INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE SPECIAL PURPOSE SALES AND USE TAX

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement") is made and entered into as of the _____ day of July, 2025, among HABERSHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), the TOWN OF ALTO, GEORGIA ("Alto"), the CITY OF BALDWIN, GEORGIA ("Baldwin"), the CITY OF CLARKESVILLE, GEORGIA ("Clarkesville"), the CITY OF CORNELIA, GEORGIA ("Cornelia"), the CITY OF DEMOREST, GEORGIA ("Demorest"), the TOWN OF MOUNT AIRY, GEORGIA ("Mount Airy") and the CITY OF TALLULAH FALLS, GEORGIA ("Tallulah Falls"), each a municipal corporation of the State of Georgia (singularly, "City" and collectively, the "Cities").

W I T N E S S E T H:

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

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-110 et seq., as amended (the "Sales and Use Tax Act") to levy and collect a one percent sales and use tax (the "Sales and Use Tax") for the purpose of funding capital outlay projects to be owned and/or operated by the County and/or the Cities (the "Projects") and paying existing general obligation debt (the "Debt"); and

WHEREAS, there is currently imposed within the County a one percent (1%) Sales and Use Tax, which is expected to terminate on March 31, 2027 ("SPLOST VII"); and

WHEREAS, the Board of Commissioners of Habersham County (the "Board") has determined that it is in the best interests of the citizens of the County that the Sales and Use Tax be continued in the County for the purpose of funding vital capital outlay projects; and

WHEREAS, the Board intends to call for a special election to occur on November 4, 2025, to authorize the issuance of up to $52,000,000 in aggregate principal amount of general obligation bonds to finance the new Habersham County Jail (the "Bonds") and the continuation of the Sales and Use Tax, which shall commence immediately upon the completion of SPLOST VII and continue for a term of six (6) years thereafter for the purposes of raising an estimated $75,937,510 to fund the payment of debt service on the Bonds during the term of the Sales and Use Tax and the hereinafter defined Projects ("SPLOST VIII"); and

WHEREAS, the Sales and Use Tax Act authorizes the County and the Cities to enter into an "intergovernmental agreement" (as defined in the Sales and Use Tax Act) pursuant to the

Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the proceeds of SPLOST VIII; and

WHEREAS, representatives of the County and Cities have met to discuss possible projects for inclusion in the SPLOST VIII referendum in conformance with the requirements of O.C.G.A. § 48-8-111(a) and all procedural and substantive requirements required by the Act to formalize this Agreement have been satisfied; and

WHEREAS, the County and the Cities propose to enter into this Agreement relating to the Projects and SPLOST VIII;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities DO HEREBY AGREE, as follows:

ARTICLE 1.

EFFECTIVE DATE

This Agreement shall become effective upon its execution and shall continue in effect until the earlier of (a) the failure of the referendum referred to in Article IV or (b) the termination of SPLOST VIII in accordance with the Sales and Use Tax Act and the completion of the hereinafter defined Projects in accordance with this Agreement.

ARTICLE 2.

REPRESENTATIONS

(a) Each City makes the following representations as the basis for the undertakings on its part herein contained:

(1) The City is a municipal corporation duly created and organized under the Constitution and laws of the State of Georgia (hereinafter the "State"). Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(2) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery and performance by the City of this Agreement do not violate any ordinances of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(4) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor): (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(5) The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(6) The City is a "qualified municipality" within the meaning of the Sales and Use Tax Act. The Cities contain no less than 50% of the aggregate municipal population located within the County.

(b) The County makes the following representations as the basis for the undertakings on its part herein contained:

(1) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver and perform its obligations under this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(2) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(4) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(5) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation or other

legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(c) It is the intention of the County and Cities to comply in all respects with O.C.G.A. § 48-8-110, *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110, *et seq.*

ARTICLE 3.

PROJECT PROVISIONS; DEBT SERVICE

The Cities and the County agree, as follows:

(a) The proceeds of the Sales and Use Tax will be used to fund all or a portion of the following projects: (i) the debt service on the Bonds (hereinafter defined); (ii) the County Projects; and (iii) the City Projects (collectively referred to hereinafter as the "Projects"). The amount of the debt service on the Bonds and the estimated costs of the Projects are set forth below:

DEBT SERVICE AND COUNTY PROJECTS	Estimated Cost
Debt Service *Debt Service on $20,000,000 of the General Obligation Bonds issued to fund the construction of the new Habersham County Jail.*	$20,000,016
Sheriff's Department Vehicles and Equipment	$1,000,000
Phase II of the Central Base Fire, EMS, and 911 Building *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$11,000,000
Fire Department Equipment, Vehicles, and Renovations *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$8,556,282
EMS Equipment and Vehicles *including, but not limited to, the refurbishment and repair of existing equipment and vehicles.*	$2,589,650
Roads and Bridges *including, but not limited to, the construction, repair, repaving, and restriping of county roads and bridges, and all necessary engineering, construction, materials, and equipment.*	$12,950,000
Landfill Improvements *including, but not limited to, necessary Equipment and Vehicles.*	$1,500,000

Parks and Recreation Field and Facility Improvements *including, but not limited to improvements to Parks and Recreations fields and facilities, additional parking for the Administration Building, and all necessary engineering, construction, materials, and equipment.*	$500,000
Industrial Park and Airport Improvements *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$500,000
Total County Projects	$58,595,932
TOWN OF ALTO PROJECTS	
Water System Improvements *including, but not limited to, Water System Monitoring, Water Meter Upgrades, and Water Storage Tank and all necessary engineering, construction, materials, and equipment.*	$375,386
Road Repairs, Repaving, and Restriping *including, but not limited to, the repair, repaving, and restriping of town roads and parking lots, and all necessary engineering, construction, materials, and equipment.*	$110,000
Public Safety *including, but not limited to, 911 System Upgrades, Radios, GCIC and PD Equipment.*	$69,000
New Public Works and Water Department Building *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$200,000
Total Alto Projects	$754,386
CITY OF BALDWIN PROJECTS	
Roads and Bridges *including, but not limited to, the repair, repaving, and restriping of city roads and bridges, and all necessary engineering, construction, materials, and equipment.*	$1,300,000
Recreation *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$135,000
Public Safety *including, but not limited to, all necessary engineering, construction, materials, vehicles, and equipment.*	$247,000

Public Works *including, but not limited to, all necessary engineering, construction, materials, vehicles, and equipment.*	$380,786
Water and Sewer Infrastructure *including, but not limited to, all necessary engineering, construction, materials, vehicles, and equipment.*	$1,550,004
Total Baldwin Projects	$3,612,790
CITY OF CLARKESVILLE PROJECTS	
Public Safety *including, but not limited to, all necessary engineering, construction, materials, vehicles, and equipment.*	$1,450,000
Water and Sewer Infrastructure *including, but not limited to, all necessary engineering, construction, materials, vehicles, and equipment.*	$300,000
Roads and Bridges *including, but not limited to, the repair, repaving, and restriping of city roads and bridges, and all necessary engineering, construction, materials, and equipment.*	$371,467
Improvements to Park *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$200,000
Total Clarkesville Projects	$2,321,467
CITY OF CORNELIA PROJECTS	
New Downtown Parking Lot *including, but not limited to, all necessary engineering, construction, materials, and equipment*	$850,000
Public Safety, *including, but not limited to:*	
Fire Turnout Gear	$60,000
Police Vehicles	$1,780,000
Cameras	$600,000
Street Improvements *including, but not limited to, the repair, repaving, and restriping of city roads and bridges, and all necessary engineering, construction, materials, and equipment.*	$1,564,469

Sidewalk Improvements *including, but not limited to, sidewalk repair and all necessary engineering, construction, materials, and equipment.*	$900,000
Park Upgrade Project *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$440,000
Total Cornelia Projects	$6,194,469
CITY OF DEMOREST PROJECTS	
Public Safety *including, but not limited to, all necessary engineering, construction, materials, vehicles, and equipment.*	$1,211,000
Park Improvements *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$200,000
Roads and Bridges *including, but not limited to, the repair, repaving, and restriping of city roads and bridges, and all necessary engineering, construction, materials, and equipment.*	$250,000
City Hall Improvements *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$200,000
Public Utilities Improvements *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$595,000
Total Demorest Projects	$2,456,000
TOWN OF MOUNT AIRY PROJECTS	
Water and Sewer Infrastructure *including, but not limited to, all necessary engineering, construction, materials, vehicles, and equipment.*	$900,000
Roads and Bridges *including, but not limited to, the repair, repaving, and restriping of city roads and bridges, and all necessary engineering, construction, materials, and equipment.*	$425,000

Public Safety *including, but not limited to, all necessary engineering, construction, materials, vehicles, and equipment.*	$125,000
Parks and Recreation *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$30,000
Public Facilities *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$100,000
Downtown Development *including, but not limited to, all necessary engineering, construction, materials, and equipment.*	$109,775
Total Mount Airy Projects	$1,689,775
CITY OF TALULLAH FALLS PROJECTS	
Roads and Bridges *including, but not limited to, the repair, repaving, restriping, and drainage of city roads and bridges, and all necessary engineering, construction, materials, and equipment.*	$156,000
Water System Improvements *including, but not limited to, Water System Monitoring, Water Meter Upgrades, and Water Storage Tank and all necessary engineering, construction, materials, and equipment.*	$156,691
Total Talullah Falls Projects	$312,691
TOTAL DEBT SERVICE AND ESTIMATED PROJECT COSTS	**$75,937,510**

(b) Each of the Projects may include the acquisition of land, equipment and vehicles and other capital costs related to such Project.

(c) The County shall own and/or operate the County Projects. The City Projects shall be owned and/or operated by each respective City

(d) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. Each City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring its respective City Projects.

(e) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Each City shall supervise or cause the supervision of the acquisition, construction and equipping of its respective City Projects.

(f) The costs of the Projects set forth above are estimates based upon the estimated SPLOST VIII collections and the needs of the County and the Cities at the time the Agreement was executed. The County and the Cities have acknowledged and agreed that the actual SPLOST VIII collections may vary from the estimated amounts and that the needs of the County and/or the Cities may change. Therefore, the County has the sole right under the Agreement to determine how much it will spend on the County Projects (other than the Habersham County Jail Project), and the Cities have the sole right under the Agreement to determine how much they will spend on the City Projects. Furthermore, the County may fund the County Projects in any order or priority it may deem necessary or convenient (other than the Habersham County Jail Project), and the Cities may fund the City Projects in any order or priority they may deem necessary or convenient.

(g) The County and Cities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership within ten (10) years of the SPLOST expiration, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

ARTICLE 4.

CALLING REFERENDUM; COLLECTION TERM

(a) The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 4th day of November, 2025, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether general obligation bonds in an aggregate principal amount of up to $52,000,000 shall be issued by the County to finance the new Habersham County Jail (the "Bonds") and a sales and use tax of one percent shall be continued on all sales and uses in the County for a period of time of six (6) years for the purpose of raising an estimated $75,937,510 to fund (a) the payment of $20,000,000 in debt service on the Bonds during the term of SPLOST VIII and (b) the completion of the County and City Projects. The County shall pay all costs relating to the SPLOST VIII referendum.

(b) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, SPLOST VIII shall be collected for a period of six (6) years.

ARTICLE 5.

DIVISION OF SALES AND USE TAX

(a) The first $277,778 of SPLOST VIII proceeds received from the Georgia Department of Revenue each month by the County shall be retained by the County (the "Monthly Deposit") and used to pay debt service on the Bonds (the "Debt Service"). Thereafter, the remaining SPLOST VIII proceeds received from the Georgia Department of Revenue each month shall be divided among the County and Cities according to the following percentages:

County	68.997%
Alto	1.349%

Baldwin	6.459%
Clarksville	4.150%
Cornelia	11.074%
Demorest	4.391%
Mount Airy	3.021%
Tallulah Falls	0.559%
Total	100.000%

(b) For any overage of the total Sales and Use Tax proceeds after the estimated amount of $75,937,510.00 collected, said overage of Sales and Use Tax proceeds shall be divided among the County and Cities according to the same percentages provided in Article 5(a).

ARTICLE 6.

DISTRIBUTION OF SALES AND USE TAX PROCEEDS

(a) The SPLOST VIII Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "SPLOST VIII Account"). Within the SPLOST VIII Account, the County shall create nine subaccounts: the "Debt Service Account, "County Account," the "Alto Account," the "Baldwin Account," the "Clarkesville Account," the "Cornelia Account," the "Demorest Account," the "Mount Airy Account" and the "Tallulah Falls Account" (together with the other accounts of the cities, the "City Accounts").

(b) The SPLOST VIII collections used to pay the Debt Service shall be deposited into the Debt Service Account. The SPLOST VIII collections used to pay the County Projects shall be deposited in the County Account. The SPLOST VIII collections used to pay the City Projects shall be deposited into the City Accounts.

(c) After the Monthly Deposit has been made into the Debt Service Account each month, the County shall deposit to each remaining account an amount equal to the percentages set for in Article 5 hereof. The County shall remit the monies in the City Accounts to the Cities once a month. Each of the Cities shall create and maintain a separate account for the receipt and disbursement of the City's portion of the SPLOST VIII proceeds (the "City Proceeds Accounts"). The SPLOST VIII Account, the subaccounts created herein, and the City Proceeds Accounts shall be used exclusively for the purposes set forth in this Agreement.

ARTICLE 7.

BONDS

(a) The ballot shall contain the language needed to authorize the issuance of the Bonds.

(b) The Debt Service shall be paid first from the Monthly Deposit retained by the County pursuant to Article 5(a). In the event that there are insufficient SPLOST VIII proceeds to pay the Debt Service, the County shall pay any shortfall from its general fund. In the event for

any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on the accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general fund. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the County shall immediately make such payments to the paying agent for the Bonds if for any reason the payment of such obligations shall not otherwise have been timely made.

(c) The obligation of the County to pay Debt Service and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Bonds shall have been paid in full or provision for the payment thereof shall have been made, the County (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the failure to complete any Project, a defect in any Project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

(e) The County shall be responsible for all aspects of the Bond issuance process. The County will select the underwriter, bond counsel, local counsel, etc.

ARTICLE 8.

RECORD KEEPING

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts. The Cities shall have the right to review and be provided copies of all such records upon request to the County. Likewise, the Cities shall keep detailed records of its City Proceeds Account. The County shall have the right to review and be provided with copies of all such records upon request.

(b) The County and the Cities shall keep a record of each and every of its Projects for which the proceeds of SPLOST VIII are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that a City does not comply with the requirements of this paragraph, the County nor any other City shall be held liable in any manner for such noncompliance. In the event that the County does not comply with the requirements of this paragraph, no City shall be held liable in any manner for such noncompliance. In the event that any City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance.

ARTICLE 9.

MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-30 et seq., as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to the distribution and use of Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the City with respect to distribution and use of the Sales and Use Tax proceeds.

(f) No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

(g) This Agreement shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

SIGNATURE SHEETS FOR EACH PARTY TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

HABERSHAM COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Jimmy Tench, Chairman
Habersham County Board of Commissioners

Attest: _____ _____
Brandalin Carnes, County Clerk Date

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

TOWN OF ALTO, GEORGIA

(CITY SEAL)

By: _____
Gail Armour, Mayor

Attest: _____ _____
Penny Rogers, Town Clerk Date

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

CITY OF BALDWIN, GEORGIA

(CITY SEAL)

By: _____
Stephanie Almagno, Mayor

Attest: _____ _____
Erin Gathercoal, City Clerk Date

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

CITY OF CLARKESVILLE, GEORGIA

(CITY SEAL)

By: _____
Barrie Aycock, Mayor

Attest: _____ _____
Julie Poole, City Clerk Date

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

CITY OF CORNELIA, GEORGIA

(CITY SEAL)

By: _____
John Borrow, Mayor

Attest: _____ _____
Debbie Turner, City Clerk Date

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

CITY OF DEMOREST, GEORGIA

(CITY SEAL)

By: _____
Jerry Harkness, Mayor

Attest: _____ _____
Megan Chastain, City Clerk Date

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

TOWN OF MOUNT AIRY, GEORGIA

(CITY SEAL)

By: _____
William “Ray” McAllister, Mayor

Attest: _____ _____
Sheri Berrong, Town Clerk Date

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

CITY OF TALLULAH FALLS, GEORGIA

(CITY SEAL)

By: _____
Mike Early, Mayor

Attest: _____ _____
Linda Lapeyrouse, City Clerk Date