



Agenda
City of Baldwin
Special Called Meeting
March 30th, 2023

4:15 pm

Baldwin City Hall Community Room
186 Highway 441 Bypass, Baldwin, GA 30511

Call Meeting to Order

New Business

1. Consideration/Approval of Lease Agreement with ReveSolutions Inc.
2. Consideration/Approval of Water and Sanitary Sewer Easement for West Airport Road Mobile Home Park
3. Consideration/Approval of Access Agreement for 293 Airport Road
4. Consideration/Approval of K9 Handler Contract

Announcements

- A. The City Council Spring Retreat will be April 20th and 21st from 8:00 am – 5:00 pm at 202 Luthi Road, Alto, GA 30510.
- B. Baldwin Clean Up Amnesty Week will be April 17th – April 21st. Call City Hall to be put on the pickup list for items like old appliances, furniture, and scrap metal. This year, we will accept paint cans and tires, but they must be separate from the other items for pickup. Items must be street side no later than Thursday, April 20th.
- C. Baldwin Clean Up Day is April 22nd from 9:00 am – 12:00 pm at the Baldwin Farmers' Market. Celebrate Earth Day by cleaning up Baldwin roads and planting a tree. Free T-shirt and lunch provided for pre-registered participants. Sign up with your T-shirt size at baldwinevents@cityofbaldwin.org by April 7th.

Adjournment

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this ____ day of _____, 2023, by and between The City of Baldwin, Georgia ("Landlord"), and Reve Solutions Inc, a Georgia company (hereinafter called "Tenant"):

1. **PREMISES.** The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described as Five (5) acres or Tract two of map and parcel 090 020 (hereinafter called "Premises"):

090 020 Tract Two
Industrial Park Road
Baldwin, GA 30511

2. **TERM.** To have and to hold for a term of five (5) years beginning on _____, 2023, and ending on _____, 2028 at midnight (the "Initial Term"), unless sooner terminated as hereinafter provided.

3. **OPTION TO RENEW.** Provided that: (i) Tenant is not in default of any provisions of this Lease, (ii) Tenant has not become a debtor under the United States Bankruptcy Code or is adjudged bankrupt or insolvent under the laws of any state or has sought the protection of and State or local insolvency statutes, and (iii) Tenant provides written notice to Landlord, stating its intent to renew the term of this Lease, which notice is received by Landlord at least ninety (90) days prior, but no more than two hundred forty (240) days, to the expiration of the then current term, then Landlord grants to Tenant the right to extend this Lease for one (1) additional period of five (5) years (the "Renewal Terms" and together with the Initial Term, the "Term") under the same terms and conditions as the Initial Term except that each year during the Renewal Term, the monthly rent due shall increase by an amount equal to three percent (3.0%) of the monthly rent during the immediately prior year.

If this Lease is terminated during the Initial Term or the Renewal Term for any reason whatsoever, Tenant shall have no right to extend this Lease pursuant to this Section.

4. **RENTAL.** Tenant agrees to pay to Landlord for the Premises promptly on the first day of each month in advance, without notice, deduction, offset or demand, during the Initial Term of this Lease at a monthly rental of Three Thousand Seven Hundred and Fifty and 00/1000 Dollars (\$3,750.00). Tenant hereby acknowledges that, if any monthly payment of rent or any moneys due hereunder from Tenant shall not be received by Landlord within ten (10) days after such payment is due, then Tenant shall pay the Landlord a late charge equal to five percent (5.0%) of such delinquent amount. It is the intention of the parties that this Lease be for Tract Two of the Landlord's property. The Tenant shall be responsible for their own water, electricity, and sewer utilities.

5. **PAYMENT.** All payments of rent and other amounts due Landlord hereunder shall be made payable to and mailed or delivered to Landlord, or to such other person, entity, or address as Landlord may hereafter designate in writing. Payments shall be considered received only upon Landlord's actual receipt thereof. With the execution of this Lease, Tenant hereby pays the first month's rent in the amount of \$3,750.00 to Landlord.

6. **OPERATING EXPENSES; UTILITIES.** Except as set forth herein, Landlord will have no responsibility for the Operating Expenses of the five (5) acre tract of the property. As used herein, "Operating Expenses" shall mean all expenses necessary or appropriate for the operation, maintenance, equipping, replacing, improving, securing, and repairing of the Premises, related grounds, amenities, facilities, and the personal property used in conjunction therewith, which shall include, but not be limited to, all expenses incurred for heating, cooling, electricity, water, gas, sewers, refuse collection, telephone, cable and other communication services, and similar utility services; the cost of supplies, janitorial and cleaning, security services, landscaping maintenance and replacements, window washing, insurance (including all payments and deductibles relating to special form insurance in an amount sufficient to cover the full replacement cost of the Premises), management fees, services of independent contractors and employees performing duties necessary to such operation, maintenance and repair of the Premises, costs of capital improvements and capital equipment incurred to either (i) comply with changes in laws, government requirements or regulations, or building codes, or (ii) maintain the safety and quality of the Premises, and any other expense or charge that would be considered an expense of maintaining, operating, improving, securing or repairing the Premises. Tenant shall be responsible for the cost of all utilities servicing the five(5) acre tract of the Premises during the Term.

7. **INDEMNITY; INSURANCE.** Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the five (5) acre tract of the Premises, and all expenses incurred by Landlord because thereof, including reasonable attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per incident, and property damage limits of \$100,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this Section 7. Such general liability insurance policy described above shall (i) name Landlord as an additional insured and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by Landlord, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia, and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to Landlord. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to Landlord by Tenant concurrently with the execution of this Lease and thereafter at least annually or upon request by Landlord. Landlord and Tenant each hereby release and relieve the other, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on, or, about the Premises, whether due to the negligence of Landlord or Tenant, employees, contractors, and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Landlord and Tenant shall, upon obtaining the policies of insurance required,

give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

8. USE OF PREMISES; LANDLORD ACCESS; RIGHT OF ENTRY.

a. The Premises shall be used for hauled waste recycling, composting, and general office purposes and such related ancillary purposes related to its business and no other purpose and in accordance with all laws, rules and regulations of all federal, state and municipal authorities applicable to the Premises. The Premises shall not be used for illegal purposes, or in any manner to create any nuisance or trespass; or in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

b. Landlord shall have free access to the Premises at all reasonable times to show the Premises to prospective mortgagees or purchasers and to inspect the Premises and to make such repairs, additions, improvements, changes, or alterations, to the Premises as Landlord may elect. During the last four (4) months of the Term, Landlord shall have the right to place "for lease" signs in or about the Premises and to show the Premises to prospective tenants at all reasonable times.

9. **AUTHORITY TO LEASE.** Landlord leases the Premises to Tenant pursuant to its authority as set forth in O.C.G.A. § 36-37-6 (l) and (d) for real property in municipally designated industrial development areas for industrial development purposes without regard to the disposition procedures set forth in O.C.G.A. § 36-37-6 (a). It is the intent of the parties that this lease shall conform to all requirements of State law for the lease of municipal real property.

10. **REPAIRS BY TENANT.** Tenant accepts the five (5) acre tract of the Premises in its present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises.

11. **ALTERATIONS.** Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 11 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions, and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. Tenant shall discharge of record, by bond or otherwise within thirty (30) days following the filing thereof, any mechanic's or similar lien or encumbrance filed against the Premises or the Building for work or materials claimed to have been furnished to or for the benefit of Tenant and/or the Premises. Failure to

discharge any lien or encumbrance pursuant to this provision shall constitute a material default by Tenant.

12. **DESTRUCTION OF OR DAMAGE TO PREMISES.** If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, other than due to Tenant's negligence or willful or wanton act, then this Lease shall terminate as of the date of such destruction, in which event any and all rents shall be accounted for as between Landlord and Tenant as of that date. For purposes of the preceding sentence, "totally destroyed" shall mean in excess of 50% of the Premises are destroyed or damaged by fire or other casualty. Landlord and Tenant shall agree within thirty (30) days of the destruction occurring as to whether or not in excess of 50% of the Premises are destroyed or damaged. If the Leased Premises are damaged but not totally destroyed by any such casualty, Landlord shall restore the Premises to substantially the same condition as before the damage as soon as reasonably possible. In the event of such partial damage, this Lease shall continue in full force and effect, and Tenant shall continue to pay full rent pursuant to the terms hereof.

13. **INDEMNITY.** Tenant agrees to indemnify and save harmless Landlord and its agents, shareholders, directors, officers, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all liabilities, damages, claims, suits, actions and costs (including court costs, attorneys' fees, and costs of investigation) of any kind involving injury to or death of any person or damage to or loss of property occurring on, in or about the Premises (a) caused, in whole or in part, by any negligent act or omission of Tenant or any invitee, licensee, employee, director, officer, servant, contractor, subcontractor or tenant of Tenant, or (b) resulting from any breach, violation, or nonperformance of any covenant of Tenant under this Lease. If any action or proceeding shall be brought by or against any Indemnitee in connection with any such liability or claim, Tenant shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord. The provisions of this Section 13 shall apply to all activities of Tenant with respect to the Premises, whether occurring before or after the commencement date of the term of this Lease and before or after the expiration or termination of this Lease. Tenant's obligations under this Section 13 shall not be limited to the limits or coverage of insurance maintained or required to be maintained by Tenant under this Lease.

14. **LIMITATION OF LIABILITY.** Landlord shall not be liable for any injury, damage, or loss sustained by Tenant or any person claiming through Tenant as a result of any accident or occurrence in or upon the five (5) acre tract of the Premises, except in the case of Landlord's gross negligence or willful misconduct.

15. **LIMITATION OF RECOVERY.** Tenant agrees to look solely to Landlord's interest in the Premises and the rent and other income derived therefrom for the recovery of any monetary judgment against Landlord. Accordingly, Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Premises, as such interest is constituted from time to time, and the rent and other income derived therefrom, and neither Landlord, nor any officer, employee, director, or shareholder of Landlord, shall have any personal liability whatsoever with respect to this Lease. The foregoing provisions of this Section 15 are not intended to, and shall not, limit any rights that Tenant might otherwise have to obtain injunctive relief

against Landlord or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

16. **CONDEMNATION.** If the whole of the Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, or a deed in lieu of condemnation for any public use or purpose of any legally constituted authority is given by Landlord, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of Landlord to recover compensation and damage caused by condemnation from the condemnor; such that the entire award for any taking of the Premises, whether such taking be whole or in part (except for such separate award as may be made for Tenant's moving expenses) shall belong to Landlord.

17. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublease the Premises or any part thereof, or permit the use of Premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. An assignee or sublessee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. All forms of assignments and subleases, whether permissive or with Landlord's consent, shall include the assumption by sub-Tenant of all of the terms and conditions of this Lease, and shall be approved by Landlord, in Landlord's discretion, prior to the execution and delivery thereof.

18. **SURRENDER; REMOVAL OF FIXTURES.** Tenant shall, upon the expiration or termination of this Lease, peacefully and quietly surrender the Premises to Landlord, including any improvements that may remain thereon. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension thereof, remove all fixtures and equipment that it has placed in the Premises, provided Tenant repairs all damages to the Premises caused by such removal. All such items not removed promptly by Tenant upon the termination hereof shall become the property of Landlord.

19. **DEFAULT.** (a) The following events shall be deemed to be Events of Default by Tenant under this Lease: (i) Tenant shall fail to pay any installment of rent or any other charge or assessment against Tenant pursuant to the terms hereof when due and shall not cure such failure within ten (10) days after notice thereof to Tenant; (ii) Tenant shall fail to comply with any term, provision, covenant or warranty made under this Lease by Tenant, other than the payment of rent or any other charge or assessment payable by Tenant, and shall not cure such failure within thirty (30) days after notice thereof to Tenant; (iii) any court of competent jurisdiction shall enter, with regard to Tenant, a decree or order for relief in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or decree or order appointing a receiver, liquidator, assignee, custodian, or trustee (or similar official) of Tenant or for any substantial part of Tenant's property, or for a decree or order ordering the winding-up or liquidation of Tenant's affairs, and any such

decree or order shall continue unstayed and in effect for a period of thirty (30) days; (iv) Tenant shall commence a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or Tenant shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, or trustee (or other similar official) of Tenant or for any substantial part of Tenant's property; (v) Tenant shall abandon or vacate all or any portion of the Premises or fail to take possession thereof as provided in this Lease; or (vi) Tenant shall do or permit to be done anything which creates a lien of any nature whatsoever upon the Premises.

(b) Upon the occurrence of any of the aforesaid Events of Default, Landlord shall have the option to pursue any one or more of the following causes of action without any further notice or demand whatsoever; (i) collect each installment of rental when the same matures, (ii) terminate the Lease and accelerate and declare an amount due equal to the excess, if any, of the total amount of rent to be paid by Tenant for the remainder of the term of this Lease over the then market rental value of the Premises for the remainder of the term of this Lease, discounted (at eight percent per annum) to present value, which sum will be immediately due and payable forthwith, or (iii) enter the Premises without process of law and terminate Tenant's possession without being liable for any prosecution therefor, and re-lease the Premises to any person, firm, or corporation, and upon such terms and conditions as Landlord may deem advisable, as agent of Tenant or otherwise, for whatever rent it can obtain, in which event Tenant shall remain liable for the rent reserved herein and Landlord shall apply the proceeds of such re-leasing (y) first to the payment of expenses that Landlord may incur in the entering and re-leasing (z) then to the payment of the rent due by Tenant and the fulfillment of Tenant's covenants and obligations hereunder. In the case of any deficiency, Tenant shall remain liable for such deficiency. Landlord shall have all rights available to Landlord under the laws of the State of Georgia.

(c) Any reletting of the Premises by Landlord as the agent of the Tenant shall not terminate this Lease and may be for such a term, rent amount, and other conditions as Landlord deems desirable, without advertisement and by private negotiations. Tenant shall reimburse Landlord for all Landlord's costs, expenses and attorney fees in connection with such reletting, including, without limitations, all commissions and advertising costs. No action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of the Premises and no agreement to accept a surrender of the Premises shall be valid unless in writing and executed by Landlord. In determining the amount of loss of damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting of the Premises by Landlord as above provided, allowance shall be made for expense of repossession and any repairs or remodeling undertaken by Landlord following repossession and there shall be added to the amount of rent due to Landlord as herein provided, all costs and expense incurred by Landlord in the enforcement of the Lease against Tenant, including, without limitation, the fees of the Landlord's attorneys.

20. **REMEDIES CUMULATIVE.** No right, power or remedy herein or otherwise conferred upon or reserved to Landlord, by contract, at law, in equity or by statute, is intended to be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any right, power or remedy given hereunder, or now or hereafter existing by contract, at law, in equity or by statute.

21. **MORTGAGEE'S AND TENANT'S RIGHTS.** Tenant's rights shall be subject to any bonafide mortgage or deed to secure debt that is now or may hereafter be placed upon the Premises by Landlord. The terms of this provision shall be self-operative; provided however, Tenant upon the request of any party in interest shall promptly execute, deliver, and record such instruments or certificates as may be reasonably required to carry out the intent of this Section and further provided, however, that the subordination of this Lease to any mortgage or deed to secure debt hereafter placed on the Premises is expressly subject to the condition that Tenant's possession and right of use under this Lease in and to the Premises shall not be disturbed by the holder of such mortgage or deed to secure debt unless and until Tenant shall default under the provisions of this Lease.

22. **NO ESTATE IN LAND.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent as expressly set forth herein.

23. **HOLDING OVER.** If Tenant shall not immediately surrender possession of the Premises at the expiration or other termination of this Lease, Tenant shall become a tenant from month-to-month, provided rent shall be paid to and accepted by the Landlord, in advance, at the rate of 150% of the rental payable hereunder just prior to the termination of this Lease; but unless and until the Landlord shall accept such rental from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of Tenant. If Tenant shall fail to surrender possession of the Premises immediately upon the expiration of the term hereof, Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month-to-month tenancy shall have been created as aforesaid.

24. **NOTICE.** All notices given pursuant to the terms of this Lease shall be furnished in writing as follows:

As to Landlord: City of Baldwin, Georgia

Attn.: _____

As to Tenant: Reve Solutions Inc

Attn.: _____

in person, by overnight courier service, or by certified or registered mail, return receipt requested. Either party may designate, by notice as provided herein, a new address to which rents, notices, demands or communications shall thereafter be so addressed and mailed. Notices, demands and communications to the parties hereto, or to their respective successors in interest, shall be in writing and deemed validly and sufficiently served, given and received (a) five (5) days after

mailing when mailed by certified or registered mail, return receipt requested, with postage prepaid, (b) one (1) day after sending by overnight courier service and (c) when made by personal delivery upon such personal delivery.

25. **ESTOPPEL CERTIFICATES.** Within ten (10) days after any requests thereof by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord a written certificate acceptable to Landlord certifying if the same be true as to such matters relating to this Lease, the Premises or the Tenant, as Landlord shall reasonably request, or, if the same be not true, stating the manner in and the extent to which the same not be true.

26. **SEVERABILITY.** If any provision of this Lease, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Lease that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to that end, the provisions hereof are severable.

27. **GOVERNING LAW.** It is the intention of the parties that the laws of the State of Georgia should govern the validity of this Lease, the construction of its terms, and the interpretation of the rights and duties of the parties.

28. **WAIVER OF RIGHTS.** No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

29. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto, and there are no other agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided for.

30. **TIME OF ESSENCE.** Time is of the essence of this Lease.

IN WITNESS WHEREOF, this Lease has been duly executed by the Parties hereto as of the date first above set forth.

LANDLORD:

TENANT:

City of Baldwin, Georgia

Reve Solutions Inc.

By:

By:



Print Name:

Print Name:

Carlos M. Talbott

Title:

Title:

Owner

DRAFT

After Recording Return to:
City of Baldwin
Attn: Ms. Emily Woodmaster, City Administrator
P.O. Box 247
Baldwin, GA 30511

(For Recording Information Only)

GRANT OF WATER AND SANITARY SEWER EASEMENT

**STATE OF GEORGIA
COUNTY OF HABERSHAM**

THIS GRANT OF WATER AND SANITARY SEWER EASEMENT (hereinafter referred to as the “**Easement**”) is made and entered into this 27th day of March, 2023 by and between LL Herrin Development Co, LLC, (hereinafter referred to as “**Grantor(s)**”) and City of Baldwin, Georgia (hereinafter referred to as “**Grantee**”) and, **City of Baldwin** a political subdivision of the State of Georgia (hereinafter referred to as “**Intended Final Grantee**”) (to include their respective heirs, beneficiaries, legal representatives, employees, contractors, agents, tenants and sub-tenants, successors, and assigns, where the context hereof requires or permits).

WITNESSETH

WHEREAS, Grantor(s) is the owner of that certain real property located in Land Lot 152 of the 10th District, Habersham County, Georgia and being commonly known as West Airport Road according to the present system of numbering houses/businesses in the City of Baldwin, Georgia, being more particularly described in Deed Book 1279 Page 436 (“**Property**”); and

WHEREAS, Grantee is desirous of obtaining from Grantor(s) certain temporary and permanent easements over, across, and under a portion of Grantor’s(s’) **Property** as described herein and depicted in the drawing attached hereto and made a part hereof by reference as **Exhibit “A”** for constructing the sanitary sewer line and facilities for West Airport Road Mobile Home Park (“**Project**”).

WHEREAS, Intended Final Grantee is desirous of obtaining a permanent easement over, across and under a portion of the **Property** for the construction, use, maintenance, repair and/or replacement of such sanitary sewer line and facilities.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor(s)

does hereby grant, bargain, sell and convey unto Grantee and Intended Final Grantee, easements over, upon, through, under, and across Grantor's(s') Property as follows:

1. **TEMPORARY CONSTRUCTION EASEMENT**: A non-exclusive temporary construction easement ("Temporary Easement") with the full right of use for all purposes in connection with construction of the sewer line and facilities for the Project, said Temporary Easement depicted in **Exhibit "A"** ("Temporary Easement Area"). The right to use the Temporary Easement shall terminate upon the final completion and acceptance of the Project by Intended Final Grantee.
2. **PERMANENT EASEMENT**: A nonexclusive permanent easement ("Permanent Easement") for purposes of constructing, using, maintaining, repairing, inspecting, and reconstructing water and sanitary sewer lines and facilities as may be required from time to time, together with the full right of access to and egress from the Permanent Easement. Said Permanent Easement being from 20 to 30 feet as further depicted in **Exhibit "A"** ("Permanent Easement Area"). The center line of said Permanent Easement shall be the center line of the sanitary sewer line hereinafter installed. Upon final completion and acceptance of the Project by Intended Final Grantee, the Permanent Easement shall become a publicly dedicated easement for all purposes without any further action required of the parties hereto. Grantee's right to use the Permanent Easement shall terminate upon its dedication and acceptance by Intended Final Grantee.
3. **EASEMENT TERMS**:
 - a. Grantee shall have the right to clear the Temporary and Permanent Easement Areas.
 - b. Intended Final Grantee shall have the right, but not the obligation, to keep the Permanent Easement Area clear at all times, and to remove all brush, trees, structures, and other obstructions.
 - c. Grantor(s) shall have the right to use the easement areas, provided such use shall in no manner obstruct, interfere with, or be inconsistent with the use thereof by Grantee or Intended Final Grantee, as provided herein and in the Official Code of Baldwin, Georgia. Grantor(s) agrees to keep the Permanent Easement Area clear of all buildings, structures, and other obstructions and acknowledges that any landscaping placed within the Permanent Easement Area shall be at Grantor's(s') own risk.
 - d. Grantee shall install the water and sanitary sewer lines and facilities to Baldwin standards and at no cost or expense to Grantor(s). Grantee shall restore the easement areas to approximately the same grade as existed before construction and shall seed and straw all disturbed areas, with the exception that disturbed sodded areas shall be replaced with sod.

TO HAVE AND HOLD said Easement unto said Grantee and Intended Final Grantee and their successors and assigns, upon the terms and for the periods set forth above.

Grantor(s) hereby covenants with Grantee and Intended Final Grantee that it is lawfully seized and possessed of the real property previously described herein and that he has good and lawful right to convey it, or any part thereof, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Signatures on following page.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year above first written.

Sworn to and subscribed before me
This 29 day of March, 2023.

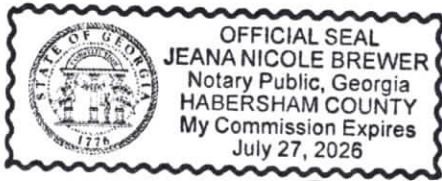
[Handwritten Signature]
Witness Signature

M. Keith York
Witness Printed Name

[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires 7 / 27 / 26

(SEAL)



Sworn to and subscribed before me
This ___ day of _____, 20__.

Witness Signature

Witness Printed Name

NOTARY PUBLIC
My Commission Expires ___/___/___

(SEAL)

GRANTOR:
LL Herrin Development Company, LLC

[Handwritten Signature]
Signature

Jeff Herrin
Printed Name

GRANTEE:
City of Baldwin, GA

Signature

Printed Name

EXHIBIT "A"
EASEMENT AREA

See Attachment

DRAFT



DATE: SEPTEMBER 28, 2022
SCALE: 1" = 80'
JOB #2106

SHEET: 1
JOB #2106

NO.	DESCRIPTION	DATE
1	REVISED PER CITY OF DALTON COMMENTS	09/28/22
2		
3		
4		
5		
6		
7		
8		
9		
10		

WEST AIRPORT ROAD
2016 PLAN
MOBILE HOME PARK
LAND LOT 152, 10th DISTRICT
HABERSHAM COUNTY, GA

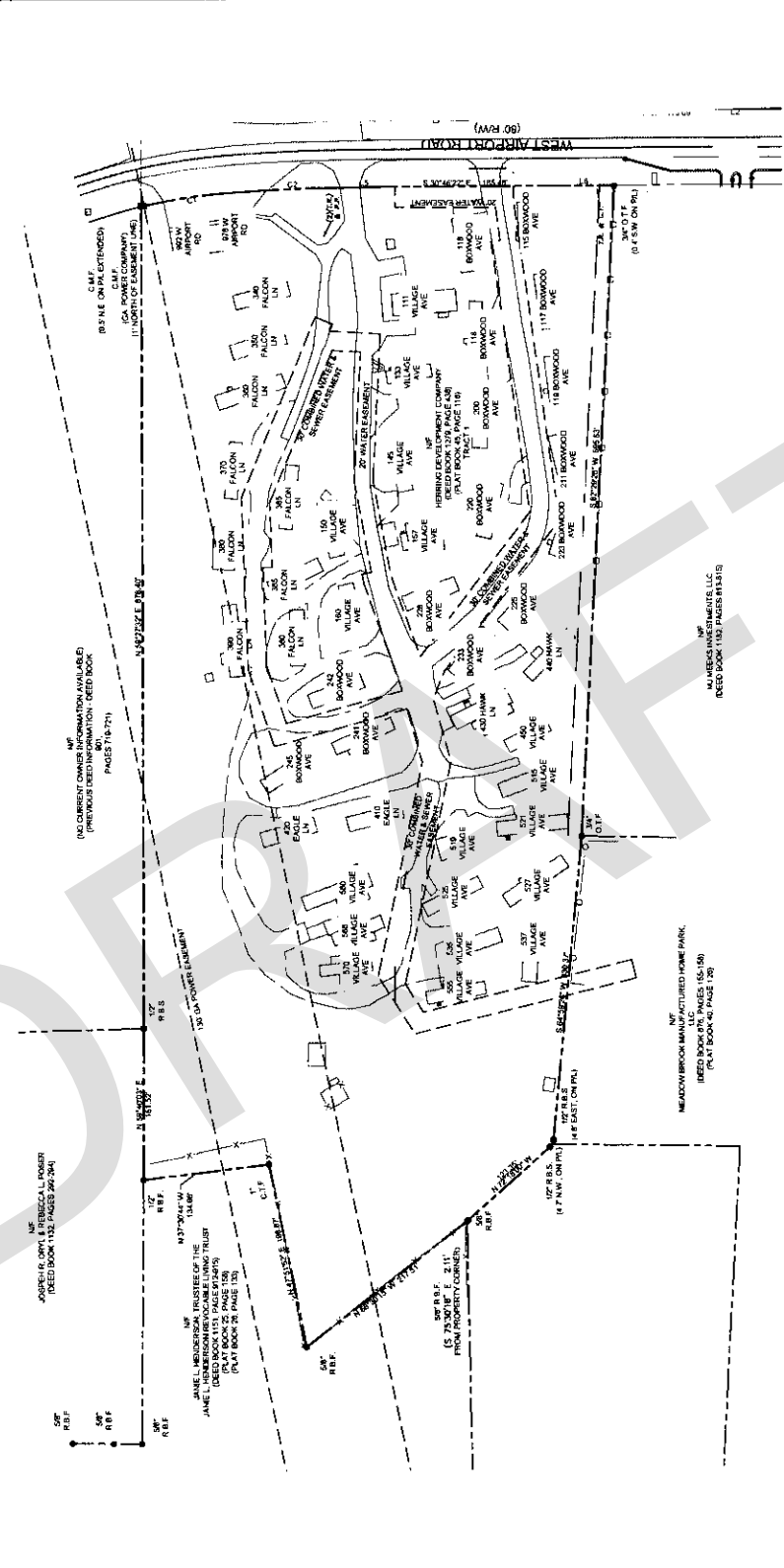
OWNER
LL HERMIN
DEVELOPMENT COMPANY
220 WYBISCOTT
CORNELIA, GA 30531
PH: 706-393-8904

164 PROFESSIONAL DRIVE
DALTON, GA 30705
PHONE: (706) 774-0007
FAX: (706) 774-0008
WWW.HERMIN.COM



Exhibit "A"

GENERAL NOTES:
1. LOCATIONS OF UTILITIES SHOWN WITHIN THE PROPERTY BOUNDARY.



ACCESS AGREEMENT

This Access Agreement is entered into this 30th day of March 2023, by and between Maria Vallejo Morales and Jasmin Galvan Vallejo (the “Licensees”) and City of Baldwin, Georgia (the “Licensor”) for the purpose of authorizing the Licensee to enter upon City of Baldwin, Georgia property containing an ingress/egress 12ft concrete drive on that certain plat of survey prepared by Davidson Land Surveying dated April 9, 2010 for Minnie Payne Estate and recorded in Plat Book 63, Page 65, Habersham County, GA deed records, said concrete drive leading from Airport Road to the property of the Licensee shown as Tract 2 on said survey (the “Property”).

1. The Licensees acknowledge that they enter upon the Property at their own risk and assumes all risk of bodily injury. The Licensees acknowledge that neither the City of Baldwin nor any officer, agent or employee of the City of Baldwin has made any representation or warranty concerning the condition or safety of the Property.
2. The Licensees, including Licensees’ heirs and assigns, agrees not to sue or seek collection of any amounts in damages against the City of Baldwin, or any officers, agents, employees and/or insurers of the City of Baldwin, for injuries or otherwise he/she might sustain as a result of his/her access to the Property.
3. Licensees shall be authorized to enter the Property on April 4th, 2023 and this right of entry shall expire on April 4th, 2053 at 12 o’clock.

So agreed, this 30th day of March 2023.

Licensee, Maria Vallejo Morales

Licensee, Jasmin Galvan Vallejo

Licensor, City of Baldwin, Georgia

Baldwin Police Department

Employment Agreement

K-9 Unit

WHEREAS, the city council of Baldwin, Georgia has found there to be a need for the services of a police service dog, hereinafter known as the K-9, to be used for the purpose of narcotics detection, evidence detection, human tracking, and/or criminal apprehension; and

WHEREAS, the city council of Baldwin, Georgia has approved the creation and funding of the K-9 unit within the Baldwin Police Department; and

WHEREAS, it is recognized that the cost of training and certification of a K-9 and their assigned officer, hereinafter known as the handler, are often much higher than that of an standard police officer;

NOW THEREFORE, this agreement, being approved by the city council of Baldwin, Georgia, stands as an agreement between the City of Baldwin, Baldwin Police Department, and the assigned K-9 to ensure the best interests of parties involved.

One officer shall be designated by the Chief of Police as the K-9 handler for each canine owned by the city. By signing this document, the handler and the City of Baldwin agree to the following:

1. The handler is responsible for the daily care (feeding, grooming, etc.) of their assigned K-9 partner.
2. The handler will ensure their assigned K-9 is checked by a veterinarian for an annual physical and/or any other time the K-9 is ill or injured, at the expense of the city.
3. The handler is responsible for ensuring all K-9 related equipment (kennels, leashes, harnesses, etc) are clean, operational, and repaired as needed. If the handler finds equipment that is no longer operative or unable to be repaired, the handler shall notify their supervisor as soon as feasible.
4. Handler agrees to continue employment with the Baldwin Police Department as a K-9 handler for 3-years, which assignment begins on _____. Handler agrees to reimburse the city all costs incurred by the city for training and certifying the handler if the handler fails to meet the handler's 3-year employment term.

5. If the city and the handler agree to build an outdoor kennel at the handler's residence, the handler will be responsible for reimbursement of cost the City of Baldwin incurred for unmovable structures, if the handler fails to meet the 3-year employment term.
6. In the event of a K-9's death, the handler will receive a new K-9 paid for by the city or will be released from the remaining time of the 3-year agreement.
7. If the K-9 is taken from the handler due to disciplinary sanctions, the handler will be deemed to have not met the standard of the 3-year employment agreement.
8. The Chief of Police may reassign a K-9 at any time during the 3-year employment agreement for administrative purposes, which will release the handler of all responsibilities under this agreement after the new handler has taken control of the K-9.

Chief Administrative Officer

Date

Chief of Police

Date

K-9 Handler

Date