



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, OCTOBER 10, 2022, 8:30 AM
REGULAR SESSION, TUESDAY, OCTOBER 11, 2022, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session - September 26, 2022 & Regular Session - September 27, 2022

Recommended Action: Approve

Documents:

5. Public Hearing

- a. REZ-2022-16 The Townes at 4443 Bemiss, ~14.1 acres, from C-G & R-A to P-D & C-G, County Utilities

Recommended Action: Board's Pleasure

Documents:

- b. REZ-2022-17 Seckinger Road, ~3.7 acres, E-A to R-1, Well & Septic

Recommended Action: Board's Pleasure

Documents:

6. For Consideration

- a. Laurel Run Subdivision Lift Station Quitclaim Deed

Recommended Action: Approve

Documents:

- b. Beer License - Rushikalaben Patel of Rudra 14, LLC, DBA Bemiss Quick Mart - 4357 Bemiss Rd., Valdosta, GA

Recommended Action: Approve

Documents:

- c. Eagleview Pictometry Agreement between the Lowndes County Board of Assessors and Pictometry International Corp.

Recommended Action: Board's Pleasure

Documents:

- d. Adopt Resolution Accepting Infrastructure for Val Del Estates Subdivision Phase II

Recommended Action: Adopt

Documents:

- 7. Reports - County Manager**
- 8. Citizens Wishing To Be Heard - Please State Your Name and Address**
- 9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-16 The Townes at 4443 Bemiss, ~14.1 acres, from C-G
& R-A to P-D & C-G, County Utilities

DATE OF MEETING: October 11, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: REZ-2022-16 The Townes at 4443 Bemiss, ~14.1 acres, from C-G & R-A to P-D & C-G, County Utilities

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject properties from R-A (Residential Agricultural) to P-D (Planned Development) and C-G (Commercial General) to P-D, and from R-A to C-G zoning. The general motivation, in this case, is for the applicant to create a mixture of residential and commercial sites for development in various stages. The subject property is within the Urban Service Area and Neighborhood Activity Center Character Area, and possesses road frontage on Bemiss Road and Mulligan Road.

If approved for rezoning, the applicant will construct a multi-family residential development on parcels 0145C 182 (Yellow), 0145 181A (Green), and a portion of 0145C 181 (Orange) respectively and a commercial area for future development on the remainder of parcel 0145C 181 (Blue) on the subject property (refer to Rezoning Exhibit).

There is a combined 7.15 acres requesting R-A to P-D zoning, and 1.51 acres requesting C-G to P-D zoning, for a total of 8.66 acres of P-D. (Green + Yellow + Orange)

There are 3.47 acres requesting R-A to C-G zoning (Blue), in addition to the remaining 2.06 acres currently zoned C-G, for a total of 5.56 acres of commercial zoning.

Per Comprehensive Plan Guidance, the proposed zonings are recommended as part of the development strategy and are consistent with the surrounding development patterns along Bemiss Road and Mulligan Road. The TRC had no objectionable comments, and the Planning Commission recommended approval (7-0).

- OPTIONS: 1) Approve
2) Approve with Conditions
3) Table
4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

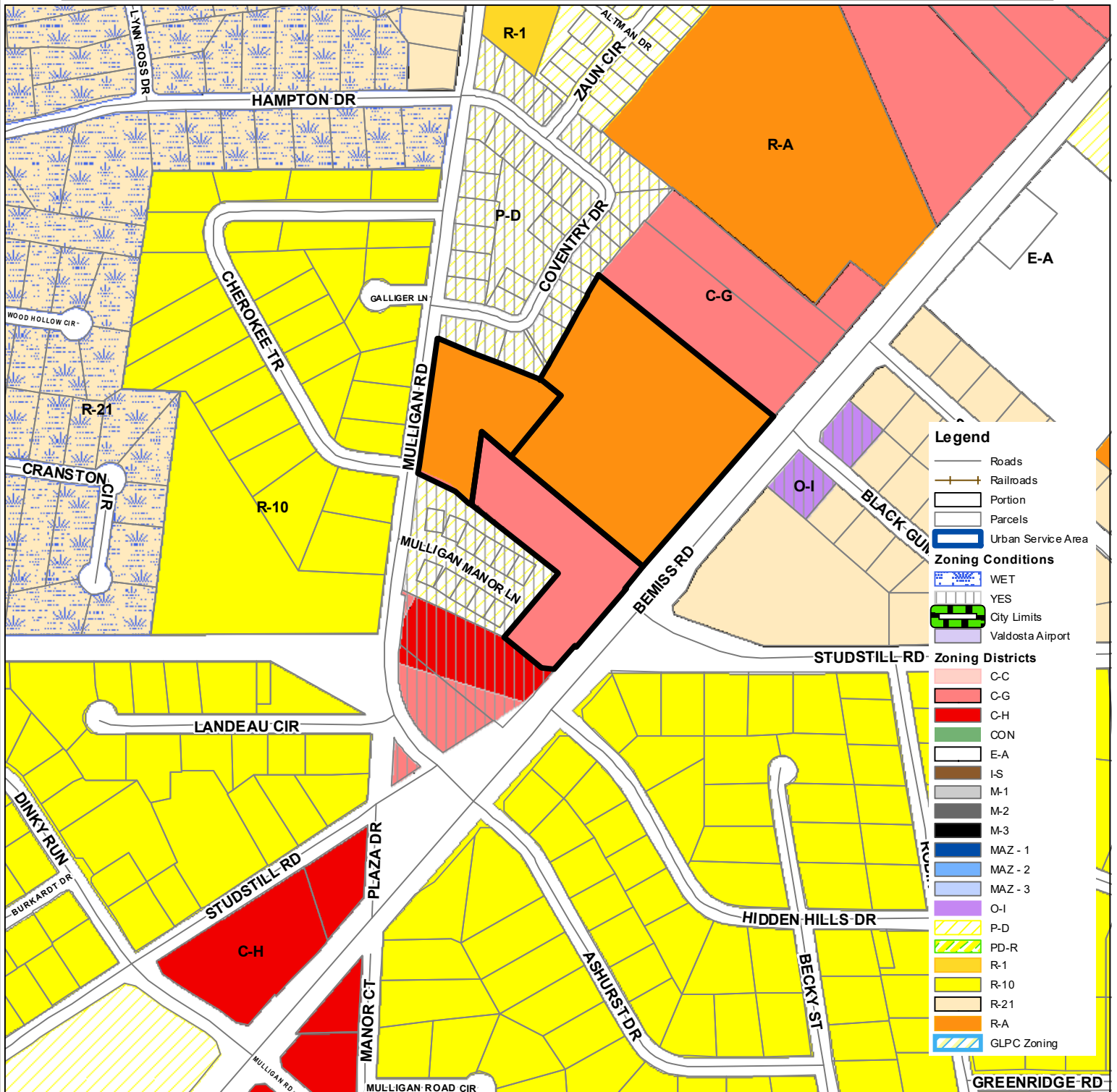
ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

REZ-2022-16

Zoning Location Map

4443 Bemiss Rd
Rezoning Request

CURRENT ZONING: C-G and R-A
PROPOSED ZONING: P-D and C-G



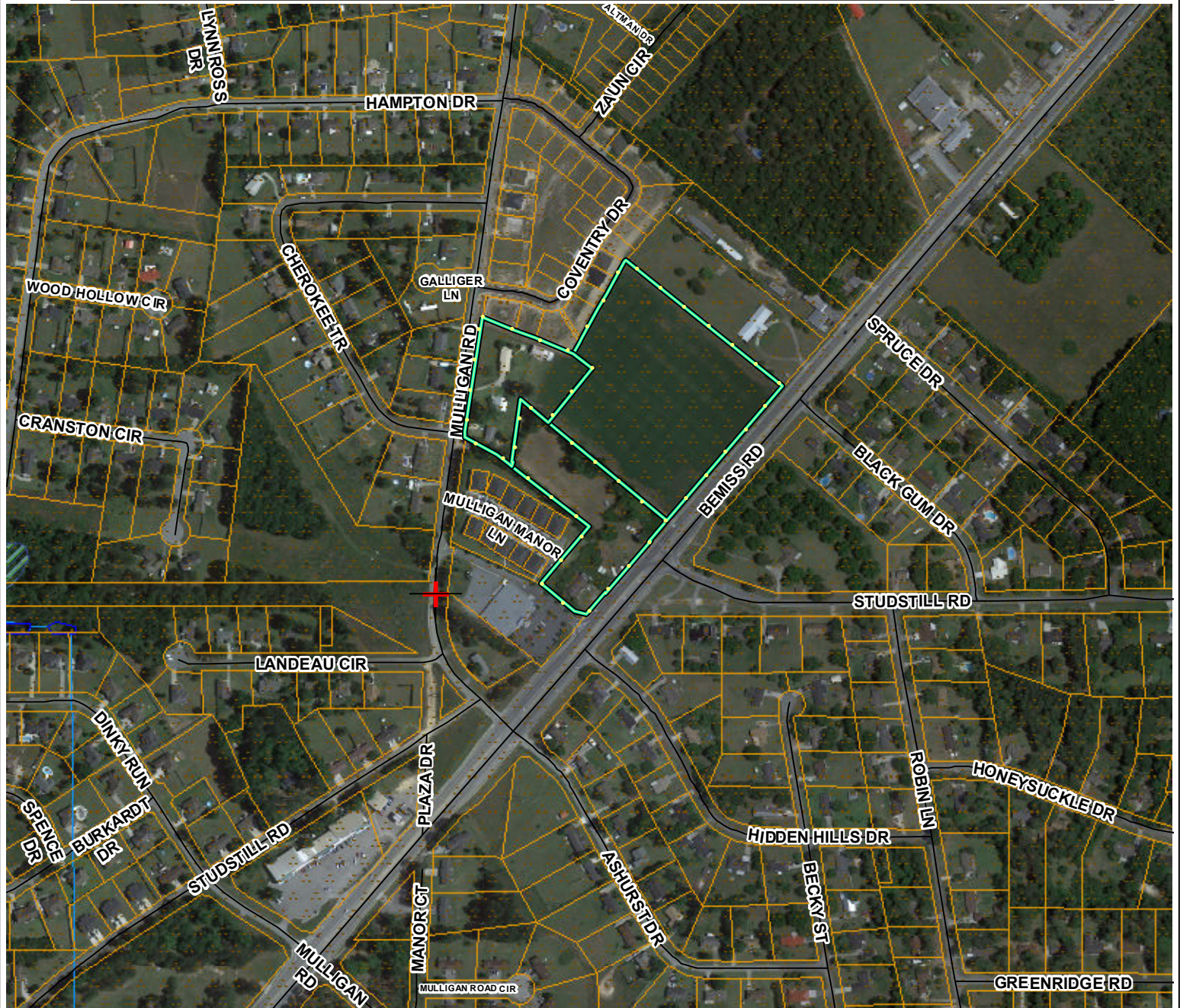
REZ-2022-16

WRPDO Site Map

Legend

- | | |
|--------------------|------------------|
| Roads | Open Water |
| Portion | Valdosta Airport |
| Railroads | Wetlands |
| Park | 100 Yr Flood |
| City Limits | Hydrology |
| Crashzone | Drastic |
| Crashzone West | Recharge Areas |
| Urban Service Area | Parcels |

4443 Bemiss Rd Rezoning Request





September 6, 2022

Electronic Mail to: jdillard@lowndescounty.com

Lowndes County, Planning and Zoning Director
Attn: JD Dillard
327 N. Ashley St
2nd Floor
Valdosta, Georgia 31601

RE: LETTER OF INTENT in relation to Stoker Utilities Application for Rezoning from C-G to P-D, R-A to P-D, and R-A to C-G for the properties located off Bemiss Rd. and Mulligan Rd., Valdosta, Lowndes County, Georgia

I, represent and serve as agent of Stoker Utilities (“Applicant”) in connection with its application for rezoning approval (the “Application”). This Letter of Intent is intended to supplement the Application and be incorporated therein.

The Applicant is seeking Lowndes County approval to rezone the properties commonly known as parcels 0145C 182, 0145C 181, and 0145C 181A located on Bemiss Rd, in Valdosta, Lowndes County, Georgia, from C-G (General Commercial) to P-D (Planned Development), R-A (Residential Agriculture) to P-D (Planned Development), and R-A (Residential Agriculture) to C-G (General Commercial).

Subject Property – General Information

The subject properties total 14.1 acres, including three separate parcels and submitted for plat approval upon Applicant’s purchase of the two additional parcels. Each parcel is described below.

- **Parcel 1 – Bemiss Rd., Lowndes County Parcel No. 0145C 182**

Parcel 1 is an approximately 3.5-acre parcel currently zoned C-G (General Commercial). Parcel 1 borders Parcel 2 on its southern property line and Parcel 3 on its western property line. It is located off Bemiss Rd. and is vacant/undeveloped. Parcel 1 is owned by Stoker Utilities.

- **Parcel 2 – Mulligan Rd., Lowndes County Parcel No. 0145C 181A**

Parcel 2 is an approximately 2.5-acre parcel currently zoned R-A (Residential Agriculture). Parcel 2 borders Parcel 1 on its northern property line and Parcel 3 on its northwestern property line. Parcel 2 is developed with two single-family residences, with 2 barns located to the left and behind one resident. Parcel 2 is owned by Mulligan Manor, LLC, Jason Bailey, and is currently under contract for purchase by Applicant.

- **Parcel 3 – Bemiss Rd., Lowndes County Parcel No. 0145C 181**

Parcel 3 is an approximately 8.1-acre parcel currently zoned R-A (Residential Agriculture). Parcel 3 borders Parcel 1 and Parcel 2 their eastern property lines. Parcel 3 is vacant/undeveloped. Parcel 3 is owned by J and H Investments, LLC, Jason Bailey and is currently under contract for purchase by Applicant.

Proposed Use

If approved for rezoning, Applicant will construct a multi-family residential development on parcels 0145C 182(yellow), 0145 181A(green), and a portion of 0145C 181(orange) respectively and a commercial area for future development on the remainder of parcel 0145C 181 (blue) on the subject property.

Site Plan, Rendering, Building Elevations

Bemiss Road is a main thoroughfare in this region of Lowndes County. Major road improvement plans are proposed for construction at the intersection of Bemiss Road and Studstill Road, which directly impact the subject property. The road improvements to Bemiss Road include the addition of a signal light at the intersection as well as sidewalks which are tied into the development of the subject property.

I, along with Applicant, look forward to working the Community Development team, the Planning Commission, and the County Commission, and are happy to answer any questions or address any concerns.

Sincerely,
Advanced Engineering Services, LLC



Matthew Inman, P.E.
Senior Project Manager

SITE INFORMATION FOR REZONING TO P-D			
PROJECT ADDRESS	4443 BEMISS ROAD		
PARCEL NUMBER	0145C 182, 0145C 181A, 0145C 181		
PARCEL ZONING	TO BE REZONED P-D		
PROJECT AREA	±8.66 AC		
APPROXIMATE IMPERVIOUS AREA	±141,166 SF = 3.24 AC (37%)		
APPROXIMATE OPEN/Common AREA	±192,535 SF = 4.42 AC (51%)		
APPROXIMATE POND/RECREATION AREA	±28,129 SF = 0.65 AC (8%)		
APPROXIMATE RECREATION/ACTIVE USE AREA	±15,000 SF = 0.35 AC (4%)		
BUILDING DATA - 96 TOWNHOMES		BUILDING SQ. FOOTAGE	
(8) 8 UNITS =	64 TOWNHOMES	±7,200 SF (GROUND FLOOR) - 57,600 SF	
(4) 6 UNITS =	24 TOWNHOMES	±5,400 SF (GROUND FLOOR) - 21,600 SF	
(2) 4 UNITS =	8 TOWNHOMES	±3,600 SF (GROUND FLOOR) - 7,200 SF	
BUILDING SETBACK		LANDSCAPE SETBACK	
FRONT	20'-0"	FRONT	0
SIDE	5'-0"	SIDE	0
REAR	30'-0"	REAR	0

PARKING CALCULATIONS:

REQUIRED MINIMUM PARKING STALLS (MULTI-FAMILY DWELLING):
 2 SPACES PER DWELLING UNIT
 96 DWELLING UNITS * 2 SPACES = 192 SPACES REQUIRED

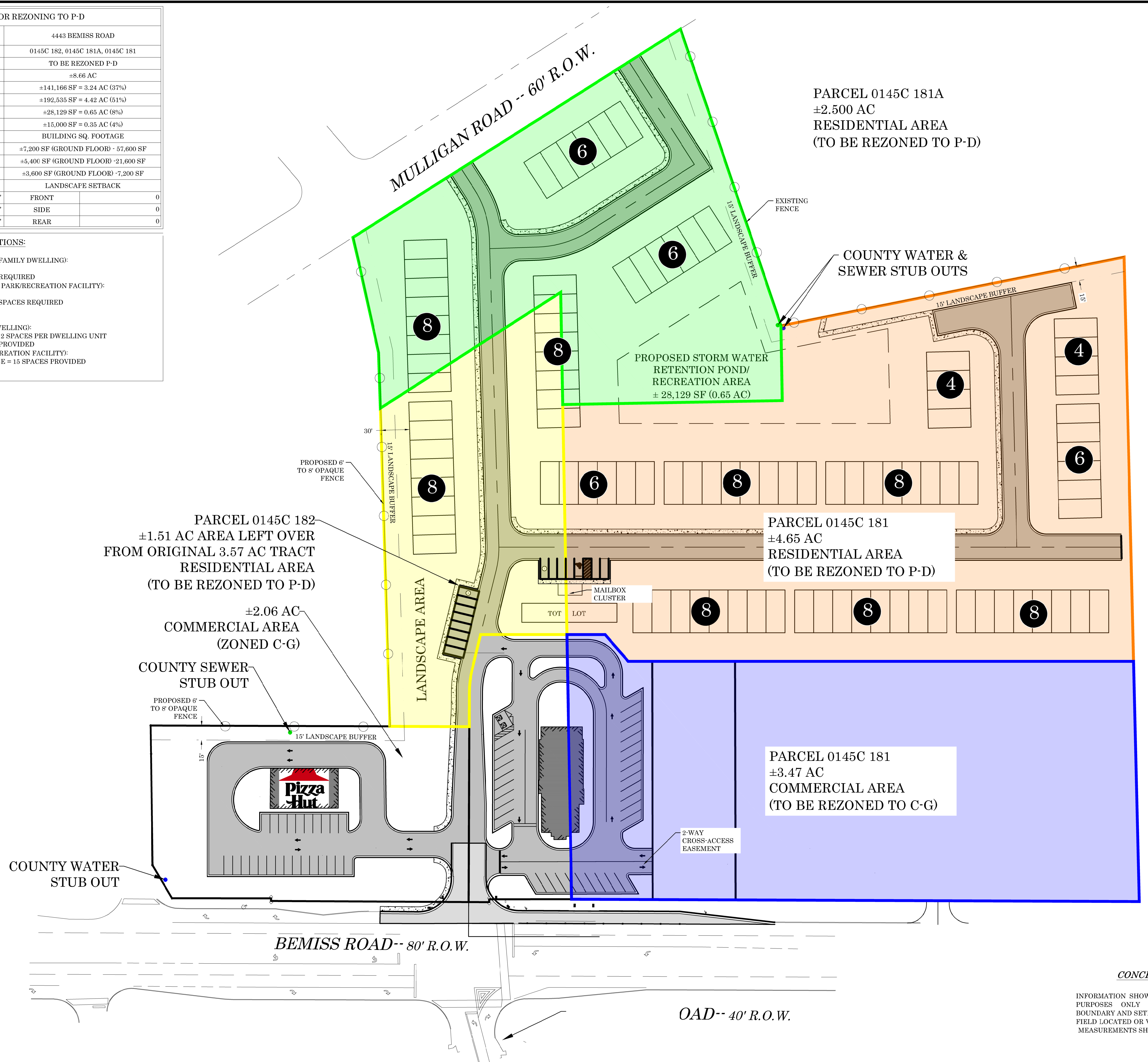
REQUIRED MINIMUM PARKING STALLS (PUBLIC PARK/RECREATION FACILITY):
 1 SPACE PER 1,000 SF OF ACTIVE USE AREA
 ±15,000 SF OF ACTIVE USE AREA / 1,000 SF = 15 SPACES REQUIRED

TOTAL REQUIRED: 207 SPACES TOTAL

PROVIDED PARKING STALLS (MULTI-FAMILY DWELLING):
 1 SPACE IN GARAGE + 1 SPACE IN DRIVEWAY = 2 SPACES PER DWELLING UNIT
 96 DWELLING UNITS * 2 SPACES = 192 SPACES PROVIDED

PROVIDED PARKING STALLS (PUBLIC PARK/RECREATION FACILITY):
 14 STANDARD SPACES & 1 HANDICAPPED SPACE = 15 SPACES PROVIDED

TOTAL PROVIDED: 207 SPACES TOTAL



aes
 Advanced Engineering Services, LLC

ALBANY VALDOSTA
 1741 PHILEMA RD 4560 E VALNORTH DR.
 WARNERSBORO
 110 ATOMBY ST/MAINER DR.
 (800) 416-8136

AES PROJECT NUMBER	
60114	
DATE OF PLANS	
9/22/2022	
REVISIONS	
NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

THE TOWNES AT 4443
 VALDOSTA, GA

THE TOWNES AT 4443 REZONING EXHIBIT

VALDOSTA, LOWNDES COUNTY, GEORGIA

SHEET
 C1.0 OF 1

CONCEPTUAL DISCLAIMER:
 INFORMATION SHOWN ON THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY AND IS NOT FOR CONSTRUCTION. BOUNDARY AND SETBACK INFORMATION SHOWN MAY NOT BE FIELD LOCATED OR VERIFIED AND ARE SUBJECT TO CHANGE. MEASUREMENTS SHOWN ARE BASED ON THIS INFORMATION.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: REZ-2022-17 Seckinger Road, ~3.7 acres, E-A to R-1, Well & Septic

DATE OF MEETING: October 11, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: REZ-2022-17 Seckinger Road, ~3.7 acres, E-A to R-1, Well & Septic

HISTORY, FACTS AND ISSUES: This request represents a change in zoning on approximately 3.7 acres from E-A (Estate Agricultural) zoning to R-1 (Low-Density Residential) zoning, in order for the properties to be reconfigured into ULDC conforming lots.

The current parcels are considered legal non-conforming in their E-A zoning district, along with neighboring E-A parcels in the surrounding area. The subject properties abut R-1 zoning to the east, which were rezoned in 2004 in order to allow the lots to be split for familial ownership.

The subject properties are in the Urban Service Area and Suburban Character Area, with access to and from the properties off Seckinger Road. Per Comprehensive Plan guidance, R-1 zoning is listed as recommended.

The TRC considered the request and had no objectionable comments. Additionally, Staff finds the request consistent with the Comprehensive Plan and existing land use patterns of the area, and the Planning Commission recommends Approval (7-0).

- OPTIONS: 1) Approve
2) Approve with Conditions
3) Table
4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

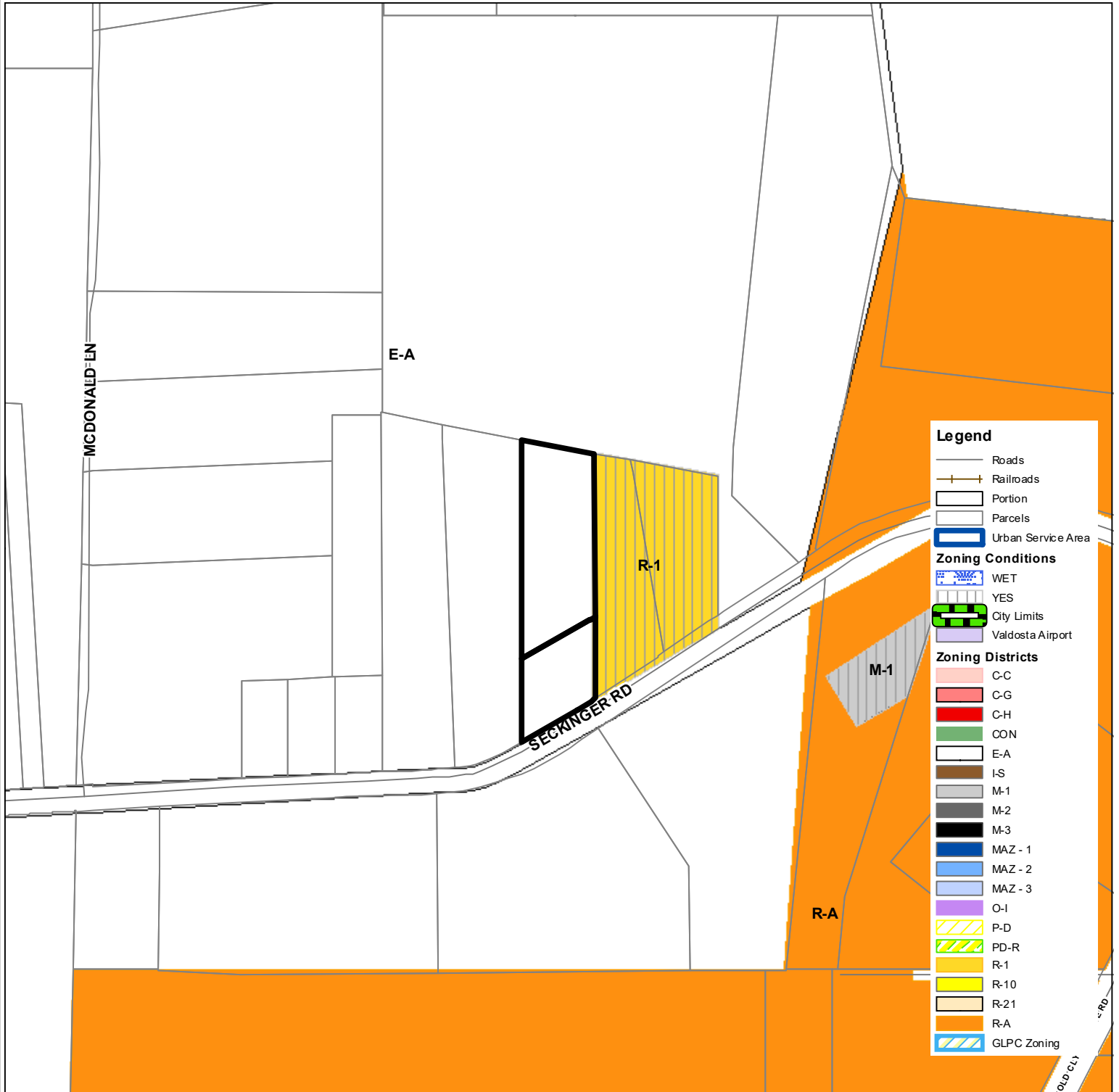
ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

REZ-2022-17

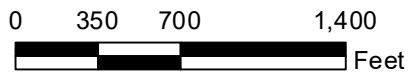
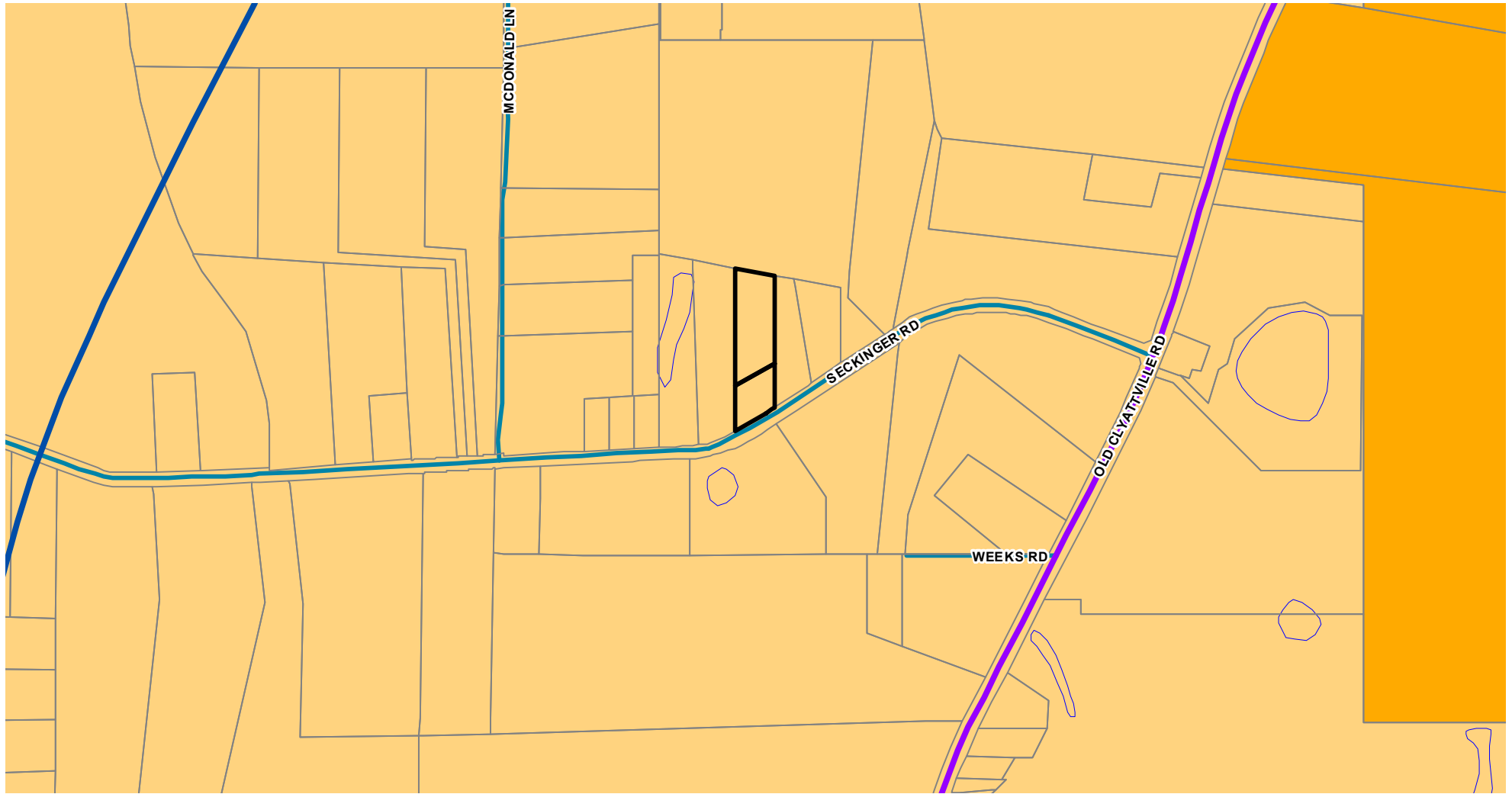
Zoning Location Map

Seckinger Road
Rezoning Request

CURRENT ZONING: E-A
PROPOSED ZONING: R-1



Seckinger Road Rezoning Request



Roads

Functional Classification

- 1, INTERSTATE
- 3, OTHER PRINCIPAL ARTERIAL
- 4, MINOR ARTERIAL
- 5, MAJOR COLLECTOR
- 6, MINOR COLLECTOR
- 7, LOCAL
- Railroads

Urban Service Area

City Limits

Parcels

Open Water

- Portion
- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area
- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerbn Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communication/Utilities

REZ-2022-17

WRPDO Site Map

Legend

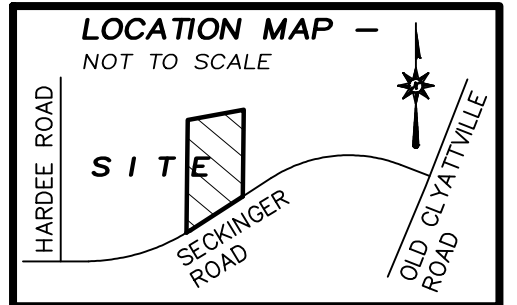
- | | |
|----------------------|--------------------|
| — Roads | □ Open Water |
| □ Portion | ■ Valdosta Airport |
| — Railroads | ▨ Wetlands |
| ■ Park | ■ 100 Yr Flood |
| ■ City Limits | — Hydrology |
| ■ Crashzone | ■ Drastic |
| ■ Crashzone West | ■ Recharge Areas |
| ■ Urban Service Area | ■ Parcels |

Seckinger Road Rezoning Request



NOW OR FORMERLY
WILLIAM F. III & REBECCA L.
STRIPLING PROPERTY
DEED BOOK 6782 PAGE 163
PLAT CABINET B PAGE 1094

ACCORDING TO THE FLOOD INSURANCE RATE MAP
FOR LOWNDES COUNTY, GA & INCORPORATED AREAS
MAP #13185C0325E
EFFECTIVE DATE SEPTEMBER 26, 2008
THIS PROPERTY IS IN FLOOD ZONE "X"
AN AREA DETERMINED TO BE OUTSIDE OF THE
0.2% ANNUAL CHANCE FLOODPLAIN



THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT



BEARINGS ARE
REFERENCED TO
STATE PLANT GRID
NORTH - WEST ZONE.

NOW OR FORMERLY
SHAWN & TERESA PARRISH
PROPERTY
DEED BOOK 4044 PAGE 37
PLAT CABINET A PAGE 3810

RODNEY C. LUKE
PROPERTY
DEED BOOK 6323
PAGE 152
PLAT BOOK 22
PAGE 179
TAX PARCEL
0092 045

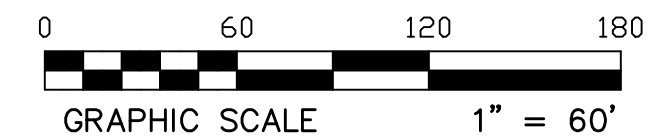
NOW OR FORMERLY
SUE LUKE PROPERTY
DEED BOOK 6726 PAGE 46
PLAT CABINET A PAGE 2702

- *I CERTIFY THAT ALL MEASUREMENTS ARE CORRECT AND WERE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION;
- *THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED WAS MADE USING ELECTRONIC TOTAL STATION. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND PROPERTY CORNER MARKERS. BASED UPON THE REDUNDANT MEASUREMENTS THE POSITIONAL TOLERANCE OF THE PROPERTY CORNERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.25' FOR SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOARD RULE 180-7-.03)
- *THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN 1" IN 293,264'
- *MONUMENT & PIN LOCATIONS ARE AS IDENTIFIED ON THIS PLAT.
- *EQUIPMENT USED: GEOMAX ZOOM90 2" ROBOTIC TOTAL STATION, CHAMPION TKO DUEL FREQUENCY GPS RECEIVER WITH EGPS, INC. REALTIME NETWORK & 100' TAPE.

PLAT OF BOUNDARY RETRACEMENT,
SUBDIVISION & COMBINATION SURVEY of
- DEED BOOK 6918 PAGE 819
- DEED BOOK 6323 PAGE 152
- DEED BOOK 1314 PAGE 65
- PLAT BOOK 22 PAGE 179
- PLAT BOOK 22 PAGE 87
for
CLARENCE L. LUKE JR.

3958 SECKINGER ROAD
LOCATED IN
LAND LOT #22 of the
11th LAND DISTRICT of
LOWNDES COUNTY, GEORGIA
FIELD SURVEY COMPLETED:
11 JULY 2022

PLAT DATE: 12 AUGUST 2022



SURVEY DATA NOTE:
THE SOURCES OF THE TITLE DESCRIPTIONS
FOR THE SUBJECT PROPERTY HEREON ARE:
- DEED BOOK 6918 PAGE 819, GRANTEES
THEREIN ARE CLARENCE L. LUKE, JR. &
MICHAEL S. DeLOACH;
- DEED BOOK 6323 PAGE 152, GRANTEE
THEREIN IS RODNEY C. LUKE; and
- RIGHT OF WAY OF SECKINGER ROAD,
DEED BOOK 1314 PAGE 65, GRANTEE
THEREIN IS LOWNDES COUNTY, GEORGIA.

NOTES

- LOT #1 HEREON IS COMPRISED OF ALL OF LOWNDES COUNTY TAX PARCEL 0092 044 & A PORTION OF TAX PARCEL 0092 045.
- LOT #1 HEREON IS ZONED E-A.
- *MINIMUM FRONT BUILDING SETBACK = 70' FROM THE CENTERLINE OF THE R/W + 1/2 ANY AMOUNT THE R/W EXCEEDS 80'
- *MINIMUM SIDE BUILDING SETBACK = 20'
- *MINIMUM REAR BUILDING SETBACK = 50'
- LOT #1 HEREON IS CURRENTLY SERVED BY AN INDIVIDUAL WELL AND SEPTIC SYSTEM.
- FOR REFERENCE, ANY SETBACK VIOLATIONS (DWELLINGS, ACCESSORY BUILDINGS, SEPTIC SYSTEMS, WELLS, SIGNS, OR SWIMMING POOLS) WILL BE SUBJECT TO ADDITIONAL REGULATIONS, AND POSSIBLY CODE ENFORCEMENT VIOLATIONS, SETBACKS FOR ALMOST ALL ZONING DISTRICTS CAN BE FOUND IN TABLE 401.02(E) OR TABLE 4.06.02(B), OR SECTION 4.06.03(D).
- THIS PLAT OF SUBDIVISION IS APPROVED PURSUANT TO ULDC SECTION 4.01.01 (C) AND MAY BE RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT SOLELY FOR THE PURPOSE OF TRANSFERRING THE ILLUSTRATED PARCEL OR TRACT OF LAND TO THE OWNER OF THE IDENTIFIED ABUTTING LOT FOR THE PURPOSE OF BEING COMBINED WITH AND MADE PART OF SUCH ABUTTING LOT.
- THIS SURVEY WAS PERFORMED AT THE REQUEST OF MR. CLARENCE L. LUKE JR.

STORAGE
BUILDING -
TO BE
DEMOLISHED

AREA "A"
0.629 ACRES
27,420 SQ FT
PART of TAX
PARCEL 0092 045

AREA "B"
0.912 ACRES
39,711 SQ FT
TAX PARCEL
0092 044

LOT #1
1.541 ACRES
TOTAL of AREAs
"A" and "B"

POINT of REFERENCE
NAIL FOUND @ CENTERLINE
INTERSECTION

POINT of BEGINNING

- LEGEND**
- REBAR = CONCRETE REINFORCING BAR
 - R/W or R.O.W. = RIGHT OF WAY
 - PL = PROPERTY LINE
 - T MPL = TAX MAP PARCEL LINE
 - = 5/8" x 18" REBAR PLACED WITH CAP #2284
 - ⊙ = 5/8" IRON REBAR FOUND
 - ⊕ = 1/2" OPEN TOP IRON PIPE FOUND
 - ⊗ = 1" OPEN TOP IRON PIPE FOUND
 - ⊗ = 1" IRON ROD FOUND
 - △ = NAIL FOUND AT CENTELINE INTERSECTION
 - = BOUNDARY LINE SURVEYED
 - - - = RIGHT OF WAY LINE
 - - - = CENTERLINE
 - = CHAIN LINK FENCE
 - - - = TIE LINE - NOT TO SCALE

THE FOLLOWING GOVERNMENT BODIES HAVE APPROVED THIS MAP, PLAT OR PLAN FOR FILING AS INDICATED BY THE RESPECTIVE SIGNATURES BELOW WITH THE DATE OF SIGNATURE.

APPROVED BY DIRECTOR OF ENGINEERING, LOWNDES COUNTY, GEORGIA.
DATE _____ SIGNED _____
DIRECTOR OF ENGINEERING

DATE: _____ SIGNED: _____
LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE
APPROVAL, CHAIRMAN, TECHNICAL REVIEW COMMITTEE

AS REQUIRED BY SUBSECTION (d) of O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

THE APPROVAL SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND IS TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

PRELIMINARY FOR REVIEW 12 AUGUST 2022
STAN FOLSOM GA RLS #2284 DATE



FOLSOM SURVEYING, LLC
ROLAND STAN FOLSOM
GEORGIA RPLS #2284
LSF000218
1309 EDGEWOOD DRIVE
VALDOSTA, GA 31601
229 - 244 - 2920
folsom22@bellsouth.net
www.folsomsurveying.com



23 September 2022

Lowndes County Board of Commissioners
327 North Ashley Street
Valdosta GA 31601

Stan Folsom, GA RLS #2284
1309 Edgewood Drive
Valdosta GA 31601
Office: (229) 244-2920
folsom22@bellsouth.net

Re: Re-zoning of 3.83 Acres comprised of:

**3958 Seckinger Road, Tax Parcel 0092 044, property of Mr. Clarence L. Luke Jr.; and
3946 Seckinger Road, Tax Parcel 0092 045, property of Mr. Rodney C. Luke**

Dear Commissioners;

On behalf of the property owners, Folsom Surveying LLC submits this letter of intent to rezone 3.83 Acres of land from E-A to **R-1 (Low Density Residential (1 acre). This district is intended to provide for single-family residential dwellings on individual lots at a low density of development, consistent with the use of private wells and septic tanks.)**.

3946 & 3958 Seckinger Road are:

1. Located within the Urban Service Area;
2. Located in a "Suburban Area" Character Area;
3. Located on Seckinger Road, which was widened and paved in 1996 to promote growth in the area;
4. Bounded on the east by property Zoned R-1.

Greater Lowndes 2030 Comprehensive Plan:

Goal 7: LAND USE - To ensure the community's anticipated growth occurs in a well-integrated yet organized fashion, which protects our community resources, promotes efficient use of infrastructure and transportation facilities, and supports quality economic development.

Policy 7.6 – A recognizable transition from the Urban to the Rural areas of the community shall be developed.

Objective 7.2.1 – Locate new development within the Urban Service Area.

In summary, I feel that the proposed R-1 Zoning is compatible with both the goals of the Comprehensive Plan and with the Seckinger Road area.

Thank you for your consideration.

Sincerely;
Stan Folsom, GA RLS #2284

Folsom Surveying LLC – Land Surveying & Related Professional Services
1309 Edgewood Drive – Valdosta, GA 31601
Stan Folsom RLS #2284
Office Phone
229-244-2920
folsom22@bellsouth.net

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Laurel Run Subdivision Lift Station Quitclaim Deed

DATE OF MEETING: October 11, 2022

Work Session/Regular Session

BUDGET IMPACT: \$0

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Laurel Run Subdivision Lift Station Quitclaim Deed

HISTORY, FACTS AND ISSUES: The County has a lift station located within Laurel Run Subdivision depicted on the attached plat and aerial photograph. The title is currently vested in Laurel Run Property Owner's Association, Inc. The Property Owner's Association has signed and delivered the attached Quitclaim Deed of the parcel to the County. Staff recommends the County accepts the Quitclaim Deed and directs the County Attorney to have it recorded.

OPTIONS: 1. Accept the Quitclaim Deed and direct the County Attorney to have it recorded.
2. Redirect

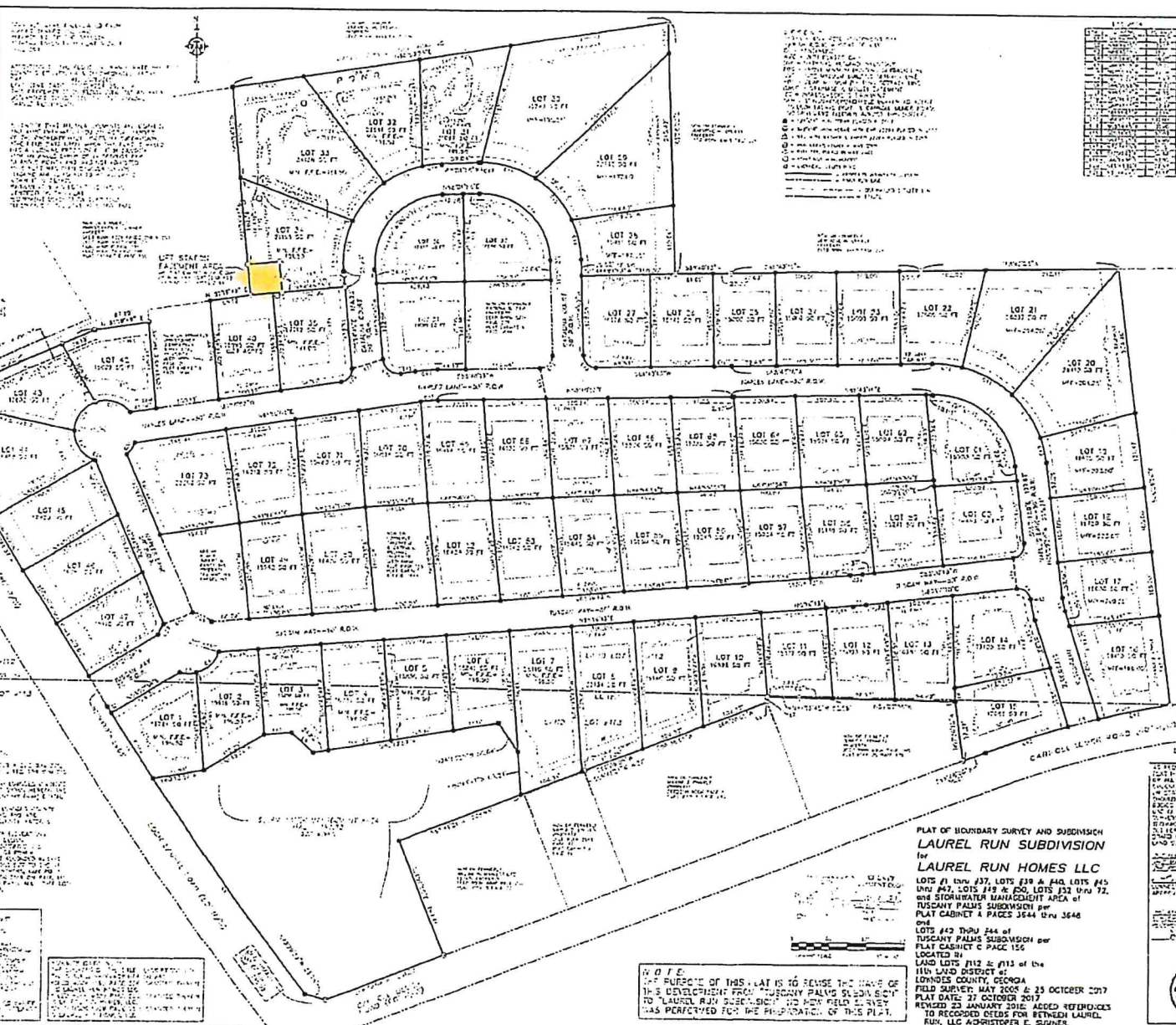
RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

1. ALL LOTS ARE TO BE CONVEYED BY DEED.
 2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.
 4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
 5. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE.
 6. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.
 7. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.
 8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.
 9. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.
 10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.



LOT NO.	AREA	ACRES	PERCENTAGE
1	10000.00	0.23	3.19
2	10000.00	0.23	3.19
3	10000.00	0.23	3.19
4	10000.00	0.23	3.19
5	10000.00	0.23	3.19
6	10000.00	0.23	3.19
7	10000.00	0.23	3.19
8	10000.00	0.23	3.19
9	10000.00	0.23	3.19
10	10000.00	0.23	3.19
11	10000.00	0.23	3.19
12	10000.00	0.23	3.19
13	10000.00	0.23	3.19
14	10000.00	0.23	3.19
15	10000.00	0.23	3.19
16	10000.00	0.23	3.19
17	10000.00	0.23	3.19
18	10000.00	0.23	3.19
19	10000.00	0.23	3.19
20	10000.00	0.23	3.19
21	10000.00	0.23	3.19
22	10000.00	0.23	3.19
23	10000.00	0.23	3.19
24	10000.00	0.23	3.19
25	10000.00	0.23	3.19
26	10000.00	0.23	3.19
27	10000.00	0.23	3.19
28	10000.00	0.23	3.19
29	10000.00	0.23	3.19
30	10000.00	0.23	3.19
31	10000.00	0.23	3.19
32	10000.00	0.23	3.19
33	10000.00	0.23	3.19
34	10000.00	0.23	3.19
35	10000.00	0.23	3.19
36	10000.00	0.23	3.19
37	10000.00	0.23	3.19
38	10000.00	0.23	3.19
39	10000.00	0.23	3.19
40	10000.00	0.23	3.19
41	10000.00	0.23	3.19
42	10000.00	0.23	3.19
43	10000.00	0.23	3.19
44	10000.00	0.23	3.19
45	10000.00	0.23	3.19
46	10000.00	0.23	3.19
47	10000.00	0.23	3.19
48	10000.00	0.23	3.19
49	10000.00	0.23	3.19
50	10000.00	0.23	3.19
51	10000.00	0.23	3.19
52	10000.00	0.23	3.19
53	10000.00	0.23	3.19
54	10000.00	0.23	3.19
55	10000.00	0.23	3.19
56	10000.00	0.23	3.19
57	10000.00	0.23	3.19
58	10000.00	0.23	3.19
59	10000.00	0.23	3.19
60	10000.00	0.23	3.19
61	10000.00	0.23	3.19
62	10000.00	0.23	3.19
63	10000.00	0.23	3.19
64	10000.00	0.23	3.19
65	10000.00	0.23	3.19
66	10000.00	0.23	3.19
67	10000.00	0.23	3.19
68	10000.00	0.23	3.19
69	10000.00	0.23	3.19
70	10000.00	0.23	3.19
71	10000.00	0.23	3.19
72	10000.00	0.23	3.19

THE STORM WATER MANAGEMENT AREA AS SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.

NOTES -
 1. ALL LOTS ARE TO BE CONVEYED BY DEED.
 2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.
 4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
 5. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE.
 6. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.
 7. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.
 8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.
 9. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.
 10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS.

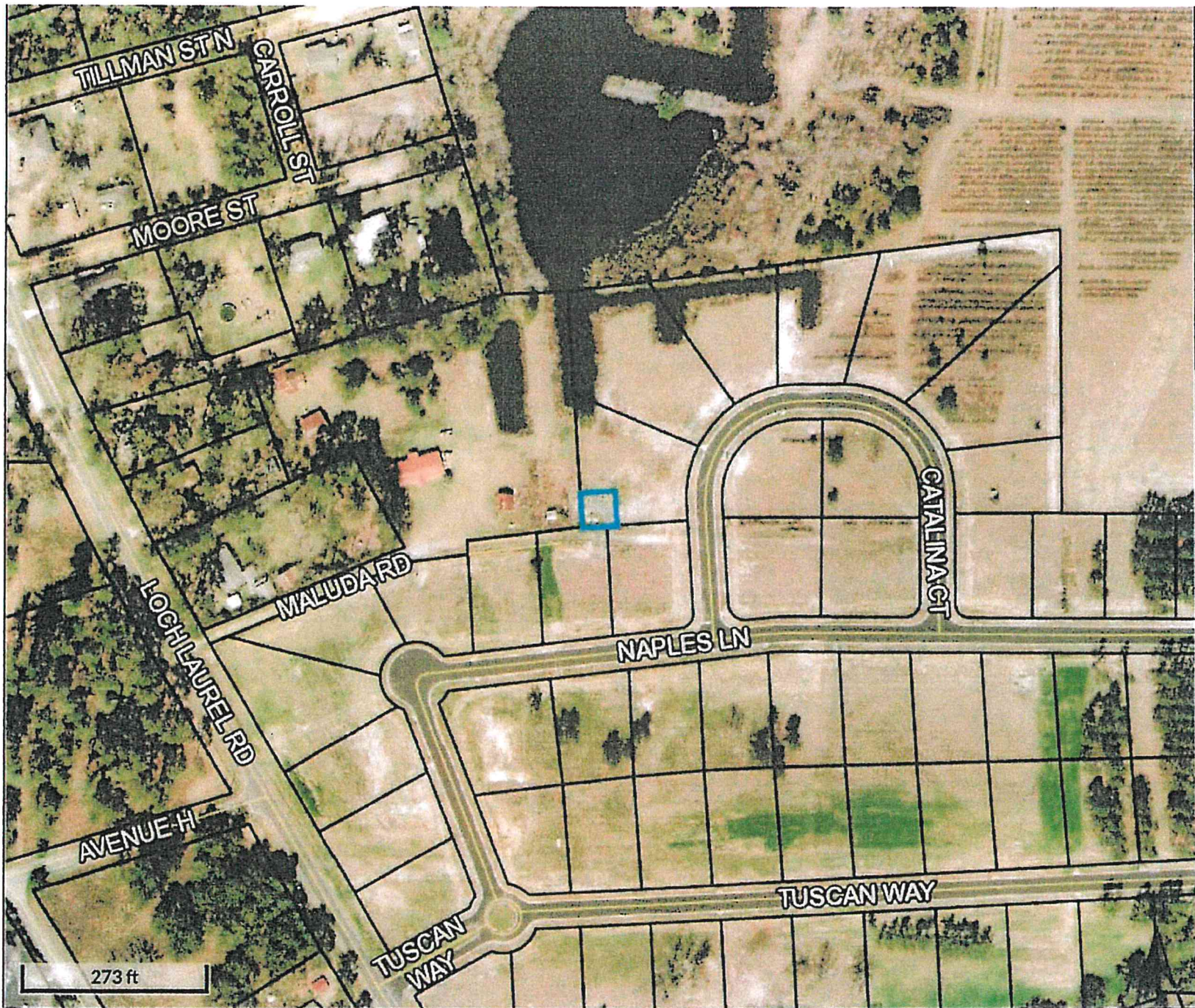
ACCORDING TO:
 1. THE RECORDS OF THE COUNTY CLERK OF LYNDS COUNTY, GEORGIA.
 2. THE RECORDS OF THE COUNTY CLERK OF LYNDS COUNTY, GEORGIA.
 3. THE RECORDS OF THE COUNTY CLERK OF LYNDS COUNTY, GEORGIA.
 4. THE RECORDS OF THE COUNTY CLERK OF LYNDS COUNTY, GEORGIA.
 5. THE RECORDS OF THE COUNTY CLERK OF LYNDS COUNTY, GEORGIA.

NOTE:
 THE PURPOSE OF THIS PLAT IS TO REVISE THE NAME OF THE DEVELOPMENT FROM "TUSCANY PALMS SUBDIVISION" TO "LAUREL RUN SUBDIVISION" TO BEHOLD FIELD'S DESIGN WAS PERFORMED FOR THE PREPARATION OF THIS PLAT.

PLAT OF BOUNDARY SURVEY AND SUBDIVISION
for
LAUREL RUN SUBDIVISION
for
LAUREL RUN HOMES LLC
 LOTS #1 THRU #37, LOTS #39 & #40, LOTS #45 THRU #47, LOTS #48 & #50, LOTS #52 THRU #72, THE STORMWATER MANAGEMENT AREA OF TUSCANY PALMS SUBDIVISION BY PLAT CABINET A PAGES 3644 THRU 3648 AND LOTS #42 THRU #44 OF TUSCANY PALMS SUBDIVISION BY PLAT CABINET C PAGE 156 LOCATED IN LAND LOTS #115 & #113 OF THE 11th LAND DISTRICT OF LYNDS COUNTY, GEORGIA.
 FIELD SURVEY: MAY 2006 & 23 OCTOBER 2017
 PLAT DATE: 27 OCTOBER 2017
 REVISED 23 JANUARY 2018; ADDED REFERENCES TO RECORDED DEEDS FOR BETWEEN LAUREL RUN, LLC AND CHRISTOPHER E. SUMNER.

I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF GEORGIA AND THAT I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED A FIELD SURVEY AND PREPARED THIS PLAT IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

CHRISTOPHER E. SUMNER
 LICENSE NO. 1311
 1311 HASTINGS DRIVE
 DUNWOODY, GA 30118
 770-241-4220
 C.E.SUMNER@GMAIL.COM



TILLMAN ST N

CARROLL ST

MOORE ST

LOCH LAUREL RD

AVENUE H

MALUDARD

NAPLES LN

CATALINACT

TUSCAN WAY

TUSCAN WAY

273 ft

Return Recorded Document To:
Elliott, Blackburn & Gooding, PC
3016 N. Patterson Street
Valdosta, GA 31602

QUIT-CLAIM DEED

STATE OF GEORGIA
LOWNDES COUNTY

THIS INDENTURE made as of the 30th day of August, 2022, between LAUREL RUN PROPERTY OWNER'S ASSOCIATION, INC., a Georgia nonprofit corporation ("Grantor"), and LOWNDES COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Grantee"), "Grantor" and "Grantee" to include their respective successors, legal representatives, and assigns where the context requires or permits;

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does remise, release, and forever QUIT-CLAIM unto Grantee all the right, title, interest, claim, or demand which the Grantor has or may have had in and to the following described real property, to wit:

All that tract or parcel of land situate, lying and being in Land Lot 113 in the 11th Land District of Lowndes County, Georgia, being the "Lift Station Easement Area" identified on that certain map or plat or survey of Laurel Run Subdivision recorded in Plat Cabinet C, Page 210, Lowndes County, Georgia, deed records.


With all and singular the rights, members, and appurtenances to said described property in anyway appertaining and belonging.

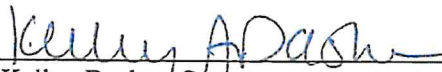
TO HAVE AND TO HOLD the said described property to Grantee, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid described property, or its appurtenances or any part thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument by and through its authorized representatives the day and year first above written.


GRANTOR:

LAUREL RUN PROPERTY OWNER'S
ASSOCIATION, INC.

By: 
Shad Dean, CEO

Attest: 
Kelley Dasher, Secretary

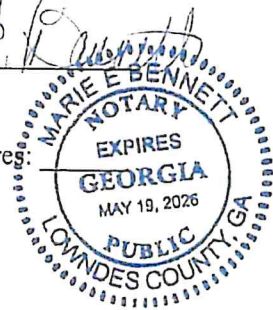
Signed, sealed and delivered
in the presence of:


Witness


Notary Public

My commission expires:

(AFFIX SEAL)



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer License - Rushikalaben Patel of Rudra 14, LLC, DBA Bemiss
Quick Mart - 4357 Bemiss Rd., Valdosta, GA

DATE OF MEETING: October 11, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Beer License - Rushikalaben Patel of Rudra 14, LLC, DBA Bemiss Quick Mart
- 4357 Bemiss Rd., Valdosta, GA

HISTORY, FACTS AND ISSUES: Rushikalaben Patel of Rudra 14, LLC, DBA Bemiss Quick Mart - 4357 Bemiss Rd., Valdosta, GA, is requesting a license for the sale of beer for consumption off premises. This is due to a change of ownership. The ordinance and guidelines for the approval of the license have been met. All forms are attached and upon approval by the Board, the license will be granted.

OPTIONS: 1. Approval of the Beer License
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

#01357911

Alcoholic Beverage License Application
Lowndes County Board of Commissioners
Finance Department – Licensing Division

Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.

1. TYPE OF LICENSE(S) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

RUDRA 14 LLC

3. Applicant's Business or Trade Name (if different than official legal name):

DBA Bemiss Quick MART

✓ 4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

om shree LLC dba Big feet

707 S. Patterson St Valdosta GA. 31601

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

Rushikalaben Patel

6. Street Address of establishment for which license is sought:

4357 Bemiss Rd.

Valdosta, GA 31605

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

SAME AS #6

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

Convenience store with gas beer off premise

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: New Covenant Church, 3531 Bemiss Rd

School, college or other educational facility or grounds: Highland Christian Academy
4023 Pine Grove Rd. Valdosta, GA 31605

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months? [] YES NO
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? [] YES NO
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license: [] Individual [] Partnership
[] Joint Venture [] Corporation
[] Firm [] Association
 Limited Liability Company (LLC)
[] Other: _____

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

Rushikalaben Patel (100%) 1455 Green St. Apt. B.
Member Name Address Valdosta, GA 31605

NA
Member Name Address

NA
Member Name Address

NA
Manager Name Address

NA
Manager Name Address

NA
Officer Name Address

NA
Officer Name Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

NA
Name Address

NA
Name Address

NA
Name Address

NA
Name Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [] YES NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [] YES NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A) YES [] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

Business purchased from unrelated party
Rajesh Patel

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?

YES [] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D) YES [] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Rushikalaben Patel of Rudra 14 LLC, is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1st and expiring December 31st, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 525.00 RP [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

R. P. Patel.
Signature of Individual Making this Application

Sworn to and subscribed before me
this 25th day of August, 2022.

Date: 8-25-22

[Signature]
Notary Public

My commission expires: Nov. 28, 2022



ATTACHMENT B

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form of secure and verifiable document: DL - GA.

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Valdosta (city), Georgia (state).

R. P. Patel
Signature of Applicant

Rushikalaben Patel
Printed Name of Applicant

Sworn to and subscribed before me this 25th day of August 20 22.

[Signature]
Notary Public

My commission expires: NOV. 28, 2022



ATTACHMENT D

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90.

R.P. Patel

Signature of Exempt Private Employer

Rushikalaben Patel

Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on August 25th, 2022 in Valdosta (city), GA (state).

R.P. Patel

Signature of Authorized Officer or Agent

Rushikalaben Patel

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 25th day of August 2022

Surfact

Notary Public

My commission expires: NOV. 28, 2022



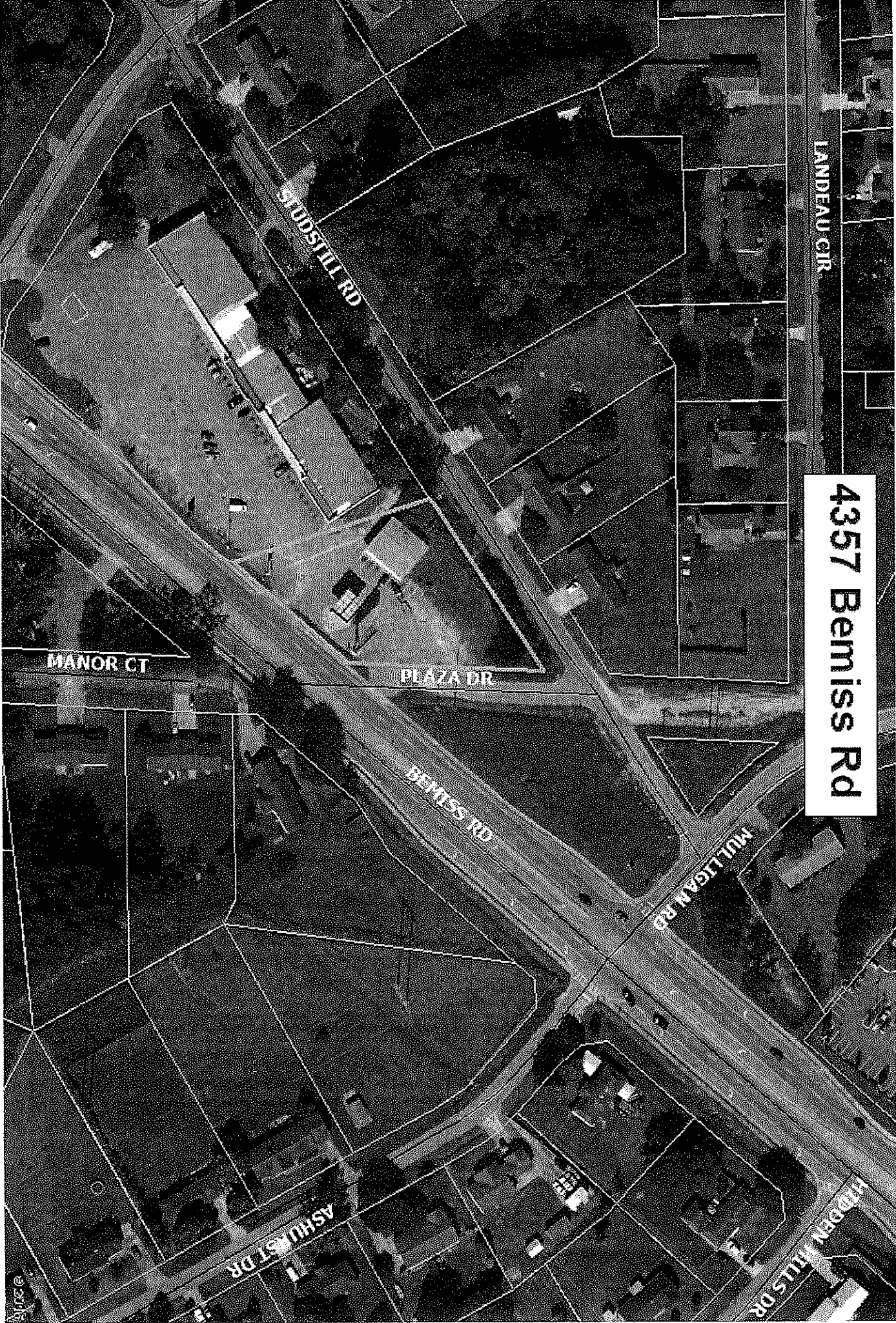
APPENDIX A

FEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00 125.00
(b) Retail Dealer – Off Premises Consumption (Wine)	\$500.00
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	\$250.00
(e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	\$675.00
(f) Retail Consumption Dealer – Consumption on Premises (Wine)	\$675.00
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00
(h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)	\$250.00
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverage without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00
(n) Wholesaler – Distilled Spirits without warehousing in Lowndes County	\$100.00
(o) Alcoholic Beverage Catering License	\$250.00
2. Event Permit (issued to alcoholic beverage caterer licensed by the County)	\$50.00
3. Event Permit (issued to alcoholic beverage caterer licenses by a municipality or county in Georgia other than the County)	\$50.00
4. Administration Fee	\$150.00

4357 Bemiss Rd



Lorraine Taylor

From: Mindy Bates
Sent: Monday, September 26, 2022 3:55 PM
To: Lorraine Taylor
Subject: FW: DISTANCE CHECK

From: Ken Carter <kcarter@lowndescounty.com>
Sent: Monday, September 26, 2022 3:49 PM
To: Mindy Bates <mbates@lowndescounty.com>
Subject: RE: DISTANCE CHECK

Nearest church:

Gonwood church of Christ
4030 Mulligan Road
Valdosta, Georgia 31605
Distance 659 feet

Nearest School:

Highland Christian Academy
4023 Pine Grove Road
Valdosta, Georgia 31605
Distance 1.8 miles

From: Lorraine Taylor <ltaylor@lowndescounty.com>
Sent: Monday, September 26, 2022 11:06 AM
To: Mindy Bates <mbates@lowndescounty.com>
Subject: DISTANCE CHECK

COULD I PLEASE GET A DISTANCE CHECK FOR:

RUDRA 14, LLC. DBA BEMISS QUICK MART
4357 BEMISS RD.

VALDOSTA, GA 31605

THANKS,

Lorraine Taylor
Lowndes County Board of Commissioners
Finance Dept.
Phone 229-671-2535
Fax 229-671-3410
ltaylor@lowndescounty.com

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Eagleview Pictometry Agreement between the Lowndes County Board of Assessors and Pictometry International Corp.

DATE OF MEETING: October 11, 2022

Work
Session/Regular
Session

BUDGET IMPACT: First Project - Years 1-3, \$39,979.33 per year.

Second Project - Years 4-6 \$40,310.67 per year.

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Pictometry Agreement

HISTORY, FACTS AND ISSUES: To my knowledge, the last flyover in Lowndes County for area imagery was performed in 2007.

EagleView provides high-resolution Pictometry, oblique aerial imagery of the entire Local Authority area to help accelerate and improve the accuracy of planning, remote valuation, and decision making. This imagery will be available, not only to the Assessor's office, but to other departments, as well as the public.

This imagery can assist our office in saving time and money by reducing some of the on-site field inspections, especially for rural, hard-to-access properties. With the tools provided, we can measure area, height, length, width, distance, elevation, and more on residential, commercial, and agricultural structures. With the additional ChangeFinder datasets, we can see property changes over the years, including new construction, additions, and demolitions.

This is a six (6) year agreement, which is composed of two projects (new areal imagery), each project consisting of three (3) years.

OPTIONS: 1. Approve the agreement between the Board of Assessors and Pictometry International Corp.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Board of Assessors

DEPARTMENT HEAD: Lisa Bryant

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 BOARD OF TAX ASSESSORS OF LOWNDES COUNTY, GA (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Map(s)

Appendix 2

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS
302 N. Patterson Street
Valdosta, GA 31603
Attn: Lisa Bryant, Chief Appraiser
Phone: (229) 671-2840

PICTOMETRY NOTICE ADDRESS
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093 Fax: (585) 486-0098

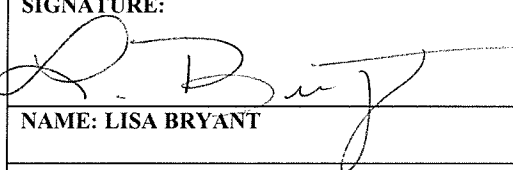
Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
BOARD OF TAX ASSESSORS OF LOWNDES COUNTY, GA	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE: 	SIGNATURE:
NAME: LISA BRYANT	NAME:
TITLE: CHIEF APPRAISER	TITLE:
DATE: 9-30-22	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

Approved by:

BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GA

By: _____

Bill Slaughter, Chairman

Attest: _____

Belinda C. Lovern

Date: _____

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, New York 14623

ORDER #
C27254802

BILL TO
Board of Tax Assessors of Lowndes County, GA
Lisa Bryant, Chief Appraiser
302 N. Patterson Street
Valdosta, GA 31603
(229) 671-2840
lbryant@lowndescounty.com

SHIP TO
Board of Tax Assessors of Lowndes County, GA
Lisa Bryant, Chief Appraiser
302 N. Patterson Street
Valdosta, GA 31603
(229) 671-2840
lbryant@lowndescounty.com

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A406598	KLamo	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT¹
469	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 160.00	\$ 144.00 (10% - Long Term Incentive Discount)	\$ 67,536.00
82	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 29,520.00
49,700	Building Outline Creation; Digital Parcel File Provided	Building outlines are created from the most-nadir single-frame orthogonal image in a specified, Pictometry imagery source. Pictometry delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Data Source – Base:</i> Pictometry Imagery <i>Data Source Year – Base:</i> 2023 <i>Data Source – Comparison:</i> N/A	\$ 0.39		\$ 19,383.00

		<p><i>Data Source Year – Comparison:</i> N/A</p> <p><i>Deck Identification:</i> Included in Building Outlines <i>Regional Status Report Requested:</i></p> <p><i>Modified Technical Specifications:</i></p> <p><i>Parameter Changes</i> Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).</p>			
1	FutureView Adv Training	<p>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 2,499.00		\$ 2,499.00
1	ChangeFinder - Project Fee	<p>This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 1,000.00		\$ 1,000.00
551	Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover</p>	\$ 0.00		\$ 0.00
3	Pictometry Connect - CA - 50	<p>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters: <i>Admin User Name:</i> Lisa Bryant <i>Admin User Email:</i> lbryant@lowndescounty.com</p>	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	<p>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$ 0.00		\$ 0.00

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
SUBTOTAL					\$119,938.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
469	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 160.00	\$ 144.00 (10% - Long Term Incentive Discount)	\$ 67,536.00
82	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 29,520.00
49,700	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Data Source – Base:</i> Pictometry Outlines <i>Data Source Year – Base:</i> 2023 <i>Data Source – Comparison:</i> Pictometry Imagery <i>Data Source Year – Comparison:</i> 2026 <i>Deck Identification:</i> Included in Building Outlines <i>Regional Status Report Requested:</i> <i>Modified Technical Specifications:</i> <i>Parameter Changes</i>	\$ 0.41		\$ 20,377.00

		Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).			
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$ 2,499.00		\$ 2,499.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$ 1,000.00		\$ 1,000.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement Product Parameters: <i>Admin User Name:</i> Lisa Bryant <i>Admin User Email:</i> lbryant@lowndescounty.com	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00
551	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Pictometry CONNECT Assessment	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been	\$ 5,000.00	\$ 0.00 (100%)	\$ 0.00

		licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.		
		Applicable Terms and Conditions: Online Services General Terms and Conditions		
			SUBTOTAL	\$120,932.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 240,870.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:

FIRST PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:

GA Lowndes (Primary)

SECOND PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:

GA Lowndes (Primary)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$9,994.84
Due at initial shipment of imagery	\$29,984.50
Due at First Anniversary of Shipment of Imagery	\$39,979.33
Due at Second Anniversary of Shipment of Imagery	\$39,979.33
Total Payments	\$119,938.00

SECOND PROJECT

Due at initial shipment of imagery	\$40,310.67
Due at First Anniversary of Shipment of Imagery	\$40,310.67

Due at Second Anniversary of Shipment of Imagery
Total Payments

\$40,310.66
\$120,932.00

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding **200 square miles** will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** [NOT APPLICABLE]
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Except with respect to Customer’s payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A “Force Majeure Event” means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Georgia, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Georgia in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
4. The term of this Agreement shall be six (6) years from the Effective Date.
5. Notwithstanding anything herein to the contrary, per OCGA § 36-60-13 (a), (a) this Agreement shall terminate absolutely and without further obligation on the part of Customer at the close of the fiscal year in which it was executed and at close of each succeeding fiscal year for which it may be renewed, (b) this Agreement shall automatically renew up until the end of the term defined within Paragraph 4 of this Section C unless Customer notifies Pictometry in writing ninety (90) days prior to the close of the then current fiscal year that the Agreement shall terminate, and (c) title to any supplies, materials, equipment, or other personal property shall remain in Pictometry until fully paid for by Customer, which for the avoidance of doubt excludes the Licensed Content and Pictometry Software.
6. Notwithstanding anything herein to the contrary, Customer's payments to Pictometry shall be due thirty (30) days following date of the invoice by Pictometry to Customer.
7. Notwithstanding anything herein to the contrary, this Agreement shall not limit Customer's obligations to comply with the Georgia Open Records Act codified at OCGA § 50-18-70, et seq.
8. Notwithstanding anything herein to the contrary, this Agreement shall not limit Customer's obligations under applicable record retention requirements and policies.
9. Notwithstanding anything herein to the contrary, Pictometry warrants the functions contained in or provided by the Pictometry software will meet the specifications within the Agreement and Pictometry will use reasonable efforts to correct any defects in the Delivered Content.
10. Notwithstanding anything herein to the contrary, in the event of a breach of this Agreement by Pictometry, Customer shall have the right to recover damages that flow directly from the breach not to exceed the aggregate of the amount received by Pictometry pursuant to this Agreement.
11. This Agreement is subject to Appendix 2 attached hereto and incorporated herein.

[END OF NON-STANDARD TERMS AND CONDITIONS]

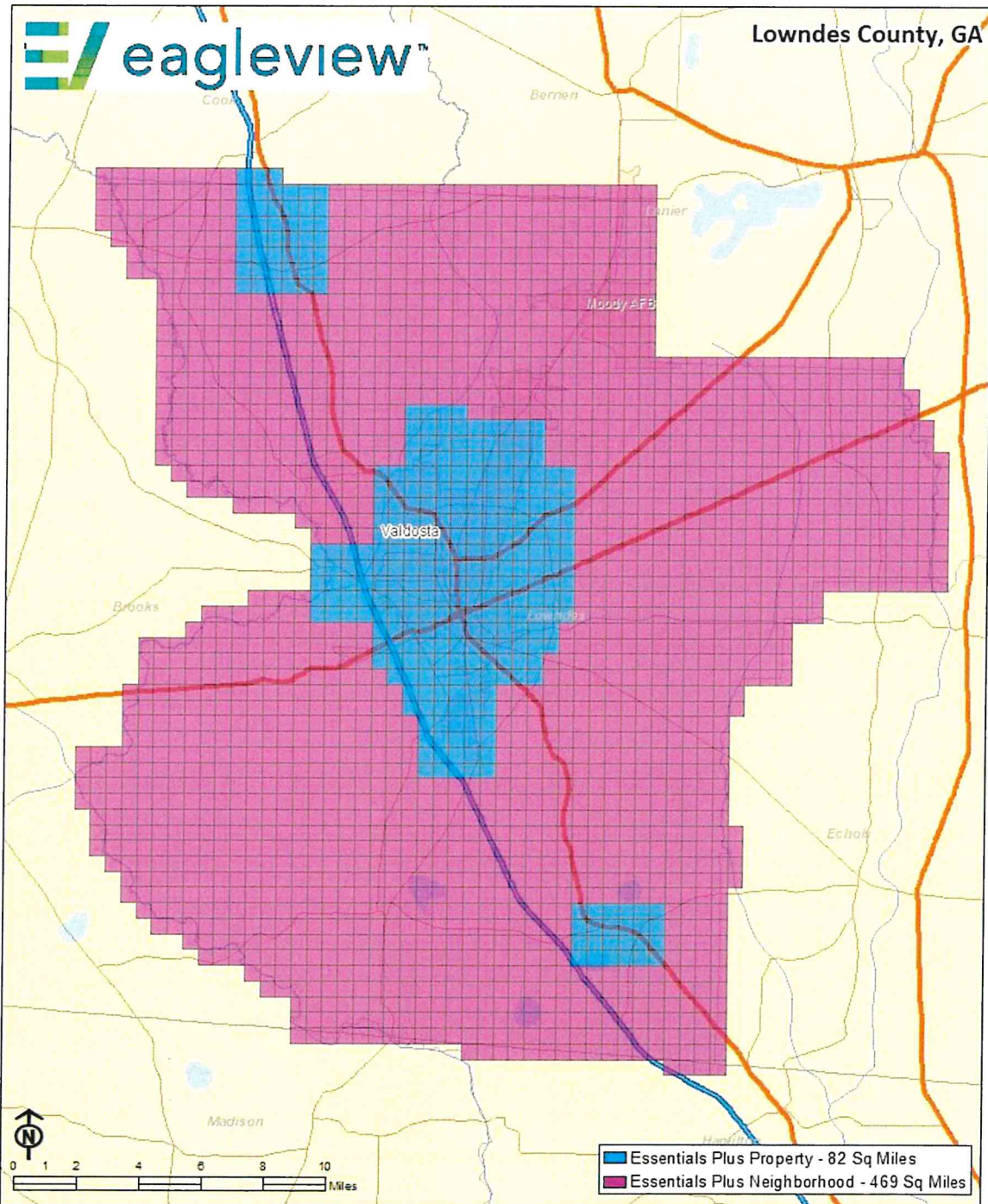
Essentials+ Neighborhood deliverables

Product	Essentials+ Neighborhood
Orthomosaic Specifications	<ul style="list-style-type: none"> 9. Typical Positional Horizontal Accuracy: 1m at a 95% confidence level 10. Fully automated photogrammetric orthomosaic. Imagery may contain seamlines <ul style="list-style-type: none"> • Project-wide color and contrast balancing
Oblique Imagery	Nominal 6in GSD oblique imagery or better: <ul style="list-style-type: none"> 11. Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: <ul style="list-style-type: none"> • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: <ul style="list-style-type: none"> • Nominal 6in GSD Access Methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> • Nominal 6in GSD Projection/Coordinate System: <ul style="list-style-type: none"> • Customer Selectable Datum: <ul style="list-style-type: none"> • Customer Selectable File Format: <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho Frame Imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S)



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adopt Resolution Accepting Infrastructure for Val Del Estates
Subdivision Phase II

DATE OF MEETING: October 11, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Adopt Resolution Accepting Infrastructure for Val Del Estates Subdivision
Phase II

HISTORY, FACTS AND ISSUES: Val Del Estates Subdivision Phase II is located on Val Del Road and consists of 24 lots. The commission previously approved Phase I and III, and the developer submitted a letter asking that Phase II be accepted. Engineering and Utilities staff have made the final inspections of the construction of Phase II and all work is complete. All paperwork and payments have been completed.

OPTIONS: 1. Adopt the Resolution accepting Val Del Estates Phase II.
2. Redirect.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Adopt

RESOLUTION

WHEREAS, the developer, Gary Weaver has completed improvements on Val Del Estates Subdivision Phase II; and

WHEREAS, Gary Weaver has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, Engineering Services and Utilities has inspected the improvements;

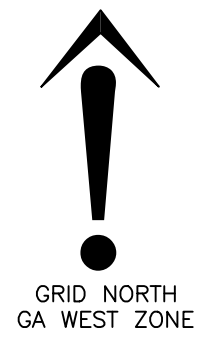
WHEREAS, Gary Weaver has provided a written request for Lowndes County to accept the residential streets and utility infrastructure in Val Del Estates Subdivision Phase II;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept this infrastructure as county maintained with a speed limit of 25 mph on the streets on this date as shown:

ATTEST: _____
County Clerk

DATE: _____

Copy: Rachel Strom, RDC
Geannie McMullen, Tax Assessor
Robin Cumbus, LCPW
Danny Weeks, E-911
Rick Mefford, Building Inspections
Trinni Amiot, Planning
Appropriate Post Office



BOX FOR THE CLERK OF THE SUPERIOR COURT



VICINITY MAP



20' UTILITY EASEMENT (DEED BK 3018 PG 011)
125' GEORGIA TRANSMISSION COMPANY EASEMENT (DEED BK 212 PG 582)

NOW OR FORMERLY JAG DEVELOPERS LLC DB 6642 PG 319 PARCEL# 0072 059

WE, THE UNDERSIGNED OWNER(S) AND/OR MORTGAGEE(S) OF THE VAL DEL ESTATES SUBDIVISION PHASE 2 HEREBY OFFER TO DEDICATE AND/OR RESERVE FOR PUBLIC USE THE RIGHT OF WAYS, EASEMENTS, AND OTHER GROUND SO SHOWN ON THIS PLAT.

OWNERS _____ DATE _____
 APPROVED BY THE DEPARTMENT OF PUBLIC HEALTH, LOWNDES COUNTY, GA.
 SIGNED _____ DATE _____
 HEALTH DEPT. REPRESENTATIVE
 APPROVED BY THE COUNTY ENGINEER
 SIGNED _____ DATE _____
 COUNTY ENGINEER

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND ASSET FORTH IN O.C.G.A. SECTION 15-6-67.



GA. RLS #3276 _____ DATE _____
 ULDC APPROVAL, CHAIRMAN, TRC _____ DATE _____

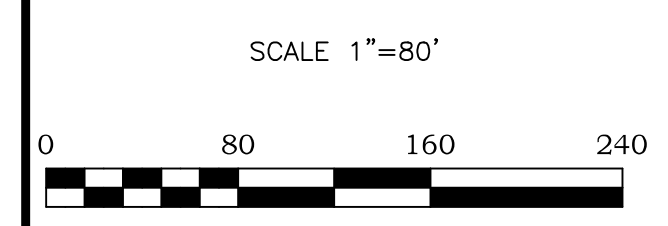
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	149.24'	2810.00'	149.23'	N 02°33'02" W
C2	50.11'	2810.00'	50.11'	N 00°31'05" W
C3	72.36'	225.00'	72.05'	N 76°51'26" E
C4	14.96'	225.00'	14.95'	N 65°44'24" E
C5	64.93'	175.00'	64.56'	N 74°27'54" E
C6	3.58'	2810.00'	3.58'	S 00°01'46" W

LEGEND	
●	5/8" REBAR PLACED WITH CAP #3276
○	5/8" REBAR FOUND WITH CAP #2940
⊙	BENCHMARK 5/8" REBAR PLACED WITH CAP #3276
○	5/8" REBAR FOUND
⊙	5/8" REBAR FOUND WITH CAP #2785

- NOTES:
- ACCORDING TO FLOOD INSURANCE RATE MAP FOR LOWNDES COUNTY, GA. MAP #13185C0115E EFFECTIVE DATE SEPTEMBER 26, 2008. THIS PROPERTY IS IN FLOOD ZONE " X ". AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - THE SUBJECT PROPERTY DEED IS FOUND IN DEED BOOK PAGE
 - THE UNDERSIGNED SURVEYOR HAS NOT BEEN FURNISHED WITH A CURRENT TITLE OPINION OR ABSTRACT OF THIS PROPERTY OR MATTERS AFFECTING THIS PROPERTY. IT IS POSSIBLE THAT THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS THAT COULD AFFECT THIS PROPERTY.
 - CURRENT ZONING IS P-D
 - TOTAL LOTS =
 - MINIMUM BUILDING SETBACKS:
FRONT=30'
SIDE=10'
REAR=25'
CORNER LOT=24'
 - UNLESS OTHERWISE DEPICTED THE ALLOWABLE LAND USES SIMILAR TO THOSE LAND USES ALLOWED IN SUBURBAN DENSITY RESIDENTIAL (R-10) ZONING.
 - PROPOSED SUBDIVISION SHALL BE SERVED BY LOWNDES COUNTY WATER AND SEWER. WATER, SEWER AND ALL OTHER UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE LOWNDES COUNTY TECHNICAL STANDARDS MANUAL.
 - CLUSTER MAILBOXES PROVIDED IN OPEN SPACE
 - ALL RESIDENTIAL LOTS ARE SIZED APPROPRIATELY FOR A HOUSE TO FIT AND SHOULD NOT REQUIRE ADMINISTRATIVE WAIVERS.
 - THE HOME OWNERS ASSOCIATION (HOA) SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE OPEN SPACE AREAS AS SET FORTH IN THE COVENANTS.
 - TEMPORARY GRAVEL TURN AROUNDS WILL BE INSTALLED AT THE END OF EACH PHASE.
 - FOR ALL LOT ADJACENT WETLANDS, FLOOD PLAINS, DRAINAGE DITCHES OR DETENTION PONDS, THE FOLLOWING WILL BE PROVIDED:
A: A BENCH MARK WILL BE ESTABLISHED AT THE FRONT PROPERTY CORNER FOR EVERY LOT.
B: A HIGH WATER MARK, BASE FLOOD ELEVATION OR HYDRAULIC ANALYSIS PERFORMED SHALL ESTABLISH THE 100 YEAR FLOOD ELEVATION.
C: A MINIMUM FINISHED FLOOR ELEVATION SHALL BE ESTABLISHED FOR THE LOT IN QUESTION A MINIMUM OF 2 FEET ABOVE THE ESTABLISHED 100 YEAR FLOOD ELEVATION.
D: A MINIMUM OF 2 SOIL BORINGS ON OPPOSITE SIDE OF THE PROPOSED FOUNDATION SHALL BE COMPLETED TO DETERMINE THE SEASONAL HIGH WATER TABLE.
E: IF THE SEASONAL HIGH WATER TABLE IS LESS THAN ONE FOOT FROM THE BOTTOM OF THE FOOTER ELEVATION, A SUBSURFACE DRAINAGE SYSTEM SHALL BE DESIGNED BY THE PROFESSIONAL ENGINEER WHO WAS RESPONSIBLE FOR DEVELOPMENT OF THE SUBDIVISION CONSTRUCTION PLANS SHALL BE INSTALLED.
F: BEFORE ANY INSPECTIONS ARE PERFORMED AND SIGNED OFF ON, A REGISTERED LAND SURVEYOR MUST CERTIFY THAT THE PROPOSED FINISHED FLOOR IS AT OR ABOVE THE FINISHED FLOOR ESTABLISHED ON THIS PLAT.

INNOVATE
Engineering & Surveying
PHONE: 229-249-9113 www.innovatees.com
2214 N. Patterson Street, Valdosta, GA 31602

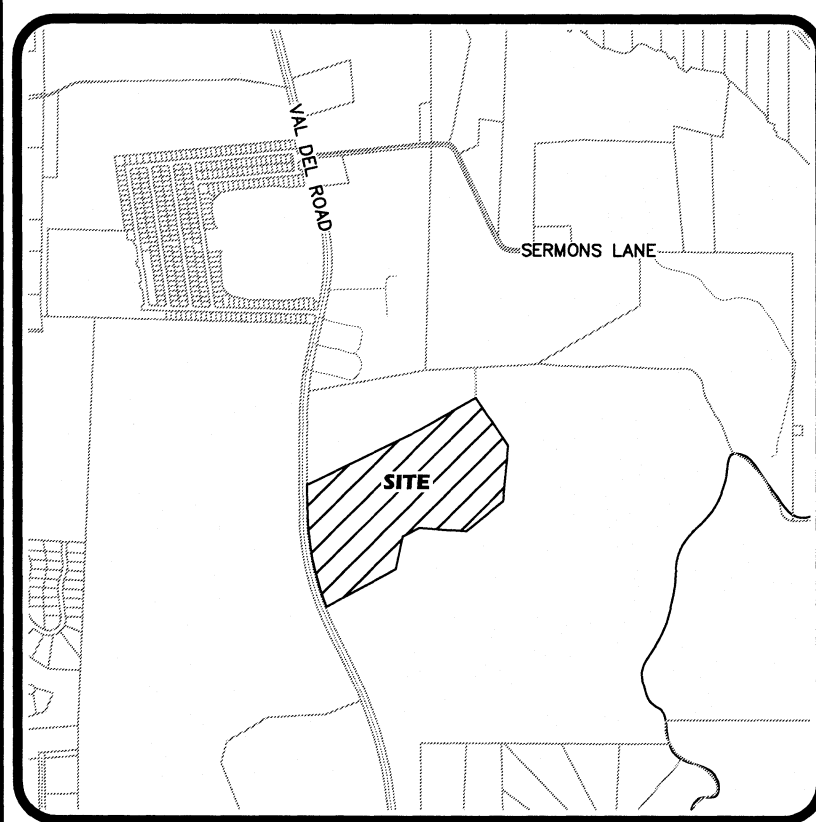
**SUBDIVISION PLAT FOR:
TRITON DEVELOPMENT, INC.
VAL DEL ESTATES
PHASE 2**



LOCATED IN LAND LOT 9
12TH LAND DISTRICT
LOWNDES COUNTY, GA
PLAT DATE: 6/20/2022
FIELD SURVEY DATE:
6/20/2022

FIELD CLOSURE: 1 IN 34,789'
ANGLE ERROR: 2" PER ANGLE
PLAT CLOSURE: 1' IN ' 325,326'
METHOD OF ADJUSTMENT: NONE
EQUIPMENT USED:
CARLSON ROBOTIC CR2+
CARLSON BRx6+ GNSS ROVER
CARLSON RT3 TABLET DC

P:\4444 JOBS\2022\44 675 VAL DEL ESTATES\INNOVATE\44 675 PHASE 2 LCB.DWG 6/28/2022 10:39 AM



LOCATION MAP
N.T.S.

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	86.56	2810.00	1.76	N15° 29' 51"W	86.55
C2	81.91	2810.00	1.67	N13° 46' 48"W	81.91
C3	82.47	2810.00	1.68	N12° 06' 15"W	82.47
C4	119.95	2810.00	2.45	N10° 02' 26"W	119.94
C5	50.00	2810.00	1.02	S8° 18' 28"E	50.00
C6	182.74	2810.00	3.73	N5° 56' 06"W	182.71
C7	149.24	2810.00	3.04	N2° 33' 02"W	149.23
C8	50.11	2810.01	1.02	S0° 31' 05"E	50.11
C9	3.58	2810.01	0.07	N0° 01' 46"E	3.58
C10	64.93	175.00	21.26	S74° 27' 54"W	64.56
C11	72.36	225.00	18.43	N76° 51' 26"E	72.05
C12	14.96	225.00	3.81	N65° 44' 24"E	14.95
C13	7.06	70.00	5.78	N66° 43' 31"E	7.06
C14	60.16	70.00	49.25	S85° 45' 46"E	58.33
C15	42.73	70.00	34.98	S43° 39' 08"E	42.07
C16	43.63	70.00	35.71	N8° 18' 36"W	42.92
C17	58.82	70.00	48.14	N33° 36' 53"E	57.10
C18	7.51	70.00	6.15	N60° 45' 38"E	7.51
C19	19.47	20.00	55.77	S1° 43' 17"W	18.71
C20	19.47	20.00	55.77	S1° 43' 17"W	18.71

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	82.88	60.00	79.14	S17° 08' 44"E	76.45
C22	68.55	60.00	65.46	S89° 26' 58"E	64.89
C23	52.10	60.00	49.75	N32° 56' 30"E	50.48
C24	19.47	20.00	55.77	N35° 57' 01"E	18.71
C25	26.36	20.00	75.52	S78° 24' 11"E	24.49
C26	80.47	60.00	76.84	S79° 03' 41"E	74.57
C27	108.03	60.00	103.16	N10° 56' 19"E	94.02
C28	89.13	60.00	85.12	N83° 12' 00"W	81.16
C30	10.11	20.00	28.96	N49° 21' 30"E	10.00
C31	19.47	20.00	55.77	N54° 02' 59"W	18.71
C32	10.50	60.00	10.02	N76° 51' 25"W	10.48
C33	70.70	60.00	67.52	N38° 09' 14"W	66.68
C34	71.48	60.00	68.26	N29° 44' 03"E	67.33
C35	72.16	60.00	68.91	S81° 40' 54"E	67.89
C36	69.96	60.00	66.81	S13° 49' 18"E	66.07
C37	10.57	60.00	10.09	S24° 37' 49"W	10.56
C38	19.36	20.00	55.47	S1° 56' 29"W	18.62
C39	15.12	225.00	3.85	S61° 54' 38"W	15.12
C40	73.24	225.00	18.65	S50° 39' 38"W	72.91
C41	48.72	175.00	15.95	N55° 51' 38"E	48.56

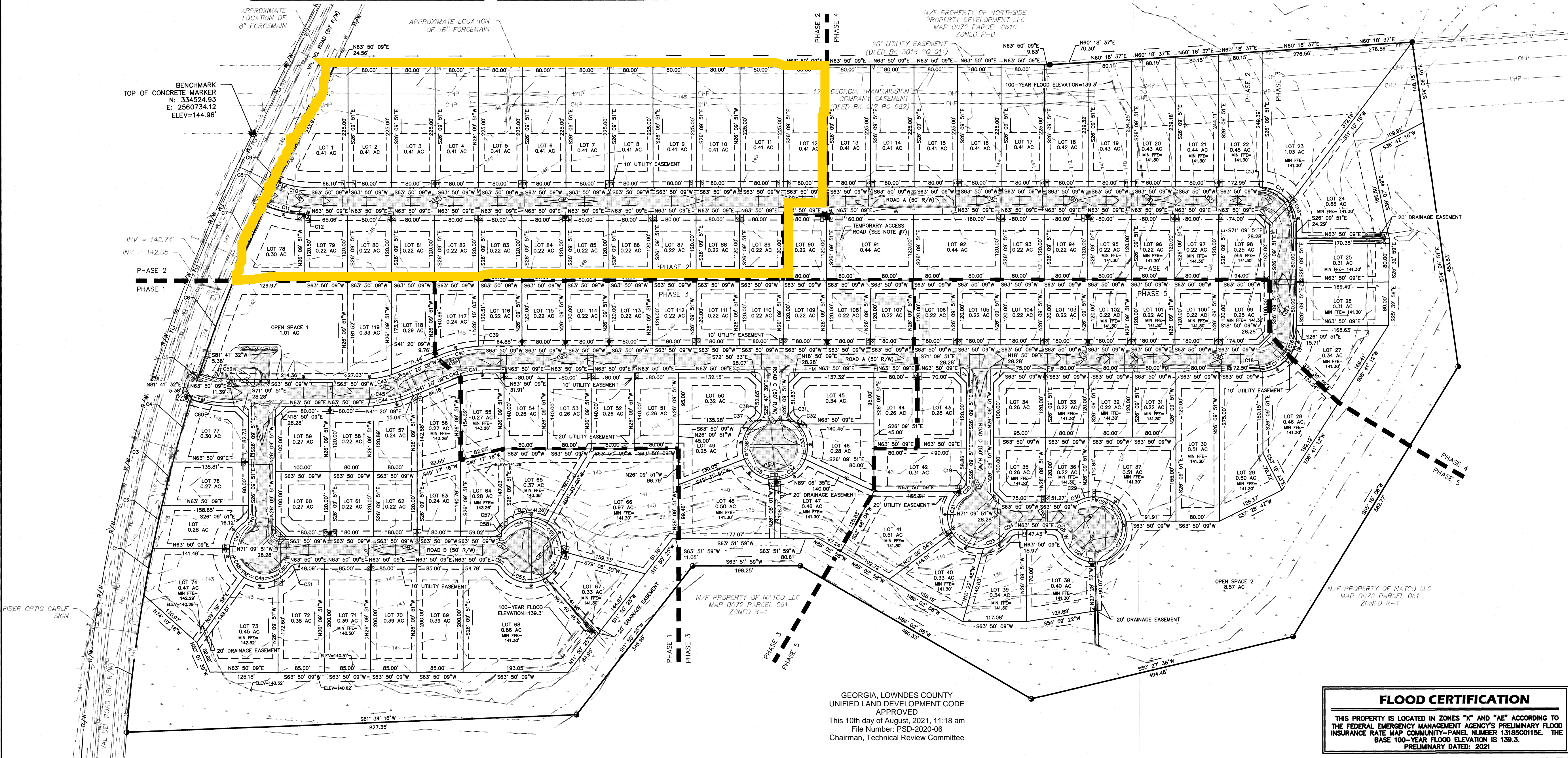
CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C42	20.00	175.00	6.55	N44° 36' 38"E	19.99
C43	53.82	175.00	17.62	S55° 01' 32"W	53.61
C44	68.33	225.00	17.40	N50° 02' 09"E	68.07
C45	20.03	225.00	5.10	N61° 17' 09"E	20.02
C46	19.47	20.00	55.77	S1° 43' 17"W	18.71
C47	56.14	60.00	53.61	S2° 48' 14"W	54.11
C48	61.38	60.00	58.62	S53° 18' 27"E	58.74
C49	65.67	60.00	62.71	N66° 01' 47"E	62.44
C50	27.87	60.00	26.61	N21° 22' 12"E	27.62
C51	19.47	20.00	55.77	N35° 57' 01"E	18.71
C52	19.47	20.00	55.77	S88° 16' 43"E	18.71
C53	90.21	60.00	86.14	N76° 32' 12"E	81.95
C54	60.54	60.00	57.81	N4° 43' 46"E	58.00
C55	60.54	60.00	57.81	N53° 14' 38"W	58.00
C56	86.76	60.00	82.85	S56° 25' 39"W	79.40
C58	19.47	20.00	55.77	S35° 57' 01"W	18.71
C59	54.54	175.00	17.86	S72° 45' 50"W	54.32
C60	70.12	225.00	17.86	N72° 45' 50"E	69.84
C61	255.13	2810.00	5.20	S18° 58' 52"E	255.04

SITE DATA

A PORTION OF MAP 0072/PARCEL 061
 LAND LOT 9 OF THE 11TH & 12TH LAND DISTRICT
 CURRENT ZONING = P-D
 TOTAL ACRES = ±56.11 AC (±2,444,151 SF)
 TOTAL OPEN SPACE AREA = ±9.58 AC (±17%)
 MIN LOT WIDTH = 80'
 MIN LOT DEPTH = 120'
 FRONT BUILDING SETBACK = 30'
 SIDE BUILDING SETBACK = 10'
 REAR BUILDING SETBACK = 25' (UNLESS OTHERWISE SHOWN)
 (LOTS 1-23 REAR SETBACK IS THE GA POWER EASEMENT LINE)
 CORNER BUILDING SETBACK = 24'
 LOT CALCULATIONS:
 PHASE 1 = 24 LOTS
 PHASE 2 = 24 LOTS
 PHASE 3 = 23 LOTS
 PHASE 4 = 24 LOTS
 PHASE 5 = 24 LOTS
 TOTAL LOTS = 119
 2 OPEN SPACE LOTS
 MAXIMUM # OF RESIDENTIAL LOTS = 123

NOTES:

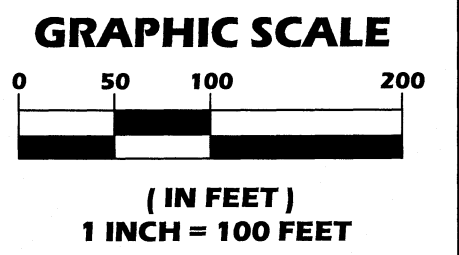
- UNLESS OTHERWISE DEPICTED THE ALLOWABLE LAND USES WILL BE SIMILAR TO THOSE LAND USES ALLOWED IN SUBURBAN DENSITY RESIDENTIAL (R-10) ZONING.
- PROPOSED SUBDIVISION SHALL BE SERVED BY LOWNDEN COUNTY WATER & SEWER. WATER, SEWER, AND ALL OTHER UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE LOWNDEN COUNTY TECHNICAL STANDARDS MANUAL.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOWNDEN COUNTY STANDARDS AND SPECIFICATIONS.
- CLUSTER MAILBOXES SHALL BE CONSTRUCTED WITHIN THE SUBDIVISION. (EXAMPLE SHOWN ON OPEN SPACE 1)
- ALL RESIDENTIAL LOTS ARE SIZE APPROPRIATELY FOR A HOUSE TO FIT AND SHOULD NOT REQUIRE ADMINISTRATIVE WAIVERS.
- THE HOME OWNERS ASSOCIATION (HOA) SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE OPEN SPACE AREAS AS SET FORTH IN THE COVENANTS.
- 15' WIDE (MINIMUM 4" THICK GAB) TEMPORARY ACCESS ROAD SHALL BE INSTALLED DURING PHASE 3 CONSTRUCTION AND NOT REMOVED UNTIL THE COMPLETION OF PHASE 5.
- TEMPORARY GRAVEL TURN AROUNDS SHALL BE INSTALLED AT THE END OF EACH PHASE.



GA CORP# 0419099
 FL CORP# F0400002135
 P.O. Box 2830
 3998 Inner Perimeter Road
 Valdosta, GA 31604
 Telephone: 229-253-0900
 Fax: 229-253-1842
 E-mail: lea@lea-pc.com

TRITON DEVELOPMENT, INC
VAL DEL ESTATES
 LAND LOTS 9 & 10 OF THE 11TH & 12TH LAND DISTRICT
 LOWNDEN COUNTY - STATE OF GEORGIA

REVISIONS	DATE	DESCRIPTION
08-06-21		COUNTY COMMENTS



SCALE: 1"=100'

DESIGNED BY: DEA

CHECKED BY: MCM

SUBMITTAL DATE: 08-03-21

JOB NO. 0867-01

THESE DRAWINGS ARE THE PROPERTY OF THE ENGINEER AND MAY NOT BE REPRODUCED OR REUSED WITHOUT PERMISSION AND CREDIT.



GSWCC LEVEL II CERT. #49262

PRELIMINARY PLAT

FLOOD CERTIFICATION
 THIS PROPERTY IS LOCATED IN ZONES "X" AND "AE" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S PRELIMINARY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 13185C0115E. THE BASE 100-YEAR FLOOD ELEVATION IS 139.3.
 PRELIMINARY DATED: 2021

GEORGIA, LOWNDEN COUNTY
 UNIFIED LAND DEVELOPMENT CODE
 APPROVED
 This 10th day of August, 2021, 11:18 am
 File Number: PSD-2020-06
 Chairman, Technical Review Committee

V-1
 1 OF 1 SHEETS