AGENDA

Camden County Joint Development Authority
Friday, July 14, 2017 at 9:00 a.m.
The Kingsland North Center Conference Room
531 N. Lee Street
Kingsland, Georgia

1. **Call to Order – Chairman Jeff Barker**
2. **Invocation and Pledge**
3. **Public Welcome and Introduction**
4. ★ **Amendments to and Adoption of Agenda**
5. ★ **Approval of the Minutes of the May 19th Meeting**
6. ★ **Approval of the Minutes of the June 22nd Special Called Meeting**
7. ★ **Treasurer's Report**
8. ★ **Approve Amended FY18 Budget**
9. ★ **Approve FY18 Regular Meeting Schedule**
10. ★ **Approve Wetlands Coalition Support**
11. ★ **Approve Wildlife Defense Systems Memorandum of Understanding**
12. ★ **Approve Epic Destinations Bond Underwriter Agreement**
13. **Executive Director's Report**
14. ★ **Executive Session-Land Acquisition**
15. ★ **Approve and Sign St. Marys Marine Center purchase and sale agreement**
16. ★ **Approve Professional Services for St. Marys Marine Center**
17. ★ **Adjourn Meeting**

Please be advised that this agenda is subject to amendments.

★ *Items requiring a vote.*

As set forth in the American with Disabilities Act of 1992, Camden County does not discriminate, on the basis of disability, and will assist citizens with special needs, given proper notice. Please contact the Camden County Joint Development Authority office by 5:00 PM the day before the scheduled meeting for assistance. We can be reached at (912) 729-7201.

Minutes of the Regular Meeting of the
Board of Directors of the Camden County
Joint Development Authority
July 14, 2017

The Board of Directors of the Camden County Joint Development Authority held a regular meeting in the Kingsland North Center conference room in Kingsland, Georgia, on July 14, 2017. There were present and participating at the meeting the following board members: Jeff Barker, Sheila Sapp, Burford Clark, Rachel Baldwin, Louise Mitchell, Tanya Glazebrook, and Joel Hanner. Board members Alex Blount and Stan Fowler were absent. Also in attendance were James Coughlin, Teira Cole, Darren Harper, and members of the public.

The meeting was called to order by the chairman at 9:00 a.m.

Amendments to and adoption of agenda: A motion was made by Ms. Glazebrook, seconded by Ms. Baldwin, to amend the agenda to remove Item 11. The board voted unanimously to approve the motion. A motion was made by Mr. Hanner, seconded by Ms. Mitchell, to adopt the agenda as amended. The board voted unanimously to approve the motion.

Approval of the minutes of the May 19, 2017 Meeting: A motion was made by Ms. Glazebrook, seconded by Ms. Baldwin, to approve the minutes of the May 19, 2017 meeting. The board voted to approve the motion with Mr. Clark abstaining from the vote due to his absence from the May meeting. A copy of the minutes is attached.

Approval of the minutes of the June 22, 2017 Special Called Meeting: A motion was made by Ms. Baldwin, seconded by Ms. Sapp, to approve the minutes of the June 22, 2017 special called meeting. The board voted to approve the motion with Mr. Clark abstaining from the vote due to his absence from the June meeting. A copy of the minutes is attached.

Treasurer's report: Mr. Coughlin requested Ms. Cole to report on the year to date financials. A motion was made by Ms. Baldwin, seconded by Mr. Clark, to accept the treasurer's report. The board voted unanimously to approve the motion; a copy of the report is attached.

Approve Amended FY18 Budget: Ms. Cole presented the proposed FY18 Amended Budget. A motion was made by Ms. Clark, seconded by Ms. Baldwin, to approve the FY18 Amended Budget as presented. The board voted unanimously to approve the motion; a copy of the amended budget is attached.

Approve FY18 Regular Meeting Schedule: The chairman presented the proposed FY18 regular meeting schedule. A motion was made by Mr. Hanner, seconded by Ms. Glazebrook, to adopt the meeting schedule as presented. The board voted unanimously to approve the motion; a copy of the schedule is attached.

Approve Wetlands Coalition Support: Mr. Coughlin discussed the progress that has been made regarding the wetlands regulations during FY17. A motion was made by Mr. Clark, seconded by Ms. Sapp, to continue the support in the amount of $250.00 a month during FY18. The board voted unanimously to approve the motion.

Approve Epic Destinations Bond Underwriter Agreement: Mr. Coughlin presented the Epic Destinations Bond Underwriter Agreement. A motion was made by Mr. Clark, seconded by Ms. Mitchell, to approve the agreement as presented. The board voted unanimously to approve the motion; a copy of the agreement is attached.

Executive Director's Report: Mr. Coughlin gave a detailed verbal and written report on his activities during the past two months, along with current initiatives and projects. A copy of the written report is attached.

Executive Session: A motion was made by Ms. Baldwin, seconded by Ms. Mitchell, to go into executive session to discuss land acquisition at 9:27 a.m.; the motion passed unanimously.

A motion was made by Mr. Clark, seconded by Ms. Baldwin, to come out of executive session at 10:36 a.m.; the motion passed unanimously.

Land Acquisition Action: A motion was made by Mr. Clark, seconded by Mr. Hanner, to approve the St. Marys Marine Center purchase and sale agreement as presented. The board voted unanimously to approve the motion.

Approve Professional Services for St. Marys Marine Center: A motion was made by Ms. Baldwin, seconded by Mr. Clark, to authorize the executive director to enter into professional service agreements with ESI, Terracon, and Thomas & Hutton. The board voted unanimously to approve the motion.

Adjourn:
A motion was made by Mr. Clark, seconded by Mr. Hanner, and approved unanimously to adjourn the meeting at 10:40 a.m., at which time the meeting was adjourned.

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

By: _____
Chairman
Date: 08/18/2017

By: _____
Secretary/Treasurer
Date: 08/18/2017

Minutes of the Regular Meeting of the
Board of Directors of the Camden County
Joint Development Authority
May 19, 2017

The Board of Directors of the Camden County Joint Development Authority held a regular meeting in the Kingsland North Center conference room in Kingsland, Georgia, on May 19, 2017. There were present and participating at the meeting the following board members: Jeff Barker, Alex Blount, Sheila Sapp, Tanya Glazebrook, Louise Mitchell, Joel Hanner and Rachel Baldwin. Board members Stan Fowler and Burford Clark were absent. Also in attendance were James Coughlin, Teira Cole, Darren Harper, Cody Smith and members of the public.

The meeting was called to order by the chairman at 9:00 a.m.

Amendments to and Adoption of Agenda: A motion was made by Ms. Baldwin, seconded by Mr. Hanner, to amend the agenda to approve the Camden County Public Comment Policy before Item 6 and after Item 5, as agenda item 5a. The board voted unanimously to approve the motion.

Approval of the Minutes of the March 17, 2017 Meeting: A motion was made by Mr. Blount, seconded by Ms. Mitchell, to approve the minutes of the March 17, 2017 meeting. The board voted unanimously to approve the motion; a copy of the minutes is attached.

Approval of Public Comment Policy: The chairman discussed the need to adopt the Camden County Joint Development Authority Public Comment Policy. A motion was made by Mr. Hanner, seconded by Ms. Sapp, to adopt the policy as presented. The board voted unanimously to approve the motion; a copy of which is attached.

Special Requests to Address the Board: Five members of the public requested permission to address the board. Permission was granted by the chairman to hear all five speakers, who had made the requests 48 hours prior to the start of the meeting. The list of speakers is attached.

Treasurer's Report: Ms. Cole reported on the year to date financials. A motion was made by Ms. Baldwin, seconded by Ms. Glazebrook, to accept the treasurer's report. The board voted unanimously to approve the motion; a copy of the report is attached.

Approve FY18 Budget: Mr. Coughlin presented the FY18 budget. A motion was made by Mr. Blount, seconded by Ms. Glazebrook, to adopt the FY18 budget as presented. The board voted unanimously to approve the motion; a copy is attached.

Executive Director's Report: Mr. Coughlin gave a detailed verbal and written report on his activities during the past two months, along with current initiatives and projects. A copy of the written report is attached.

Executive Session: A motion was made by Mr. Hanner, seconded by Mr. Blount, to go into executive session to discuss the possible purchase of real estate at 10:04 a.m.; the motion passed unanimously and the members went into executive session.

A motion was made by Ms. Mitchell, seconded by Ms. Sapp, to come out of executive session at 10:57 a.m.; the motion passed unanimously, and the regular meeting resumed.

Possible Land Acquisition Action: A motion was made by Mr. Blount, seconded by Ms. Glazebrook, to approve the purchase and sale agreement for 50 (fifty) acres at the Gilman Mill property in St. Marys. The board voted unanimously to approve the motion; a copy of the contract is attached.

Approve Gilman Mill Property Development Agreement: A motion was made by Mr. Blount, seconded by Ms. Baldwin to approve the Gilman Mill Property Development Agreement. The board voted unanimously to approve the motion; a copy of the agreement is attached.

Adjourn: A motion was made by Mr. Hanner, seconded by Mr. Blount, and approved unanimously to adjourn the meeting at 10:59 a.m., at which time the meeting was adjourned.

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

By: _____
Chairman
Date: _____

By: _____
Secretary/Treasurer
Date: _____

Minutes of the Special Called Meeting of the
Board of Directors of the Camden County
Joint Development Authority
June 22, 2017

The Board of Directors of the Camden County Joint Development Authority held a special called meeting in the Kingsland North Center conference room in Kingsland, Georgia, on June 22, 2017. There were present and participating at the meeting the following board members: Jeff Barker, Sheila Sapp, Stan Fowler, Rachel Baldwin, Joel Hanner, and Tanya Glazebrook. Board members Burford Clark, Alex Blount, and Louise Mitchell were absent. Also in attendance were James Coughlin, Teira Cole, Darren Harper, and members of the public.

The meeting was called to order by the chairman at 5:30 p.m.

Amendments to and adoption of agenda: The chairman indicated amending and adopting the agenda were not required of a special called meeting.

Approve Epic Adventures Development Agreement: Mr. Coughlin introduced Bill Gross and Glen Bilbo as representatives of the Epic project. Mr. Gross and Mr. Bilbo presented the concept plan and discussed the development agreement. A motion was made by Mr. Fowler, seconded by Mr. Hanner, to approve the development agreement. The board voted to unanimously to approve the motion; a copy of the agreement is attached.

Reschedule July Regular Meeting: The chairman requested the board to consider alternate dates for the July meeting due to scheduling conflicts. A motion was made by Mr. Hanner, seconded by Ms. Baldwin, to move the July 21st meeting to July 14th. The board voted to unanimously to approve the motion

Adjourn: The meeting was adjourned at 6:18 p.m.

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY
By: _____
Chairman
Date: _____
By: _____
Secretary/Treasurer
Date: _____

Camden County Joint Development Authority
Balance Sheet
As of June 30, 2017

	Jun 30, 17
ASSETS	
Current Assets	
Checking/Savings	
11.2290 · Ameris-9690-MM-Incentive Funds	219,442.09
11.2280 · Citizens/Pineland Incentive Fun	453,533.83
11.2250 · Coastal-Land Acq/Product Dev	202,982.17
11.2200 · Ameris-0158MM-Land Acq/Prod Dev	278,311.58
11.2000 · SE Bank-Checking-Operating Fund	481,727.40
11.1010 · JDA Office Petty Cash	11.04
Total Checking/Savings	1,636,008.11
Other Current Assets	
11.1350 · Note Receivable Foodie'J-CP	3,662.16
11.1935 · Property Tax-Allowables	-1,156.75
11.1905 · Property Tax-Receivables	13,035.00
11.1303 · Note Receivable- 1495 So 50TH	25,296.85
Total Other Current Assets	40,837.26
Total Current Assets	1,676,845.37
Fixed Assets	
54.1110 · Land Improvements	32,526.00
54.1100 · Land	482,279.00
24.2500 · Capital Assets	244,285.14
Total Fixed Assets	759,090.14
Other Assets	
11.5000 · Note Receivable Foodie'J	35,734.56
Total Other Assets	35,734.56
TOTAL ASSETS	**2,471,670.07**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
12.1001 · Accounts Payable	35,935.31
Total Accounts Payable	35,935.31
Credit Cards	
12.1008 · JDA Board of Directors	1.89
12.1006 · Darren Harper-MasterCard	2,138.76
12.1005 · Teira Cole-Mastercard	2,518.14
12.1004 · James Coughlin-Mastercard	1,516.00
Total Credit Cards	6,174.79
Other Current Liabilities	
12.1010 · Note Payable to SEGAJDA - CP	3,662.16
12.2500 · Deferred Revenue-Property Taxes	21,978.32
Total Other Current Liabilities	25,640.48
Total Current Liabilities	67,750.58
Long Term Liabilities	
12.4003 · Note Payable to SEGAJDA	35,734.56
Total Long Term Liabilities	35,734.56
Total Liabilities	103,485.14
Equity	
13.2050 · Rest. Fund Bal- Fixed Assets	759,090.14
13.1000 · Fund Balance	1,118,387.34
13.3000 · Retained Earnings	1,157,787.43
Net Income	-667,079.98
Total Equity	2,368,184.93

Camden County Joint Development Authority
Balance Sheet
As of June 30, 2017

	Jun 30, 17
TOTAL LIABILITIES & EQUITY	2,471,670.07

Camden County Joint Development Authority
Profit & Loss Budget vs. Actual
July 2016 through June 2017

	Jul '16 - Jun 17	Budget	$ Over Budget
Ordinary Income/Expense			
Income			
38.1500 · Donations	438.40	1,000.00	-561.60
39.0005 · CAM Fee Income	2,164.25	0.00	2,164.25
39.0003 · Landlease Income	1,100.00	0.00	1,100.00
33.1000 · Camden County Budget Dist	569,900.00	569,900.00	0.00
36.1000 · Interest Income	3,448.10	2,000.00	1,448.10
Total Income	577,050.75	572,900.00	4,150.75
Gross Profit	577,050.75	572,900.00	4,150.75
Expense			
51.1415 · Loan Interest	132.82	0.00	132.82
52.3701 · Cont. Education & Development	2,959.00	5,400.00	-2,441.00
52.3601 · Professional Dues/Registrations	3,606.00	3,300.00	306.00
53.1400 · Bank Service Charge	456.73	200.00	256.73
53.1301 · Board & Office Meetings	327.77	500.00	-172.23
52.1231 · Camden County Industrial Park	13,835.15	30,000.00	-16,164.85
52.1201 · Accounting	3,000.00	3,500.00	-500.00
52.3300 · Advertising/Promo/Marketing	15,998.72	20,000.00	-4,001.28
53.1300 · Business Meals/Entertainment	3,054.86	6,000.00	-2,945.14
52.1500 · Contingency	3,000.00	55,000.00	-52,000.00
52.1200 · Contract Services	55,000.00	55,000.00	0.00
52.1203 · Eng., Enviro. & Prof. Services	63,736.10	60,000.00	3,736.10
52.1202 · Legal & Insurance	5,401.00	3,500.00	1,901.00
54.2500 · Office Equipment/Computers	3,889.22	6,000.00	-2,110.78
53.1100 · Office Supplies	1,494.18	1,500.00	-5.82
53.1101 · Postage	339.65	1,000.00	-660.35
51.1100 · Payroll, Taxes & Benefits	299,917.56	295,000.00	4,917.56
53.1540 · Telephone	5,174.01	5,000.00	174.01
52.3500 · Vehicle and Travel	12,807.96	22,000.00	-9,192.04
Total Expense	494,130.73	572,900.00	-78,769.27
Net Ordinary Income	82,920.02	0.00	82,920.02
Other Income/Expense			
Other Expense			
60.0000 · Transfer to CCBOC	750,000.00		
Total Other Expense	750,000.00		
Net Other Income	-750,000.00		
Net Income	**-667,079.98**	**0.00**	**-667,079.98**

Camden County Joint Development Authority
Profit & Loss YTD Comparison
June 2017

	Jun 17	May 17	Jul '16 - Jun 17
Ordinary Income/Expense			
Income			
38.1500 · Donations	0.00	0.00	438.40
39.0005 · CAM Fee Income	0.00	0.00	2,164.25
39.0003 · Landlease Income	1,100.00	0.00	1,100.00
33.1000 · Camden County Budget Dist	47,491.63	47,491.67	569,900.00
36.1000 · Interest Income	282.92	295.89	3,448.10
Total Income	48,874.55	47,787.56	577,050.75
Gross Profit	48,874.55	47,787.56	577,050.75
Expense			
51.1415 · Loan Interest	66.16	66.66	132.82
52.3701 · Cont. Education & Development	1,330.00	890.00	2,959.00
52.3601 · Professional Dues/Registrations	130.00	0.00	3,606.00
53.1400 · Bank Service Charge	0.00	0.00	456.73
53.1301 · Board & Office Meetings	1.89	31.76	327.77
52.1231 · Camden County Industrial Park	1,865.00	1,866.50	13,835.15
52.1201 · Accounting	0.00	0.00	3,000.00
52.3300 · Advertising/Promo/Marketing	4,255.98	1,097.70	15,998.72
53.1300 · Business Meals/Entertainment	450.90	174.16	3,054.86
52.1500 · Contingency	250.00	250.00	3,000.00
52.1200 · Contract Services	4,583.34	4,583.34	55,000.00
52.1203 · Eng., Enviro. & Prof. Services	10,205.23	20,141.73	63,736.10
52.1202 · Legal & Insurance	0.00	0.00	5,401.00
54.2500 · Office Equipment/Computers	684.49	0.00	3,889.22
53.1100 · Office Supplies	172.58	175.75	1,494.18
53.1101 · Postage	49.00	49.00	339.65
51.1100 · Payroll, Taxes & Benefits	34,434.65	22,944.30	299,917.56
53.1540 · Telephone	454.14	432.73	5,174.01
52.3500 · Vehicle and Travel	2,175.37	877.18	12,807.96
Total Expense	61,108.73	53,580.81	494,130.73
Net Ordinary Income	-12,234.18	-5,793.25	82,920.02
Other Income/Expense			
Other Expense			
60.0000 · Transfer to CCBOC	0.00	0.00	750,000.00
61.0000 · Transfer Out	0.00	0.00	0.00
Total Other Expense	0.00	0.00	750,000.00
Net Other Income	0.00	0.00	-750,000.00
Net Income	**-12,234.18**	**-5,793.25**	**-667,079.98**

Camden County Joint Development Authority

	FY18 Budget	Changes
Ordinary Income/Expense		
Income		
33.1000 · Camden County Budget Dist	720,000.00	
39.0005 · CAM Fee Income	2,000.00	
38.1500 · Donations	1,000.00	
39.0003 · Landlease Income		7,500.00
36.1000 · Interest Income	2,000.00	754.48
Total Income	725,000.00	8,254.48
Expense		
51.1415 · Loan Interest		754.48
52.3701 · Cont. Ed & Development	5,000.00	
52.3601 · Professional Dues/Registrations	7,000.00	
53.1400 · Bank Service Charge	100.00	
53.1301 · Board & Office Meetings	400.00	
52.1231 · Camden County Industrial Park	25,000.00	
52.1201 · Accounting	3,500.00	
52.3300 · Advertising/Promotions/Marketing	20,000.00	
53.1300 · Business Meals	6,000.00	
52.1500 · Contingency	25,000.00	7,500.00
52.1203 · Eng., Enviro. & Prof. Services	145,000.00	
52.1202 · Legal & Insurance	9,500.00	
53.2102 · Land Acquisition/Prod. Dev.	150,000.00	
54.2500 · Office Equipment/Computers	6,000.00	
53.1100 · Office Supplies	1,500.00	
53.1101 · Postage	500.00	
51.1100 · Payroll, Taxes & Benefits	295,000.00	
53.1540 · Telephone	5,500.00	
52.3500 · Vehicle and Travel	20,000.00	
Total Expense	725,000.00	

Camden County Joint Development Authority

	FY18 Amended Budget	
Ordinary Income/Expense		
Income		
33.1000 · Camden County Budget Dist	720,000.00	
39.0005 · CAM Fee Income	2,000.00	
38.1500 · Donations	1,000.00	
39.0003 · Landlease Income	7,500.00	Merit Tract Lease
36.1000 · Interest Income	2,754.48	RLF from Foodie'J
Total Income	733,254.48	
Expense		
51.1415 · Loan Interest	754.48	RLF to SEGAJDA
52.3701 · Cont. Ed & Development	5,000.00	
52.3601 · Professional Dues/Registrations	7,000.00	
53.1400 · Bank Service Charge	100.00	
53.1301 · Board & Office Meetings	400.00	
52.1231 · Camden County Industrial Park	25,000.00	
52.1201 · Accounting	3,500.00	
52.3300 · Advertising/Promotions/Marketing	20,000.00	
53.1300 · Business Meals	6,000.00	
52.1500 · Contingency	32,500.00	Merit Tract Lease
52.1203 · Eng., Enviro. & Prof. Services	145,000.00	
52.1202 · Legal & Insurance	9,500.00	
53.2102 · Land Acquisition/Prod. Dev.	150,000.00	
54.2500 · Office Equipment/Computers	6,000.00	
53.1100 · Office Supplies	1,500.00	
53.1101 · Postage	500.00	
51.1100 · Payroll, Taxes & Benefits	295,000.00	
53.1540 · Telephone	5,500.00	
52.3500 · Vehicle and Travel	20,000.00	
Total Expense	733,254.48	

Camden County Joint Development Authority
Board Meeting Dates

July 14, 2017

August 18, 2017

September 15, 2017

October 20, 2017

November 17, 2017

December 15, 2017

January 19, 2018

February 16, 2018

March 16, 2018

April 20, 2018

May 18, 2018

June 15, 2018

Dear Coastal Plain Coalition Member:

We are pleased to report significant progress in our Coalition efforts to address the challenging ways that the Regulatory Division of the U.S. Army Corps of Engineers in Savannah has interpreted and applied its authorities on freshwater wetlands permitting.

The most recent development has been an administrative reorganization of the Regulatory Division office in Savannah accompanied by personnel changes. These changes were preceded by a positive shift in the attitude and responsiveness of Corps professional staff in discussing and processing permit applications. The atmosphere of intimidation directed at permit applicants in the past seems to have been extinguished, and there have been more productive, fact-based discussions and meetings on project specifics.

Other key developments have included an apparent new willingness to extend jurisdictional determinations that were about to expire in order to allow more time to process an application without having to restart the entire regulatory procedure. In addition, we have seen more willingness to issue Section 404 permits with a duration of 15 years rather than five years in order to give development authorities/private developers sufficient time to build out a project in a responsible way. We have seen an instance in which the Corps agreed to amend a permit to allow the phasing of mitigation as the project is developed rather than mandating all mitigation to be carried out in advance of development.

Another positive development is a District-initiated plan to hold a "consultant workshop" later this year to gather information from the professional land management consultants on problems/issues they experience as they prepare and negotiate permits. The consultants have been invited to propose agenda topics for the Corps to address and discuss. We are told by a number of consultants that this is the first time in memory that such a meeting has been proposed, as most Corps meetings have been the Corps telling the consultants what the meeting agenda would cover.

It is too early to know if these changes will become enduring within the Regulatory Division and continue after the routine rotation of the District Commander leadership that occurs every two to three years. Nonetheless, we are heartened by these positive developments.

We also must note that the reorganization of the Regulatory Division office does not address the broader issues including: the regional manual and its on-the-ground interpretations; Corps interpretation of "speculative development;" overly-expansive alternative analysis; assurance that development authorities or private developers can expect to secure a permit that allows the phased development of office/industrial parks without each tenant have to secure its own permit, etc.

Accordingly, our Congressional leadership, most especially including Congressman Carter and Senators Isakson and Perdue, are continuing to press forward with all of the issues we have

brought to their attention. For District-specific concerns, the Members have asked for and have received an array of statistical data comparing the permit process within the Savannah District to that of the Jacksonville and Charleston Districts. That data, including extensive computer files, is being analyzed for its relevance to our efforts for regulatory relief

The Members also are actively pursuing an agenda to seek regulatory relief from the Executive Branch in order to simplify the wetlands permitting process so that it would be guided by rules that focus on true wetlands protection rather than on bureaucratic process. In some instances, these issues may require statutory action by Congress. One item on that agenda is mandated extension of Jurisdictional Determinations and Section 404 permits that were in effect at the beginning of the 2008 recession. The potential legislative vehicle for these actions would be a Water Resources Development Act that Congress expects to consider later this year or next year.

As noted, our progress to date is in its early stages, and some of the structural changes we are seeking will require time for action. In the meantime, we have these suggestions for our Coalition Members:

- Please pass on to us any timely information you may have regarding on project applications and issues that are relevant to our issues.
- Please extend your appreciation to Congressman Carter and Senators Isakson and Perdue and their staffs for their continued work on these issues.

Finally, and **most important,** your continued financial and other support of the Coalition and the expansion of our participating membership is needed now more than ever. We must build on the progress we have made and we must ensure that corrective actions are made permanent both by regulatory and legislative actions.

Sincerely,

STIFEL

June 28, 2017

Mr. Bill Gross
Epic Destinations, LLC
1209 East King Street
Kingsland, GA 31548

Re: Underwriter/Placement Agent Engagement Relating to Potential Municipal Securities Transaction for Epic Destinations, LLC

Dear Mr. Gross:

Epic Destinations, LLC ("Obligor") and Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby confirm they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to approximately $20,000,000 Camden County Joint Development Authority Revenue Bonds (Epic Destinations, LLC Developer Subprojects), Series 2017, 2018, or 2019 (the "Issues") and to formalize Stifel's role as underwriter or placement agent with respect to the Issues.

Engagement as Underwriter/Placement Agent

Obligor is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission ("SEC") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Obligor hereby designates Stifel as an underwriter or placement agent for the Issue. Obligor expects that Stifel will provide advice to Obligor on the structure, timing, terms and other matters concerning the Issue.

Limitation of Engagement

It is Obligor's intent that Stifel serve as an underwriter or placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval of the conduit issuer of the securities ("Issuer"), finalizing the structure of the Issue and executing a bond purchase agreement or placement agent agreement, as applicable. Prior to executing a bond purchase agreement or placement agent agreement, Stifel will need to complete satisfactory due diligence and complete its internal approval process. While Obligor presently engages Stifel as the underwriter or placement agent for the Issues, this engagement letter is preliminary, nonbinding and may be terminated at any time by Obligor or by Stifel, without penalty or liability for any costs incurred by any party. Results cannot be guaranteed. Furthermore, this engagement letter does not restrict Obligor from selecting an underwriter/placement agent for the Issue other than Stifel or selecting an underwriting syndicate that does not include Stifel.

Confidentiality

Under the SEC's "Municipal Advisor Rule," Obligor might be classified as an "Obligated Person" if bonds are issued through a municipal conduit issuer. It is very important that Obligor keep this information confidential until Obligor executes this Engagement Letter with Stifel and our role is confirmed with the Issuer.

Role Disclosure

The Obligor hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter or placement agent:

(1) Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires underwriters and placement agents to deal fairly at all times with all parties, including municipal issuers, the Obligor, and investors;

(2) the underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with Issuer and Obligor and it has financial and other interests that differ from those of Issuer and Obligor;

(3) the placement agent's primary role is to place securities directly with an investor or investors on behalf of the Issuer and Obligor without first purchasing the securities;

(4) the underwriter has a duty to purchase securities from Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable;

(5) the underwriter will review the official statement for Issuer's securities, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction;

(6) unlike a municipal advisor, the underwriter does not have a fiduciary duty to Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of Issuer without regard to its own financial or other interests; and

(7) under the federal securities laws, neither a municipal advisor nor an underwriter has a fiduciary duty to Obligor.

Disclosures Concerning the Underwriter's Compensation and Placement Agent Fee

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the Issue. The placement agent will be compensated by a fee agreed upon with the issuer in connection with the private placement of the Issue. Payment or receipt of the underwriting fee or discount or placement agent fee will be contingent on the closing of the transaction and the amount of the fee or discount or placement agent fee may be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to Obligor and Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest Disclosures

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing

Since Stifel has not recommended a "complex municipal securities financing" to Obligor, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

However, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a "complex municipal securities financing" to the Obligor, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

Sincerely,

Stifel, Nicolaus & Company, Incorporated

By:

Name: Lewis L. Monroe III

Title: Managing Director

Obligor accepts and acknowledges the foregoing.

Accepted and Executed

EPIC DESTINATIONS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Issuer accepts and acknowledges the foregoing.

Accepted and Executed

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

CAMDEN COUNTY
Joint Development Authority

Camden County Joint Development Authority

Executive Director's Report

July 2017

The Mission of the Camden County Joint Development Authority is to promote and stimulate economic growth in Camden County.

Job Creation and Recruitment

- **Project Roll:** We have received our first payment from Foodie-J and they are well on their way to opening this fall.
- **Wildlife Defense:** The Memorandum of Understanding has been signed by the Camden County Board of Tax Assessors. This board will approve it today and it will go before the St. Marys City Council on July 17th and the County Commissioners on July 18th. From there the formal ED Agreement will be crafted and the company will begin its abatement period in the 2018 tax year.
- **Epic:** Development agreement approved. Bond underwriting in process. TAD will go before County Commissioners on July 18th.
- **Project Shell:** This manufacturer was considering 2 sites in our industrial park. They have put their relocation plans on hold as the CEO considers the impact on his employees.
- **Project Helm:** This manufacturer is considering a site in St. Marys and would employ approximately 250 people. The project is still active but has been made temporarily idle by a medical issue in the CEO's family.
- **Project Mey:** Possible expansion of industry to add 70-75 employees. 25 million dollar bond issue. More details to come soon.
- **Project Daisy:** Cold storage building. Up to 200 employees. Working with city on annexation and provision of W/S to site.

Local Government Relations

- Kingsland City Council July 10th Epic bond underwriting
- Board of Tax Assessors July 6th WDSI MOU
- St. Marys City Council July 17th WDSI MOU
- Board of Commissioners July 18th WDSI MOU

Community Awareness

- **Quarterly Column**
  - Marine industry focus
- **Press Releases and news coverage**
  - Foodie-J
  - Wildlife Defense
  - Epic Adventures
- **Other**
  - Letter to business owners in Guide to Camden and St. Marys Magazine

Marketing

- **Regional Marketing**
  - State PMs visit July 26th and 27th
  - Regional Marketing mission to Chicago site consultants, September 2017
- **Camden Specific Marketing**
  - GA/FL Event for project managers and site consultants, October 27, 2017

Property Portfolio

- **Camden County Industrial Park**
  - Reads Building: 52,000 sf; Owners have indicated they will move to another location in Camden if a user needs the whole building. We are marketing the building as available for sale or lease.
- **St. Marys Mill Site and St. Marys Marine Center**
  - Engaged Terracon in March 2017 for review of environmental requirements
  - Board to consider PSA
  - Have due diligence team formed and ready to go pending contract approval
- **Kingsland Commerce Park**
  - The Authority has completed the pre-application for a One Georgia grant through DCA to assist with provision of utilities to this site. Waiting on go-ahead from Rayonier to submit.
    - Our contact with Rayonier Mr. Camp is no longer with the company. He has been replaced and we look forward to working with his replacement.
- **Kingsland Business Park**
  - GA DOT exploring additional ingress/egress options

Workforce Development

- **Technical College Update**
  - No updates at this time.

Camden County Joint Development Authority
Project Manager's Report
14 July 2017

Villages of Kingsland-Commerce Park

Mr. Harper met with Mr. Dan Camp from Raydient Places + Properties/Rayonier to discuss Rayonier revisions to the letter of agreement for the development of the Kingsland Commerce Park. Mr. Harper provided these comments and the draft letter of agreement to Mr. Coughlin and to Mr. Charlie Smith, Jr. as directed by Mr. Camp. Mr. Camp is no longer working with Raydient Places + Properties having accepted a position in South Carolina. Mr. Camp informed Mr. Coughlin and Mr. Harper that a Mr. Bill Watson would be taking lead from now on the Kingsland Commerce Park project. Mr. Coughlin and Mr. Harper, along with others will be meeting with Mr. Watson to discuss the project.

St. Marys Marine Center (SMMC)

Mr. Harper has participated in one-on-one meetings with Mr. Coughlin and each member of the St. Marys City Council to discuss the SMMC project concept and funding models. Mr. Harper and Mr. Coughlin also met with MR. Bruce Benton and members of the proposed due diligence team to discuss the due diligence process and timeline so that all parties understand each role, each work product, and the critical go-no-go steps in the process.

Project Daisy

Mr. Harper has been working with the owner of the cold storage building and Ms. Eggy Jolley site selection consultant on Project Daisy which is considering a location at the former cold storage building. Mr. Harper has coordinated conversations with the City of Kingsland regarding infrastructure needs, adjacent property owners to determine availability of additional acreage. At this time, the Authority is awaiting final estimates from the City of Kingsland for water and sewer engineers for the cost of extension of infrastructure lines to the proposed site.

Project Green Acres

Mr. Harper has been working with this local based start-up company to provide local data for inclusion in their business plan as well as aligning them with financial advisors for business funding. Mr. Harper and Mr. Coughlin discussed locations in Kingsland and Woodbine for this company which will need a minimum of 5 acres under rough.

Project Mey

Mr. Harper and Mr. Coughlin met and participated with this local Company to discuss their expansion needs and possible bonds for title funding for the project. Total Project Cost of approximately $25 million with 70-75 new jobs to be created as a result of the expansion. Currently, the Company is finagling project financial information for discussion with a bank in Atlanta to provide funding upon formal approval and issuance of Authority Bonds.

Wildlife Defense Systems

Mr. Harper and Mr. Coughlin met with the Camden County Tax Commissioner and the Camden County Tax Assessor to discuss the incentives outlined in the MoU for Wildlife Defense Systems. Mr. Harper then attended a meeting of the Board of Assessors to present the project and answer any question of

the Board prior to approval and signing of the MoU. The Tax Commissioner has also approved and signed the MoU.

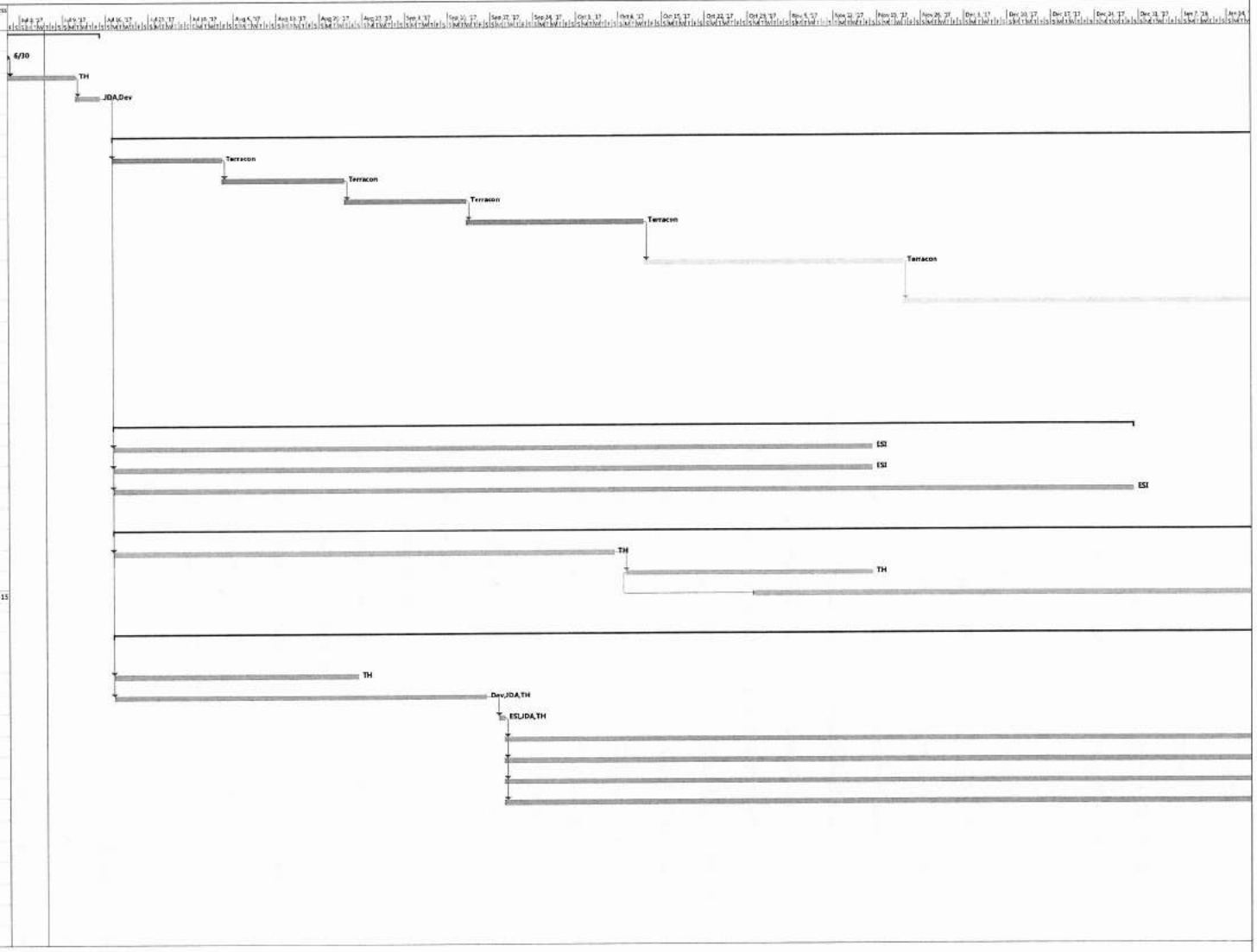
Other Projects

Mr. Harper has also been working on several projects including, but not limited to:

- Mr. Harper and Mr. Coughlin recently attended the Region 12 Georgia Department of Community Affairs program regarding funding and technical assistance programs available.
- Mr. Harper continues to advise the City of Kingsland and the Kingsland DDA on a potential redevelopment project as well as downtown overlay ordinances.
- Mr. Harper has fielded calls to the Authority regarding Epic from groups wanting more information about the project. He also directs potential subcontractors to the developer.
- Mr. Harper and Mr. Coughlin along with other SEGAJDA Board members attended a program on closing small deals facilitated by Mr. Dan McRae and Peggy Jolley with representatives from USDA-Rural Development, Economic Development Administration, Georgia Department of Community Affairs, and Georgia Department of Economic Development

St. Marys Marine Industrial Park
Due Diligence and Georgia DNR Permitting
Camden County Joint Development Authority
St. Marys, Georgia

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Developer Concept Master Plan & Business Plan Feasibility Analysis**	**11 days**	**Fri 6/30/17**	**Fri 7/14/17**	
2		Conceptual Marina Basin Plan (8 Acres)	0 days	Fri 6/30/17	Fri 6/30/17	
3		Conceptual Marina Basin - Construction Budget / Opinion of Cost	7 days	Fri 6/30/17	Mon 7/10/17	2
4		Camden JDA & Developer Approval of Project Feasibility - Begin Due Diligence	4 days	Tue 7/11/17	Fri 7/14/17	3
5						
6		***Environmental Due Diligence Limited Site Investigation - 58 Acre Site***	**498 days**	**Mon 7/17/17**	**Wed 6/12/19**	
7		Preliminary Site Planning & Crew Scheduling	14 days	Mon 7/17/17	Thu 8/3/17	4
8		Site Investigation - Groundwater and Soil	14 days	Fri 8/4/17	Wed 8/23/17	7
9		Laboratory	14 days	Thu 8/24/17	Tue 9/12/17	8
10		Due Diligence Cleanup Budget (Go / No-Go) Preliminary Brownfield Remediation Cost Development and Reporting	21 days	Wed 9/13/17	Wed 10/11/17	9
11		Brownfield Application & Prospective Purchaser Corrective Action Plan (PPCAP) & Submittal - 30 days prior to Closing	30 days	Thu 10/12/17	Wed 11/22/17	10
12		Georgia EPD Review and Acceptance into the Brownfield Program	45 days	Thu 11/23/17	Wed 1/24/18	11
13		Brownfield Additional Investigation & Reporting	60 days	Thu 1/25/18	Wed 4/18/18	12
14		Georgia EPD Review and Acceptance	60 days	Thu 4/19/18	Wed 7/11/18	13
15		Source Removal/Soil Remediation - Concurrent with Site Development	180 days	Thu 7/12/18	Wed 3/20/19	14
16		Compliance Status Report (PPCSR) follows Remediation Work	60 days	Thu 3/21/19	Wed 6/12/19	15
17						
18		***T&E Species and Cultural Resources***	**120 days**	**Mon 7/17/17**	**Fri 12/29/17**	
19		Threatened and Endangered Species Survey Update (If Required)	90 days	Mon 7/17/17	Fri 11/17/17	4
20		Preliminary Cultural Resources Study Update & SHPO (if Required)	90 days	Mon 7/17/17	Fri 11/17/17	4
21		Manatee & Right Whale Studies (If Required)	120 days	Mon 7/17/17	Fri 12/29/17	4
22						
23		***Preliminary Engineering***	**135 days**	**Mon 7/17/17**	**Fri 1/19/18**	
24		Upland Master Plan	60 days	Mon 7/17/17	Fri 10/6/17	4
25		City of St. Marys Coordination and Review	30 days	Mon 10/9/17	Fri 11/17/17	24
26		Utility & Access Master Planning	60 days	Mon 10/30/17	Fri 1/19/18	25SS+15
27						
28		***GA DNR Coastal Marshlands Protection Committee and USACE Permitting Marina Basin & North River Shoreline Slope Protection***	**317 days**	**Mon 7/17/17**	**Tue 10/2/18**	
29		GA DNR Line Survey Update	30 days	Mon 7/17/17	Fri 8/25/17	4
30		Marina Facilities & Basin Concept Design	45 days	Mon 7/17/17	Fri 9/15/17	4
31		Pre-Application Meeting with GA DNR Coastal Resources Division	1 day	Mon 9/18/17	Mon 9/18/17	30
32		Permit Preparation	120 days	Tue 9/19/17	Mon 3/5/18	31
33		Water Quality Modeling - North River and Basin	90 days	Tue 9/19/17	Mon 1/22/18	31
34		Biological Assessment Phase	90 days	Tue 9/19/17	Mon 1/22/18	31
35		Stormwater Report and Modeling	90 days	Tue 9/19/17	Mon 1/22/18	31
36		Submit Permit to GA DNR Coastal Resources Division (DNR-CRD)	1 day	Tue 3/6/18	Tue 3/6/18	32
37		DNR-CRD Application Staff Review	90 days	Wed 3/7/18	Tue 7/10/18	36
38		GA DNR-CRD Public Notice for CPMC hearing	28 days	Wed 7/11/18	Fri 8/17/18	37
39		Coastal Marshlands Protection Committee Hearing and Approval	1 day	Mon 8/20/18	Mon 8/20/18	38
40		CMPC Permit 30 day appeal period	30 days	Tue 8/21/18	Mon 10/1/18	39
41		Permit issued by GA DNR-CRD / CMPC	1 day	Tue 10/2/18	Tue 10/2/18	40



Project: St. Marys Marine Indus | Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Date: Thu 7/6/17 | Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

STATE OF GEORGIA
COUNTY OF CAMDEN

PURCHASE AND SALE AGREEMENT

_____, 2017

This Purchase and Sale Agreement is entered into by and between Camden County Joint Development Authority, a development authority duly created and existing pursuant to the Georgia Development Authorities Law, § O.C.G.A. 36-62-1, *et seq*. (the "Buyer"), Old Weed and Ready Plantation, LLC, a Georgia limited liability company (the "Seller"), and for the purchase of approximately 50 acres of real property located in the City of St. Marys, Camden County, Georgia as described on the attached Exhibit "A" (the "Property") on the terms and conditions of this Purchase and Sale Agreement ("Agreement").

W I T N E S S E T H

THE SELLER HEREBY agrees to sell, and the Buyer hereby agrees to buy, the Property on the following terms and conditions:

1. PURCHASE PRICE. The purchase price of the Property, to be paid upon the closing of the sale, is $62,500.00 per acre. Acreage shall be determined by an accurate survey of the Property to be obtained by Buyer at its expense prior to closing. Buyer shall deliver such survey to Seller prior to the end of the Due Diligence Period as hereinafter set out.

2. EARNEST MONEY; ESCROW AGENT. Within 3 days following the execution of this Agreement by all parties, Buyer shall deposit with the law firm of Kinney & Kinney, LLC, St. Marys, Georgia ("Escrow Agent") the sum of $31,250.00 ("Earnest Money"), to be held in escrow by the Escrow Agent and disbursed pursuant to the terms of this Agreement. The closing of the sale and any title examination and title insurance shall be performed by the Escrow Agent, which is the attorney for Buyer.

3. DEED. The Property will be conveyed by limited warranty deed, subject to current year ad valorem taxes, any other provisions referred to herein, any existing encroachments, easements, servitude's, covenants, restrictions, zoning ordinances, road and rail rights-of-way, the road and rail easements provided for herein, and all matters apparent from inspection of the property or the public records, or as shown on Exhibit B (collectively, the "Permitted Exceptions"). No warranty as to exact acreage will be made by Seller.

4. SELLER'S COSTS. The Seller shall pay for the Seller's attorney's fees.

5. BUYER'S COSTS. The Buyer will pay all other closing costs, including any title examination fees, title insurance premium, and all recording or filing fees, transfer tax on the deed and the boundary survey referred to in Paragraphs 1 and 10.

6. TAXES. Ad valorem taxes for the year of closing shall be prorated between the Buyer and Seller as of the date of closing. If Seller has paid the ad valorem taxes for the year of

closing at or before closing, Buyer's portion of the prorated ad valorem taxes shall be payable to Seller at closing. If Seller has not paid the ad valorem taxes for the year of closing at or before closing, Seller's portion of the prorated ad valorem taxes shall be credited to Buyer as an adjustment of the purchase price, and Buyer shall be responsible for payment of the taxes for the year of closing. Notwithstanding any other provision of this Agreement the Parties stipulate and agree that the Seller's predecessor in title entered into Stipulation and Settlement Agreement with The City of St. Marys, Georgia and Camden County, Georgia, dated September 22, 2004, and approved by a Resolution Approving and Ratifying Stipulation and Settlement by the Camden County Board of Tax Assessors on September 22, 2004, and approved by the City Council of the City of St. Marys, Georgia on September 22, 2004, and authorized by Order of the United States Bankruptcy Court for the Southern District of Georgia on December 3, 2004, providing for the waiving of all liens for ad valorem taxes due on or before January 1, 2007, some of which taxes remain unpaid notwithstanding the waiving of said liens, and which taxes will not be paid out of the proceeds of the sale described in this Agreement ("The Stipulation and Settlement Agreement").

7. DUE DILIGENCE PERIOD; CLOSING. For a period of 180 days from the Effective Date of this Agreement ("Due Diligence Period"), Buyer shall make such inspections, tests, inquiries, and investigations as it may deem necessary, in its sole discretion, to determine whether the property is suitable for its intended uses or the uses of any third party purchaser or purchasers. Buyer may assign the right of such investigations to any such third party purchaser during the course of the Due Diligence Period consistent with the provisions of Paragraph 24 If the Buyer determines in its sole discretion that the Property is not suitable for its intended purposes, the Buyer shall notify the Seller of such determination within 3 days after the end of the Due Diligence period; and upon such notification, the Earnest money shall be returned to Buyer and Buyer shall have no further obligation under this Agreement. Should Buyer not so notify Seller within such period, the closing of the sale shall take place on or before 60 days after the expiration of the Due Diligence Period at the office of the Escrow Agent.

Should Buyer be unable to fully complete environmental testing and permitting prior to the end of the Due Diligence Period, Buyer, upon written notice to Seller, shall be allowed an additional 90 days of due diligence upon payment of a non-refundable $5,000.00 deposit to Seller. Should Buyer be unable to fully complete environmental testing and permitting prior to the end of the initial 90 day due diligence extension, Buyer shall be allowed to extend due diligence for an additional 90 days upon written notice to Seller, however the Earnest Money described in Paragraph 2 hereof shall become non-refundable (but shall be applied to the purchase price upon closing).

8. TITLE EXAMINATION AND CLOSING.

(a) The Buyer shall have 30 days from the expiration of the Due Diligence Period within which to examine the title. The parties agree that if the title is such as would permit Fidelity Title Insurance Company (or a comparable title insurance company agreeable to the Buyer) to insure the title consistent with its underwriting standards, on standard forms, for its usual fee, and subject to exceptions set forth in this Agreement, then said title shall be conclusively presumed to be good and marketable as to all matters covered by said policy and not excepted from it. The title search and the title policy, if acquired, shall be at Buyer's expense.

(b) If the title examination shows that the Seller is vested with good and marketable title to the Property, subject to the reservations and exceptions and criteria noted in sub-section (a), above, the transaction shall be closed and the Seller and Buyer shall perform the agreements made herein on or before the 240th day after the Effective Date of this Agreement ("Closing Date").

(c) If the title examination reveals any defects which render the title unmarketable, the Buyer shall give to the Seller written notice of such defects within 40 days from the expiration of the Due Diligence Period. The Seller shall have the right to cure such defects within 10 days thereafter, but shall not be required to do so. If the defects are cured, this transaction shall be closed within the time agreed upon for closing hereunder.

(d) If the Seller is unable to convey to the Buyer marketable title to the Property or, should the Seller be unwilling or unable to cure the aforementioned title defects, the Buyer shall have the right to demand and receive from the Seller all sums deposited hereunder, at the same time abandoning any legal or equitable rights in the Property to the Seller and returning to the Seller any title evidence, surveys or other similar documents received from the Seller and the Buyer's copy of this Agreement, whereupon all rights and liabilities of the parties hereunder shall cease and determine; or the Buyer shall have the right to accept such title as the Seller may be able to convey, and to close this transaction upon the other terms as stated herein.

(e) The closing of the purchase and sale of the Property shall be held at such location as the Buyer may specify to the Seller upon reasonable notice.

9. RAIL AND ROAD EASEMENTS. Seller shall be allowed to reserve unto itself, its successors or assigns an easement for ingress or egress over the Property. Said easement shall be 50 feet in width and shall run as an easterly prolongation of a portion of St. Patrick Street across Osborne Street to the westerly boundary line of Seller's adjacent property following the surveyed right of way of St. Patrick Street (unopened and abandoned by the City of St. Marys). Seller shall also be allowed to reserve unto itself a railroad easement over the existing railroad bed and tracks on the Property which bed lies adjacent to the southerly boundary of property of now owned by Theater by the Trax, LLC and which bed and tracks extends northeasterly in an arc to southerly boundary line of Seller's adjacent property. The tracks and cross-ties in such easement shall remain the property of Seller. The aforementioned easements shall be collectively referred to in this Agreement as the "Easements." The Easements may be relocated after the closing with the consent of the Seller, which consent shall not be unreasonably withheld.

10. DEFAULT BY BUYER. If the Buyer fails to complete the purchase of the Property on or before the Closing Date, then all rights of the Buyer hereunder shall automatically cease and the portion of the Earnest Money deposited with the Seller hereunder (except any portion that has become nonrefundable) shall be paid to the Seller by the Escrow Agent and retained by Seller as full consideration for the rights herein granted and for removal of the property from the market during the pendency of this transaction. Thereupon, the Buyer shall forthwith return to the Seller any title evidence, surveys, or similar documents received from the Seller.

11. SURVEY. A survey of the Property may be obtained at Buyer's expense from a registered Georgia surveyor. Such survey shall identify the initial locations of the rail and road easements described in Paragraph 9 of this Agreement. If the acreage of the Property as shown by such survey is greater or lesser than that appearing in the legal description attached hereto as **Exhibit A**, then the Purchase Price shall be calculated based on the acreage shown on the plat of survey, and the limited warranty deed executed by Seller shall incorporate such plat of survey in its description of the land conveyed. In no event shall any such expansion or contraction of the acreage shown on **Exhibit A** relieve Buyer from its duty to close on the Closing Date. The failure of the Buyer to obtain a survey shall not void this Agreement, but rather, the Property that shall be conveyed shall be the property described in Exhibit A.

12. RECORDING. Both parties agree that this Agreement shall not be recorded, and any attempt by Buyer or its agents to record this Agreement or any indication of its existence shall terminate any obligation of Seller, at Seller's option.

13. REPRESENTATIONS AND WARRANTIES OF THE SELLER. The Seller hereby represents and warrants to the Buyer that:

(a) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia and is qualified to do business and in good standing in Georgia; and it has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement.

(b) The persons who have or will have executed and/or delivered this Agreement, and any and all other instruments, affidavits, and other documents required or permitted hereunder shall have been duly authorized and empowered to do so.

(c) It is not a party to any actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting any portion of the Property or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, or local agency or other governmental instrumentality; there are no such actions, suits or proceedings pending.

(d) All bills for labor, services, materials and utilities which could in any way adversely affect title to the Property are current, and there will be no outstanding such bills at the closing of the sale of the Property.

(e) No work has been done upon, or materials delivered to, the Property prior to the Effective Date hereof which are not fully paid for, nor does any person, firm or corporation now have, nor shall it have at the time of the closing of the sale, any lien or rights with respect to the Property or any part or parcel thereof as the result of services performed on, or materials delivered to, the Property.

(f) No person, firm or other legal entity whatsoever, other than the Seller and Knights of the Green Shield, LLC, has any contract right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

(g) It has not engaged any broker or agent in connection with the sale of the Property.

(h) Except for the warranty of title to be contained in the limited warranty deed to be executed by the Seller, Seller has not made, does not make, and has not authorized anyone else to make any representations as to the present or future physical conditions or suitability of the Property.

14. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer hereby represents and warrants to the Seller that:

(a) The Buyer is (i) duly organized and validly existing under the laws of the State of Georgia and is qualified to do business and in good standing under the laws of the State of Georgia; (ii) it has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement; and (iii) the persons who have or will have executed and/or delivered this Agreement, and any and all other instruments, affidavits, and other documents required or permitted hereunder shall have been duly authorized and empowered to do so.

(b) The execution and delivery of this Agreement and the transactions contemplated herein have been duly authorized.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by the Buyer of applicable law or its bylaws.

(d) It has not engaged any broker or agent in connection with the purchase of the Property.

15. CONDITIONS TO OBLIGATIONS OF THE SELLER. The obligations of the Seller hereunder are subject to satisfaction of the following conditions as of the date of closing:

(a) The representations and warranties of the Buyer contained herein shall be true and correct in all material respects.

(b) The Buyer shall not be in material default of any of its obligations under this Agreement.

16. CONDITIONS TO OBLIGATIONS OF THE BUYER. The obligations of the Buyer hereunder are subject to satisfaction of the following conditions as of the date of closing:

(a) The representations and warranties of the Seller contained herein shall be true and correct in all material respects.

(b) The Seller shall not be in material default of any of its obligations under this Agreement.

(c) The Buyer shall have received a title commitment showing marketable title to the Property subject to the Permitted Exceptions and the matters referred to in paragraphs 3, 8(a), and 9, along with the exceptions, reservations and covenants as would arise in the limited warranty deed by reason of this Agreement.

17. ENVIRONMENTAL ACCOUNTABILITY.

(a) Seller will provide to Buyer within 10 days of the Effective Date of this Agreement copies of all existing reports and documents in Seller's possession having any bearing on the use or condition, past, present, or future, of the Property, including but not limited to environmental reports, soil analyses, surveys, governmental reports and agreements, water withdrawal permits, and pending claims of any kind. At least 10 days prior to the closing of the sale, Seller shall confirm in writing that Seller has received no notice that there have been material changes in the condition of the Property as shown by such reports, except that in cases where a notice of change has been received, acopy of any such notice shall be provided to Buyer. Seller neither has heretofore nor presently makes any representation to Buyer respecting the environmental condition of the Property nor undertakes to conduct any additional testing on the Property.

(b) All rights herein granted under this paragraph 16(b) are hereby extended through closing of this transaction. Buyer and its representatives are granted the right to enter upon the Property to conduct such environmental tests, inspections, samplings, surveys, investigations, and inquiries with respect to the suitability of the Property as Buyer deems necessary for its intended purposes and for investigation of zoning and property use restrictions and permitting requirements therefore. Buyer shall indemnify and hold Seller harmless from any and all claims, causes of action, cost, loss, liability or damages (including court costs and attorneys' fees) sustained as a result of Buyer's exercise of the rights herein granted, except for the negligence or willful misconduct of Seller.

(c) If the Buyer's site investigation reveals chemical or other environmental contamination which would mandate remediation under Federal or Georgia laws or regulations or if Buyer deems the results of such site investigation unsatisfactory in any other respect which may adversely affect suitability of the property for Buyer's intended use, the Buyer as its exclusive remedy shall have the right to unilaterally cancel this Agreement in writing to Seller and demand and receive from the Seller the refundable portion of the sums remaining deposited hereunder, at the same time abandoning any legal or equitable rights in the Property to the Seller and returning to the Seller any title evidence, surveys or other similar documents received from the Seller, whereupon all rights and liabilities of the parties hereunder shall cease. At its sole option, Seller may in such case request the particulars of such environment contamination and upon such request Buyer shall furnish Seller a copy of all testing or other related professional findings concerning such investigation.

18. POSSESSION/INSPECTION.

(a) The Buyer shall have the right to enter upon and take possession of the Property from the date of closing.

(b) For inspection of the Property to determine its suitability for Buyer's intended purposes, Buyer is provided a license for access to the Property from inception of negotiations through closing by license, upon the express condition that Buyer shall hold harmless the Seller from any cost, charge or claim arising under or by reason of either: (1) work performed at or upon the Property by engineers, environmental consultants, surveyors or other agents or contractors of Buyer performing services at the request of Buyer, or (2) any personal injury or property damage suffered as a result of work performed upon the Property by Buyer, or its employees, agents, contractors or invitees by reason of this license.

19. GOVERNING LAW. This Agreement and any ancillary agreements shall be governed by and enforced in accordance with the laws of the State of Georgia.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Seller and the Buyer with respect to the purchase and sale of the Property, and the terms of this Agreement may be amended only by a writing signed by both the Seller and the Buyer.

21. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

22. BROKER'S FEES. The Seller and Buyer each agree that they have not engaged any broker's service respecting the Property and to indemnify and defend the other against any claims, losses, damages, suits, or proceedings, including costs and attorneys' fees (whether or not suit be brought and whether at trial or appeal) on account of any broker's fee or commission owing or alleged to be owing in connection with the purchase and sale of the Property.

23. NOTICES. Notices required or permitted by this Agreement shall be given to the Buyer as follows:

Camden County Joint Development Authority
531 North Lee Street
Kingsland, Georgia 31548
Attn: Mr. James Coughlin

With a copy to:

Kinney & Kinney, LLC
ATTN: Stephen V. Kinney
1815 Osborne Road
St. Marys, Georgia 31558

and to the Seller as follows:

Old Weed & Ready Plantation, LLC
Attn: Michael L. Newsom
National CRS, LLC
4846 Sun City Center Blvd.
#255

Sun City Center, FL 33573-6281
727-515-8949

With a copy to:

Stone & Baxter, LLP
577 Mulberry Street
Suite 800
Macon, Georgia 31201
Attn: Ward Stone
wstone@stoneandbaxter.com
D. Mark Baxter
mbaxter@stoneandbaxter.com

(478) 750-9898

Notices sent by first class, certified mail, properly stamped and address, shall be deemed to have been received upon deposit in the United States mail.

24. TIME OF ESSENCE. Time shall be of the essence of this Agreement.

25. ASSIGNMENT. The respective rights of the Seller and Buyer as to the Property or any portion thereof hereunder may be assigned by up to Closing. The assigning party shall promptly notify the other of any such assignment in writing. Any assignment of such rights by a party shall not affect the rights of the other party hereunder.

26. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the Seller and Buyer. The term "Buyer" shall include any assignee of the Buyer.

27. WAIVER. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms and provisions of this Agreement.

28. SURVIVING PROVISIONS. The provisions of sections 9, 13, 14, 17, 22, and 28 shall survive the closing and not be merged into the deed of conveyance. All other provisions of this Agreement shall be merged into the delivery of the deeds of conveyance and shall not survive closing.

29. ACCEPTANCE. Should this Agreement not be accepted and signed by Buyer, and received by Seller on or before 5:00 p.m. on the _____ day of _____, 2017, this document, and any term herein, shall be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written, which is the date of the last signature to the Agreement and the Effective Date.

BUYER:

Camden County Joint Development Authority

By: _____(sign)

_____(print)

As its: _____(title)

Attest: _____(sign)

_____(print)

As its: _____(title)

Date of Execution: _____

SELLER:

Old Weed & Ready Plantation, LLC,
a Georgia limited liability company

By: _____(sign)

_____(print)

As its: _____(title)

Attest: _____(sign)

_____(print)

As its: _____(title)

Date of Execution: _____

EXHIBIT "A"

LEGAL DESCRIPTION 50 ACRES – DURANGO MILL SITE:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF ST. MARYS, (BEING A PORTION OF LANDS AS DESCRIBED IN DEED RECORDED IN DEED BOOK 1531, PAGE 130, PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE POINT WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF MEETING STREET (A 100 FOOT RIGHT-OF-WAY) INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF OSBORNE STREET (A 100 FOOT RIGHT-OF-WAY) AND RUN THENCE NORTH 11° 12' 00" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OSBORNE STREET, A DISTANCE 530.40 FEET TO A POINT, SAID POINT BEING THE SOUTH WEST CORNER OF LANDS NOW OR FORMERLY OF THEATRE BY THE TRAX, LLC (ACCORDING TO DEED RECORDED IN DEED BOOK 1589, PAGE 750, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 78° 48' 00" EAST ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 141.91 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHERLY LINE OF LAST MENTIONED LANDS, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 332.00 FEET, A CHORD DISTANCE OF 130.71 FEET TO A POINT OF COMPOUND CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 82° 50' 29" EAST; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 554.41 FEET, A CHORD DISTANCE OF 206.05 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 60° 46' 46" EAST; RUN THENCE NORTH 33° 48' 00" WEST ALONG THE NORTHEASTERLY LINE OF THE LAST MENTIONED LANDS, A DISTANCE OF 69.06 FEET TO A POINT; RUN THENCE NORTH 78° 48' 00" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 374.00 FEET TO A POINT IN THE WESTERLY LINE OF BLOCK 48; RUN THENCE NORTH 11° 12' 00" EAST, A DISTANCE OF 1072.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OSBORNE STREET (A 100 FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 78° 48' 00" EAST, A DISTANCE OF 570.00 FEET TO A POINT; RUN THENCE SOUTH 11° 12' 00" WEST, A DISTANCE OF 754.00 FEET TO A POINT; RUN THENCE SOUTH 32° 00' 00" EAST, A DISTANCE OF 360.00 FEET TO A POINT; RUN THENCE NORTH 77° 30' 00" EAST, A DISTANCE OF 853 FEET, MORE OR LESS, TO THE HIGH WATER LINE OF NORTH RIVER; RUN THENCE IN A SOUTHERLY DIRECTION ALONG MEANDERING OF THE HIGH WATER LINE OF NORTH RIVER, A DISTANCE OF 890 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF THE CITY OF ST. MARYS (ACCORDING TO DEED RECORDED IN DEED BOOK 744, PAGE 229, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 87° 04' 26" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 55 FEET, MORE OR LESS TO A POINT; RUN THENCE SOUTH 43° 00' 26" WEST ALONG THE NORTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE 172.25 FEET TO

A POINT; RUN THENCE SOUTH 23° 58' 36" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 205.62 FEET TO A POINT; RUN THENCE SOUTH 64° 46' 38" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 129.20 FEET TO A POINT; RUN THENCE NORTH 59° 51' 01" WEST ALONG THE NORTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 130.00 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF MEETING STREET (A 100 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 78° 48' 00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 588.53 FEET TO A POINT WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF MEETING STREET INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF NORRIS STREET (A 100 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 11° 12' 00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO A POINT; RUN THENCE NORTH 78° 48' 00" WEST, A DISTANCE OF 50.00 FEET TO A POINT LYING IN THE CENTERLINE OF NORRIS STREET; RUN THENCE SOUTH 11° 12' 00" WEST ALONG SAID CENTERLINE, A DISTANCE OF 120.00 FEET TO A POINT; RUN THENCE NORTH 78° 48' 00" WEST, A DISTANCE OF 50.00 FEET TO A POINT LYING IN THE WESTERLY RIGHT-OF-WAY LINE OF NORRIS STREET; RUN THENCE SOUTH 11° 12' 00" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT WHERE THE WESTERLY RIGHT-OF-WAY LINE OF NORRIS STREET INTERSECTS THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF MEETING STREET; RUN THENCE NORTH 78° 48' 00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET TO A POINT WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF MEETING STREET INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE READY STREET (A 100 FOOT RIGHT-OF-WAY); RUN THENCE NORTH 11° 12' 00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT; RUN THENCE NORTH 78° 48' 00" WEST, A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF READY STREET; RUN THENCE SOUTH 11° 12' 00" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT WHERE THE WESTERLY RIGHT-OF-WAY LINE OF READY STREET INTERSECTS THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF MEETING STREET; RUN THENCE NORTH 78° 48' 00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 50.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

EXHIBIT B

"Permitted Encumbrances of Record"

The Property shall be conveyed subject to and Seller makes no warranty as to the following (provided none of the references to the Permitted Encumbrances set forth below shall serve to create, re-impose, encumber, or otherwise validate any of the same on the Property, as the same are only set forth herein for purposes of limiting Seller's warranty as to the Permitted Encumbrances, provided Buyer shall assume all responsibility and obligations if any with respect to the matters described in Item 1 below:

1. General or special taxes and assessments and any liens therefore, required to be paid for the years 2017, and any subsequent years.

2. Rights, if any, of upper and lower riparian owners in and to the waters of North River and the natural flow thereof.

3. Title to any portion of the Property below the high water mark of the North River.

4. Title to any portion of the property determined to be filled wetlands or marshlands.

5. Easement from St. Marys Kraft Corporation to Georgia Power Company dated May 27, 1963, recorded in Deed Book 66, page 473, aforesaid records.

6. Easement from Gilman Paper Company to Georgia Power Company dated April 5, 1993, recorded in Deed Book 480, page 321, aforesaid records.

7. Easement from Gilman Paper Company to Georgia Power Company dated May 23, 1989, recorded in Deed Book 381, page 532, aforesaid records.

8. Easement from Gilman Paper Company to Georgia Power Company dated December 23, 1987, recorded in Deed Book 319, page 15, aforesaid records.

9. Easement from Gilman Paper Company to City of St. Marys dated October 9, 1985, recorded in Deed Book 212, page 275, as corrected by corrective easement dated August 15, 1986, recorded in Deed Book 245, page 29, aforesaid records.

10. Notice of closure of landfill by Gilman Paper Company dated April 21, 1999, recorded in Deed Book 718, page 543, aforesaid records.

11. As plat of survey by Ernest R. Bennett, Jr., Georgia Registered Surveyor No. 2813, dated February 4, 1999, amended and rechecked through November 14, 2005, discloses the following:

    (a) Railroad tracks encroaching in the southwesterly portion of the property.

(b) Chain link fence encroaching in several areas along the property along the vicinity of Osborne Street.

(c) Telephone wires and chain link fence encroaching in the southwesterly area of the property near Finley Street and Osborne Street.

12. As to the Property, gaps, gores, and the rights, if any, of the public to use public streets on or upon the Property, now closed of record or otherwise, or to access, over or through the Property, any marsh, river, or creek.

13. Any other easements, encumbrances, covenants, restrictions, taxes, assessment or other matters of record, if any.

14. Restrictive Covenant recorded in Book 1318, page 26 of the Office of the Clerk of Superior Court, Camden County, Georgia.

15. As applicable, the provisions of the Stipulation and Settlement Agreement.

ENVIRONMENTAL SERVICES, INC.

Environmental Services, Inc. (ESI) is an environmental consulting firm which has been in business for over 31 years. ESI provides services in a variety of disciplines, please keep us in mind for your future environmental, cultural and sustainable resource needs.

Cultural Resource Management

- Archaeology Surveys
- Historic Structure Surveys
- Underwater Archaeology
- Conservation Analysis
- Predictive Modeling
- Cemetery Studies/Conservation

Carbon & Greenhouse Gas (GHG)

- Greenhouse Gas (GHG) Emissions & Offsets
- ANSI Accreditation under
- ISO 14065
- GHG Offset Validations/ Verifications
- GHG Emissions Verifications
- Ecosystem Services
- Air, Water, Waste Footprint
- Analysis and Reduction
- Sustainable Action Planning
- Education/Outreach

Forestry

- Tree Ordinance & Compliance
- Arboricultural Assessments
- & Landscape Planning
- Land Management Planning
- Fire Management & Prescribed Burning
- Timber Assessment & Management

Ecology

- Due Diligence
- Permitting & Compliance
- Wetland Delineation/ Assessment
- Endangered & Threatened Species
- Mitigation
- Soil & Site Evaluation
- Aquatic & Marine Assessments
- Erosion & Sediment Control

Site Assessment & Remediation

- Phase I & II Environmental Site Assessments
- Soil & Groundwater
- Assessments
- Soil & Groundwater
- Remediation
- Petroleum/Hazardous Materials
- Storage Tank Management
- Brownsfields Assessments
- Industrial Hygiene
- HUD Environmental
- Assessments
- USGBC LEED Green Building

OFFICE LOCATIONS

Florida
Jacksonville (HQ)
Daytona Beach
Tallahassee
Georgia
Savannah
North Carolina
Raleigh
Wilmington
Ohio
North Lawrence

Questions?

Email us at info@esinc.cc

Or call us at 866-470-2250

Follow ESI on Social Media

www.environmentalservicesinc.com

ENVIRONMENTAL SERVICES, INC.
SCHEDULE OF LABOR AND EXPENSE RATES

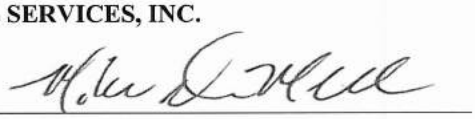
POSITION	RATE
Technical	
Assistant Scientist	$40.00/Hour
Environmental Technician	$50.00/Hour
Project Scientist	$60.00/Hour
Senior Scientist	$75.00/Hour
Senior Geologist	$120.00/Hour
Project Archaeologist	$45.00/Hour
Senior Archaeologist	$60.00/Hour
Historic Resource Specialist	$80.00/Hour
Sustainability Specialist	$100.00/Hour
Project Forester	$90.00/Hour
Senior Forester	$105.00/Hour
Project Manager	$100.00/Hour
Senior Manager	$110.00/Hour
Forest Biometrician	$115.00/Hour
SR Forest Biometrician	$145.00/Hour
VP/Technical Director	$145.00/Hour
SR VP/Technical Director	$160.00/Hour
SR VP II/Technical Director	$180.00/Hour
Principal	$200.00/Hour
Administrative	
Receptionist	$35.00/Hour
Administrative Assistant	$50.00/Hour
Exec. Admin Assistant	$70.00/Hour
Graphics	
GIS/CAD Technician	$60.00/Hour
GIS/CAD Analyst	$80.00/Hour
GIS/CAD Manager	$105.00/Hour
GIS/CAD Senior Manager	$110.00/Hour

EXPENSE	CHARGE
Additional Services	
GIS/CAD Usage	$30.00/Hour
Global Positioning System	$50.00/Day
ATV Usage	$50.00/Day
Boat Usage	$100.00/Day
Local Courier Service	$13.00/Delivery
Outside Graphics	Cost + 15%
All Subcontracted Services	Cost + 15%
Travel	
Vehicle Mileage Rate	$0.535/Mile
Travel Expenses	Cost
Copies	
Photocopy Per Page	$0.15
Color Copy Per Page	$1.50 8 ½ x 11
	$2.50 8 ½ x 14
	$3.00 11 x 17
Full Size Copy Per Page	$2.00 24 x 36
	or 36 x 48 b/w
	$20.00 24 x 36
	or 36 x 48 color
Blueprints or Xerox Per Page	$2.50
Aerial Photography	$50 0 - 15 acres
	$100 16 - 50 acres
	$200 51 - 100 acres
	$300 101 - 999 acres
	$500 1000+ acres

Project Name:	**St. Marys Marine Center**		**ES17027.00**
Project Location:	**Camden County, Georgia**		
Task 1:	Project Team Orientation, Meetings & Data Gathering	Fee:	$4,000.00
Task 2:	Resource Agency Pre-Application Consultation	Fee:	$3,000.00
Task 3:	Wetland Delineation- CE & DNR	Fee:	$900.00
Task 4:	Agency Review	Fee:	$850.00
Task 5:	Marina Permitting	Fee:	$25,000.00
Task 6:	CMPA Meeting Preparation & Attendance	Fee:	$6,600.00
Task 7:	BA/ EA Consultation	Fee:	$TBD
Task 8:	General Consultation	Fee:	T & M
		Total Fee:	**$40,350.00 Est.**

TERMS:

- ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- **ESI will maintain a minimum $1,000,000 errors and omissions (professional liability) insurance; $1,000,000 per occurrence and $2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.**
- Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- **A retainer of $500.00 is required; the retainer will be subtracted from the last invoice and is required by ESI to initiate work.**
- Client will provide ESI with any special billing formats or considerations with the signed contract.
- Billing is done monthly. **Payment is due immediately upon receipt of the invoice**; after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum. ESI rates change on March 1 of each year.
- **This proposal is valid for a period of 60 days following the date of issuance.**

TERMS ACCEPTED:		**ENVIRONMENTAL SERVICES, INC.**	
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	Michael J. DeMell
FIRM:		FIRM:	Environmental Services, Inc.
TITLE:		TITLE:	Senior Vice President II/Technical Director
DATE:		DATE:	21 June 2017

Purchase Order # _____

Client Project File # _____

BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:

authorized by this contract. Services not otherwise anticipated, or which are beyond our control, such as additional meetings or information required by the client, the client's attorney, planner, engineer, or surveyor, will be billed on a time and material basis.

Additional information requested by DNR or other resource agencies, that is not normally part of the scope(s), will be billed on a time and materials basis. Prior to initiating this work, ESI will discuss the requests and acquire your authorization.

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract and a retainer in the amount of $500.00.

ESI is committed to providing quality service to our clients. Every project is reviewed by a senior technical manager to ensure that the work has been performed in compliance with our goal of providing superior service and solutions to our clients.

upon these previous assessments to compliment the current project. However, if any updates or additional work is required, that effort will need to be scoped under a separate agreement. The previous assessments and reliance thereof will be discussed during the pre-application consultation with the agencies.

This task does not contemplate review of or preparation for any legal defense that may be needed in the future should an appeal to a CMPC permit be filed.

Task 6.	**<u>CMPC Meeting Preparation & Attendance</u>:** Following the tasks outlined above and once the appropriate documents are in hand, the project will be presented at a previously scheduled Coastal Marshlands Protection Committee (CMPC) meeting. This meeting is a public forum whereby the DNR staff and project team present the project to the 5-person CMPC committee. The process includes a question and answer dialogue ending with a vote for or against the project. The scope of task 6 is to observe and remain aware of public and NGO feedback associated with the project, coordinate with GADNR staff regarding Findings and Recommendation draft and final documentation, prepare the presentation materials for the meeting and defense of any feedback that may be presented at the meeting, and the attendance and participate of the meeting itself.	**$4,600.00 to $6,600.00 Time and Materials Estimate**
Task 7.	**<u>BA/ EA Consultation:</u>** A Biological Assessment (BA) or Environmental Assessment (EA) are often needed when a proposed project has the potential of affecting protected species or their habitats within the project area. In this region, the North River, St. Marys River, and Atlantic Ocean all provide suitable habitat for numerous species that are afforded protection through State and Federal laws. As mentioned above, ESI completed a BA and EA for the Cumberland Harbour project in 2005. These became part of the eventual issuance of that permit and Special Conditions within that permit. We mention that consultation may be needed for this project because it too will introduce additional vessels into these waters. As such, the evaluation of this project and any affects it could cause may be required by the resource agencies. As noted above, we will reply upon our earlier data for early coordination with the agencies. Should consultation in these forms be require, ESI will provide a separate proposal at that time.	**To Be Determined**
Task 8.	**<u>General Consultation</u>:** The above tasks spell out anticipated costs and services necessary to complete the level of work	**Time & Materials**

project. This investigation will be conducted in accordance with the *Coastal Marshlands Protection Act of 1970*. The scope of work will include review of field conditions and preparation of appropriate coordination with DNR seeking their verification.

Please note, during the 2015 delineation efforts, ESI conducted a freshwater wetland delineation of the site as well. That work was reviewed and approved by the USACE in February 2016 and remains valid until February 2021. Therefore, no freshwater wetland review of this project is necessary.

Task 4. **Agency Review:** Upon submittal of the required documentation to the GADNR, ESI will organize the necessary field review of the work performed on site for the purpose of acquiring final marsh verification. **$850.00 Time and Materials Estimate**

Task 5. **Marina Permitting:** Based upon the guidelines provided by GADNR and the CE, ESI will assemble and submit the appropriate documentation for a Marina Permit application to the GADNR, GAEPD, and CE. This will include the coordination necessary with local governments, resource agencies, and DNR staff needed to complete this application. This will also include coordination with the project team concerning specific marina plans. **$15,000.00 to $25,000.00 Time and Materials Estimate**

The cost estimate provided does not include the preparation of the marina design, and assumes the final design will be prepared by Thomas & Hutton Engineering (T&H) and made available digitally for our use. Please note, part of the GADNR permit application package includes consideration of the "upland component" for the project. State regulations dictate storm water management within the upland component and calculations thereof. The civil engineer normally performs these evaluations and provides that data to ESI to become part of the application materials. Therefore, please be sure that T&H has allocated appropriate time in their scope for development of this material.

Additionally, this task does not include a hydrographic survey of the river nor any additional surveys associated with protected species or historic or cultural resources. During earlier project work either associated with the Durango site or nearby projects, ESI and the project team performed an underwater archaeology assessment, land based cultural resource assessments, and biological / environmental assessments to define potential impacts to protected species in the area. ESI will work to rely

PROPOSAL FOR SERVICES
ESI PROJECT NO. ES17027.00

The following Contract for Services is an agreement between Environmental Services, Inc., (ESI) and Camden County Joint Development Authority, (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

Project Name: **St. Marys Marine Center** **ES17027.00**
Project Location: **Camden County, Georgia**

SCOPE OF SERVICES		**FEE**
Task 1.	**Project Team Orientation, Team Meetings & Data Gathering:** To initiate the project and prepare for the following tasks outlined below, ESI suggests a series of meetings/calls to discuss the project objectives and define the process moving forward. The scope of work will include but is not limited to review of the project plans, discuss how the plan relates to regulatory review and permitting scenarios, and as appropriate help identify and discuss potential obstacles associated with the project that may assist with successful permitting.	**$4,000.00 Time and Materials Estimate**
Task 2.	**Resource Agency Pre-Application Consultation:** At the point where site plans are sufficient to share with the resource agencies, ESI will conduct pre-application meetings with the U.S. Army Corps of Engineers (CE) and the Department of Natural Resources (DNR) to discuss the project and determine permitting requirements relative to each agency. This task is used to vet the site plan with the resource agencies, gauge the receptiveness of the plan and identify any significant obstacles, and determine what, if any additional studies may be required by the agencies to make application. We understand that a pre-application meeting with DNR and the Authority has already occurred; however, participation in additional pre-application meetings is suggested so we can capture the details of the discussion with these agencies.	**$3,000.00 Time and Materials Estimate**
Task 3.	**Salt Marsh Delineation - DNR:** ESI will re-evaluate a formal delineation of the subject property to establish the extent of the **salt marsh boundary**. As you may be aware, ESI performed this effort in 2015 and acquire the verification from DNR in August 2015. That verification expired in August 2016 and will require updating and a new verification from DNR for this	**$900.00 Time and Materials Estimate**

ENVIRONMENTAL SERVICES, INC.
101 B Estus Drive
Savannah, GA 31404

Phone 912-236-4711 * Fax 912-236-3668

www.environmentalservicesinc.com

22 June 2017

Mr. James Coughlin
Executive Director
Camden County Joint Development Authority
531 N. Lee Street
Kingsland, Georgia 31548

RE: St. Marys Marine Center **ES17027.00**
Camden County, Georgia

Dear Mr. Coughlin:

Thank you for contacting Environmental Services, Inc. (ESI). Pursuant to our recent conversation and discussions with Mr. Charles Ezelle, ESI is pleased to enclose the attached proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

Please note, given the variability in the efforts needed to fulfill the Tasks outlined below, we offer this scope as a Time and Materials estimate based upon our experiences associated with similar projects. You will only be billed for time spent; however, the actual costs are always associated with complexity of the project, local and NGO receptiveness, and agency feedback.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (912-236-3668) or via email (mdemell@esinc.cc). We are prepared to proceed upon receipt of the signed contract and retainer in the amount of $500.00. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,
ENVIRONMENTAL SERVICES, INC.

Michael J. DeMell
Senior Vice President II/Technical Director

Terracon

June 2, 2017

Camden County Joint Development Authority
531 N. Lee Street
Kingsland, Georgia 31548

Attn: Mr. James M. Coughlin
E: jmcoughlin@co.camden.ga.us

Re: Proposal for Due Diligence Limited Site Investigation
Southern Portion, Former Durango Paper Mill Site
St. Marys, Camden County, Georgia
Terracon Proposal No. PES177011A

Dear Mr. Coughlin:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide additional due diligence environmental services for the above referenced property. The purpose of this Limited Site Investigation (LSI) is to further evaluate the soil and groundwater conditions for the southern portion of the former Durango Paper Mill site. This proposal outlines our understanding of the project, proposed scope of services, and provides a cost estimate to perform these services.

1.0 PROJECT INFORMATION

The former Durango Paper Mill site is located along the St. Marys River in southeastern St. Marys, Camden County, Georgia. The northern portion of the site primarily consists of previous settling ponds and a landfill which is subject to an active continuing care plan. The southern portion of the site contains remnants of the previous paper mill including building foundations, partially intact access roads and parking lots, previous aboveground storage tank structures, and miscellaneous construction & demolition debris. Similar to the northern portion of the site, much of the southern portion of the site is overgrown with vegetation.

Based on past sampling across the property, soil and groundwater contamination related to the following parameters exist on-site:

- VOCs: Benzene and Methylene Chloride;
- SVOCs: Benzo(a)pyrene;
- PCBs: Aroclor 1254 and Aroclor 1260;

- Dioxin;
- Metals: Antimony, Beryllium, Chromium, Lead, Selenium, Thallium, and Vanadium.

Terracon understands that Camden County Joint Development Authority is interested in purchasing the southern portion of the property for future development. The southern portion area of interest consists of approximately 50 acres.

Terracon met with Mr. Kent Pierce and Mr. Gary Davis of the Georgia EPD on March 21, 2017 to discuss the current regulatory status of the site, the potential site redevelopment, and the potential for entry of the southern portion of the site into the Georgia Brownfield Program. As previously noted, the entire Durango Paper Mill site, of which the subject parcel is a part of, was accepted into the Georgia Brownfields Program on December 21, 2006. Based on current information, the target 50 acre southern parcel would be eligible for the Georgia Brownfields Program. Given the age of the existing soil/groundwater data and the review fees expended under the original Brownfield application, Mr. Pierce stated that a new Brownfield application and dedicated Prospective Purchaser Corrective Action Plan (PPCAP) and Compliance Status Report (PPCSR) would likely be preferred if Camden County wanted the Brownfield protection.

The purpose of this LSI will be to evaluate soil and groundwater conditions in the southern portion of the site for due diligence purposes prior to purchasing and to potentially submit documentation for acceptance into the Georgia Environmental Protection Division's Brownfield program. Terracon proposed scope of work noted below is to conduct additional sampling for due diligence purposes. In addition, our scope of work will be performed to preliminary investigate the environmental condition of soil and groundwater that may be dredged in order to construct an inland marina slip for large boats/yachts. Additional sampling will be required at a later date if Camden County elects to apply for Brownfield protection. The proposed scope of services is provided in the following sections.

2.0 SCOPE OF SERVICES

2.1 Health and Safety

Terracon has a 100% commitment to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free*® safety culture, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project.

At this time, we anticipate performing fieldwork in a USEPA Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, while sampling activities are being conducted

in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

2.2 Soil Investigation

For due diligence purposes, Terracon recommends collecting soil samples from twenty (20) locations across the southern 50 acre portion of the property. Terracon's proposed sampling will be based on one shallow zone unsaturated soil sample (<2 feet below grade) and one deep zone unsaturated soil sample (>2 feet below grade) collected from each boring location and analyzed for the following:

- VOCs via EPA Method 8260b;
- PAHs via EPA Method 8270d;
- RCRA Metals via EPA Method 6010c and EPA Method 7471b;
- PCBs via EPA Method 8082a;

Ten (10) soil samples will also be analyzed for dioxin/furan via EPA Method 8290a. In addition to the above noted analysis, six samples will be analyzed via the Synthetic Precipitation Leaching Procedure (SPLP). The SPLP method is the analytical method preferred by the Georgia EPD to determine the potential for contaminants to leach from soil and impact groundwater at concentrations above the Type 1 Risk Reduction Standards.

The direct push borings will be initially advanced with a stainless steel hand auger to a depth of 5 feet bgs in order to verify underground utility clearance. Once cleared, the borings will be advanced using direct push methods to a not to exceed depth of 15 feet below ground surface (bgs.

Soil samples will be continuously collected to the total boring depth to document soil lithology, saturated zone depths, and Photoionization Detector (PID) vapor readings. Two (2) soil samples above the saturated zone from each boring exhibiting the highest PID readings will be submitted for laboratory analysis. If, based on these observations, no elevated PID reading is observed; the samples will be collected from the capillary fringe zone, from the interval exhibiting a change in lithology, from the bottom of the boring, or from the interval of most likely environmental impact as determined in the field by the sampling professional. The soil samples will be collected and placed in laboratory prepared containers, labeled, and placed on ice in a cooler which will be secured with a custody seal. The samples and completed chain-of-custody forms will be transported to an independent Georgia-certified laboratory.

All sampling utensils will be decontaminated in general accordance to ASTM D 5088 – 15 *"Decontamination of Field Equipment Used at Waste Sites"*. The down hole sampling equipment

will be cleaned using Alconox soap and water before arrival at the site, before introduction into the subsurface, between each sampling, and between each borehole location. New disposable gloves will be utilized between each sample to minimize the possibility of cross contamination.

2.3 Groundwater Investigation

Upon completion of the soil sampling activities, fifteen (15) direct push borings will be converted to temporary monitoring wells in general accordance with procedures described in the US EPA Region 4, Science and Ecosystem Support Division guidance document titled *Design and Installation of Monitoring Wells* (SESDGUID-101-R1, effective date January 29, 2013). The wells will be constructed utilizing 1-inch diameter, Schedule 40 PVC riser and screen.

The temporary monitoring wells will be developed with a GeoTech® peristaltic pump and new disposable Teflon tubing or a disposable bailer, depending on the depth to groundwater. Following completion of development activities, the wells will be purged and sampled in general accordance with the low-flow sampling protocol EPA Region 4, SESD Groundwater Sampling Operating Procedure (SESDPROC-301-R3), March 2013. Field water quality parameters, including pH, specific conductance, temperature, oxidation reduction potential (ORP), dissolved oxygen, and turbidity will be monitored throughout the purging of the wells. Following the stabilization of field parameters, groundwater samples will be collected and placed in laboratory prepared containers, labeled, and placed on ice in coolers secured with custody seals. The groundwater samples and completed chain-of-custody forms will be transported to an independent Georgia-certified laboratory for analysis for the following parameters:

- VOCs via EPA Method 8260b;
- PAHs via EPA Method 8270d;
- RCRA Metals via EPA Method 6010c and EPA Method 7470a;
- PCBs via EPA Method 8082a;
- Dioxin/Furan via EPA Method 8290a.

2.4 Investigation Derived Waste

Investigation derived waste (IDW, i.e., soil cuttings and development/purge water) will be containerized in DOT approved 55 gallon drums for waste profiling and off-site disposal at an approved facility. Terracon will coordinate with Camden County Joint Development Authority to determine an appropriate staging area for the IDW waste containers prior to transport and disposal. Upon receipt of laboratory data, Terracon will coordinate with a subcontractor for the proper transport and off-site disposal of the IDW. Costs for transportation and disposal of the drums are not included with the cost presented in this proposal.

Terracon will submit a Supplemental Change Order request to cover the additional cost for transportation and disposal based on test results.

2.5 Reporting

Following completion of the field activities and receipt of all analytical results, Terracon will present our findings and conclusions in a detailed LSI report. Our report will provide recommendations for any further investigation and/or remediation, if warranted. This written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal.

3.0 TERMS

3.1 Compensation

Based on the scope of services noted above, we estimate the initial due diligence LSI cost of this project not to exceed **$100,000**. Our proposal is based on our experience with similar projects of this size and complexity, and the estimated amount of work necessary to satisfactorily accomplish the project objectives.

Additional costs for satisfying the requirements of the Georgia Brownfield Program are also highlighted below:

- Brownfield Application and PPCAP $6,570
- Brownfield Additional Investigation Costs .....unknown[1]
- Source Removal/Soil Remediation .....unknown[2]
- PPCSR..... $10,000

[1]To be determined based on the findings of this LSI scope of work.

[2]Source removal and/or soil remediation costs are not known at this time. Costs will be developed, as needed, following completion of the additional investigation, calculation of applicable Type 3 or 4 RRS, and discussions with the Georgia EPD.

This proposal does not include any work not directly referenced above. If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

3.2 Schedule

We anticipate completing the field and laboratory activities in 30 days which includes a standard analytical turnaround time of seven to ten (7-10) working days (expedited turnaround is available at additional charge). Preliminary verbal results of the LSI may be available within 24 hours of Terracon's receipt of laboratory analytical reports. The LSI report will be available within 60 days on notice to proceed.

Should information be needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

3.3 Utilities

Terracon will contact the Georgia 811 Utility Protection Service for location of utilities in public easements. Terracon will also contract a private utility locating firm to locate private lines within the project area. The private utility locating firm will clear an approximately 30 foot radius around each boring location. Terracon, our employees or agents are not responsible for hitting/damaging any unmarked/improperly marked utilities or underground obstructions. If the locations of any utilities through the areas of investigation are known to the Camden County Joint Development Authority and/or the existing property owners, please clearly mark the utilities on the ground in the vicinity of our testing. If plans showing utilities are available, please provide a copy of such plan for our use.

3.4 Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the above activities; Owner's representative will provide Terracon personnel access to the structures and properties while conducting the above activities.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization. Any drawings (electronic or paper) showing the layout of the on-site structures and underground utility locations.

If impacted soil or groundwater is discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations. Terracon's services will be performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the

same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These LSI services will be performed in accordance with the scope of work agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-11.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during this LSI. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

3.5 Reliance

The limited site investigation with reporting will be prepared for the exclusive use and reliance of Camden County Joint Development Authority (the client). Reliance by any other party is prohibited without the written authorization of Camden County Joint Development Authority and Terracon. If the client is aware of additional parties that will require reliance on the report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request).

If, in the future, the client and Terracon consent to reliance on the report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of $250.00 per relying party. Reliance on the reports by the client and all authorized parties will be subject to the terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the report.

3.6 Authorization

If this proposal meets with your approval, work may be initiated by signing, dating, and returning the attached Agreement for Services. The terms, conditions and limitations stated in the service agreement, and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions please contact us at your earliest convenience.

Sincerely,
Terracon Consultants, Inc.

R. Luke Bragg, P.E.
Project Engineer

William S. Anderson, III, P.E.
Senior Principal

Attachments: Agreement for Services

Cost Estimate - Due Diligence Limited Site Investigation
Former Durango Paper Mill, Southern Portion 50 Acre Tract
St. Marys, Camden County, Georgia

Task	Item	Unit	Unit Cost	Quantity	Total Cost	% Markup	Total Charge	
I	**PRE-TASK PLANNING / H&S**							
	Senior Principal	hour	$ 150.00	1	$ 150.00	0%	$ 150.00	
	Senior Project Engineer/Geologist	hour	$ 120.00	2	$ 240.00	0%	$ 240.00	
	Project Professional	hour	$ 85.00	2	$ 170.00	0%	$ 170.00	
	Staff Professional	hour	$ 75.00	2	$ 150.00	0%	$ 150.00	
							Task 1, Subtotal	**$ 710.00**
IIA	**FIELD SERVICES**							
	Senior Project Engineer/Geologist	hour	$ 120.00	16	$ 1,920.00	0%	$ 1,920.00	
	Project Professional	hour	$ 85.00	80	$ 6,800.00	0%	$ 6,800.00	
	Staff Professional	hour	$ 75.00	80	$ 6,000.00	0%	$ 6,000.00	
	Concrete Coring	each	$ 250.00	15	$ 3,750.00	0%	$ 3,750.00	
	Sampling Equipment	day	$ 250.00	10	$ 2,500.00	0%	$ 2,500.00	
							Task 2A, Subtotal	**$ 20,970.00**
IIB	**DIRECT PUSH DRILLING**							
	Geoprobe Rig	day	$ 1,550.00	7	$ 10,850.00	15%	$ 12,477.50	
	Geoprobe Rig Mobilization	lump	$ 750.00	1	$ 750.00	15%	$ 862.50	
	Temporary Well Supplies	ft	$ 4.25	225	$ 956.25	15%	$ 1,099.69	
	Per Diem for Drilling Crew	day	$ 115.00	7	$ 805.00	15%	$ 925.75	
							Task 2B, Subtotal	**$ 15,365.44**
IIC	**LABORATORY**							
	Soil							
	Dioxin/Furan	sample	$ 775.00	10	$ 7,750.00	15%	$ 8,912.50	
	PAHs	sample	$ 60.00	40	$ 2,400.00	15%	$ 2,760.00	
	RCRA Metals	sample	$ 70.00	40	$ 2,800.00	15%	$ 3,220.00	
	PCBs	sample	$ 70.00	40	$ 2,800.00	15%	$ 3,220.00	
	VOCs	sample	$ 60.00	40	$ 2,400.00	15%	$ 2,760.00	
	SPLP (VOC/SVOC/metals)	sample	$ 370.00	6	$ 2,220.00	15%	$ 2,553.00	
	SPLP (dioxin/furan)	sample	$ 800.00	6	$ 4,800.00	15%	$ 5,520.00	
	Groundwater							
	VOCs	sample	$ 60.00	15	$ 900.00	15%	$ 1,035.00	
	Dioxin/Furan	sample	$ 775.00	15	$ 11,625.00	15%	$ 13,368.75	
	PCBs	sample	$ 70.00	15	$ 1,050.00	15%	$ 1,207.50	
	PAHs	sample	$ 60.00	15	$ 900.00	15%	$ 1,035.00	
	RCRA Metals	sample	$ 70.00	15	$ 1,050.00	15%	$ 1,207.50	
							Task 2C, Subtotal	**$ 46,799.25**
III	**PROFESSIONAL SERVICES**							
	Meetings, Report, Drawings, Communications, etc.							
	Senior Principal	hour	$ 150.00	20	$ 3,000.00	0%	$ 3,000.00	
	Senior Project Engineer/Geologist	hour	$ 120.00	40	$ 4,800.00	0%	$ 4,800.00	
	Graphics Operator	hour	$ 75.00	16	$ 1,200.00	0%	$ 1,200.00	
	Staff Professional	hour	$ 85.00	40	$ 3,400.00	0%	$ 3,400.00	
	Administrative Personnel	hour	$ 45.00	1	$ 45.00	0%	$ 45.00	
							Task 3, Subtotal	**$ 12,445.00**
							Total Estimated Amount:	**$ 96,289.69**

THOMAS & HUTTON

1503 NEWCASTLE STREET, SUITE A | BRUNSWICK, GA 31520
912.466.0536 | WWW.THOMASANDHUTTON.COM

June 14, 2017

Mr. James Coughlin
Executive Director
Camden County Joint Development Authority
531 North Lee Street
Kingsland, GA 31548

Re: St. Marys Marine Industrial Park
Master Planning & Due Diligence
St. Marys, Camden County, Georgia
Letter Agreement for Services

Dear Mr. Coughlin:

Thank you for requesting our engineering services for the proposed St. Marys Marine Industrial Park located on 50 acres of the former Durango Mill tract on the North River in St. Marys, Georgia.

We understand that the project consists of the following:

The Camden County Joint Development Authority has entered into an agreement to purchase 50 acres of the former Durango Paper Mill property (approximately 722 acres). The project includes a proposed maritime industrial park with marine haul out and dock facilities to support boat manufacturing, repair & refit, storage, and retail activities.

The following is a brief description of our proposed Scope of Services to be provided:

SCOPE OF SERVICES

Thomas & Hutton shall provide engineering and consulting services for master planning during the due diligence period for purchase of the St. Marys Marine Industrial Park located in St. Marys, Georgia. The property is generally described as being bound on the East by the North River, on the South by Meeting Street on the West by existing parcels, State Route 40, and Point Peter Road, and on the North by the remaining Mill property. The St. Marys Railroad serves the property.

It is our understanding the due diligence period is for six months, during this time the Owner will commence site and infrastructure planning to support project budgeting and development proforma. The proposed marine facilities will require a permit from Georgia DNR and USACE, this process will commence during the due diligence period. Thomas & Hutton services in support of the marine permitting will be under separate contract.

_____ **Owner's Initials**

CJE **Consultant's Initials**

1. SCOPE OF SERVICES

A. General Consulting Phase

1. Due Diligence Meetings

Consultant shall attend project meetings related to the Master Planning task. Meetings may include the Owner, Project developer, City of St. Marys, and Georgia Department of Economic Development with prospects. The Consultant can assist Owner with coordination of environmental studies, wetland studies, and geotechnical investigations, if requested. Services will be provided on a Time & Expense basis.

B. GIS Phase

1. Base Mapping

Consultant will prepare base maps for the project. The mapping effort includes assembling existing surveys, photographs, and other information on existing conditions as provided by current property Owner and Consultant's files. The base maps will support land planning, proforma estimates, exhibit preparation and coordination with the Geotechnical engineer for foundation assessments and subsurface existing infrastructure assessments and studies.

C. Master Plan Phase

1. Conceptual Master Planning

Consultant will develop a conceptual master plan. The plan shall include the 50 acres of the purchase agreement and will show approximate locations for phasing of the marine industrial land uses for the overall project and the Meeting Street commercial blocks. The uses shown shall be according to direction provided by the Owner and shall include Meeting Street and SR 40 access corridors, commercial and industrial development pods, conceptual facilities, detention ponds, buffer areas and other related features within the project boundary. Project densities, acreages, areas, wetlands, etc. will be calculated based on the plan. The planning effort will include provisions to extend the railroad an access to the remaining property north of the 50 acres. The Time & Expense budget is based on revising the conceptual master plan one (1) time according to Owner's comments. Additional revisions of the master plan will be billed at a time and expense basis until Owner approves the final master plan.

2. **Utilities & Access Master Plan**

Based upon the master plan approved by the Owner, Consultant will prepare a conceptual utilities master plan for the project. The master plan will include:

- SR 40 and Meeting Street Access Locations
- Water distribution system
- Sanitary sewer system
- Storm drainage system

The utility master plan will be submitted to the City of St. Marys and Georgia Department of Transportation (GDOT) for review and comment. Consultant will revise the master plan according to City and GDOT comments and submit the final utilities master plan to City of St. Marys for concept approval. We will seek a letter from GDOT for preliminary approval of the SR 40 access point. The time and expense budget is based on revising the master plan one (1) time according to City and GDOT comments. Additional revisions of the master plan will be billed at a time and expense basis until approval of the final master plan. Access permits require construction drawings and are not part of the due diligence services.

3. **Proforma & Development Budgeting**

Based upon the utility master plan approved by the Owner, Consultant will prepare Proforma and Development Budget estimates for the overall development and phases. The budgeting exercise will be an iterative process and performed on a time and expense basis per direction of Owner for various development scenarios and configurations. The proforma budgets include preliminary infrastructure cost estimates and phasing. The proforma will assist the Owner in evaluating overall development costs and feasibility of the development concepts. The time and expense budget is based on preparing one Proforma and (1) revision according to Owner review comments. Additional revisions of the Proforma(s) will be billed at a time and expense basis until approved by the Owner.

B. **Exclusions**

Items **not** included in the scope of services are as follows:

- Topographic, ALTA, and Boundary Surveys
- Archaeological survey and report
- Wetland delineation, surveys, or permit. ***Note:*** A wetland impact permit is required for the SR 40 & St. Patrick street access location.
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments

_____ **Owner's Initials**

CJE **Consultant's Initials**

- Endangered species survey and report
- City Site Plan Approval, Civil Design, Construction Documents
- Traffic Impact Study
- Off–site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Construction Services
- Act as an expert witness for legal activities
- GDOT Department of Transportation driveway ROW permits, or Utility ROW encroachment approvals
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by the Owner in writing.

We propose that payment for our services will be as follows:

Phase	Fee Structure	Fee or Time & Expense Budget
General Consulting Phase		
Due Diligence Consulting:	Time & Expense – Budget*	$ 7,000.00
GIS Phase		
Base Mapping:	Time & Expense – Budget*	$ 3,500.00
Master Plan Phase:		
Master Planning:	Time & Expense – Budget*	$ 12,500.00
Utility & Access Master Planning:	Time & Expense – Budget*	$ 9,000.00
Proforma Cost Analysis:	Time & Expense – Budget*	$ 7,500.00
Reimbursable Expenses:	Time & Expense – Budget*	$ 1,500.00
	Total Budget:	**$ 41,000.00**

The above fee arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

We anticipate commencement of our work within 14 calendar days from receipt of your authorization to proceed with completion at the end the due diligence period.

This proposal between Camden County Joint Development Authority (Owner), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Engineering Services Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

It is our understanding that no work will commence until written authorization is provided to us by you for the Project.

_____ **Owner's Initials**

CJE **Consultant's Initials**

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us*. This proposal will be open for acceptance until July 14, 2017, unless changed by us in writing.

We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By _____
Charles J. Ezelle, P.E.
Regional Director

By _____
Robert Cheek, P.E.
Project Manager

CJE/kbw

Enclosures: General Provisions
Consulting Services Rate Sheet

ACCEPTED: _____, 2017

By _____

_____
TITLE

_____ **Owner's Initials**

CJE **Consultant's Initials**

PAYMENT FOR SERVICES

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty–five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

OWNER'S RESPONSIBILITIES

A. Access

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. OWNER's Representative

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

_____ **Owner's Initials**

CJE **Consultant's Initials**

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain or any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

ACCESSIBILITY

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [*the execution of this Agreement, submission to building authorities, or other appropriate date*] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

BETTERMENT

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages,

including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **$25,000 or the CONSULTANT's fee for services rendered under this contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

It is our understanding the OWNER has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, the OWNER assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against the CONSULTANT that may in any way connected thereto. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of the CONSULTANT. Any requests for specific construction observation services and agreed to by the CONSULTANT will be paid as Additional Services by the OWNER.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub–contractor, or any of the Contractor(s)', or sub–contractors' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, the CONSULTANT's work and responsibility *under this Contract terminates* at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the CONSULTANT and the CONSULTANT's subconsultants. The OWNER also agrees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

_____ **Owner's Initials**

CJE **Consultant's Initials**

HAZARDOUS MATERIAL

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

AMENDMENT

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

_____ **Owner's Initials**

CJE **Consultant's Initials**

Owner's Initials

Consultant's Initials

THOMAS & HUTTON

Consulting Services On A Time And Expense Basis

January 1, 2017

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non–salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

   The current hourly rate charges for each skill position for 2017 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
$ 215.00	Consultant	Consultant	Consultant	Consultant	Consultant	
$ 195.00	Senior Manager	Senior Manager Survey Party (3–Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
$ 180.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V	GIS Manager V		
$ 160.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
$ 150.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
$ 140.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
$ 135.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I	GIS Manager I	Construction Administrator I	Senior Application Developer I, Software/Computer Consultant I
$ 125.00	Designer IV Engineering Technician IV	Staff Surveyor IV Survey Field Supervisor Survey Party (2–Men)	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
$ 115.00	Designer III Engineering Technician III	Staff Surveyor III	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
$ 105.00	Designer II Engineering Technician II	Staff Surveyor II	Landscape Designer II	GIS Analyst II	Field Representative III	Application Developer II
$ 100.00	Designer I Engineering Technician I	Survey Party (1–Man) Staff Surveyor I	Landscape Designer I	GIS Analyst I	Field Representative II	Application Developer I, Permit Coordinator II, Admin IV
$ 95.00	CADD Technician III	Survey Technician III	Landscape Technician III	GIS Technician III		Permit Coordinator I
$ 85.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
$ 80.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		Admin III
$ 75.00					Field Representative I	Admin II
$ 70.00						Admin I
$ 365.00	Expert Witness					

3. When warranted, overtime will be charged for any non–salary employees. Overtime hours will be billed at 1–1/2 times the individuals charge rate.
4. Direct non–salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at $0.54 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2018, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.
6. Boats with a length of 17 feet and greater shall be billed at a rate of $160 per day. Boats with a length less than 17 feet shall be billed at a rate of $90 per day.

THOMAS & HUTTON

1503 NEWCASTLE STREET, SUITE A | BRUNSWICK, GA 31520
912.466.0536 | WWW.THOMASANDHUTTON.COM

June 19, 2017

Mr. James Coughlin
Executive Director
Camden County Joint Development Authority
531 North Lee Street
Kingsland, GA 31548

Re: St. Marys Marine Industrial Park
Permitting Assistance for the Proposed
Marine Facility
North River, Camden County, Georgia
Letter Agreement for Services

Dear Mr. Coughlin:

Thank you for requesting our Consulting Engineering Services to provide Consulting and Permitting Assistance for the proposed St. Marys Marine Industrial Park located on 50 acres of the former Durango Mill tract on the North River in St. Marys, Georgia.

Thomas & Hutton will assist the Camden JDA permitting team in the planning and developing of the permit applications. We understand Camden JDA will retain the services of Terracon and Environmental Services, Inc. (ESI), an environmental and permitting consultant firm who worked with us on the previous Durango Mill Tract. ESI, Terracon, and Thomas & Hutton are generally familiar with the regulatory requirements and the site conditions for this project.

Based on our discussions the following is our understanding of our Scope of Services which we will provide upon authorization to proceed:

The Camden County Joint Development Authority has entered into an agreement to purchase 50 acres of the former Durango Paper Mill property (approximately 722 acres). The project includes a proposed maritime industrial park with marine haul out and dock facilities to support boat manufacturing, repair & refit, storage, and retail activities.

General Consulting

Consultant will initiate a series of meetings with the applicant, developer, ESI, and Terracon to discuss the applicant's objectives and define the process moving forward for the development of permit applications. This will include but not be limited to a review of the developer's sketch plans and help identify and discuss potential obstacles associated with submitting and obtaining permits.

GA DNR Line - Delineation and Survey Update

Consultant will organize the necessary field review with GA DNR and ESI of the existing wetland delineation survey prepared by Thomas & Hutton dated 12/15/2015. The DNR line survey of the North River bank within the project limits will be updated per DNR

direction, the existing DNR Line certification expired on 12/15/16. Revised survey will be submitted for approval of final wetland and marsh verifications. GA DNR Jurisdictional Line Survey shall be conducted using Global Positioning System (GPS) Technology, conventional survey technology, or a combination of the two. The survey shall meet or exceed minimum standard requirements in accordance with the latest edition of The National Standard for Spatial Data Accuracy (NSSDA).

Preliminary Plan Development of Marine Facilities

Based on the data developed and from discussions with the applicant on the proposed development and ideas for the Marine Industrial Park we will prepare conceptual plans of the marine facilities that fall under Georgia Coastal Marshlands Protection Act jurisdiction. These facilities may include a dredged slip, piles, bulkheads, docks, and boat lift system. Once these plans have been reviewed and approved by the Owner, we will finalize the concept in order to begin the discussions with the regulatory agencies.

Pre–Application Meeting(s)

We will conduct a pre–application meeting with the GA DNR/CRD and USACE to discuss permitting requirements and project feasibility. The purpose of these meetings is to provide the agencies with the conceptual plans and discuss any issued observed that may necessitate any additional study or work needed. The goal is to obtain provisional concurrence from the agencies that permitting success is likely within their regulatory framework. During these meetings, if fatal flaws or other significant obstacles are identified, the project team will need to address these issues prior to make the application submittal.

Permit Preparation and Submittal

Based on the guidelines provided by the agencies we will prepare permit drawings and associated documentation and submit the appropriate applications for permit approval to the Georgia Department of Natural Resources, Corps of Engineers, and Georgia EPD. This will include coordination necessary with the local governments, resource agencies, and agency staff to complete the applications. The original permitting for the previous LandMar North River marina permit included underwater hydrographic survey, land based cultural resource assessments and a biological assessment to define potential impacts to listed species in the area. We intend to rely on these previous assessments to assist with the current project. The previous assessments and reliance thereof will be discussed during the pre–application consultations with the agencies. Our proposal does not include performing any new assessments as described above. If the agencies require updates or revisions to the previous assessments these will be performed as an additional service.

Permit Review and Approval Assistance

Once the permit application has been submitted, we will respond to any comments or questions from the agencies or other entities that may contact the agencies with concerns or questions that the agencies forward to us for a response.

After the DNR has reviewed the application and is ready to present the application for approval to the Coastal Marshlands Committee meeting we will attend and present our information for their comment and review. This is a public meeting whereby the DNR staff

and project team present the particulars of the project to the 5–person Coastal Marshlands Protection Committee (CMPC). The CMPC deliberates and enters into a question and answer dialogue, ending with a vote for or against the project. The public is allowed to speak at this meeting and be heard by the committee members. Our scope during this phase is to observe and remain aware of public and Non–Government Organizations feedback associated with the project, prepare presentation materials for the meeting and defense of any feedback that may be presented at the meeting and attend and participate in the CMPC meeting.

EXCLUSIONS

The following are not included in the scope of our services. Thomas & Hutton will provide these services if requested:

- New Underwater or Geotechnical Investigations
- New Biological, Environmental, or Archeological Assessments or Studies
- Topographic/Hydrographic Surveys
- Final Marine Facility Design Details, and Construction Documents
- Landside or site engineering and design
- Participation in legal defense or litigation activities associated with the project.

These items can be provided as an additional service if requested by the Owner

Our fee for these services is as follows:

Phase	Fee Structure	Fee
General Consulting Phase	Time & Expense – Budget	$ 8,000.00
Wetland Delineation	Time & Expense – Budget	$ 4,500.00
Preliminary Plan Development	Time & Expense – Budget	$ 17,500.00
Pre–Application Meetings	Time & Expense – Budget	$ 3,600.00
Permit Preparation and Submittal	Time & Expense – Budget	$ 40,000.00
Permit Review and Approval Assistance	Time & Expense – Budget	$ 9,000.00
	Total	**$ 82,600.00**

This proposal between the Applicant ("Client/Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, Engineering Services Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project.

We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

_____ **Owner's Initials**

CJE **Consultant's Initials**

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

Charles J. Ezelle, P.E.
Principal/Regional Director

Charles L. George, P.E.
Principal/Structural Department Leader

Robert Cheek, P.E.
Project Manager

CJE/kts

Enclosures: General Provisions
Consulting Services Rate Sheet

ACCEPTED: _____, 2017

By _____

_____
TITLE

PAYMENT FOR SERVICES
PAYMENT FOR SERVICES

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty–five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

OWNER'S RESPONSIBILITIES

A. Access

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. OWNER's Representative

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the *product*, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

_____ **Owner's Initials**

CJE **Consultant's Initials**

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain or any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

ACCESSIBILITY

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [*the execution of this Agreement, submission to building authorities, or other appropriate date*] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

BETTERMENT

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and

_____ **Owner's Initials**

CJE **Consultant's Initials**

costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **$75,000, or the CONSULTANT's fee for services rendered under this contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

It is our understanding the OWNER has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, the OWNER assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against the CONSULTANT that may in any way connected thereto. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of the CONSULTANT. Any requests for specific construction observation services and agreed to by the CONSULTANT will be paid as Additional Services by the OWNER.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, the CONSULTANT's work and responsibility *under this Contract terminates* at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the CONSULTANT and the CONSULTANT's subconsultants. The OWNER also agrees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

HAZARDOUS MATERIAL

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

AMENDMENT

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

_____ **Owner's Initials**

CJE **Consultant's Initials**

Owner's Initials

Consultant's Initials

THOMAS & HUTTON

Consulting Services On A Time And Expense Basis

January 1, 2017

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non–salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

   The current hourly rate charges for each skill position for 2017 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
$ 215.00	Consultant	Consultant	Consultant	Consultant	Consultant	
$ 195.00	Senior Manager	Senior Manager Survey Party (3–Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
$ 180.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V	GIS Manager V		
$ 160.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
$ 150.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
$ 140.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
$ 135.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I	GIS Manager I	Construction Administrator I	Senior Application Developer I, Software/Computer Consultant I
$ 125.00	Designer IV Engineering Technician IV	Staff Surveyor IV Survey Field Supervisor Survey Party (2–Men)	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
$ 115.00	Designer III Engineering Technician III	Staff Surveyor III	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
$ 105.00	Designer II Engineering Technician II	Staff Surveyor II	Landscape Designer II	GIS Analyst II	Field Representative III	Application Developer II
$ 100.00	Designer I Engineering Technician I	Survey Party (1–Man) Staff Surveyor I	Landscape Designer I	GIS Analyst I	Field Representative II	Application Developer I, Permit Coordinator II, Admin IV
$ 95.00	CADD Technician III	Survey Technician III	Landscape Technician III	GIS Technician III		Permit Coordinator I
$ 85.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
$ 80.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		Admin III
$ 75.00					Field Representative I	Admin II
$ 70.00						Admin I
$ 365.00	Expert Witness					

3. When warranted, overtime will be charged for any non–salary employees. Overtime hours will be billed at 1–1/2 times the individuals charge rate.
4. Direct non–salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at $0.54 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2018, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.
6. Boats with a length of 17 feet and greater shall be billed at a rate of $160 per day. Boats with a length less than 17 feet shall be billed at a rate of $90 per day.

Camden County Joint Development Authority

Board of Directors Meeting
Friday, July 14, 2017
Kingsland North Center Conference Room

Attendee Sign-In Sheet

(Please Print)

Name	Organization	Phone #	Email
ROBBIE CHEEK	TH	674-3119	
Charles Ezelle	TH	667-0850	
Mike Dewell	ESI	912-596-3746	
D Reilly	COSM	510-4039	d.reilly@stmarysga.gov
Sheila Sapp	JDA		
Jill Hilton	T&G		