



**FRANKLIN COUNTY, GA
BOARD OF COMMISSIONERS**

**WATER SYSTEM PLANNING
2023 ENGINEERING EVALUATION**

Engineer's Project No. 443-07A

**PRELIMINARY ENGINEERING REPORT
(SRF PLANNING DOCUMENT)**

December 1, 2022

FRANKLIN COUNTY

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Robert Franklin, District 1 Commissioner
Elizabeth Busby, District 3 Commissioner
Eddie Wester, District 4 Commissioner

Derrick Turner, County Manager
Jane Brown, County Clerk
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- E INTERGOVERNMENTAL AGREEMENTS:
 - Banks County, Water Sale Agreement, June 7, 2004
 - Town of Bowersville, Intergovernmental Agreement, October 8, 2007
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- F WELL USAGE AGREEMENTS:
 - Andrews Well #1 (AW1), Memorandum of Agreement, September 10, 2008
 - Andrews Well #2 (AW2), Memorandum of Agreement, May 15, 2020
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 - Eavenson Well (EVW), Memorandum of Agreement, June 9, 2006
 - Ertzberger Well #1 (EW1), Memorandum of Agreement, April 18, 2008
 - Ertzberger Well #2 (EW2), Memorandum of Agreement, June 5, 2013
- G SALES AGREEMENT:
 - GRP Franklin, LLC Water Sales Agreement, August 6, 2018

1.0 GENERAL

This report presents the results of an engineering evaluation undertaken to determine needs, feasibility, environmental impacts, and preliminary opinion of probable costs for water system improvements in Franklin County, Georgia. Franklin County Board of Commissioners (BOC) wants to make needed improvements to keep their water system facilities in good working order and to meet regulatory requirements.



Franklin County is located in northeast Georgia along the state line of South Carolina (see inset map). Franklin County's southern border is formed by the Hudson River. The northeast tip borders South Carolina at the Savannah River which is impounded in this area to form Lake Hartwell. The surrounding Georgia counties are Banks, Hart, Madison, and Stephens. Cities within the county include Carnesville, Canon, Franklin Springs, Lavonia, and Royston. Carnesville is the county seat.

Franklin County was incorporated February 25, 1784, has a population of approximately 23,504 people per Census 2020, and a total land area of approximately 263 square miles. The Year-2020 median household income in Franklin County is approximately \$47,821.

The BOC operates a public water system with limited service area for the benefit of residential, commercial, and industrial customers. Portions of the water system are located in Stephens County including one storage tank.

The scope of the report consists of evaluating options for improvements to the Franklin County water system which provides transport, treatment, and delivery of potable water to water customers. This report was authorized by the Franklin County BOC; it includes identification of needed water system improvements, preliminary opinion of probable costs, and recommendations for implementation.

The costs presented herein are based on information readily available for this report. Detailed engineering and calculations were not performed, and no subsurface exploration data were available. Actual costs will vary depending on numerous factors including requirements of final design, permitting, environmental impacts, and actual site conditions.

This report, including the findings and conclusions expressed herein, are intended for the exclusive use of the Franklin County BOC relative to making needed improvements to their water system. No other use of this report is authorized without expressed written permission of Peoples & Quigley, Inc. No warranty, expressed or implied, extends to any unnamed third party for any use.

2.0 PROJECT PLANNING AREA

Franklin County is located in northeast Georgia on the State Line with South Carolina as shown by Figure No. 1 - Location Map. The surrounding counties and communities of Franklin County are shown in Figure No. 2 - Vicinity Map. The city limits of Carnesville, Canon, Franklin Springs, Lavonia, Royston, and the areas to be served by this project are shown by Figure No. 3 – Planning Area Map.



Like other counties in north Georgia, Franklin County is located at the foothills of the Appalachian Mountain range. There are many creeks, rivers, and ponds throughout the County. The Hudson River forms the southern county line; Middle and North Fork Broad River flow through the middle of the County and form the Broad River; Choestoea Creek forms the northeastern border of the County, which is a tributary of Lake Hartwell. Also, Interstate 85 goes through the midsection of the County, bisecting the County from northwest to southeast.

The topography in Franklin County is gently rolling with elevations ranging from 540 to 980-ft above mean sea level according to the published USGS maps. Because the County is located along the foothills, flooding is not a major issue in the populated areas. Development in the county is limited to where utilities (water, sewer, electricity, and gas services) are available.

The most recent population projections for Franklin County are provided by Governor’s Office of Planning and Budget, 2021. A summary of the historical and projected population of Franklin County are as follows:

TABLE NO. 1 – POPULATION PROJECTIONS

	<u>Year</u>	<u>Population</u>
<u>Historic:</u>	2020	23,504
<u>Projection:</u>	2025	24,745
	2030	25,974
	2035	27,216
	2040	28,481
	2045	29,752
	2050	31,026
	2055	32,294

These projections could change substantially depending on development around Lake Hartwell, industrial growth, and new commercial development, especially along Interstate 85.

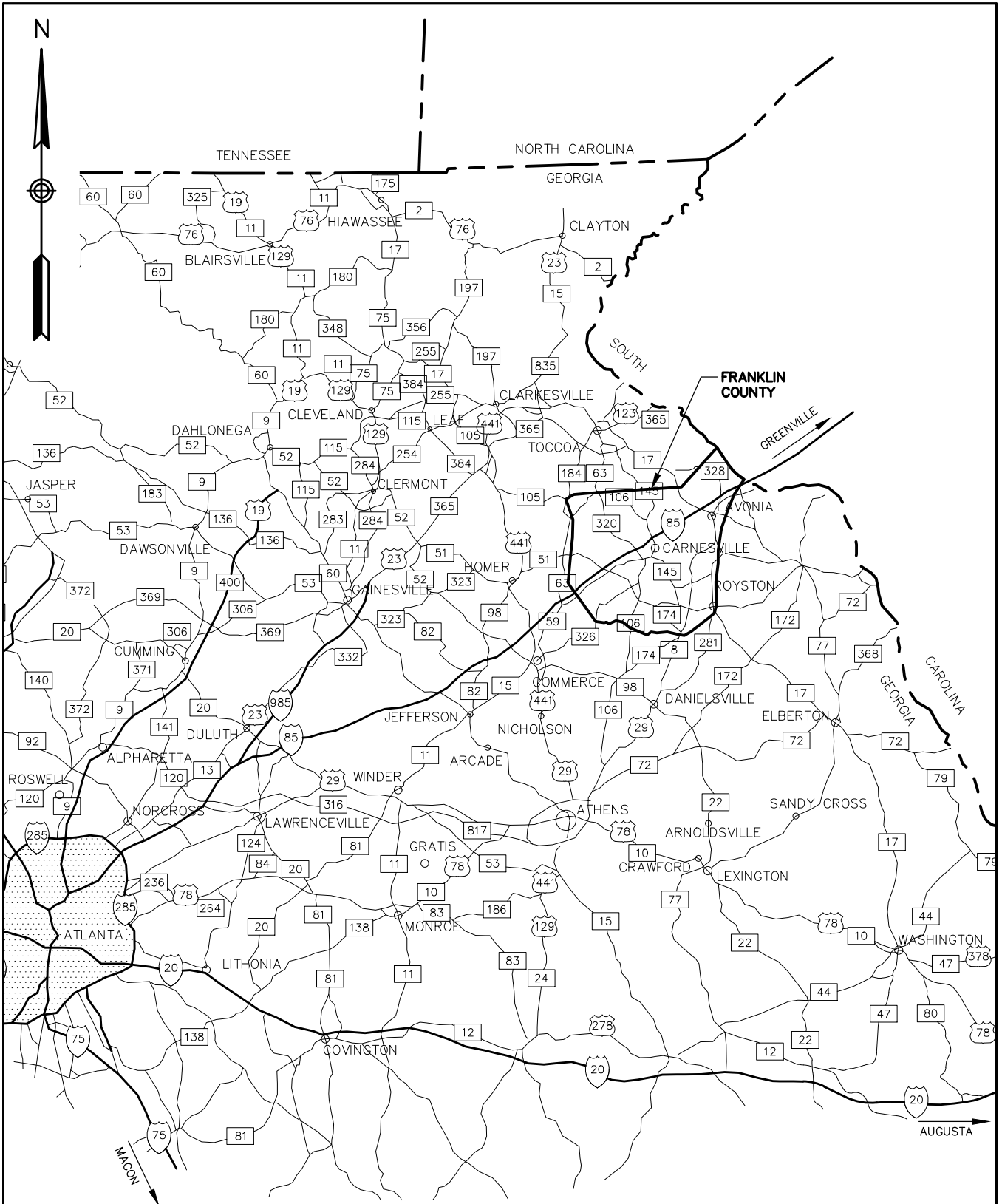


FIGURE NO. 1

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FRANKLIN COUNTY BOC
WATER SYSTEM PLANNING
2023 ENGINEERING EVALUATION
LOCATION MAP

DRAWN BY: YKP	SCALE: 1" = 85,000'	DATE: DEC. 1, 2022	DWG. NO.: 443-07A1-R1
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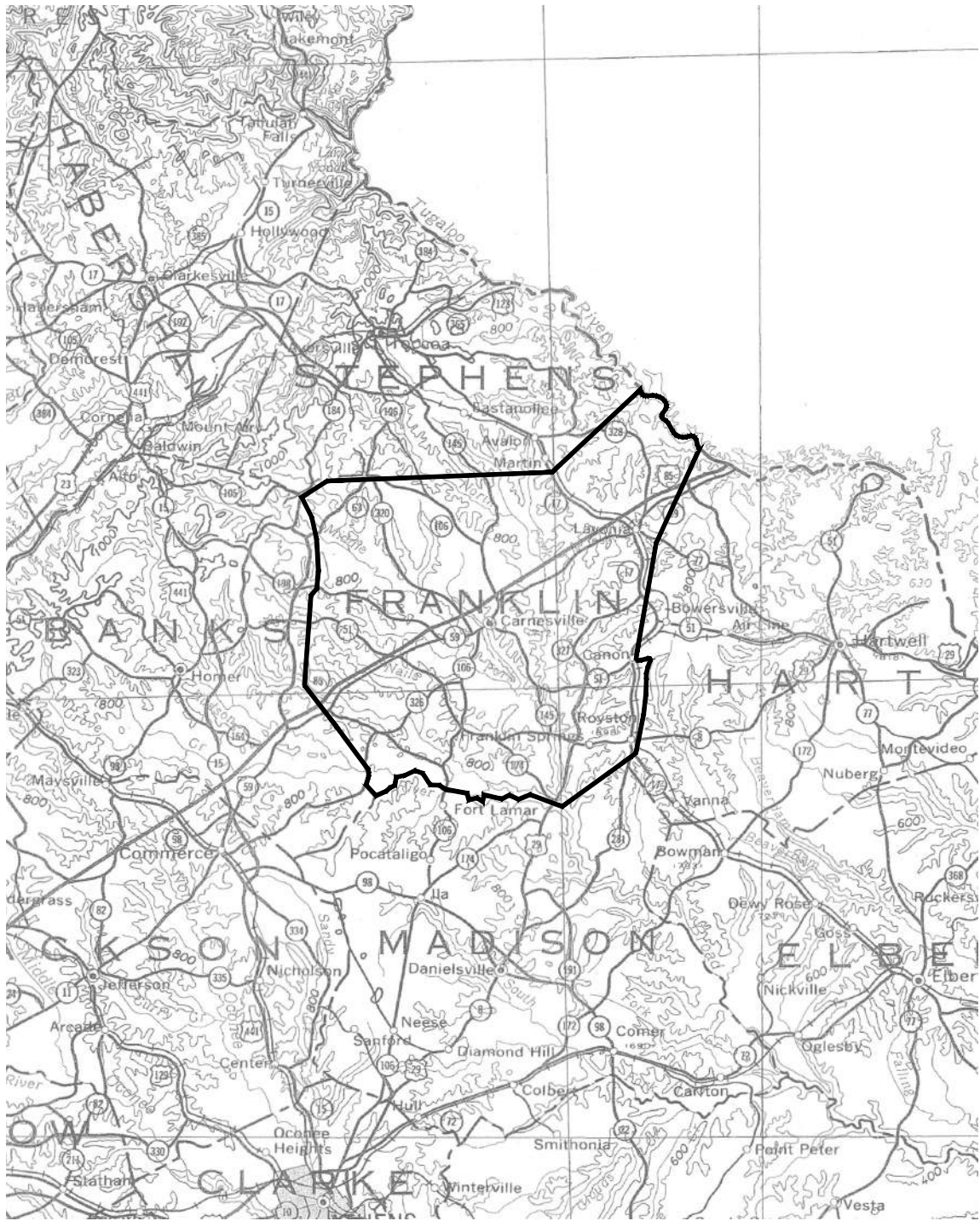


FIGURE NO. 2



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TELEPHONE (706) 215-9198



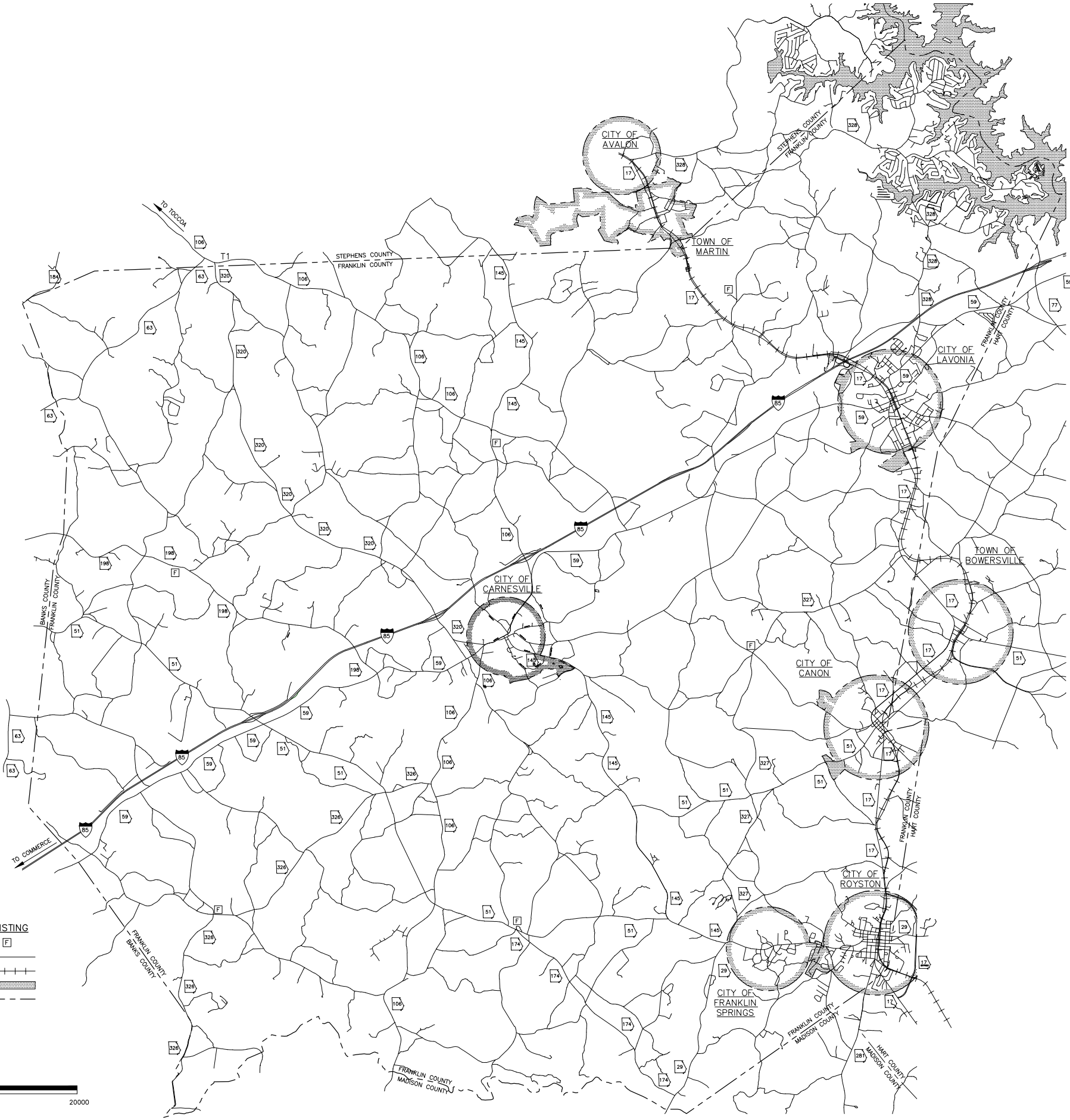
FRANKLIN COUNTY BOC
WATER SYSTEM PLANNING
2023 ENGINEERING EVALUATION
VICINITY MAP

DRAWN BY: YKP

SCALE: 1" = 8 MILES

DATE: DEC. 1, 2022

DWG. NO.: 443-07A1-R2




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FIGURE NO. 3

NO.	DATE	BY	REVISION

 **FRANKLIN COUNTY, GA
BOARD OF COMMISSIONERS**

**WATER SYSTEM PLANNING
2023 ENGINEERING EVALUATION**

PLANNING AREA MAP

DESIGNED BY NA	 PEOPLES & QUIGLEY, INC. CONSULTING ENGINEERS 327 SOUTH MILLEDGE AVE., SUITE 213 ATHENS, GEORGIA 30605 TELEPHONE (706) 215-9198	FIGURE 3
DRAWN BY YKP		DRAWING NO. 443-07A1-R3
CHECKED BY RFP	SCALE AS SHOWN	DATE DECEMBER 1, 2022
APPROVED BY CDQ		

3.0 EXISTING WATER SYSTEM

Franklin County BOC owns and operates a public water system with limited-service area for the benefit of its residents, businesses, and industries. The existing water system is shown in Figure No. 4A – Franklin County Water Service Area and in recent photographs (see Appendix) which shows the wells, storage tanks, and meters.

The County is permitted by the Georgia Department of Natural Resources Environmental Protection Division (GA DNR EPD) to operate their public water system under Permit No. CP1190051 (see Appendix).

Portions of the water distribution system date back to the early 1990's. This consisted of a well, water mains, and storage tanks. Since that time numerous improvements have been made to expand the water system. The major milestones of the system are as follows:

TABLE NO. 2 – WATER SYSTEM MILESTONES

Early 1990's	New well along JF Shirley Road.
Early 1990's	New 0.1 MG elevated storage tank along JF Shirley Road.
Early 1990's	New 0.1 MG elevated storage tank along State Route 59.
2004	New 1.5 MG ground storage tank (T1) along State Route 106 (Stephens County).
2004	New Eavenson Well (EVW) along State Route 106.
2010	New Ertzberger Well #1 (EW1) along Stone Bridge Road.
2011	New Andrews Well #1 (AW1) along Isbell Road.
2013-2014	Demolished 0.1 MG elevated storage tank along JF Shirley Road.
2013-2014	Abandoned well along JF Shirley Road.
2019	New 1.0 MG ground mixing and storage tank (T2) along Turkey Creek Road.
2019	New 0.3 MG elevated storage tank (T3) along Black Snake Road.
2020	Demolished 0.1 MG elevated storage tank along State Route 59.
2020	New Ertzberger Well #2 (EW2) along Stone Bridge Road.
2020	New Bold Springs Well (BSW) along Holbrook Road.
2020	New Andrews Well #2 (AW2) along Turkey Creek Road.

Franklin County BOC is currently in negotiation with the City of Carnesville to acquire the Carnesville water system. The Carnesville water system was constructed in 1970. One well and one spring provide water to the system and an eighty-foot standpipe is used for storage. The water system datum is at approximately elevation 880, which is lower than that of Franklin County. Existing water system conditions are shown in Figure No. 4B – Carnesville Water Service Area and in recent photographs (see Appendix).

Improvements are needed to the Carnesville water system to incorporate it into the Franklin County system. The scope of work for these improvements is included in this document.

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TANK SUMMARY		
ID	DESCRIPTION	CAPACITY (GAL)
T1	GROUND (H.W. 1020-FT)	1,500,000
T2	GROUND/MIXING (H.W. 740-FT)	1,000,000
T3	ELEVATED (H.W. 1020-FT)	300,000

WELL SUMMARY		
ID	LOCATION	CAPACITY (GPM)
AW1	ISELL ROAD	200
AW2	TURKEY CREEK ROAD	100
BSW	HOLBROOK ROAD	65
EVW	STATE ROUTE 106	140
EW1	STONE BRIDGE ROAD	255
EW2	STONE BRIDGE ROAD	250

METER SUMMARY	
ID	DESCRIPTION
M1	CITY OF TOCCOA
M2	CITY OF TOCCOA
M3	BANKS COUNTY
M4	TOWN OF BOWERSVILLE
M5	CITY OF CANON
M6	CITY OF CARNESVILLE
M7	CITY OF CARNESVILLE
M8	CITY OF CARNESVILLE
M9	CITY OF FRANKLIN SPRINGS
M10	CITY OF LAVONIA
M11	CITY OF LAVONIA
M12	CITY OF LAVONIA
M13	MADISON COUNTY
M14	MADISON COUNTY
M15	TOWN OF MARTIN
M16	CITY OF ROYSTON

LEGEND

- FIRE DEPARTMENT [F]
- ROADWAY [---]
- RAILROAD [---]
- CITY LIMITS [---]
- COUNTY LIMITS [---]
- WATER MAIN [---]
- TANK [● T1]
- WELL [○ W1]
- BOOSTER PUMP STATION [■ BPS]
- INTERCONNECTION [---]
- WATER SERVICE AREA [---]



GRAPHIC SCALE
SCALE: 1" = 5000'

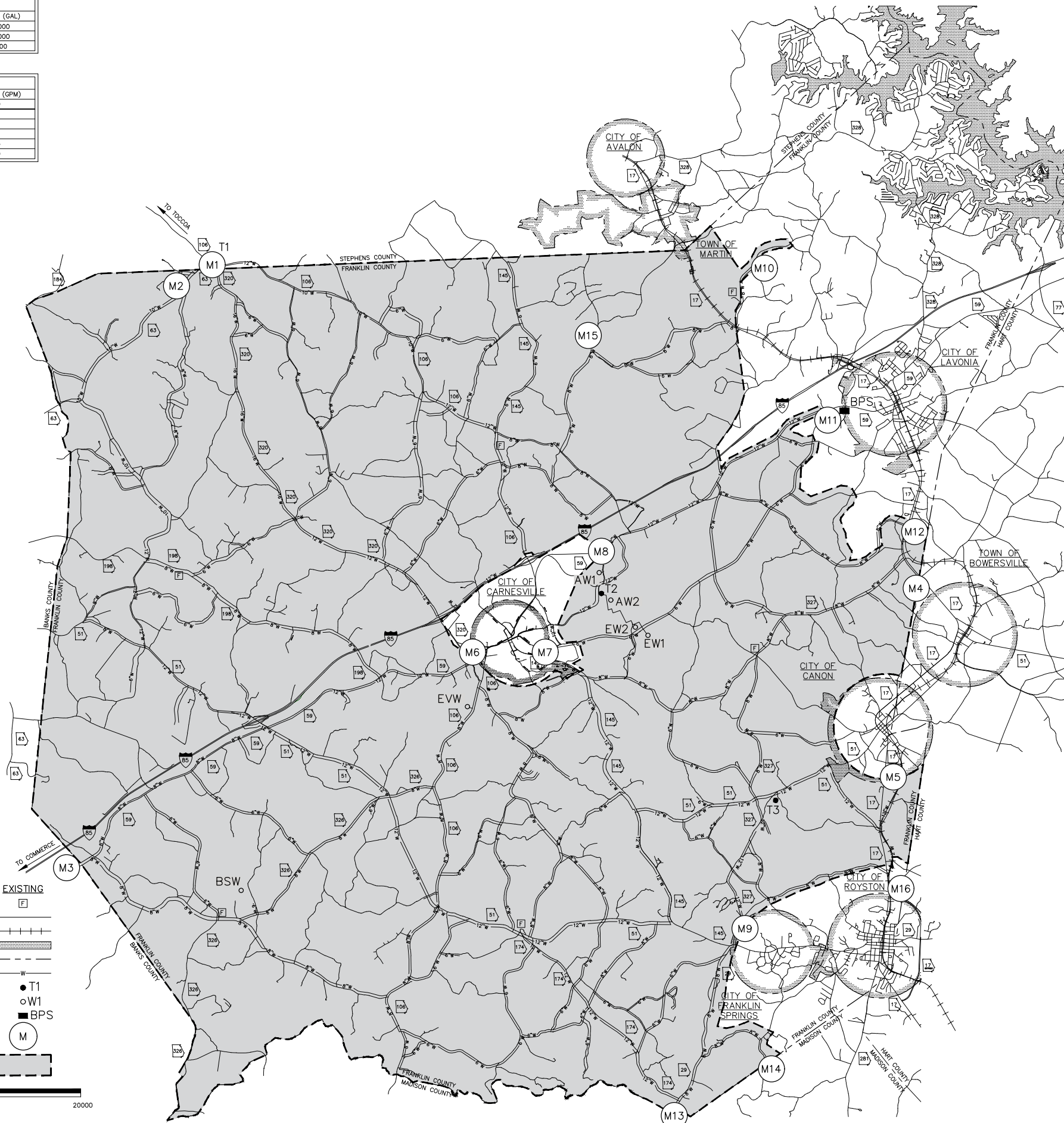


FIGURE NO. 4A

FRANKLIN COUNTY, GA
BOARD OF COMMISSIONERS

WATER SYSTEM PLANNING
2023 ENGINEERING EVALUATION

FRANKLIN COUNTY
WATER SERVICE AREA

DESIGNED BY NA	PEOPLES & QUIGLEY, INC. CONSULTING ENGINEERS 327 SOUTH MILLEDGE AVE., SUITE 213 ATHENS, GEORGIA 30605 TELEPHONE (706) 215-9198	FIGURE 4A
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CHECKED BY RFP	SCALE AS SHOWN	DATE DECEMBER 1, 2022
APPROVED BY CDQ		

Water Supply and Withdrawal

Currently the County is permitted by GA DNR EPD to withdraw groundwater under the Permit No. 059-0003 (see Appendix). The permit allows an average monthly withdrawal of 1.545 mgd and an average yearly withdrawal of 1.545 mgd. Groundwater is withdrawn from six active wells.

Water is consistently purchased from the City of Toccoa and sometimes from Banks County. Franklin County can purchase up to 1.0 mgd and a peak demand of up to 1.4 mgd from the City of Toccoa; as needed from Banks County as shown in the Intergovernmental Agreements (see Appendix).

Franklin County withdraws groundwater from six well sites as follows:

TABLE NO. 3 – GROUNDWATER WITHDRAWAL

Well ID	Description	Safe Yield (gpm)	Installation Date	Location
AW1	Andrews Well #1	200	2011	Isbell Road
AW2	Andrews Well #2	100	2020	Turkey Creek Road
BSW	Bold Springs Well	65	2020	Holbrook Road
EVW	Eavenson Well	140	2004	State Route 106
EW1	Ertzberger Well #1	255	2010	Stone Bridge Road
EW2	Ertzberger Well #2	250	2020	Stone Bridge Road
Total		1,010		

All of the well sites are privately owned and Franklin County BOC has an agreement for purchasing water from each of them (see Appendix). Four of the wells (AW1, AW2, EW1, & EW2) feed Tank No. 2. Water is disinfected prior to entering the storage tank and then pumped into the distribution system. Water from the other wells (BSW & EVW) are disinfected at the well heads and directly supply the distribution system.

Water from AW1 is blended to reduce uranium concentrations below the maximum contaminant level using the ground mixing and storage Tank No. 2. EVW water is blended to reduce gross alpha, radium 266, and uranium below the maximum contaminant level. Flow is diluted with water from an offshoot of the distribution system at a ratio of approximately 1 to 1 before being distributed back into the system.

EW2 is currently offline due to a broken variable frequency drive.

Water Storage and Distribution

The water system has 2.8 MG of storage provided by three storage tanks. The water system has a single pressure zone with a datum at El. 1,020.0 ft. A summary of the storage tanks is as follows:

TABLE NO. 4 – STORAGE TANKS

Tank ID	Type	Size (gal)	Overflow Elevation (ft)	Installation Date	Location
T1	Ground Concrete	1,500,000	1,020	2004	State Route 106 (Stephens County)
T2	Ground/Mixing Concrete	1,000,000	740	2019	Turkey Creek Road
T3	Elevated Steel	300,000	1,020	2019	Black Snake Road
Total		2,800,000			

Storage Tank No. 1 and Tank No. 3 maintain system pressures during normal demands ranging from 25 to 200 psi. These tanks are used to meet instantaneous demands and provide limited fire protection. Elevated-storage Tank No. 3 was recently added to the distribution system for additional storage capacity and is currently offline due to a broken altitude valve.

Franklin County has ten interconnections with adjacent municipalities including Banks County, Bowersville, Canon, Carnesville, Franklin Springs, Lavonia, Madison County, Martin, Royston, and Toccoa. Intergovernmental agreements with six of the ten municipalities (Banks County, Bowersville, Lavonia, Madison County, Martin, and Toccoa) are included in the Appendix. The remaining four municipalities (Canon, Carnesville, Franklin Springs, and Royston) have verbal agreements with Franklin County BOC to buy water as needed.

Water Production

Franklin County produces water from six wells and purchases water from the City of Toccoa. A summary of the permitted average and peak production is as follows:

TABLE NO. 5 – WATER PRODUCTION

Source	Average Production (gpd)	Peak Production (gpd)
Wells	1,545,000	1,545,000
City of Toccoa	1,000,000	1,400,000
Total	2,545,000	2,945,000

The maximum supply from the wells is 1.545 mgd. This amount of water is produced by all wells operating continuously at the maximum pump capacity. The continuous operation of these wells leads to over pumping which causes poor water quality and a reduction of safe yield.

City of Toccoa can provide a maximum day demand of up to 1.400 mgd. This gives a total maximum supply of 2.945 mgd. Also, Lavonia and Banks County are able to provide emergency water as needed.

Water Consumption

Franklin County's water customers are billed monthly for their water consumption. Each month meters are read and bills are distributed to the customers. Customers include residential, commercial, industrial, and municipal. One of the largest industrial customers is GRP Franklin, LLC. The water sales agreement states that GRP Franklin, LLC agrees to purchase between 500,000 and 1,250,000 gallons of water per day as shown in the Sales Agreement (see Appendix).

The total quantity of water sold varies from 42.1 to 71.4 million gallons per month which corresponds to a monthly average ranging from 1.4 to 2.4 mgd. The estimated daily peak usage is estimated to be 4.5 mgd which assumes a 2.5 peaking factor and 17 percent unaccounted water.

The estimated daily peak usage exceeds the maximum supply of the system. It is recommended that the water supply be increased so that the safe yield exceeds the estimated daily peak for all times of the year. This equates to adding wells with 1,100 gpm of total capacity. Also, a new purchase agreement with Royston, as well as modifications to the existing purchase agreement with Toccoa, should be pursued to provide additional water supply and emergency redundancy.

Water consumption will increase with development around Lake Hartwell, industrial growth, and new commercial development, especially along Interstate 85. Additional water supply is important for future growth and should be considered in all purchase agreements.

System Analysis

Losses: Unaccounted-for-water (UAW) for the system is about 17% which indicates the system is in good condition. UAW is the difference between the amount of water produced and the amount of water sold. Franklin County's UAW from October 2021 to September 2022 was 136 MG, which is an average of 373,000 gpd or about 17% of the water produced. Replacing old leaking water mains and replacing old meters is commonly needed to address this issue.

Franklin County BOC does not have specific procedures in place for recording leak events, fire flow testing, or emergency water usage. The water used for these events is included in the UAW calculation. Procedures should be implemented to have more accurate data and better understand the water system.

Withdrawal: Water quality in wells reduces over time. Issues with water quality need to be addressed and adequate treatment equipment installed.

Storage: Additional storage of over 800,000 gallons is needed within the water system. Average water demand is 1.8 mgd and there should be storage two times that or 3.6 MG. Franklin County's total storage from the tanks is 2.8 MG. Franklin County should consider adding a 1.5 MG concrete ground storage tank to provide enough storage for existing needs with room for expansion.

Distribution: The distribution system is comprised of ductile iron and PVC mains with sizes varying from 4 to 20-inches.

Replace old mains that are made of antiquated materials and may leak. Replacing these mains should be addressed as soon as practical.

Loop water mains to eliminate dead-end lines. This will improve water quality and fire protection.

Replace old service lines from the main to the meter with new HDPE pipe. These lines leak and are way past their useful life.

Replace old hydrants which do not work or are obsolete. Replace old valves that do not work or are way past their useful life.

Supply: Additional water supply is needed to meet daily peak demands and provide for future growth in the County. New water purchase agreements should be pursued, especially with Royston. Also, existing intergovernmental agreements should be revised to provide mutual aid between Franklin County and municipalities.

Pressures and Limited Fire Protection: Modeling results shown in Table No. 7 indicate that the water system maintains good pressures throughout for minimum and peak usages. However, the water system has low pressures near the highest elevations and is not able to provide fire flow at multiple locations.

TABLE NO. 6 – MODEL RESULTS SUMMARY

Location	Minimum Usage (psi)	Peak Usage (psi)	Fire Flow (psi)
Bond Bridge Rd (Low Point El. 556)	194	180	177
Careytown Rd @ Jim Grizzle Rd	174	156	140
SR 106	172	155	164
Jackson Bridge Rd @ Casey Rd	123	112	113
SR 59 @ Bold Springs Church Rd	105	83	90
SR 198 @ New Bethel Rd	97	55	80
SR 106 @ Toms Creek Rd @ Brown Rd	55	47	52
New Franklin Church Rd @ New Hope Ext	38	25	13
Jones St @ Pleasant Hill Cir	34	25	-11
SR 320 @ Barrett Dr (High Point El. 940)	26	26	26

Tanks assumed to be half full, wells were on, six interconnections (Banks, Bowersville, Canon, Carnesville, Franklin Springs, & Madison) open, remaining interconnections closed, and flow conditions as follows:

1. Minimum usage is 10% of the annual average (124 gpm).
2. Average usage is annual average (1,236 gpm).
3. Peak usage is 3 times the annual average (3,708 gpm).
4. Fire flow is 500 gpm during average usage (AWWA Manual M31).

The EPANET computer software program was used to model the distribution system hydraulically and estimate water pressures. The basis for model input came from available data including water system maps and water production data. Note that the Carnesville water system was not included in this model.

Replacing substandard water mains and creating loops where feasible, will provide more reliable service, increased fire protection, and greatly reduce water losses in the system.

County growth has caused single water main extensions to be made without being looped into the distribution system, creating dead ends. Looping improves conditions with respect to both flow and pressure. Also, looping provides an alternate means of delivering water when a main segment is temporarily out of service. This is particularly important with respect to providing sufficient water for firefighting.

Water main extensions will be made to provide public water to currently unserved areas.

4.0 PROPOSED WATER SYSTEM IMPROVEMENTS

Water system improvements are needed to keep the system in good working order. The overall scope includes improvements associated with water supply and withdrawal and water storage and distribution. Carnesville improvements are included in the scope. Improvements should be implemented in phases to minimize capital outlays. The proposed improvements are shown by Figure No. 5A – Franklin County Water System Improvements and Figure No. 5B – Carnesville Water System Improvements, and described below:

1. Water Supply and Withdrawal

A. Wells:

1. Repair wells (as needed). Install treatment equipment.
2. Develop additional wells. Install well house, pumps, and all related appurtenances. County to own, operate, and maintain additional wells.
3. Renovate Carnesville spring and well house.

B. Interconnections:

1. Replace Lavonia booster pump station.
2. Obtain an agreement with Royston for water supply.
3. Revise Toccoa agreement for increasing supply.

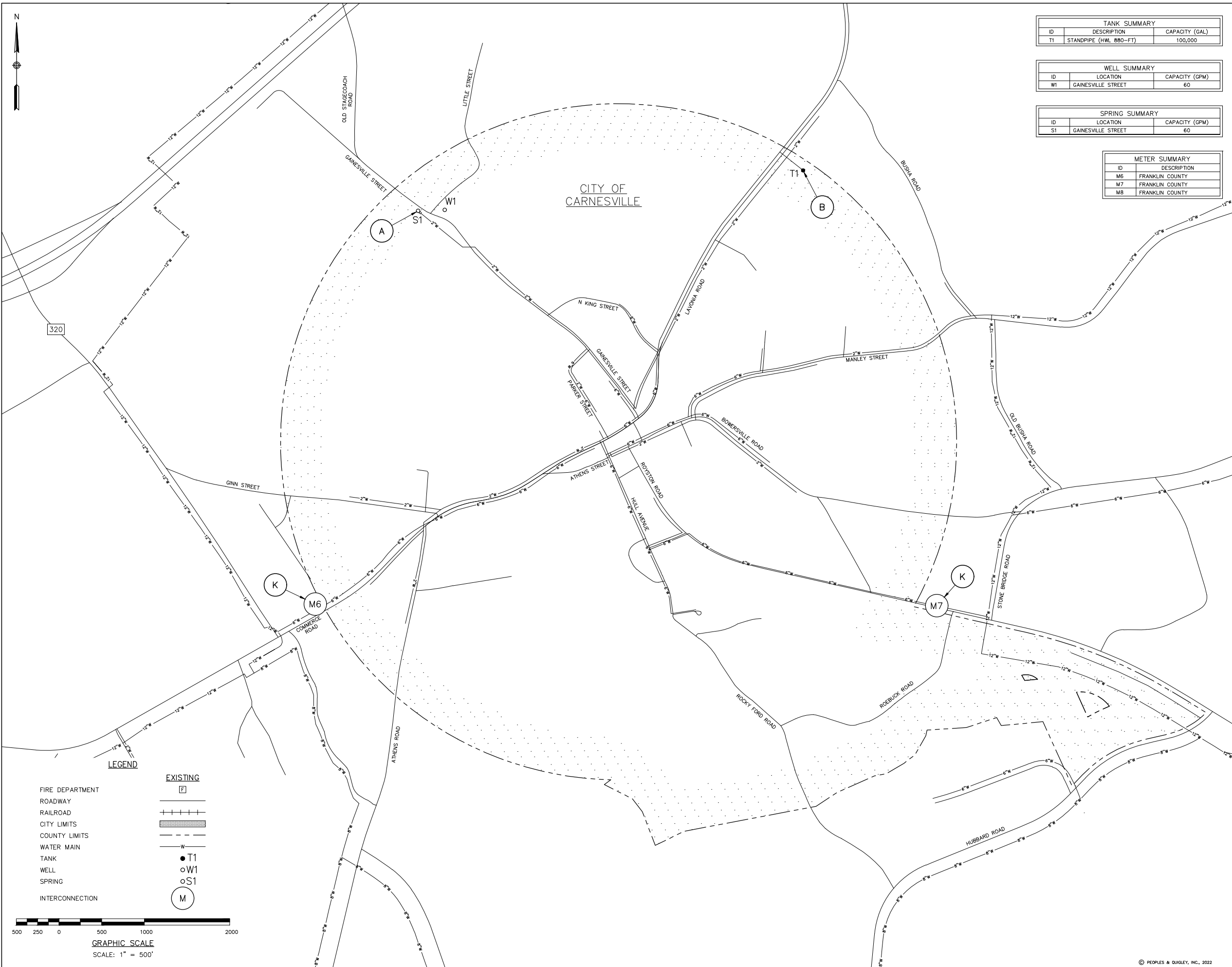
2. Water Storage and Distribution

A. Storage Tanks:

1. Repair storage tanks (as needed). Install treatment equipment.
2. Add 1.5 MG ground storage tank at Stephens County site.
3. Remove Carnesville standpipe.

B. Water Mains:

1. Install water mains to provide public water to unserved areas.
2. Install water mains to create loops.
3. Replace old meters.
4. Install sampling stations (sites to be determined).
5. Enhance SCADA system.
6. Replace old mains.
7. Replace valves (as needed).
8. Replace hydrants (as needed).
9. Replace old service lines.
10. Install remote terminal units and pressure gauges in all Carnesville master meters.
11. Map the Carnesville water distribution system.



TANK SUMMARY		
ID	DESCRIPTION	CAPACITY (GAL)
T1	STANDPIPE (HVL 880-FT)	100,000

WELL SUMMARY		
ID	LOCATION	CAPACITY (GPM)
W1	GAINESVILLE STREET	60

SPRING SUMMARY		
ID	LOCATION	CAPACITY (GPM)
S1	GAINESVILLE STREET	60

METER SUMMARY	
ID	DESCRIPTION
M6	FRANKLIN COUNTY
M7	FRANKLIN COUNTY
M8	FRANKLIN COUNTY

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WORK ITEMS

- RENOVATE CARNESVILLE WATER SYSTEM
- (A) RENOVATE SPRING AND WELL HOUSE.
 - (B) REMOVE STANDPIPE.
 - (C) INSTALL WATER MAINS TO PROVIDE PUBLIC WATER TO UNSERVED AREAS.
 - (D) INSTALL WATER MAINS TO CREATE LOOPS.
 - (E) REPLACE OLD METERS.
 - (F) INSTALL SAMPLING STATIONS (SITES TO BE DETERMINED).
 - (G) REPLACE OLD MAINS.
 - (H) REPLACE VALVES (AS NEEDED).
 - (I) REPLACE HYDRANTS (AS NEEDED).
 - (J) REPLACE OLD SERVICE LINES.
 - (K) INSTALL REMOTE TERMINAL UNITS AND PRESSURE GAUGES AT MASTER METERS.
 - (L) MAP WATER DISTRIBUTION SYSTEM.

FIGURE NO. 5B

NO.	DATE	BY	REVISION

**FRANKLIN COUNTY, GA
BOARD OF COMMISSIONERS**

**WATER SYSTEM PLANNING
2023 ENGINEERING EVALUATION**

**CARNESVILLE
WATER SYSTEM IMPROVEMENTS**

DESIGNED BY NA		
DRAWN BY YKP		
CHECKED BY RFP		
APPROVED BY CDQ		
SCALE AS SHOWN	DATE DECEMBER 1, 2022	FIGURE DRAWING NO. 443-07A1-R5

LEGEND

FIRE DEPARTMENT
ROADWAY
RAILROAD
CITY LIMITS
COUNTY LIMITS
WATER MAIN
TANK
WELL
SPRING
INTERCONNECTION

EXISTING

[Symbol] T1
[Symbol] W1
[Symbol] S1
[Symbol] M

500 250 0 500 1000 2000
GRAPHIC SCALE
SCALE: 1" = 500'

The numerous proposed improvements identified herein can be categorized in terms of need and thereby prioritized into phases of manageable project scopes. Phase 1 consists of the highest priority improvements of those described above and are summarized in the next section. Phase I should be implemented as soon as practical. All other improvements would be similarly grouped into later phases depending on need and priority.

5.0 PRELIMINARY OPINION OF PROBABLE COSTS

Phase 1 improvements include water supply and withdrawal renovations (replacing the Lavonia BPS, obtaining water from Royston, repairing wells, and developing additional wells) and water storage and distribution renovations (installing water mains and repairing tanks). The estimated project cost for the proposed Phase 1 improvements is \$2,500,000 and is broken down as follows:

**TABLE NO. 7 – PRELIMINARY OPINION OF PROBABLE COSTS
PHASE 1 WATER SYSTEM IMPROVEMENTS**

1. Water Supply and Withdrawal	\$ 1,450,000
Replace Lavonia BPS	
Obtain water from Royston	
Repair wells	
Develop additional wells	
2. Water Storage and Distribution	500,000
Install water mains	
Repair storage tanks	
3. Contingency	<u>200,000</u>
4. Construction Subtotal	\$ 2,150,000
5. Engineering Design	135,000
6. Permitting & Easements	40,000
7. Bidding & Construction Administration	135,000
8. Funding Administration	40,000
Project Total	<u>\$ 2,500,000</u>

The costs presented herein are based on information readily available for this study. Detailed engineering and calculations were not performed, and no subsurface exploration data were available. Actual costs will vary depending on numerous factors, including requirements of final design, permitting, environmental impacts, and actual site conditions. Actual costs will vary greatly depending on market forces shaped by product, material and labor availability. A large portion of the data used in this study was furnished by others and was not verified.

6.0 PROJECT FINANCING

Funding for projects such as described in this report can be obtained from many sources. In some cases, Federal and State grant assistance is available which will minimize the amount of funds that have to be borrowed. Also, additional rate increases will be required to repay loans. Possible sources of funds include:

Agency	Type	Duration/Limit
1. Georgia Environmental Facilities Authority (GEFA)		
- Water Improvements (2.9%)	Loan	5-20 Year
- Water Improvements (SRF @ 0%)	Loan/Grant	5-20 Years
2. Rural Economic & Community Development Services (RECD) (Farmers Home Administration)		
- Intermediate (3.5%), Poverty (2.5%)	Loan	40 Year/Unlimited
(Poverty rate for health hazard projects)	Grant	55-75% Total Costs
3. Northeast Georgia RDC (Must meet location requirements)		
	Grant	Unknown
4. Georgia Department of Community Affairs (DCA)		
- Community Development Block Grant (Requires Low to Mod Income Cust.)	Grant	\$500,000
- Employment Incentive Program (Requires new or expanding Industry)	Grant	\$250,000
5. Economical Development Administration		
	Grant	\$500,000
6. Publicly Issued Revenue Bonds		
	Bonds	
7. Local Option Sales Tax		
	Tax	

Each source listed has different criteria in determining project eligibility. Applications should be submitted if agency criteria can be met. Franklin County BOC should request that Georgia Mountain RDC assist in obtaining the maximum grant funds available.

7.0 SUMMARY & IMPLEMENTATION

This report presents the results of an engineering evaluation undertaken to determine needs, feasibility, environmental impacts, and preliminary opinion of probable costs for public water system improvements for Franklin County BOC.

Proposed improvements can be categorized in terms of need and thereby prioritized into phases of manageable project scopes. Phase 1 consists of the highest priority improvements including water supply and withdrawal renovations (replacing the Lavonia BPS, obtaining water from Royston, repairing wells, and developing additional wells) and water storage and distribution renovations (installing water mains and repairing tanks), as shown by Figure No. 5A – Franklin County Water System Improvements and Figure No. 5B – Carnesville Water System Improvements. The Preliminary Opinion of Probable Cost for Phase 1 improvements is \$2,500,000.

The following steps are recommended to implement the project:

- | | |
|---|---------------|
| 1. Submit Engineering Report & EID to EPD for concurrence | 12/22 |
| 2. Submit GEFA funding application | 03/23 |
| 3. Prepare Construction Documents (CD's) | 05/23 – 01/24 |
| 4. Submit CD's to EPD for concurrence | 01/24 |
| 5. Obtain contractor bids and construct improvements | 02/24 – 02/25 |

GENERAL NOTES

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TANK SUMMARY		
ITEM	DESCRIPTION	CAPACITY (GAL)
T1	GROUND (HWL 1020-FT)	1,500,000
T2	GROUND/MIXING (HWL 740-FT)	1,000,000
T3	ELEVATED (HWL 1020-FT)	300,000
T4	GROUND (HWL 1020-FT)	1,500,000

WELL SUMMARY		
ID	LOCATION	CAPACITY (GPM)
AW1	ISBELL ROAD	200
AW2	TURKEY CREEK ROAD	100
BSW	HOLBROOK ROAD	65
EVW	STATE ROUTE 106	140
EW1	STONE BRIDGE ROAD	255
EW2	STONE BRIDGE ROAD	250

METER SUMMARY	
ID	DESCRIPTION
M1	CITY OF TOCCOA
M2	CITY OF TOCCOA
M3	BANKS COUNTY
M4	TOWN OF BOWERSVILLE
M5	CITY OF CANON
M6	CITY OF CARNESVILLE
M7	CITY OF CARNESVILLE
M8	CITY OF CARNESVILLE
M9	CITY OF FRANKLIN SPRINGS
M10	CITY OF LAVONIA
M11	CITY OF LAVONIA
M12	CITY OF LAVONIA
M13	MADISON COUNTY
M14	MADISON COUNTY
M15	TOWN OF MARTIN
M16	CITY OF ROYSTON

WORK ITEMS

- WATER SUPPLY & WITHDRAWAL
 - (A) REPAIR WELLS (AS NEEDED).
 - (B) DEVELOP ADDITIONAL WELLS (SITES TO BE DETERMINED).
 - (C) REPLACE LAVONIA BOOSTER PUMP STATION.
 - (D) OBTAIN ROYSTON AGREEMENT FOR WATER SUPPLY.
 - (E) REVISE TOCCOA AGREEMENT FOR INCREASING WATER SUPPLY.
- WATER STORAGE & DISTRIBUTION
 - (A) REPAIR STORAGE TANKS (AS NEEDED).
 - (B) ADD 1.5 MG STORAGE TANK AT STEPHENS COUNTY TANK SITE.
 - (C) INSTALL WATER MAINS TO PROVIDE PUBLIC WATER TO UNSERVED AREAS.
 - (D) INSTALL WATER MAINS TO CREATE LOOPS.
 - (E) REPLACE OLD METERS.
 - (F) INSTALL SAMPLING STATIONS (SITES TO BE DETERMINED).
 - (G) ENHANCE SCADA SYSTEM.
 - (H) REPLACE OLD MAINS.
 - (I) REPLACE VALVES (AS NEEDED).
 - (J) REPLACE HYDRANTS (AS NEEDED).
 - (K) REPLACE OLD SERVICE LINES.
- RENOVATE CARNESVILLE WATER SYSTEM (SEE CARNESVILLE WATER SYSTEM IMPROVEMENTS)



LEGEND

	EXISTING	PROPOSED
FIRE DEPARTMENT	[Symbol]	[Symbol]
ROADWAY	[Symbol]	[Symbol]
RAILROAD	[Symbol]	[Symbol]
CITY LIMITS	[Symbol]	[Symbol]
COUNTY LIMITS	[Symbol]	[Symbol]
WATER MAIN	[Symbol]	[Symbol]
TANK	● T1	● T1
WELL	○ W1	○ W1
BOOSTER PUMP STATION	■ BPS	■ BPS
INTERCONNECTION	(M)	(M)
WATER SERVICE AREA	[Symbol]	[Symbol]



GRAPHIC SCALE
SCALE: 1" = 5000'

FIGURE NO. 5A

FRANKLIN COUNTY, GA
BOARD OF COMMISSIONERS

WATER SYSTEM PLANNING
2023 ENGINEERING EVALUATION

FRANKLIN COUNTY
WATER SYSTEM IMPROVEMENTS

DESIGNED BY NA	P&Q PEOPLES & QUIGLEY, INC. CONSULTING ENGINEERS 327 SOUTH MILLEDGE AVE., SUITE 213 ATHENS, GEORGIA 30605 TELEPHONE (706) 215-9198	FIGURE 5A
DRAWN BY YKP		DRAWING NO. 443-07A1-R5
CHECKED BY RFP	SCALE AS SHOWN	DATE DECEMBER 1, 2022
APPROVED BY CDQ		

APPENDIX



231 - Madison County M13



232 - Madison County M13



233 - Madison County M13



234 - Madison County M13



235 - Madison County M13



236 - Madison County M13



237 - Madison County M13



238 - Madison County M13



239 - Madison County M14



240 - Madison County M14



241 - Madison County M14



242 - Madison County M14



243 - Madison County M14



244 - Madison County M14



245 - Royston M16



246 - Royston M16



247 - Royston M16



001 - T1 (1.5 MG)



002 - T1 (1.5 MG)



003 - T1 (1.5 MG)



004 - T1 (1.5 MG)



005 - T1 (1.5 MG)



006 - T1 (1.5 MG)



007 - T1 (1.5 MG)



008 - T1 (1.5 MG)



009 - T1 (1.5 MG)



010 - T1 (1.5 MG)



011 - T1 (1.5 MG)



012 - T1 (1.5 MG)



013 - T1 (1.5 MG)



014 - T1 (1.5 MG)



015 - T1 (1.5 MG)



016 - T1 (1.5 MG)



017 - T1 (1.5 MG)



018 - T1 (1.5 MG)



019 - T1 (1.5 MG)



020 - T1 (1.5 MG)



021 - T2 (1.0 MG) & BPS



022 - T2 (1.0 MG) & BPS



023 - T2 (1.0 MG) & BPS



024 - T2 (1.0 MG) & BPS



025 - T2 (1.0 MG) & BPS



026 - T2 (1.0 MG) & BPS



027 - T2 (1.0 MG) & BPS



028 - T2 (1.0 MG) & BPS



029 - T2 (1.0 MG) & BPS



030 - T2 (1.0 MG) & BPS



031 - T2 (1.0 MG) & BPS



032 - T2 (1.0 MG) & BPS



033 - T2 (1.0 MG) & BPS



034 - T2 (1.0 MG) & BPS



035 - T2 (1.0 MG) & BPS



036 - T2 (1.0 MG) & BPS



037 - T2 (1.0 MG) & BPS



038 - T2 (1.0 MG) & BPS



039 - T2 (1.0 MG) & BPS



040 - T2 (1.0 MG) & BPS



041 - T2 (1.0 MG) & BPS



042 - T2 (1.0 MG) & BPS



043 - T2 (1.0 MG) & BPS



044 - T2 (1.0 MG) & BPS



045 - T2 (1.0 MG) & BPS



046 - T2 (1.0 MG) & BPS



047 - T2 (1.0 MG) & BPS



048 - T2 (1.0 MG) & BPS



049 - T2 (1.0 MG) & BPS



050 - T2 (1.0 MG) & BPS



051 - T2 (1.0 MG) & BPS



052 - T2 (1.0 MG) & BPS



053 - T2 (1.0 MG) & BPS



054 - T2 (1.0 MG) & BPS



055 - T2 (1.0 MG) & BPS



056 - T2 (1.0 MG) & BPS



057 - T2 (1.0 MG) & BPS



058 - T2 (1.0 MG) & BPS



059 - T2 (1.0 MG) & BPS



060 - T2 (1.0 MG) & BPS



061 - T3 (0.3MG)



062 - T3 (0.3MG)



063 - T3 (0.3MG)



064 - T3 (0.3MG)



065 - T3 (0.3MG)



066 - T3 (0.3MG)



067 - T3 (0.3MG)



068 - T3 (0.3MG)



069 - T3 (0.3MG)



070 - T3 (0.3MG)



071 - T3 (0.3MG)



072 - T3 (0.3MG)



073 - AW1



074 - AW1



075 - AW1



076 - AW1



077 - AW1



078 - AW1



079 - AW1



080 - AW1



081 - AW1



082 - AW1



083 - AW1



084 - AW1



085 - AW2



086 - AW2



087 - AW2



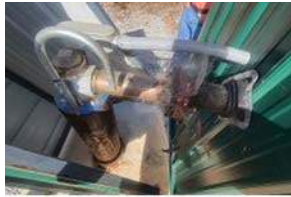
088 - AW2



089 - AW2



090 - AW2



091 - AW2



092 - BSW



093 - BSW



094 - BSW



095 - BSW



096 - BSW



097 - BSW



098 - BSW



099 - BSW



100 - BSW



101 - BSW



102 - BSW



103 - BSW



104 - BSW



105 - BSW



106 - BSW



107 - BSW



108 - BSW



109 - BSW



110 - BSW



111 - EVW & Blending Shack



112 - EVW & Blending Shack



113 - EVW & Blending Shack



114 - EVW & Blending Shack



115 - EVW & Blending Shack



116 - EVW & Blending Shack



117 - EVW & Blending Shack



118 - EVW & Blending Shack



119 - EVW & Blending Shack



120 - EVW & Blending Shack



121 - EVW & Blending Shack



122 - EVW & Blending Shack



123 - EVW & Blending Shack



124 - EVW & Blending Shack



125 - EVW & Blending Shack



126 - EW1



127 - EW1



128 - EW1



129 - EW1



130 - EW1



131 - EW1



132 - EW1



133 - EW1



134 - EW1



135 - EW1



136 - EW1



137 - EW1



138 - EW1



139 - EW1



140 - EW1



141 - EW1



142 - EW2



143 - EW2



144 - EW2



145 - EW2



146 - EW2



147 - EW2



148 - EW2



149 - EW2



150 - EW2



151 - EW2



152 - EW2



153 - EW2



154 - EW2



155 - Toccoa M1



156 - Toccoa M1



157 - Toccoa M1



158 - Toccoa M1



159 - Toccoa M1



160 - Toccoa M1



161 - Toccoa M2



162 - Toccoa M2



163 - Toccoa M2



164 - Toccoa M2



165 - Toccoa M2



166 - Toccoa M2



167 - Toccoa M2



168 - Toccoa M2



169 - Toccoa M2



170



171 - Toccoa M2



172 - Toccoa M2



173 - Toccoa M2



174 - Toccoa M2



175 - Banks County M3



176 - Banks County M3



177 - Banks County M3



178 - Banks County M3



179 - Banks County M3



180 - Bowersville M4



181 - Bowersville M4



182 - Bowersville M4



183 - Bowersville M4



184 - Bowersville M4



185 - Bowersville M4



186 - Canon M5



187 - Canon M5



188 - Canon M5



189 - Carnesville M6



190 - Carnesville M6



191 - Carnesville M6



192 - Carnesville M6



193 - Carnesville M6



194 - Carnesville M6



195 - Carnesville M6



196 - Carnesville M7



197 - Carnesville M7



198 - Carnesville M7



199 - Carnesville M7



200 - Carnesville M7



201 - Carnesville M8



202 - Carnesville M8



203 - Carnesville M8



204 - Carnesville M8



205 - Franklin Springs M9



206 - Franklin Springs M9



207 - Franklin Springs M9



208 - Franklin Springs M9



209 - Lavonia M10



210 - Lavonia M10



211 - Lavonia M10



212 - Lavonia M10



213 - Lavonia M11 & BPS



214 - Lavonia M11 & BPS



215 - Lavonia M11 & BPS



216 - Lavonia M11



217 - Lavonia M11



218 - Lavonia M11 & BPS



219 - Lavonia M11 & BPS



220 - Lavonia BPS



221 - Lavonia BPS



222 - Lavonia BPS



223 - Lavonia BPS



224 - Lavonia BPS



225 - Lavonia M11 & BPS



226 - Lavonia M11 & BPS



227 - Lavonia M12



228 - Lavonia M12



229 - Lavonia M12



230 - Lavonia M12

PERMIT NO. CP1190051

ISSUE DATE: Nov. 25, 2020

MODIFICATION DATE: Sep 10, 2021



ENVIRONMENTAL PROTECTION DIVISION

PERMIT TO OPERATE A PUBLIC WATER SYSTEM

In compliance with the provisions of the **GEORGIA SAFE DRINKING WATER ACT** of 1977, O.C.G.A. 12-5-170 et. seq., and the **RULES, CHAPTER 391-3-5**, adopted pursuant to the **ACT**

Franklin County

is issued a **PERMIT TO OPERATE A PUBLIC COMMUNITY WATER SYSTEM** named

Franklin County Water System

and located at

Carnesville, Franklin County, Georgia

THIS PERMIT to operate the above public water system shall become effective on the date shown above and shall expire, absent any prior revocation or modification, at midnight November 24, 2030.

THIS PERMIT is issued subject to the terms, conditions and schedules of compliance as follows:

1. **THE PERMITTEE** shall at all times operate the public water system in full compliance with the **GEORGIA SAFE DRINKING WATER ACT** of 1977, and the **RULES, CHAPTER 391-3-5**, adopted under the **ACT**. **THE DIRECTOR** may modify, suspend or revoke this permit as provided therein.
2. **THIS PERMIT** is transferable only with a change of ownership. **THE PERMITTEE** shall notify the succeeding owner by letter of the existing permit and surrender the original permit to the Director. The succeeding owner shall apply to the Director for a permit transfer within 30 days of receiving title to the property.
3. **THIS PERMIT** is further subject to the terms, conditions and schedules of compliance specified on the attached pages.



Richard E. Dunn, Director
Environmental Protection Division

STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

OWNER: Franklin County

PERMIT NO.: CP1190051

SYSTEM: Franklin County Water System

PERMIT CONDITIONS

4. **This permit is for the operation of a public drinking water distribution system using purchased surface water as the principal source of supply, supplemented by six (6) wells and purchased surface water springs. The total amount of water produced must not exceed the limits imposed by your groundwater withdrawal permit, ##059-0003. The approved sources of water are:**

City of Toccoa (WSID#2570001), Source #103
City of Royston (WSID#1190004), Source #104
City of Carnesville (WSID#1190001), Source #105
Well #3, 8165 Athens Road, Source #106
Banks County Water System (WSID#0110026), Source #107
City of Lavonia (WSID#1190003), Source #108
Well #4, Stone Bridge Road, Source #109
Well #5, Isbell Road, Source #110
Well #6, Holbrook Road, Source #111
Well #12, Thompson Road, Source #112
Well #13, Andrews #2, Source #113

5. The permittee must provide continuous disinfection by chlorinating all water distributed by the system to maintain a detectable residual of free chlorine in the recommended amount of 0.2 milligrams per liter in all parts of the distribution system, or as specified in Section 391-3-5-.14, as amended, of the Rules for Safe Drinking Water.

6. **The permittee shall analyze or have analyzed all microbiological and chemical samples required by the Rules for Safe Drinking Water, Chapter 391-3-5. Monitoring for each contaminant must be performed as scheduled by the Georgia Environmental Protection Division's (EPD) Watershed Compliance Program (WCP). The supplier must provide all test results to the WCP within the time frames established in the schedules. The permittee may use the laboratory services of the EPD's certified laboratory or any other laboratory certified by the WCP to perform the specific analysis. If a laboratory other than the EPD's certified laboratory is used, the laboratory results must be submitted to the following address as specified in Section 391-3-5-.30:**

Environmental Protection Division
Watershed Protection Branch Compliance Program
Drinking Water Compliance Unit
2 Martin Luther King, Jr. Drive, SE, Suite 1152 East
Atlanta, Georgia 30334

The format used to report results must be approved by the WCP and must identify the system by the water system identification number, WSID# 1190051, and the laboratory performing the analysis. The laboratory's certification number must be included on the report. Results requiring immediate notification should be reported to the WCP by telephone at (404) 463-1511 or fax at (404) 651-9590.

STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

OWNER: Franklin County

PERMIT NO.: CP1190051

SYSTEM: Franklin County Water System

PERMIT CONDITIONS

7. Reports must be maintained by the permittee on the premises of the water system and be available for inspection. **A true and correct copy of the operation records and other reports must be sent to the following address, by the tenth day of the month following the month being reported, unless otherwise stated in Section 391-3-5-.30 or elsewhere in the Rules:**

Environmental Protection Division
Northeast District Office
745 Gaines School Road
Athens, GA 30605-3129
Phone: (706) 369-6376
Fax: (706) 369-6398

8. **The permittee shall ensure that this public water system is operated in compliance with the Georgia Certification of Water and Wastewater Treatment Plant Operators and Laboratory Analysts Act, as amended, and the Rules adopted thereunder. The certification classification must be consistent with the public water system classification specified in Section 391-3-5-.39 of the Rules for Safe Drinking Water.**

9. The permittee shall comply with O.C.G.A Sections 12-5-7 and 12-5-8 regarding limitations on outdoor irrigation, local variances from state restrictions on outdoor watering, and any rules and regulations related to drought management promulgated thereafter. This condition applies to any water system that holds a water withdrawal permit, or uses water provided by a system with a withdrawal permit.

10. Drinking water distributed by the permittee should not contain any impurity which will cause offense to the sense of sight, taste or smell and should not be excessively corrosive as to cause degradation of the water quality or deterioration of the distribution system, as specified in Section 391-3-5-.19 and .26 of the Rules for Safe Drinking Water.

11. The permittee is required to have a water conservation plan on file with the Division.

12. **The permittee is required to provide continuous fluoridation to all water distributed by the system, as specified in Section 391-3-5-.16 of the Rules for Safe Drinking Water.**

13. The permittee shall comply with Section 391-3-5-.40, Wellhead Protection and the approved Wellhead Protection Plan, which is incorporated herein by reference as a condition of this permit.

14. The permittee shall comply with Section 391-3-5-.06 of the Rules for Safe Drinking Water and shall meter all water supply sources connected to the public water system and shall report the system's water usage to the EPD's Northeast District Office.

15. The permittee shall comply with Section 391-3-5-.10 of the Rules for Safe Drinking Water and shall meter all new services connected to public water systems, unless specifically directed otherwise by the Director.

16. This permit replaces all Permits to Operate a Public Water System previously issued for the operation of this public water system.



270 - Carnesville S1



248 - Carnesville T1



249 - Carnesville T1



250 - Carnesville T1



251 - Carnesville T1



252 - Carnesville T1



253 - Carnesville T1



254 - Carnesville T1



255 - Carnesville T1



256 - Carnesville W1



257 - Carnesville W1



258 - Carnesville W1



259 - Carnesville S1



260 - Carnesville S1



261 - Carnesville S1



262 - Carnesville S1



263 - Carnesville S1



264 - Carnesville S1



265 - Carnesville S1



266 - Carnesville S1



267 - Carnesville S1



268 - Carnesville S1



269 - Carnesville S1

**ENVIRONMENTAL PROTECTION DIVISION
DEPARTMENT OF NATURAL RESOURCES
STATE OF GEORGIA
PERMIT TO USE GROUNDWATER**

PERMIT NUMBER	059-0003	DATE:	February 24, 2016
PERMIT HOLDER'S NAME	Franklin County		
PERMIT HOLDER'S ADDRESS	141 Athens Street (P.O. Box 159), Carnesville, GA 30521 - Franklin County		
In accordance with the Provisions of the Groundwater Use Act, (O.C.G.A § 12-5-90 et seq.) as amended, and the Rules and Regulations for Groundwater Use, Chapter 391-3-2, promulgated pursuant thereto, this Permit is issued to withdraw, obtain, or utilize a maximum system wide total of groundwater in the amount of: <u>1.545</u> million gallons per day monthly average and <u>1.545</u> million gallons per day annual average; from four well(s) located near <u>Carnesville, Georgia – Franklin County</u> for the purpose of a consumptive use for <u>a central water supply</u> .			

This Permit is conditioned upon the permit holder complying with the following:

STANDARD CONDITIONS

- (1) The provisions of the Groundwater Use Act, as amended, or any of the Rules and Regulations promulgated pursuant thereto;
- (2) The Permit must not be transferred except with the approval of the Georgia Environmental Protection Division (EPD);
- (3) The Groundwater Withdrawal Report will be submitted MONTHLY in accordance with the following schedule:
 - Production between the first day of the month and the last day of the month will be submitted to EPD by the 10th day of the following month (ex. January 1st through January 31st groundwater withdrawal data will be reported to the EPD by February 10th).
- (4) The withdrawal of groundwater is limited to the quantities and purpose of the water herein specified.

SPECIAL CONDITIONS


- (5) This Permit is valid for ground water withdrawal from the **Crystalline Rock** Aquifer. No other aquifer(s) can be used without the approval of the EPD.
- (6) If multiple aquifers are designated in Special Condition (5) above, groundwater withdrawal of each aquifer must be reported separately. Each aquifer must be identified on the Groundwater Withdrawal Report, as well as listing the well or wells that are producing in each aquifer. If a well is producing in more than one aquifer, it is to be noted. The Groundwater Withdrawal Report must be submitted in accordance with the schedule outlined in Standard Condition (3) of this permit.
- (7) The replacement of any permitted well must receive prior approval from EPD.

And the additional attached conditions (8 through 12), which are hereby made a part of this Permit.

In accordance with the application dated **October 19, 2015** and in conformity with the statements and supporting data entered therein or attached thereto, all of which are filed with the EPD and are hereby made part of this Permit.

This permit is effective from the date first above written and is subject to revocation on evidence of noncompliance with any of the provisions of the Groundwater Use Act, as amended, or any of the Rules and Regulations promulgated pursuant thereto; or with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit.

Absent prior revocation in accordance with the above language, this Permit will expire on the **24th day of February, 2026.**

DIRECTOR'S SIGNATURE	DATE:	Director
	February 24, 2016	Environmental Protection Division Department of Natural Resources

SPECIAL CONDITIONS

- (8) This groundwater withdrawal permit and any future modifications or re-issuances of such, is conditional upon implementation of the Water Conservation Plan. This permit holder must demonstrate an effort to increase water use efficiency.
- (9) The permit holder must abide by applicable water conservation requirements.
- (10) The permit holder must abide by applicable drought response requirements.
- (11) In accordance with the Groundwater Use Rules, 391-3-2-.08(2), a permit holder will analyze a raw groundwater sample for specific conductance on an annual basis. Analysis for specific conductance must be conducted in accordance with 40 Code of Federal Regulations, Part 141.89. A raw groundwater sample must be collected for every five permitted wells (i.e., if you have between one and five permitted wells, collect one raw groundwater sample for analysis; if you have between six and ten permitted wells, collect a raw groundwater sample from two of the permitted wells, etc.). The groundwater samples will be collected from the highest yielding wells. The results must be submitted to EPD on corporate letterhead and will include the date sampled, well number, temperature of water sample at time of testing, the specific conductance result, and the units of measurement.
- (12) This permit supersedes any and all previous permits of the same permit number.

PERMIT MODIFICATION

The permit holder may seek modification of any of the terms of an unexpired permit upon written request to the Director. The Georgia EPD has the authority to modify any groundwater withdrawal permit at any time.

STATE OF GEORGIA
COUNTY OF BANKS

WATER SALE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 2004, by and between FRANKLIN COUNTY, GEORGIA, duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board, hereinafter referred to as "Franklin County"; and BANKS COUNTY, GEORGIA, duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board, hereinafter referred to as "Banks County";

WITNESSETH:

WHEREAS, the parties hereto mutually desire to purchase water from the other on a continuous basis; and

WHEREAS, the parties agree to sell water to each other under certain stipulations; and

WHEREAS, Franklin County and Banks County deem it appropriate to more formally reduce their agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereinafter set out, it is contracted and agreed by and between Franklin County and Banks County, each acting by and through its duly authorized officials, governing authorities, and agents after proper resolutions, as follows:

1.

The parties hereto covenant to sell and deliver to each other such quantity of potable water as each may require on a continuous basis to serve residential and commercial customers of each party's respective water system.

2.

The parties covenant and agree to pay to each other a monthly per thousand gallon wholesale rate for such party's respective usage at a cost of one dollar and sixty six cents per thousand gallon (1.66). Each party shall read the meter reading at the hereinafter described connection point between the two systems on a monthly basis to ascertain the volume of water supplied by each to the other for all water used during the metered reading period. The rate charged herein may be changed upon sixty (60) days' notice by either party to the other.

3.

Each party shall pay to the other no later than twenty (20) days after receipt of the monthly billings by such party based on said volume and rate noted above.

4.

The connection between the Franklin County water system and the Banks County water system shall be located on State Route 59 near the Banks/Franklin County line. Flow of water from either system into the other party's system at the said connection point shall be discontinued by either party if said flow is deemed to be non-potable, i.e. does not meet the Georgia Environmental Protection Division Rules for Safe Drinking Water including both primary and secondary containment levels.

5.

Franklin County shall be in charge of letting and accepting all bids and contract of the installation, materials and supplies for the water line and metering station described herein. Franklin County shall bear all cost associated with said connection, less \$2,500 to be paid by Banks County.

6.

Banks County shall have the right of access to said metering station for the purpose of inspection and meter reading of meter. Each party shall have the right, at its own expense and with its own personnel or others hired by it, to test said meter and to check said meter for accuracy at any time it deems the same to be necessary. Franklin County shall be responsible for all repairs and maintenance of said metering station, with costs shared on a fifty percent (50%) basis for each county.

7.

Each County shall, at its own risk and expense, install, maintain and operate any other facilities in their respective systems beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. Neither County shall be responsible for water pressures or other hydraulic problems of the other County after the water passes through the aforesaid point of connection.

8.

In the event of any shortage of water by either County by reason of force majeure or other cause not reasonably within the control of said County, each County agrees to share on a pro-rated basis with all of its customers any water that is available. Each County's allocation of water in this situation will be the volume of water used by each County during the twelve (12) consecutive

months prior to the period of water shortage, divided by the total volume of water supplied by each County to the other to be available. This paragraph is not subject to the arbitration clause hereinafter set forth.

9.

The Term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, first hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such liability.

10.

None of the terms of this agreement shall prevent the parties from negotiating the right for future installations of water lines.

11.

None of the terms of this agreement shall prevent either County from constructing water distribution facilities throughout its County as may from time to time be required.

12.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. Banks County will appoint one arbitrator and Franklin County will appoint one arbitrator and the two so appointed arbitrators shall select a third arbitrator and the decision of two of the three chosen arbitrators shall control, and their decision in the matter shall be binding on the parties hereto; provided, however, that if the two arbitrators first chosen cannot agree on the third arbitrator, each party hereto may apply to the Judge of the Superior Court of Banks County for the appointment of a third arbitrator. Any party dissatisfied with the final decision of the arbitrators may appeal that decision de novo to the Superior Court of Banks or Franklin Counties. This paragraph shall not apply to any matters contained in paragraph 2 herein.

13.

It is expressly understood and agreed by and between the parties hereto that neither County shall have liability to the other County for either County's inability to provide all water needed by the other County under the terms and conditions set forth herein, and further, each County shall

indemnify and hold harmless the other County from any and all liability and claims of damage made against a County by any customer of the other's.

14.

In the event any phrase, clause, sentence, paragraph or section of this contract and agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in no wise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

15.

This contract and agreement shall be effective upon due execution by the parties hereto on the day and year first above written and shall remain in full force until termination in writing by either party hereunder upon 30 days written notice to the other party. This agreement shall begin on this 7th day of June, 2004 and shall terminate upon 180 days notice by either party to the other.

16.

It is mutually agreed by and between the parties hereto that this contract and agreement or any renewal thereof shall have no effect whatsoever on any rights, duties or laws affecting either party hereto in their relationship to each other, or their relationships with any third parties.

17.

Neither County shall assign this contract and agreement without the written consent of the other County.

18.

Provisions of the Revenue Bond Law (Georgia Laws 1957, Page 37, Et. Seq., as amended, amending the law formerly known as Revenue Certificate Law of 1937, Georgia Laws 1957, Page 761, Et. Seq., as amended), are made a part hereof, incorporated herein, and where in conflict with any of the terms of this agreement, said Revenue Bond Law shall control.

19.

All resolutions or parts of resolutions in any prior agreements, contracts or ordinances, if any, which are in conflict with this agreement are hereby expressly repealed.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized

officials and officers, pursuant to appropriate resolutions and ordinances hereinafore duly and properly adopted by each, have caused this contract and agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering to the other a copy having full force and effect of the original, on the day, month and year first above written.

COUNTY OF FRANKLIN

By: Samuel D. Eder (SEAL)

COUNTY SEAL

Attest: Lauren A. Hilley (SEAL)

COUNTY OF BANKS

By: Kenneth Brady (SEAL)

COUNTY SEAL

Attest: Alvin [Signature] (SEAL)

GEORGIA, HART COUNTY
GEORGIA, FRANKLIN COUNTY

THIS AGREEMENT made this 8th day of October, 2007, by and between the TOWN OF BOWERSVILLE, a Municipal Corporation organized under the laws of the State of Georgia, party of the first part (hereinafter called "Town") and FRANKLIN COUNTY, a Political Subdivision of the State of Georgia, party of the second part (hereinafter called "County").

WITNESSETH:

IN CONSIDERATION of the mutual promises of the parties hereto and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County agrees to sell and deliver water to the Town subject to the conditions stated hereafter.
2. The Town agrees to purchase water from the County subject to the conditions stated hereafter.
3. The Town agrees to purchase from the County a minimum of 100,000 gallons of water per month.
4. The County agrees to sell to the Town up to the maximum quantity deliverable by the County. In the event of an extended shortage of water, or the supply of water available to the Town is otherwise diminished over an extended period of time, the supply of water to the Town shall be reduced or diminished in the same ratio or proportion as the supply to the County's consumers is reduced or diminished.
5. The County will deliver water to the meter point, said meter point being defined as the point located near the intersection of State Route 17 and Jessie Leard Road at a point of connection with the Town Water Distribution System and the County

service.

6. The county agrees to reimburse the Town for the cost of materials used to construct the 8" waterline, valves and hydrants from the intersection of SR 327 and SR 17 to the metering point located at the intersection of SR 17 and Jessie Leard Road for the Town.
7. The water as delivered by the County will meet all appropriate Environmental Protection Division of the Department of Natural Resources standards.
8. All meters and other equipment, including any costs for backflow prevention, and all other costs related to the connection of the Town Water Distribution System and the County Water Distribution System, shall be furnished and installed at the sole expense of the Town under the supervision and inspection of the County or its engineers or representatives. The meter shall be of size and make satisfactory to the County. The County agrees to maintain said meter and other equipment and to cause such repairs and/or adjustments as may from time to time be necessary to be properly made. Such repairs shall be made at no expense to the Town unless it can be shown that the necessity for such repairs was brought about by any improper act or neglect on the part of the Town. The Town shall be responsible for maintenance and annual testing of the required backflow device.
9. The Town agrees to accept the County's estimate of quantities of water supplied during all periods in which the meter fails to measure correctly all water supplied by the County provided there is a reasonable basis for such estimates.
10. Any treatment of the water beyond the meter point shall be the responsibility of the Town.

11. For the protection of the health of all consumers supplied with water from the Water System of the County, the Town agrees to guard carefully against all forms of contamination and that if at any time contamination should occur, the County shall have the right to immediately shut off supply water to the Town until such conditions have been abated and the water declared again safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.
12. The Town is aware that the County purchases water from various sources. The County expressly reserves the right to discontinue temporarily the supply of water in the event it is unable to obtain water from said supplies, or in the event of any emergency or catastrophe.
13. The Town agrees to comply with all County ordinances to the same extent that any other County water customer would be expected to comply.
14. The Town agrees to pay to the County for all water supplied by the County at the following rate:

\$2.11 per 1,000 gallons

 - (a) The rates charged by the County to the Town may be changed from time to time, it being mutually understood and agreed that such initial and future increases being based upon the cost of the County in obtaining and distributing such water to the meter point, including operating and maintenance expenses.
 - (b) The County shall give the Town ninety (90) days notice of any change in the rates. Such notice shall be in writing and shall be delivered in person or by mail to the Town's Mayor.

(c) Cost for water shall be rendered monthly and delivered to the County and shall be payable on or before the due date shown thereon, which shall be not less than fifteen (15) days from and after delivery of such statement. There shall be a further charge of ten percent (10%) of the amount of the bill if not paid on or before the due date. In the event payment is not received by the County within forty-five(45) days after the date of such written notice, the County shall have the right and option to discontinue the water service. In the event the County discontinues such service, the Town shall not be relieved of its obligation for water delivered to the Town prior to such time. The failure of the County to exercise such right shall not constitute a waiver on the part of the County to thereafter terminate such service.

(d) The Town agrees to pay the County a minimum monthly payment of Two Hundred Eleven Dollars (\$211.00) per month, regardless of actual volume of water delivered.

15. No failure or delay in performance of this contract by either party shall be deemed a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accident to machinery or lines of pipe.
16. This agreement shall continue for a period of ten (10) years. After such ten (10) year period, the agreement may be terminated by either party upon one year written notice served upon the other party or at any time by mutual consent of both parties.
17. This agreement is entered into pursuant to the provision of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia.
18. This agreement shall inure to the benefit of and be binding upon the respective

parties hereto upon its approval by the Town Council of the Town of Bowersville and the Board of Commissioners of Franklin County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the day and year first above written.

TOWN OF BOWERSVILLE

By: John Bailey - Mayor

Attest: Ine S. Sanders
Town Clerk

Witnesses:

Judy H. Burdette

FRANKLIN COUNTY

By: Franklin County Mgr

Attest: Lauren G. Hilley

Witnesses:

Elaine H. Eran
Blonda Gant

**FRANKLIN COUNTY, GA
BOARD OF COMMISSIONERS**

CITY OF LAVONIA, GA

WATER SUPPLY MEMORANDUM OF UNDERSTANDING

Franklin County Board of Commissioners (COUNTY) and City of Lavonia (CITY) agree to cooperate in a bipartisan manner for each other's mutual benefit. This is a follow up to Water System Planning – 2022 Franklin County Water Supply, Preliminary Project Summary, dated August 15, 2022 (See attached).

COUNTY wants additional water supply. Usage demands are increasing from growth and potential developments and some of COUNTY'S wells have diminished capacity and degrading water quality.

CITY will initially provide 0.2 mgd of water which will increase to 1.0 mgd.

COUNTY to submit for GEFA grant/loan application for 2023 funding cycle to cover new booster pump station and other needed county system improvements. COUNTY will cover all costs associated with this work.

CITY to submit for GEFA EDA ARC grant/loan applications for 2023 funding cycle to cover critical WTP upgrades and distribution improvements within the city system. EDA grant application will be a joint application. COUNTY will make a financial contribution to the project and will cover a portion of the upfront planning and funding application cost.

COUNTY and CITY to develop Water Sales Agreement detailing cooperation of both parties.

The tentative schedule:

Planning Documents and Funding Applications	11/22 - 3/23
Construction Documents & Permitting	4/23 – 12/23
Bidding and Construction Phases	1/24 – 12/24

Approved by:

**FRANKLIN COUNTY, GA
BOARD OF COMMISSIONERS**



Kyle Foster (Chair)

11-11-22

Date

CITY OF LAVONIA, GA



Courtney Umbehant (Mayor)

11/10/2022

Date

STATE OF GEORGIA
COUNTY OF MADISON

6

INTERGOVERNMENTAL WATER SUPPLY AGREEMENT
BETWEEN FRANKLIN COUNTY AND
THE MADISON COUNTY INDUSTRIAL DEVELOPMENT AND BUILDING AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT effective this 2nd day of Nov., 2009 by and between Franklin County, Georgia ("Franklin County"), a political subdivision of the State of Georgia, and the MADISON COUNTY INDUSTRIAL DEVELOPMENT AND BUILDING AUTHORITY (hereinafter the "Authority"), a public corporation and instrumentality of the State of Georgia and of Madison County, created by the provisions of 1965 Ga. L. 718 et seq.

WITNESSETH

WHEREAS, the parties are desirous of connecting their respective water supply systems in order to provide access to public water supply for each other and to provide and sell treated water to and from each other through their respective and future water distribution supply system in times of need or emergency; and

WHEREAS, Franklin County and the Authority recognize that water resources are finite and that water conservation should be encouraged by the Authority and by Franklin County and that the citizens of both counties need economical, reliable and safe sources of water to meet the growing demands for the citizens and for trade, commerce, and industry within the counties; and

WHEREAS, Franklin County agrees that Authority should be compensated for supplying water to Franklin County and Franklin County should be compensated for supplying water to the Authority at a rate equal to the rate at which Franklin County purchases water from the City of Toccoa plus an additional twenty-five (\$0.25) cents per thousand gallons (currently totaling \$2.21 per thousand gallons including the additional \$0.25 charge, and to be adjusted annually based upon the Consumer Price Index pursuant to the terms of Franklin County's agreement with the City of Toccoa attached hereto as Exhibit "A"), and Franklin County and the Authority are agreeable to same; and

WHEREAS, pursuant to the Service Deliveries Strategy Act, O.C.G.A. § 36-70-24, said method of providing services is desirable to eliminate duplication of services.

NOW, THEREFORE, the parties agree as follows:

1. Service to be provided. Franklin County shall provide water to the Authority, and the Authority shall provide water to Franklin County, at the metering point where the Franklin County water distribution supply line and the Authority water distribution supply line are connected. Franklin County and the Authority each agree on a joint connection location and metering point at the northern end of Hannah Creek Church Road (Madison County Road CR 26) in Madison County at the Franklin County boundary. The joint connection shall distribute water through a two way flow valve provided and installed by the Authority. Franklin County shall provide and the Authority shall install a bi-directional flow water meter at the joint connection between the water supply systems. The Authority agrees, at its own expense, to extend the Franklin County Water System to the metering system described in this paragraph above, all in accordance with those plans and specifications attached hereto as Exhibit "B." In support of the water system interconnection and in consideration of the commitment by the Authority to purchase water from Franklin County contained herein, Franklin County agrees to provide to the Authority three thousand (3,000') feet of C900 PVC pipe, three (3) fire hydrants and necessary valves and fittings to be installed within the Madison County Water System.
2. Applicable Water Rates. The parties each shall provide water to the other at a rate equal to the rate at which Franklin County purchases water from the City of Toccoa plus an additional twenty-five (\$0.25) cents per thousand gallons (currently \$2.21 per thousand gallons, and to be adjusted annually based upon the Consumer Price Index pursuant to the terms of Franklin County's agreement with the City of Toccoa attached hereto as Exhibit "A"). Neither party shall charge any connection fee, tap fee, meter fee, availability fee, sewer fee, sewer tap fee, or service deposit to the other. Each party shall bill and/or pay the other party for water according to the policy used for customers of the supplying party at the rates set forth above.

3. Minimum Monthly Purchase. The Authority shall purchase at least twenty thousand (20,000) gallons of water per month from Franklin County.
4. Term. The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after the date of its execution by the last party to execute the same (effective date), and shall continue in full force and effect for a period of twenty-five (25) years from said effective date.
5. Future Expansion of Madison County Water System: The Authority shall be allowed to expand its water distribution and supply system in Madison County, and to operate, repair, and maintain said system without further amendment to this Agreement; provided, however, that if and when the portion of the Madison County Water System connected to the interconnection with the Franklin County Water System provided for herein becomes connected to any water source other than the Franklin County Water System and/or the City of Royston Water System, including any source within or outside Madison County, Franklin County reserves the right to install backflow prevention devices between the Madison County and Franklin County Water Systems.
6. Liability. Neither party shall be liable to the other party for failure to provide water, nor claim damages against the other party for any reasonable failure to provide water.
7. Entire Agreement. This contract contains the entire agreement between the parties, and supersedes all prior discussions and agreements between the parties. This contract may not be modified or altered except upon agreement signed by all parties signatory hereto. All prior agreements, whether written or oral, shall from and after the date hereof be null and void. Any ambiguity in this agreement shall not be construed against or interpreted disfavorably toward the party who drafted this document merely because that party drafted the agreement. This Agreement may be executed in duplicate originals with each party retaining a duplicate original signed by all parties hereto, and in such case both duplicate originals shall be read together as a single document. All modifications or changes to originals must be initialed by all parties.

8. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but that this Agreement shall be construed and enforced as if such illegal or invalid provision(s) had not been contained herein, and this Agreement shall be construed to adopt, but not enlarge upon, all the applicable provisions of the constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said constitutional laws, the latter as adopted by the Legislature and as interpreted by the courts of this date shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

IN WITNESS WHEREOF, The Madison County Industrial Development and Building Authority and Franklin County, Georgia, by their duly authorized officers or board members, have caused this Agreement to be executed and each party has caused its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to Franklin County is hereby acknowledged, as of the day and year first above written.

So Resolved, Passed and Approved this 19 Day of October, 2009 at a Meeting of the Madison County Industrial Development and Building Authority

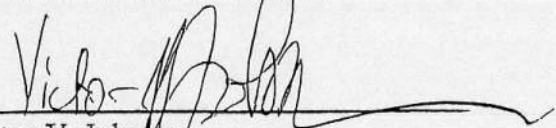
MADISON COUNTY INDUSTRIAL
BUILDING AND DEVELOPMENT
AUTHORITY

BY: 
CHAIRPERSON

ATTEST: 
SECRETARY

(SEAL)

APPROVED AS TO FORM:


Victor Y. Johnson
Graham Law Firm, LLC
Attorney for Authority

DATE SIGNED: 10-19-09

[SIGNATURES CONTINUE ON NEXT PAGE]

So Resolved, Passed and Approved this 2nd day of November, 2009, at a meeting of the Board of Commissioners of Franklin County, Georgia.

FRANKLIN COUNTY, GEORGIA

By: Samuel D. Elwell
Chairman

Attest: Lawrence B. Willey
Clerk

(SEAL)

APPROVED AS TO FORM:

COUNTY ATTORNEY

STATE OF GEORGIA
FRANKLIN COUNTY

WATER SALE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2013, by and between **FRANKLIN COUNTY, GEORGIA**, duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board, hereinafter referred to as "Franklin County"; and **TOWN OF MARTIN, GEORGIA**, duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board, hereinafter referred to as "Town of Martin";

WITNESSETH:

WHEREAS, the parties hereto mutually desire to purchase water from the other on an as needed basis; and

WHEREAS, the parties agree to sell water to each other under certain stipulations; and

WHEREAS, Franklin County and Town of Martin deem it appropriate to more formally reduce their agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereinafter set out, it is contracted and agreed by and between Franklin County and Town of Martin, each acting by and through its duly authorized officials, governing authorities, and agents after proper resolutions, as follows:

1.

The parties hereto covenant to sell and deliver to each other such quantity of potable water as each may require on an as needed basis to serve residential and commercial customers of each party's respective water system.

2.

The parties covenant and agree to pay to each other a monthly per thousand gallon wholesale rate for such party's respective usage at a rate equal to the rate at which Franklin County purchases water from the City of Toccoa plus an additional twenty-five (\$0.25) cents per thousand gallons (currently totaling \$2.30 per thousand gallons including the additional \$0.25 charge), and to be adjusted annually based upon the Consumer Price Index pursuant to the terms of Franklin County's agreement with the City of Toccoa. Each party shall read the meter reading at the hereinafter described connection point between the two systems on a monthly basis to ascertain the volume of water supplied by each to the other for all water used during the metered reading period. The rate charged herein may be changed upon sixty (60) days' notice by either party to the other.

3.

Each party shall pay to the other no later than twenty (20) days after receipt of the monthly billings by such party based on said volume and rate noted above.

4.

The connection between the Franklin County water system and the Town of Martin water system shall be located on Greater Hope Road near the intersection of Clarks Creek Road. Flow of water from either system into the other party's system at the said connection point shall be discontinued by either party if said flow is deemed to be non-potable, i.e. does not meet the Georgia Environmental Protection Division Rules for Safe Drinking Water including both primary and secondary containment levels.

5.

Town of Martin shall be in charge of letting and accepting all bids and contract of the installation, materials and supplies for the water line and metering station (Master Meter) described herein. Town of Martin shall bear all cost associated with said connection.

6.

Town of Martin shall have the right of access to said metering station for the purpose of inspection and meter reading of meter. Each party shall have the right, at its own expense and with its own personnel or others hired by it, to test said meter and to check said meter for accuracy at any time it deems the same to be necessary. Franklin County shall be responsible for all repairs and maintenance of said metering station, with costs shared on a fifty percent (50%) basis for each party.

7.

Each party shall, at its own risk and expense, install, maintain and operate any other facilities in their respective systems beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. Neither party shall be responsible for water pressures of other hydraulic problems of the other party after the water passes through the aforesaid point of connection.

8.

In the event of any shortage of water by either party by reason of the force majeure of other cause not reasonably within the control of said party, each party agrees to share on a pro-rated basis with all of its customers any water that is available. Each party's allocation of water in this situation will be the volume of water used by each party during the twelve (12) consecutive months prior to the period of water shortage, divided by the total volume of water supplied by each party to the other to be available. This paragraph is not subject to the arbitration clause hereinafter set forth.

9.

The Term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such liability.

10.

None of the terms of this agreement shall prevent the parties from negotiating the right for future installations of water lines.

11.

None of the terms of this agreement shall prevent either party from constructing water distribution facilities throughout its delivery area as may from time to time be required.

12.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. Town of Martin will appoint one arbitrator and Franklin County will appoint one arbitrator and the two so appointed arbitrators shall select a third arbitrator and the decision of two of the three chosen arbitrators shall control, and their decisions in the matter shall be binding on the parties hereto; provided, however, that if the two arbitrators first chosen cannot agree on the third arbitrator, each party hereto may apply to the Judge of the Superior Court of the Town of Martin for the appointment of a third arbitrator. Any party dissatisfied with the final decision of the arbitrators may appeal that decision de novo to the Superior Court of the Town of Martin or Franklin County. This paragraph shall not apply to any matters contained in paragraph 8 herein.

13.

It is expressly understood and agreed by and between the parties hereto that neither party shall have liability to the other party for either party's inability to provide all water needed by the other party under the terms and conditions set forth herein, and further, each party shall indemnify and hold harmless the other party from any and all liability and claims of damage made against the party by any customer of the other's.

14.

In the event any phrase, clause, sentence, paragraph or section of this contract and agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any matter or respect whatsoever, it shall in no wise affect any or all of the remaining provision, all of which shall remain in full force and effect.

15.

This contract and agreement shall be effective upon due execution by the parties hereto on the day and year first above written and shall remain in full force until termination in writing by either party hereunder upon 30 days written notice to the other party. This agreement shall begin on this 8th day of NOVEMBER, 2013 and shall terminate upon 180 days notice by either party to the other.

16.

It is mutually agreed by and between the parties hereto that this contract and agreement or any renewal thereof shall have no affect whatsoever on any rights, duties or laws affecting either party hereto in their relationship to each other, or their relationships with any third parties.

17.

Neither party shall assign this contract and agreement without the written consent of the other party.

18.

All resolutions or parts of resolutions in any prior agreements, contracts or ordinances, if any, which are in conflict with this agreement, are hereby expressly repealed.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinbefore duly and properly adopted by each, have caused this contract and agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering to the other a copy having full force and effect of the original, on the day, month and year first above written.

FRANKLIN COUNTY, GEORGIA

By: Thomas J. Burges (SEAL)

COUNTY SEAL

Attest: Elaine H. Evan (SEAL)

TOWN OF MARTIN, GEORGIA

By: Donald G. Zestee (SEAL) Mayor

TOWN SEAL

Attest: W. Curtis Pankin (SEAL)

GEORGIA, STEPHENS COUNTY

THIS AGREEMENT made this 1ST day of NOVEMBER, 2004, by and between the CITY OF TOCCOA, a Municipal Corporation organized under the laws of the State of Georgia, party of the first part (hereinafter called "City") and FRANKLIN COUNTY, a County organized under the laws of the State of Georgia, party of the second part (hereinafter called "County").

WITNESSETH:

IN CONSIDERATION of the mutual promises of the parties hereto and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agreed as follows:

1. The City agrees to sell and deliver water to the County subject to the conditions stated hereafter. This agreement supercedes and replaces any prior agreement made between these two parties.
2. The County agrees to purchase water from the City subject to the conditions stated hereafter. This agreement supercedes and replaces any prior agreement made between these two parties.

3. The City agrees to sell to the County an amount of up to 1,000,000 gallons of water per day, on a monthly average, with a peak day demand of up to 1,400,000 gallons per day. This amount is based on a 30-day calendar month (regardless of the number of days in the month or the specific dates of meter reading) and is thereby limited to 30 million gallons per billing period.

4. The City will deliver water to the meter point, said meter point being defined as the point located on State Route 63 (a.k.a. Sunshine Church Road) near Stephens/Franklin Count line at a point of connection with the City Water Distribution System and the County service. A second connection currently exists at the intersection of Gooseneck Road and Georgia Highway 106; at the County's option and expense, this meter point may be relocated close to the intersection of Georgia Highway 320 and Georgia Highway 106.

5. The water as delivered by the City will meet all appropriate EPD Standards.

6. All meters and other equipment, including any costs for backflow prevention, and all other costs related to the connection of the City Water Distribution System an the County Water Distribution System, shall be furnished and installed at the sole expense of County under the supervision and inspection of the City or its engineers or representatives. The meters shall be of size and make satisfactory to the City. The City agrees to maintain said meter and other equipment and to cause such repairs and/or adjustments as may from

time to time be necessary to be promptly made. Such repairs shall be made at no expense to the City unless it can be shown that the necessity for such repairs was brought about by any improper act or neglect on the part of the City.

7. The County agrees to accept the City's estimate of quantities of water supplied during all periods in which the meter fails to measure correctly all water supplies by the City provided there is a reasonable basis for such estimates.
8. Any treatment of the water beyond the meter point shall be the responsibility of the County.
9. For the protection of the health of all consumers supplied with water from the Water System of the City, the County agrees to guard carefully against all forms of contamination and that if any time contamination should occur the City shall have the right to immediately shut off supply water to the County until such conditions have been abated and the water declared again safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.
10. The County is aware that the City obtains water from watersheds in Stephens and Habersham Counties and from Lake Yonah (the latter being owned by the

Georgia Power Company). The City expressly reserves the right to discontinue temporarily the supply of water in the event of a drought, or in the event it is unable to obtain water from Lake Yonah or in the event of any emergency or catastrophe.

11. The County agrees to comply with all City ordinances to the same extent that any other City industrial water customer would be expected to comply.

12. The County agrees to pay the City for all water supplied by the City at the following rates:

For the Period of the First year (twelve billing cycles) beginning with the first date written above -

For the first Thirty Million Gallons \$1.55 per 1,000 Gallons

Over Thirty Million Gallons \$2.33 per 1,000 Gallons

For the Period of the Second year (the next twelve billing cycles) -

For the first Thirty Million Gallons \$1.70 per 1,000 Gallons + CPI

Over Thirty Million Gallons \$2.55 per 1,000 Gallons + CPI

(a) The rates charged by the City to the County shall be adjusted annually based on changes in the consumer price index (CPI) as determined by the federal government. As noted above, the thirteenth billing cycle shall be increased to \$1.70 per thousand gallons, plus the increase of the Consumer Price Index of the immediately preceding 12-month period. Thereafter, increases by the

amount of the CPI shall commence on the beginning of the twenty-fifth billing cycle and continue every twelve months thereafter, throughout the term of this agreement. The amount charged for water in excess of thirty million gallons per billing period shall be 150% of the cost per thousand gallons for that water under thirty million gallons.

- (b) The City shall give the County ninety days notice of any change in the rates. Such notice shall be in writing and shall be delivered in person or by mail to the Board of Commissioners of Franklin County.
- (c) Cost for water shall be rendered monthly and delivered to the County Clerk and shall be payable on or before the due date shown thereon which shall be not less than fifteen days from and after delivery of such statement. There shall be a further charge of 5% of the amount of the bill if not paid on or before the due date. In the event payment is not received by the City within thirty days after the date of such written notice, the City shall have the right and option to discontinue the water service. In the event the City discontinues such service, the County shall not be relieved of its obligation for water delivered to the County prior to such time. The failure of the City to exercise such right shall not constitute a waiver on the part of the City to thereafter terminate such service.
- (d) The County agrees to pay the City a minimum monthly of \$3,600.00, regardless of actual volume of water delivered.

13. No failure or delay in performance of this contract by either party shall be deemed a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accident to machinery or lines of pipe.

14. This agreement shall continue for up to a period of thirty (30) years, consisting of three, 10-year, automatically renewing terms. After the first ten-year term, the agreement may be terminated by either party upon five-year written notice served upon the other party or at any time by mutual consent of both parties. After the three, 10-year terms, either party may terminate this agreement upon one year written notice served upon the other party or at any time by mutual consent of both parties.

15. This agreement is entered into pursuant to the provision of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia. It is agreed and understood that the Superior Court of Stephens County shall have exclusive jurisdiction of any dispute which might arise out of or in connection with this water contract.

16. This agreement shall issue to the benefit of and be binding upon the respective parties hereto and its approval by the City Commission of the City of Toccoa and Board of Commissioners of Franklin County.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF TOCCOA

BY Terrell Morgan

ATTEST: Donald E. Dye

WITNESS:

H. M. M. M.
Stephen K. K. K.

FRANKLIN COUNTY

BY Sam E. E.

ATTEST: Lauren B. B.

WITNESS:

Elaine H. H.
Lee D. D.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered this 10th day of September, 2008, by and between **FRANKLIN COUNTY**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County"), and Jack E. Andrews (hereinafter called "Owner").

WITNESSETH:

WHEREAS, the County is seeking well sites inside the County to increase the County's local production of water; and

WHEREAS, the Owner represents and warrants that he is the rightful Owner of the pertinent property described below that forms the basis for this Agreement, and that he has the full legal right, power, and authority to enter into this Agreement and to perform his duties and obligations hereunder;

WHEREAS, the County represents and warrants that it is a governmental entity duly created and existing pursuant to the laws of the State of Georgia, and as such, has the full legal right, power, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

WHEREAS, the Parties agree and acknowledge that the well and the water system subject to this Agreement are governed by all applicable laws, rules, and regulations existing under federal and state law, the Georgia Environmental Protection Division of the Georgia Department of Natural Resources (the "EPD"), and any other state or federal agency having appropriate jurisdiction;

WHEREAS, the Owner desires to lease a well and well lot;

NOW, THEREFORE, for and in consideration of the above-stated recitals and the mutual covenants herein contained and for Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and the Owner do hereby agree as follows:

1. **The Property.** The Owner is the sole and rightful fee simple Owner of certain real property (the "Property") on which a deep water well is currently located and on which an additional well is intended to be drilled by the Owner. The Property consists of 0.17 acre and is more particularly described and delineated as Jack Andrews Well on Survey for Franklin County, by Bartlett & Cash Land Surveyors, Inc., Surveyor, dated August 28, 2008, as recorded in Plat Book 28, Page 909, Franklin County Records, which Survey is attached hereto as Exhibit "A", and expressly incorporated into this Agreement.
2. **Well Location(s) and Future Drilling.** It is agreed that the existing well located on the Property is a 6" well. It is agreed that the County requires a minimum 8"

diameter well with steel casing in accordance with EPD standards. The Owner desires and intends to improve the well on the Property to meet EPD and County requirements. The proposed well shall be subject to, and governed by, this Agreement. The Owner shall bear the costs associated with the drilling of the Wells on the Property.

3. **Well Head Protection.** It is agreed that the proposed well must meet EPD regulations for well head protection. It is agreed that the Owner shall bear all costs associated with bringing the well into compliance with applicable EPD regulations governing wellhead protection. Owner agrees not to engage in, or permit, any activity whatsoever that may result in a violation of any applicable law, including the applicable EPD regulations, governing wellhead protection.
4. **Well Lease.** Owner agrees to lease to the County a permitted well and 50'x50' lot which surrounds the well, together with the easement provided for in paragraph 11 herein. The lot and easement are more particularly described in the Plat of Survey attached hereto and incorporated herein by reference.
5. **Option to Purchase Water.** Owner conveys an exclusive option to the County to purchase water from the permitted Well(s) located on the Property at a rate of Seventy-Five Cents per 1,000 gallons of water. The County shall calculate its water purchase and compensate Owner according to this Paragraph on a monthly basis. Upon purchase of water from the Well, the County may re-sell or otherwise use the water on its own terms and in its sole discretion. Provided the permitted well meets all the requirements of this contract, the county agrees to purchase a minimum of 60,000,000 gallons of water within the first 24 months of operation.
6. **Domestic Water Reserved to Owner.** The County agrees to provide at no cost to Owner up to 20,000 gallons per month of finished water for Owner's domestic usage at three separate service points. Each of these three meters is entitled to 20,000 gallons per month. The County shall be responsible for costs and installation of the 3 meters for Owner's use and benefit at points within the county's service area alongside of existing water mains.
7. **Well Pump Tests.** A private well contractor shall be retained at the expense of the Owner to conduct a 72-hour pump test on the Well for the purposes of determining the production capabilities of the Well. The pump test **must** result in having a sustainable yield of at least 100 gpm (gallons per minute) after a period of 72 hours of pumping and for the life of this agreement, or this agreement shall be null and void.
8. **Permits.** The County will work diligently to obtain all applicable permits from the EPD and any other regulatory agency having jurisdiction. The Owner agrees to cooperate with the County during any permitting process. In the event that the

County cannot obtain a permit for the Well, the County will not consider purchasing water from the Well.

9. **Water Treatment and Infrastructure.** The County shall be responsible at its own expense for the construction of all treatment facilities and infrastructure needed to produce finished water from any Well from which the County purchases water. Any such improvements made to the Well(s) and/or the Property shall remain the sole and exclusive property of the County and shall be removable at the County's election at any time.
10. **Water Quality Standards.** All Wells shall deliver water that is capable of meeting EPD drinking water quality standards. If any Well is determined to be contaminated or has untreatable mineral contents after being subject to appropriate chemical screenings or fails to meet EPD requirements for a public water source, the County will not purchase water from such deficient and contaminated well. If all permitted wells fail to meet the above water quality standards, this agreement shall become null and void.
11. **Easement.** The Owner conveys to the County an easement to the Property and all portions thereof for the purposes of access to the Well, placement of necessary treatment facilities and infrastructure, placement of water lines, and such other usages of the Property that are reasonably required and consistent with this Agreement so to allow the County to obtain, treat, and distribute water it elects to purchase from the Well. Upon termination of this Agreement and any extension period, the Easement conveyed under this Agreement shall terminate and full ownership of the Property shall revert to the Owner.
12. **Indemnification.** The Owner shall indemnify, defend, and hold harmless the County, its elected and appointed officers, employees, and agents (collectively the "County Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from Owner's breach of this Agreement or the negligent or wrongful intentional acts or omissions of Owner in connection with this Agreement. Likewise, the County shall indemnify, defend, and hold harmless the Owner, his agents, and heirs (collectively the "Owner's Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from the County's breach of this Agreement or the negligent or wrongful intentional acts or omissions of the County in connection with this Agreement.
13. **Term.** The Term of this Agreement shall commence upon the execution of the Agreement and continue for a period of thirty (30) years. The Term of this Agreement may be extended for an additional thirty (30) year period upon the mutual written agreement of the Parties, with the rates to be paid by the County for water purchase being subject to re-negotiation between the Parties for any such extended period. During any term of this agreement, the County and Owner may renegotiate any portion of this agreement provided it shall meet with appropriate EPD approval.

14. Miscellaneous.

- a. Assignment. This Agreement shall not be assigned by either Party without prior written consent of the other.
- b. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all previous or contemporaneous communications, representation, or agreements pertaining to the subjects addressed herein.
- c. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- d. Severability. In the event that a court of law strikes down any provision of this Agreement as unenforceable, the Parties agree that all other provisions of this Agreement shall remain in full force and effect.
- e. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, Owners, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

FRANKLIN COUNTY, GEORGIA:

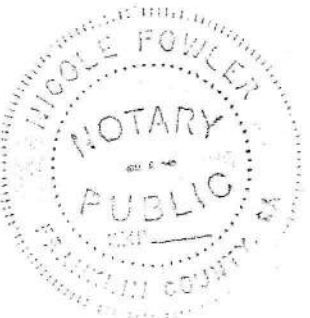
By: Frank A. [Signature]

Its: County Mgr.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Nicole
Notary Public 09/09



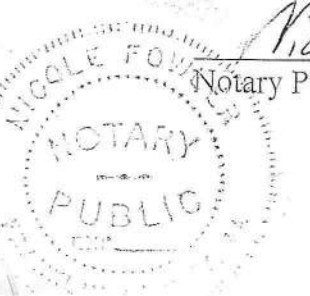
OWNER:

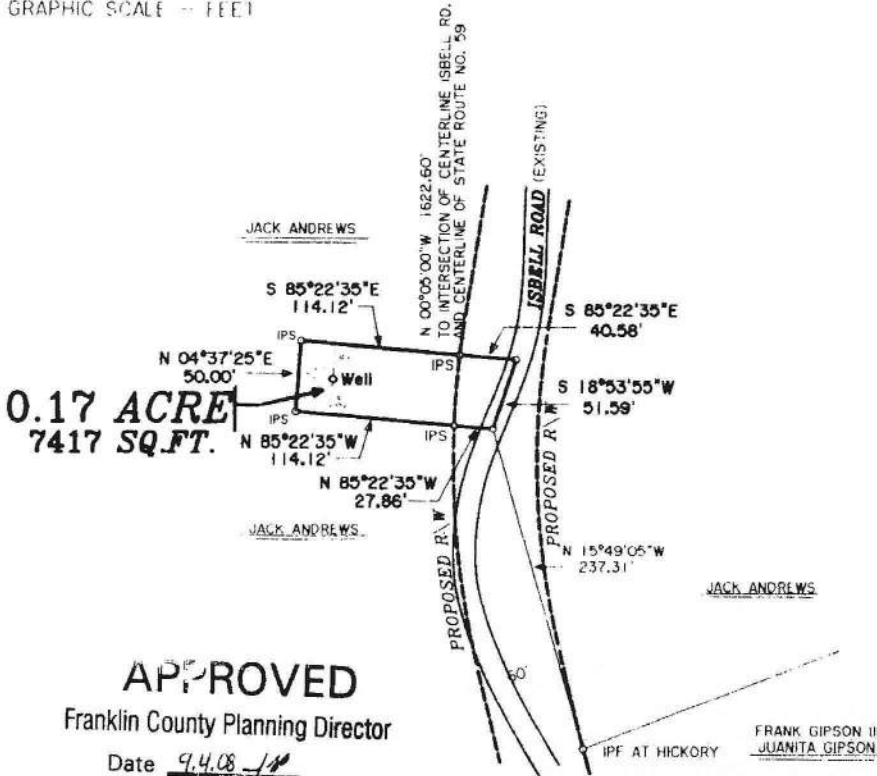
By: [Signature]
Jack E. Andrews

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Nicole
Notary Public 09/09





0.17 ACRE
7417 SQ.FT.

APPROVED
Franklin County Planning Director
Date 9.4.08

FRANK GIPSON III
JUANITA GIPSON

SURVEY FOR:
FRANKLIN COUNTY
COUNTY: FRANKLIN, GEORGIA
GMD: 264
DATE: 28-AUG.-2008; MAPPED: 28-AUG.-2008
SCALE: 1" = 100'
FB: 208
JOB: REDWIL;REDWILWT
FILE: ANDREWS, JACK

SURVEYED BY:
BARTLETT & CASH LAND SURVEYORS, INC.
RUSSELL N. BARTLETT - KENNETH V. CASH
RLS NO. 2114 RLS NO.2539
10262 HWY. 17
MARTIN, GA. 30557
(706) 779-5047

THIS SURVEY MADE WITH A TOPCON TOTAL STATION.
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS
A CLOSURE PRECISION OF ONE FOOT IN OPEN END FEET,
AND AN ANGULAR ERROR OF 0"00"00" PER ANGLE POINT,
AND WAS ADJUSTED BY ANGLE BALANCING.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE FOOT IN N-A FEET.



Plat Doc: PLAT
Recorded 09/04/2008 01:15PM
MELISSA B. HOLBROOK
Clerk Superior Court, FRANKLIN County, Ga
BK 00028 Pg 0909

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered this 15 day of MAI, 2020 by and between **FRANKLIN COUNTY**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the “County”), and **JACK E. ANDREWS** (hereinafter called “Owner”).

WITNESSETH:

WHEREAS, the County is seeking well sites inside the County to increase the County’s local production of water; and

WHEREAS, the Owner represents and warrants that he is the rightful Owner of the pertinent property described below that forms the basis for this Agreement, and that he has the full legal right, power, and authority to enter into this Agreement and to perform his duties and obligations hereunder;

WHEREAS, the County represents and warrants that it is a governmental entity duly created and existing pursuant to the laws of the State of Georgia, and as such, has the full legal right, power, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

WHEREAS, the Parties agree and acknowledge that the well and the water system subject to this Agreement are governed by all applicable laws, rules, and regulations existing under federal and state law, the Georgia Environmental Protection Division of the Georgia Department of Natural Resources (the “EPD”), and any other state or federal agency having appropriate jurisdiction;

WHEREAS, the Owner desires to lease a well and well lot;

NOW, THEREFORE, for and in consideration of the above-stated recitals and the mutual covenants herein contained and for Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and the Owner do hereby agree as follows:

1. **The Property.** The Owner is the sole and rightful fee simple Owner of certain real property (the “Property”) on which a deep water well is currently located and on which an additional well or wells may be drilled by the Owner. The Property consists of 142.67 acres and is more particularly described and delineated on a Survey for Franklin County, by Bartlett & Cash Land Surveyors, Inc., dated April 13, 2020 as recorded in Plat Book _____, Page _____, Franklin County Records, a copy of which Survey is attached hereto as Exhibit “A”, and expressly incorporated into this Agreement.

2. **Well Location(s) and Future Drilling.** It is agreed that the County requires a well with steel casing in accordance with EPD standards. Any additional wells to be drilled on the Property shall meet EPD and County requirements. The well(s) shall be subject to, and governed by, this Agreement. The Owner shall bear the costs associated with the drilling of the wells on the Property.
3. **Well Head Protection.** It is agreed that the well must meet EPD regulations for well head protection. It is agreed that the Owner shall bear all costs associated with bringing the well into compliance with applicable EPD regulations governing wellhead protection. Owner agrees not to engage in, or permit, any activity whatsoever that may result in a violation of any applicable law, including the applicable EPD regulations, governing wellhead protection.
4. **Well Lease.** Owner agrees to lease to the County at least one permitted well and a 20'x20' lot which surrounds each well, together with the easement provided for in paragraph 12 herein.
5. **Option to Purchase Water.** Owner conveys an exclusive option to the County to purchase water from the permitted wells located on the Property at a rate of Seventy-Five Cents per 1,000 gallons of water. The County shall calculate its water purchase and compensate Owner according to this Agreement on a monthly basis. Upon purchase of water from the wells, the County may re-sell or otherwise use the water on its own terms and in its sole discretion.

Nothing in this Memorandum of Agreement shall be construed so as to require the County to purchase any amount of water from the Owner at any time. By entering into this Memorandum of Agreement, Owner acknowledges and agrees that Owner freely and voluntarily assumes the risk that despite Owner's expenditure of substantial money and effort in pursuit of the production and sale of water pursuant to this Memorandum of Agreement, the County has and maintains the sole discretion of whether to exercise its exclusive option to purchase water from the Owner pursuant to this Memorandum of Agreement, and the County may, in fact, choose to not exercise its option to purchase water pursuant to this Paragraph. The Owner hereby freely, knowingly, and voluntarily releases and waives any claims against the County for damages or recovery of any kind resulting from the County's determination to exercise or not to exercise its option to purchase water as set forth herein.

6. **Option to Adjust Rate.** The County shall have the option to purchase water from the permitted wells located on the Property at a rate of Seventy-Five Cents per 1,000 gallons of water for ten years from the date of this agreement. At any point beyond ten years from the date of this agreement, if the County increases the volumetric rate charged to its water customers, the Owner has the option to adjust the rate charged by the Owner to the County for water purchased at the same percentage rate increase. The Owner shall give the County ninety days

notice of any change in the rates. Such notice shall be in writing and shall be delivered in person or by mail to the Board of Commissioners of Franklin County. Upon receipt of notice, the rate will be increased by the most recent percentage rate increase imposed by the County on its residential water customers.

7. **Domestic Water Reserved to Owners.** During the term of this agreement and in the event the County exercises its option to purchase water from the permitted wells located on the Property pursuant to Paragraph 5 above, the County agrees to provide at no cost to Owner up to 50,000 gallons per month of finished water for Owner's domestic usage at two service connection on the Owner's well properties located along Turkey Creek Road. The County shall be responsible for costs and installation of up to two meters to track Owner's water usage.
8. **Well Pump Tests.** A private well contractor shall be retained at the expense of the Owner to conduct a 72-hour pump test on the wells for the purposes of determining the production capabilities of the wells. The pump test(s) **must** result in a determination that the wells have a sustainable yield of at least 100 gpm (gallons per minute) after a period of 72 hours of pumping and for the life of this agreement, or this agreement shall be null and void at the option of the County.
9. **Permits.** The Owner acknowledges and agrees that the County will work to obtain all applicable permits from the EPD and any other regulatory agency having jurisdiction and construct the necessary treatment facilities and infrastructure required to produce finished water from the well at such time as deemed appropriate by the County in its sole discretion. The County will invest in additional infrastructure for a new well only when the County has an established need for additional water and the well best serves the need for the County water system based on standard engineering practices.

By entering into this Memorandum of Agreement, Owner acknowledges and agrees that Owner freely and voluntarily assumes the risk that despite Owner's expenditure of substantial money and effort in pursuit of the production and sale of water pursuant to this Memorandum of Agreement, the County has and maintains the sole discretion of whether to pursue the permitting of the well or wells contemplated pursuant to this Memorandum of Agreement, and the County may, in fact, choose to not pursue the permitting of the well or wells pursuant to this Paragraph. The Owner hereby freely, knowingly, and voluntarily releases and waives any claims against the County for damages or recovery of any kind resulting from the County's determination to pursue or not to pursue the permitting of the well or wells as set forth herein.

Once the County determines that it will proceed to obtain the necessary permits as set forth herein, the County will work diligently to obtain all applicable permits from the EPD and any other regulatory agency having jurisdiction. The Owner agrees to cooperate with the County during any permitting process. In the event

that the County cannot obtain a permit for the wells, the County will not consider purchasing water from the wells.

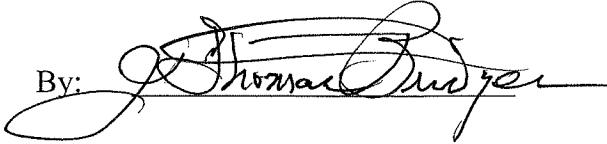
10. **Water Treatment and Infrastructure.** The County shall be responsible at its own expense for the construction of all treatment facilities and infrastructure needed to produce finished water from any wells from which the County purchases water. Any such improvements made to the wells and/or the Property shall remain the sole and exclusive property of the County and shall be removable at the County's election at any time.
11. **Water Quality Standards.** All wells subject to this agreement shall deliver water that is capable of meeting EPD drinking water quality standards. If any well is determined to be contaminated or has untreatable mineral contents after being subject to appropriate chemical screenings, the County will not purchase water from such deficient and contaminated well. If all permitted wells fail to meet the above water quality standards, this agreement shall become null and void at the option of the County.
12. **Easement.** The Owner conveys to the County an easement to the Property and all portions thereof for the purposes of access to the wells, placement of necessary treatment facilities and infrastructure, placement of water lines, and such other uses of the Property that are reasonably required and consistent with this Agreement so to allow the County to obtain, treat, and distribute water it elects to purchase from the wells. Upon termination of this Agreement or any extension period, the Easement conveyed under this Agreement shall terminate.
13. **Indemnification.** The Owner shall indemnify, defend, and hold harmless the County, its elected and appointed officers, employees, and agents (collectively the "County Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from Owner's breach of this Agreement or the negligent or wrongful intentional acts or omissions of Owner in connection with this Agreement. Additionally, Owner releases the County from any and all costs, expenses or liabilities incurred by the Owner in pursuit of the production and sale of water pursuant to this Memorandum of Agreement that may be lost or otherwise put at risk as a result of the County's determination to pursue or not to pursue the permitting of the well or wells pursuant to this Memorandum of Agreement, and the County's determination to exercise or not to exercise its option to purchase water pursuant to this Memorandum of Agreement as set forth in Paragraph 5 above.

Likewise, to the extent permitted under Georgia law, the County shall indemnify, defend, and hold harmless the Owner, his agents, and heirs (collectively the "Owner's Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from the County's breach of this Agreement or the negligent or wrongful intentional acts or omissions of the County in connection with this Agreement.

14. **Term.** The Term of this Agreement shall commence upon the execution of the Agreement and continue for a period of thirty (30) years. The Term of this Agreement may be extended for an additional thirty (30) year period upon the mutual written agreement of the Parties, with the rates to be paid by the County for water purchase being subject to re-negotiation between the Parties for any such extended period.
15. **Conveyance of Property; County's Option to Terminate.** In the event that any portion of the Property is sold, conveyed, or the ownership of the Property is otherwise transferred from the Owner named herein, then and in that event, this Memorandum of Agreement and all of its terms shall continue in full force and effect; provided, however, that the County may, in its sole discretion, terminate this Memorandum of Agreement upon County's receipt of notice of such transfer of ownership. This Memorandum of Agreement shall be recorded in the Official Records of Franklin County, Georgia, and cross-referenced with the deed to the Property so as to put the world on notice of the existence of this Memorandum of Agreement and the encumbrances upon the Property contained herein.
16. **Miscellaneous.**
 - a. **Assignment.** This Agreement shall not be assigned by either Party without prior written consent of the other.
 - b. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all previous or contemporaneous communications, representation, or agreements pertaining to the subjects addressed herein.
 - c. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
 - d. **Severability.** In the event that a court of law strikes down any provision of this Agreement as unenforceable, the Parties agree that all other provisions of this Agreement shall remain in full force and effect.
 - e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, Owners, their heirs, successors, and assigns.

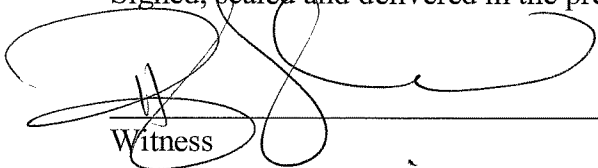
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

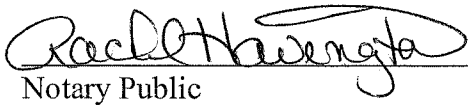
FRANKLIN COUNTY, GEORGIA:

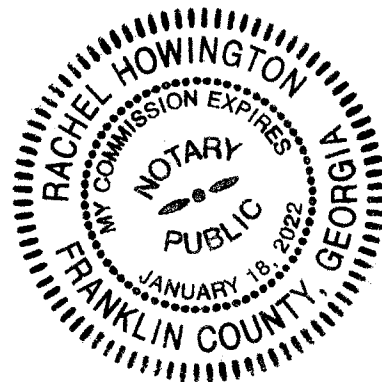
By: 

Its: Chairman

Signed, sealed and delivered in the presence of:


Witness



Notary Public

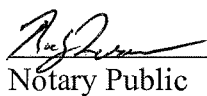


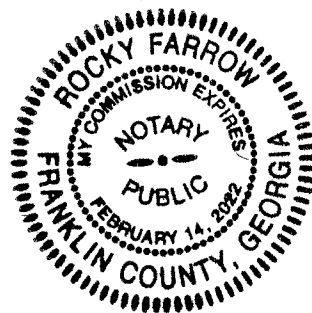
OWNER:

By: 
Jack E. Andrews

Signed, sealed and delivered in the presence of:


Witness


Notary Public



MEMORANDUM OF AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered this 3rd day of December, 2012 by and between FRANKLIN COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County"), and JOHN DAVID BOOKOUT (hereinafter called "Owner").

WITNESSETH:

WHEREAS, the County is seeking well sites inside the County to increase the County's local production of water; and

WHEREAS, the Owner represents and warrants that he is the rightful Owner of the pertinent property described below that forms the basis for this Agreement, and that he has the full legal right, power, and authority to enter into this Agreement and to perform his duties and obligations hereunder;

WHEREAS, the County represents and warrants that it is a governmental entity duly created and existing pursuant to the laws of the State of Georgia, and as such, has the full legal right, power, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

WHEREAS, the Parties agree and acknowledge that the well and the water system subject to this Agreement are governed by all applicable laws, rules, and regulations existing under federal and state law, the Georgia Environmental Protection Division of the Georgia Department of Natural Resources (the "EPD"), and any other state or federal agency having appropriate jurisdiction;

WHEREAS, the Owner desires to lease a well and well lot;

NOW, THEREFORE, for and in consideration of the above-stated recitals and the mutual covenants herein contained and for Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and the Owner do hereby agree as follows:

1. **The Property.** The Owner is the sole and rightful fee simple Owner of certain real property (the "Property") on which a deep water well is currently located and on which an additional well or wells may be drilled by the Owner. The Property consists of 26.84 acres and is more particularly described and delineated on a Survey for Catherine G. Bookout, by Piedmont Surveying Company, dated March 24, 1993 as recorded in Plat Book 20, Page 276, Franklin County Records, a copy of which Survey is attached hereto as Exhibit "A", and expressly incorporated into this Agreement.

2. **Well Location(s) and Future Drilling.** It is agreed that the County requires a minimum 8" diameter well with steel casing in accordance with EPD standards. Any additional wells to be drilled on the Property shall meet EPD and County requirements. The well(s) shall be subject to, and governed by, this Agreement. The Owner shall bear the costs associated with the drilling of the wells on the Property.
3. **Well Head Protection.** It is agreed that the well must meet EPD regulations for well head protection. It is agreed that the Owner shall bear all costs associated with bringing the well into compliance with applicable EPD regulations governing wellhead protection. Owner agrees not to engage in, or permit, any activity whatsoever that may result in a violation of any applicable law, including the applicable EPD regulations, governing wellhead protection.
4. **Well Lease.** Owner agrees to lease to the County at least one permitted well and a 20'x20' lot which surrounds each well, together with the easement provided for in paragraph 12 herein.
5. **Option to Purchase Water.** Owner conveys an exclusive option to the County to purchase water from the permitted wells located on the Property at a rate of Seventy-Five Cents per 1,000 gallons of water. The County shall calculate its water purchase and compensate Owner according to this Agreement on a monthly basis. Upon purchase of water from the wells, the County may re-sell or otherwise use the water on its own terms and in its sole discretion.
6. **Option to Adjust Rate.** The County shall have the option to purchase water from the permitted wells located on the Property at a rate of Seventy-Five Cents per 1,000 gallons of water for ten years from the date of this agreement. At any point beyond ten years from the date of this agreement, if the County increases the volumetric rate charged to its water customers, the Owner has the option to adjust the rate charged by the Owner to the County for water purchased at the same percentage rate increase. The Owner shall give the County ninety days notice of any change in the rates. Such notice shall be in writing and shall be delivered in person or by mail to the Board of Commissioners of Franklin County. Upon receipt of notice, the rate will be increased by the most recent percentage rate increase imposed by the County on its residential water customers.
7. **Domestic Water Reserved to Owners.** During the term of this agreement the County agrees to provide at no cost to Owner up to an aggregate total of 4,000,000 gallons per year of finished water for Owner's domestic usage at any service connection on the Owner's well properties located along State Route 326. The County shall be responsible for costs and installation of up to two meters to track Owner's water usage. The Owner shall be billed annually each June at the current volumetric rate charged to residential customers for any water used above 4,000,000 gallons for the aggregate total of the preceding 12 months.

8. **Well Pump Tests.** A private well contractor shall be retained at the expense of the Owner to conduct a 72-hour pump test on the wells for the purposes of determining the production capabilities of the wells. The pump test(s) **must** result in a determination that the wells have a sustainable yield of at least 100 gpm (gallons per minute) after a period of 72 hours of pumping and for the life of this agreement, or this agreement shall be null and void at the option of the County.
9. **Permits.** The County will work diligently to obtain all applicable permits from the EPD and any other regulatory agency having jurisdiction. The Owner agrees to cooperate with the County during any permitting process. In the event that the County cannot obtain a permit for the wells, the County will not consider purchasing water from the wells.
10. **Water Treatment and Infrastructure.** The County shall be responsible at its own expense for the construction of all treatment facilities and infrastructure needed to produce finished water from any wells from which the County purchases water. Any such improvements made to the wells and/or the Property shall remain the sole and exclusive property of the County and shall be removable at the County's election at any time.
11. **Water Quality Standards.** All wells subject to this agreement shall deliver water that is capable of meeting EPD drinking water quality standards. If any well is determined to be contaminated or has untreatable mineral contents after being subject to appropriate chemical screenings, the County will not purchase water from such deficient and contaminated well. If all permitted wells fail to meet the above water quality standards, this agreement shall become null and void at the option of the County.
12. **Easement.** The Owner conveys to the County an easement to the Property and all portions thereof for the purposes of access to the wells, placement of necessary treatment facilities and infrastructure, placement of water lines, and such other uses of the Property that are reasonably required and consistent with this Agreement so to allow the County to obtain, treat, and distribute water it elects to purchase from the wells. Upon termination of this Agreement or any extension period, the Easement conveyed under this Agreement shall terminate.
13. **Indemnification.** The Owner shall indemnify, defend, and hold harmless the County, its elected and appointed officers, employees, and agents (collectively the "County Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from Owner's breach of this Agreement or the negligent or wrongful intentional acts or omissions of Owner in connection with this Agreement. Likewise, to the extent permitted under Georgia law, the County shall indemnify, defend, and hold harmless the Owner, his agents, and heirs (collectively the "Owner's Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from the County's breach of this

Agreement or the negligent or wrongful intentional acts or omissions of the County in connection with this Agreement.

14. **Term.** The Term of this Agreement shall commence upon the execution of the Agreement and continue for a period of thirty (30) years. The Term of this Agreement may be extended for an additional thirty (30) year period upon the mutual written agreement of the Parties, with the rates to be paid by the County for water purchase being subject to re-negotiation between the Parties for any such extended period.

15. **Miscellaneous.**

- a. **Assignment.** This Agreement shall not be assigned by either Party without prior written consent of the other.
- b. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all previous or contemporaneous communications, representation, or agreements pertaining to the subjects addressed herein.
- c. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- d. **Severability.** In the event that a court of law strikes down any provision of this Agreement as unenforceable, the Parties agree that all other provisions of this Agreement shall remain in full force and effect.
- e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, Owners, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

FRANKLIN COUNTY, GEORGIA:

By: Samuel D. Elbert

Its: Chairman, B.O.C.

Signed, sealed and delivered in the presence of:

Laurenne D. Hilley
Witness

Blonde A
Notary Public

OWNER:

12-15-13

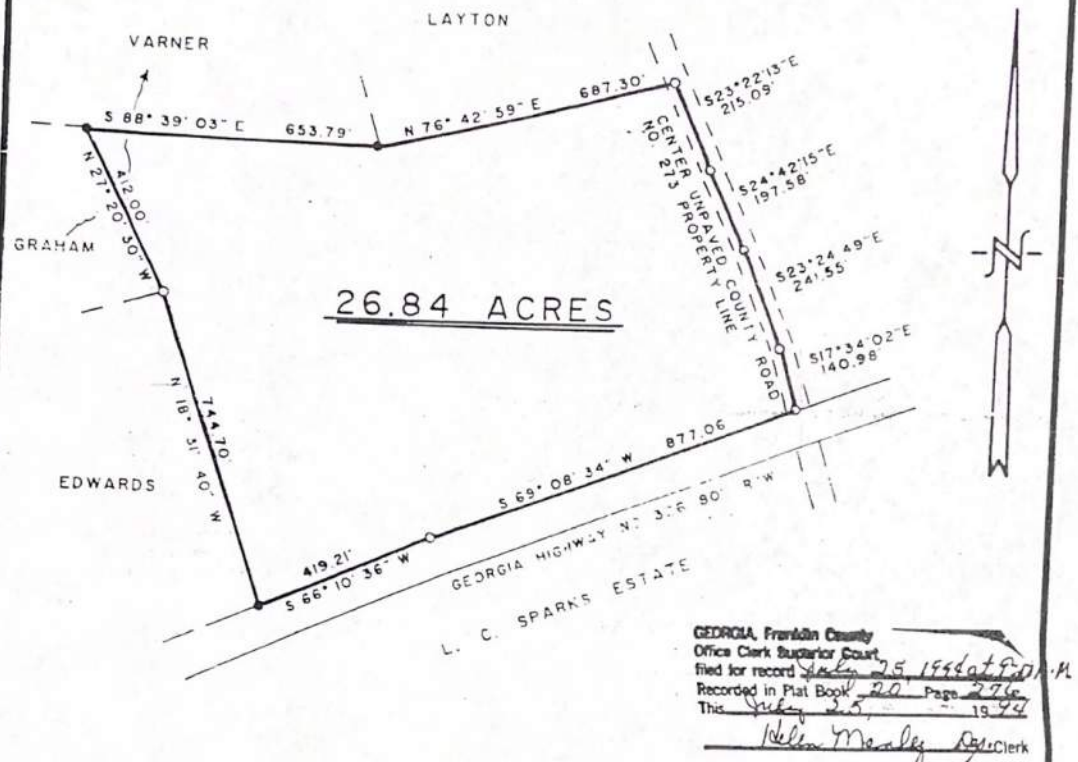
By: John David Bookout
JOHN DAVID BOOKOUT

Signed, sealed and delivered in the presence of:

W. P. M. O. A.
Witness

Laurenne D. Hilley
Notary Public 6-18-2014

- IRON PIN SET
- IRON PIN FOUND
- TRAVERSE POINT
- R/W MONUMENT FOUND
- - - CENTERLINE
- PROPERTY LINE



THIS PROPERTY (IS) (IS NOT) LOCATED IN A FEDERALLY DESIGNATED FLOOD HAZARD AREA AS INDICATED BY F.I.A. OFFICIAL FLOOD HAZARD MAPS.
 IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE GEORGIA PLAT LAW



Sherald G. Sharp
 SHERALD G. SHARP R.L.S. # 2044

SURVEY FOR					
PORTION OF L. C. SPARKS ESTATE					
DATE MARCH 24, 1993	SCALE 1" = 300'	GMD 210	CITY N/A	STATE GEORGIA	<i>Catherine H. Bookout</i>
COUNTY FRANKLIN	CLOSURE PRECISION FIELD 1/26,882' PLAT 1/100,000'	EQUIPMENT: GTS 2B	DRAWN BY: S S	FIELD BOOK: L L	
PIEDMONT SURVEYING COMPANY CRAWFORD, GEORGIA (404) 743-8834					

ATMERS BLUEPRINT & SUPPLY

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 9th day of June, 2006, by and between FRANKLIN COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County"), and DWIGHT and BARBARA EAVENSON (collectively referred to as the "Owners").

WITNESSETH:

WHEREAS, the County and the Owners (collectively the "Parties") entered into a Memorandum of Agreement dated November 9, 2001, concerning the purchase of water from a well located on Owners' property (the "Memorandum of Agreement");

WHEREAS, based on changed circumstances, the Parties desire to terminate the Memorandum of Agreement and enter into this Agreement for the purchase and sale of water from well(s) located on the Owners' property and for the conveyance of an easement on such property related thereto, such that this Agreement replaces and supercedes the Memorandum of Agreement;

WHEREAS, the Owners represent and warrant that they are the rightful Owners of the pertinent property described below that forms the basis for this Agreement, and that they have the full legal right, power, and authority to enter into this Agreement and to perform their duties and obligations hereunder;

WHEREAS, the County represents and warrants that it is a governmental entity duly created and existing pursuant to the laws of the State of Georgia, and as such, has the full legal right, power, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

WHEREAS, the Parties agree and acknowledge that the wells and the water system subject to this Agreement are governed by all applicable laws, rules, and regulations existing under federal and state law, the Georgia Environmental Protection Division (the "EPD"), and any other state or federal agency having appropriate jurisdiction;

NOW, THEREFORE, for and in consideration of the above-stated recitals and the mutual covenants herein contained and for Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and the Owners do hereby agree as follows:

1. The Property. The Owners are the sole and rightful fee simple Owners of certain real property (the "Property") on which an operational deep water well meeting EPD standards is currently located and on which additional such wells are intended to be drilled by the Owners (collectively the "Wells"). The Property consists of 51.49 acres and is more particularly described and delineated as Tract 1 on Survey for Ronnie J. McCannon and Ann E. McCannon, by Max Lewallen,

Surveyor, dated April 29, 1988, as recorded in Plat Book 00028, Page 0163, Franklin County Records, which Survey is attached hereto as Exhibit "A", and expressly incorporated into this Agreement.

2. **Well Location(s) and Future Drilling.** The Owners desire and intend to drill additional Wells on the Property. All Wells now existing or which come into existence on the Property shall be subject to, and governed by, this Agreement. The Owners shall bear the costs associated with the drilling of Wells on the Property.
3. **Option to Purchase Water.** Owners convey an exclusive option to the County to purchase water from any and all Wells located on the Property at the rate of Seventy-Five Cents per 1,000 gallons of water. The County shall calculate its water purchase and compensate Owners according to this Paragraph on a monthly basis. Upon purchase of water from the Wells, the County may re-sell or otherwise use the water on its own terms and in its sole discretion. The County's election to purchase water from one Well will not obligate it to purchase water from all Wells located on the Property.
4. **Domestic Water Reserved to Owners.** The County agrees to provide to Owners finished water up to 20,000 gallons per month for Owners' domestic usage at no cost to Owners. The County shall be responsible for costs and installation of a meter for Owners' use and benefit.
5. **Well Head Protection.** Owners agree not to engage in, or permit, any activity whatsoever that may result in a violation of any applicable law, including the applicable EPD regulations, governing wellhead protection.
6. **Well Pump Tests.** A private well contractor shall be retained at the expense of the County to conduct a 72-hour pump test on each Well on the Property for the purposes of determining the production capabilities of each Well.
7. **Permits.** The County will work diligently to obtain all applicable permits from the EPD and any other regulatory agency having jurisdiction. The Owners agree to cooperate with the County during any permitting process. In the event that the County cannot obtain a permit for a particular Well, the County will not consider purchasing water from that Well.
8. **Water Treatment and Infrastructure.** The County shall be responsible at its own expense for the construction of all treatment facilities and infrastructure needed to produce finished water from any Well from which the County elects to purchase water. Any such improvements made to the Wells and/or the Property shall remain the sole and exclusive property of the County and shall be removable at the County's election at any time.

9. **Water Quality Standards.** Each Well shall deliver water that is capable of meeting EPD drinking water quality standards. If a Well is determined to be contaminated or has untreatable mineral contents after being subject to appropriate chemical screenings, the County will not considering the purchase of water from such deficient and contaminated Well.
10. **Easement.** The Owners convey to the County an easement to the Property and all portions thereof for the purposes of access to the Wells, placement of necessary treatment facilities and infrastructure, placement of water lines, and such other usages of the Property that are reasonably required and consistent with this Agreement so to allow the County to obtain, treat, and distribute water it elects to purchase from the Wells. Upon the termination of this Agreement and any extension period, the Easement conveyed under this Agreement shall terminate and full ownership of the Property shall revert to the Owners.
11. **Indemnification.** The Owners shall indemnify, defend, and hold harmless the County, its elected and appointed officers, employees, and agents (collectively the "County Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from Owners' breach of this Agreement or the negligent or wrongful intentional acts or omissions of Owners in connection with this Agreement. Likewise, the County shall indemnify, defend, and hold harmless the Owners, their agents, and heirs (collectively the "Owners Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from the County's breach of this Agreement or the negligent or wrongful intentional acts or omissions of the County in connection with this Agreement.
12. **Term.** The Term of this Agreement shall commence upon the execution of the Agreement and continue for a period of twenty-five (25) years. The Term of this Agreement may be extended for an additional twenty-five (25) year period upon the mutual written agreement of the Parties, with the rates to be paid by the County for water purchase being subject to re-negotiation between the Parties for any such extended period.
13. **Termination of Memorandum of Agreement.** The Parties hereby terminate the Memorandum of Understanding between the Parties dated November 9, 2001.
14. **Miscellaneous.**
 - (a) **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other.
 - (b) **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all previous or contemporaneous communications, representations, or agreements pertaining to the subjects addressed herein.

- (c) **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (d) **Severability.** In the event that a court of law strikes down any provision of this Agreement as unenforceable, the Parties agree that all other provisions of this Agreement shall remain in full force and effect.
- (e) **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, Owners, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first written above.

FRANKLIN COUNTY, GEORGIA:

By: [Signature]

Its: County Mgr.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Elaine H. Evans
Notary Public

My Commission expires on January 24, 2010

OWNER:

[Signature]
DWIGHT EAVENSON

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Laverne G. Willey
Notary Public 6-18-2006

OWNER:

Barbara Eavenson
BARBARA EAVENSON

Signed, sealed and delivered in the presence of:

Rhonda Goynt
Witness

Laverne G. Willey
Notary Public

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered this 18th day of April, 2008, by and between **FRANKLIN COUNTY**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County"), and **WAYNE ERTZBERGER** (hereinafter called "Owner").

WITNESSETH:

WHEREAS, the County is seeking well sites inside the County to increase the County's local production of water; and

WHEREAS, the Owner represents and warrants that he is the rightful Owner of the pertinent property described below that forms the basis for this Agreement, and that he has the full legal right, power, and authority to enter into this Agreement and to perform his duties and obligations hereunder;

WHEREAS, the County represents and warrants that it is a governmental entity duly created and existing pursuant to the laws of the State of Georgia, and as such, has the full legal right, power, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

WHEREAS, the Parties agree and acknowledge that the well and the water system subject to this Agreement are governed by all applicable laws, rules, and regulations existing under federal and state law, the Georgia Environmental Protection Division of the Georgia Department of Natural Resources (the "EPD"), and any other state or federal agency having appropriate jurisdiction;

WHEREAS, the Owner desires to enter into a lease agreement with the County regarding his well and well lot;

NOW, THEREFORE, for and in consideration of the above-stated recitals and the mutual covenants herein contained and for Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and the Owner do hereby agree as follows:

1. **The Property.** The Owner is the sole and rightful fee simple Owner of certain real property (the "Property") on which a deep water well is currently located and on which an additional well or wells will be drilled by the Owner. The Property consists of 30 acres and is more particularly described and delineated on a Survey for Wayne Ertzberger, by Bartlett & Cash Surveyor, dated June 7, 1996, as recorded in Plat Book 22, Page 251, Franklin County Records, a copy of which Survey is attached hereto as Exhibit "A", and expressly incorporated into this Agreement.

2. **Well Location(s) and Future Drilling.** It is agreed that the existing well located on the Property is a 6" well. It is agreed that the County requires a minimum 8" diameter well with steel casing in accordance with EPD standards. The Owner desires and intends to drill additional wells on the Property which meet EPD and County requirements. The proposed wells shall be subject to, and governed by, this Agreement. The Owner shall bear the costs associated with the drilling of the wells on the Property.
3. **Well Head Protection.** It is agreed that the proposed wells must meet EPD regulations for well head protection. It is agreed that the Owner shall bear all costs associated with bringing the wells into compliance with applicable EPD regulations governing wellhead protection. Owner agrees not to engage in, or permit, any activity whatsoever that may result in a violation of any applicable law, including the applicable EPD regulations, governing wellhead protection.
4. **Well Lease.** Owner agrees to lease to the County at least one permitted well and a 20'x20' lot which surrounds each well, together with the easement provided for in paragraph 11 herein.
5. **Option to Purchase Water.** Owner conveys an exclusive option to the County to purchase water from the permitted wells located on the Property at a rate of Seventy-Five Cents per 1,000 gallons of water. The County shall calculate its water purchase and compensate Owner according to this Paragraph on a monthly basis. Upon purchase of water from the wells, the County may re-sell or otherwise use the water on its own terms and in its sole discretion.
6. **Domestic Water Reserved to Owners.** During the term of this agreement the County agrees to provide to Owner finished water up to 200,000 gallons per month for Owner's domestic usage at no cost to Owner. The County shall be responsible for costs and installation of a meter to track Owner's water usage.
7. **Well Pump Tests.** A private well contractor shall be retained at the expense of the Owner to conduct a 72-hour pump test on the wells for the purposes of determining the production capabilities of the wells. The pump test(s) **must** result in a determination that the wells have a sustainable yield of at least 100 gpm (gallons per minute) after a period of 72 hours of pumping and for the life of this agreement, or this agreement shall be null and void at the option of the County.
8. **Permits.** The County will work diligently to obtain all applicable permits from the EPD and any other regulatory agency having jurisdiction. The Owner agrees to cooperate with the County during any permitting process. In the event that the County cannot obtain a permit for the wells, the County will not consider purchasing water from the wells.
9. **Water Treatment and Infrastructure.** The County shall be responsible at its own expense for the construction of all treatment facilities and infrastructure

needed to produce finished water from any wells from which the County purchases water. Any such improvements made to the wells and/or the Property shall remain the sole and exclusive property of the County and shall be removable at the County's election at any time.

10. **Water Quality Standards.** All wells subject to this agreement shall deliver water that is capable of meeting EPD drinking water quality standards. If any well is determined to be contaminated or has untreatable mineral contents after being subject to appropriate chemical screenings, the County will not purchase water from such deficient and contaminated well. The County will collect a sample from the wells subject to this agreement every 6 months and have the sample tested for nitrate/nitrite in drinking water at the County's expense. Upon receipt of the test results, the County will submit a copy to EPD. If the nitrate/nitrite level reaches a maximum of 5.0 mg/L in any well, the County will immediately petition EPD to remove the well as a source from the County's Public Water System Permit. The County will not purchase water from such deficient and contaminated well. If all permitted wells fail to meet the above water quality standards, this Agreement shall become null and void at the option of the County.
11. **Easement.** The Owner conveys to the County an easement to the Property and all portions thereof for the purposes of access to the wells, placement of necessary treatment facilities and infrastructure, placement of water lines, and such other uses of the Property that are reasonably required and consistent with this Agreement so as to allow the County to obtain, treat, and distribute water it elects to purchase from the wells. Upon termination of this Agreement or any extension period, the Easement conveyed under this Agreement shall terminate.
12. **Indemnification.** The Owner shall indemnify, defend, and hold harmless the County, its elected and appointed officers, employees, and agents (collectively the "County Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from Owner's breach of this Agreement or the negligent or wrongful intentional acts or omissions of Owner in connection with this Agreement. Likewise, to the extent permitted under Georgia law, the County shall indemnify, defend, and hold harmless the Owner, his agents, and heirs (collectively the "Owner's Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from the County's breach of this Agreement or the negligent or wrongful intentional acts or omissions of the County in connection with this Agreement.
13. **Term.** The Term of this Agreement shall commence upon the execution of the Agreement and continue for a period of thirty (30) years. The Term of this Agreement may be extended for an additional thirty (30) year period upon the mutual written agreement of the Parties, with the rates to be paid by the County for water purchase being subject to re-negotiation between the Parties for any such extended period.

14. **Miscellaneous.**

- a. **Assignment.** This Agreement shall not be assigned by either Party without prior written consent of the other.
- b. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all previous or contemporaneous communications, representation, or agreements pertaining to the subjects addressed herein.
- c. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- d. **Severability.** In the event that a court of law strikes down any provision of this Agreement as unenforceable, the Parties agree that all other provisions of this Agreement shall remain in full force and effect.
- e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, Owners, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

FRANKLIN COUNTY, GEORGIA:

By: *F. J.*

Its: *County Mgr.*

Signed, sealed and delivered in the presence of:

 Rhonda D. Smith
Witness

 Nick Pol
Notary Public 09/09

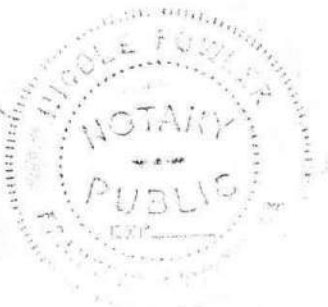
OWNER:

By: *Wayne Ertzberger*
WAYNE ERTZBERGER

Signed, sealed and delivered in the presence of:

 Rhonda D. Smith
Witness

 Nick Pol
Notary Public 09/09



MEMORANDUM OF AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered this 5th day of June, 2013 by and between FRANKLIN COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County"), and WAYNE ERTZBERGER (hereinafter called "Owner").

WITNESSETH:

WHEREAS, the County is seeking well sites inside the County to increase the County's local production of water; and

WHEREAS, the Owner represents and warrants that he is the rightful Owner of the pertinent property described below that forms the basis for this Agreement, and that he has the full legal right, power, and authority to enter into this Agreement and to perform his duties and obligations hereunder;

WHEREAS, the County represents and warrants that it is a governmental entity duly created and existing pursuant to the laws of the State of Georgia, and as such, has the full legal right, power, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

WHEREAS, the Parties agree and acknowledge that the well and the water system subject to this Agreement are governed by all applicable laws, rules, and regulations existing under federal and state law, the Georgia Environmental Protection Division of the Georgia Department of Natural Resources (the "EPD"), and any other state or federal agency having appropriate jurisdiction;

WHEREAS, the Owner desires to lease a well and well lot;

NOW, THEREFORE, for and in consideration of the above-stated recitals and the mutual covenants herein contained and for Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and the Owner do hereby agree as follows:

1. **The Property.** The Owner is the sole and rightful fee simple Owner of certain real property (the "Property") on which a deep water well is currently located and on which an additional well or wells may be drilled by the Owner. The Property consists of 64 acres and is more particularly described and delineated as Tract 1 on a Survey for W.L. Thompson Hoffman & Associates, by Metro Engineering & Surveying Co., Inc., dated March 30, 2006 as recorded in Plat Book _____, Page _____, Franklin County Records, a copy of which Survey is attached hereto as Exhibit "A", and expressly incorporated into this Agreement.

2. **Well Location(s) and Future Drilling.** It is agreed that the County requires a minimum 8" diameter well with steel casing in accordance with EPD standards. Any additional wells to be drilled on the Property shall meet EPD and County requirements. The well(s) shall be subject to, and governed by, this Agreement. The Owner shall bear the costs associated with the drilling of the wells on the Property.
3. **Well Head Protection.** It is agreed that the well must meet EPD regulations for well head protection. It is agreed that the Owner shall bear all costs associated with bringing the well into compliance with applicable EPD regulations governing wellhead protection. Owner agrees not to engage in, or permit, any activity whatsoever that may result in a violation of any applicable law, including the applicable EPD regulations, governing wellhead protection.
4. **Well Lease.** Owner agrees to lease to the County at least one permitted well and a 20'x20' lot which surrounds each well, together with the easement provided for in paragraph 12 herein.
5. **Option to Purchase Water.** Owner conveys an exclusive option to the County to purchase water from the permitted wells located on the Property at a rate of Seventy-Five Cents per 1,000 gallons of water. The County shall calculate its water purchase and compensate Owner according to this Agreement on a monthly basis. Upon purchase of water from the wells, the County may re-sell or otherwise use the water on its own terms and in its sole discretion.

Nothing in this Memorandum of Agreement shall be construed so as to require the County to purchase any amount of water from the Owner at any time. By entering into this Memorandum of Agreement, Owner acknowledges and agrees that Owner freely and voluntarily assumes the risk that despite Owner's expenditure of substantial money and effort in pursuit of the production and sale of water pursuant to this Memorandum of Agreement, the County has and maintains the sole discretion of whether to exercise its exclusive option to purchase water from the Owner pursuant to this Memorandum of Agreement, and the County may, in fact, choose to not exercise its option to purchase water pursuant to this Paragraph. The Owner hereby freely, knowingly, and voluntarily releases and waives any claims against the County for damages or recovery of any kind resulting from the County's determination to exercise or not to exercise its option to purchase water as set forth herein.

6. **Option to Adjust Rate.** The County shall have the option to purchase water from the permitted wells located on the Property at a rate of Seventy-Five Cents per 1,000 gallons of water for ten years from the date of this agreement. At any point beyond ten years from the date of this agreement, if the County increases the volumetric rate charged to its water customers, the Owner has the option to adjust the rate charged by the Owner to the County for water purchased at the

same percentage rate increase. The Owner shall give the County ninety days notice of any change in the rates. Such notice shall be in writing and shall be delivered in person or by mail to the Board of Commissioners of Franklin County. Upon receipt of notice, the rate will be increased by the most recent percentage rate increase imposed by the County on its residential water customers.

7. **Domestic Water Reserved to Owners.** During the term of this agreement and in the event the County exercises its option to purchase water from the permitted wells located on the Property pursuant to Paragraph 5 above, the County agrees to provide at no cost to Owner up to an aggregate total of 6,000,000 gallons per year of finished water for Owner's domestic usage at any of up to four service connections on either of the Owner's two well properties located along Stone Bridge Road. The County shall be responsible for costs and installation of up to four meters to track Owner's water usage. The Owner shall be billed annually each June at the current volumetric rate charged to residential customers for any water used above 6,000,000 gallons for the aggregate total of the preceding 12 months.
8. **Well Pump Tests.** A private well contractor shall be retained at the expense of the Owner to conduct a 72-hour pump test on the wells for the purposes of determining the production capabilities of the wells. The pump test(s) **must** result in a determination that the wells have a sustainable yield of at least 100 gpm (gallons per minute) after a period of 72 hours of pumping and for the life of this agreement, or this agreement shall be null and void at the option of the County.
9. **Permits.** The Owner acknowledges and agrees that the County will work to obtain all applicable permits from the EPD and any other regulatory agency having jurisdiction and construct the necessary treatment facilities and infrastructure required to produce finished water from the well at such time as deemed appropriate by the County in its sole discretion. The County will invest in additional infrastructure for a new well only when the County has an established need for additional water and the well best serves the need for the County water system based on standard engineering practices.

By entering into this Memorandum of Agreement, Owner acknowledges and agrees that Owner freely and voluntarily assumes the risk that despite Owner's expenditure of substantial money and effort in pursuit of the production and sale of water pursuant to this Memorandum of Agreement, the County has and maintains the sole discretion of whether to pursue the permitting of the well or wells contemplated pursuant to this Memorandum of Agreement, and the County may, in fact, choose to not pursue the permitting of the well or wells pursuant to this Paragraph. The Owner hereby freely, knowingly, and voluntarily releases and waives any claims against the County for damages or recovery of any kind resulting from the County's determination to pursue or not to pursue the permitting of the well or wells as set forth herein.

Once the County determines that it will proceed to obtain the necessary permits as set forth herein, the County will work diligently to obtain all applicable permits from the EPD and any other regulatory agency having jurisdiction. The Owner agrees to cooperate with the County during any permitting process. In the event that the County cannot obtain a permit for the wells, the County will not consider purchasing water from the wells.

10. **Water Treatment and Infrastructure.** The County shall be responsible at its own expense for the construction of all treatment facilities and infrastructure needed to produce finished water from any wells from which the County purchases water. Any such improvements made to the wells and/or the Property shall remain the sole and exclusive property of the County and shall be removable at the County's election at any time.
11. **Water Quality Standards.** All wells subject to this agreement shall deliver water that is capable of meeting EPD drinking water quality standards. If any well is determined to be contaminated or has untreatable mineral contents after being subject to appropriate chemical screenings, the County will not purchase water from such deficient and contaminated well. If all permitted wells fail to meet the above water quality standards, this agreement shall become null and void at the option of the County.
12. **Easement.** The Owner conveys to the County an easement to the Property and all portions thereof for the purposes of access to the wells, placement of necessary treatment facilities and infrastructure, placement of water lines, and such other uses of the Property that are reasonably required and consistent with this Agreement so to allow the County to obtain, treat, and distribute water it elects to purchase from the wells. Upon termination of this Agreement or any extension period, the Easement conveyed under this Agreement shall terminate.
13. **Indemnification.** The Owner shall indemnify, defend, and hold harmless the County, its elected and appointed officers, employees, and agents (collectively the "County Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from Owner's breach of this Agreement or the negligent or wrongful intentional acts or omissions of Owner in connection with this Agreement. Additionally, Owner releases the County from any and all costs, expenses or liabilities incurred by the Owner in pursuit of the production and sale of water pursuant to this Memorandum of Agreement that may be lost or otherwise put at risk as a result of the County's determination to pursue or not to pursue the permitting of the well or wells pursuant to this Memorandum of Agreement, and the County's determination to exercise or not to exercise its option to purchase water pursuant to this Memorandum of Agreement as set forth in Paragraph 5 above.

Likewise, to the extent permitted under Georgia law, the County shall indemnify, defend, and hold harmless the Owner, his agents, and heirs (collectively the "Owner's Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from the County's breach of this Agreement or the negligent or wrongful intentional acts or omissions of the County in connection with this Agreement.

14. **Term.** The Term of this Agreement shall commence upon the execution of the Agreement and continue for a period of thirty (30) years. The Term of this Agreement may be extended for an additional thirty (30) year period upon the mutual written agreement of the Parties, with the rates to be paid by the County for water purchase being subject to re-negotiation between the Parties for any such extended period.

15. **Conveyance of Property; County's Option to Terminate.** In the event that any portion of the Property is sold, conveyed, or the ownership of the Property is otherwise transferred from the Owner named herein, then and in that event, this Memorandum of Agreement and all of its terms shall continue in full force and effect; provided, however, that the County may, in its sole discretion, terminate this Memorandum of Agreement upon County's receipt of notice of such transfer of ownership. This Memorandum of Agreement shall be recorded in the Official Records of Franklin County, Georgia, and cross-referenced with the deed to the Property so as to put the world on notice of the existence of this Memorandum of Agreement and the encumbrances upon the Property contained herein.

16. **Miscellaneous.**
 - a. **Assignment.** This Agreement shall not be assigned by either Party without prior written consent of the other.

 - b. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all previous or contemporaneous communications, representation, or agreements pertaining to the subjects addressed herein.

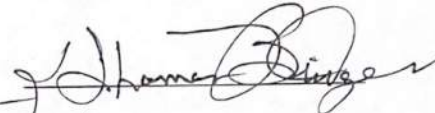
 - c. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

 - d. **Severability.** In the event that a court of law strikes down any provision of this Agreement as unenforceable, the Parties agree that all other provisions of this Agreement shall remain in full force and effect.

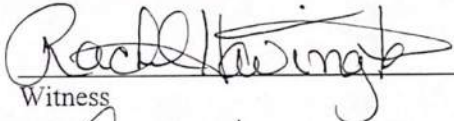
 - e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, Owners, their heirs, successors, and assigns.

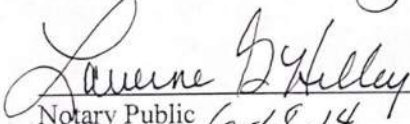
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

FRANKLIN COUNTY, GEORGIA:

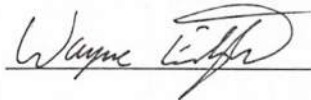
By: 
Its: Chairman

Signed, sealed and delivered in the presence of:

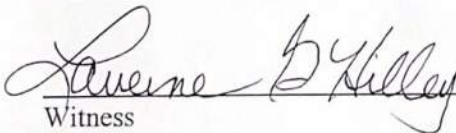

Witness

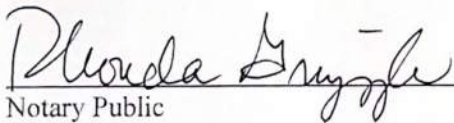

Notary Public 6-18-14

OWNER:

By: 

Signed, sealed and delivered in the presence of:


Witness


Notary Public

WATER SALES AGREEMENT

GEORGIA, FRANKLIN COUNTY:

THIS CONTRACT AND AGREEMENT made and entered into as of 6th day of August, 2018, between the FRANKLIN COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly constituted Board of Commissioners, (hereinafter referred to as "COUNTY"), and GRP FRANKLIN, LLC, a limited liability company organized and existing under the laws of the State of Delaware registered and authorized to do business in Georgia and maintaining its principal place of business at 2100 Southbridge Parkway, Suite 540, Birmingham, Alabama 35209 (hereinafter referred to as "GRP").

WITNESSETH:

WHEREAS, COUNTY owns and operates the Franklin County Water System; and

WHEREAS, pursuant to that certain Memorandum of Understanding dated August 6, 2018 (the "MOU"), COUNTY agreed to sell to GRP, and GRP agreed to purchase from COUNTY, all water required for the operation of the PROJECT as set forth therein; and

WHEREAS, COUNTY is willing, within its ability, to provide GRP with a supply of water to meet its present and foreseeable future water requirements; and

WHEREAS, COUNTY is willing to sell and GRP desires to purchase water from COUNTY in amounts as prescribed to meet its present and estimated future requirements for the period of time and under the terms and conditions as hereinafter set forth; and

WHEREAS, GRP, on behalf of itself, its successors and assigns, agrees to purchase a minimum amount of water each month from COUNTY; and

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between COUNTY and GRP as follows:

1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for an initial period of ten (10) years; and shall automatically renew for ten (10) year renewal periods throughout the term of the PPA as set forth in the MOU.

2. COUNTY'S RESPONSIBILITY TO SELL WATER TO GRP

For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, COUNTY agrees to sell and GRP agrees to purchase a minimum of 500,000 gallons per day and a maximum of 1,250,000 gallons per day of water from COUNTY, under the terms and conditions as set forth in this Agreement.

3. GRP'S SYSTEM

GRP shall install and maintain, at its sole expense, its own service line and any storage distribution and delivery system to service its present or future service needs on its property. GRP's service line shall connect with the water distribution system of COUNTY at the location(s) designated by COUNTY at GRP's property line(s) and extend throughout GRP's facility. COUNTY will deliver water to GRP's delivery point(s) at minimum pressure and maximum flow rate as established by the engineers for COUNTY and for GRP in accordance with all appropriate EPD and/or DNR standards.

4. METER

COUNTY will provide and maintain a water meter at the connection point(s) to GRP's system; provided, however, that all costs associated with such meters, backflow prevention, and other equipment, and all other costs related to the connection of GRP's system to the County Water Distribution System shall be the sole expense of GRP.

GRP will responsible for maintenance and testing of back flow preventor.

In the event that it should appear during any month that said meter or meters have failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by COUNTY to GRP during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter or meters when properly functioning, and GRP agrees to accept COUNTY's estimate of such quantities of water supplied during any such period.

5. RATE

GRP agrees to pay for all water used on or before the tenth (10th) day of each and every month during the term of this Agreement, based on the current rate of \$2.80 per 1000 gallons for usage. GRP agrees to pay for a minimum of 15.21 million gallons per month whether used or not for a minimum monthly bill of \$42,588.00. This rate shall

be in effect until June 30, 2019; after which date the rate shall automatically increase to the consumer price index (CPI) on an annual basis, on July 1 of each and every subsequent year during the term of this Agreement, unless unforeseen circumstances significantly affect COUNTY's cost for providing treated water. If such circumstances arise, the parties shall renegotiate the rates and minimums herein and amend this Agreement. If at any time the fluctuation between daytime and nighttime usage is greater than 5%, the rate shall increase by 10% of the rate then in effect for a period of 30 months.

GRP recognizes and agrees that the rate set forth above is an initial rate and that COUNTY will review revenues and expenses annually, and rates are subject to change on an annual basis.

COUNTY, however, covenants to operate and maintain, at all times its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a uniform, reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations, and that all such rates as far as practicable.

6. PAYMENT

The failure of GRP to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- a. Nonpayment by the due date listed on the bill will be subject to a penalty of ten (10) percent of the delinquent amount.
- b. Nonpayment for forty-five (45) days after original due date will result in the water being shut off from GRP's property. GRP's current (as well as past due) water bill becomes due and payable on that date and thus all water bills including any charges must be paid in full before the water meter will be reconnected.
- c. Nonpayment for sixty (60) days after original billing date will allow the County, in addition to all other rights and remedies, to terminate service and in such event GRP shall no be entitled to receive, nor the County obligated to supply, any water under this agreement.

7. SERVICE FAILURES

COUNTY agrees to operate COUNTY's Water System in a reasonable and customary manner; however, interruptions of service may occur in which event COUNTY will take all reasonable means to restore the system to operation as promptly as possible. Should interruptions and possible lowering of pressure occur without COUNTY's intentional conduct, GRP shall be foreclosed from any action against COUNTY.

8. EMERGENCY RULES AND REGULATIONS

GRP agrees to comply with all rules and regulations which COUNTY has now or may in the future impose on its water customers during emergency circumstances that may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar uses.

9. REVENUE BOND LAW

The provisions of the Revenue Bond Law (Georgia Laws 1957, p. 36 et seq., as amended) amending the law formerly shown as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p. 761 et seq., as amended) are incorporated herein and made a part hereof.

10. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

11. WAIVER

A failure to initiate action as to any breach shall not be deemed a waiver of that right of action and all such rights of action shall be cumulative.

12. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the parties hereto, any and all other agreements or contracts, or portions thereof, heretofore entered into by and between GRP and COUNTY pertaining to the sale and supply of water from COUNTY's Water System shall become and shall be null and void and of no force and effect to the extent they conflict with the provisions of this Agreement.

13. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute may be submitted immediately to and decided by arbitrators if mutually agreed to by the parties. GRP shall appoint one arbitrator and COUNTY one arbitrator, and the two of the three so appointed shall select a third arbitrator, and two of the three so chosen shall control and their decision in the matter shall be binding on both of the parties hereto, without recourse. Provided, that if the two arbitrators first chosen cannot agree on a third, then such third arbitrator shall be appointed by a Judge of the Superior Court of Franklin County upon application of either of the parties hereto. Each of said arbitrators shall be a professional with experience in water production and distribution.

14. PLACE OF EXECUTION

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Franklin County, Georgia and each party hereby consents to the Franklin Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in Franklin Superior Court.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written.

FRANKLIN COUNTY, GEORGIA

By *[Signature]*
Chairman, Board of Commissioners

ATTEST:

Elaine H. Evans
Clerk

(SEAL)

GRP FRANKLIN, LLC

By *[Signature]*
Its Chief Legal Officer

WITNESS:

Bruce D. L.

Thomas J. Schilling
Notary Public

