

PUTNAM COUNTY BOARD OF COMMISSIONERS

1



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, November 7, 2025 ♦ 10:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Pastor Tim Oliver, Lakeside Baptist Church
4. Pledge of Allegiance (JW)

Regular Business Meeting

5. Public Comments
6. Consent Agenda
 - a. Approval of Minutes - October 21, 2025 Regular Business Meeting (staff-CC)
 - b. Approval of Minutes - October 22, 2025 Work Session (staff-CC)
 - c. Approval of 2025 Alcohol License (staff-CC)
7. Discussion and possible action on holding the Smithsonian Voices and Votes: Democracy in America Exhibition in BOC Room 203 (staff-CM)
8. Authorization for Chairman to sign the Final Plat for Phase One of the Publix Development (staff-CM and P&D)
9. Report from the Jimmy Davis Park Partnership Advisory Committee and possible action
10. Approval of FY 2025 Budget Amendment #2 (staff-Finance)
11. Appointments to the Lake Oconee Area Development Authority (staff-CC)
12. Authorization for Chairman to sign a Resolution to Request Local Legislation to Amend the Local Act Creating the Board of Commissioners for Putnam County to Establish the Procedure for Vacancies in Office ("Gary McElhenney Resolution") (staff-CM)
13. Discussion and possible action to place up to a six month moratorium on Data Centers (SH)
14. Discussion and possible action to formalize an optional response by board members to public comment (RG)
15. Discussion and possible action to restrict the current Putnam County moratorium on all new rezoning applications to north of Highway 16 (RG)
16. Discussion and possible action to schedule a Town Hall meeting to allow for public comment to inform the BOC's ongoing "Development" discussions. Proposed Date: Thursday December 4th at 6 p.m. (RG)

Reports/Announcements

17. County Manager Report
18. County Attorney Report
19. Commissioner Announcements

Closing

20. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

File Attachments for Item:

1. Welcome - Call to Order

PUTNAM COUNTY BOARD OF COMMISSIONERS



Office of the County Clerk
117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)
lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

BOC Meeting Date: 11-7-2025

Change #: 1

Date of Change: 11-6-2025

Change:

Revised information was added for agenda item #8
“Authorization for Chairman to sign the Final Plat for
Phase One of the Publix Development (staff-CM and
P&D)”.

File Attachments for Item:

6. Consent Agenda

- a. Approval of Minutes - October 21, 2025 Regular Business Meeting (staff-CC)
- b. Approval of Minutes - October 22, 2025 Work Session (staff-CC)
- c. Approval of 2025 Alcohol License (staff-CC)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, October 21, 2025 ♦ 6:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, October 21, 2025 at approximately 6:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Bill Sharp
Commissioner Tom McElhenney
Commissioner Richard Garrett
Commissioner Steve Hersey
Commissioner Jeff Wooten

STAFF PRESENT

County Attorney Kurt Worthington
County Manager Paul Van Haute
Deputy County Clerk Mercy Fluker

STAFF ABSENT

County Clerk Lynn Butterworth

Opening

1. Welcome-Call to Order

Chairman Sharp called the meeting to order at approximately 6:00 p.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

2. Approval of Agenda

Motion to approve the agenda.

Motion made by Commissioner Garrett, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

3. Invocation

County Attorney Kurt Worthington gave the invocation.

4. Pledge of Allegiance (SH)

Commissioner Hersey led the Pledge of Allegiance.

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5. Special Presentation - Operation Green Light for Veterans 2025 Proclamation
The commissioners presented a proclamation recognizing Operation Green Light for Veterans 2025.
(Copy of proclamation made a part of the minutes on minute book page _____.)

Zoning Public Hearing

Chairman Sharp opened the Zoning Public Hearing at approximately 6:05 p.m.

6. Request by Tyler & Allie Mathis to rezone 1.0 acres at 166 Dennis Station Road from AG to R-1. [Map 060, Part of Parcel 026004 001, District 4] **APPLICANT IS REQUESTING TO WITHDRAW WITHOUT PREJUDICE** (staff-P&D)

No one signed in to speak for or against this item.

Motion to approve the request for withdrawal without prejudice for the request by Tyler & Allie Mathis to rezone 1.0 acres at 166 Dennis Station Road from AG to R-1. [Map 060, Part of Parcel 026004 001, District 4].

Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten

Voting Nay: Commissioner Hersey

Chairman Sharp closed the Zoning Public Hearing and opened the Ordinance Public Hearing at approximately 6:15 p.m.

Ordinance Public Hearing

7. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 1 (General Provisions) (staff-CA)

No one signed in to speak.

Motion to adopt the proposed changes to the Putnam County Code of Ordinances - Chapter 1 (General Provisions).

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

(Copy of changes made a part of the minutes on minute book pages _____ to _____.)

Chairman Sharp closed the Ordinance Public Hearing at approximately 6:19 p.m.

Regular Business Meeting

8. Public Comments

Mr. Bill Vargo distributed a handout to the commissioners and commented on the recent District 3 report he received in his email.

Ms. Barb Vargo commented on the upcoming development work session, the current development moratorium, and the mill rate.

Mr. Billy Webster distributed a handout to the commissioners, displayed a video and pictures of the intersection at Dennis Station Road and Twin Bridges Road, and commented on intersection improvements.

(Copy of handouts made a part of the minutes on minute book pages _____ to _____.)

9. Consent Agenda

- a. Approval of Minutes - October 3, 2025 Regular Business Meeting (staff-CC)
- b. Authorization for Chairman to sign ACCG Safety Discount Verification Form (staff-HR)

Commissioner Hersey requested to discuss each item from the consent agenda as separate items.

Motion to approve consent agenda item a (Approval of Minutes - October 3, 2025 Regular Business Meeting).

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Motion to approve consent agenda item b (Authorization for Chairman to sign ACCG Safety Discount Verification Form).

Motion made by Commissioner Garrett, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

(Copy of form made a part of the minutes on minute book page _____.)

10. Discussion of how the Rollback Rate for FY26 went from 5.692 mills to 6.001 mills (SH)
The commissioners discussed the 2025 tax millage rate, including comments about the delay in setting the millage rate, the difference from the preliminary calculations, and school board and city taxes.

County Manager Van Haute read an email from Tax Commissioner Terrell Abernathy in response to Commissioner Hersey’s concerns.

No action taken.

Reports/Announcements

11. County Manager Report

County Manager Van Haute reported that the City of Eatonton was chosen as the first stop for the 2026 Smithsonian Institution Traveling Exhibition at the Georgia Writers Museum to celebrate the 250th Anniversary of the United States of America. They are unable to accommodate the exhibition so they are coming to speak before the board at the November 7, 2025 meeting to request using the large BOC public hearing room. This would tie up the room in April and May 2026.

12. County Attorney Report

No report.

13. Commissioner Announcements

Commissioner McElhenney: announced he is meeting with Public Works Director Frazier this Thursday to get a list of roads together for repairs

Commissioner Garrett: reminded everyone that early voting is going on in the city and the county, and encouraged everyone to attend the Butler Baker Alumni Committee’s OctoberFest this Saturday from 11am-6pm on Alice Walker Drive

Commissioner Hersey: commented “how bout them dawgs”

Commissioner Wooten: expressed appreciation for all of the county employees and commented that we live in a good place and need to manage our growth

Chairman Sharp: asked everyone to pray for County Clerk Butterworth

Closing

14. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Meeting adjourned at approximately 7:17 p.m.

ATTEST:

Mercy Fluker
DeputyCounty Clerk

B. W. “Bill” Sharp
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Work Session Minutes

Wednesday, October 22, 2025 ♦ 10:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met for a Work Session on Wednesday, October 22, 2025 at approximately 10:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Bill Sharp
Commissioner Tom McElhenney
Commissioner Richard Garrett
Commissioner Steve Hersey
Commissioner Jeff Wooten

STAFF PRESENT

County Attorney Adam Nelson
County Manager Paul Van Haute
Planning and Development Director Lisa Jackson
Planning and Development Assistant Director Courtney Andrews
Deputy County Clerk Mercy Fluker

STAFF ABSENT

County Clerk Lynn Butterworth

Opening

1. Call to Order

Chairman Sharp called the Work Session to order at approximately 10:00 a.m. and reminded everyone that the meeting will end at approximately 12:00 p.m.

(Copy of agenda made a part of the minutes on minute book page _____.)

2. Pledge of Allegiance (SH)

Commissioner Hersey led the Pledge of Allegiance.

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Work Session

3. Development Processes in Putnam County

Chairman Sharp explained the purpose of the meeting with the reminder that there will be no audience participation, and reminded the commissioners of the development class that will be held here on November 12th taught by the Carl Vinson Institute of Government.

Chairman Sharp began the Work Session by asking each commissioner to voice their concerns for their district and what they are looking to accomplish today. The commissioners commented on topics including growth, density, design standards, housing shortages, community, residential and commercial entities, and infrastructure.

County Attorney Nelson, Planning and Development Director Jackson and Assistant Director Andrews, and the commissioners discussed several development issues including: options for commercial crossroads, site plans for all rezonings, PUD ordinances, increased development requirements for infrastructure and water systems, increased/new uses such as solar farms, data centers, and battery storage facilities, time limits on preliminary plats, and build-to-rent ordinances. The commissioners and staff discussed the possibility of holding a town-hall meeting with local developers and the public to receive their input as well.

County Attorney Nelson agreed to work on some of the smaller changes discussed today and wait for further direction at the next Work Session.

No action was taken.

4. Next Development Work Session - Tuesday, November 18, 2025 - 3:00-5:00 PM

Chairman Sharp reminded everyone of the next development Work Session.

Closing

5. Adjournment

Motion to adjourn the Work Session.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Work Session adjourned at approximately 12:08 p.m.

ATTEST:

Mercy Fluker
Deputy County Clerk

B. W. “Bill” Sharp
Chairman

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Approval of 2025 Alcohol Licenses

The following alcohol license applications (which are available for review in the County Clerk’s office) have been approved by the Sheriff, Fire Marshal and/or Building Inspector, and Tax Commissioner and are ready for BOC approval:

Individual Name	Business Name	Address	License Type
Renee Bettina von Ruexleben	Lake Oconee Equestrian Center, LLC	300 Copelan Farm Road Eatonton, GA 31024	NEW Beer/Wine/Liquor Pouring

File Attachments for Item:

7. Discussion and possible action on holding the Smithsonian Voices and Votes: Democracy in America Exhibition in BOC Room 203 (staff-CM)

Voices and Votes: Democracy in America



March on Washington for Jobs and Freedom, August 28, 1963. Courtesy of National Archives

Smithsonian Institution
coming to Eatonton
April 20 – May 31, 2026

When American revolutionaries waged a war for independence they took a leap of faith that sent ripple effects across generations. They embraced a radical idea of establishing a government that entrusted the power of the nation not in a monarchy, but in its citizens.

That great leap sparked questions that continue to impact Americans: who has the right to vote, what are the freedoms and responsibilities of citizens, and whose voices will be heard? *Voices and Votes: Democracy in America* will be a springboard for discussions about those very questions and how they are reflected in local stories.

***Voices and Votes* is based on a major exhibition currently on display at the Smithsonian's National Museum of American History.**

This Museum on Main Street adaptation will have many of the same dynamic features: historical and contemporary photos; educational and archival video; engaging multimedia interactives with short games and additional footage, photos, and information; and historical objects like campaign souvenirs, voter memorabilia, and protest material.

From the revolution and suffrage, to civil rights and casting ballots, everyone in every community is part of this ever-evolving story – **the story of democracy in America.**

PARTNERS

- | | |
|----------|---------------------------------------|
| National | • Smithsonian Institution |
| State | • Georgia Humanities |
| Local | • Georgia Writers Museum |
| | • Old School History Museum |
| | • The Plaza Arts Center |
| | • Butler-Baker Alumni Association |
| | • The Artisans Village / Guild |
| | • Rock Eagle |
| | • Eatonton-Putnam County Library |
| | • Putnam County Charter School System |

COMMUNITY BUILDING

- Local stories & artifacts augment the SI exhibit.
- Encourages meaningful conversations.
- Creates a sense of belonging to the community.

ECONOMIC DEVELOPMENT

- FIRST of 7 sites to receive the exhibit.
- Host of state-wide Opening Reception.
- 1 of 2 closest sites to metro-Atlanta.
- \$8,000 received in support of public programs.
- Regional tourist attraction

LOGISTICS

- April 20 - Exhibit Delivery & Installation
- Atrium & Trophy Case - SI Exhibit and Local Exhibit
- 4 (former) Classrooms - Educational Space for Field Trips
- Cafeteria - possible Reception Venue
- May 31 - Exhibit Closes
- June 1 - Exhibit Pick-Up
- Insurance - Smithsonian and Georgia Writers Museum

Voices and Votes: Democracy in America is part of Museum on Main Street, a collaboration between the Smithsonian Institution and Georgia Humanities. Support for Museum on Main Street has been provided by the United States Congress.



Smithsonian

File Attachments for Item:

8. Authorization for Chairman to sign the Final Plat for Phase One of the Publix Development (staff-CM and P&D)

WATER SYSTEM CERTIFICATION:

I HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR THE PROPOSED WATER SYSTEM MEETS THE INSTALLATION REQUIREMENTS OF EPSWA AND GEORGIA ENVIRONMENTAL PROTECTION DIVISION'S MINIMUM STANDARDS FOR DRINKING WATER IN THE STATE OF GEORGIA. NOTE: DEVELOPMENT IS OUTSIDE OF EPSWA COVERAGE AREA.

WATER PROVIDER _____ DATE _____

INFRASTRUCTURE CERTIFICATION, PUBLIC WORKS:

I HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR ALL PROPOSED ROADS MEET THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.

PUBLIC WORKS DIRECTOR _____ DATE _____

SANITARIAN CERTIFICATION:

I HEREBY CERTIFY THAT THE PROPOSED SANITARY SEWER SYSTEM OF THIS SUBDIVISION MEETS THE REQUIREMENTS OF PUTNAM COUNTY AND GEORGIA ENVIRONMENTAL PROTECTION DIVISION.

SANITARIAN _____ DATE _____

ZONING CONDITIONS: (PUTNAM COUNTY)

C-1 (COMMERCIAL DISTRICT) - PART OF PARCEL 103 015002 STATE HIGHWAY / MAIN ARTERIAL ROAD SETBACK: 50' FRONT YARD SETBACK: 30' SIDE YARD SETBACK: 15' REAR YARD SETBACK: 20'

OWNER / DEVELOPER:

LAKE COUNTRY VILLAGE, LLC
5110 PEACHTREE ROAD, BUILDING 100, SUITE 120
CHAMBLEE, GA 30341
CONTACT: ADAM SHAIFER
ASHAIFER@PIEDMONTWATER.COM
404.224.3629

REZONE CONDITIONS:

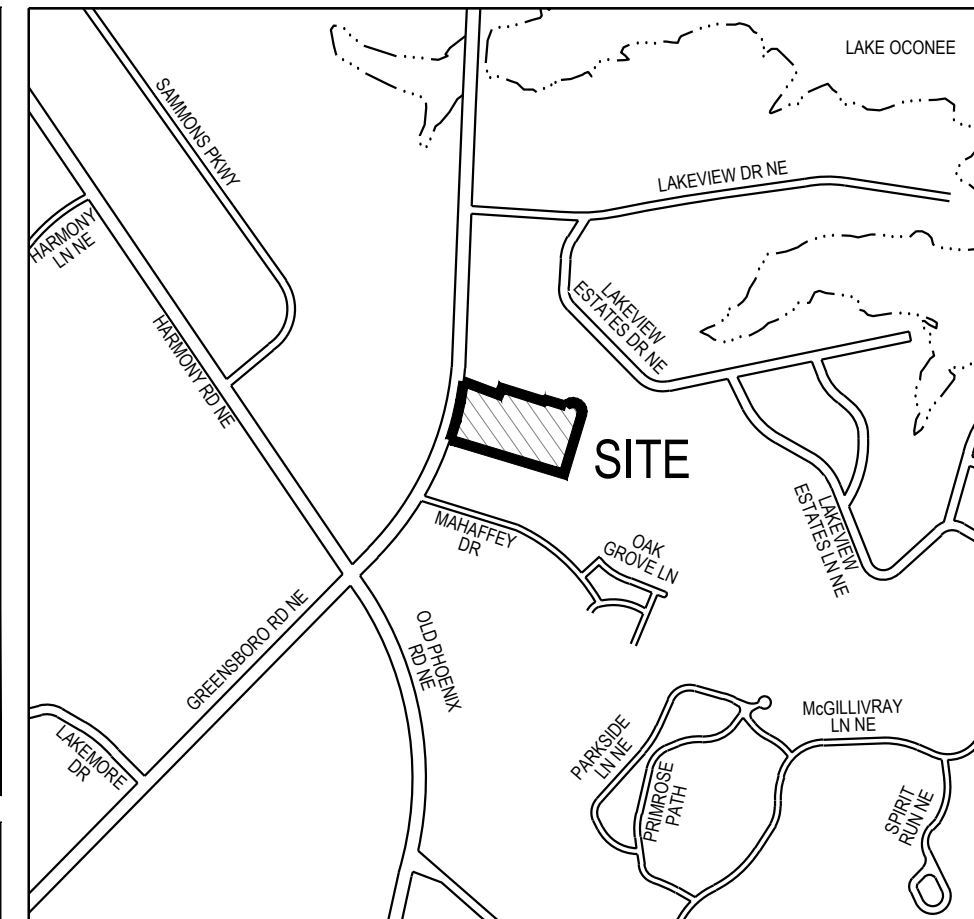
AT THE OCTOBER 17, 2023 BOARD MEETING, THE PUTNAM COUNTY BOARD OF COMMISSIONERS CONSIDERED THE REQUEST TO REZONE 15.30 ACRES AT 1024 LAKE OCONEE PARKWAY. THEIR DECISION WAS FOR APPROVAL WITH THE FOLLOWING CONDITIONS:

1. THE DEVELOPER SHALL DEVELOP AND MAINTAIN A 50-FOOT UNDISTURBED BUFFER OR BERM ALONG THE PROPERTY LINES THAT ADJUT REMAINING AG ZONED ACRES OF MAP 103 PARCEL 015 AND MAP 103 PARCEL 010 AS STATED IN SECTION 66-104(c) OF THE PUTNAM COUNTY CODE OF ORDINANCES.
2. SITE DRIVEWAY - 1. FULL-ACCESS DRIVEWAY ON SR 44, ALIGNED WITH HARMONY CROSSING MAIN DRIVEWAY, ONE ENTERING AND TWO EXITING LANES. INSTALL A TRAFFIC SIGNAL & APPROVED BY CDOT. PROVIDE A PROTECTED-PERMISSIVE PHASE FOR SOUTHBOUND LEFT-TURN AND WESTBOUND LEFT-TURN MOVEMENTS. PROVIDE A RIGHT-TURN LANE FOR ENTERING TRAFFIC. CONVERT THE LANE GEOMETRY OF HARMONY CROSSING DRIVEWAY TO A LEFT-TURN LANE AND A SHARED THROUGH/RIGHT-TURN LANE, AND PROVIDE ADEQUATE SIGHT DISTANCE PER ASHTO / AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS' STANDARDS.
3. SITE DRIVEWAY - 2. RIGHT-IN / RIGHT-OUT DRIVEWAY ON SR 44, ONE ENTERING AND ONE EXITING LANE. STOP SIGN CONTROLLED ON THE DRIVEWAY APPROACH WITH SR 44 REMAINING FREE FLOW. PROVIDE A RIGHT-TURN LANE FOR ENTERING TRAFFIC, AND PROVIDE ADEQUATE SIGHT DISTANCE PER ASHTO / AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS' STANDARDS.
4. THIS REZONING APPROVAL SHALL BE CONDITIONED UPON THE RESURVEYING AND RECORDED IN THE SUPERIOR COURT OF PUTNAM COUNTY OF AN ACCURATE PLAT WITHIN 90 DAYS OF APPROVAL BY THE BOARD OF COMMISSIONERS. A COPY OF THE RECORDED PLAT SHALL BE FILED WITH THE PLANNING AND DEVELOPMENT DEPARTMENT DIRECTOR. FAILURE TO FILE A PLAT PURSUANT TO THIS SUBSECTION SHALL HAVE THE EFFECT OF INVALIDATING THE REZONING ACTION AS STATED IN SECTION 66-165(a)(3) OF THE PUTNAM COUNTY CODE OF ORDINANCES.

NOTE: A PLAT WAS FILED 11/12/2024 WITH PUTNAM COUNTY CLERK OF COURTS IN PLAT BOOK 38, PAGE 217 TO SATISFY CONDITION 4 OF THE REZONING.

UTILITY DATA

EXISTING UTILITIES	10" WATER MAIN ALONG HWY 44 & EXISTING GRAVITY MAIN LEADING TO EXISTING PUMP STATION LOCATED ON LAKEVIEW ESTATES DRIVE
UTILITY PROVIDER	POWER: TRI-COUNTY EMC WATER: PIEDMONT WATER COMPANY SEWER: PIEDMONT WATER COMPANY
STORMWATER	STORMWATER MANAGEMENT SHALL BE IN ACCORDANCE WITH PUTNAM COUNTY ORDINANCES AND REGULATIONS.



VICINITY MAP
NOT TO SCALE

FLOODPLAIN NOTE:

FLOOD STATEMENT: NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA BY GRAPHICAL INTERPRETATION OF 1932/COD/S/D FLOOD INSURANCE RATE MAP (F.I.R.M.) DATED 1/26/2023. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATION OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. SPG LAND SURVEYORS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.

NOTES:

1. THIS IS A BOUNDARY SURVEY OF PARCEL 103 015002 IN PUTNAM COUNTY, GEORGIA. REFERENCE DB 1161 PG 621, PB 38 PG 217.
2. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IN BLUE INK.
3. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
5. THIS SURVEY COMPLES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF THE LAW PREVAIL.
6. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.01 FEET ± 50 PERCENT OF THE SUBJECT PROPERTY CORNER MONUMENTS AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A CARLSON BRX7 BASE & ROVER SYSTEM USING THE GPS RTN NETWORK.
7. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1:3,831,354 FEET.
8. IN ADDITION TO THOSE OTHERWISE REFERENCED HEREON, THE FOLLOWING DOCUMENTS WERE USED IN THE PREPARATION OF THIS PLAT: DB 1161 PG 619.

SURVEYORS CERTIFICATION:

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY. THE RECORDED INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDED INFORMATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND, FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Aaron P. Blomberg 10/31/25
AARON P. BLOMBERG GA PLS #3100 DATE

FINAL PLAT APPROVAL:

THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DEPARTMENT OR DESIGNEE CERTIFIES THAT THIS PLAT COMPLES WITH THE PUTNAM COUNTY DEVELOPMENT REGULATIONS. DATED THIS _____ DAY OF _____, 20__.

DIRECTOR OF PLANNING & DEVELOPMENT _____ DATE _____

OWNER'S ACKNOWLEDGEMENT AND DECLARATION:

STATE OF GEORGIA, PUTNAM COUNTY
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES BY THIS ACKNOWLEDGEMENT AND DECLARATION TO THE USE OF THE PUBLIC FOREVER ALL STREETS, SEWER COLLECTORS, LIFT STATIONS, DRAINS, EASEMENTS, AND OTHER PUBLIC UTILITIES AND APPURTENANCES THEREON SHOWN.

SIGNATURE OF SUBDIVIDER _____ DATE _____
PRINTED NAME OF SUBDIVIDER _____ DATE _____
SIGNATURE OF OWNER / AGENT _____ DATE _____
PRINTED NAME OF OWNER / AGENT _____ DATE _____

FINAL SURVEYORS CERTIFICATION:

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN _____ FEET AND AN ANGULAR ERROR OF _____ PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS _____ (See above notes 6 & 7 for field and plat closure data.)

Aaron P. Blomberg 10/31/2025
AARON P. BLOMBERG GA PLS #3100 DATE

PUBLIC WORKS:

I HEREBY CERTIFY THAT THE ROAD(S) MEET THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.

PUBLIC WORKS DIRECTOR _____ DATE _____

Seals:

Aaron P. Blomberg
GA. PLS #3100

Survey For:

Lake County Village Phase 1

ADDRESS: 1024 Lake Oconee Pkwy.

G.M.D.: 389th

Land Lot: 353rd

District: 3rd

Putnam County

Georgia

Sheet Data:

Project No.: 24-365

Drawn By: CT

Surveyed By: SH

Survey Date: 10/29/25

Checked By: APB

Scale: 1" = 100'

Date: 10/30/25

REVISIONS:

No. Date Description

Firm Info:

SPG Land Surveyors

236 W Franklin Street

Hartwell, GA 30643

706.436.4585

C.O.A. LSF #001294

www.onspg.com

Sheet Title:

Final Plat

Sheet No.

Page 1 of 1

LINE & CURVE CHART

Line # / Curve #	Length	Direction / Chord Dir.	Radius	Chord Dist.
L1	27.94'	N37°58'51"W		
C1	403.33'	N11°22'43"E	1857.96'	402.54'
C2	64.90'	S79°55'27"E	211.64'	64.65'
C3	93.21'	S68°43'16"E	971.50'	93.17'
L2	78.90'	S65°58'21"E		
L3	34.14'	S65°59'22"E		
L4	60.00'	N24°00'38"E		
L5	21.72'	S65°59'22"E		
C4	61.28'	S69°40'38"E	476.00'	61.23'
L6	142.08'	S73°21'55"E		
L7	97.80'	S73°21'55"E		
L8	13.09'	N16°38'05"E		
L9	155.09'	S73°21'55"E		
C5	175.28'	S59°44'49"E	65.50'	127.47'

LINE & CURVE CHART

Line # / Curve #	Length	Direction / Chord Dir.	Radius	Chord Dist.
L10	38.41'	N47°06'57"W		
C9	105.37'	N60°14'24"W	230.00'	104.45'
L11	115.75'	N73°21'52"W		

LINE & CURVE CHART

Line # / Curve #	Length	Direction / Chord Dir.	Radius	Chord Dist.
C6	98.96'	N68°43'16"W	1031.50'	98.92'
C7	44.22'	N75°58'12"W	281.50'	44.18'
C8	40.13'	N61°28'13"W	60.50'	39.39'
L13	64.91'	N65°58'21"W		
L12	48.11'	N65°59'11"W		

Curve Table

Curve #	Length	Radius	Chord Dir.	Chord Dist.
C10	78.14'	2339.41'	N03°44'24"E	78.13'
C11	81.96'	2357.96'	N05°40'56"E	81.95'

LEGEND:

ANGLE IRON	△ = TRAV PK
BENCHMARK	● = IFF
BENCHMARK FINISHED FLOOR ELEVATION	○ = IPS
BENCHMARK FINISHED FLOOR ELEVATION	⊕ = POINT ONLY
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = CONCRETE MONUMENT
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = BOLLARD
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = ELECTRIC BOX
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = ELECTRIC METER
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = FIRE DEPT. CONNECTION
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = FIRE HYDRANT
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = GAS METER
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = GAS VALVE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = GUY WIRE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = IRRIGATION CONTROL VALVE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = JUNCTION BOX
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = LIGHT POLE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = POWER STUB OUT
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = SANITARY SEWER MAN HOLE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = SIGN (MISC.)
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = SPOUT
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = STORM MANHOLE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = STORM STRUCTURE NUMBER
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = TELEPHONE MANHOLE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = TELEPHONE PEDESTAL
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = UTILITY POLE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = WATER METER
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = WATER VALVE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = BUFFER / EASEMENT
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = CENTER LINE CREEK
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = FENCELINE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = GAS LINE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = OVERHEAD POWER
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = PROPERTY LINE
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = SANITARY SEWER
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = STORM SEWER
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = UNDERGROUND POWER
BENCHMARK FINISHED FLOOR ELEVATION	⊞ = WATER LINE

PUTNAM COUNTY FIRE RESCUE CHIEF:

I HEREBY CERTIFY THAT THE FINAL PLAT WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 32 OF THE PUTNAM COUNTY CODE OF ORDINANCES.

PUTNAM COUNTY FIRE RESCUE CHIEF _____ DATE _____

BOARD OF COMMISSIONERS:

THE PUTNAM COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THIS FINAL PLAT. DATED THIS _____ DAY OF _____, 20__.

CHAIRMAN, BOARD OF COMMISSIONERS _____

COUNTY ENGINEER:

I HEREBY CERTIFY THAT THE FINAL PLAT WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.

COUNTY ENGINEER _____ DATE _____



PUTNAM COUNTY PLANNING & DEVELOPMENT

16

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024
Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

REQUEST FOR FINAL PLAT SUBDIVISION INSPECTION

THE UNDERSIGNED HEREBY REQUESTS AN INSPECTION OF THE SUBDIVISION FOR FINAL PLAT APPROVAL.

APPLICANT: Rick McAllister
ADDRESS: 1341 Beverly Drive Athens, GA 30606
PHONE: _____ CELL: [REDACTED]

PROPERTY:

SUBDIVISION NAME: Lake Country Village
LOCATION: Lake Oconee Parkway - Parcel 103-115002
MAP 103 PARCEL 115002 NUMBER OF ACRES 8.818

SUPPORTING INFORMATION ATTACHED TO APPLICATION:

- ☒ RED-LINED PRELIMINARY PLAT (1 COPIES)
- ☒ COPIES OF THE AS-BUILT FINAL PLAT (2 COPIES)
- ☒ CONSTRUCTION PLANS FOR ROADS AND UTILITIES
- ☒ COMPACTION REPORTS

*APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.

*SIGNATURE OF APPLICANT: *Rick McAllister* DATE: 10-7-25

FOR OFFICE USE

Land Disturbance *P&D	Date: <u>11-5-25</u>	Witnessed By: <u><i>A. Smith</i></u>
Sub-grade Proof-roll *PW	Date: <u>11-5-25</u>	Witnessed By: <u><i>J. Mc</i></u>
Wearing Course Proof-roll *PW	Date: <u>11-5-25</u>	Witnessed By: <u><i>J. Mc</i></u>
Compaction Test Report *PW	Date: <u>11-5-25</u>	Approved By: <u><i>J. Mc</i></u>
Final Stabilization *P&D	Date: <u>11-5-25</u>	Approved By: <u><i>A. Smith</i></u>
St. Signs/Lights Installation *PW	Date: <u>11-5-25</u>	Approved By: <u><i>J. Mc</i></u>
Fire Chief Approval	Date: <u>11-5-2025</u>	Approved By: <u><i>[Signature]</i></u>

DATE FILED: _____ CASH _____ CHECK NO. _____

CREDIT CARD _____ AMOUNT \$125.00 RECEIPT# _____

*P&D (Planning & Development)

*PW (Public Works)

October 31, 2025

Ms. Lisa Jackson
Director of Planning and Development
Putnam County Planning and Development
117 Putnam Drive, Suite B
Eatonton, GA 31024

RE: Map 103, Parcel 115002 / Lake Country Village Phase 1 Final Plat

Dear Ms. Jackson,

On behalf of Lake Country Village, LLC, please accept this letter and the attached information for phase 1 final plat application

The phase 1 final plat request follows the approved preliminary plat dated 6-7-24 and signed 6-12-24. The preliminary plat is included as an attachment to this application.

In addition, the proposed site plans follow the approved land disturbance plans approved and stamped on 7-9-24. And are within the Land disturbance permit issued by Putnam County on 8-28-24 permit number 2024- Land-56 (included in application attachments).

In addition, please find attached documentation for schedule and payment for the relocation of the existing Georgia Transmission pole.

Finally, the surety information for DOT Permitted intersections and north entrance final paving.

Please let me know if you have any questions.

Sincerely



Rick McAllister
Agent for Lake Country Retail Investors, LLC

Attachments: Final Plat application, Letter of Agency, Transmission pole relocation documentation and surety of DOT intersections / road paving.



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

REQUEST FOR FINAL PLAT SUBDIVISION APPROVAL

THE UNDERSIGNED HEREBY REQUESTS AN INSPECTION OF SUBDIVISION FOR FINAL PLAT APPROVAL.

APPLICANT: Rick McAllister

ADDRESS: 1341 Beverly Drive Athens, GA 30606

PHONE: [REDACTED]

PROPERTY OWNER IS DIFFERENT FROM ABOVE: Lake Country Retail Investors, LLC

ADDRESS: 860 Johnson Ferry Rd Suite 342 Atlanta, GA 30342

PHONE: 404-234-3629

PROPERTY:

SUBDIVISION NAME: Lake Country Village

LOCATION: _____

MAP 103 PARCEL 115002 NUMBER OF ACRES 8.818 PHASE Tract 1

SUPPORTING INFORMATION ATTACHED TO APPLICATION:

☒ FOUR COPIES OF THE AS-BUILT SURVEY

☒ BOND FOR PERFORMANCE/MAINTENANCE

☐ DEDICATION DEEDS FOR EASEMENTS, STREETS, and RIGHT-OF-WAYS

***APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.**

*SIGNATURE OF APPLICANT: *Rick McAllister* DATE: 10-7-25

FOR OFFICE USE

AMOUNT \$ \$365.00 CHECK NO. _____

CASH _____ CREDIT CARD _____ RECEIPT# _____

DATE FILED: _____ BOC MEETING _____ DATE SIGNED: _____



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

LETTER OF AGENCY- Final Plat

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT Rick McAllister TO BE MY/OUR AGENT FOR THE PURPOSE OF APPLYING FOR Final Plat OF PROPERTY DESCRIBED AS MAP 103 PARCEL 115002, CONSISTING OF 8.818 ACRES, WHICH HAS THE FOLLOWING ADDRESS: Lake Oconee Parkway EATONTON, GEORGIA 31024. ATTACHED HERETO IS A COPY OF A DEED AND OR PLAT OF SURVEY DESCRIBING THE PROPERTY OWNED BY THE PROPERTY OWNER(S) TO WHICH THIS LETTER OF AGENCY APPLIES.

THE ABOVE-NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF EATONTON/PUTNAM COUNTY APPLICATION FOR Final Plat ON OUR BEHALF. WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. FOR AND IN CONSIDERATION OF THE CITY OF EATONTON/PUTNAM COUNTY ACCEPTING THIS LETTER OF AGENCY, WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT.

THIS 7 DAY OF October, 20 25.

PROPERTY OWNER(S): Lake Country Retail Investors, LLC

NAME (Neatly PRINTED)

SIGNATURE

ADDRESS: 860 Johnson Ferry Rd Suite 342 Atlanta, GA 30342

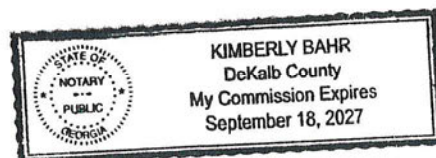
PHONE: 404-234-3629

ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS

7 DAY OF October, 20 25

NOTARY Kimberly Bahr

MY COMMISSION EXPIRES: 9-18-2027



(SEAL)



117 Putnam Drive, Suite #B
Eatonton, GA 31024
(706) 485-2776
Fax - (706) 485-0552

Permit

Permit NO.: 2024-LAND-56

20

Permit Type: Land Disturbance
Standalone

Issue Date: 08/28/

Expiration: 02/28/2025

Project Address

Parcel Number

Owner

Applicant

1024 LAKE

103 015

Lake Country Village, LLC

Lake Country Village, LLC

Square Footage

Heated: _____
Unheated: _____
Total: _____

Utilities

Water: _____
Sewer: _____
Electric: _____

Setbacks

Front: _____
Rear: _____
Left: _____
Right: _____
Lakeside: _____



Zoning

County Zone: C-1
City Zone: _____
Fire: _____
Flood: _____
Special: _____
School: _____

Valuation: _____

Total Sq Feet: _____

In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in public records of this county, and there may be additional permits required from other government entities such as water management districts, state agencies, or federal agencies. Additional restrictions, not of records, may also exist.

Plan Review does not constitute unconditional approval & does not relieve contractor/owner from compliance with all applicable codes.

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

Contractor or Agent

Authorized Signature

Date

Building Official or Design

07/25/2024

Issued By: Putnam County, Georgia

Authorized Signature

Date

Bin 10120
241 Ralph McGill Boulevard NE
Atlanta, GA 30308-3374



INVOICE

Adam Shaifer
Shaifer Partners, LLC
5170 Peachtree Rd
Bldg 100, Suite 120
Atlanta, GA 30341
ashaifer@piedmontwater.com

Invoice No. : **18571-41015A**
Invoice Date : 8/13/25
TAX ID. # 58-0257110
Due Date : Upon Receipt

DESCRIPTION:

GLENWOOD SPRINGS 321318 - LAKE OCONEE 115 KV
GPC Project Manager: Sunil Kaliappan 331-701-9093

Transmission Relocation Agreement Signed 8/12/25

Relocation Fee	\$487,248.62
Less Engineering Fee	\$ (15,000.00)
Total Amount Due	<u>\$472,248.62</u>

If you have any questions concerning this INVOICE, please contact Lisa Wynn at 404-506-1421.

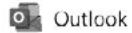
Please make checks payable to:

Georgia Power Company
96 Annex
Atlanta, Georgia 30396
Check must reference Invoice # **18571-41015A**

Wire Instructions:

GPC Electronic Lockbox Payments
Bank of America
ABA 111000012 Dallas, TX (ACH)
ABA 026009593 New York, NY (WIRE)

Ref: # 18571-41015 and dollar amount
*please email g2cssediachs@southernco.com
when making payment***



Outlook

FW: Lake Country Village - Design & Installation Timeline

From: Adam Shaifer <ashaifer@piedmontwater.com>

Date: Wed 10/15/2025 10:33 AM

To: Rick McAllister [REDACTED]

From: Kaliappan, Sunil <X2SKALIA@SOUTHERNCO.COM>

Sent: Tuesday, September 9, 2025 12:24 PM

To: Scott Turnbull <sturnbull@piedmontwater.com>; Adam Shaifer <ashaifer@piedmontwater.com>

Cc: Wynn, Lisa A. <LAWYNN@southernco.com>; Nageeb, Mohammad <X2MNAQEE@SOUTHERNCO.COM>; Jerry Shaifer <jshaifer@piedmontwater.com>; Ben Prevost <bprevost@shaifercompanies.com>

Subject: RE: Lake Country Village - Design & Installation Timeline

Importance: High

Good afternoon, Scott and Adam,

I can confirm the receipt of payment as of last week.

We got the ball rolling on this project, and we are in the process of getting the budget approved internally.

Will keep you all posted on the schedule.

Thank you!

Kind Regards,

Sunil Kaliappan, MBA, MScE, PMP®

Project Manager

Contractor, Power Delivery Project Management

M: 331.701.9093 | **E:** x2skalia@southernco.com

241 Ralph McGill Blvd NE, Atlanta, GA 30308



♻️ Please consider the environment before printing this email ♻️

From: Kaliappan, Sunil

Sent: Friday, August 22, 2025 3:58 PM

To: Scott Turnbull <sturnbull@piedmontwater.com>; Adam Shaifer <ashaifer@piedmontwater.com>

Cc: Wynn, Lisa A. <LAWYNN@southernco.com>; Nageeb, Mohammad <X2MNAQEE@SOUTHERNCO.COM>; Jerry Shaifer <jshaifer@piedmontwater.com>; Ben Prevost <bprevost@shaifercompanies.com>

Subject: RE: Lake Country Village - Design & Installation Timeline

Good afternoon, Scott,

Transmission Facility Relocation Agreement

between

Georgia Power Company and Shaifer Partners, LLC

GPC Teams No. 20189

Georgia Power Company, a Georgia corporation, (“GPC”), and Shaifer Partners, LLC, a property developer, (“Customer”) (the “Parties”) acknowledge and agree:

SECTION 1. THE PROJECT

1.1. Proposal Request. Customer is developing real property located near 1030 Greensboro Rd, Eatonton, Georgia, 31024 (the “Site”). A portion of the GLENWOOD SPRINGS 321318 - LAKE OCONEE 115 kV transmission line owned by GPC and used in transmission of electric power (the “Existing Facility”) also is located at the Site. Customer asked GPC to develop, and paid an “Engineering Fee” for, a plan and cost estimate for relocating or modifying all or part of the Existing Facility, per the Parties’ Relocation Proposal Preparation Agreement.

1.2. The Proposal. GPC evaluated the request, performed engineering analysis, developed a conceptual design, and prepared a cost estimate for the work necessary to complete the desired relocation, modification, or installation of electrical lines, structures, or equipment, as outlined in GPC’s “Proposal” (Attachment A) (the “Project”).

1.3. The Project. Customer requests GPC to complete the Project as described in the Proposal, per terms and conditions of this Agreement. The Project includes all engineering and construction work necessary to: (a) plan and to relocate or modify the designated portion of the Existing Facility or to install new lines, structures, or equipment so as to create the “New Facility”; and (b) remove any designated portion of the Existing Facility. Appendix 1 depicts the approximate, mutually agreed location of the New Facility.

SECTION 2. CUSTOMER OBLIGATIONS

2.1. Relocation Fee. The total “Relocation Fee” for the Project is **\$487,248.62**, subject to any adjustment under “Project Changes” (Section 3.3). The previously paid Engineering Fee of **\$15,000**, is a credit against the Relocation Fee. Upon invoice from GPC, Customer will pay to GPC, by certified or cashier’s check, the Relocation Fee balance of **\$472,248.62**. The Relocation Fee includes payment for all GPC costs for taxable capital expenditures and all appropriate costs for time value of money. After GPC completes the Project and records all actual Project costs (approximately eight months after physical work completion), GPC will reconcile actual Project cost with the Relocation Fee paid and will: (a) refund any amount paid in excess of the actual cost; or (b) notify Customer in writing that no refund is due. GPC will pay any refund to the entity that paid the Relocation Fee (per Form W-9 attached or incorporated by reference as Appendix 2).

2.2. Authority. Customer represents to GPC that Customer has express authority from all fee owners of the Site, as well as any other person or entity with rights in the Site whose consent is necessary, to enter into this Agreement, to perform Customer’s Agreement obligations, and to authorize GPC to complete the Project. If Customer is not the Site’s sole owner, each reference to “Customer” means “Customer, on its own behalf, and on behalf of all fee owners of the Site and all other persons or entities with rights in the Site.”

2.3. Access, Disclosure, and Cooperation. Customer grants to GPC a non-exclusive license throughout this Agreement’s term to enter the Site for all activity: (a) incidental to the Project (including surveying, testing, or creating and using reasonable storage or work areas); or (b) associated with owning, operating, or maintaining the Existing Facility, the New Facility, or related easements (collectively, “GPC Facilities”). Customer represents that it has disclosed to GPC all known environmental site assessments, geotechnical reports, or other material information regarding condition of the Site or Adjacent Premises relevant to Project planning or construction or to New Facility operation or maintenance, including any condition of the type described in “Unforeseen Conditions” (Section 3.3 A). Customer also covenants that it will disclose promptly any other material information relevant to the Project, or to New Facility operation or maintenance, that becomes known to Customer during this Agreement’s term. Customer will cooperate regarding all Project activities and will take no action adverse to the Project, GPC Facilities, or other GPC property.

2.4. Easement Rights on the Site. The New Facility will be located on real property not included within the scope of GPC's existing Site easement. Customer will grant, or cause the Site owner grant, to GPC, at no cost to GPC, an easement (45 feet wide) on the Site as required to complete the Project (in the approximate location shown on Appendix 1) (the "**New Easement**"). The New Easement must be substantially in GPC's standard form (per **Attachment B**) and must have the approval of GPC's Legal Department. If necessary and agreed by GPC, GPC will execute an encroachment agreement (in its standard form) that will allow Customer's encroachment upon the New Easement as specifically provided in the encroachment agreement.

2.5. Rights on Adjacent Premises. If part of the New Facility will be located on contiguous real property owned by a third party ("**Adjacent Premises**"), or if the Project requires temporary use of Adjacent Premises, Customer must procure and provide to GPC, at no cost to GPC and without GPC's participation, each necessary easement (100 feet wide), encroachment agreement, temporary easement, or right-of-access for the Adjacent Premises. If Customer seeks an easement on Adjacent Premises, Customer will disclose to the Adjacent Premises owner that GPC will have the future right to construct transmission or distribution facilities (which may be overhead (with towers, poles, or structures) or underground (in trenches or ductlines)) on the easement property. Each Adjacent Premises easement also must be in the GPC standard form per Attachment B. The easement, as well as documentation of any other rights in Adjacent Premises, also must have the approval of GPC's Legal Department. Customer must provide to GPC all documentation of Adjacent Premises rights before GPC begins Project work at the Site.

2.6. Permits and Approvals. Unless the Parties agree otherwise in writing, Customer must obtain and pay for each federal, state, or local permit or other regulatory approval necessary for the Project (e.g., tree and vegetation removal, dredge and fill of wetlands, soil and erosion control, stormwater discharge, etc.). GPC will cooperate with Customer as reasonably necessary to procure these permits or approvals.

2.7. Site Preparation. If the Project requires removal of trees or other vegetation, Customer will manage the removal in accordance with **Attachment C** and in a timely manner, at its own expense.

2.8. Relationship of Parties. GPC, an authorized electric utility provider, enters into this Agreement in its capacity as owner of the Existing Facility and as a regulated electric utility. GPC is not a services contractor, agent, partner, joint venturer, or representative of Customer. GPC may perform the Project with its own personnel or with independent contractors. This Agreement creates no contractual relationship with, or cause of action for, any third party and no GPC affiliate is liable under this Agreement.

2.9. Publicity and Confidentiality. Customer will neither make a public statement nor issue a press release concerning the Project unless pre-approved in writing by GPC. Customer will keep this Agreement, and all written or oral communications regarding the Project, confidential and will not disclose confidential information to another electric utility provider or contractor, GPC competitor or customer, or anyone other than those persons who have a need to know for purposes of evaluating, approving, or administering this Agreement on behalf of Customer or any financial or regulatory entity involved with the Project.

SECTION 3. PROJECT PERFORMANCE

3.1. Conditions Precedent to Project Work. GPC will proceed with work on the Project only after Customer fulfills each of the following "**Conditions Precedent**":

- i. Payment of Relocation Fee per Section 2.1 ("*Relocation Fee*");
- ii. Procurement and delivery to GPC of all easements and other land rights per Sections 2.4 ("*Easement Rights on the Site*") and 2.5 ("*Rights on Adjacent Premises*");
- iii. Procurement and delivery to GPC of all permits and approvals per Section 2.6 ("*Permits and Approvals*");
- iv. Completion of obligations under Section 2.7 ("*Site Preparation*"), if applicable; and
- v. Customer is not in default under any Agreement provision.

3.2. Schedule. GPC will perform all work necessary to complete the Project following fulfillment of all Conditions Precedent. Project performance will depend on a range of seasonal, technical, and public considerations, including line outage restrictions, equipment or material availability or delivery, labor availability, or emergencies; any estimated Project schedule is subject to this provision. GPC, in its sole discretion, will determine the time, date, and method of the GPC Project work, as well as any safety, security, technical, or operational issue.

3.3. Project Changes. The Relocation Fee stated in Section 2.1 ("*Relocation Fee*") is for the Project scope described in the Proposal and includes no allowance for an Unforeseen Condition. A change in scope (whether

by addition, modification, or deletion) is not effective unless documented in advance in a written change order signed by both Parties and detailing the change in the scope and, if applicable, the Relocation Fee. If a change order increases the Relocation Fee, Customer will pay the additional amount upon invoice by GPC.

A. Unforeseen Conditions. An “**Unforeseen Condition**” is: (i) an unforeseen, concealed, or unknown condition at the Site or Adjacent Premises that: (a) materially impacts the Project; (b) was not known to GPC before the Effective Date; (c) differs materially from conditions ordinarily found to exist (e.g., subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifacts, burial grounds, threatened or endangered species, hazardous substance, etc.); and (d) did not result from GPC’s fault or negligence; (ii) an economic or market condition change materially affecting Project cost; or (iii) a force majeure-type excusable delay event (foreseeable or not) beyond GPC’s control (including: (I) extreme weather (e.g., catastrophic storm or flood, hurricane, tornado, or lightning) or other act of God or natural catastrophe (e.g., earthquake); (II) explosion, implosion, fire, or contamination; (III) act of war (declared or not), blockade, or embargo; (IV) act of a public enemy, act or threat of terrorism, sabotage, riot, or insurrection; (V) epidemic, pandemic, or quarantine; (VI) act of civil or military authority; or (VII) strike or labor disturbance). If an Unforeseen Condition arises, “*Suspension and Change Events*” will apply.

B. Suspension and Change Events. GPC may stop work on all or part of the Project (a “**Suspension**”) if: (i) GPC encounters a hazardous, unsafe, or Unforeseen Condition at the Site or Adjacent Premises; (ii) Customer fails to timely pay any amount due per this Agreement; (iii) Customer fails to comply with a material Agreement requirement; (iv) Customer interferes with operation of GPC Facilities or with GPC’s Project activity; or (v) GPC determines that additional easement or other property rights are necessary. A “**Change Event**” occurs if: (a) all Conditions Precedent are not fulfilled by 7/1/2026; or (b) the Project is suspended or delayed, or Project cost is materially affected, due to: (I) an Unforeseen Condition; (II) a Suspension; or (III) any other reason for which GPC is not responsible.

C. Change Event Resolution. If a Change Event occurs, GPC, at its discretion, may stop work and the Relocation Fee is subject to change. If Customer can cure or resolve the Change Event, Customer (at Customer’s option and expense) may address the Change Event to GPC’s satisfaction and GPC will then resume work. Otherwise, if Customer wishes the Project to continue, the Parties will negotiate a change order. If no scope change is otherwise necessary, GPC, at its option, may update the existing scope cost estimate to reflect any increase resulting from the Change Event; if the revised estimate exceeds the Relocation Fee previously paid, GPC will not resume work until the Parties execute an appropriate change order and Customer fulfills all change order obligations, including payment.

3.4. Quitclaim. Upon completion of the Project to GPC’s satisfaction (including removal of the Existing Facility), GPC will quitclaim to the Site owner those portions of the original GPC easement not located within the New Easement area. GPC also will cooperate with Customer to modify record documents to reflect the revised easement. If another utility’s facilities are co-located on the portion of the Existing Facility slated for removal, GPC cannot complete the Project until after the other utility removes its facilities, which is not within GPC’s control. Customer must coordinate removal with the other utility and advise GPC upon removal completion.

3.5. Ownership. GPC will remain the sole owner and operator of all GPC Facilities, including all materials, equipment, and easements purchased for or used in the Project. GPC will operate the GPC Facilities for its sole benefit, as authorized by regulatory authorities. All documents or drawings regarding GPC Facilities furnished to Customer in connection with the Project also remain GPC property.

3.6. Term and Termination. This Agreement will terminate 30 days after GPC provides notice and completes its obligations under “*Relocation Fee*” (Section 2.1). If, after reasonable effort, either Party cannot secure a required Project permit, approval, or property right, or if the Project cannot or does not proceed for any reason, the Parties may terminate this Agreement and proceed under “*Obligations on Termination.*” Either Party also may terminate this Agreement immediately upon Notice if the other Party breaches a material obligation and does not cure within 30 days after Notice. GPC also, at its sole discretion, may terminate this Agreement if: (a) Customer abandons the Project; (b) GPC determines that Customer lacks the financial stability that GPC deems necessary to continue the Project; (c) Customer installs unsafe equipment or materials at the Site; or (d) an emergency arises.

3.7. Obligations on Termination. If this Agreement terminates before Project completion, GPC will calculate the total Project cost, including: (a) actual Project cost to date of termination; (b) value of any materials or components purchased by GPC solely for the Project that GPC cannot use for another purpose; (c) expense, if any, to return to use of the Existing Facility or to complete and operate the GPC Facilities; and

(d) demobilization costs. If the Relocation Fee previously paid exceeds the total Project cost, GPC will issue a refund per “Relocation Fee.”

SECTION 4. MISCELLANEOUS

4.1. Notices and Contact Persons. Each Party giving “Notice” (a notice to the other Party required by this Agreement to be in writing and delivered per this “Notices and Contact Persons” provision), must use one of the following methods: (a) personal delivery (effective that date); (b) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (c) registered or certified U.S. mail, with proper postage (effective on the following fourth business day). Each Party must provide Notice to the other per **Attachment D** or as a Party otherwise designates by Notice. Either Party may revise Attachment D by providing Notice of the new information. Attachment D also identifies each Party’s contact persons for the Project.

4.2. Insurance. Throughout this Agreement’s term, Customer will carry workers’ compensation insurance in the statutory amount and commercial general liability insurance providing coverage of at least \$2 million for any occurrence and with severability of interest for each insured. To the extent allowed by law: (a) all Customer insurance will name GPC as an additional insured, except that the additional insured status will not extend to a claim resulting from GPC’s sole negligence; and (b) Customer waives, and will require its insurers to waive, any right of subrogation otherwise possessed against GPC for any insurance maintained by Customer or under any state or federal workers’ compensation or employer’s liability law, except that the waiver for the employer’s or commercial general liability policies will not extend to sole negligence of GPC. This “Insurance” provision does not waive or limit any Customer liability under this Agreement or at law, whether or not covered by insurance.

4.3. Indemnity. Customer will indemnify, release, and defend (if requested by GPC) GPC from or against any claim, demand, loss, damage, expense (including actual attorneys’ fees reasonably incurred, investigation costs, expert or consultant fees or expenses, or court costs), liability, judgment, penalty, fine, proceeding, inquiry, or action of any kind (based on tort, breach of contract, strict liability, equity, or otherwise) for bodily injury, injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, intellectual property infringement, equitable relief, or enforcement of this Agreement (collectively, a “Claim”) caused by, arising out of, or related to an act or omission of Customer or associated with the Project or this Agreement, whether caused by or arising out of the joint, concurrent, or contributory negligence of GPC, except that Customer is not liable if a Claim was caused by GPC’s sole negligence, or to the extent caused by the reckless, willful, wanton, or intentional act of GPC. Customer’s indemnity obligations expressly include a Claim involving: (a) willful misconduct, reckless or negligent act or omission, or criminal act; (b) damage to GPC Facilities or property; (c) a defect, condition, event, or omission on or at the Site or Adjacent Premises; (d) presence or suspected presence of a hazardous or unsafe condition or Unforeseen Condition at the Site or Adjacent Premises; (e) breach of this Agreement or noncompliance (by act or omission) with law; or (f) misrepresentation or fraud.

4.4. Remedies. Remedies available to GPC in this Agreement do not limit other rights or remedies available by law, equity, or contract. **Each party waives its right to indirect or consequential damages (including punitive damages or loss of revenue, profit, capital costs, or business reputation) in connection with the project or this agreement, or arising from damage, hindrance, or delay involving the project, whether or not reasonable, foreseeable, contemplated, or avoidable.**

4.5. Agreement Interpretation. Georgia law governs this Agreement. The Parties will resolve a dispute, action, or Claim in a state or federal court sitting in Georgia. This Agreement constitutes the entire understanding between the Parties, merges with, and supersedes all prior oral or written estimates (of cost or schedule), discussions, proposals, representations, statements, or agreements regarding the Project. In this Agreement: (a) reference to a Party or entity includes its affiliates, contractors of any tier, officers, employees, agents, representatives, and allowed successors or assigns; (b) “include(ing)” means “include, but are not limited to” or “including, without limitation”; (c) “or” means “either or both” (i.e., “A or B” means “A or B or both A and B”); (d) reference to a document or to an Agreement provision is to the document or provision as modified and then current; and (e) defined terms are either singular or plural, as context requires. This Agreement incorporates all documents attached to or referenced in this Agreement or any exhibit or attachment, all of which are integral to this Agreement as if included within this document. Contract captions are solely for convenience and do not affect Agreement interpretation. This Agreement does not create a contractual relationship with, or cause of action for, any third party. Agreement provisions that logically should apply beyond Agreement conclusion (including “Access, Disclosure, and Cooperation,” “Publicity and Confidentiality,” “Ownership,”

"Obligations on Termination," "Indemnity," "Remedies," and this "Agreement Interpretation") will survive and continue after Project completion, termination of electric service to the Site, or as provided by law.

4.6. Agreement Modification. Except as provided in "Notices and Contact Persons," only an amendment signed by each Party's authorized agent can modify this Agreement. GPC's waiver (by act or failure to act) of a Customer default, waiver of a GPC right, or failure to enforce a Customer obligation in one instance does not waive in another instance: (a) a similar or any other default; or (b) the right to enforce that or any other right or obligation. If a court rules that an Agreement provision is unenforceable, all other provisions remain effective. Customer may not assign or transfer any Agreement right or obligation without GPC's prior written consent.

4.7. Representations and Warranties. Each Party represents and warrants to the other that: (a) it is qualified to do business in, and in good standing with officials of, Georgia and all other regulatory authorities with jurisdiction (and, if not a Georgia entity, it is in good standing in the jurisdiction of its organization); (b) it makes each representation or warranty expressed in this Agreement, each of which includes all material facts necessary to prevent the statement from being misleading; (c) this Agreement is signed by an authorized agent and it can legally enter into, and perform all obligations under, this Agreement, with no third party consent required; (d) no legal action is in progress or, to the best of its knowledge, threatened that could have a material adverse effect on its ability to perform its Agreement obligations or on its business or financial condition; (e) it has studied, and understands its rights and obligations under, this Agreement; and (f) it entered into this Agreement voluntarily and in good faith, as a result of arm's length negotiations. **Except as stated in this provision, GPC makes no representation, covenant, or warranty of any kind (including warranty of merchantability or fitness for a particular purpose) regarding the Project, Site electric service, GPC Facilities, GPC's electrical system, or any GPC activity under this Agreement.**

Each Party agrees to all terms and conditions of this Agreement. The Parties may exchange counterparts of this Agreement via facsimile machine or electronically; a facsimile of a signature or an electronic signature transmitted by portable document format ("pdf") is an original signature for all purposes. The "**Effective Date**" is the date on which the last Party signs, as shown below.

Georgia Power Company

By: Sunil Kaliappan
 Sunil Kaliappan
 Project Manager

Date: 08/12/2025

Shaifer Partners, LLC

By: Adam W. Shaifer
 Adam Shaifer
 Authorized Signatory

Date: 08/12/2025

By: Monica Pearson
 Monica D. Pearson
 Supervisor, Project Management

Date: 08/12/2025

DOT 7513A

REV. 07/1983
REV. 05/1998
REV. 06/2000DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIABond # **7472497**
(FOR BONDING COMPANY USE ONLY)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Lake Country Retail Investors LLC** (hereinafter called the Principal), as Principal and
(NAME OF PERMIT APPLICANT OR AGENT FOR APPLICANT)the **Old Republic Surety Company**, a **Wisconsin** corporation having its principal office
(NAME OF SURETY COMPANY) (STATE WHERE SURETY WAS INCORPORATED)and place of business at **18500 W Corporate Drive, Suite 170, Brookfield, Wisconsin 53045** and Local address
(HOME OFFICE ADDRESS)at **180 Interstate North Parkway SE, Suite 130, Atlanta, GA 30339** and duly authorized to do business in
(STREET) (CITY) (STATE)

the State of Georgia (hereinafter called the Surety) as Surety are held firmly bound unto the Georgia Department of Transportation as

Obligee, (hereinafter called the Owner) in the sum of **Two Hundred Sixty Thousand and 00/100** Dollars (**\$260,000.00**)
(AMOUNT TO BE FURNISHED BY DOT)

for the payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Permit Applicant has submitted application (s) to Owner for (a) certain written permit form (s) which form (s) (is) (are)

hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. Said application form (s) (is)

(are) dated **July 22, 2024** approximately. The purpose of this Bond is to guarantee that the Principal (as listed
(MONTH / YEAR)above) will comply with all stipulations, requirements and specifications of said Permit (s) No. (s) **A-237-011481-2**,
(TO BE PROVIDED BY DOT PRIOR TO EXECUTION OF THIS BOND)which permit (s) the Georgia Department of Transportation, is to approve and issue to **Lake Country Retail Investors LLC**
(NAME OF PERMIT APPLICANT ONLY)

upon receipt of this bond. The above permit (s) (is) (are) to authorize certain construction work as described therein within the

right-of-way of **Milepost No. 33.20, 33.50 - Old Phoenix Road** in
(ST, HWY #, ROAD NAME, PROJECT #, ETC.)**Putnam** County at **Harmony Crossing Main Intersection**
(COUNTY) (APPROXIMATE LOCATION)

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said permit (s) and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said permit (s) that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force. Principal must obtain a Written Release from Owner before this bond may be voided or terminated or allowed to lapse.

If the Principal and/or Permit Applicant, if different does any work on Highway right-of-way prior to approval and issuance of the above described permit, this bond is hereby extended to cover any removal or corrective action determined necessary by the owner. If the permit is never issued and the Principal and/or Permit Applicant, if different encroaches onto State right-of-way the Principal and Surety are also obliged to take whatever action is deemed necessary by the owner to correct such unauthorized encroachment.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of two (2) years following the date upon which the Principal is released from this bond. If this limitation is made void by any law, controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated this **21st** day of **October**, **2025**

WITNESS:

Lake Country Retail Investors LLC
(NAME OF PRINCIPAL)

(SIGNATURE OF WITNESS)

2500 Cumberland Pkwy, Suite 400
(ADDRESS OF GEORGIA RESIDENT AGENT - IF APPLICABLE)**Atlanta, GA 30339**By 
(SIGNATURE OF GEORGIA RESIDENT AGENT - IF APPLICABLE)**Tameka B. Black**
(TYPED NAME OF GEORGIA RESIDENT AGENT - IF APPLICABLE)

No modifications or changes may be made to the text of this bond, unless agreed upon in writing by the Department

(ADDRESS OF PRINCIPAL)

5170 Peachtree Road, Building 100, Atlanta, GA 30341By _____
(SIGNATURE OF PRINCIPAL)

(TYPED NAME OF PRINCIPAL)

Old Republic Surety Company
(NAME OF SURETY)**Douglas L. Rieder, Attorney-In-Fact 678-484-6500**
(NAME OF ATTORNEY IN-FACT) (TYPE OR PRINT) (AREA CODE) (PHONE #)By 
(ATTORNEY IN-FACT SIGNATURE)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: DOUGLAS L. RIEDER, DEBRA JOHNSON, BRIAN M. PERRY, CHARLES W. SEILER, PAMELA KAY HAYS, MARGARET S. MEYERS, W. WESLEY HAMILTON, MICHAEL J. BROWN, ANDERSON LEIGH GLENN, TAMEKA B. BLACK, TINA MARSH, JOSEPH A. MAXWELL of ATLANTA, GA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

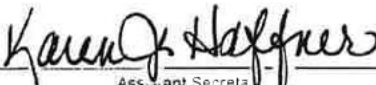
RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of August, 2023.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of August, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

80-5350



Signed and sealed at the City of Brookfield, WI this 21st day of October, 2025


Assistant Secretary

ORSC 22262 (3-05)

STERLING SEACREST PRITCHARD

DOT 7412

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA
ATLANTA, GEORGIA



APPROVED DATE
10/7/2025

(FOR DOT USE ONLY)

District No. 2
State Highway No. 00004400
Milepost No. 33.20, 33.50
County Putnam
Permit No. A-237-011481-2

APPLICATION AND PERMIT FOR (CHECK ONE)

- ☒ COMMERCIAL DRIVEWAY ☐ NONCOMMERCIAL DRIVEWAY
☐ CITY STREET INTERSECTION ☐ COUNTY ROAD INTERSECTION

TO: GEORGIA DEPARTMENT OF TRANSPORTATION

ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET, NW, ATLANTA, GEORGIA 30308

Application is hereby made by Lake Country Retail Investors LLC 404-234-3629
Name of Applicant (Area Code) Phone No.

5170 Peachtree Road Building 100 Atlanta, GA 30341
Post Office Address City and State Zip Code

for permission to construct a Driveway and/or Road Access on the Right-of-Way of STATE HIGHWAY NO. 00004400
U.S. within the City Limits of and in Putnam County,

in accordance with the ATTACHED PLANS and subject to the REQUIREMENTS of the Georgia Department of Transportation and subject to any SPECIAL REQUIREMENTS set forth herein. This drive and/or Road Access is proposed to serve a

This project consists of subdividing the land and constructing public roads and a traffic signal aligned with the Harmony Crossing main intersection. Mass grading and storm / utility infrastructure will be installed with this phase.

to be located on the property on the E side of the highway beginning 600 Feet, N of the center line, of
N.S.E.W. From Nearest Street N.S.E.W.

Old Phoenix Road and Fronting 1400 Feet further N along said Highway;
Nearest Street or Road Total Frontage Used N.S.E.W.

and at mile post 33.20 to 33.50

Permit requested this 22 day of July, 20 24.

NOTE: By signing this application, I hereby certify that:

1. The number and size of driveway shown below is the only access that will be requested for the property described above and may be modified or eliminated by DOT upon a change of use of this property.
2. The DOT has the right to revoke this permit upon 30 days written notice.
3. The DOT assumes no responsibility for maintaining the permitted construction beyond the back of curb or normal edge of pavement.

By Adam Shaifer
Type or Print Name

Signed by:

Adam Shaifer

8E430B65B3624D3k on All Copies

Title

If Agent or Official for Applicant

FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION

SPECIAL REQUIREMENTS: (by DOT only)

THIS PERMIT IS SUBJECT TO THE NOTES AND REVISIONS IN RED ON THE ATTACHED PLANS.

PERMIT GRANTED to make the above-described installation (2 total driveways) in accordance
No. and Size of Driveways

with REQUIREMENTS of the Georgia Department of Transportation; 10/7/2025

This permit is to be strictly construed and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.

DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA

DocuSigned by:

Corbett S. Reynolds

By

518EA65B9C36455...

District Engineer

Title



Contractor's Application for Payment No.

11

Application Period: 9/30/25-10/29/25		Application Date: 10/29/2025
To (Owner): Shaifer Partners, LLC	From (Contractor): Fortis Siteworks LLC	Via (Engineer):
Project: Lake Country Village	Contract:	
Contractor's Contract No.:	Subcontractor's Project No.: 24-50	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ \$5,926,502.66
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ \$5,926,502.66
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$4,378,649.15
			5. RETAINAGE:	
			a. X Work Completed.....	\$
			b. X \$ 7,520.34 Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$4,378,649.15
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$3,966,929.66
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$411,719.49
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$1,573,012.39
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Melissa Wilson Date: 10/29/2025

Payment of: \$ 411,719.49
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ 411,719.49
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 10/29/25
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Lake Country Village											Application Number:		11			
Application Period: 9/30/25-10/29/25											Application Date:		10/29/2025			
A					B						C	D	E	F		
Item		Contract Information									Total Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Previously Billed	Amount Previously Billed	Quanties Billed This Period	Amount Billed This Period							
1000	Mobilization	1.00	LS	\$ 17,500.00	\$ 17,500.00	0.900	\$ 15,750.00		\$ -		0.90	\$ 15,750.00	\$ -	\$ 15,750.00	90.0%	\$ 1,750.00
1010	Demolition	1.00	LS	\$ 34,000.00	\$ 34,000.00	0.463	\$ 15,742.00	0.29	\$ 9,758.00		0.7500	\$ 25,500.00	\$ -	\$ 25,500.00	75.0%	\$ 8,500.00
1020	Clearing & Grubbing	37.28	ACRE	\$ 8,750.00	\$ 326,200.00	37.280	\$ 326,200.00		\$ -		37.28	\$ 326,200.00	\$ -	\$ 326,200.00	100.0%	\$ -
1030	Topsoil Strip/Stockpile	34,332.00	CY	\$ 5.00	\$ 171,660.00	38,455.000	\$ 192,275.00		\$ -		38,455.00	\$ 192,275.00	\$ -	\$ 192,275.00	112.0%	\$ (20,615.00)
1040	Earthwork - Cut/Fill/Borrow	191,825.00	CY	\$ 5.50	\$ 1,055,037.50	191,825.000	\$ 1,055,037.50		\$ -		191,825.00	\$ 1,055,037.50	\$ -	\$ 1,055,037.50	100.0%	\$ -
1050	Grade Roadway	10,783.33	SY	\$ 2.00	\$ 21,566.66	5,250.000	\$ 10,500.00		\$ -		5,250.00000	\$ 10,500.00	\$ -	\$ 10,500.00	48.7%	\$ 11,066.66
1060	Grade for Curb	2,725.00	LF	\$ 1.75	\$ 4,768.75	2,925.000	\$ 5,118.75		\$ -		2,925.00	\$ 5,118.75	\$ -	\$ 5,118.75	107.3%	\$ (350.00)
1070	Backfill Curb	2,725.00	LF	\$ 1.75	\$ 4,768.75	2,925.000	\$ 5,118.75		\$ -		2,925.00	\$ 5,118.75	\$ -	\$ 5,118.75	107.3%	\$ (350.00)
1080	Fine Grade Site	152,194.00	SY	\$ 0.50	\$ 76,097.00	114,145.500	\$ 57,072.75	7,609.70	\$ 3,804.85		121,755.20	\$ 60,877.60	\$ -	\$ 60,877.60	80.0%	\$ 15,219.40
2040	Erosion Control	1.00	LS	\$ 365,000.00	\$ 365,000.00	0.630	\$ 232,316.75	0.11	\$ 40,515.00		0.75	\$ 273,731.75	\$ -	\$ 273,731.75	75.0%	\$ 91,268.25
3020	Permanent Seeding	37.28	ACRE	\$ 2,950.00	\$ 102,500.00	24.190	\$ 66,523.50	5.568	\$ 15,345.00		29.77	\$ 81,867.50	\$ -	\$ 81,867.50	79.9%	\$ 20,632.50
3010	Light Duty Roadway - (GAB 8" / ASP 2" / ASP 1.5")	4,350.00	SY	\$ 60.00	\$ 261,000.00	-	\$ -	872.00	\$ 52,320.00		872.00	\$ 52,320.00	\$ -	\$ 52,320.00	20.0%	\$ 208,680.00
3020	Heavy Duty Roadway - (GAB 8" / ASP 3" / ASP 2")	4,510.00	SY	\$ 73.00	\$ 329,230.00	-	\$ -	3,310.00	\$ 241,630.00		3,310.00	\$ 241,630.00	\$ -	\$ 241,630.00	73.4%	\$ 87,600.00
3030	GDOT Roadway - (GAB 12" ASP 8" ASP 2" ASP 1.5")	880.00	SY	\$ 145.00	\$ 127,600.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 127,600.00	
3040	8" Concrete Inlet	376.00	SF	\$ 22.00	\$ 8,352.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 8,352.00	
3050	8" Concrete Speed Table	6,560.00	SF	\$ 26.00	\$ 170,560.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 170,560.00	
3060	24" Curb & Gutter	2,725.00	LF	\$ 22.00	\$ 59,950.00	2,925.000	\$ 64,350.00		\$ -		2,925.00	\$ 64,350.00	\$ -	\$ 64,350.00	107.3%	\$ (4,400.00)
3070	30" GDOT Curb	451.00	LF	\$ 48.00	\$ 21,648.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 21,648.00	
3080	Traffic Control (Striping & Signs)	1.00	LS	\$ 33,000.00	\$ 33,000.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 33,000.00	
4010	24" HP Pipe - Storm Sewer	1,121.00	LF	\$ 122.00	\$ 136,762.00	816.000	\$ 99,552.00		\$ -		816.00	\$ 99,552.00	\$ -	\$ 99,552.00	72.8%	\$ 37,210.00
4020	30" HP Pipe - Storm Sewer	353.00	LF	\$ 185.00	\$ 65,305.00	353.000	\$ 65,305.00		\$ -		353.00	\$ 65,305.00	\$ -	\$ 65,305.00	100.0%	\$ -
4030	36" HP Pipe - Storm Sewer	1,034.00	LF	\$ 210.00	\$ 217,140.00	1,258.000	\$ 264,180.00		\$ -		1,258.00	\$ 264,180.00	\$ -	\$ 264,180.00	121.7%	\$ (47,040.00)
4040	36" RCP - Storm Sewer	37.00	LF	\$ 275.00	\$ 10,175.00	-	\$ -	-	\$ -		-	\$ -	\$ 4,697.22	\$ 4,697.22	46.2%	\$ 5,477.78
4050	Pedestal Top Inlet	2.00	EA	\$ 6,500.00	\$ 13,000.00	3.000	\$ 19,500.00		\$ -		3.00	\$ 19,500.00	\$ -	\$ 19,500.00	150.0%	\$ (6,500.00)
4060	1019A Drop Inlet - Storm Sewer	18.00	EA	\$ 10,500.00	\$ 189,000.00	15.000	\$ 157,500.00		\$ -		15.00	\$ 157,500.00	\$ -	\$ 157,500.00	83.3%	\$ 31,500.00
4070	Junction Box - Storm Sewer	4.00	EA	\$ 7,000.00	\$ 28,000.00	8.000	\$ 56,000.00		\$ -		8.00	\$ 56,000.00	\$ -	\$ 56,000.00	200.0%	\$ (28,000.00)
4080	Outlet Control Structure - Storm Sewer	1.00	EA	\$ 11,500.00	\$ 11,500.00	1.000	\$ 11,500.00		\$ -		1.00	\$ 11,500.00	\$ -	\$ 11,500.00	100.0%	\$ -
4090	24" Headwall - Storm Sewer	1.00	EA	\$ 2,300.00	\$ 2,300.00	1.000	\$ 2,300.00		\$ -		1.00	\$ 2,300.00	\$ -	\$ 2,300.00	100.0%	\$ -
4100	36" Headwall - Storm Sewer	2.00	EA	\$ 5,000.00	\$ 10,000.00	2.000	\$ 10,000.00		\$ -		2.00	\$ 10,000.00	\$ -	\$ 10,000.00	100.0%	\$ -
4110	24" End Section - Storm Sewer	2.00	EA	\$ 1,250.00	\$ 2,500.00	2.000	\$ 2,500.00		\$ -		2.00	\$ 2,500.00	\$ -	\$ 2,500.00	100.0%	\$ -
4120	30" End Section - Storm Sewer	1.00	EA	\$ 1,400.00	\$ 1,400.00	1.000	\$ 1,400.00		\$ -		1.00	\$ 1,400.00	\$ -	\$ 1,400.00	100.0%	\$ -
4130	36" End Section - Storm Sewer	2.00	EA	\$ 1,850.00	\$ 3,700.00	-	\$ -	-	\$ -		-	\$ -	\$ 2,710.80	\$ 2,710.80	73.3%	\$ 989.20
5010	2.5" PVC - Water	60.00	FT	\$ 17.00	\$ 1,020.00	-	\$ -	-	\$ -		-	\$ -	\$ 112.32	\$ 112.32	11.0%	\$ 907.68
5020	2.5" Tap & Saddle	1.00	EA	\$ 1,000.00	\$ 1,000.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 1,000.00	
5030	2.5" Stub	1.00	EA	\$ 1,200.00	\$ 1,200.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 1,200.00	
5040	8" PVC - Water	2,210.00	LF	\$ 46.00	\$ 101,660.00	2,405.000	\$ 110,630.00		\$ -		2,405.00	\$ 110,630.00	\$ -	\$ 110,630.00	108.8%	\$ (8,970.00)
5050	8" 45-Degree Bend	4.00	EA	\$ 1,100.00	\$ 4,400.00	3.000	\$ 3,300.00		\$ -		3.00	\$ 3,300.00	\$ -	\$ 3,300.00	75.0%	\$ 1,100.00
5060	8" 22.5-Degree Bend	1.00	EA	\$ 800.00	\$ 800.00	1.000	\$ 800.00		\$ -		1.00	\$ 800.00	\$ -	\$ 800.00	100.0%	\$ -
5070	8" Tee	5.00	EA	\$ 1,400.00	\$ 7,000.00	9.000	\$ 12,600.00		\$ -		9.00	\$ 12,600.00	\$ -	\$ 12,600.00	180.0%	\$ (5,600.00)
5080	8" Gate Valve Box	12.00	EA	\$ 3,100.00	\$ 37,200.00	14.000	\$ 43,400.00		\$ -		14.00	\$ 43,400.00	\$ -	\$ 43,400.00	116.7%	\$ (6,200.00)
5090	8" Cap/Plug - Water	2.00	EA	\$ 2,500.00	\$ 5,000.00	4.000	\$ 10,000.00		\$ -		4.00	\$ 10,000.00	\$ -	\$ 10,000.00	200.0%	\$ (5,000.00)
5100	8" Stub	1.00	EA	\$ 1,400.00	\$ 1,400.00	3.000	\$ 4,200.00		\$ -		3.00	\$ 4,200.00	\$ -	\$ 4,200.00	300.0%	\$ (2,800.00)
5110	Fire Hydrant	3.00	EA	\$ 7,500.00	\$ 22,500.00	3.000	\$ 22,500.00		\$ -		3.00	\$ 22,500.00	\$ -	\$ 22,500.00	100.0%	\$ -
5120	10x8 Water Tie into Existing	2.00	EA	\$ 7,500.00	\$ 15,000.00	2.000	\$ 15,000.00		\$ -		2.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.0%	\$ -
5130	16" Casing Open Cut - Water Line	270.00	LF	\$ 215.00	\$ 58,050.00	320.000	\$ 68,800.00		\$ -		320.00	\$ 68,800.00	\$ -	\$ 68,800.00	118.5%	\$ (10,750.00)
6010	16" Jack & Bore - Sanitary	170.00	LF	\$ 400.00	\$ 68,000.00	170.000	\$ 68,000.00		\$ -		170.00	\$ 68,000.00	\$ -	\$ 68,000.00	100.0%	\$ -
6020	8" SDR 26 PVC - Sanitary	1,326.00	LF	\$ 54.00	\$ 71,604.00	1,518.000	\$ 81,972.00	250.00	\$ 13,500.00		1,768.00	\$ 95,472.00	\$ -	\$ 95,472.00	133.3%	\$ (23,868.00)
6030	Outside Drop - Sanitary	2.00	EA	\$ 4,250.00	\$ 8,500.00	2.000	\$ 8,500.00		\$ -		2.00	\$ 8,500.00	\$ -	\$ 8,500.00	100.0%	\$ -
6040	Sanitary Sewer Manholes - Sanitary	9.00	EA	\$ 8,000.00	\$ 72,000.00	9.000	\$ 72,000.00	2.00	\$ 16,000.00		11.00	\$ 88,000.00	\$ -	\$ 88,000.00	122.2%	\$ (16,000.00)
6050	8" Tie into Existing SSMH	1.00	EA	\$ 7,250.00	\$ 7,250.00	2.000	\$ 14,500.00	1.00	\$ 7,250.00		3.00	\$ 21,750.00	\$ -	\$ 21,750.00	300.0%	\$ (14,500.00)
7010	Temporary Signal Installation	1.00	LS	\$ 163,000.00	\$ 163,000.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 163,000.00	
7020	Transmission Relocation	1.00	LS	\$ 399,815.00	\$ 399,815.00	1.181	\$ 472,248.62		\$ -		1.18	\$ 472,248.62	\$ -	\$ 472,248.62	118.1%	\$ (72,433.62)
8010	Gas Line Work	1.00	LS	\$ 45,000.00	\$ 45,000.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 45,000.00	
8020	Commercial Sign	1.00	LS	\$ 65,000.00	\$ 65,000.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 65,000.00	
8030	Landscaping	1.00	LS	\$ 195,975.00	\$ 195,975.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 195,975.00	
8040	Testing Allowance	1.00	LS	\$ 45,000.00	\$ 45,000.00	0.639	\$ 28,773.00	0.08	\$ 3,420.00		0.72	\$ 32,193.00	\$ -	\$ 32,193.00	71.5%	\$ 12,807.00
8050	Rock Allowance	1.00	LS	\$ 80,000.00	\$ 80,000.00	0.749	\$ 59,880.00		\$ -		0.75	\$ 59,880.00	\$ -	\$ 59,880.00	74.9%	\$ 20,120.00
8060	Electrical Service to Plaza Allowance	1.00	LS	\$ 102,000.00	\$ 102,000.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 102,000.00	
8070	NPDES Inspection & Reporting Allowance	1.00	LS	\$ 9,900.00	\$ 9,900.00	0.486	\$ 4,811.40		\$ -		0.49	\$ 4,811.40	\$ -	\$ 4,811.40	48.6%	\$ 5,088.60
8080	Environmental Permitting	1.00	LS	\$ 3,500.00	\$ 3,500.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 3,500.00	
8090	County Permits Allowance	1.00	LS	\$ 1,500.00	\$ 1,500.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 1,500.00	
8100	Light Poles Allowance	7.00	EA	\$ 1,800.00	\$ 12,600.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 12,600.00	
8110	Survey & As-Built Easements	1.00	LS	\$ 10,000.00	\$ 10,000.00	-	\$ -	-	\$ -		-	\$ -	\$ -	\$ -	\$ 10,0	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Lake Country Village												Application Number:		11	
Application Period:	9/30/25-10/29/25												Application Date:		10/29/2025	
A					B						C	D	E	F		
Item		Contract Information			Quantity Previously Billed	Amount Previously Billed					Quanties Billed This Period	Amount Billed This Period	Total Quantity Installed	Value of Work Installed to Date	Materials Prescntly Stored (not in C)	
Bid Item No.	Description	Item Quantity	Units	Unit Price			Total Value of Item (\$)									
8120	GDOT Performance Bond	1.00	LS	\$ 70,000.00	\$ 70,000.00	-	\$ -		\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ 70,000.00
8130	Survey Property Corners / Monuments	1.00	LS	\$ 15,000.00	\$ 15,000.00	-	\$ -		\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ 15,000.00
8140	Fencing Around Storm Pond	1,770.00	LF	\$ 40.00	\$ 70,800.00	-	\$ -		\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ 70,800.00
8150	Communication & Cable Allowance	1.00	LS	\$ 100,000.00	\$ 100,000.00	-	\$ -		\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ 100,000.00
8160	Utility Locate for Pre-construction	1.00	LS	\$ 25,000.00	\$ 25,000.00	-	\$ -		\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ 25,000.00
8170	Utility Relocation	1.00	LS	\$ 150,000.00	\$ 150,000.00	0.541	\$ 81,102.27		\$ -	0.54	\$ 81,102.27	\$ -	\$ 81,102.27	54.1%	\$ 68,897.73	
				\$ -	\$ -	-	\$ -		\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -
CO 1	Dam Repairs	1.00	LS	\$ 25,158.88	\$ 25,158.88	1.58	\$ 39,751.03	0.33	\$ 8,176.64	1.91	\$ 47,927.67	\$ -	\$ 47,927.67	190.5%	\$ (22,768.79)	
		-		\$ -	\$ -	-	\$ -		\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -
		-		\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -
																\$ -
	Totals				\$ 5,951,661.54		\$ 3,959,409.32		\$ 411,719.49		\$ 4,371,128.81	\$ 7,520.34	\$ 4,378,649.15	73.6%	\$ 1,573,012.39	

File Attachments for Item:

10. Approval of FY 2025 Budget Amendment #2 (staff-Finance)

2025 BUDGET AMENDMENT #2

	Increase (Decrease) to Current Budget	Total
General Fund Revenues:		
Taxes:		671,095
Real Property Tax	1,405	
Timber Tax	1,305	
Real Propoerty Tax - Prior Year	635	
Motor Vehicle Tax	5,075	
Title Ad Valorem Tax	236,485	
Moblle Home Tax	5	
Intangible Tax	23,415	
Other Personal Property Tax - Prior Years	50	
Real Estate Transfer Tax	11,590	
Local Option Sales Tax	390,160	
Penalties/Interest Delinquent Taxes	970	
License & Permits:		55,505
Building Permit-City	53,830	
Fireworks Permits	1,075	
Fire Inspection Fees	600	
Intergovernmental:		46,225
Grant-Transit Trust Fund	31,610	
Grant-Fire Stations	14,615	
Charges for Services		(120,340)
Ambulance Services	(120,340)	
Interest & Miscellaneous:		103,460
Interest Earned	60,795	
Reimb - Damaged Property	405	
Miscellaneous Revenue	6,045	
Revenue-Sale of Assets	33,955	
Donations	2,260	
Appropriation from Fund Balance		(755,945)
Total General Fund Revenue Adjustment		0
General Fund Expenditures:		
General Administration	(170,000)	
Risk Management	(10,000)	
Public Buildings	71,285	
State Court	695	
State Court Judge	2,710	
Magistrate Court	6,385	
Juvenile Court - Ocmulgee Circuit	8,515	

2025 BUDGET AMENDMENT #2

	Increase (Decrease) to Current Budget	Total
Public Defender's Office	8,390	
Juvenile Court	(61,985)	
Sheriff and Jail Operations	(100,820)	
Fire Stations & Rescue	162,435	
Public Works	124,110	
Public Transit System	11,815	
Recreation Department	(23,000)	
Uncle Remus Golf Course	69,260	
County Extension	55	
Planning & Development	(100,000)	
Edgewater Event Center	150	
Total General Fund Expenditure Adjustment		0
Special Service District Revenues:		
License & Permits (Building Permits - County)		142,545
Charges for Services (Animal Service Fees - City)		1,745
Total Special Service District Revenue Adjustment		144,290
Special Service District Expenditures:		
Animal Control - City	1,745	
Planning & Development	129,305	
Total Special Service District Expenditure Adjustment		131,050
Law Library Revenues		1,380
Jail Fund Revenues		13,000
Juvenile Services Fund Revenues		3,945
Hotel/Motel Tax Fund Revenues		183,335
Hotel/Motel Tax Fund Expenditures		149,015
Local Maintenance Improvement Grant Revenues		663,905
Juvenile Prosecutors Fund Revenues		69,870
Juvenile Prosecutors Fund Expenditures		5,100
Solid Waste Fund - Revenues		11,700

File Attachments for Item:

11. Appointments to the Lake Oconee Area Development Authority (staff-CC)

NAME	ADDRESS	DISTRICT	BACKGROUND	APPLICATION DATE
Kevin Beasley	191 Alexander Lakes Drive	1	Doctorate Degree in Ed Leadership; Served with the Central Georgia Joint Development Authority	6/11/2025
Nick Marine	133 Moudy Lane	3	BA Management St. Leo University 1991, 25+ years Senior Enlisted Advisor - US Navy Retired; President Marine Plumbing SVC; State of Georgia State construction and licensing board appointed by Gov. Kemp and Gov. Deal	10/24/2025
Barry Chambers	107 Sinclair Lane	4	College graduate	10/27/2025
NOTES:				
There are two vacancies:				
Cynthia Wallace	Term Expired 9/1/2024			
Gary Sanders	Term Expired 9/1/2024			
Please specify term ending date of 11-7-2030				

PUTNAM COUNTY BOARD OF COMMISSIONERS



JUN 11 2025 AM 9:31

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
 706-485-5826 ♦ 706-923-2345 fax
www.putnamcountyga.us

APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Kevin Beasley Home Phone: _____
 Address: 191 Alexander Lakes Drive Work Phone: _____
Eatonton, GA Cell Phone: [REDACTED]
 Occupation: Construction E-mail: [REDACTED]

I would like to apply for appointment to the following Board, Committee, or Authority:
Lake Oconee Area Development Authority

Which district do you live in? ☒ 1 ☐ 2 ☐ 3 ☐ 4

Briefly explain your educational background Doctorate degree in Ed Leadership

Are you an owner or officer in any business or corporation? ☐ Yes ☒ No

If yes, please list the name and activity of the business or corporation: _____

Please explain any previous experience with State or Local Government: Served with the Central Georgia Joint Development Authority

Briefly explain why you seek this appointment: I am interested in helping my community
that I plan to be a part of for many years to come

If appointed, I agree to serve.

KEVIN BEASLEY
 Signature

6/11/25
 Application Date

*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

slw
OCT 24 2025 AM 10:15



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 ♦ 706-923-2345 fax
www.putnamcountyga.us

APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Nick Marine Home Phone: [REDACTED]
Address: 133 Moudy Lane Work Phone: [REDACTED]
Eatonton GA 31024 Cell Phone: [REDACTED]
Occupation: [REDACTED] E-mail: [REDACTED]

I would like to apply for appointment to the following Board, Committee, or Authority:
Chairman - Lake Oconee Area Development Authority:

Which district do you live in? ☐ 1 ☐ 2 ☒ 3 ☐ 4

Briefly explain your educational background BA Management St Leo University 1991
25+ years Senior Enlisted Advisor- US Navy Retired

Are you an owner or officer in any business or corporation? ☒ Yes ☐ No

If yes, please list the name and activity of the business or corporation: President Marine Plumbing SVC

Please explain any previous experience with State or Local Government: [REDACTED]
State of Georgia State construction and licensing board Appointed by Gov Kemp & Gov Deal

Briefly explain why you seek this appointment: [REDACTED]
To revitalize, provide new vision to Lake Oconee Area Development Authority board.
Ensure close relationship with Greene and Putnam counties.

If appointed, I agree to serve.

[Signature]
Signature

Oct 20, 2025
Application Date

OCT 27 2025 AM 8:56



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
 706-485-5826 ♦ 706-923-2345 fax
www.putnamcountyga.us

APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Barry Chambers Home Phone: _____
 Address: 107 Sinclair Lane Work Phone: _____
Eatonton, Ga 31024 Cell Phone: [REDACTED]
 Occupation: Retired E-mail: [REDACTED]

I would like to apply for appointment to the following Board, Committee, or Authority:
Lake Oconee Area Development Authority

Which district do you live in? ☐ 1 ☐ 2 ☐ 3 ☐ 4

Briefly explain your educational background College Graduate

Are you an owner or officer in any business or corporation? ☐ Yes ☐ No

If yes, please list the name and activity of the business or corporation: _____

Please explain any previous experience with State or Local Government: None

Briefly explain why you seek this appointment: Interested in the future development of the local area
Both commercial and residential. With my my past business experience I may be able to offer assistanc

If appointed, I agree to serve.

Signature

10-26-25

Application Date

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826
www.putnamcountyga.us

NOTICE

The Putnam County Board of Commissioners is seeking individuals interested in serving on the **Lake Oconee Area Development Authority**. This is a joint Authority with Greene & Putnam counties. The candidates should be dedicated, fair minded, not self-serving and willing to devote the time necessary for the position.

Interested persons should submit an **application** to the Putnam County Board of Commissioners, 117 Putnam Drive, Suite A, Eatonton, Georgia 31024. Applications will be accepted until the position is filled. The board application form can be found on the county website at www.putnamcountyga.us (in the "How Do I..." or "Forms & Documents" sections) or by calling 706-485-5826.

10/03/2024 & 10/10/2024

LAKE OCONEE AREA DEVELOPMENT AUTHORITY
Putnam County Members

MEMBER

TERM EXPIRES

Cynthia Wallace 09/01/2024

182 Lower Harmony Road
Eatonton, GA 31024

Shane E. Hill 05/01/2026

106 Dogwood Point
Eatonton, GA 31024
Work Phone: (706) 485-3551

Gary Sanders 09/01/2024

102 Kathryn Court
Eatonton, GA 31024

Work Phone: 706-485-3311

Scott Joris 05/01/2026

167 Collis Road
Eatonton, GA 31024

Lynn Butterworth

From: Cynthia Wallace [REDACTED]
Sent: Tuesday, June 10, 2025 12:17 PM
To: Lynn Butterworth
Subject: Re: Lake Oconee Area Development Authority

Lynn I am slowing down (in other words getting old) so I do not wish to be on that board. Thank you for all you do for us!

Cynthia Wallace
REALTOR®



Algin Realty

Mobile: [REDACTED]

On Jun 10, 2025, at 11:53 AM, Lynn Butterworth <lbutterworth@putnamcountyga.us> wrote:

Good morning,

Your term on the Lake Oconee Area Development Authority expired September 1, 2024. If you are interested in staying on the board, please complete an application and return it to me.

Thanks!

Lynn Butterworth

Putnam County Clerk
 Putnam County Board of Commissioners
 117 Putnam Drive, Suite A
 Eatonton, GA 31024
 706-485-5826 (main)
 706-485-1877 (desk)
 706-752-8434 (cell/text)
www.putnamcountyga.us

<Board application fill-in2 with signature.pdf>

File Attachments for Item:

12. Authorization for Chairman to sign a Resolution to Request Local Legislation to Amend the Local Act Creating the Board of Commissioners for Putnam County to Establish the Procedure for Vacancies in Office ("Gary McElhenney Resolution") (staff-CM)

A RESOLUTION TO REQUEST LOCAL LEGISLATION TO AMEND THE LOCAL ACT CREATING THE BOARD OF COMMISSIONERS FOR PUTNAM COUNTY TO ESTABLISH THE PROCEDURE FOR VACANCIES IN OFFICE

WHEREAS, on May 26, 2024, Putnam County Commissioner Gary Phillip McElhenney passed away while serving as the elected representative for the citizens of District One in Putnam County, leaving both a vacancy in the local governing authority and in the community at large;

WHEREAS, the Putnam County Board of Commissioners (hereinafter “Board”), has determined that it is in the best interest of the County for the immediate and temporary appointment of interim Commissioners to fill vacancies which may arise on the Board;

WHEREAS, the Board finds that the administration of local government will be improved by setting forth such a procedure; and

WHEREAS, the General Assembly of the State of Georgia has the authority to establish this procedure through local legislation.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Putnam County that it is requested that Trey Rhodes, Representative from the 124th House District and Rick Williams, Senator from the 25th Senate District, shall introduce the following amendment language, or substantively equivalent language, as an Act creating the board of commissioners for Putnam County to be approved during the 2025 session of the Georgia General Assembly:

Section 3. – Vacancies and Elections

(a)

- (1) The members of the board holding office on the effective date of this section and any persons selected to fill vacancies in such offices shall serve out the terms of office to which they were elected and until their successors are elected and qualified as previously established by law with successive terms to follow thereafter.
- (2) Notwithstanding any other provision of law to the contrary, when any vacancy occurs for any reason other than the expiration of a term of office, the remaining members of the county governing authority shall appoint a successor to fill the office. If the unexpired term to be filled is less than 12 months in duration, such appointee shall serve the remainder of the unexpired term. If the unexpired term exceeds 12 months in duration, such appointee shall serve until a successor is elected and qualified by a special election in accordance with the provisions of Chapter 2 of Title 21 of the O.C.G.A., the ‘Georgia Election Code,’ as now or hereafter amended.

IN WITNESS WHEREOF, this resolution has been duly adopted by the governing authority of Putnam County, Georgia on the 7th day of November 2025.

Chairman B. W. “Bill” Sharp

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of an original resolution adopted by the Putnam County Board of Commissioners on the 7th day of November 2025.

In witness whereof, I hereunto set my hand and affix the seal of Putnam County, this 7th day of November 2025.

County Clerk
Lynn Butterworth

[Affix Seal]

File Attachments for Item:

13. Discussion and possible action to place up to a six month moratorium on Data Centers (SH)

Supporting Information for “Discussion and possible action to place up to a six month moratorium on Data Centers” from Commissioner Hersey:

"The increased use of "cloud services" and AI have produced a demand for Data Centers. Our current Ordinance does not address this issue directly. A moratorium will provide time to amend the Ordinance so as to be proactive on this issue. In particular we need to address the issues of electricity demand, water demand, zoning, land requirements, noise, taxation, decommissioning, and other issues specific to data centers."

File Attachments for Item:

14. Discussion and possible action to formalize an optional response by board members to public comment (RG)

Supporting Information for “Discussion and possible action to formalize an optional response by board members to public comment” from Commissioner Garrett:

Public comments at Board of Commissioner (BOC) meetings are a vital way for citizens to voice their views and for commissioners and staff to gauge public mood on important issues.

The practice of the Putnam County BOC is not to respond to public comments during the meeting. Citizens are invited to speak with commissioners individually or email their concerns.

The downside of the BOC’s “no response” approach is that citizens may walk away feeling that the commissioners do not care about their issue. This breeds cynicism, undermines citizen engagement in local government, and contributes to the stereotype of unmoved and unresponsive elected officials.

Some issues aired by citizens via public comments might be clarified or even addressed by a few words from the chairperson or a commissioner; and other members of the public (in the room and online) might be enlightened about an otherwise unclear matter.

I propose a formalized opportunity at every regular BOC meeting for individual commissioners to respond to public comments immediately after the final citizen signed up to address the BOC (under Public Comments) has concluded their remarks.

There will be no obligation for any commissioner to respond to any public comments at any meeting.

Members of the public will not have the right to respond to any commissioner or staff response to public comments.

The relevant portion of the Putnam County code is Sec. 2-42. - Public participation, which states that “While the chairperson may recognize board members or staff during public comment, there is no obligation to respond to or address comments made by members of the public.”

I propose that this be amended to “At the conclusion of public comments, the chairperson will give board members and staff the opportunity to offer a brief response to one or more public comments. There is no obligation for board members or staff to respond to or address comments made by members of the public”.

Any change would be enacted consistent with Sec. 1-14 (the county’s process for amending an ordinance).

File Attachments for Item:

15. Discussion and possible action to restrict the current Putnam County moratorium on all new rezoning applications to north of Highway 16 (RG)

Supporting Information for “Discussion and possible action to restrict the current Putnam County moratorium on all new rezoning applications to north of Highway 16” from Commissioner Garrett:

On Tuesday September 16th, 2025, the BOC approved a moratorium on all rezoning countywide (for up to six months). The primary target of the moratorium is to pause rapid development trends in the Lake Oconee area (District 3 and parts of District 1) and consider revised code and other possible changes (e.g., development standards).

A countywide moratorium is disproportionate and unnecessarily hinders development in other parts of the county where no over-development allegations have been identified.

Limiting the moratorium to parcels north of Highway 16 would acknowledge different development contexts across the county, help the BOC focus possible ordinance and other reforms, and respect the rights of property owners.

File Attachments for Item:

16. Discussion and possible action to schedule a Town Hall meeting to allow for public comment to inform the BOC's ongoing "Development" discussions. Proposed Date: Thursday December 4th at 6 p.m.
(RG)

Supporting Information for “Discussion and possible action to schedule a Town Hall meeting to allow for public comment to inform the BOC's ongoing "Development" discussions. Proposed Date: Thursday December 4th at 6pm.” from Commissioner Garrett:

The BOC have embarked on a wide-ranging discussion of possible code revisions and other reforms concerning property development in the county. The BOC would benefit from public input, including a Town Hall meeting.