent jurisdiction, or voluntarily seeking of relief by Second Party under any chapter or provision of any law respecting bankruptcy or debtor relief; or
- (d) Failure of Second Party to comply with any covenant, term or condition of this Agreement.

Upon the occurrence of any breach or default of Second Party of any provision, covenant, condition, reservation or restriction set forth and contained in this Agreement, Company shall notify Second Party of such breach or default and shall provide Second Party forty-five (45) days in which to correct such breach or default. If in the sole opinion of Company, Second Party has not corrected

said breach or default within said forty-five (45) day period, Company, in addition to, but not in lieu of, any other remedy afforded Company at law or in equity, shall have the immediate right to enter upon the Premises, without creating any claim or right or liability whatsoever, and summarily eject Second Party from the Premises and the use thereof.

21. The provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the Company and Second Party, their respective successors, heirs, legal representatives, permitted assigns and users. This Agreement is made and intended as a Georgia contract to be interpreted and enforced under the laws thereof.

22. This Agreement is the entire agreement of the parties, and said parties shall not be bound by any statement, agreement or understanding not contained herein. This Agreement shall not be modified, altered, amended or assigned except in writing, executed by both the Company and Second Party.

23. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal has or can be taken, this Agreement shall not terminate and there shall be immediately substituted for such invalid or unenforceable provision a like but valid and enforceable provision which most nearly satisfies the ruling of such court and comports with the original intention of the parties.

SPECIAL STIPULATIONS:

1. All or any portion of the Facilities which shall be erected, constructed, maintained and operated by Second Party within the Premises shall be erected, constructed, maintained and operated by Second Party, at Second Party's sole cost and expense, so as not to present a hazard to the use and enjoyment of the Project or land adjoining the Project by Company for recreation or navigational purposes, and otherwise as provided for herein; and all such Facilities shall be constructed, operated and maintained in accordance with all applicable rules, regulations, laws, rulings and ordinances of all lawfully constituted authorities having jurisdiction thereof, including but not limited to the Federal Energy Regulatory Commission, the U.S. Army Corps of Engineers and the Georgia Department of Natural Resources. Further, Second Party shall keep and maintain highly visible warning buoys, signs and markers, visible by night, which clearly indicate the location of all portions of any Facilities installed.

2. Second Party shall have the right to take from waters of the Project, solely as a source of raw water, quantities of raw water not to exceed three million (3,000,000) gallons per day during the Term of this Agreement. Second Party shall at all times practice and promote reasonable water conservation measures.

It is expressly understood by Second Party that said waters are raw, untreated and not drinkable (not potable) and are taken and accepted in an AS IS condition, with no express or implied warranties. Any and all loss, costs, claims, demands, suits or expenses, for damages to persons, including death, or damage to property resulting from or attributable to consumption of, or contact with said waters are expressly contemplated by the parties herein to be subject to the indemnification provisions of Paragraph 5 of the Special Stipulations of this Agreement.

3. Second party does hereby agree to pay Company for energy and capacity lost to the Company's other hydroelectric developments, based on the amount of raw water withdrawn. Second party shall supply the Company within thirty (30) days after the end of each calendar year, during the term of this Agreement or within thirty (30) days after any termination hereof, a copy of recorder printouts showing the volume of raw water taken into the Facilities for the previous calendar year or lesser period covered by such printout. The rate used in computing the charge for lost energy as a result of raw water withdrawn from the Project shall be the Company's monthly average peak period incremental production cost calculated by the Southern Electric System. The Company's cost in the peak period will be the average of the hourly amounts for all peak hours in a calendar month. Peak hours are defined as those hours between 8:00 a.m. and 10:00 p.m. Eastern prevailing time of each day with the exception of all Saturdays, Sundays and each of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the day following when such holiday falls on Sunday.

The rate used in computing the charge for lost capacity as a result of raw water withdrawn from the Project shall be based on the Company's marginal costs of replacement peaking capacity.

In no event shall the combined lost energy and lost capacity charge be less than one (1) cent per one thousand gallons withdrawn.

The parties acknowledge that a change or change in interpretation of law or regulation (Change of Law), including but not limited to, environmental laws and regulations, may significantly change Georgia Power's costs or operating practices in providing the service described above. In the event of such Change in Law, Georgia Power may give notice to Harris County that Georgia Power's costs have changed significantly and upon ninety (90) days, following such notice, modify the agreement to reflect such changes in costs.

4. Statements reflecting amounts due from Second Party to the Company pursuant to this Agreement shall be mailed in accordance with other notices as specified herein. Each such statement shall specify the manner in which payments shall be directed to the Company and all amounts required to be paid shall be paid to the Company within fifteen (15) days following receipt of each such statement.

In the event the "due date" falls on Saturday, Sunday, or any legal holiday, payment will be made on the next business day. For any amount due and unpaid after the due date, there shall be added fifteen percent (15%) per annum until the amount is paid in full.

5. Second Party does hereby release, covenant not to sue and agrees to indemnify and save harmless the Company, its officers, directors, shareholders, employees, agents, successors and assigns, from and against any and all losses, costs, claims, demands, suits or expenses, (including court costs and attorney's fees) for injuries to persons, including death, or damage to property resulting from, arising out of or caused by the construction, operation, maintenance, use and removal of the Facilities by the Second Party, or the exercise by Second Party, its employees, agents, contractors, permitted assigns and users, and successors, of any right or privilege granted under this Agreement (including, without limitation any and all claims relating to, riparian rights, water pollution, soil contamination, flooding, water withdrawals) and excepting only those situations where the injuries claimed have been caused solely by negligence on the part of the Company its agents or employees. Further, Second Party agrees to furnish and maintain at all times during the Term of this Agreement, and at its sole expense, a policy or policies of insurance for each type of coverage and

with the minimum limits stated hereinafter, said policy or policies to be on an "occurrence" basis without "sunset" clauses, rather than on a "claims made" basis:

(i) Indemnification of the Company, and its officers, directors, shareholders, employees, agents, successors and assigns, for claims or damages for personal injuries, or for death resulting therefrom, arising out of activities conducted in connection with or to be performed by Second Party under this Agreement in amounts not less than:

\$1,000,000.00 - for any one person

\$3,000,000.00 - for any one accident

(ii) The legal liability (including liability assumed contractually, whether incidental or not) of Second Party, its agents, employees, or others, engaged in any activity conducted in connection with or to be performed under this Agreement, and for death resulting therefrom, under the applicable Workers' Compensation Acts.

(iii) Indemnification of the Company, and its officers, directors, shareholders, agents, employees, successors and assigns, from payment of claims for damages to property, including but not limited to environmental damage to property belonging to those other than Second Party for any activity conducted in connection with or to be performed under this Agreement in amounts not less than:

\$1,000,000.00 - for any one incident and, subject to the same limit for any one incident, in an aggregate amount not less than \$3,000,000.00.

(iv) Indemnification of the Company, and its officers, directors, shareholders, employees, agents, successors and assigns, for claims or damages for personal injuries, or for death resulting therefrom, and for damages to property belonging to agents or subcontractors of Second Party or to those other than Second Party caused by automotive equipment of or used by Second Party or its agents, subcontractors, employees or others in connection with or in the performance of this Agreement in amounts not less than:

\$1,000,000.00 - for any one person

\$3,000,000.00 - for any one accident for bodily injury

\$1,000,000.00 - for property damage for any one accident

(v) All of the aforementioned insurance shall be placed with an insurance company or companies whose financial condition and policy forms are acceptable under the standards of the Insurance Code and the Insurance Department of the State of Georgia, and shall be endorsed to cover all liability assumed under the provisions of this Agreement, said endorsement to be worded substantially as follows:

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed under the provisions of an Agreement entered into by the Georgia Power Company and the insured, dated

_____."

(vi) As evidence of this insurance, and prior to the beginning of any work or activities in connection with or to be performed under this Agreement, Second Party shall submit to the Company a certificate of the above coverage, which certifies that the said policies have been properly endorsed to meet the above requirements and are in full force and effect with the Company as a named insured. Second Party agrees to furnish renewal insurance certificates through the Term of this Agreement.

(vii) Each of the above required policies shall be endorsed with a provision whereby the insurance company must notify the Company thirty (30) days prior to the effective date of any cancellation or material change in any of the said policies, and no such cancellation or change shall be effective as to the Company unless approval therefor by the Company is given.

NOTE: Second Party shall require all its contractors to carry insurance meeting these coverages and all related requirements regarding said coverages as set forth herein shall apply with respect thereto.

(viii) The Company reserves the right to review the amounts of said insurance set forth above and to adjust said amounts at the end of each and every Term of this Agreement.

(ix) The provisions requiring Second Party to carry insurance shall not be construed or constructed as waiving, restricting or limiting the liability of Second Party as to any obligations imposed in this Agreement, whether or not same are covered by insurance. However, it is the intent of the parties that to the extent there is in force insurance coverage available to cover the legal and contractually assumed liability of Second Party, any payments due therefore shall be made first from the proceeds of such policy or policies to the extent of coverage limits.

(x) Second Party hereby waives and relinquishes any right of subrogation it might have against the Company, and its officers, directors, shareholders, employees, agents, successors and assigns, and further agrees that all policies of insurance maintained by Second Party shall waive any right of subrogation against the Company, and its officers, directors, shareholders, employees, agents, successors and assigns.

6. The Company shall be under no duty or obligation to Second Party to maintain or continue to operate the Project, and should said Project be damaged or destroyed, the Company shall be under no duty or obligation to Second Party to seek renewal of its license for the Project from the Federal Energy Regulatory Commission. Second Party covenants not to sue and further agrees to indemnify the Company from and against any and all claims and damages resulting from the affect on Second Party's use of the Premises in that instance.

7. The Company shall not be charged with any cost or expense for the construction or maintenance of the Facilities or other installations connected therewith as contemplated in this Agreement.

8. The Company shall be provided with key(s) and other necessary apparatuses and/or easements as may be necessary for the Company's access to the Project or Premises used by Second Party and to the Facilities and any other property of Second Party on the Premises. It is agreed that the Company with or without notice at any time may inspect said Facilities and property of Second Party located on the Premises or Project.

9. Second Party shall properly install and maintain during the Term of this Agreement a raw water withdrawal metering system to the satisfaction of Company. Said meter shall be professionally

calibrated as needed but not less than once every twelve (12) months during the Term of this Agreement and a copy of the results of each such calibration shall be mailed to Company in accordance with the notice provision herein.

10. The Facilities to be installed by Second Party for the purpose of supplemental raw water withdrawal as contemplated in this Agreement must be approved by the Company. Such Facilities shall include but not be limited to the following: pump, pipe, water meter, warnings and lighting on the water intake structure which extends into the waters of the Reservoir. With respect to the lighting, its purpose is to serve as an aid to navigation and to provide a warning for the safety of the public.

11. If any "Lien" or notice thereof shall at any time be filed against the Premises used by Second Party, then Second Party shall cause the same to be bonded or discharged of record within twenty (20) days after the date of receipt of written notice from the Company identifying the Lien. Second Party shall be obligated to notify the Company of any such Lien(s) of which it becomes aware. "Lien" shall mean any mechanics' or other liens against the Premises, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Second Party, or any one employed by Second Party, in connection with the exercise of Second Party's rights and obligations hereunder.

IN WITNESS WHEREOF, the Company, by and through its duly authorized officers and agents, and Second Party, by and through its duly authorized officers and agents, have caused this Agreement to be executed, under seal, and delivered at Atlanta, Georgia, the day first above written.

"THE COMPANY"

GEORGIA POWER COMPANY, a Georgia Corp.

By: _____ (SEAL)

Name: J. A. Wilson

Title: Vice President - Land

Attest: _____

Name: Cherry C. Hudgins

Title: Assistant Corporate Secretary
(CORPORATE SEAL)

"SECOND PARTY"

BOARD OF COMMISSIONERS OF
HARRIS COUNTY, GEORGIA

By: _____ (SEAL)

Name: Carl C. Hobbs III

Title: Chairman

Attest: _____

Name: Nancy D. McMichael

Title: County Clerk
(CORPORATE SEAL)

Witness

Sworn to and subscribed
before me this _____ day of
_____, 19____.

Notary Public

Steph R. Harmon
Witness

Sworn to and subscribed
before me this 3 day of
August, 1999.

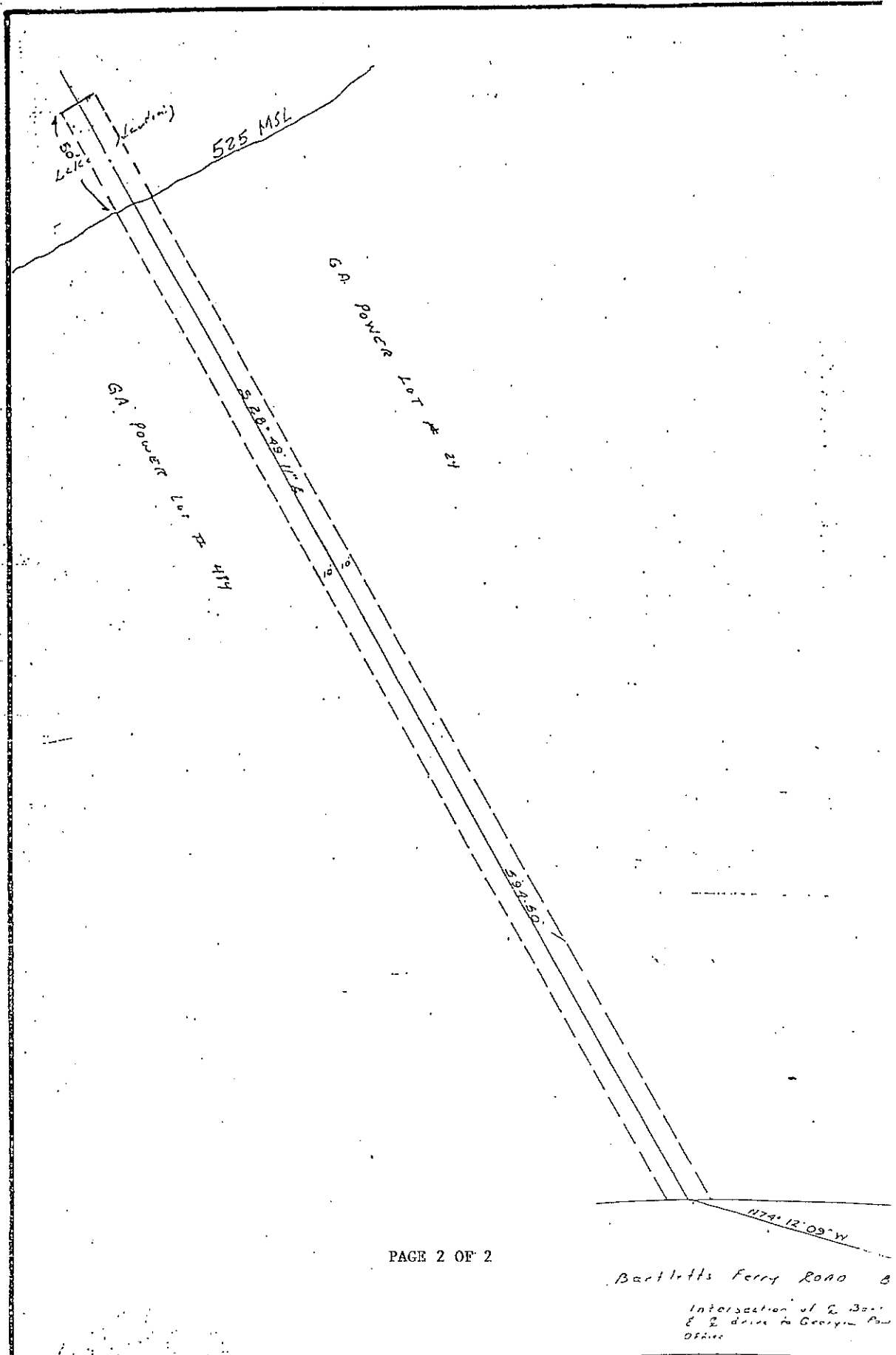
Oliver Goodman
Notary Public

My Commission Expires: June 19, 2000
Water15/DVR

EXHIBIT "A"

That certain tract of land lying and being in Land Lots 61 and 62 of the 19th District, Harris County, Georgia, said tract being more particularly described as follows:

An easement being 20' in width, 10' each side of a center line, and 50' in length; said centerline more fully described as follows: to find the point of beginning, commence at a point in the center of Bartletts Ferry Road (80' right of way) with the intersection of the centerline of the west driveway of Georgia Power Company's Land Department Field Office if extended to the center of Bartletts Ferry Road; thence, from said point in the center of Bartletts Ferry Road, north $74^{\circ} 12' 09''$ west 177.88 feet to the north right of way of Bartletts Ferry Road; thence, north $28^{\circ} 49' 11''$ west 594.50 feet to the 525 foot M.S.L. Countour Line of the Bartletts Ferry Reservoir and the POINT OF BEGINNING; continue; thence, along said centerline with a uniform width of 20', 10' each side of said centerline north $28^{\circ} 49' 11''$ west 50 feet to a point in the Bartletts Ferry Reservoir together with Easement Areas located outside of the project area as follows: 1. An easement 20' in width, 10' each side of a centerline and 594.50' in length; said centerline more fully described as follows: to find the point of beginning commence at a point in the center of Bartletts Ferry Road (80' right of way) with the intersection, of the centerline of the west driveway of Georgia Power Company's Land Department Field Office if extended to the center of Bartletts Ferry Road; thence, from said point in the center of Bartletts Ferry Road north $74^{\circ} 12' 09''$ west 177.88 feet to the north right of way of Bartletts Ferry Road and the point of beginning; thence, from said point of beginning, north $28^{\circ} 49' 11''$ west 594.50 feet to the 525 foot M.S.L. Countour Line of the Bartletts Ferry Reservoir. 2. An Easement Area consisting of one acre, more or less, described as follows: commence at a point on the south right of way of Bartletts Ferry Road (80' right of way), and the west right of way of the road leading into the facilities of the Grantor; thence, from said point north $63^{\circ} 21' 10''$ west along the south right of way of Bartletts Ferry Road 160' to a point; thence, south $26^{\circ} 25' 43''$ west 272.25 to a point; thence, south $63^{\circ} 21' 01''$ east 160' to a point on the west right of way of the said above mentioned road; thence, along said westerly right of way north $26^{\circ} 25' 43''$ east 272.25' to the south right of way of Bartletts Ferry Road and the point of beginning. Said Easement Areas inside and outside of said project area are more fully shown on plats prepared for Harris County Waterworks attached hereto and made a part hereof. Said plat is recorded in plat book 11, at page 154 of the deed record, Harris County.



PAGE 2 OF 2

Bartlett's Ferry ROAD B

Intersection of E. 3rd
 & E. 2nd drive to Georgia Power
 Office

1285
 1/882

In my opinion, the map is a correct and
 reliable representation of the land shown and
 the boundaries are correctly shown. The map
 was prepared by me or under my supervision and
 my signature is a representation of the

APPENDIX C:
1996 WATER PURCHASE CONTRACT
COLUMBUS WATER WORKS AND HARRIS COUNTY

C&A #96-07

WATER PURCHASE CONTRACT

This Contract for the sale and purchase of water is entered into as of the 14th day of March, 1996, between the Board of Water Commissioners hereinafter referred to as the "Seller" and the Harris County Board of Commissioners hereinafter referred to as the "Purchaser",

WITNESSETH:

WHEREAS, the Purchaser is presently operating a water supply distribution system serving water users in Harris County, Georgia, within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

WHEREAS, the Seller owns and operates a water supply treatment and distribution system with a capacity currently capable under normal conditions of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser; and

WHEREAS, by a Resolution enacted on the 12th day of February, 1996, by the Seller, the sale of water to the Purchaser in accordance with the provisions of this Water Purchase Contract was approved, said Contract being made a part of the Resolution, and the execution of this Contract by the Chairman, Board of Water Commissioners, and attested by the Secretary, was duly authorized; and

WHEREAS, by a Resolution enacted on the 6th day of February, 1996,
by the Purchaser, the purchase of water, in accordance with the terms set forth in this Water
Purchase Contract was approved, said Contract being made a part of the Resolution, and the
execution of this Contract by the Chairman of the Harris County Board of Commissioners,
and attested by the Harris County Manager was duly authorized;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements
hereinafter set forth;

A. THE SELLER AGREES:

1. (Quality and Quantity). To furnish the Purchaser at various points of
delivery during the terms of this Contract or any renewal or extension thereof, potable treated
water meeting applicable purity standards of the Department of Natural Resources, State of
Georgia, in such quantity as may be required by the Purchaser; provided, however, that
Seller's obligations hereunder to Purchaser shall in no way interfere with the requirements of
Seller's customers present or future, in Muscogee County, Georgia, as said customers have
now and will have priority over the requirements of Purchaser.

2. (Point of Delivery and Pressure). That water will be furnished at a
reasonably constant pressure from existing points of supply located near the Harris County
Line. Additional points of supply must be mutually agreeable to both parties. If a greater
pressure than that normally available at the point of delivery is required by the Purchaser, the
cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures

of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment). To furnish, install, operate and maintain at its own expense at point of delivery the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the one month previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on or about the last working day of each month. An authorized official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure). To furnish the Purchaser at the above address not later than the tenth day of each month with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. THE PURCHASER AGREES:

1. (Rates and Payment Date). To pay the Seller, not later than the 15th day of each month, for water delivered in accordance with the schedule of rates as follows:

For the period from date of execution to June 1, 1996

Per 100 Cubic Feet Water

First 400 Cubic Feet	10.44	Minimum
Next 20,000 Cubic Feet	1.28	
Next 80,000 Cubic Feet	1.25	
Any additional Cubic Feet	1.09	

For the Period From June 1, 1996 Forward

Per 100 Cubic Feet Water

First 400 Cubic Feet	12.42	Minimum
Next 20,000 Cubic Feet	1.549	
Next 80,000 Cubic Feet	1.472	
Any Additional Cubic Feet	1.395	

2. (Connection Fee). To pay as an agreed cost, any connection fee to provide additional connections to the Seller's system with the system of the Purchaser. Connection fees will consist of any and all costs of the Seller for installation of metering equipment and water main extension. Connection fees shall be paid in advance of any construction by the Seller.

3. (Indemnification and Hold Harmless). To indemnify, hold harmless, and reimburse Seller for all sums which Seller shall be liable to pay as a result of any action, claim, or suit brought against the Seller concerning any aspect of this Contract including but not limited to any action, claim, or suit which claims that either Purchaser or Seller lacked authority to enter into or perform this Contract or that entering into or performing the Contract was an ultra vires or otherwise illegal act. Purchaser shall also indemnify, hold harmless, and reimburse Seller for all costs and expense of any such action or claim including Seller's attorney's fees. Purchaser, however, shall not indemnify, hold harmless and reimburse Seller for liability resulting from Seller's sole negligence.

C. It is further mutually agreed between the Seller and Purchaser as follows:

1. (Term of Contract). That this Contract shall extend for a term of five years from the date of execution by the Seller and, thereafter may be renewed or extended by the mutual agreement of the Seller and Purchaser for such term or terms as may be agreed upon by the Seller and Purchaser, provided however, that if this Contract is extended or renewed, the period of time covered by the Contract, including the initial term of five years and any or all extensions or renewals, shall not exceed fifty years.

2. (Delivery of Water). That ten days prior to the estimated date of completion of construction for any new or additional connections to the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. (Failure to Deliver). That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to delivery water resulting from failure of Seller's system shall be remedied as soon as reasonably possible by Seller with all possible dispatch.

4. (Modification of Contract Rates). That the provisions of this Contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to adjustment by the Seller in the exercise of its discretion.

5. (Cooperative). Seller and Purchaser will cooperate in obtaining such permits, certificates, or the like, as may be required to comply with applicable rules, regulations, and laws.

6. (Termination). Notwithstanding anything to the contrary herein, Seller, at any time during the initial term of this Contract or renewal or extension thereof, shall have the right to terminate or cancel this contract for any reason or cause as it sees fit to do by giving 180 days written notice of the termination or cancellation to Purchaser. All responsibilities, duties and obligations of the Seller to supply water shall cease as of the effective date of cancellation.

7. (Actions Under this Contract). Any action brought by either party to the contract shall be brought in the State or Superior Court of Muscogee County, Georgia, and the Purchaser consents to jurisdiction and venue for this purpose.

8. (Purpose of Contract). This Contract replaces and supersedes that WATER PURCHASE CONTRACT between Seller and Purchaser entered into as of the date, September 26, 1988, and as amended.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in three (3) counterparts, each of which shall constitute an original.

SELLER: Columbus Water Works

By:

Billy J. Turner

By:

TITLE:

President

ATTEST:

Emily E. Blair

SECRETARY

PURCHASER:

Harris County Board of Commissioners

BY:

David B. Buz

TITLE:

Chairman

ATTEST:

Marissa Z. Young

COUNTY MANAGER/CLERK

APPENDIX D:
2017 WATER PURCHASE CONTRACT
TALBOT COUNTY AND HARRIS COUNTY

WATER PURCHASE CONTRACT

THIS CONTRACT for the sale and purchase of water is entered into as of the 11th day of April, 2017 by and between **TALBOT COUNTY** (a political subdivision of Georgia), acting by and through the Talbot County Board of Commissioners, Talbotton, Georgia, 31827, hereinafter referred to as the "Seller" and **HARRIS COUNTY** (a political subdivision of Georgia) acting by and through the Harris County Board of Commissioners, Hamilton, Georgia 31811, hereinafter referred to as the "Purchaser",

WITNESSETH:

WHEREAS, Article IX, Section 3, Paragraph 1 of the Constitution of the State of Georgia authorizes "Intergovernmental Contracts" and authorizes any municipality or other political subdivision to contract with each other for the provision of services or for the joint or separate use of facilities or equipment providing the contract in question deals with activities, services, or facilities which both contracting parties are authorized by law to undertake or provide;

WHEREAS, the Purchaser is organized and established under the statutes of the State of Georgia and contained within its power, for constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

WHEREAS, the Seller owns and operates a water distribution system with a capacity currently capable of serving the present customers of Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

WHEREAS, by Resolution enacted on the 3rd day of April, 2000, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said Resolution was approved, and the execution of this contract carrying out the said Resolution by Talbot County was duly authorized; and

WHEREAS, by Resolution of the Harris County Board of Commissioners, the Purchaser, adopted on March ____, 2017, the purchase of water from the Seller in accordance with the terms set forth in the said Ordinance was approved, and the execution of this contract by Harris County was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. Quality and Quantity. To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Department of Natural Resources, State of Georgia in such quantity as may be required by the Purchaser not to exceed 3,000,000 gallons per month.

2. Point of Delivery and Pressure. That water will be furnished at a reasonably constant pressure. calculated at 30 PSI or more from existing 6" main supply at 2 points located at Georgia Highway #85 and Ingram Road and if reasonably possible, at also the intersection of Georgia Highway 208 and Alabama Road. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing

such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. Metering Equipment. To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for ALL months previous to such test in accordance with percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. Billing Procedure. To furnish the Purchaser at the above address not later than **the 1st day of each month**, with an itemized statement

of the amount of water furnished by the seller to the purchaser during the preceding month.

B. The Purchaser Agrees:

1. Rates and Payment Date. To pay the Seller, no later than the 20th of each month, for water delivered in accordance with the following schedule of rates: See Attachment A.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. Term of Contract. This contract shall become effective on April 1, 2017 and shall terminate on March 31, 2018 unless sooner terminated. This Contract shall automatically renew on March 31, 2018 for four (4) consecutive years thereafter unless sooner terminated or modified by the parties. This Contract may be renegotiated or extended for such terms, or terms, as may be agreed upon by the Seller and Purchaser.

2. Termination. Either party may terminate this agreement by giving written notice to the other party at least thirty (30) days prior to the renewal date that they desire to terminate this agreement.

3. Water for Testing. When requested by the Purchaser the Seller will make available to the purchaser at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at the time, at no charge.

4. Failure to Deliver. That the Seller will, at all times, operate and maintain its systems in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchasers. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or if the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's Consumers is reduced or diminished.

5. Modification of Contract. That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every twelve (12) month period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. Regulatory Agencies. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. Successor to the Purchaser. In the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment,

or otherwise, shall succeed to the rights of the Purchaser hereunder.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in five (5) counterparts, each of which shall constitute an original.

(CORPORATE SEAL)

TALBOT COUNTY, GEORGIA (SEAL)

BY: 

Sher'Londa Walker, Chairman

ATTEST: 

Carol Ison, County Manager

(CORPORATE SEAL)

HARRIS COUNTY, GEORGIA (SEAL)

BY: 

J. Harry Lange, Chairman

ATTEST: 

Nancy D. McMichael, County Clerk



ATTACHMENT A

WATER RATES

Residential and Commercial

Residential Rate:	Commercial Rate:
0-2000 Gallons "Base Rate" \$35.59	0-2000 Gallons "Base Rate" \$177.97
Over 2000 Gallons: Base Rate Plus \$4.50 per 1000 gallons	Over 2000 Gallons: Base Rate Plus \$4.50 per 1000 gallons
Late Charges: \$10.00	Late Charges: \$10.00

APPENDIX E:
2008 WATER AND WASTEWATER SERVICE AGREEMENT
HARRIS COUNTY AND MULBERRY GROVE DEVELOPMENT COMPANY, LLC

STATE OF GEORGIA
COUNTY OF HARRIS

WATER AND WASTEWATER
SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 24TH day of April, 2008, by and between **HARRIS COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter referred to as the "County") and **MULBERRY GROVE DEVELOPMENT COMPANY, LLC**, a Georgia limited liability company (hereinafter referred to as "Developer").

WITNESSETH

WHEREAS, County currently owns and operates a public water system and intends to construct a sewer system to provide service to a limited unincorporated area of Harris County; and

WHEREAS, Developer has the right to acquire property within the Mulberry Grove area of Harris County consisting of approximately 1100 acres, referred to as The Grove, (hereinafter referred to as "the Property") which is depicted on Exhibit "A" attached hereto and upon which Developer plans to develop a mixed use community (the "Project"); and

WHEREAS, Developer desires that the Property be served by County's existing public water and the County's planned sewer system; and

WHEREAS, County plans to construct a water distribution system to the Property; and

WHEREAS, County plans to connect the Property to the Muscogee County Wastewater Treatment System by construction of a sanitary sewer collection system; and

WHEREAS, Developer desires to accelerate construction of the public water and sewer systems in the area to serve the Property by making a financial commitment for the public water and sewer systems to serve the Property; and

WHEREAS, County desires to share the financial risks for the costs of a Sewer Bond Issue for construction of the public water and sewer systems in the area with Developer being responsible for and by underwriting any shortfall in sewer tap fees by (a) the payment of Advance Sewer Tap Fees as defined herein and (b) the levy of ad valorem taxes on the Property by use of a special tax district; and

WHEREAS, County and Developer desire to enter into a Water and Wastewater Service Agreement (hereinafter referred to as "the Agreement") wherein Developer will construct the water and sewer systems within The Grove and County will construct a wastewater sewer line from Muscogee County line to The Grove;

GAH o.c.m.f.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, it is hereby agreed by and between COUNTY and DEVELOPER as follows:

ARTICLE I - DEFINITIONS

Section 1.1. Definitions. Except as otherwise provided herein, the definitions set in the Harris County Code of Ordinances (hereinafter referred to as the "Sewer Ordinance") shall apply to this Agreement:

(a) "Agreement" shall mean this Water and Wastewater Service Agreement between County and Developer.

(b) "The Grove" shall mean that parcel of land owned by Developer consisting of approximately 1100 acres, the boundaries of which are depicted upon Exhibit "A".

(c) "Water and Sewer Plan" shall mean the conceptual plan of water distribution and sewage collection facilities necessary to serve the Property to be prepared by an engineering consultant for Developer which plan must be approved and accepted by County at the onset of planning activity for each phase.

(d) "On-Site Water and Sewer Facilities" shall mean all elements of the water distribution and sewer collection systems necessary to serve the Property located within the boundaries of The Grove.

(e) "Off-Site Water and Sewer Facilities" shall mean all of the elements of the water distribution and sewer collection systems located outside the boundaries of The Grove necessary to serve the Property. The "Off-Site Water Facilities" (herein so called) shall include, but are not limited to, a water main with necessary pumps and water storage tanks. The "Off-Site Sewer Facilities" (herein so called) shall include, but are not limited to, a force sewer main from the Property to the Muscogee County line along with sewage pump stations, and force mains to transport sewage from the Property to County's Muscogee sewerage transfer point. The Off-Site Water and Sewer Facilities will connect with the On-Site Water and Sewer Facilities at the intersection of Mountain Hill Road and Georgia Highway 315.

(f) "Intergovernmental Agreement" shall mean that contract between County and Columbus Water Works, and as may be amended, to provide sanitary sewer service to County which Intergovernmental Agreement is incorporated herein and made a part hereof.

ARTICLE II - ON-SITE WATER AND SEWER FACILITIES

Section 2.1. Water and Sewer Plan. Developer shall prepare the Water and Sewer Plan for all proposed improvements to the water distribution and sewage collection facilities contemplated by this Agreement. The Water and Sewer Plan shall encompass the On-Site Water and Sewer Facilities. Developer shall submit the Water and Sewer Plan to County for

approval by the County. All construction plans and specifications shall be in accordance with the Water and Sewer Plan. Approval of the Water and Sewer Plan is required before the developer is authorized to proceed with the project.

Within sixty (60) days of the submission of a Water and Sewer Plan(s), County shall review the submission and notify the Developer whether the Plan meets the County's approval and, if not, the reasons therefor. Should the County fail to respond to the submitted Plan within sixty (60) days, the submitted Plan shall stand approved. If a submitted Plan is denied by County, Developer shall submit a revised Plan within sixty (60) days after which County shall review the resubmitted Plan as provided herein and respond appropriately.

Section 2.2. Project Construction Plans. Developer, as soon as it has prepared a final site plan for a phase of the Project, shall prepare through its engineer a Project Construction Plan for construction and installation of the On-site Water and Sewer Facilities necessary to furnish water and sewerage services to the part of the Property on which the phase will be constructed. The plans and specifications shall adhere to the minimum requirements and regulations applicable to installation of water and sewer improvements within Harris County. Developer shall submit the Project Construction Plan to the County for comment and review. After review the County shall approve, reject, or request changes to the Project Construction Plan.

Section 2.3. Construction of On-Site Water and Sewer Facilities. Developer shall construct, at its own cost and expense, all the On-Site Water and Sewer Facilities to serve all uses on each phase of the Project in conjunction with the grading, road construction, and other site work for the phase.

Section 2.4. Change Orders. No departure from the approved Project Construction Plan will be made by the Developer without a change order approved by County; provided, however, minor changes may be approved by the County Manager or his designee.

Section 2.5. Plat Showing Improvements. Prior to construction, Developer shall provide to County a recordable plat or plats showing all the improvements of the On-Site Water and Sewer Facilities located within public easements and/or rights of way. Lots within the Property on which pump stations, or storage tanks are to be located shall be conveyed to County in fee simple at no cost to County. Should Developer fail to provide the revised plat(s), County will not be required to accept ownership of the On-Site Water and Sewer Facilities, and water meters will not be installed to serve the Property.

Section 2.6. Compliance with Ordinance. Installation of Developer's On-Site Water and Sewer Facilities shall be governed by the provisions of the Harris County Code of Ordinances. Acceptance of the On-Site Water and Sewer Facilities by County shall be governed by the provisions of the Harris County Code of Ordinances.

Section 2.7. Developer and Contractor Warranties. Developer shall require the construction contractor to warrant that the On-Site Water and Sewer Facilities on the Property

will be free of installation and material defects for a period of twenty-four (24) months following the date of acceptance. Any failure of the On-Site Water and Sewer Facilities due to faulty installation or material defect during the warranty period shall be repaired or replaced by the construction contractor (or Developer should it fail to cause the contractor to provide the required warranty) at its sole expense.

Section 2.8. Inspections. Developer shall be responsible for providing resident engineering inspection during construction to ensure the construction contractor's conformance to the approved Project Construction Plan. County shall have free access to the construction to perform its own inspections. Upon completion of the On-Site Water and Sewer Facilities, Developer shall provide to County a statement from the engineer certifying that the workmanship and materials meet the specifications and requirements of the Project Construction Plan. County may request that the certification be substantiated by material affidavits from suppliers and by test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction, and other tests required by County. County shall be given reasonable notice of and an opportunity to observe any tests conducted.

Section 2.9. Permits. Developer shall be responsible for obtaining all permits, licenses, and approvals necessary for completion of construction at its own expense. Developer shall do all things necessary to obtain the necessary approval of any governmental agency, including County, for construction of the On-Site Water and Sewer Facilities. Prior to any activity necessitating the use of property owned by a governmental unit, including County, Developer shall obtain approval for such use from the appropriate governmental unit.

Section 2.10. As Built Drawings. Upon completion of the construction, but before final acceptance by County, the Developer shall provide County with "As Built" record drawings meeting the requirements of the Harris County Code of Ordinances. After submittal of the "As Built" record drawings by Developer and acceptance of same by the County, the County will, subject to the approval of the Board of Commissioners, accept title thereto and assume responsibility for maintenance and operation of the On-Site Water and Sewer Facilities.

Section 2.11. Letter of Credit, Performance, and Default.

(a) Within thirty (30) days after the approval of the Project Construction Plans by County for a phase or phases, Developer shall deliver to County an irrevocable letter of credit satisfactory to County in an amount equal to the estimated costs. The letter of credit shall be issued for the purpose of guaranteeing the completion of the On-Site Water and Sewer Facilities. The letter of credit shall be drawn in favor of Harris County and shall be in a form acceptable to the County Attorney. The letter of credit shall continue in force until acceptance of the On-Site Water and Sewer Facilities by County, at which time it will be returned to Developer.

(b) In the event Developer fails to complete the construction and installation of the On-Site Water and Sewer Facilities, County shall have the right to do any and all acts necessary to complete said facilities substantially in accordance with the Project Construction

Plan. Such acts may include use of the funds of the letter of credit and any and all acts under this Agreement which Developer could do in its own behalf.

ARTICLE III – OFF-SITE WATER AND SEWER FACILITIES

Section 3.1. Construction of Off-Site Water and Sewer Facilities. Off-Site Water and Sewer Facilities as defined herein shall be constructed and funded by County at its expense (subject to the financial assurances of Developer in Article IV – Financial Assurances as provided for hereinafter) and will be completed to accept sewage and provide water as provided herein beginning no later than twelve (12) months after the commencement of construction of Off Site Water and Sewer facilities (the "Completion Date").

Section 3.2. Design. County shall designate an engineer who will be responsible for the engineering, design, and inspection of the construction and installation of the Off-Site Water and Sewer Facilities. County will cause the Sewer Off-Site Water and Sewer Facilities to have sufficient capacity to accept all sewage, commercial and residential, or a combination of both, generated on the Property but not to exceed two million gallons of wastewater per day (2MGD) with a maximum instantaneous peak flow of 1.5 (2100GMP) as provided for in the Intergovernmental Agreement between County and Columbus Water Works. County shall not enter into any agreement with Columbus Water Works to decrease the aforementioned wastewater capacity.

Section 3.3. Deeds. In the event a lift station, holding tank or pumping station that is part of the On-Site Water and Sewer Facilities or Off-Site Water and Sewer Facilities is located on property owned by Developer, the Developer agrees to convey to County, without cost, the marketable fee simple title free and clear of all liens and encumbrances to the land upon which such lift station, holding tank or pumping station is located. Developer also agrees to grant County an easement for ingress and egress to the land acquired by County from the adjoining public or private roads adjoining the respective tract of property so affected. The form and content of the deed(s) to be granted must be acceptable to the County Attorney.

Section 3.4. Property Acquisition. County shall be responsible for obtaining off-site property for all lift stations, pumping stations, holding tanks or other improvements at its own expense. Title to the property shall be conveyed to County by Warranty Deed free and clear of all liens and encumbrances to the property. In the event County determines that property must be obtained through condemnation, County may condemn the property. If County condemns the property, County shall be responsible for all costs of condemnation incurred by County and such costs shall be added to the Off-Site Water and Sewer Facilities.

Section 3.5. Easements. Developer agrees to grant to County, without cost to County, a permanent easement across lands owned by Developer for the construction, installation, relocation, maintenance, repair, replacement and use of all water and sewer improvements that are the subject matter of this Agreement. The form and content of the easements to be granted shall be acceptable to the County Attorney.

Section 3.6. Ownership of Improvements. Upon Completion of Work for the On-Site Water and Sewer Facilities, all water and sewer improvements that are the subject matter of this Agreement, including all equipment installed, shall be conveyed to County free and clear of any claims of title by the Developer or any liens.

Section 3.7. Maintenance and Operation of Improvements.

(a) County, at its sole expense, will at all times maintain, or cause to be maintained, and operate, or cause to be operated, the On-Site Water and Sewer Facilities (after title thereto is conveyed to County as provided above) and the Off-Site Water and Sewer Facilities in a safe, efficient, and economical manner, and will make all necessary and proper repairs, replacements, and renewals consistent with good practices for comparable facilities and in compliance with all applicable laws and regulations. In all events County shall not accept sewage, commercial and residential, or a combination of both, generated on the Property which exceeds two million gallons of wastewater per day (2MGD) with a maximum instantaneous peak flow of 1.5 (2100GPM) as provided for in the Intergovernmental Agreement between County and Columbus Water Works. County will maintain proper books and records of the installation, operation, and maintenance of the Systems in accordance with generally accepted accounting principals and will make the books and records available for inspection by Developer at all reasonable times.

(b) The On-Site Sewer Facilities may include sewage holding tanks or other sewage retention facilities, and County will design, install, and operate the Off-Site Sewer Facilities and operate the On-Site Sewer Facilities (when transferred to County) to accept all sewage generated on the Property with the right to use such retention facilities, whether off-site or on-site. However, Developer shall have the right, subject to compliance with applicable laws and in accordance with good management practices, to install such retention facilities (and other facilities serving a similar purpose) in the future to allow the generation of more sewage on the Property than contemplated by the Water and Sewer Plan without exceeding the peak capacity of the On-Site Sewer Facilities and the Off-Site Sewer Facilities, and in such case such additional sewage shall be accepted by the County in the same manner and under the same terms as the sewage for which the On-Site Sewer Facilities and the Off-Site Sewer Facilities were originally designed.

Section 3.8. Charges By County for Services. In general, but subject to more specific provisions herein, County will not impose charges for sewer and water that exceed reasonable and customary amounts. In particular, until the Sewer Bond Issue is paid in full and the Developer Investment Amount (described below) is reduced to zero, the following specific provisions will apply:

1. Sewer Service:

- a. One-Time Tap on fees for initiation of service to a tract, lot, or other parcel from the date of execution of this Agreement through December 31, 2018.

J. E. M. J. *JHL*

- i. Single family residence: \$3,000.00
 - ii. Multifamily residence: \$750.00/dwelling unit
 - iii. Commercial and all other Uses: \$7,500.00/acre or \$2,000.00 per door, whichever is greater
 - iv. Office, School Uses: \$5,000.00/acre
 - b. County may increase One-Time Tap on fees after December 31, 2018, but not to exceed:
 - i. Single family residence: \$4,000.00
 - ii. Multifamily residence: \$1,000.00/dwelling unit
 - iii. Commercial and all other Uses: \$10,000.00/acre or \$3,000.00 per door, whichever is greater
 - iv. Office, School Uses: \$7,500.00/acre
 - c. Monthly service charges: Not more than 110% of current charges by Columbus Water Works to its customers in Columbus, Georgia for the same service.
2. Water Service:
- a. Tap on fees: Same as for other parts of County
 - b. Monthly service charges: Same as for other parts of County

Section 3.9: Exclusive Use of Off-Site Sewer Facilities. County will not allow any other party to tap into, discharge into, connect with, or otherwise use the Off-Site Sewer Facilities without Developer's permission, and Developer shall be under no obligation to give such permission.

ARTICLE IV – FINANCIAL ASSURANCES

Section 4.1. Off-Site Sewer Facilities Costs; Sewer Bond Issue.

(a) County anticipates the cost to install the Off-Site Sewer Facilities from the Muscogee County line to the Property will be approximately Five Million Dollars (\$5,000,000.00).

(b) County will finance the installation costs and costs of issuance of the bond through a sewer bond issue ("Sewer Bond Issue") in an amount which includes actual cost of planning, designing, and installing the Off-Site Sewer Facilities, plus bond issuance costs which shall be submitted to Developer for approval. County, promptly after the execution of this Agreement, will advise Developer in writing of the substantive terms of the proposed Sewer Bond Issue, including the principle amount of the bonds to be issued, the rate of interest and amortization schedule. County will use its best efforts to obtain a binding commitment for a reasonable rate of interest and repayment terms providing for interest only for at least seven (7) years and for the amortization of principal and interest in equal payments over the eighth (8th) through thirtieth (30th) years. Developer, within fifteen (15) days of

receipt of the terms of the Sewer Bond Issue, will advise County if the terms are acceptable or unacceptable.

(c) If the terms of the proposed Sewer Bond Issue are acceptable to Developer, County will proceed with the issuance of the Sewer Bond Issue.

(d) If the terms of the proposed Sewer Bond Issue are not acceptable to Developer, County and Developer will negotiate in good faith to structure a bond issue that will be acceptable to both parties, but if such bond issue can not be agreed upon within thirty (30) days after Developer's notice, then either party can terminate this Agreement, and neither party will have any further obligation to the other.

Section 4.2. Bond Payment Fund.

(a) County will deposit into a separate fund known as the "Bond Payment Fund" the following promptly upon receipt:

1. Advanced Sewer Tap Fees provided for below;
2. Sewer Tap Fees for the Property received by the County in cash;
3. Dedicated Taxes as defined herein.

The Bond Payment Fund will be invested and investment returns will be added to the fund. Amounts in the Bond Payment Fund will be applied only to the payment of principal and interest on the Sewer Bond Issue.

(b) County will maintain proper books and records of the Bond Payment Fund, including deposits and withdrawals with an explanation of each item, in accordance with generally accepted accounting principals and will make the books and records available for inspection by Developer at all reasonable times. County will send Developer by the fifteenth (15th) day of each month a statement showing the balance of the Bond Payment Fund at the beginning and ending of the previous month with an itemization of the transactions during the month.

Section 4.3. Advanced Sewer Tap Fees.

(a) In order to provide financial assurance to County for the repayment of the Sewer Bond Issue, Developer shall upon the first day of the month next following the completion of the Off-Site Water and Sewer Facilities and again on each of the next six anniversaries thereof (or until the Sewer Bond Issue is paid in full, if earlier) pay, if needed, the sum of Two Hundred Thousand Dollars (\$200,000.00) to County as an advance on sewer tap fees ("Advanced Sewer Tap Fees") for the Property. The Advanced Sewer Tap Fees shall be deposited in the Bond Payment Fund and used by County to pay the debt service on the Sewer Bond Issue.

(b) The Developer shall be given a sewer tap fee credit ("Tap Fee Credit") equal to the Advanced Sewer Tap Fees theretofore paid by Developer. The Tap Fee Credit is personal

property of the Developer and, upon request by Developer, Sewer Tap Fees charged by the County for the Property shall be charged against and deducted from the Tap Fee Credit. No transferee of any part of the Property will acquire any rights to the Tap Fee Credit unless Developer in writing transfers such rights to the transferee, provided, however, that Developer shall remain responsible, liable and bound to all obligations under this Agreement. Upon the exhaustion of the Tap Fee Credit (which may be re-established by any additional Advanced Sewer Tap Fees paid hereunder), the County shall be entitled to receive in cash all sewer tap fees with respect to the Property, subject to the obligation to deposit certain sewer tap fees in the Bond Payment Fund.

Section 4.4. Special Tax District. County shall cause the Property to be designated as a Special Tax District. In the event that the amount reasonably expected to be in the Bond Payment Fund for the next calendar year is not sufficient to pay the principal and interest payments on the Sewer Bond Issue due in the year, the County shall levy a "Special Sewer Tax" (herein so called) on the Property for the subject year in the amount of the insufficiency, and the Special Sewer Tax receipts shall be deposited in the Bond Payment Fund. In the event that the Developer defaults on any provision hereof, the County shall levy a Special Sewer Tax on the Property for the subject year in the amount of the default of Developer and the Special Sewer Tax receipts shall be applied to cure the default; any excess receipts shall be deposited in the Bond Payment Fund.

Section 4.5. Reimbursement of Developer Investment Amount. The "Developer Investment Amount" (herein so called) at any particular time is the sum of the following:

1. Advanced Sewer Tap Fees theretofore paid by Developer, less
2. Amounts charged against and deducted from the Tap Fee Credit for Sewer Tap Fees on the Property.

When the Sewer Bond Issue is paid in full, if the Developer Investment Account is a positive number, then County will thereafter reimburse Developer the Advanced Sewer Tap Fees paid up to One Million Four Hundred Thousand Dollars (\$1,400,000.00) by crediting any subsequent tap fees against the Advanced Sewer Fees until the Advanced Sewer Tap is reimbursed up to the maximum of One Million Four Hundred Thousand Dollars (\$1,400,000).

These payments will be credited against the Developer Investment Amount. When the Sewer Bond Issue has been paid in full and the Developer Investment Amount has been reduced to zero, these payments will cease. If Developer sells or assigns the Project and Property or any part thereof and any funds are left in the Developers Investment Amount, the remaining credit shall be forfeited and Developer shall recoup any such credit from its purchaser or assignee.

Section 4.6. Indemnification. Developer agrees to indemnify, release, and hold harmless County, its officers, agents, and employees from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) for any suit, claims settlement, award, penalty, fine, defense or judgment because of damage to any person, property or right arising

out of or in consequence of construction of the One-Site Water and Sewer Facilities Project. This indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act or omission (whether negligent or otherwise) of Developer or County or their agents, employees, invitees, permittees, or guests. This indemnity shall not extend to acts caused by the lone, sole negligence or other act of any person or party claiming benefit of this provision.

ARTICLE V – TERM AND RELATIONSHIP; ASSIGNMENT

Section 5.1. Relationship of Parties. This Agreement shall not make County liable to materialmen, mechanics, laborers, or others for goods or services delivered or performed by them upon the On-Site Water and Sewer Facilities prior to transfer of ownership to County. There is no contractual relation either expressed or implied between County and any materialmen, mechanics, laborers, or any other persons supplying any work, labor, or material to the On-Site Water and Sewer Facilities. In the event any liens are filed by materialmen, mechanics, laborers, or others for goods or services delivered or performed by them upon the On-Site Water and Sewer Facilities prior to transfer of ownership to County, such liens shall be discharged by Developer. This Agreement shall not create the relationship between County and Developer of a partnership or joint venture and Developer shall not be construed to be an agent of County. Nor shall County be liable for costs, expenses, or liabilities of Developer in constructing any improvements, except as provided for in this Agreement.

Section 5.2. Transfer and Assignment. Neither party has the right to assign this Agreement or any part thereof without the written consent of the other party, and any assignment shall not relieve the assigning party of its obligations hereunder.

Section 5.3 Term. This agreement shall terminate twenty (20) years from the date of acceptance of the Off-Site Water and Sewer Facilities by County or when County has paid the Sewer Bond Issue in full, whichever last occurs.

ARTICLE VI – NOTICES AND GENERAL PROVISIONS

Section 6.1. Notices. All notices given pursuant to this Agreement shall be sent to the following addresses via certified mail or personal delivery:

As to County:

County Manager
Harris County Board of Commissioners
P. O. Box 365
Harris County, Georgia 31811

With Copy to:

Harris County Attorney
John M. Taylor
Lewis, Taylor & Todd, P.C.
P. O. Box 1027
LaGrange, Georgia 30241

J.M.T.

As to Developer:

Mulberry Grove Development, LLC

Section 6.2. General Provisions. No Amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

Section 6.3. Benefit of Parties. This Agreement is solely for the benefit of the parties hereto, and creates no rights, benefits, or causes of action for any individual or entity not a party hereto.

Section 6.4. Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, inducement or promises, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by both parties hereto. If any of the terms of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto.

Section 6.5. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia. Venue shall be in Harris County, Georgia.

Section 6.6. Execution. This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.7. Delays and Waivers. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any such rights may be exercised from time to time as often as deemed expedient. Any waiver of rights shall be in writing and signed by the party granting the waiver.

Section 6.8. Approvals. Whenever a party is required to approve something or something is subject to a party's approval or permission, unless otherwise expressly provided herein, the approval/permission will not be unreasonably withheld, delayed, or conditioned, and a party proposing to withhold, delay, or condition approval/permission shall promptly advise the other party in writing of the basis for the proposed action and afford the requesting party an opportunity to revise the request to the extent the basis for the withholding, delaying, or conditioning is reasonable.

Section 6.9. Time. Time is of the essence of each and every provision of this Agreement.

Section 6.10 Nature of County's Obligations Hereunder. County's obligations hereunder are subject to and limited by the performance by Columbus Water Works of any obligations it may have to County under the Intergovernmental Agreement which is incorporated herein and made a part hereof.

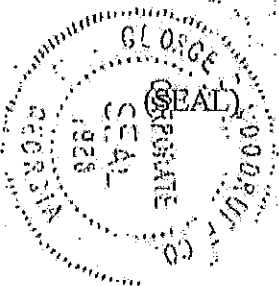
IN WITNESS WHEREOF, Harris County and Mulberry Grove Development Company, LLC, have caused this Agreement to be executed by their duly authorized officers and/or their authorized representatives and have caused their representative seals to be hereunto impressed and attested on the date and year first above written.

**MULBERRY GROVE DEVELOPMENT
COMPANY, LLC**

By: George C. Woodruff Co., its sole manager

By: *George C. Woodruff, Jr.*
George C. Woodruff, Jr.
President

Attest: *[Signature]*

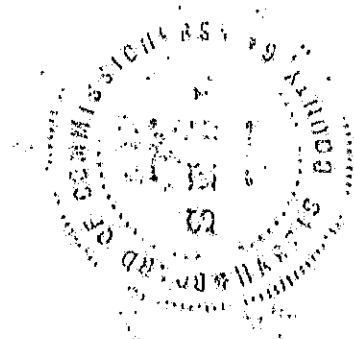


HARRIS COUNTY, GEORGIA

By: *J. Harry Lange*
J. Harry Lange, Chairman
Harris County Board of
Commissioners

Attest: *Nancy D. McMichael*
Nancy D. McMichael,
County Clerk

(SEAL)



APPENDIX F:
2008 INTERGOVERNMENTAL CONTRACT TO PROVIDE SANITARY SEWER
SERVICE
HARRIS COUNTY AND COLUMBUS WATER WORKS

INTERGOVERNMENTAL CONTRACT TO PROVIDE SANITARY SEWER SERVICE TO HARRIS COUNTY

This Intergovernmental Contract ("Contract") made and entered into as of the 24th day of March, 2008 by and between HARRIS COUNTY, GEORGIA, a political subdivision of the State of Georgia by and through its Board of Commissioners ("Harris County") and COLUMBUS WATER WORKS, an executive department of Columbus, Georgia, a consolidated city-county government, a political subdivision of the State of Georgia by and through the Board of Water Commissioners ("CWW").

Whereas, Columbus, Muscogee County, Georgia and Harris County, Georgia are contiguous to each other;

WHEREAS, CWW owns and operates a wastewater treatment system with a capacity in excess of that currently needed to serve its present customers and its expected near term growth, and Harris County, due to its present customers and its expected near term growth has a need for additional wastewater treatment capacity, and

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

Now, therefore, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto do agree as follows.

1. INFRASTRUCTURE CONSTRUCTION. Harris County shall be solely responsible for construction of a sanitary sewer system within Harris County which shall collect and deliver wastewater to a mutually agreeable point of transfer at the Muscogee-Harris County line to CWW. The construction of the infrastructure must be accomplished in accordance with CWW construction standards and specifications. The work must be inspected for assurance of conformance with these standards. All costs associated with this work shall be borne by Harris County. CWW, at its sole expense, will construct and install the necessary connecting sewer line and all other necessary improvements up to the point of transfer at the Harris-Muscogee County line.

2. CONSTRUCTION SCHEDULE. Each Party shall provide the other Party with a construction schedule for the work to be done in accordance with this Contract to allow each party to coordinate its construction schedule with the other. In each case, the Construction

Schedule shall include any relevant details useful in coordination of the Parties' construction activities.

3. FLOW MEASUREMENT. CWW shall provide an appropriately sized connection point at the Muscogee-Harris County line. Metering equipment and devices to measure flow from the Harris County system will be provided and owned by CWW. Maintenance and calibration of the measuring device will be performed by CWW. A calibration shall be performed annually and an accuracy of $\pm 5\%$ shall be deemed to be accurate. The previous readings of the meter disclosed by test to be inaccurate shall be corrected for the one month previous to such test in accordance with the percentage of inaccuracy found by such tests. If the meter fails to register for any period, the amount of wastewater received by CWW during such period shall be deemed to be the amount of wastewater delivered in the corresponding period immediately prior to the failure unless both parties shall agree upon a different amount. An authorized official of either party at all reasonable times shall have access to the meters for the purpose of verifying readings.

4. BILLING AND RATE. CWW shall read the meter on or about the first day of each calendar month and furnish Harris County an itemized statement not later than the 10th day of each month showing the metered amount of wastewater received from Harris County during the preceding month. Harris County shall pay CWW at the rate of \$2.68 per thousand gallons (\$2.01/CCF). This rate is subject to future adjustment by CWW in the exercise of its discretion provided CWW shall give Harris County 60 days advance notice of any such rate increase and that any increase in this rate shall be proportional to increases borne by customers inside Columbus. Bills shall be payable by the 20th day of each month. Harris County shall establish the service rate for wastewater users within the County.

5. BOOKS AND RECORDS. The Parties agree to maintain such charts, measurement data, books and other records as may be reasonably required to verify the accuracy of any statement, charge, inspection, measurement or computation made under this Contract. All such books and records shall be maintained for a period of at least two (2) years after such statement, charge, inspection, measurement or computation is made. Each Party shall have the right to inspect and examine all such charts, measurement data, books and other records maintained by the other Party during normal business hours and upon reasonable notice.

6. CAPACITY AND QUALITY CONTROL. CWW will accept up to two million gallons of wastewater per day (2MGD) with a maximum instantaneous peak flow factor of 1.5 (2100 GPM) not to be exceeded. The wastewater will consist of both commercial and domestic flows. Harris County shall prevent unacceptable discharges into the sanitary sewer system by adopting in substantially the same form, Columbus Georgia's EPD approved Sanitary Sewer and Disposal Ordinance, Ordinance number 04-74 a copy of which is attached and made a part of this contract and all revisions thereto as well as complying with the laws of the State of Georgia and the regulations of the United States Environmental Protection Agency. Harris County shall submit for review, comment and approval to CWW the ordinance to be adopted pursuant to this paragraph.

7. INFLOW AND INFILTRATION. Inflow and infiltration (I/I) of extraneous flows into the sanitary sewer system is a concern, especially in periods of wet weather and conditions of a high groundwater table. All flows passing through the metering device will be billed. I/I within Harris County's sanitary sewer system will be their responsibility.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other Party, and its officers, affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, losses, liabilities, costs, expenses (including reasonable fees and expenses of attorneys) and damages of any nature whatsoever to the extent caused by the negligence or misconduct of the indemnifying Party or the indemnifying Party's own officers, directors, affiliates, agents, employees, contractors or subcontractors that arises out of or are in any manner connected with the performance of this Contract.

9. TERM OF CONTRACT. This Contract shall extend for a term of twenty years from the date of this Contract and, may be renewed or extended by mutual agreement of CWW and Harris County for such term or terms as may be agreed upon by the two parties, provided however, that the initial term of this Contract and all renewals shall not exceed fifty years.

10. EVENTS OF DEFAULT. The occurrence of any one of the following shall constitute an Event of Default:

(a) Harris County shall fail to make payments to CWW for undisputed amounts due under this Agreement within thirty (30) days after receipt of written notice of such non-payment; or

(b) either Party fails to comply with any material provision of this Contract (other than the obligation to pay undisputed amounts of money when due), and such failure shall continue uncured for 60 days after written notice thereof by the other Party (provided, however, that if such failure cannot be cured within such period of 60 days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time not to exceed 180 days so long as the defaulting Party is exercising reasonable diligence to cure such failure);

11. REMEDIES FOR DEFAULT. If an Event of Default occurs and is continuing, the non-defaulting Party may terminate this Agreement by giving written notice to the other Party of such breach and the intention to terminate, which termination shall be effective on a date specified in such notice that is no earlier than 30 days following the date of such notice, and (b) exercise any rights or remedies it has at Law or in equity.

12. TERMINATION. Intentionally omitted.

13. NOTICES. Any and all notices or communications required or permitted to be given pursuant to this Contract shall be considered as properly given or made, effective as of the date when delivered in person, by facsimile transmission, or by a national delivery service such as

Federal Express or UPS or as of the date of the postmark if made by certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses as follows:

To Harris County: Harris County Commission Chairman
Harris County Manager
104 North College Street
Hamilton, Georgia 31811
Attention: Harry Lange and Danny Bridges
Telecopier No.: 706-628-4223

To CWW: Columbus Water Works
1421 Veterans Parkway
Columbus, GA 31901
Attention: Billy Turner
Telecopier No.: 706-327-3843

14. ACTIONS UNDER THIS CONTRACT. Any action brought by either party shall be brought in the Superior Court of Harris or Muscogee County, Georgia and Harris County and CWW consent to the jurisdiction and venue of said Court.

15. ENTIRE AGREEMENT. This Contract constitutes the entire understanding between the Parties and supersedes any and all previous understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

16. SEVERABILITY. If any provision of this Contract is held to be illegal, invalid or unenforceable in any jurisdiction, to the fullest extent permitted by Law, (a) the legality, validity and enforceability in every other jurisdiction of such provision shall not in any way be affected or impaired thereby and (b) the legality, validity and enforceability in such jurisdiction of the remaining provisions of this Contract shall not in any way be affected or impaired thereby and such remaining provisions shall be construed in order to carry out the intentions of the Parties hereto as nearly as possible.

17. LEGAL APPROVALS. The parties hereto acknowledge execution of this Contract requires acceptance and approval by the Board of Water Commissioners, the City Council of Columbus, Georgia and Harris County Board of Commissioners. Copies of the necessary executed resolutions shall be provided the other party as soon as such are passed and available.

In Witness Whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in multiple counterparts, each of which shall constitute an original.

COLUMBUS, GEORGIA by and through the
BOARD OF WATER COMMISSIONERS

By: Billy L. Inman
Title: President

Attest:

R. L. Lant
~~Secretary~~

HARRIS COUNTY, GEORGIA, by and through its
BOARD OF COMMISSIONERS

By: J. Harry Lange
Title: Chairman, Board of Commissioners

Attest:

Philip B. B.
County Manager/Clerk

ADDENDUM

In accordance with the terms and conditions of the Water Purchase Contract, dated March 14, 1996 between the Board of Water Commissioners of Columbus, Georgia and the Harris County Board of Commissioners as authorized under Section C.4 (Modification of Contract Rates) a new schedule of rates shall be substituted as follows:

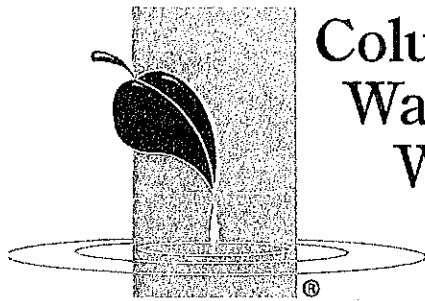
<u>Volume</u>	<u>Rates</u>
0-4 CCF	27.557
Next 200 CCF (Each)	3.450
Next 800 CCF (Each)	3.267
Next 1600 CCF (Each)	3.097
Additional CCF (Each)	2.285

This schedule of rates shall replace those listed in Section B.1 of the contract and shall become effective with the January 2019 bill. All other terms and conditions of the contract shall remain in force.

In accordance with the terms and conditions of the Sanitary Sewer Service Contract, dated March 24, 2008 between the Board of Water Commissioners of Columbus, Georgia and the Harris County Board of Commissioners as authorized under Section 4 (Billing and Rate) a new schedule of rates shall be substituted as follows:

<u>Volume</u>	<u>Rates</u>
0-15 CCF	67.43
Additional CCF (Each)	3.28

This schedule of rates shall replace those listed in Section 4 of the contract and shall become effective with the January 2019 bill. All other items and conditions of the contract shall remain in force.



Columbus Water Works

*Serving our Community
Protecting the Environment*

cy to WW 12/20/18
received
12/19/18

December 14, 2018

Mr. Randy Dowling; County Manager
Harris County Commission
P. O. Box 365
Hamilton, GA 31811

RE: Water and Sewer Purchase Contract

Dear Mr. Dowling:

Enclosed please find an addendum to the Water and Sewer Purchase Contracts between Columbus Water Works and Harris County. As you know, our contracts provide for an increase in rates in Section C.4 (Modification of Contract Rates) and Section 4 (Billing and Rate) at the same level of increase as paid by Columbus' customers.

We appreciate the opportunity to continue to work with Harris County.

Sincerely,

COLUMBUS WATER WORKS

Danthea Hill
V.P. Financial Services

DH:tdm

Enclosure

APPENDIX G:
2014 INTERGOVERNMENTAL CONTRACT
HARRIS COUNTY PUBLIC IMPROVEMENTS AUTHORITY AND HARRIS COUNTY

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this "Agreement") is made and entered into as of the 1st day of December, 2014, by and between **HARRIS COUNTY PUBLIC IMPROVEMENTS AUTHORITY**, a public body corporate and politic (hereinafter referred to as the "Authority"), and **HARRIS COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the County and Mulberry Grove Development Company, LLC, a Georgia limited liability company (hereinafter referred to as the "Developer"), entered into that certain Water and Wastewater Service Agreement, dated April 24, 2008 (hereinafter referred to as the "Initial Agreement"); and

WHEREAS, the Developer and the Authority will enter into a Replacement Water and Wastewater Service Agreement as of even date herewith (the "Service Agreement") with respect to the subject matter of this Agreement;

WHEREAS, the Authority and the County intend and agree that this Agreement and the Service Agreement replace and supersede the Initial Agreement, and the Authority and the Developer will evidence such intention and agreement by the provisions of the Service Agreement; and

WHEREAS, the County currently owns and operates a public water system and intends to have constructed a sewer system to provide service to a limited unincorporated area of Harris County; and

WHEREAS, the Developer has acquired property within the Mulberry Grove area of Harris County consisting of approximately 1100 acres (hereinafter referred to as the "Property" or "The Grove") which is depicted on Exhibit "A" attached hereto and upon which the Developer plans to develop a mixed-use community (the "Project"); and

WHEREAS, the Developer desires that the Property be served by the County's existing public water and the County's planned sewer system; and

WHEREAS, the County plans to have constructed a water distribution system to the Property; and

WHEREAS, the County plans to connect the Property to the Muscogee County Wastewater Treatment System by construction of a sanitary sewer collection system; and

WHEREAS, the Authority desires to assist the County in such plans by: (a) issuing its revenue bonds described herein (the "Bonds") for the purpose of financing the Off-Site Water and Sewer Facilities referred to below, and (b) causing the Off-Site Water and Sewer Facilities to be acquired with the proceeds of the Bonds and sold to the County on an installment basis pursuant to this Agreement; and

WHEREAS, the Developer desires to accelerate construction of the public water and sewer systems in the area to serve the Property by making a financial commitment to the Authority for the financing of the public water and sewer systems to serve the Property; and

WHEREAS, the Developer will share the financial debt service on the Bonds by being responsible for and by underwriting shortfalls in debt service on the Bonds as provided in this Agreement; and

WHEREAS, the County and the Authority are each empowered to undertake water and sewer projects under O.C.G.A. § 36-82-62; and

WHEREAS, the Constitution of the State of Georgia, Article IX, Section III, Paragraph 1(a), provides that:

" . . . any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public Authority, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide"; and

WHEREAS, the County desires to contract with the Authority to further or cause the issuance of the Bonds, the completion of the Off-Site Water and Sewer Facilities Project and the performance of certain administrative services associated with the implementation of plans for the Off-Site Water and Sewer Facilities Project for the benefit of the County and its citizens; and

WHEREAS, after careful study and investigation, the Authority and the County have each heretofore determined that the acquisition, construction, improvement and installation of the Off-Site Water and Sewer Facilities Project, as hereinafter defined, is in furtherance of the public purposes of the Authority and the Act, and is in the best interest of the County; and

WHEREAS, the Authority and the County are authorized under the Constitution and statutes of the State of Georgia to enter into this Agreement for the purposes set forth herein; and

WHEREAS, the County and the Authority desire to enter into this Agreement whereby the Authority and the County will cause to be constructed the Off-Site Water and Sewer Facilities, including a wastewater sewer line from Muscogee County line to The Grove, and sell the same to the County on an installment basis.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the Authority and the Developer covenant and agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1. **Definitions.** Except as otherwise provided herein, the definitions set in the Harris County Code of Ordinances shall apply to this Agreement:

(a) “Agreement” shall mean this Intergovernmental Contract between the Authority and the County.

(b) “The Grove” shall mean that parcel of land owned by the Developer consisting of approximately 1100 acres, the boundaries of which are depicted upon Exhibit “A”.

(c) “Water and Sewer Plan” shall mean the plans for water distribution and sewage collection facilities necessary to serve the Property to be prepared by an engineering consultant for the Developer which plan must be approved and accepted by the County at the onset of planning activity for each phase.

(d) “On-Site Water and Sewer Facilities” shall mean all elements of the water distribution and sewer collection systems necessary to serve the Property located within the boundaries of The Grove.

(e) “Off-Site Water and Sewer Facilities” shall mean all of the elements of the water distribution and sewer collection systems located outside the boundaries of The Grove necessary to serve the Property. The “Off-Site Water Facilities” (herein so called) shall include, but are not limited to, a water main with necessary pumps and water storage tanks. The “Off-Site Sewer Facilities” (herein so called) shall include, but are not limited to, a force sewer main from the Property to the Muscogee County line along with sewage pump stations and force mains to transport sewage from the Property to the County’s Muscogee sewerage transfer point. The Off-Site Water and Sewer Facilities will connect with the On-Site Water and Sewer Facilities at the intersection of Mountain Hill Road and Georgia Highway 315.

(f) “Columbus Contract” shall mean that contract between the County and Columbus Water Works, dated as of March 24, 2008, as may be amended, to provide sanitary sewer service to the County, which Intergovernmental Contract is incorporated herein and made a part hereof.

(g) “Bond Resolution” means the resolution or resolutions adopted by the Authority authorizing the issuance and sale of the Bonds and the security therefor. Terms defined in the Bond Resolution shall have the same meanings when used herein, unless the context requires otherwise.

(h) “Project Deficiency” means any of the following:

1. The Developer defaults in its obligations under Article II or Article IV of the Service Agreement and does not cure the default within thirty (30) days after notice from the County or if the default, other than a monetary default, is not reasonably curable within thirty (30) days and the Developer promptly commences the cure and diligently completes it, then the thirty (30) day period will be extended for a reasonable time, not to exceed sixty (60) additional days.
2. The Developer fails to make a payment required by Section 4.3 of the Service Agreement, or otherwise does not pay the amounts representing Advanced Sewer Tax Fees and Special Sewer Tax the Developer is obligated to pay, and does not cure the failure by payment within thirty (30) days of the due date.
3. Any Special Sewer Tax referred to in Section 4.4 of the Service Agreement is not collected in cash in an amount sufficient to satisfy a Debt Service Deficiency, and the cash deficiency is not cured by payment within thirty (30) days of the tax payment date.
4. The Developer otherwise is in default in its obligations under the Service Agreement and the default is not cured within thirty (30) days of notice of such default by the Authority to the Developer or if the default, other than a monetary default, is not reasonably curable within thirty (30) days and the Developer promptly commences the cure and diligently completes it, then the thirty (30) day period will be extended for a reasonable time, not to exceed sixty (60) additional days.

ARTICLE II – ON-SITE WATER AND SEWER FACILITIES

Section 2.1. Water and Sewer Plan. The Service Agreement provides that the Developer shall submit the Water and Sewer Plan to the County for approval by the County. If the On-Site Water and Sewer Facilities are to be constructed in discrete phases, the Water and Sewer Plan may be proposed and submitted for approval in appropriate phases. All construction plans and specifications shall be in accordance with the Water and Sewer Plan. Approval of the Water and Sewer Plan is required before the Developer is authorized to proceed with the On-Site Water and Sewer Facilities.

Within sixty (60) days of the submission of a Water and Sewer Plan(s), the County shall review the submission and notify the Authority and the Developer whether the Plan meets the County's approval and, if not, the reasons therefor; should the County fail to respond to the submitted Plan within sixty (60) days, the submitted Plan shall stand approved; and if a submitted Plan is denied by the County, the Developer shall submit a revised Plan within sixty (60) days after which the County shall review the resubmitted Plan as provided herein and respond appropriately.

Section 2.2. Project Construction Plans. The Service Agreement provides that the Developer, as soon as it has prepared a final site plan for a phase of the Project, shall prepare through its engineer a "Project Construction Plan" for construction and installation of the On-Site Water and Sewer Facilities necessary to furnish water and sewerage services to the part of the Property on which the phase will be constructed. The plans and specifications shall adhere to the minimum requirements and regulations applicable to installation of water and sewer improvements within Harris County. The Service Agreement provides that the Developer shall submit the Project Construction Plan to the County for comment and review. After review the County shall approve, reject or request changes to the Project Construction Plan.

Section 2.3. Construction of On-Site Water and Sewer Facilities. The Service Agreement provides that the Developer shall construct, at its own cost and expense, all the On-Site Water and Sewer Facilities to serve all uses on each phase of the Project in conjunction with the grading, road construction and other site work for the phase.

Section 2.4. Change Orders. The Service Agreement shall provide that no material or non-minor departure from the approved Project Construction Plan will be made by the Developer without a change order approved by the County; provided, however, all changes shall be provided to the County Manager or his designee,

Section 2.5. Plat Showing Improvements. The Service Agreement shall provide that prior to construction the Developer shall provide to the County a recordable plat or plats showing all the improvements of the On-Site Water and Sewer Facilities located within public easements and/or rights-of-way, and that lots within the Property on which pump stations or storage tanks are to be located shall be conveyed to the County in fee simple at no cost to the County. Should the Developer fail to provide the plat(s), the County will not be required to accept ownership of the On-Site Water and Sewer Facilities, and water meters will not be installed to serve the Property.

Section 2.6. Compliance with Ordinance. Installation of the Developer's On-Site Water and Sewer Facilities shall be governed by the provisions of the Harris County Code of Ordinances. Acceptance of the On-Site Water and Sewer Facilities by the County shall be governed by the provisions of the Harris County Code of Ordinances.

Section 2.7. Developer and Contractor Warranties. The Service Agreement shall provide that the Developer shall require the construction contractor to warrant for the benefit of the Authority and the County that the On-Site Water and Sewer Facilities on the Property will be free of installation and material defects for a period of twenty-four (24) months following the date of acceptance, and that any failure of the On-Site Water and Sewer Facilities due to faulty installation or material defect during the warranty period shall be repaired or replaced by the construction contractor (or the Developer should it fail to cause the contractor to provide the required warranty) at its sole expense.

Section 2.8. Inspections. The Service Agreement shall provide that: the Developer shall be responsible for providing resident engineering inspection during construction to ensure the construction contractor's conformance to the approved Project Construction Plan and the

plans and specifications; the County shall have free access to the construction to perform its own inspections. Upon completion of the On-Site Water and Sewer Facilities, the Developer shall provide to the County a statement from the engineer certifying that the workmanship and materials meet the specifications and requirements of the Project Construction Plan and the plans and specifications; the County may request that the certification be substantiated by material affidavits from suppliers and by test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the County; and the County shall be given reasonable notice of and an opportunity to observe any tests conducted.

Section 2.9. Permits. The Service Agreement shall provide that: the Developer shall be responsible for obtaining all permits, licenses and approvals necessary for completion of construction at its own expense; the Developer shall do all things necessary to obtain the necessary approval of any governmental agency, including the County, for construction of the On-Site Water and Sewer Facilities; and prior to any activity necessitating the use of property owned by a governmental unit, including the County, the Developer shall obtain approval for such use from the appropriate governmental unit.

Section 2.10. As-Built Drawings. The Service Agreement will provide that, upon completion of the construction but before final acceptance by the County, the Developer shall provide the County with "As-Built" record drawings meeting the requirements of the Harris County Code of Ordinances. After submittal of the "As-Built" record drawings by the Developer and acceptance of same by the County, the County will, subject to the approval of the Board of Commissioners, accept title thereto and assume responsibility for maintenance and operation of the On-Site Water and Sewer Facilities.

Section 2.11. Letter of Credit, Performance and Default.

(a) The Service Agreement will provide that: within thirty (30) days after the approval of the Project Construction Plans by the County for a phase or phases, the Developer shall deliver to the County an irrevocable letter of credit satisfactory to the County in an amount equal to the estimated costs; the letter of credit shall be issued for the purpose of guaranteeing the completion of the On-Site Water and Sewer Facilities; the letter of credit shall be drawn in favor of the County and shall be in a form acceptable to the County Attorney; and the letter of credit shall continue in force until acceptance of the On-Site Water and Sewer Facilities by the County, at which time it will be returned to the Developer.

(b) The Service Agreement will provide that: in the event the Developer fails to complete the construction and installation of the On-Site Water and Sewer Facilities, the County shall have the right to do any and all acts necessary to complete said facilities substantially in accordance with the Project Construction Plan; and such acts may include use of the funds of the letter of credit and any and all acts under this Agreement which the Developer could do in its own behalf.

Section 2.12. Standards for Approval and Consent.

(a) Whenever in the implementation of this Agreement the Developer is required or permitted to submit to the County or the Authority documents (such as sewer plans, construction plans, site plans, plats and drawings) for approval, acceptance or similar action, the standards to be applied will be those contained in the Harris County Ordinances, and such approval, acceptance or similar action will not be unreasonably withheld, conditioned or delayed.

(b) Whenever in the implementation of this Agreement the Developer is required or permitted to obtain from the County or the Authority consent to an action, the consent will not be unreasonably withheld, conditioned or delayed.

ARTICLE III – OFF-SITE WATER AND SEWER FACILITIES

Section 3.1. Construction of Off-Site Water and Sewer Facilities. Provided that the first phase of the Water and Sewer Plan has been prepared and approved, there has occurred no Project Deficiency and the Bonds have been issued, the County, acting as agent for the Authority, will cause to be constructed the Off-Site Water and Sewer Facilities as defined herein utilizing the net proceeds of the Bonds. The County will cause the Off-Site Water and Sewer Facilities to be completed to accept sewage and provide water as provided herein beginning no later than twelve (12) months after the commencement of construction of Off-Site Water and Sewer Facilities (the "Completion Date").

Section 3.2. Design. The County shall designate an engineer who will be responsible for the engineering, design and inspection of the construction and installation of the Off-Site Water and Sewer Facilities; the County will cause the Off-Site Water and Sewer Facilities to have sufficient capacity to accept all sewage, commercial and residential, or a combination of both, generated on the Property but not to exceed two million gallons of wastewater per day (2MGD) with a maximum instantaneous peak flow of 1.5 (2100GMP) as provided for in the Columbus Contract between the County and Columbus Water Works; and the County shall not enter into any agreement with Columbus Water Works to decrease the aforementioned wastewater capacity.

Section 3.3. Deeds. The Service Agreement will provide that in the event a lift station, holding tank or pumping station that is part of the On-Site Water and Sewer Facilities or the Off-Site Water and Sewer Facilities is located on property owned by the Developer, the Developer will convey to the County, without cost, the marketable fee simple title free and clear of all liens and encumbrances to the land upon which such lift station, holding tank or pumping station is located, and that the Developer will grant the County an easement for ingress and egress to the land acquired by the County from the adjoining public or private roads adjoining the respective tract of property so affected. The form and content of the deed(s) to be granted must be acceptable to the County Attorney.

Section 3.4. Property Acquisition. The Developer shall be responsible for obtaining off-site property for all lift stations, pumping stations, holding tanks or other improvements at its own expense, and title to the property shall be conveyed to the County by warranty deed free

and clear of all liens and encumbrances to the property, other than easements and rights-of-way and similar rights ordinarily attached to similar properties. In the event the County determines that property must be obtained through condemnation, the County may condemn the property, and if the County condemns the property, the County shall be responsible for all costs of condemnation incurred by the County and such costs shall be added to the Off-Site Water and Sewer Facilities.

Section 3.5. Easements. The Service Agreement will provide that the Developer will grant to the County or the Authority, as required, without cost to the County or the Authority a permanent easement across lands owned by the Developer for the construction, installation, relocation, maintenance, repair, replacement and use of all water and sewer improvements that are the subject matter of this Agreement. The form and content of the easements to be granted shall be acceptable to the County Attorney.

Section 3.6. Ownership of Improvements. The Service Agreement will provide that upon Completion of Work for the On-Site Water and Sewer Facilities in conformity with the County Code or Ordinances, all water and sewer improvements that are the subject matter of the Service Agreement, including all equipment installed, shall be conveyed to the County by the Developer free and clear of any claims of title by the Developer or any liens.

Section 3.7. Maintenance and Operation of Improvements.

(a) Unless a Project Deficiency has occurred and is continuing, the County, at its sole expense, will, during the term of the Intergovernmental Contract, except to the extent prevented by *force majeure*, maintain, or cause to be maintained, and operate, or cause to be operated, the On-Site Water and Sewer Facilities (after title thereto is conveyed to the County as provided above) and the Off-Site Water and Sewer Facilities in a safe, efficient and economical manner, and will make all necessary and proper repairs, replacements and renewals consistent with good practices for comparable facilities and in compliance with all applicable laws and regulations. In all events the County shall not accept sewage, commercial and residential, or a combination of both, generated on the Property which exceeds two million gallons of wastewater per day (2MGD) with a maximum instantaneous peak flow of 1.5 (2100GPM) or such greater amount as may be provided for in the Columbus Contract between the County and Columbus Water Works. The County will maintain proper books and records of the installation, operation and maintenance of the systems in accordance with generally accepted accounting principles and will make the books and records available for inspection by the Developer at all reasonable times.

(b) The On-Site Sewer Facilities may include sewage holding tanks or other sewage retention facilities, and the County will design, install and operate the Off-Site Sewer Facilities and operate the On-Site Sewer Facilities (when transferred to the County) to accept all sewage generated on the Property, subject to paragraph (a) above, with the right to use such retention facilities, whether off-site or on-site. However, the Developer shall have the right, subject to compliance with applicable laws and in accordance with good management practices, to install such retention facilities (and other facilities serving a similar purpose) in the future to allow the generation of more sewage on the Property than contemplated by the Water and Sewer Plan without exceeding the peak capacity of the On-Site Sewer Facilities and the Off-Site Sewer

Facilities and, subject to paragraph (a) above, in such case such additional sewage shall be accepted by the County in the same manner and under the same terms as the sewage for which the On-Site Sewer Facilities and the Off-Site Sewer Facilities were originally designed.

Section 3.8. Charges By County for Services. During the term of this Agreement, in general, but subject to more specific provisions herein, the County will not impose charges for sewer and water applicable to The Grove that exceed reasonable and customary amounts. The Intergovernmental Contract shall provide that during its term, in particular until the Bonds are paid in full and the Developer Investment Amount (described below) is reduced to zero, unless a Project Deficiency resulting from the failure of the Developer to pay money to the County or the Authority has occurred and is continuing, the following specific provisions will apply:

1. Sewer Service:

(a) One-Time Tap on fees for initiation of service to a tract, lot or other parcel from the date of execution of this Agreement through December 31, 2018:

1. Single family residence: \$3,000.00
2. Multifamily residence: \$750.00/dwelling unit
3. Commercial and all other Uses: \$7,500.00/acre or \$2,000.00 per door, whichever is greater
4. Office, School Uses: \$5,000.00/acre

(b) The County may increase One-Time Tap on fees after December 31, 2018, but not to exceed:

1. Single family residence: \$4,000.00
2. Multifamily residence: \$1,000.00/dwelling unit
3. Commercial and all other uses: \$10,000.00/acre or \$3,000.00 per door whichever is greater
4. Office, School Uses: \$7,500.00/acre

(c) Monthly service charges: Not more than 110% of the then current charges by Columbus Water Works to its customers in Columbus, Georgia for the same service.

2. Water Service:

(a) Tap on fees: Same as for other parts of the County

(b) Monthly service charges: Same as for other parts of the County

Section 3.9. Exclusive Use of Off-Site Sewer Facilities. During the term of this Agreement and so long as no Project Deficiency occurs and is continuing, the County will not allow any other party to tap into, discharge into, connect with or otherwise use the Off-Site Sewer Facilities without the Developer's consent, which consent the Developer shall be under no obligation to give if such use would then or in the future interfere with the availability to the Developer of the capacity provided in Section 3.7; provided, however, if such use would not then

or in the future interfere with the availability to the Developer of the capacity provided in Section 3.7, then consent shall not be withheld unreasonably, but may be conditioned on payments to the Developer, taking into consideration the benefit to the other party and the financial support the Developer has provided, the risks and obligations the Developer has incurred, and the payments the Developer has made under this Agreement; provided further, however, that the foregoing restriction on tap-ons, discharges and connections shall not apply to: (a) now existing residences with septic systems adjacent to the Off-Site Water and Sewer Facilities which pay all costs of connecting to the Off-Site Sewer Facilities and tap-on fees equal to those applicable to The Grove; or (b) county or other governmental facilities when (i) the usage of total sewer capacity will not interfere with the availability to the Developer of the capacity provided in Section 3.7, or (ii) the County, at its own cost, improves the Off-Site Sewer Facilities to expand their capacity to cover the facilities and the added capacity is permitted by the Columbus Contract.

Section 3.10. No Assignment. The obligations of the Developer and the rights of permission and consent under this Agreement and the Intergovernmental Contract are personal to the Developer and shall not pass with the Property, and may not be assigned or alienated by the Developer without the consent of the County and the Authority.

ARTICLE IV – FINANCIAL ASSURANCES

Section 4.1. Off-Site Sewer Facilities Costs; Sewer Bond Issue.

(a) The Authority and the County anticipate the cost of the Off-Site Sewer Facilities including the sewer line from the Muscogee County line to the Property will be approximately Five Million Four Hundred Thousand Dollars (\$5,400,000), including costs of Bond issuance.

(b) The Authority will finance the installation costs and costs of issuance of the Bonds through a taxable sewer revenue bond issue (the "Bonds") in an amount which includes actual cost of planning, designing and installing the Off-Site Sewer Facilities, plus bond issuance costs which shall be submitted to the Developer for approval.

(c) If the terms of the proposed Bonds are acceptable to the Developer and the County, the Authority will proceed with the issuance of the Bonds to the extent practicable.

(d) If the terms of the proposed Bonds are not acceptable to the Developer, the County and the Developer will negotiate in good faith to structure a bond issue that will be acceptable to all parties, but if such bond issue cannot be agreed upon within thirty (30) days after the Developer's notice or the Bonds are not issued by December 15, 2014, then either party can terminate the Service Agreement, the Bonds will not be issued, and this Agreement will be terminated and of no further effect.

Section 4.2. Bond Fund.

(a) The County will pay to the Authority, and the Authority will deposit into a separate fund known as the "Bond Fund," the following promptly upon receipt:

1. Amounts equal to amounts received as Sewer Tap Fees for the Property;
2. Amounts equal to amounts received as special sewer tax, if any, as provided below.

The Bond Fund will be invested and investment returns (within the limits of applicable arbitrage and rebate rules) will be added to the fund. Amounts in the Bond Fund will be applied only to the payment of principal and interest on the Bonds. If the Bond Fund is sufficient to pay all interest, prepayment premium (if any), principal and other charges with respect to the Bonds, and if the Bonds are subject to optional prepayment, the Authority, at its own instance, may, or upon written request by the County will, apply the Bond Fund to the prepayment, in whole or in part, of the Bonds at the earliest practicable time. Following payment in full of the Bonds, any Sewer Tap Fees paid by the County to the Authority during the term of this Agreement as provided in Section 7.3 hereof shall be segregated by the Authority for application when required by the terms of Section 4.5 hereof.

(b) The Authority will cause to be maintained proper books and records of the Bond Fund, including deposits and withdrawals with an explanation of each item, in accordance with generally accepted accounting principles and will make the books and records available for inspection by the County at all reasonable times. The Authority will cause to be sent to the County by the fifteenth (15th) day of each month a statement showing the balance of the Bond Fund at the beginning and ending of the previous month with an itemization of the transactions during the month.

Section 4.3. Advanced Sewer Tap Fees.

(a) The Service Agreement will provide that: in order to provide financial assurance to the Authority for the repayment of the Bonds, the Developer shall thirty (30) days in advance of each of the first fourteen (14) semiannual payment dates of the Bonds (or until the Bonds are paid in full, if earlier) pay, if amounts expected in the Bond Fund will not be sufficient to pay the debt service on the Bonds in the coming year, the sum necessary to satisfy such insufficiency to the Authority ("Advanced Sewer Tap Fees") as an advance on its Tap Fee Credit (described in the following paragraph (b)). Such obligation of the Developer shall be secured prior to the issuance of the Bonds by guarantees or letters of credit in a manner satisfactory to the Authority; a guaranty of 50% by the George C. Woodruff Co. and 50% by Turner family entities of substantial net worth will be satisfactory, provided that the Authority has reviewed the net worth of each guarantor and that a satisfactory substitute will be provided if later net worth falls substantially. The Developer has the right, but not the obligation, to pay to the Authority additional amounts to be applied to payment of the Bonds and treated as Advanced Sewer Tap Fees. The Advanced Sewer Tap Fees shall be deposited in the Bond Fund and used by the Authority to pay the debt service on the Bonds.

(b) The Developer shall be given a sewer tap fee credit ("Tap Fee Credit") equal to the sum of the Advanced Sewer Tap Fees theretofore paid to the Authority by the Developer not applied as provided below, that the Tap Fee Credit shall be personal property of the Developer, and that so long as no Project Deficiency has occurred and is continuing, upon request by the Developer, Sewer Tap Fees otherwise to be charged by the County for the Property shall be

treated as paid and deducted from the Tap Fee Credit. No transferee of any part of the Property is to acquire any rights to the Tap Fee Credit unless the Developer, with notice to the County and the Authority, in writing transfers such rights to the transferee; provided, however, that the Developer shall remain responsible, liable and bound to all obligations under the Service Agreement notwithstanding any such assignment. Upon the exhaustion of the Tap Fee Credit (which may be re-established by any additional Advanced Sewer Tap Fees paid hereunder), the County shall be entitled to receive in cash all sewer tap fees with respect to the Property, subject to its obligation to pay amounts equal to certain sewer tap fees to the Authority for deposit in the Bond Fund as described in Section 4.2 above.

Section 4.4. Special Tax District. This Agreement contemplates that the County shall cause the Property to be designated as a Special Tax District and the creation of such Special Tax District is a condition precedent to the effectiveness of this Agreement. In the event that the amount reasonably expected to be in the Bond Fund for the next calendar year is not sufficient to pay the principal and interest payments on the Bonds due in the year, the County shall levy a "Special Sewer Tax" (herein so called) on the Special Tax District for the subject year in the amount estimated to make up the insufficiency (a "Debt Service Deficiency") and payable in time to meet the debt service on the Bonds, and that amounts equal to the Special Sewer Tax receipts shall be paid to the Authority pursuant to Section 4.2 above and be deposited by the Authority in the Bond Fund. In the event the Developer defaults on the payment of its obligations in Section 4.3 of the Service Agreement, the County shall levy, without duplication, a Special Sewer Tax on the Special Tax District for the subject year in the amount of the default of the Developer, and such Special Sewer Tax receipts, if sufficient, shall be treated as curing the default in the payment of Advanced Sewer Tap Fees under Section 4.3(a) thereunder; any excess of such receipts shall be paid to the Authority and be deposited in the Bond Fund. The County shall have its usual liens and remedies to collect any Special Sewer Tap. The Special Tax District designation will be removed upon payment in full of the Bonds.

Section 4.5. Developer Investment Amount.

(a) The "Developer Investment Amount" (herein so called) at any particular time is the sum of the following:

1. Advanced Sewer Tap Fees theretofore paid by the Developer, less
2. Amounts charged against and deducted from the Tap Fee Credit for Sewer Tap Fees on the Property, less
3. Amounts reimbursed to the Developer pursuant to Section 4.5(c).

(b) If no Project Deficiency has occurred and is continuing, and the Bonds have been paid in full with amounts provided by Sewer Tap Fees, the Special Sewer Tax and Advanced Sewer Tap Fees without call on other funds of the County, and if the Developer Investment Amount is a positive number, then the County will thereafter pay to the Authority amounts equal to any subsequent sewer tap fees at the Property during the term of this Agreement, so far as they go, until the Developer Investment Amount is reduced to zero, as provided in Section 4.5(c) of

the Service Agreement. When the Bonds have been paid in full and the Developer Investment Amount has been reduced to zero, or at the end of the 40-year period provided in Section 5.3 below, whichever is sooner, these payments will cease.

(c) Until the Developer Investment Amount has been reduced to zero, as provided in Section 4.5(c) of the Service Agreement, if the Developer notifies the Authority that the County has received sewer tap fees with respect to any part of the Property and the conditions set forth in paragraph (b) above are satisfied, the County will within sixty (60) days thereafter pay the Authority an amount equal to such tap fees. The notice must specify for each tap fee received the amount, the part of the Property to which it relates, and the approximate date received; notices will not be given more often than once each calendar quarter. The County will cause to be provided to the Authority and the Developer reasonable access to its records relating to sewer tap fees received for the Property.

Section 4.6. **Indemnification.** The Service Agreement will provide: that the Developer will indemnify, release and hold harmless the County, the Authority and their officers, agents and employees from and against all liability, loss, costs, damages, fees and expenses (including attorneys' fees) for any suit, claims settlement, award, penalty, fine, defense or judgment because of damage to any person, property or right arising out of or in consequence of construction of the On-Site Water and Sewer Facilities Project; that this indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act or omission (whether negligent or otherwise) of the Developer, the Authority or the County, or their agents, employees, invitees, permittees or guests; and that this indemnity shall not extend to acts caused by the lone, sole negligence or other act of any person or party claiming benefit of this provision.

ARTICLE V - SALE OF OFF-SITE WATER AND SEWER FACILITIES; SERVICES; SECURITY

Section 5.1. Sale of Off-Site Water and Sewer Facilities and Services.

(a) For the payments or transfers to be made by the County to the Authority under this Agreement, the Authority agrees to sell, and the County agrees to purchase, the Off-Site Water and Sewer Facilities. Said purchase and sale shall be completed at the end of the term of this Agreement as provided in Section 7.3 hereof, and the Authority shall then convey all right, title and interest in the Off-Site Water and Sewer Facilities to the County by limited warranty deed and such other conveyances or assurances as are usual in such transactions as required by the County subject only to liens and encumbrances in existence on the date hereof or consented to or created by the County from time to time hereafter. Until such time the County shall have full use, possession, dominion and control over the Off-Site Water and Sewer Facilities in accordance with the terms of this Agreement. The Authority shall fully cooperate with the County in connection with the granting of any easements or similar rights, licenses and agreements required by the County in connection with the development, implementation or use of the Off-Site Water and Sewer Facilities.

(b) The County hereby further engages the services of the Authority with respect to the implementation of the Project as provided for herein, and the Authority agrees to provide such services.

Section 5.2. Security for the Bonds. As security for the payment of the Bonds, the Authority has adopted the Bond Resolution. The County hereby assents to the assignment and pledge of rights of the Authority made in the Bond Resolution. The Bondholders shall have all rights and remedies herein accorded to the Authority for the enforcement of the obligations hereunder, and any reference therein to the Authority shall be deemed, with the necessary changes in detail, to include the Bondholders.

Section 5.3. Place of Payments. The payments by the County to the Authority provided for herein shall be paid in lawful money of the United States of America directly to the Bond Fund Custodian for the account of the Authority and shall be deposited in the Bond Fund.

Section 5.4. Redemption of the Bonds. The Authority, at the written request of the County at any time and if the Bonds are then callable or available for purchase and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Bond Resolution to effect redemption or purchase of all or part of the then outstanding Bonds, as may be specified by the County, on the earliest date on which such redemption or purchase may be made under such applicable provisions.

Section 5.5. Prepayment of Amounts Due Hereunder. There is expressly reserved to the County the right, and the County is authorized and permitted, at any time it may choose, to prepay all or any part of the amounts payable hereunder, and the Authority agrees that the Bond Fund Custodian may accept such prepayments when the same are tendered by the County. All payments so prepaid shall at the written direction of the County be credited toward the payments hereunder, or applied to the retirement of the Bonds prior to maturity (either by redemption or purchase) in accordance with the Bond Resolution. The County shall also have the right to surrender the Bonds acquired by it in any manner whatsoever to the Authority for cancellation, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired and shall be allocated as credits to payments as provided in the Bond Resolution.

Section 5.6. Option to Prepay Amounts Due Hereunder and Redeem the Bonds at Prior Optional Redemption Dates. The County shall also have the option to prepay the amounts required to be paid hereunder related to the Bonds and other amounts payable under this Agreement in such manner and amounts, together with amounts prepaid pursuant to the Bond Resolution, as will enable the Authority to redeem the Bonds prior to maturity, if then callable, in whole or in part on any date, as provided in the Bond Resolution. Bonds redeemed pursuant to this Section shall be redeemed in accordance with the procedures set forth in the Bond Resolution. The amount payable by the County in the event of its exercise of the options granted under this Section and under the Bond Resolution shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium (if any), as provided in the Bond Resolution, and any redemption expense, and (ii) in the case of a total redemption, the amounts set forth in the Bond Resolution and the applicable redemption premium, as provided in the Bond Resolution.

Section 5.7. Investment of Funds and Accounts. Subject to the provisions of the Bond Resolution, any moneys held as a part of the Bond Fund, the Construction Fund, or any other special trust account shall be invested or reinvested by the Bond Fund Custodian or the Construction Fund Custodian, as the case may be, at the written direction of the Authorized County Representative in such Permitted Investments as may be designated by the County. The Bond Fund Custodian or the Construction Fund Custodian, as the case may be, may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Bond Fund Custodian or the Construction Fund Custodian, as the case may be, and shall be deemed at all times a part of the Bond Fund, the Construction Fund or the trust account described in the preceding paragraph, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any losses resulting from such investments shall be charged to such fund or account therein and paid by the County.

Section 5.8. The County's Obligations in the Bond Resolution. The County agrees to perform all of its obligations (and those applicable to it as the Authority's agent) under, and to comply with all of the terms of, the Bond Resolution.

Section 5.9. Authorized County and Authority Representatives and Successors. The County and the Authority each shall designate, by a certificate of its Chairman, the Authorized County Representative and the Authorized Authority Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

ARTICLE VI – RESPONSIBILITY FOR THE PROJECT; ISSUANCE OF THE BONDS; CONSTRUCTION FUND

Section 6.1. County Responsible for the Project. The County shall be delegated and have sole and absolute responsibility for the design, contracting, construction, improvement and installation of the Project. Utilizing the proceeds of the Bonds, the Authority agrees to complete the design, contracting, construction, improvement and installation of the Project. The County shall have complete use, possession, dominion and control over the completed Project and all responsibilities with respect thereto, including without limiting the generality of the foregoing, for operation, maintenance, repair, insurance, security and all services and utilities required. No consent, approval or any further action or agreement of the Authority shall be required with respect to the Project.

Section 6.2. Agreement to Issue the Bonds; Application of Proceeds. In order to provide funds for payment of the costs of the Project and for the other purposes specified in the Bond Resolution, the Authority agrees that it will sell and cause to be delivered the Bonds in the aggregate principal amount of \$5,400,000 and will thereupon deposit the proceeds derived from the sale of the Bonds, as provided in the Bond Resolution, and will make the moneys deposited

in the Construction Fund available to the County to pay the costs of acquiring, constructing, improving and installing the Project.

Section 6.3. Disbursements from the Construction Fund. All disbursements from the Construction Fund shall be made upon a Requisition in the form attached to the Bond Resolution, signed by the Authorized County Representative.

ARTICLE VII – TERM AND RELATIONSHIP; ASSIGNMENT

Section 7.1. Relationship of Parties. This Agreement shall not make the County or the Authority liable to materialmen, mechanics, laborers or others for goods or services delivered or performed by them upon the On-Site Water and Sewer Facilities. There is no contractual relation either expressed or implied between the County or the Authority and any materialmen, mechanics, laborers or any other persons supplying any work, labor or material to the On-Site Water and Sewer Facilities. In the event any liens are filed by materialmen, mechanics, laborers or others for goods or services delivered or performed by them upon the On-Site Water and Sewer Facilities prior to transfer of ownership to the County, such liens shall be discharged by the Developer. This Agreement shall not create the relationship between the County or the Authority and the Developer of a partnership or joint venture, and the Developer shall not be construed to be an agent of the County or the Authority. Neither the Authority nor the County shall be liable for costs, expenses or liabilities of the Developer in developing or constructing any improvements, except as provided for in this Agreement.

Section 7.2. Transfer and Assignment. Neither party has the right to assign this Agreement or any part thereof without the written consent of the other party, and any assignment shall not relieve the assigning party of its obligations hereunder.

Section 7.3. Term. This Agreement shall terminate at the earlier to occur of: (a) forty (40) years from the date of acceptance of the Off-Site Water and Sewer Facilities by the County, or (b) when the Authority has paid the Bonds and the Developer Investment Amount in full; provided, however, that thereafter the Off-Site Sewer Facilities and the On-Site Water and Sewer Facilities constructed and installed hereunder shall be and remain a part of the County's public water and sewer systems; provided further that in no event shall any provision of this Agreement be effective beyond a term of fifty (50) years from its date. Within the term of this Agreement, the development on the Property completed thereafter shall also be served by the County's public water and sewer systems so long as the related On-Site Water and Sewer Facilities are installed at no cost to the County, the design capacity set forth in Section 3.2 is not thereby exceeded, and the Bonds have been paid in full without the occurrence of a Project Deficiency by the Developer with respect to its obligations under Article IV of the Service Agreement.

ARTICLE VIII – NOTICES AND GENERAL PROVISIONS

Section 8.1. Notices. All notices given pursuant to this Agreement shall be sent to the following addresses via certified mail or personal delivery:

As to the Authority:

Harris County Public Improvements Authority
c/o Harris County, Georgia
P. O. Box 365
Hamilton, Georgia 31811

With a copy to:

Harris County Attorney
John M. Taylor
Lewis, Taylor & Todd, P.C.
P. O. Box 1027
LaGrange, Georgia 30241

As to the Developer:

Mulberry Grove Development, LLC
c/o George C. Woodruff Co.
2900 Warm Springs Road
Columbus, Georgia 31904

Section 8.2. General Provisions. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

Section 8.3. Benefit of Parties. This Agreement is solely for the benefit of the parties hereto and the Developer and the Bondholders, and creates no rights, benefits or causes of action for any other individual or entity.

Section 8.4. Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, inducement or promises, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by both parties hereto. If any of the terms of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto.

Section 8.5. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia. Venue shall be in Harris County, Georgia.

Section 8.6. Execution. This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.7. Delays and Waivers. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any such rights may be exercised from time to time as often as deemed expedient. Any waiver of rights shall be in writing and signed by the party granting the waiver.

Section 8.8. Approvals. Whenever a party is required to approve something or something is subject to a party's approval or permission, unless otherwise expressly provided herein, the approval/permission will not be unreasonably withheld, delayed or conditioned, and a

party proposing to withhold, delay or condition approval/permission shall promptly advise the other party in writing of the basis for the proposed action and afford the requesting party an opportunity to revise the request to the extent the basis for the withholding, delaying or conditioning is reasonable.

Section 8.9. Time. Time is of the essence of each and every provision of this Agreement.

Section 8.10. Nature of Obligations Hereunder. The County's obligations hereunder are subject to and limited by the performance by Columbus Water Works of any obligations it may have to the County under the Columbus Contract which is incorporated herein and made a part hereof.

(Executions on following page)

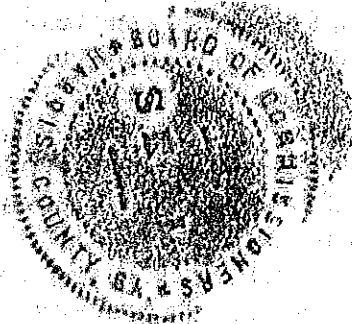
IN WITNESS WHEREOF, Harris County Public Improvements Authority and Harris County, Georgia have caused this Agreement to be executed by their duly authorized officers and/or their authorized representatives and have caused their representative seals to be hereto impressed and attested on the date and year first above written.

HARRIS COUNTY, GEORGIA

By: J. Harry Lange
J. Harry Lange, Chairman of the
Board of Commissioners

Attest: [Signature]
Clerk of the Board of Commissioners

(SEAL)



HARRIS COUNTY PUBLIC
IMPROVEMENTS AUTHORITY

By: J. Harry Lange
J. Harry Lange, Chairman

Attest: [Signature]
Secretary

(SEAL)

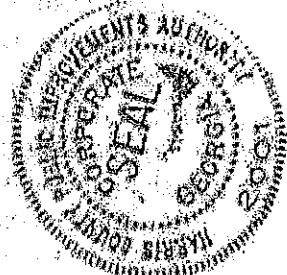


EXHIBIT A

LEGAL DESCRIPTION

TRACT 1

MULBERRY GROVE LAND COMPANY, LLC PROPERTY

Tax Parcel #032-003; 032-039; 032-040; 032-042

All those lots, tracts and parcels of land situate, lying and being in Harris County, Georgia, and being a part of Land Lots 49, 50, 73, and 74, 19th Land District of said county, as more particularly described as follows:

Parcel One

Beginning at an iron pin located at the corner common to Land Lots 73, 74, 87 and 88 of said 19th Land District of Harris County, Georgia, and from said point of beginning running thence north 01 degree 13 minutes 33 seconds west and along the northerly margin of said Lot 74, for a distance of 2,673.37 feet to an iron pin; running thence south 88 degrees 44 minutes 25 seconds west, for a distance of 579.10 feet to an iron pin located on the southeasterly margin of the right of way for Georgia Highway 315; running thence north 29 degrees 09 minutes 45 seconds east and along the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 72.25 feet to a concrete right of way monument; running thence north 46 degrees 46 minutes 40 seconds east and along the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 200.07 feet to a concrete right of way monument; running thence north 43 degrees 55 minutes 10 seconds west, for a distance of 20.03 feet to a concrete right of way monument; running thence north 46 degrees 40 minutes 24 seconds east, and along the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 789.83 feet to a concrete right of way monument; running thence in a northeasterly direction along a curve to the right having a radius of 5,679.58 feet and formed by the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 369.69 feet to a concrete right of way monument; running thence along a curve to the right, having a radius of 1,859.86 feet and formed by the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 1,322.27 feet to an iron pin; running thence south 86 degrees 05 minutes 13 seconds east and along the southerly right of way for Georgia Highway 315 for a distance of 55.55 feet to a concrete right of way monument; running thence north 03 degrees 54 minutes 47 seconds east for a distance of 10 feet to a concrete right of way monument; running thence south 86 degrees 05 minutes 13 seconds east, for a distance of 391.12 feet to an iron pin; running thence in a southeasterly direction along a curve to the right having a radius of 2,251.83 feet and formed by the southerly and southwesterly margin of the right of way for Fortson Road, for a distance of 230.11 feet to an iron pin; running thence south 01 degree 00 minutes 11 seconds east for a distance of 3,929.31 feet to an iron pin; running thence south 88 degrees 45 minutes 36 seconds west and along the westerly margin of Land Lot 74 for a distance of 2,366.29 feet to the iron pin which marks the point of beginning of the parcel hereby conveyed.

The parcel hereby conveyed is shown as "Mulberry Grove Land Company, LLC, 213.2 acres" upon a map or plat entitled "Plat of Land Lot 8 & Part of Land Lots 7, 35, 36, 49, 50, 73 & 74, 19th District & Part of Land Lot 8, 20th District, Harris County, Georgia, prepared by Moon, Meeks, Mason & Vinson, Inc., Civil Engineers & Land Surveyors, Columbus, Georgia under date of March 9, 2007.

Parcel Two

Beginning at an iron pin located at the corner common to Land Lots 34, 35, 50 and 51 in said 19th Land District of Harris County, Georgia and from said point of beginning running thence south 89 degrees 50 minutes 09 seconds east and along the easterly margin of said Land Lot 50 for a distance of 1,081.50 feet to an iron pin located on the southwesterly margin of the right of way for Mountain Hill Road and running thence in a southeasterly direction along a curve to the left having a radius of 3,080.84 feet formed by said southwesterly margin of the right of way for Mountain Hill Road, for a distance of 552.00 feet to an iron pin; running thence south 41 degrees 25 minutes 57 seconds east and along said southwesterly margin of the right of way for Mountain Hill Road for a distance of 171.40 feet to an iron pin; running thence in a southeasterly direction along a curve to the left having a radius of 1,913.02 feet formed by said southwesterly margin of the right of way for Mountain Hill Road, for a distance of 906.95 feet to an iron pin; running thence south 68 degrees 37 minutes 12 seconds east and along the southwesterly margin of the right of way for Mountain Hill Road for a distance of 1,203.53 feet to an iron pin; running thence in a southeasterly direction along a curve to the right having a radius of 2,331.83 feet and formed by said southwesterly margin of the right of way for Mountain Hill Road, for a distance of 11.50 feet to an iron pin; running thence in a southeasterly direction along a curve to the right having a radius of 778.51 feet and formed by said southwesterly margin of the right of way for Mountain Hill Road for a distance of 447.58 feet to a concrete monument; running thence south 15 degrees 22 minutes 24 seconds west for a distance of 40.62 feet to a concrete monument; running thence in a southwesterly direction along a curve to the left having a radius of 1,959.86 feet formed by the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 344.72 feet to an iron pin; running thence in a southwesterly direction along a curve to the left having a radius of 5,779.58 feet and formed by the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 381.86 feet to a concrete monument; running thence south 46 degrees 40 minutes 24 seconds west along the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 789.83 feet to a concrete right of way monument; running thence north 43 degrees 11 minutes 49 seconds west for a distance of 19.95 feet to a concrete right of way monument; running thence south 46 degrees 43 minutes 34 seconds west along the northwesterly margin of the right of way for Georgia Highway 315, for a distance of 200.15 feet to a concrete right of way monument; running thence south 50 degrees 52 minutes 52 seconds west and along the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 136.64 feet to a concrete right of way monument; running thence south 60 degrees 26 minutes 39 seconds west along the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 154.70 feet to a concrete right of way monument; running thence north 56 degrees 47 minutes 39 seconds west for a distance 354.81 feet to a concrete monument; running thence south 88 degrees 25 minutes 02 seconds west for a distance of 436.65 feet to an iron pin located on the right of way for Interstate Highway 185; running

thence in a northwesterly direction along a curve to the left, having a radius of 1,295.89 feet and formed by the northeasterly margin of the right of way for Interstate Highway 185 for a distance of 150.95 feet to a concrete right of way monument; running thence north 60 degrees 04 minutes 12 seconds west along the northeasterly margin of the right of way for Interstate Highway 185 for a distance of 531.72 feet to a concrete right of way monument; running thence in a northwesterly direction along a curve to the right having a radius of 995.94 feet and formed by the northeasterly margin of the right of way for Interstate Highway 185 for a distance of 384.68 feet to a concrete right of way monument; running thence north 36 degrees 27 minutes 49 seconds west along said northeasterly margin of the right of way for Interstate Highway 185, for a distance of 622.49 feet to a concrete right of way monument; running thence in a northwesterly direction along a curve having a radius of 7,388.81 feet and formed by the northeasterly margin of the right of way for Interstate Highway 185 for a distance of 270.27 feet to an iron pin; running thence north 01 degree 12 minutes 16 seconds west for a distance of 1,609.66 feet to the iron pin which marks the point of beginning of the parcel hereby conveyed.

The parcel hereby conveyed is shown as "Mulberry Grove Land Company, LLC, 151.3 acres" upon a map or plat entitled "Plat of Land Lot 8 & Part of Land Lots 7, 35, 36, 49, 50, 73 & 74, 19th District & Part of Land Lot 8, 20th District, Harris County, Georgia, prepared by Moon, Meeks, Mason & Vinson, Inc., Civil Engineers & Land Surveyors, Columbus, Georgia under date of March 9, 2007.

The parcels hereby conveyed are the same properties acquired under the following conveyances:

- (1) Warranty Deed from Mary Watkins a/k/a Mary Munn Watkins to Grove Investment Company, a partnership, dated May 30, 1980 and recorded in Deed Book 101, Page 309, in the Offices of the Clerk of Superior Court of Harris County, Georgia;
- (2) Warranty Deed from Bobby Walton White, et. al. to Grove Investment Company, dated December 27, 1984 and recorded in Deed Book 129, Page 139 in the Offices of the aforementioned Clerk, and Administrator's Deed from Jesse Binns White, Jr., as Administrator of the Estate of Jesse Binns White, Sr., to Grove Investment Company, dated December 27, 1984 and recorded in Deed Book 129, Page 132, in the Offices of the aforementioned Clerk;
- (3) Warranty Deed from Keith T. Lucas and Susan H. Lucas to Grove Investment Company, a Georgia general partnership, dated June 23, 1997 and recorded in Deed Book 356, Page 367, in the Offices of the aforementioned Clerk; and
- (4) Warranty Deed from William B. Turner to Mulberry Grove Land Company, LLC, a Georgia limited liability company, dated November 24, 2003 and recorded in Deed Book 703, Page 503, et. seq., in the offices of the aforementioned Clerk.

This conveyance is made subject to all valid easements of record.

ALSO, Grantor does hereby quitclaim and convey to Grantee, without warranty, those portions of the property formerly in the right-of-way for Mountain Hill Road and State Route 315 which were conveyed to Grove Investment Company in the following Quitclaim Deeds:

- (1) Quitclaim Deed from The Department of Transportation to Grove Investment Company dated November 18, 1999 and recorded in Deed Book 462, Page 57, in the offices of the aforementioned Clerk; and
- (2) Quitclaim Deed from Harris County, Georgia to Grove Investment Company dated June 20, 2000 and recorded in Deed Book 462, Page 61, in the offices of the aforementioned Clerk.

TRACT 2
MULBERRY GROVE PROPERTY

737.3 acres, more or less, in Land Lots 7, 8, 35, 36, 49, 50, 19th District, and Land Lot 8, 20th District, Harris County, Georgia, within the following metes and bounds:

1. THE POINT OF BEGINNING is the concrete monument at the southeast terminus of the mitered intersection of the northwest margin of Georgia Highway 315 and the northeast margin of Mountain Hill Road in Land Lot 49;
2. Run N71°02'42"W along the mitered intersection 44.26' to the northwest terminus of the intersection;
3. Run northwesterly and counterclockwise along the curving northeast margin of Mountain Hill Road (radius 858.51') an arc distance of 295.60' to an iron stake;
4. Continue northwesterly and counterclockwise along the curving northeast margin of Mountain Hill Road (radius 858.51') an arc distance of 215.0' to an iron stake;
5. Continue northwesterly and counterclockwise along the curving northeast margin of Mountain Hill Road (radius 2251.83') an arc distance of 10.13' to an iron stake;
6. Continue N68°37'12"W along the northeast margin of Mountain Hill Road 424.80' to an iron stake on the west line of Land Lot 49;
7. Leaving the northeast margin of Mountain Hill Road run N01°12'33"W along the west line of Land Lot 49, 1,333.59' to an iron stake at the northwest corner of Land Lot 49;
8. Run S88°35'06"W along the south line of Land Lot 35 1485.60' to an iron stake;
9. Continue N89°48'35"W along the south line of Land Lot 35, 323.01' to an iron stake on the northeast margin of Mountain Hill Road;

10. Run northwesterly and clockwise along the curving northeast margin of Mountain Hill Road (radius 3,160.57') an arc distance of 270.92' to an iron stake;
11. Run N26°56'31"W along the northeast margin of Mountain Hill Road 423.23' to an iron stake;
12. Continue northwesterly and counterclockwise along the curving northeast margin of Mountain Hill Road (radius 1157.25') an arc distance of 706.31' to an iron stake;
13. Continue N61°54'42"W along the northeast margin of Mountain Hill Road 443.54' to an iron stake on the west line of Land Lot 35;
14. Run N01°11'53"W along the west line of Land Lot 35 1682.27' to the northwest corner of Land Lot 35;
15. Run N00°58'01"W along the west line of Land Lot 8, 19th Land District, 2936.49' to an iron stake at the northwest corner of Land Lot 8;
16. Run N88°49'22"E along the north line of Land Lot 8, 19th Land District, 29.28' to an iron stake at the southwest corner of Land Lot 8, 20th District;
17. Run N00°50'45"W along the west line of Land Lot 8, 20th District, 659.84' to an iron stake;
18. Leaving the west line of Land Lot 8, 20th Land District, run N89°15'51"E 3304.62' to an iron stake on the east line of Land Lot 8, 20th District;
19. Run S01°09'10"E along the east line of Land Lot 8, 20th District, 670.82' to an iron stake at the southeast corner of Land Lot 8, 20th District;
20. Run S87°33'42"W along the south line of Land Lot 8, 20th Land District, 341.83' to an iron stake at the northeast corner of Land Lot 8, 19th Land District;
21. Run S00°55'07"E along the east line of Land Lot 8, 19th Land District, 432.80';
22. Run N89°59'23"E along the north line of Land Lot 7, 19th Land District, 1965.04' to an iron stake;
23. Leaving the north line of Land Lot 7, run S00°42'17"E, 1271.47' to an iron stake;
24. Run S00°22'42"E, 393.42' to an iron stake;
25. Run N87°33'03"E, 340.71' to an iron stake on the west margin of Grantham Drive;
26. Run S01°27'55"E along the south margin of Grantham Drive, 260.0' to an iron stake;
27. Leaving the south margin of Grantham Drive, run S88°30'23"W, 343.0' to an iron stake;
28. Run S00°30'27"E, 414.71' to an iron stake on the south line of Land Lot 7;

29. Run N88°58'55"E along the south line of Land Lot 7, 501.05' to an iron stake at the northeast corner of Land Lot 36;
30. Run S00°52'06"W along the east line of Land Lot 36, 2330.19' to an iron stake;
31. Leaving the east line of Land Lot 36, run N89°07'54"W, 1510.0' to an iron stake;
32. Run S06°05'07"E, passing into Land Lot 49, 910.0' to an iron stake;
33. Run S43°41'35"E, 821.95' to an iron stake;
34. Run S10°41'02"W, 1068.22' to an iron stake on the north margin of Georgia Highway 315;
35. Run southwesterly and counterclockwise along the curving north margin of Georgia Highway 315 (radius 1959.86') an arc distance of 473.88' to the concrete monument at the POINT OF BEGINNING.

The above legal description was taken from the Survey by Moon, Meeks, Mason & Vinson, Inc. dated 9 March 2007 described as "Plat of Land Lot 8 & Part of Land Lots 7, 35, 36, 49, 50, 73 & 74, 19th District & Part of Land Lot 8, 20th District, Harris County, Georgia.

The Property is subject to the Settlement Agreement Between U. S. Army Corps of Engineers Savannah District and The George C. Woodruff Co. last signed June 9, 2008.

APPENDIX H:
2014 REPLACEMENT WATER AND WASTEWATER SERVICE AGREEMENT
HARRIS COUNTY PUBLIC IMPROVEMENTS AUTHORITY AND MULBERRY
GROVE DEVELOPMENT COMPANY, LLC

COPY

STATE OF GEORGIA
COUNTY OF HARRIS

**REPLACEMENT
WATER AND WASTEWATER
SERVICE AGREEMENT**

THIS AGREEMENT (this "Agreement") is made and entered into as of the 1st day of December, 2014, by and between **HARRIS COUNTY PUBLIC IMPROVEMENTS AUTHORITY**, a public body corporate and politic (hereinafter referred to as the "Authority"), and **MULBERRY GROVE DEVELOPMENT COMPANY, LLC**, a Georgia limited liability company (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Harris County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and the Developer entered into that certain Water and Wastewater Service Agreement, dated April 24, 2008 (hereinafter referred to as the "Initial Agreement"); and

WHEREAS, the County and the Authority will enter into an Intergovernmental Contract as of even date herewith (the "Intergovernmental Contract") with respect to the subject matter of this Agreement;

WHEREAS, the Authority and the Developer intend and agree that this Agreement and the Intergovernmental Contract replace and supersede the Initial Agreement, and the County will evidence such intention and agreement by the provisions of the Intergovernmental Contract; and

WHEREAS, the County currently owns and operates a public water system and intends to have constructed a sewer system to provide service to a limited unincorporated area of Harris County; and

WHEREAS, the Developer has acquired property within the Mulberry Grove area of Harris County consisting of approximately 1100 acres (hereinafter referred to as the "Property" or "The Grove") which is depicted on Exhibit "A" attached hereto and upon which the Developer plans to develop a mixed-use community (the "Project"); and

WHEREAS, the Developer desires that the Property be served by the County's existing public water and the County's planned sewer system; and

WHEREAS, the County plans to have constructed a water distribution system to the Property; and

WHEREAS, the County plans to connect the Property to the Muscogee County Wastewater Treatment System by construction of a sanitary sewer collection system; and

WHEREAS, the Authority desires to assist the County in such plans by: (a) issuing its revenue bonds described herein (the "Bonds") for the purpose of financing the Off-Site Water and Sewer Facilities referred to below, and (b) causing the Off-Site Water and Sewer Facilities to be acquired with the proceeds of the Bonds and sold to the County on an installment basis pursuant to the Intergovernmental Contract; and

WHEREAS, the Developer desires to accelerate construction of the public water and sewer systems in the area to serve the Property by making a financial commitment to the Authority for the financing of the public water and sewer systems to serve the Property; and

WHEREAS, the Developer will share the financial debt service on the Bonds by being responsible for and by underwriting shortfalls in debt service on the Bonds as provided in this Agreement; and

WHEREAS, the County and the Developer desire to enter into this Agreement whereby the Developer will cause to be constructed the water and sewer systems within The Grove and dedicate the same to the County, and the Authority and the County will cause to be constructed the Off-Site Water and Sewer Facilities, including a wastewater sewer line from Muscogee County line to The Grove.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the Authority and the Developer covenant and agree as follows:

ARTICLE I -- DEFINITIONS

Section 1.1. Definitions. Except as otherwise provided herein, the definitions set in the Harris County Code of Ordinances shall apply to this Agreement:

(a) "Agreement" shall mean this Water and Wastewater Service Agreement between the Authority and the Developer.

(b) "The Grove" shall mean that parcel of land owned by the Developer consisting of approximately 1100 acres, the boundaries of which are depicted upon Exhibit "A".

(c) "Water and Sewer Plan" shall mean the plans for water distribution and sewage collection facilities necessary to serve the Property to be prepared by an engineering consultant for the Developer which plan must be approved and accepted by the County at the onset of planning activity for each phase.

(d) "On-Site Water and Sewer Facilities" shall mean all elements of the water distribution and sewer collection systems necessary to serve the Property located within the boundaries of The Grove.

(e) "Off-Site Water and Sewer Facilities" shall mean all of the elements of the water distribution and sewer collection systems located outside the boundaries of The Grove necessary

to serve the Property. The "Off-Site Water Facilities" (herein so called) shall include, but are not limited to, a water main with necessary pumps and water storage tanks. The "Off-Site Sewer Facilities" (herein so called) shall include, but are not limited to, a force sewer main from the Property to the Muscogee County line along with sewage pump stations and force mains to transport sewage from the Property to the County's Muscogee sewerage transfer point. The Off-Site Water and Sewer Facilities will connect with the On-Site Water and Sewer Facilities at the intersection of Mountain Hill Road and Georgia Highway 315.

(f) "Columbus Contract" shall mean that contract between the County and Columbus Water Works dated as of March 24, 2008, as may be amended, to provide sanitary sewer service to the County, which Intergovernmental Contract is incorporated herein and made a part hereof.

(g) "Project Deficiency" means any of the following:

1. The Developer defaults in its obligations under Article II or Article IV hereof, and does not cure the default within thirty (30) days after notice from the County or if the default, other than a monetary default, is not reasonably curable within thirty (30) days and the Developer promptly commences the cure and diligently completes it, then the thirty (30) day period will be extended for a reasonable time, not to exceed sixty (60) additional days.
2. The Developer fails to make a payment required by Section 4.3 hereof, or otherwise does not pay the amounts representing Advanced Sewer Tap Fees and Special Sewer Tax the Developer is obligated to pay, and does not cure the failure by payment within thirty (30) days of the due date.
3. Any Special Sewer Tax referred to in Section 4.4 is not collected in cash in an amount sufficient to satisfy a Debt Service Deficiency, and the cash deficiency is not cured by payment within thirty (30) days of the tax payment date.
4. The Developer otherwise is in default in its obligations under this Agreement and the default is not cured within thirty (30) days of notice of such default by the Authority to the Developer or if the default, other than a monetary default, is not reasonably curable within thirty (30) days and the Developer promptly commences the cure and diligently completes it, then the thirty (30) day period will be extended for a reasonable time, not to exceed sixty (60) additional days.

ARTICLE II - ON-SITE WATER AND SEWER FACILITIES

Section 2.1. Water and Sewer Plan. The Developer shall prepare the Water and Sewer Plan for the On-Site Water and Sewer Facilities contemplated by this Agreement at The Grove. The Water and Sewer Plan shall encompass the On-Site Water and Sewer Facilities. The Developer shall submit the Water and Sewer Plan to the County for approval by the County. If

the On-Site Water and Sewer Facilities are to be constructed in discrete phases, the Water and Sewer Plan may be proposed and submitted for approval in appropriate phases. All construction plans and specifications shall be in accordance with the Water and Sewer Plan. Approval of the Water and Sewer Plan is required before the Developer is authorized to proceed with the On-Site Water and Sewer Facilities.

The Intergovernmental Contract shall provide that: within sixty (60) days of the submission of a Water and Sewer Plan(s), the County shall review the submission and notify the Developer whether the Plan meets the County's approval and, if not, the reasons therefor; should the County fail to respond to the submitted Plan within sixty (60) days, the submitted Plan shall stand approved; and if a submitted Plan is denied by the County, the Developer shall submit a revised Plan within sixty (60) days after which the County shall review the resubmitted Plan as provided herein and respond appropriately.

Section 2.2. Project Construction Plans. The Developer, as soon as it has prepared a final site plan for a phase of the Project, shall prepare through its engineer a "Project Construction Plan" for construction and installation of the On-Site Water and Sewer Facilities necessary to furnish water and sewerage services to the part of the Property on which the phase will be constructed. The plans and specifications shall adhere to the minimum requirements and regulations applicable to installation of water and sewer improvements within Harris County. The Developer shall submit the Project Construction Plan to the County for comment and review. The Intergovernmental Contract shall provide that after review the County shall approve, reject or request changes to the Project Construction Plan.

Section 2.3. Construction of On-Site Water and Sewer Facilities. The Developer shall construct, at its own cost and expense, all the On-Site Water and Sewer Facilities to serve all uses on each phase of the Project in conjunction with the grading, road construction and other site work for the phase.

Section 2.4. Change Orders. No material or non-minor departure from the approved Project Construction Plan will be made by the Developer without a change order approved by the County; provided, however, all changes shall be provided to the County Manager or his designee.

Section 2.5. Plat Showing Improvements. Prior to construction the Developer shall provide to the County a recordable plat or plats showing all the improvements of the On-Site Water and Sewer Facilities located within public easements and/or rights-of-way. Lots within the Property on which pump stations or storage tanks are to be located shall be conveyed to the County in fee simple at no cost to the County. Should the Developer fail to provide the plat(s), the County will not be required to accept ownership of the On-Site Water and Sewer Facilities, and water meters will not be installed to serve the Property.

Section 2.6. Compliance with Ordinance. Installation of the Developer's On-Site Water and Sewer Facilities shall be governed by the provisions of the Harris County Code of Ordinances. Acceptance of the On-Site Water and Sewer Facilities by the County shall be governed by the provisions of the Harris County Code of Ordinances.

Section 2.7. Developer and Contractor Warranties. The Developer shall require the construction contractor to warrant for the benefit of the Authority and the County that the On-Site Water and Sewer Facilities on the Property will be free of installation and material defects for a period of twenty-four (24) months following the date of acceptance. Any failure of the On-Site Water and Sewer Facilities due to faulty installation or material defect during the warranty period shall be repaired or replaced by the construction contractor (or the Developer should it fail to cause the contractor to provide the required warranty) at its sole expense.

Section 2.8. Inspections. The Developer shall be responsible for providing resident engineering inspection during construction to ensure the construction contractor's conformance to the approved Project Construction Plan and the plans and specifications. The County shall have free access to the construction to perform its own inspections. Upon completion of the On-Site Water and Sewer Facilities, the Developer shall provide to the County a statement from the engineer certifying that the workmanship and materials meet the specifications and requirements of the Project Construction Plan and the plans and specifications. The County may request that the certification be substantiated by material affidavits from suppliers and by test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the County. The County shall be given reasonable notice of and an opportunity to observe any tests conducted.

Section 2.9. Permits. The Developer shall be responsible for obtaining all permits, licenses and approvals necessary for completion of construction at its own expense. The Developer shall do all things necessary to obtain the necessary approval of any governmental agency, including the County, for construction of the On-Site Water and Sewer Facilities. Prior to any activity necessitating the use of property owned by a governmental unit, including the County, the Developer shall obtain approval for such use from the appropriate governmental unit.

Section 2.10. As-Built Drawings. Upon completion of the construction, but before final acceptance by the County, the Developer shall provide the County with "As-Built" record drawings meeting the requirements of the Harris County Code of Ordinances. The Intergovernmental Contract will provide that after submittal of the "As-Built" record drawings by the Developer and acceptance of same by the County, the County will, subject to the approval of the Board of Commissioners, accept title thereto and assume responsibility for maintenance and operation of the On-Site Water and Sewer Facilities.

Section 2.11. Letter of Credit, Performance and Default.

(a) Within thirty (30) days after the approval of the Project Construction Plans by the County for a phase or phases, the Developer shall deliver to the County an irrevocable letter of credit satisfactory to the County in an amount equal to the estimated costs. The letter of credit shall be issued for the purpose of guaranteeing the completion of the On-Site Water and Sewer Facilities. The letter of credit shall be drawn in favor of the County and shall be in a form acceptable to the County Attorney. The letter of credit shall continue in force until acceptance of

the On-Site Water and Sewer Facilities by the County, at which time it will be returned to the Developer.

(b) In the event the Developer fails to complete the construction and installation of the On-Site Water and Sewer Facilities, the County shall have the right to do any and all acts necessary to complete said facilities substantially in accordance with the Project Construction Plan. Such acts may include use of the funds of the letter of credit and any and all acts under this Agreement which the Developer could do in its own behalf.

Section 2.12. Standards for Approval and Consent.

(a) Whenever in the implementation of this Agreement the Developer is required or permitted to submit to the County or the Authority documents (such as sewer plans, construction plans, site plans, plats and drawings) for approval, acceptance or similar action, the standards to be applied will be those contained in the Harris County Ordinances, and such approval, acceptance or similar action will not be unreasonably withheld, conditioned or delayed.

(b) Whenever in the implementation of this Agreement the Developer is required or permitted to obtain from the County or the Authority consent to an action, the consent will not be unreasonably withheld, conditioned or delayed.

ARTICLE III – OFF-SITE WATER AND SEWER FACILITIES

Section 3.1. Construction of Off-Site Water and Sewer Facilities. Provided that the first phase of the Water and Sewer Plan has been prepared and approved, there has occurred no Project Deficiency and the Bonds have been issued, the Authority will cause to be constructed the Off-Site Water and Sewer Facilities as defined herein at its expense (subject to the financial assurances of the Developer in Article IV – Financial Assurances as provided for hereinafter), and the Authority will cause the Off-Site Water and Sewer Facilities to be completed to accept sewage and provide water as provided herein beginning no later than twelve (12) months after the commencement of construction of Off-Site Water and Sewer Facilities (the "Completion Date"). The Intergovernmental Contract will provide that the County will arrange for the construction of the Off-Site Water and Sewer Facilities on behalf of the Authority, utilizing the proceeds of the Bonds.

Section 3.2. Design. The Intergovernmental Contract will provide that the County shall designate an engineer who will be responsible for the engineering, design and inspection of the construction and installation of the Off-Site Water and Sewer Facilities; the County will cause the Off-Site Water and Sewer Facilities to have sufficient capacity to accept all sewage, commercial and residential, or a combination of both, generated on the Property but not to exceed two million gallons of wastewater per day (2MGD) with a maximum instantaneous peak flow of 1.5 (2100GMP) as provided for in the Columbus Contract between the County and Columbus Water Works; and the County shall not enter into any agreement with Columbus Water Works to decrease the aforementioned wastewater capacity.

Section 3.3. Deeds. In the event a lift station, holding tank or pumping station that is part of the On-Site Water and Sewer Facilities or the Off-Site Water and Sewer Facilities is located on property owned by the Developer, the Developer agrees to convey to the County, without cost, the marketable fee simple title free and clear of all liens and encumbrances to the land upon which such lift station, holding tank or pumping station is located. The Developer also agrees to grant the County an easement for ingress and egress to the land acquired by the County from the adjoining public or private roads adjoining the respective tract of property so affected. The form and content of the deed(s) to be granted must be acceptable to the County Attorney.

Section 3.4. Property Acquisition. The Intergovernmental Contract shall provide that the Developer shall be responsible for obtaining off-site property for all lift stations, pumping stations, holding tanks or other improvements at its own expense, and title to the property shall be conveyed to the County by warranty deed free and clear of all liens and encumbrances to the property, other than easements and rights-of-way and similar rights ordinarily attached to similar properties. The Intergovernmental Contract shall provide that in the event the County determines that property must be obtained through condemnation, the County may condemn the property, and if the County condemns the property, the County shall be responsible for all costs of condemnation incurred by the County and such costs shall be added to the Off-Site Water and Sewer Facilities.

Section 3.5. Easements. The Developer agrees to grant to the County or the Authority, as required, without cost to the County or the Authority a permanent easement across lands owned by the Developer for the construction, installation, relocation, maintenance, repair, replacement and use of all water and sewer improvements that are the subject matter of this Agreement. The form and content of the easements to be granted shall be acceptable to the County Attorney.

Section 3.6. Ownership of Improvements. Upon Completion of Work for the On-Site Water and Sewer Facilities in conformity with the County Code or Ordinances, all water and sewer improvements that are the subject matter of this Agreement, including all equipment installed, shall be conveyed to the County by the Developer free and clear of any claims of title by the Developer or any liens.

Section 3.7. Maintenance and Operation of Improvements.

(a) The Intergovernmental Contract shall provide that unless a Project Deficiency has occurred and is continuing (i) the County, at its sole expense, will, during the term of the Intergovernmental Contract, except to the extent prevented by *force majeure*, maintain, or cause to be maintained, and operate, or cause to be operated, the On-Site Water and Sewer Facilities (after title thereto is conveyed to the County as provided above) and the Off-Site Water and Sewer Facilities in a safe, efficient and economical manner, and will make all necessary and proper repairs, replacements and renewals consistent with good practices for comparable facilities and in compliance with all applicable laws and regulations; (ii) in all events the County shall not accept sewage, commercial and residential, or a combination of both, generated on the Property which exceeds two million gallons of wastewater per day (2MGD) with a maximum

instantaneous peak flow of 1.5 (2100GPM) or such greater amount as may be provided for in the Columbus Contract between the County and Columbus Water Works; and (c) the County will maintain proper books and records of the installation, operation and maintenance of the systems in accordance with generally accepted accounting principles and will make the books and records available for inspection by the Developer at all reasonable times.

(b) The On-Site Sewer Facilities may include sewage holding tanks or other sewage retention facilities, and pursuant to the provisions of the Intergovernmental Contract the County will design, install and operate the Off-Site Sewer Facilities and operate the On-Site Sewer Facilities (when transferred to the County) to accept all sewage generated on the Property, subject to paragraph (a) above, with the right to use such retention facilities, whether off-site or on-site. However, the Intergovernmental Contract shall provide that the Developer shall have the right, subject to compliance with applicable laws and in accordance with good management practices, to install such retention facilities (and other facilities serving a similar purpose) in the future to allow the generation of more sewage on the Property than contemplated by the Water and Sewer Plan without exceeding the peak capacity of the On-Site Sewer Facilities and the Off-Site Sewer Facilities, and, subject to paragraph (a) above, in such case such additional sewage shall be accepted by the County in the same manner and under the same terms as the sewage for which the On-Site Sewer Facilities and the Off-Site Sewer Facilities were originally designed.

Section 3.8. Charges By County for Services. The Intergovernmental Contract shall provide that during its term, in general, but subject to more specific provisions herein, the County will not impose charges for sewer and water applicable to The Grove that exceed reasonable and customary amounts. The Intergovernmental Contract shall provide that during its term, in particular until the Bonds are paid in full and the Developer Investment Amount (described below) is reduced to zero, unless a Project Deficiency resulting from the failure of the Developer to pay money to the County or the Authority has occurred and is continuing, the following specific provisions will apply:

1. Sewer Service:

(a) One-Time Tap on fees for initiation of service to a tract, lot or other parcel from the date of execution of this Agreement through December 31, 2018:

1. Single family residence: \$3,000.00
2. Multifamily residence: \$750.00/dwelling unit
3. Commercial and all other Uses: \$7,500.00/acre or \$2,000.00 per door, whichever is greater
4. Office, School Uses: \$5,000.00/acre

(b) The County may increase One-Time Tap on fees after December 31, 2018, but not to exceed:

1. Single family residence: \$4,000.00
2. Multifamily residence: \$1,000.00/dwelling unit

3. Commercial and all other uses: \$10,000.00/acre or \$3,000.00 per door whichever is greater
4. Office, School Uses: \$7,500.00/acre

(c) Monthly service charges: Not more than 110% of the then current charges by Columbus Water Works to its customers in Columbus, Georgia for the same service.

2. Water Service:

- (a) Tap on fees: Same as for other parts of the County
- (b) Monthly service charges: Same as for other parts of the County

Section 3.9. Exclusive Use of Off-Site Sewer Facilities. The Intergovernmental Contract shall provide that, during the term of the Intergovernmental Contract and so long as no Project Deficiency occurs and is continuing for a period of thirty (30) days after notice thereof, the County will not allow any other party to tap into, discharge into, connect with or otherwise use the Off-Site Sewer Facilities without the Developer's consent, which consent the Developer shall be under no obligation to give if such use would then or in the future interfere with the availability to the Developer of the capacity provided in Section 3.7; provided, however, if such use would not then or in the future interfere with the availability to the Developer of the capacity provided in Section 3.7, then consent shall not be withheld unreasonably, but may be conditioned on payments to the Developer, taking into consideration the benefit to the other party and the financial support the Developer has provided, the risks and obligations the Developer has incurred, and the payments the Developer has made under this Agreement; provided further, however, that the foregoing restriction on tap-ons, discharges and connections shall not apply to: (a) now existing residences with septic systems adjacent to the Off-Site Water and Sewer Facilities which pay all costs of connecting to the Off-Site Sewer Facilities and tap-on fees equal to those applicable to The Grove, or (b) county or other governmental facilities when (i) the usage of total sewer capacity will not interfere with the availability to the Developer of the capacity provided in Section 3.7, or (ii) the County, at its own cost, improves the Off-Site Sewer Facilities to expand their capacity to cover the facilities and the added capacity is permitted by the Columbus Contract.

Section 3.10. No Assignment. The obligations of the Developer and the rights of permission and consent under this Agreement and the Intergovernmental Contract are personal to the Developer and shall not pass with the Property, and may not be assigned or alienated by the Developer without the consent of the County and the Authority.

ARTICLE IV – FINANCIAL ASSURANCES

Section 4.1. Off-Site Sewer Facilities Costs; Sewer Bond Issue.

(a) The Authority anticipates the cost of the Off-Site Sewer Facilities including the sewer line from the Muscogee County line to the Property will be approximately Five Million Four Hundred Thousand Dollars (\$5,400,000), including costs of Bond issuance.

(b) The Authority will finance the installation costs and costs of issuance of the Bonds through a taxable sewer revenue bond issue (the "Bonds") in an amount which includes actual cost of planning, designing and installing the Off-Site Sewer Facilities, plus bond issuance costs which shall be submitted to the Developer for approval. The Authority, promptly after the execution of this Agreement, will advise the Developer in writing of the substantive terms of the proposed Bonds, including the principal amount of the Bonds to be issued, the rate of interest and amortization schedule. The Authority will use its best efforts to obtain a binding commitment for a reasonable rate of interest and repayment terms providing for interest only for at least seven (7) years and for the amortization of principal and interest in equal payments over the eighth (8th) through thirtieth (30th) years. The Developer, within fifteen (15) days of receipt of the proposed terms of the Bonds, will provide notice to the Authority whether or not the terms are acceptable.

(c) If the terms of the proposed Bonds are acceptable to the Developer, the Authority will proceed with the issuance of the Bonds to the extent practicable.

(d) If the terms of the proposed Bonds are not acceptable to the Developer, the County and the Developer will negotiate in good faith to structure a bond issue that will be acceptable to all parties, but if such bond issue cannot be agreed upon within thirty (30) days after the Developer's notice or the Bonds are not issued by January 31, 2015, then either party can terminate this Agreement, and neither party will have any further obligation to the other.

Section 4.2. Bond Fund.

(a) The Authority will deposit into a separate fund known as the "Bond Fund" the following promptly upon receipt:

1. Advanced Sewer Tap Fees provided for below;
2. Amounts pursuant to the Intergovernmental Contract received from the County equal to cash Sewer Tap Fees for the Property;
3. Amounts pursuant to the Intergovernmental Contract received from the County equal to the special sewer tax, if any, as provided below.

The Bond Fund will be invested and investment returns (within the limits of applicable arbitrage and rebate rules) will be added to the fund. Amounts in the Bond Fund will be applied only to the payment of principal and interest on the Bonds. If the Bond Fund is sufficient to pay all interest, prepayment premium (if any), principal and other charges with respect to the Bonds, and if the Bonds are subject to optional prepayment, the Authority, at its own instance, may, or upon written request by the Developer will, apply the Bond Fund to the prepayment, in whole or in part, of the Bonds at the earliest practicable time.

(b) The Authority will cause to be maintained proper books and records of the Bond Fund, including deposits and withdrawals with an explanation of each item, in accordance with generally accepted accounting principles and will make the books and records available for inspection by the Developer at all reasonable times. The Authority will cause to be sent to the Developer by the fifteenth (15th) day of each month a statement showing the balance of the Bond

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Fund at the beginning and ending of the previous month with an itemization of the transactions during the month.

Section 4.3. Advanced Sewer Tap Fees.

(a) In order to provide financial assurance to the Authority for the repayment of the Bonds, the Developer shall thirty (30) days in advance of each of the first fourteen (14) semiannual payment dates of the Bonds (or until the Bonds are paid in full, if earlier) pay, if amounts expected in the Bond Fund will not be sufficient to pay the debt service on the Bonds in the coming year, the sum necessary to satisfy such insufficiency to the Authority ("Advanced Sewer Tap Fees") as an advance on its Tap Fee Credit (described in the following paragraph (b)). Such obligation of the Developer shall be secured prior to the issuance of the Bonds by guarantees or letters of credit in a manner satisfactory to the Authority; a guaranty of 50% by the George C. Woodruff Co. and 50% by Turner family entities of substantial net worth will be satisfactory, provided that the Authority has reviewed the net worth of each guarantor and that a satisfactory substitute will be provided if later net worth falls substantially. The Developer has the right, but not the obligation, to pay to the Authority additional amounts to be applied to payment of the Bonds and treated as Advanced Sewer Tap Fees. The Advanced Sewer Tap Fees shall be deposited in the Bond Fund and used by the Authority to pay the debt service on the Bonds.

(b) The Intergovernmental Contract shall provide that the Developer shall be given a sewer tap fee credit ("Tap Fee Credit") equal to the sum of the Advanced Sewer Tap Fees theretofore paid to the Authority by the Developer not applied as provided below, that the Tap Fee Credit shall be personal property of the Developer, and that so long as no Project Deficiency has occurred and is continuing, upon request by the Developer, Sewer Tap Fees otherwise to be charged by the County for the Property shall be treated as paid by and deducted from the Tap Fee Credit. No transferee of any part of the Property is to acquire any rights to the Tap Fee Credit unless the Developer, with notice to the County and the Authority, in writing transfers such rights to the transferee; provided, however, that the Developer shall remain responsible, liable and bound to all obligations under this Agreement notwithstanding any such assignment. Upon the exhaustion of the Tap Fee Credit (which may be re-established by any additional Advanced Sewer Tap Fees paid hereunder), the County shall be entitled to receive in cash all sewer tap fees with respect to the Property, subject to its obligation under the Intergovernmental Contract to pay amounts equal to certain sewer tap fees to the Authority for deposit in the Bond Fund.

Section 4.4. Special Tax District. This Agreement contemplates that the County shall cause the Property to be designated as a Special Tax District and that, in the event that the amount reasonably expected to be in the Bond Fund for the next calendar year is not sufficient to pay the principal and interest payments on the Bonds due in the year, and that the County shall levy a "Special Sewer Tax" (herein so called) on the Special Tax District for the subject year in the amount estimated to make up the insufficiency (a "Debt Service Deficiency") and payable in time to meet debt service on the Bonds, and that amounts equal to the Special Sewer Tax receipts shall be paid to the Authority pursuant to the Intergovernmental Contract and be deposited by the Authority in the Bond Fund. The Intergovernmental Contract shall provide that, in the event the Developer defaults on the payment of its obligations in Section 4.3 hereof, the County shall levy,

without duplication, a Special Sewer Tax on the Special Tax District for the subject year in the amount of the default of the Developer, and such Special Sewer Tax receipts, if sufficient, shall be treated as curing the default in the payment of Advanced Sewer Tap Fees under Section 4.3(a) above; any excess of such receipts shall be paid to the Authority pursuant to the Intergovernmental Contract and be deposited in the Bond Fund. The creation of the Special Tax District is a condition precedent to the effectiveness of this Agreement. The County shall have its usual liens and remedies to collect any Special Sewer Tap. The Intergovernmental Contract shall provide that the Special Tax District designation will be removed upon payment in full of the Bonds.

Section 4.5. Reimbursement of Developer Investment Amount.

(a) The "Developer Investment Amount" (herein so called) at any particular time is the sum of the following:

1. Advanced Sewer Tap Fees theretofore paid by the Developer, less
2. Amounts charged against and deducted from the Tap Fee Credit for Sewer Tap Fees on the Property, less
3. Amounts reimbursed to the Developer pursuant to Section 4.5(c).

(b) If no Project Deficiency has occurred and is continuing, and the Bonds have been paid in full with amounts provided by Sewer Tap Fees, the Special Sewer Tax and Advanced Sewer Tap Fees without call on other funds of the County, and if, when the Bonds are paid in full, the Developer Investment Amount is a positive number, then the Authority will thereafter reimburse to the Developer the Developer Investment Amount paid by obtaining, pursuant to the Intergovernmental Contract and providing the same to the Developer, amounts equal to any subsequent sewer tap fees at the Property during the term of this Agreement so far as they go, and applying the same against the Developer Investment Amount until such Amount is reduced to zero, as provided in Section 4.5(c). When the Bonds have been paid in full and the Developer Investment Amount has been reduced to zero, or at the end of the 40-year period provided in Section 5.3 below, whichever is sooner, these payments will cease.

(c) Until the Developer Investment Amount has been reduced to zero, if the Developer notifies the Authority that the County has received sewer tap fees with respect to any part of the Property and the conditions set forth in paragraph (b) above are satisfied, the Authority will within sixty (60) days thereafter pay the Developer the amount received by it from the County with respect to such sewer tap fees. The notice will specify for each sewer tap fee received the amount, the part of the Property to which it relates, and the approximate date received; notices will not be given more often than once each calendar quarter. The Authority will cause to be provided to the Developer reasonable access to its records relating to sewer tap fees received for the Property.

Section 4.6. Indemnification. The Developer agrees to indemnify, release and hold harmless the County, the Authority and their officers, agents and employees from and against all

liability, loss, costs, damages, fees and expenses (including attorneys' fees) for any suit, claims settlement, award, penalty, fine, defense or judgment because of damage to any person, property or right arising out of or in consequence of construction of the On-Site Water and Sewer Facilities Project. This indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act or omission (whether negligent or otherwise) of the Developer, the Authority or the County, or their agents, employees, invitees, permittees or guests. This indemnity shall not extend to acts caused by the lone, sole negligence or other act of any person or party claiming benefit of this provision.

ARTICLE V – TERM AND RELATIONSHIP; ASSIGNMENT

Section 5.1. Relationship of Parties. This Agreement shall not make the County or the Authority liable to materialmen, mechanics, laborers or others for goods or services delivered or performed by them upon the On-Site Water and Sewer Facilities. There is no contractual relation either expressed or implied between the County or the Authority and any materialmen, mechanics, laborers or any other persons supplying any work, labor or material to the On-Site Water and Sewer Facilities. In the event any liens are filed by materialmen, mechanics, laborers or others for goods or services delivered or performed by them upon the On-Site Water and Sewer Facilities prior to transfer of ownership to the County, such liens shall be discharged by the Developer. This Agreement shall not create the relationship between the County or the Authority and the Developer of a partnership or joint venture, and the Developer shall not be construed to be an agent of the County or the Authority. Neither the Authority nor the County shall be liable for costs, expenses or liabilities of the Developer in developing or constructing any improvements, except as provided for in this Agreement.

Section 5.2. Transfer and Assignment. Neither party has the right to assign this Agreement or any part thereof without the written consent of the other party, and any assignment shall not relieve the assigning party of its obligations hereunder.

Section 5.3. Term. This Agreement shall terminate at the earlier of (a) forty (40) years from the date of acceptance of the Off-Site Water and Sewer Facilities by the County, or (b) when the Authority has paid the Bonds and the Developer Investment Amount in full; provided however, that thereafter the Off-Site Sewer Facilities and the On-Site Water and Sewer Facilities constructed and installed hereunder shall be and remain a part of the County's public water and sewer systems; provided further that in no event shall any provision of this Agreement be effective beyond a term of fifty (50) years from its date. This Agreement further is terminable by the Authority if a Project Deficiency has occurred and is continuing and the Bonds have not been paid in full. The Intergovernmental Contract shall provide that within the term of the Intergovernmental Contract the development on the Property completed thereafter shall also be served by the County's public water and sewer systems so long as the related On-Site Water and Sewer Facilities are installed at no cost to the County, the design capacity set forth in Section 3.2 is not thereby exceeded, and the Bonds have been paid in full without the occurrence of a Project Deficiency by the Developer with respect to its obligations under Article IV of this Agreement.

ARTICLE VI – NOTICES AND GENERAL PROVISIONS

Section 6.1. Notices. All notices given pursuant to this Agreement shall be sent to the following addresses via certified mail or personal delivery:

As to the Authority: Harris County Public Improvements Authority
c/o Harris County, Georgia
P. O. Box 365
Hamilton, Georgia 31811

With a copy to: Harris County Attorney
John M. Taylor
Lewis, Taylor & Todd, P.C.
P. O. Box 1027
LaGrange, Georgia 30241

As to the Developer: Mulberry Grove Development, LLC
c/o George C. Woodruff Co.
2900 Warm Springs Road
Columbus, Georgia 31904

Section 6.2. General Provisions. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

Section 6.3. Benefit of Parties. This Agreement is solely for the benefit of the parties hereto and the County, and creates no rights, benefits or causes of action for any other individual or entity.

Section 6.4. Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, inducement or promises, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by both parties hereto. If any of the terms of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto.

Section 6.5. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia. Venue shall be in Harris County, Georgia.

Section 6.6. Execution. This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.7. Delays and Waivers. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any such rights

may be exercised from time to time as often as deemed expedient. Any waiver of rights shall be in writing and signed by the party granting the waiver.

Section 6.8. Approvals. Whenever a party is required to approve something or something is subject to a party's approval or permission, unless otherwise expressly provided herein, the approval/permission will not be unreasonably withheld, delayed or conditioned, and a party proposing to withhold, delay or condition approval/permission shall promptly advise the other party in writing of the basis for the proposed action and afford the requesting party an opportunity to revise the request to the extent the basis for the withholding, delaying or conditioning is reasonable.

Section 6.9. Time. Time is of the essence of each and every provision of this Agreement.

Section 6.10. Nature of Obligations Hereunder. The Authority's obligations hereunder are subject to and limited by the performance by Columbus Water Works of any obligations it may have to the County under the Columbus Contract which is incorporated herein and made a part hereof. The Intergovernmental Contract shall contain a similar provision concerning the nature of the County's obligations under the Intergovernmental Contract.

(Executions on following page)

IN WITNESS WHEREOF, Harris County Public Improvements Authority and Mulberry Grove Development Company, LLC have caused this Agreement to be executed by their duly authorized officers and/or their authorized representatives and have caused their representative seals to be hereunto impressed and attested on the date and year first above written.

MULBERRY GROVE DEVELOPMENT COMPANY, LLC,

a Georgia limited liability company

By: GCW Partnership Holdings, LLC,

a Georgia limited liability company

Its Manager

By: George C. Woodruff Co.,

a Georgia corporation

Its Sole Member


Jason Bradley Morgan

Title: Its Executive Vice President

Attest: 
Patty Kilgore

Title: Its Secretary

HARRIS COUNTY PUBLIC
IMPROVEMENTS AUTHORITY

By: _____
J. Harry Lange, Chairman

Attest: _____
Secretary

(SEAL)

IN WITNESS WHEREOF, Harris County Public Improvements Authority and Mulberry Grove Development Company, LLC have caused this Agreement to be executed by their duly authorized officers and/or their authorized representatives and have caused their representative seals to be hereunto impressed and attested on the date and year first above written.

**MULBERRY GROVE DEVELOPMENT
COMPANY, LLC**

By: _____
Title: _____

Attest: _____
Title: _____

**HARRIS COUNTY PUBLIC
IMPROVEMENTS AUTHORITY**

By: *Harry Lange*
Harry Lange, Chairman
Attest: *[Signature]*
Secretary

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1

MULBERRY GROVE LAND COMPANY, LLC PROPERTY

Tax Parcel #032-003; 032-039; 032-040; 032-042

All those lots, tracts and parcels of land situate, lying and being in Harris County, Georgia, and being a part of Land Lots 49, 50, 73, and 74, 19th Land District of said county, as more particularly described as follows:

Parcel One

Beginning at an iron pin located at the corner common to Land Lots 73, 74, 87 and 88 of said 19th Land District of Harris County, Georgia, and from said point of beginning running thence north 01 degree 13 minutes 33 seconds west and along the northerly margin of said Lot 74, for a distance of 2,673.37 feet to an iron pin; running thence south 88 degrees 44 minutes 25 seconds west, for a distance of 579.10 feet to an iron pin located on the southeasterly margin of the right of way for Georgia Highway 315; running thence north 29 degrees 09 minutes 45 seconds east and along the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 72.25 feet to a concrete right of way monument; running thence north 46 degrees 46 minutes 40 seconds east and along the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 200.07 feet to a concrete right of way monument; running thence north 43 degrees 55 minutes 10 seconds west, for a distance of 20.03 feet to a concrete right of way monument; running thence north 46 degrees 40 minutes 24 seconds east, and along the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 789.83 feet to a concrete right of way monument; running thence in a northeasterly direction along a curve to the right having a radius of 5,679.58 feet and formed by the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 369.69 feet to a concrete right of way monument; running thence along a curve to the right, having a radius of 1,859.86 feet and formed by the southeasterly margin of the right of way for Georgia Highway 315 for a distance of 1,322.27 feet to an iron pin; running thence south 86 degrees 05 minutes 13 seconds east and along the southerly right of way for Georgia Highway 315 for a distance of 55.55 feet to a concrete right of way monument; running thence north 03 degrees 54 minutes 47 seconds east for a distance of 10 feet to a concrete right of way monument; running thence south 86 degrees 05 minutes 13 seconds east, for a distance of 391.12 feet to an iron pin; running thence in a southeasterly direction along a curve to the right having a radius of 2,251.83 feet and formed by the southerly and southwesterly margin of the right of way for Fortson Road, for a distance of 230.11 feet to an iron pin; running thence south 01 degree 00 minutes 11 seconds east for a distance of 3,929.31 feet to an iron pin; running thence south 88 degrees 45 minutes 36 seconds west and along the westerly margin of Land Lot 74 for a distance of 2,366.29 feet to the iron pin which marks the point of beginning of the parcel hereby conveyed.

The parcel hereby conveyed is shown as "Mulberry Grove Land Company, LLC, 213.2 acres" upon a map or plat entitled "Plat of Land Lot 8 & Part of Land Lots 7, 35, 36, 49, 50, 73 & 74, 19th District & Part of Land Lot 8, 20th District, Harris County, Georgia, prepared by Moon, Meeks, Mason & Vinson, Inc., Civil Engineers & Land Surveyors, Columbus, Georgia under date of March 9, 2007.

Parcel Two

Beginning at an iron pin located at the corner common to Land Lots 34, 35, 50 and 51 in said 19th Land District of Harris County, Georgia and from said point of beginning running thence south 89 degrees 50 minutes 09 seconds east and along the easterly margin of said Land Lot 50 for a distance of 1,081.50 feet to an iron pin located on the southwesterly margin of the right of way for Mountain Hill Road and running thence in a southeasterly direction along a curve to the left having a radius of 3,080.84 feet formed by said southwesterly margin of the right of way for Mountain Hill Road, for a distance of 552.00 feet to an iron pin; running thence south 41 degrees 25 minutes 57 seconds east and along said southwesterly margin of the right of way for Mountain Hill Road for a distance of 171.40 feet to an iron pin; running thence in a southeasterly direction along a curve to the left having a radius of 1,913.02 feet formed by said southwesterly margin of the right of way for Mountain Hill Road, for a distance of 906.95 feet to an iron pin; running thence south 68 degrees 37 minutes 12 seconds east and along the southwesterly margin of the right of way for Mountain Hill Road for a distance of 1,203.53 feet to an iron pin; running thence in a southeasterly direction along a curve to the right having a radius of 2,331.83 feet and formed by said southwesterly margin of the right of way for Mountain Hill Road, for a distance of 11.50 feet to an iron pin; running thence in a southeasterly direction along a curve to the right having a radius of 778.51 feet and formed by said southwesterly margin of the right of way for Mountain Hill Road for a distance of 447.58 feet to a concrete monument; running thence south 15 degrees 22 minutes 24 seconds west for a distance of 40.62 feet to a concrete monument; running thence in a southwesterly direction along a curve to the left having a radius of 1,959.86 feet formed by the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 344.72 feet to an iron pin; running thence in a southwesterly direction along a curve to the left having a radius of 5,779.58 feet and formed by the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 381.86 feet to a concrete monument; running thence south 46 degrees 40 minutes 24 seconds west along the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 789.83 feet to a concrete right of way monument; running thence north 43 degrees 11 minutes 49 seconds west for a distance of 19.95 feet to a concrete right of way monument; running thence south 46 degrees 43 minutes 34 seconds west along the northwesterly margin of the right of way for Georgia Highway 315, for a distance of 200.15 feet to a concrete right of way monument; running thence south 50 degrees 52 minutes 52 seconds west and along the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 136.64 feet to a concrete right of way monument; running thence south 60 degrees 26 minutes 39 seconds west along the northwesterly margin of the right of way for Georgia Highway 315 for a distance of 154.70 feet to a concrete right of way monument; running thence north 56 degrees 47 minutes 39 seconds west for a distance 354.81 feet to a concrete monument; running thence south 88 degrees 25 minutes 02 seconds west for a distance of 436.65 feet to an iron pin located on the right of way for Interstate Highway 185; running thence in a northwesterly direction along a curve to the left, having a radius of 1,295.89 feet and

formed by the northeasterly margin of the right of way for Interstate Highway 185 for a distance of 150.95 feet to a concrete right of way monument; running thence north 60 degrees 04 minutes 12 seconds west along the northeasterly margin of the right of way for Interstate Highway 185 for a distance of 531.72 feet to a concrete right of way monument; running thence in a northwesterly direction along a curve to the right having a radius of 995.94 feet and formed by the northeasterly margin of the right of way for Interstate Highway 185 for a distance of 384.68 feet to a concrete right of way monument; running thence north 36 degrees 27 minutes 49 seconds west along said northeasterly margin of the right of way for Interstate Highway 185, for a distance of 622.49 feet to a concrete right of way monument; running thence in a northwesterly direction along a curve having a radius of 7,388.81 feet and formed by the northeasterly margin of the right of way for Interstate Highway 185 for a distance of 270.27 feet to an iron pin; running thence north 01 degree 12 minutes 16 seconds west for a distance of 1,609.66 feet to the iron pin which marks the point of beginning of the parcel hereby conveyed.

The parcel hereby conveyed is shown as "Mulberry Grove Land Company, LLC, 151.3 acres" upon a map or plat entitled "Plat of Land Lot 8 & Part of Land Lots 7, 35, 36, 49, 50, 73 & 74, 19th District & Part of Land Lot 8, 20th District, Harris County, Georgia, prepared by Moon, Meeks, Mason & Vinson, Inc., Civil Engineers & Land Surveyors, Columbus, Georgia under date of March 9, 2007.

The parcels hereby conveyed are the same properties acquired under the following conveyances:

- (1) Warranty Deed from Mary Watkins a/k/a Mary Munn Watkins to Grove Investment Company, a partnership, dated May 30, 1980 and recorded in Deed Book 101, Page 309, in the Offices of the Clerk of Superior Court of Harris County, Georgia;
- (2) Warranty Deed from Bobby Walton White, et. al. to Grove Investment Company, dated December 27, 1984 and recorded in Deed Book 129, Page 139 in the Offices of the aforementioned Clerk, and Administrator's Deed from Jesse Binns White, Jr., as Administrator of the Estate of Jesse Binns White, Sr., to Grove Investment Company, dated December 27, 1984 and recorded in Deed Book 129, Page 132, in the Offices of the aforementioned Clerk;
- (3) Warranty Deed from Keith T. Lucas and Susan H. Lucas to Grove Investment Company, a Georgia general partnership, dated June 23, 1997 and recorded in Deed Book 356, Page 367, in the Offices of the aforementioned Clerk; and
- (4) Warranty Deed from William B. Turner to Mulberry Grove Land Company, LLC, a Georgia limited liability company, dated November 24, 2003 and recorded in Deed Book 703, Page 503, et. seq., in the offices of the aforementioned Clerk.

This conveyance is made subject to all valid easements of record.

ALSO, Grantor does hereby quitclaim and convey to Grantee, without warranty, those portions of the property formerly in the right-of-way for Mountain Hill Road and State Route 315 which were conveyed to Grove Investment Company in the following Quitclaim Deeds:

- (1) Quitclaim Deed from The Department of Transportation to Grove Investment Company dated November 18, 1999 and recorded in Deed Book 462, Page 57, in the offices of the aforementioned Clerk; and
- (2) Quitclaim Deed from Harris County, Georgia to Grove Investment Company dated June 20, 2000 and recorded in Deed Book 462, Page 61, in the offices of the aforementioned Clerk.

TRACT 2
MULBERRY GROVE PROPERTY

737.3 acres, more or less, in Land Lots 7, 8, 35, 36, 49, 50, 19th District, and Land Lot 8, 20th District, Harris County, Georgia, within the following metes and bounds:

1. THE POINT OF BEGINNING is the concrete monument at the southeast terminus of the mitered intersection of the northwest margin of Georgia Highway 315 and the northeast margin of Mountain Hill Road in Land Lot 49;
2. Run N71°02'42"W along the mitered intersection 44.26' to the northwest terminus of the intersection;
3. Run northwesterly and counterclockwise along the curving northeast margin of Mountain Hill Road (radius 858.51') an arc distance of 295.60' to an iron stake;
4. Continue northwesterly and counterclockwise along the curving northeast margin of Mountain Hill Road (radius 858.51') an arc distance of 215.0' to an iron stake;
5. Continue northwesterly and counterclockwise along the curving northeast margin of Mountain Hill Road (radius 2251.83') an arc distance of 10.13' to an iron stake;
6. Continue N68°37'12"W along the northeast margin of Mountain Hill Road 424.80' to an iron stake on the west line of Land Lot 49;
7. Leaving the northeast margin of Mountain Hill Road run N01°12'33"W along the west line of Land Lot 49, 1,333.59' to an iron stake at the northwest corner of Land Lot 49;
8. Run S88°35'06"W along the south line of Land Lot 35 1485.60' to an iron stake;
9. Continue N89°48'35"W along the south line of Land Lot 35, 323.01' to an iron stake on the northeast margin of Mountain Hill Road;

10. Run northwesterly and clockwise along the curving northeast margin of Mountain Hill Road (radius 3,160.57') an arc distance of 270.92' to an iron stake;
11. Run N26°56'31"W along the northeast margin of Mountain Hill Road 423.23' to an iron stake;
12. Continue northwesterly and counterclockwise along the curving northeast margin of Mountain Hill Road (radius 1157.25') an arc distance of 706.31' to an iron stake;
13. Continue N61°54'42"W along the northeast margin of Mountain Hill Road 443.54' to an iron stake on the west line of Land Lot 35;
14. Run N01°11'53"W along the west line of Land Lot 35 1682.27' to the northwest corner of Land Lot 35;
15. Run N00°58'01"W along the west line of Land Lot 8, 19th Land District, 2936.49' to an iron stake at the northwest corner of Land Lot 8;
16. Run N88°49'22"E along the north line of Land Lot 8, 19th Land District, 29.28' to an iron stake at the southwest corner of Land Lot 8, 20th District;
17. Run N00°50'45"W along the west line of Land Lot 8, 20th District, 659.84' to an iron stake;
18. Leaving the west line of Land Lot 8, 20th Land District, run N89°15'51"E 3304.62' to an iron stake on the east line of Land Lot 8, 20th District;
19. Run S01°09'10"E along the east line of Land Lot 8, 20th District, 670.82' to an iron stake at the southeast corner of Land Lot 8, 20th District;
20. Run S87°33'42"W along the south line of Land Lot 8, 20th Land District, 341.83' to an iron stake at the northeast corner of Land Lot 8, 19th Land District;
21. Run S00°55'07"E along the east line of Land Lot 8, 19th Land District, 432.80';
22. Run N89°59'23"E along the north line of Land Lot 7, 19th Land District, 1965.04' to an iron stake;
23. Leaving the north line of Land Lot 7, run S00°42'17"E, 1271.47' to an iron stake;
24. Run S00°22'42"E, 393.42' to an iron stake;
25. Run N87°33'03"E, 340.71' to an iron stake on the west margin of Grantham Drive;
26. Run S01°27'55"E along the south margin of Grantham Drive, 260.0' to an iron stake;
27. Leaving the south margin of Grantham Drive, run S88°30'23"W, 343.0' to an iron stake;
28. Run S00°30'27"E, 414.71' to an iron stake on the south line of Land Lot 7;

29. Run N88°58'55"E along the south line of Land Lot 7, 501.05' to an iron stake at the northeast corner of Land Lot 36;
30. Run S00°52'06"W along the east line of Land Lot 36, 2330.19' to an iron stake;
31. Leaving the east line of Land Lot 36, run N89°07'54"W, 1510.0' to an iron stake;
32. Run S06°05'07"E, passing into Land Lot 49, 910.0' to an iron stake;
33. Run S43°41'35"E, 821.95' to an iron stake;
34. Run S10°41'02"W, 1068.22' to an iron stake on the north margin of Georgia Highway 315;
35. Run southwesterly and counterclockwise along the curving north margin of Georgia Highway 315 (radius 1959.86') an arc distance of 473.88' to the concrete monument at the POINT OF BEGINNING.

The above legal description was taken from the Survey by Moon, Meeks, Mason & Vinson, Inc. dated 9 March 2007 described as "Plat of Land Lot 8 & Part of Land Lots 7, 35, 36, 49, 50, 73 & 74, 19th District & Part of Land Lot 8, 20th District, Harris County, Georgia.

The Property is subject to the Settlement Agreement Between U. S. Army Corps of Engineers Savannah District and The George C. Woodruff Co. last signed June 9, 2008.

APPENDIX I:
HARRIS COUNTY SERVICE DELIVERY STRATEGY



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HARRIS

Service:PUBLIC WATER

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:)
- ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **HARRIS COUNTY, HAMILTON, PINE MOUNTAIN, SHILOH, WAVERLY HALL, WEST POINT**
- ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- ☐ **Yes** (if "Yes," you must attach additional documentation as described, below)
- ☒ **No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
HARRIS COUNTY	Enterprise Fund
HAMILTON	GF and Fees
PINE MOUNTAIN	Enterprise Fund and Fees
SHILOH	GF and Fees
WAVERLY HALL	GF and Fees
WEST POINT	GF and Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change			
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5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
1		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None			
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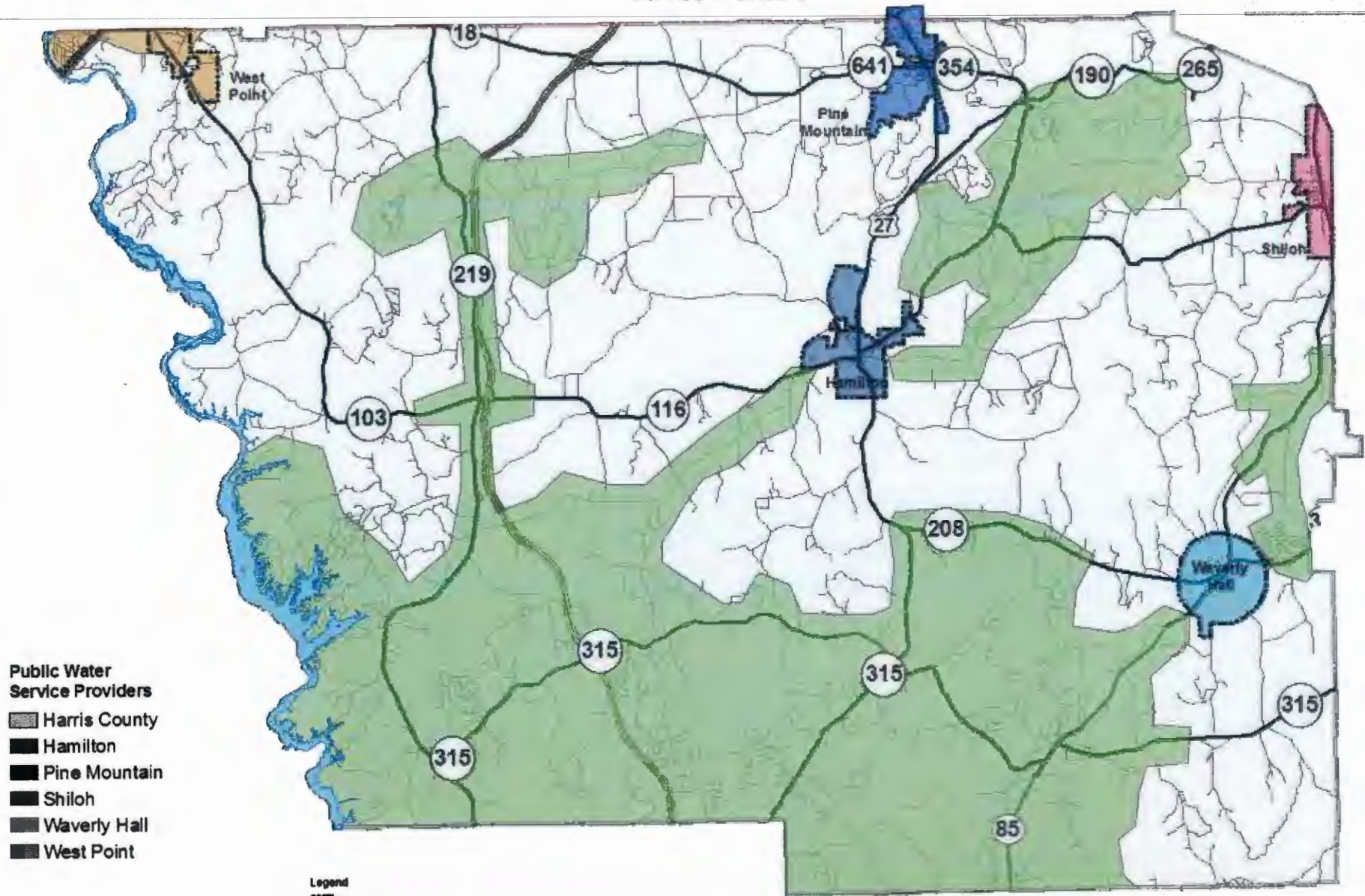
7. Person completing form: **NANCY D. McMICHAEL, COUNTY CLERK**
 Phone number: **706-628-4958** Date completed: January 20, 2010

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

Harris County, Georgia

Public Water Service Providers





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section III. Use exactly the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HARRIS

Service:PUBLIC SEWER

1. Check the box that best describes the agreed upon delivery arrangement for this service:

☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:

☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **HARRIS COUNTY, HAMILTON, PINE MOUNTAIN, WEST POINT**

☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
HARRIS COUNTY	Fees (proposed)
HAMILTON	GF and Fees
PINE MOUNTAIN	Enterprise Fund and Fees
WEST POINT	GF and Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
1		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

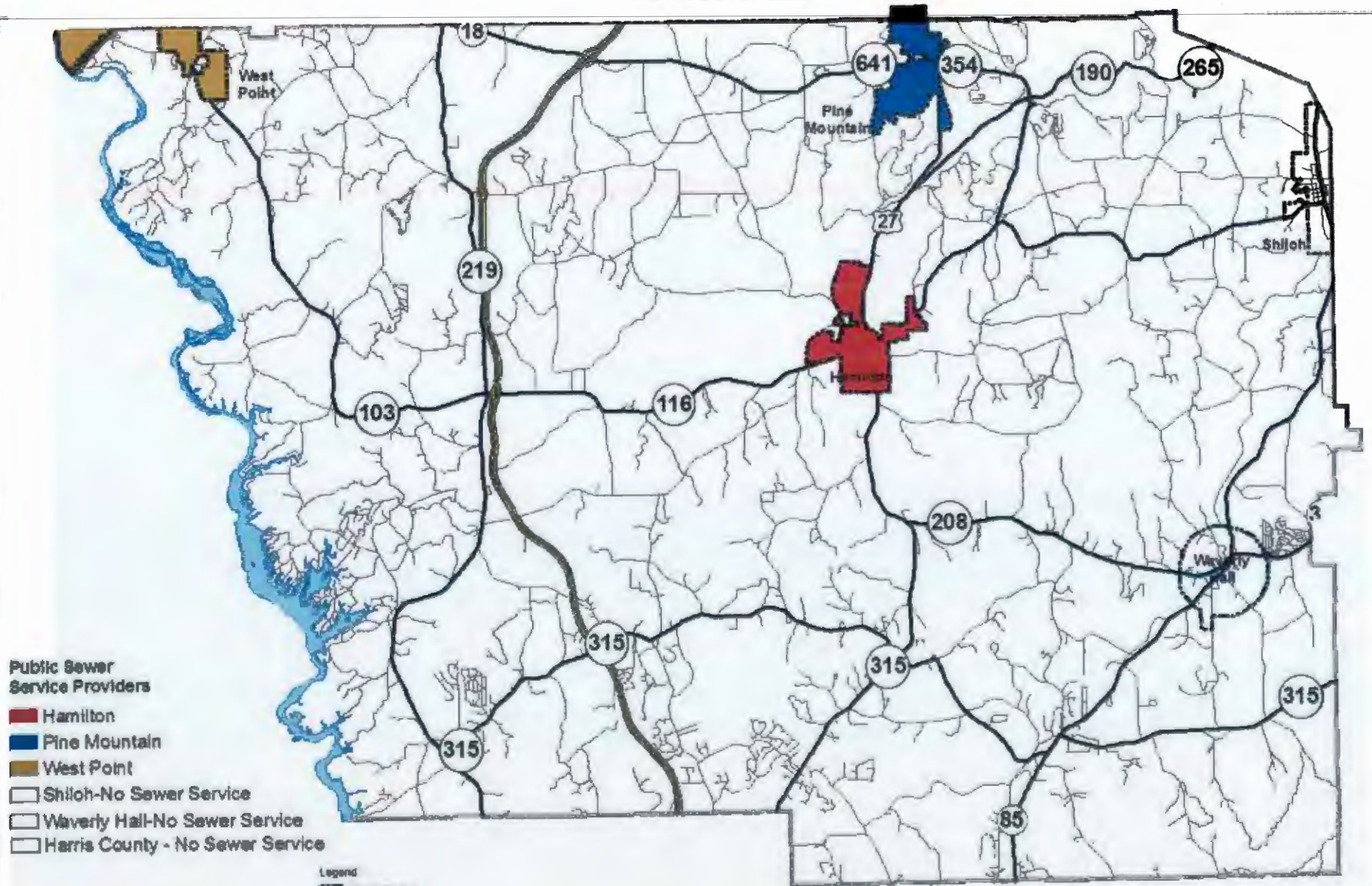
7. Person completing form: **NANCY D. McMICHAEL, COUNTY CLERK**
 Phone number: **706-628-4958** Date completed: January 20, 2010

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

Harris County, Georgia

Public Sewer Service Providers





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:HARRIS

Service:Public Water

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) ☒ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Harris County, City of Hamilton, Town of Pine Mountain, City of Shiloh, Town of Waverly Hall, City of West Point.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Harris County	Enterprise Fund
Hamilton	GF and Fees
Pine Mountain	Enterprise Fund and Fees
Shiloh	GF and Fees
Waverly Hall	GF and Fees
West Point	GF and Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

On March 20, 2018, the Harris County Commissioners approved allowing the City of Shiloh to provide water service outside its city limits only for the citizens on Deloach Road, as shown on the attached maps and are in an area that is not provided water service by the County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Provide Details Here

7. Person completing form: **Nancy McMichael**

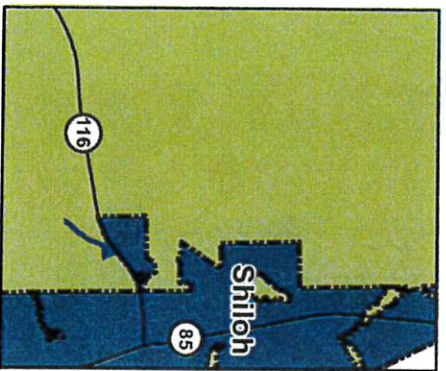
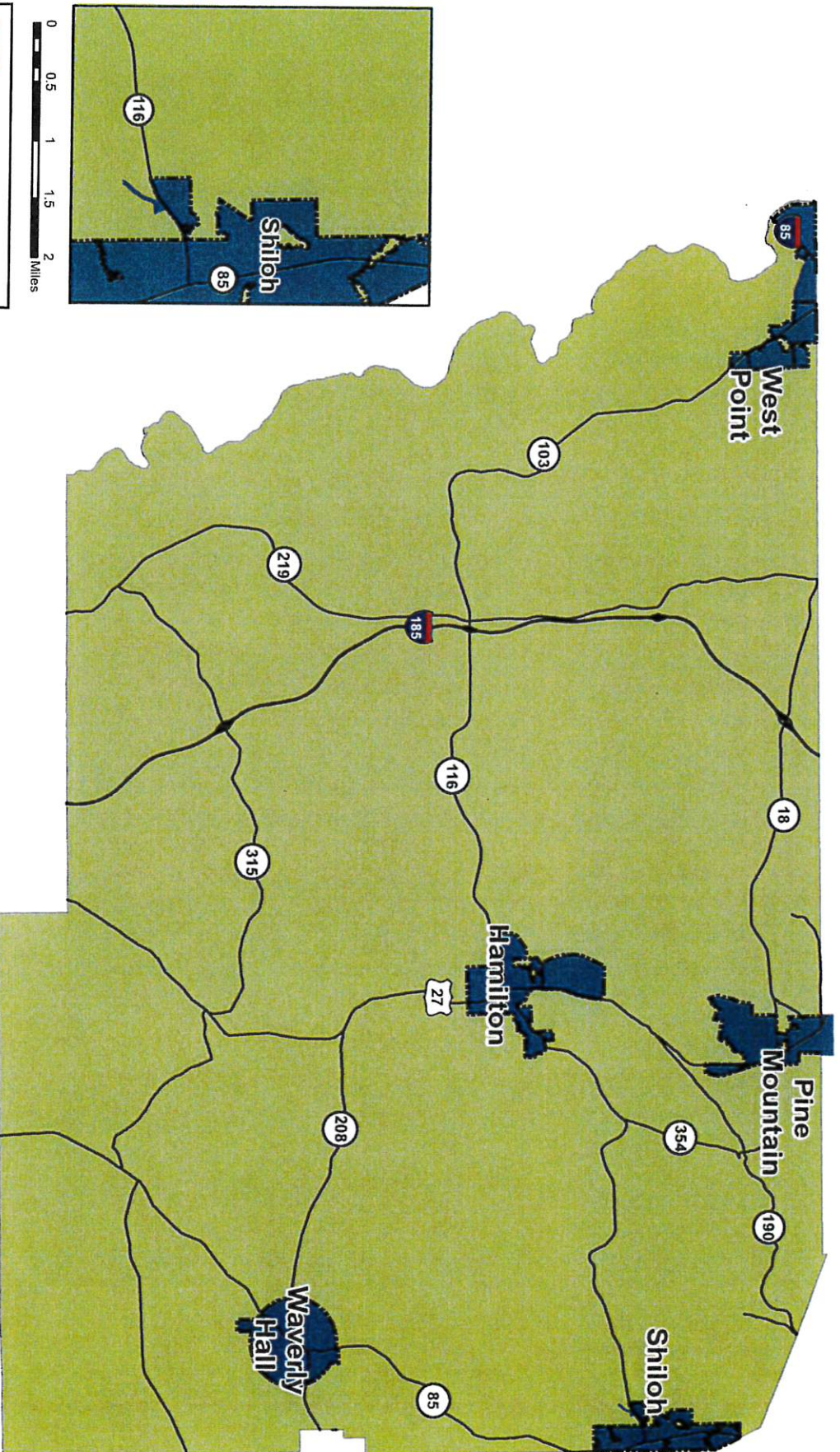
Phone number: **706-628-4958** Date completed: June 8, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

TYPE CONTACT NAME, TITLE & PHONE HERE

Harris County Water Service Areas



APPENDIX J:
HARRIS COUNTY FEE SCHEDULE



Harris County Water Works
11505 SR 315
Cataula, Georgia 31804
(706) 324-1175

Fee Schedule

Item	Fee
One-Time Water Installation Tap Fees	
¾ inch Meter	\$1,300 includes meter installation by county
1 inch Meter	\$1,550 includes meter installation by county
Over 1 inch Meter	\$750 per dwelling or commercial unit does not include meter installation by county
Irrigation Meter	Same as above without the sewer usage charge
Monthly Water Usage Rates	
Residential	Minimum: \$13.60 for 0-1,000 gallons Over Minimum: \$5.96 per 1,000 gallons
Commercial	Minimum: \$32.52 for 0-1,000 gallons Over Minimum: \$6.52 per 1,000 gallons
Industrial	Minimum: None Over Minimum: \$4.62 per 1,000 gallons
Monthly Water Usage Rate (Sky Meadow Subdivision & Airport)	
Residential	\$15.84 per 1,000 gallons
One-Time Sewer Installation Tap Fees (Mulberry Grove Development)	
Single-Family Residence	\$4,000
Multi-Family Residence	\$1,000/dwelling unit
Commercial and all Other Uses	\$10,000/acre or \$3,000 per door whichever is greater
Office, School Uses	\$7,500 per acre
Monthly Sewer Usage Rates (Mulberry Grove Development)	
Residential	\$7.66 per 1,000 gallons of water used (will change as CWW changes their rates)
Commercial	\$7.66 per 1,000 gallons of water used (will change as CWW changes their rates)
Other Charges	
Deposit	\$50 If locked for non-payment, deposit increases to \$100
Water Reconnect Service Charge During Business Hours	\$25
Water Reconnect Service Charge After Business Hours	\$50
Late Fee	10% of Account Balance
Credit Card Convenience Fee	\$3 minimum fee for the first \$100 or 3% of the total if over \$100.
Return Check Fee	\$30 or 5% of total amount whichever is greater
<i>Water bills are mailed in two cycles each month and due by the 20th and 30th.</i>	

Board approved on: June 21, 2022

Effective Date: July 1, 2022



Harris County Water Works
11505 SR 315
Cataula, Georgia 31804
(706) 324-1175

Fee Schedule

Item	Fee
One-Time Water Installation Tap Fees	
¾ inch Meter	\$1,300 includes meter installation by county
1 inch Meter	\$1,550 includes meter installation by county
Over 1 inch Meter	\$750 per dwelling or commercial unit does not include meter installation by county
Irrigation Meter	Same as above without the sewer usage charge
Monthly Water Usage Rates	
Residential	Minimum: \$13.60 for 0-1,000 gallons Over Minimum: \$5.42 per 1,000 gallons
Commercial	Minimum: \$32.52 for 0-1,000 gallons Over Minimum: \$5.93 per 1,000 gallons
Industrial	Minimum: None Over Minimum: \$4.20 per 1,000 gallons
One-Time Sewer Installation Tap Fees (Mulberry Grove Development)	
Single-Family Residence	\$4,000
Multi-Family Residence	\$1,000/dwelling unit
Commercial and all Other Uses	\$10,000/acre or \$3,000 per door whichever is greater
Office, School Uses	\$7,500 per acre
Monthly Sewer Usage Rates (Mulberry Grove Development)	
Residential	\$7.66 per 1,000 gallons of water used (will change as CWW changes their rates)
Commercial	\$7.66 per 1,000 gallons of water used (will change as CWW changes their rates)
Other Charges	
Deposit	\$50 If locked for non-payment, deposit increases to \$100
Water Reconnect Service Charge During Business Hours	\$25
Water Reconnect Service Charge After Business Hours	\$50
Late Fee	10% of Account Balance
Credit Card Convenience Fee	\$3 minimum fee for the first \$100 or 3% of the total if over \$100.
Return Check Fee	\$30 or 5% of total amount whichever is greater
<i>Water bills are mailed in two cycles each month and due by the 20th and 30th.</i>	

Board approved on: June 16,2020

Effective Date: Jan. 1,2022



Harris County Water Works
11505 SR 315
Cataula, Georgia 31804
(706) 324-1175

Fee Schedule

Item	Fee
One-Time Water Installation Tap Fees	
¾ inch Meter	\$1,300 includes meter installation by county
1 inch Meter	\$1,550 includes meter installation by county
Over 1 inch Meter	\$750 per dwelling or commercial unit does not include meter installation by county
Irrigation Meter	Same as above without the sewer usage charge
Monthly Water Usage Rates	
Residential	Minimum: \$13.60 for 0-1,000 gallons Over Minimum: \$5.16 per 1,000 gallons
Commercial	Minimum: \$32.52 for 0-1,000 gallons Over Minimum: \$5.65 per 1,000 gallons
Industrial	Minimum: None Over Minimum: \$4.00 per 1,000 gallons
One-Time Sewer Installation Tap Fees (Mulberry Grove Development)	
Single-Family Residence	\$4,000
Multi-Family Residence	\$1,000/dwelling unit
Commercial and all Other Uses	\$10,000/acre or \$3,000 per door whichever is greater
Office, School Uses	\$7,500 per acre
Monthly Sewer Usage Rates (Mulberry Grove Development)	
Residential	\$6.92 per 1,000 gallons of water used (will change as CWW changes their rates)
Commercial	\$6.92 per 1,000 gallons of water used (will change as CWW changes their rates)
Other Charges	
Deposit	\$50 If locked for non-payment, deposit increases to \$100
Water Reconnect Service Charge During Business Hours	\$25
Water Reconnect Service Charge After Business Hours	\$50
Late Fee	10% of Account Balance
Credit Card Convenience Fee	\$3 minimum fee for the first \$100 or 3% of the total if over \$100.
Return Check Fee	\$30 or 5% of total amount whichever is greater
<i>Water bills are mailed in two cycles each month and due by the 20th and 30th.</i>	

Board approved on: January 7, 2020

Effective Date: March 1, 2020



Harris County Water Works

11505 SR 315

Cataula, Georgia 31804

(706) 324-1175

Fee Schedule

Item	Fee
Water Rates	
Residential	Minimum: \$13.60 for 0-1,000 gallons Over Minimum: \$5.16 per 1,000 gallons
Commercial	Minimum: \$32.52 for 0-1,000 gallons Over Minimum: \$5.65 per 1,000 gallons
Industrial	Minimum: None Over Minimum: \$4.00 per 1,000 gallons
Other Charges	
Deposit	\$50 If locked for non-payment, deposit increases to \$100
Installation Tap Fee - standard ¾ inch meter	\$1,000
Installation Tap Fee - 1 inch meter	\$1,250
Reconnect Fee Service Charge During Business Hours	\$25
Reconnect Fee Service Charge After Business Hours	\$50
Late Fee	10% of Account Balance
Credit Card Convenience Fee	\$3 minimum fee for the first \$100 or 3% of the total if over \$100.
Return Check Fee	\$30 or 5% of total amount whichever is greater
Surcharge for those customers in the Kings Gap area	\$16.67 per month until debt is paid.
<i>Water bills are mailed in two cycles each month and due by the 20th and 30th.</i>	

Water Works Director: 

Board approved on: October 17, 2017

Effective Date: January 1, 2018

APPENDIX K:
WATER WORKS LONG TERM DEBT

WATER WORKS LONG TERM DEBT

WATERWORKS U.S. 27 IMPROVEMENTS GEFA LOAN

Facility Type	Acquisition Date	Fiscal Year Due	Principal	Interest	Total
Improvements to water system on U.S. 27 funded through a GEFA loan at 2.92%. Paid by Water Works Fund. Estimated since the project is under construction.	2023	0	0	0	0
		2025-26	119,939	92,121	212,060
		2026-27	123,488	88,572	212,060
		2027-28	127,143	84,917	212,060
		2028-29	130,905	81,155	212,060
		2029-30	134,779	77,281	212,060
		2030-31	138,768	73,292	212,060
		2031-32	142,875	69,185	212,060
		2032-33	147,103	64,957	212,060
		2033-34	151,456	60,604	212,060
		2034-35	155,939	56,121	212,060
		2035-36	160,553	51,507	212,060
		2036-37	165,305	46,755	212,060
		2037-38	170,197	41,863	212,060
		2038-39	175,234	36,826	212,060
		2039-40	180,420	31,640	212,060
		2040-41	185,759	26,301	212,060
		2041-42	191,256	20,804	212,060
		2042-43	196,916	15,144	212,060
		2043-44	202,744	9,316	212,060
		2044-45	208,744	3,316	212,060
Total			3,209,523	1,031,677	4,241,200

WATER WORKS WATER METER REPLACEMENT GEFA LOAN

Facility Type	Acquisition Date	Fiscal Year Due	Principal	Interest	Total
Replacement of 8,400+/- water meters to AMR smart meters funded through a GEFA Loan at 0.89%. Paid by Water Works Fund.	2018	2024-25	53,269	8,859	62,128
		2025-26	53,745	8,383	62,128
		2026-27	54,226	7,902	62,128
		2027-28	54,710	7,418	62,128
		2028-29	55,199	6,929	62,128
		2029-30	55,692	6,436	62,128
		2030-31	56,190	5,938	62,128
		2031-32	56,692	5,436	62,128
		2032-33	57,199	4,929	62,128
		2033-34	57,710	4,418	62,128
		2034-35	58,226	3,902	62,128
		2035-36	58,746	3,382	62,128
		2036-37	59,271	2,857	62,128
		2037-38	59,801	2,327	62,128
		2038-39	60,335	1,793	62,128
		2039-40	60,874	1,254	62,128
		2040-41	61,418	710	62,128
		2041-42	46,424	172	46,596
Total			1,019,727	83,045	1,102,772

WATER WORKS LONG TERM DEBT

WATER WORKS IMPROVEMENTS GEFA LOAN

Facility Type	Acquisition Date	Fiscal Year Due	Principal	Interest	Total
Construction of a water filter plant expansion funded through a GEFA Loan at 1.4%. Paid by Water Works Fund.	2016	2024-25	119,794	24,316	144,110
		2025-26	121,482	22,628	144,110
		2026-27	123,194	20,916	144,110
		2027-28	124,929	19,181	144,110
		2028-29	126,690	17,420	144,110
		2029-30	128,475	15,635	144,110
		2030-31	130,285	13,825	144,110
		2031-32	132,121	11,989	144,110
		2032-33	133,982	10,128	144,110
		2033-34	135,870	8,240	144,110
		2034-35	137,785	6,325	144,110
		2035-36	139,726	4,384	144,110
		2036-37	141,695	2,415	144,110
		2037-38	95,569	503	96,071
Total			1,791,597	177,905	1,969,501

WATER WORKS IMROVEMENTS

Facility Type	Acquisition Date	Fiscal Year Due	Principal	Interest	Total
Improvements to water system. 2.46%. Paid by a transfer from the Water Works Fund to the Public Improvements Authority Fund.	2012	2024-25	565,000	54,367	619,367
		2025-26	580,000	39,764	619,764
		2026-27	595,000	24,415	619,415
		2027-28	615,000	8,303	623,303
Total			2,355,000	126,849	2,481,849

TOTAL DEBT PAYMENTS FOR FY 2024-25

Principal	Interest	Total
738,063	87,542	825,605

TOTAL DEBT OUTSTANDING

Principal	Interest	Total
8,375,847	1,419,476	9,795,323