



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
REGULAR SESSION, TUESDAY, OCTOBER 22, 2024, 5:30 P.M.
327 N. Ashley Street - 2nd Floor

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance To The Flag**
- 4. Minutes For Approval**
 - a. Millage Hearings - September 19, 2024, Work Session - October 14, 2024, Millage Hearing and Regular Session - October 15, 2024
Recommended Action: Approve
Documents:
- 5. For Consideration**
 - a. Agreement with DRC Emergency Services, LLC
Recommended Action: Option 1
Documents:
 - b. Purchase of VSU South Campus Property
Recommended Action:
Documents:
- 6. Reports - County Manager**
- 7. Citizens Wishing To Be Heard - Please State Your Name and Address**
- 8. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Agreement with DRC Emergency Services, LLC

Regular Session

DATE OF MEETING: October 22, 2024

BUDGET IMPACT: -0-

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Agreement

HISTORY, FACTS AND ISSUES: DRC Engineering Services, LLC is a hurricane debris removal contractor of the Georgia Department of Transportation. It has asked to use approximately five acres of County owned property located at 7404 GA Highway 122 East for hurricane debris management purposes. It has agreed to pay the County \$3,500.00 per month for use of the property. The proposed agreement is attached.

OPTIONS: 1. Approve and authorize Chairman Slaughter to execute proposed agreement
2. Redirect

RECOMMENDED ACTION: Option 1

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AGREEMENT

Page 1 of 2

STATE OF GEORGIA COUNTY OF LOWNDES

Subject to and contingent upon approval and permit issued by the Georgia Environmental Protection Division, this agreement made and entered into effective the first day of November 2024 (the “Effective Date”), by and between Lowndes County, Georgia, (hereafter “Owner”) and DRC Emergency Services, LLC, (hereafter “User”);

PREMISES

Subject to the terms and conditions set forth herein, Owner does hereby agree User may use a certain unimproved parcel of land being in Lowndes County, Georgia more particularly described as follows:

Approximately five (5) acres located at 7404 GA HWY 122 E, Barretts, GA depicted on Exhibit A hereto (the “Premises”)

TERM

This agreement shall begin as of the Effective Date and continue on a month-to-month basis until terminated for any reason by either party on 30 days written notice to the other party (the “Term”).

PAYMENT

User shall pay Owner \$3,500 per Month paid in advance on the first day of the month beginning November 1, 2024, through the Term of the agreement.

USE OF PREMISES

It is expressly agreed that this agreement is executed by Owner pursuant to its power to provide fire protection, ambulance, emergency rescue, solid waste collection and disposal, and emergency management services in order that User may conduct upon the Premises the business and operation of post-disaster debris management, in connection with the Hurricane Helene disaster event; such operations may include the temporary staging or stockpiling of vegetative debris, use of heavy equipment in grinding of vegetative debris, use of heavy equipment in the handling and/or loading of the debris, ingress and egress of large trucks transporting the debris to and from the Premises. Owner acknowledges that existing vegetation on the Premises, such as grasses, may be temporarily destroyed due to User’s operations on the Premises. At the termination of User’s operations on the Premises, User is obligated to remove all disaster debris from the Premises and to restore the land of the Premises to its present physical condition as nearly as practicable. It is understood and agreed that User accepts said Premises in its present physical condition, and that Owner and User are under no obligation to make repairs or replacements to said Premises during the Term. Due to the understood nature of the debris management operations that will take place on the Premises, Owner acknowledges that User is responsible only for removal of all disaster debris at the expiration of the Term and restoring the land of the Premises to its present physical condition as nearly as practicable. User may at any time during the Term of this agreement erect or bring upon the Premises such signage, temporary fencing, temporary buildings, towers, portable fuel tanks, temporary utility connections, equipment, improvements or other constructions necessary and incidental to the use of the Premises as a temporary debris management site, provided that User shall remove same from the Premises at the expiration of the agreement.

PERMITS

User shall be responsible for acquiring and maintaining such licenses, permits, and complying with all other regulatory requirements, Federal, state or local, in connection with the use of the Premises as a temporary debris management site. Upon request, Owner shall provide to User any information required by the authority having jurisdiction to issue said licenses, permits, etc.

AMENDMENTS AND MERGER

This agreement may be amended by either party with signed concurrence of the other party through written agreement and attached hereto as a numbered Amendment. This agreement contains the entire agreement and understanding between the parties and supersedes any and all prior agreements between Owner and User.

MISCELLANEOUS

Insurance. This agreement shall be contingent upon User providing to Owner in advance of execution of this agreement a certificate or certificates of comprehensive general liability and workers' compensation insurance acceptable to Owner.

Liability, Indemnity. Owner shall not be liable for any damage or injury to any person or property arising from User's use of the Premises. User shall indemnify, defend, and hold harmless Owner from and against any and all loss, claim, demand, liability, or expense for damage to person or property arising from User's use of the Premises.

Notice. Notice by one party to the other shall be given in writing delivered in person or mailed by registered or certified mail, return receipt requested, first class postage, prepaid, addressed.

Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this agreement and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Georgia. The parties agree and consent to jurisdiction and venue in Lowndes County, Georgia, for any legal action related to the terms of this Agreement.

Waiver. The failure of Owner to insist in any one or more instances upon the strict performance of any of the provision of this agreement shall not be construed as a waiver for the future of such provision.

OWNER: Lowndes County, Georgia

(sign) (date)

(print name) (title)

USER: DRC EMERGENCY SERVICES, LLC

(sign) (date)

(print name) (title)

GA HWY 122 E



EXHIBIT A

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Purchase of VSU South Campus Property

Regular Session

DATE OF MEETING: October 22, 2024

BUDGET IMPACT: \$2,156,000

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Agreement to Purchase and Sell Real Property,
Intergovernmental Rental Agreement

HISTORY, FACTS AND ISSUES: The County has been in negotiations with the Board of Regents of the University System of Georgia to purchase a ±4.728 acre tract of real property known as Valdosta State University South located on North Patterson Street across from the Crescent (the "Property"). A copy of the proposed purchase agreement for the Property is attached.

Valdosta State University presently operates its Marriage and Family Therapy Program (the "Program") on the Property in 6,654 square feet of space on the first floor of Building "B" of the Property (the "Premises"). The Program will be relocated to a space on the University's campus, but the planned space is not yet available. Therefore, as a material condition to its willingness to sell the Property to the County, the Board of Regents is requiring that the County agree to a leaseback of the Premises for a period of time to end no later than October 31, 2025. The proposed monthly rent for the Premises is \$1.00. A copy of the proposed lease agreement is attached.

O.C.G.A. §36-9-3(c)(1) provides authority for the County to lease property to a public educational institution for an educational purpose so long as certain procedural requirements are met. Those requirements include holding a public hearing at the affected location with at least one representative of the County present to receive comments and concerns from members of the public. On Monday, October 7, 2024, James R. Miller of Elliott Blackburn posted the required notice of said public hearing at the Property, and, on October 16, 2024, Mr. Miller served as the representative of the County at the public hearing. A certificate executed by Mr. Miller, in his capacity as the County's representative at the public hearing, is attached hereto.

Pursuant to O.C.G.A. §36-9-3(c)(3), following the public hearing, the Board of Commissioners is required to hold at least one meeting to discuss the transaction in light of any comments and concerns received at the public hearing. This meeting must be held prior to any action being taken by the governing authority to approve the proposed lease transaction. In satisfaction of this requirement, the transaction is on this agenda for discussion purposes only, and no action is required at this time. It is anticipated that approval of both the purchase of the Property and the leaseback of the Premises will be considered at the Board of Commissioners' meeting to be held on November 12, 2024.

OPTIONS: No action required at this time.

RECOMMENDED ACTION:

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**AGREEMENT TO SELL AND PURCHASE
REAL PROPERTY**

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, hereinafter referred to as this "Agreement," is made and entered into as of this ___ day of November, 2024, hereinafter referred to as "the date hereof," by and between the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**, a constitutionally created agency of the State of Georgia, whose address is 270 Washington Street, Seventh Floor, Atlanta, Georgia 30334, Party of the First Part, hereinafter referred to as "Seller," and **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia, whose address is P.O. Box 1349, Valdosta, Georgia 31603, Party of the Second Part, hereinafter referred to as "Purchaser".

WITNESSETH THAT:

WHEREAS, Seller desires to sell certain real property that it currently owns lying and being in Land Lot 61 of the 11th Land District, Lowndes County, Georgia, totaling approximately 4.728 acres and more particularly described in Exhibit "A" attached hereto (together with all improvements, structures, and fixtures located thereon, the "Property"); and

WHEREAS, Purchaser desires to purchase the Property from Regents on the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of TEN DOLLARS (\$10.00) and the mutual covenants and agreements set forth herein, all of which both parties respectively agree constitutes sufficient consideration received at or before the execution hereof, the parties agree as follows:

1.
USAGE AND DEFINITIONS

1.1 As used in this Agreement, the following words and terms set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:

1.1.1 The words "State" and "Georgia" shall mean the "State of Georgia."

1.1.2 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser, and when expressed words such as herein, hereto or other words of similar import are assumed as though in each case expressed.

1.1.3 The words "execute" or "execution" are used interchangeably herein to mean the signing, sealing and delivery of the called-for deeds, instruments, and documents.

1.1.4 The term "Seller" as used herein shall mean Grantor and shall include the Board of Regents of the University System of Georgia, for and on behalf of the Valdosta State University.

1.1.5 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction," contemplated by this Agreement by the execution, deliveries and acceptances required by this Agreement.

1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate

grammatical adjustments shall be assumed as though in each case fully expressed.

1.3 For convenience, when referring herein to Seller, the third person, neuter gender "it" is sometimes used.

1.4 For convenience, when referring herein to Purchaser, the third person, neutral gender "it," is sometimes used.

2.
SALE OF PROPERTY

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the provisions hereof, the Property. The Property is to be conveyed "as is and where is," by Quitclaim Deed.

3.
PURCHASE PRICE

The purchase price for the Property (the "Purchase Price") is TWO MILLION ONE HUNDRED FIFTY-SIX THOUSAND and NO/100 DOLLARS (\$2,156,000.00).

4.
APPROVAL OF SELLER

Purchaser acknowledges and agrees that the sale of the Property is contingent upon the formal approval of the Board of Regents of the University System of Georgia at an appropriately scheduled regular meeting or otherwise by policy. By its execution and delivery of this Agreement, Seller represents to Purchaser that such approval has been obtained.

5.
ENTRY ONTO THE PROPERTY

Acting at Purchaser's own risk and expense, Seller hereby permits Purchaser and its authorized representatives to enter onto the Property for the purposes of making an inspection and/or obtaining an appraisal of the same, and making a field survey of the same which could result in a plat of survey being prepared. However, Seller and Purchaser agree the Property is being sold and purchased "by the tract and not by the acreage".

6.
PRORATIONS

6.1 Utilities. Utilities, including water, sewer, electric, and gas, shall be prorated as of the date of Closing for the billing period during which Closing occurs. To the extent that some or all of the prorations cannot be addressed at Closing, the parties hereto agree to work cooperatively to address their respective responsibilities for each such utility bill promptly upon each such bill becoming available.

6.2 Property Taxes and Fees. Any real property ad valorem taxes and other fees assessed and levied against the Property by the taxing authorities of any city or county shall be prorated as

of the date of the Closing.

7.

SELLER REPRESENTATIONS

7.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller) to the actual knowledge, with no duty of inquiry, of the Vice Chancellor for Real Estate and Facilities, upon which Purchaser is entitled to rely without independent investigation and verification, and each of which shall be deemed to be material to this Agreement. All references herein to the “knowledge” of Seller or words of similar import shall refer only to the actual knowledge of the Vice Chancellor for Real Estate and Facilities and shall not be construed to refer to the knowledge of any other officer, employee, advisor, agent or representative of Seller, or any affiliate of any of the foregoing:

7.1.1 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution and implementation of this Agreement.

7.1.2 Seller has the capacity and has obtained all necessary approvals to enter into this Agreement and to consummate the transaction contemplated hereby.

7.1.3 Seller has received no written notice of any (and, to Seller’s actual knowledge, there is no) current, proposed or threatened eminent domain, condemnation, or similar proceeding which concerns all or any portion of the Property.

7.1.4 Seller is not aware and has not received any written notice of a claim that the Property does not comply with any federal, state, county, city or any other laws, ordinances, rules and regulations, including, but not limited to, those relating to environmental, zoning, land use and division, building, fire, health and safety matters, of any government or any agency, body or subdivision thereof.

7.1.5 Seller has received no written notice of any pending or threatened, litigation which concerns or affects the Property or Seller’s ability to fulfill all of its obligations under this Agreement, and there are no outstanding claims on any insurance policies that insure the Property.

7.1.6 There are no service contracts, landscaping contracts, maintenance agreements or other contracts for the provision of labor, services, materials or supplies to or for the benefit of the Property which will affect or be obligations of Purchaser or of the Property (or any portion thereof) following the Closing.

7.1.7 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. The purchase and sale is made “as is, where is, and with all faults.”

8.

RISK OF LOSS AND DAMAGE

8.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.

8.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at its option, may (a) cancel this Agreement, whereupon the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or (b) close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

8.3 If before the Closing any condemnation or eminent domain proceedings are threatened or initiated against all or any portion of the Property and, in the reasonable opinion of Purchaser, such condemnation or eminent domain proceedings would materially interfere with the intended use of the Property, then Purchaser may terminate this Agreement upon written notice to Seller and Seller and Purchaser shall thereupon be released from any and all further liability hereunder. If Purchaser does not elect to terminate this Agreement within ten (10) business days after receipt of written notice of the commencement of any such proceedings, or if, in the reasonable opinion of Purchaser, such condemnation or eminent domain proceedings would not materially interfere with Seller's current use of the Property, Seller shall assign to Purchaser at the Closing all rights and interest of Seller in and to any condemnation awards payable or to become payable to Seller on account of such condemnation or eminent domain proceedings.

9.

TITLE EXAMINATION

At the Closing, Seller will convey good, marketable, and insurable fee simple title to the Property to Purchaser, free and clear of any and all security deeds, mortgages, or other liens or pledges to secure indebtedness. Purchaser shall have thirty (30) days from the date hereof within which to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, hereinafter referred to as "commitment," from a title insurance company of Purchaser's choice licensed to do business in the State of Georgia to insure, at its standard rates, subject to its standard exceptions and/or exclusions, the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement. The Property shall not be subject to the following (the "Cure Items"): (i) any mortgage, deed to secure debt, deed of trust, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, or (ii) any leases, rental agreements, or other rights of occupancy of any kind, whether written or oral. As to any title matters or defects, or Cure Items, Purchaser shall have until the end of the 30-day period referenced above to give written notice to Seller of any objections which Purchaser may have. If Purchaser fails to give any notice to Seller prior to the expiration of such 30-day period, Purchaser shall be deemed to have waived this right to object to any title matters. If Purchaser gives Seller written notice of an objection to any title matter, Seller will have 10 days after receipt of Purchaser's notice (the "Cure Period") either: (i) to agree to eliminate or satisfy any such objections (with Seller having until Closing to accomplish such task), or (ii) to elect to

not eliminate or satisfy such objections. If Seller fails or makes an election not to have the Purchaser's objections removed or satisfied to Purchaser's commercially reasonable satisfaction prior to Closing, then Purchaser shall have the right (i) to terminate this Agreement by written notice to Seller or (ii) to waive said objections and proceed to Closing, in which case said matters (other than the Cure Items) shall become permitted title matters.

10. CLOSING

10.1 The Closing Date of this transaction shall be on or before the sixtieth (60th) day following the date hereof. The Closing Date, and the time and place of Closing, shall be designated by Purchaser, and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "closing attorney"), and said closing attorney shall represent Purchaser at the Closing.

10.2 Subsequent to or at Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":

10.2.1 Seller shall pay the following expenses:

- (a) Fees of the Seller's attorney; and
- (b) All other expenses actually incurred by Seller related to this transaction.

10.2.2 Purchaser shall pay the following expenses:

- (a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and
- (b) Fee for examination and certification of the title to the Property; and
- (c) Fee and premium to a title insurance company for the commitment and any issued owners title insurance policy; and
- (d) Expenses for filing and recording the Quitclaim Deed and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
- (e) The expenses of any inspection, appraisal or field survey (or resulting plat of survey) of the Property obtained by Purchaser;
- (f) Any other expenses actually incurred by Purchaser related to this transaction; and
- (g) Any tax or utility prorations.

10.3 At the Closing, Seller and Purchaser shall each deliver to the other the following:

10.3.1 Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 10.4 hereof, together with any documents as may be reasonably required to carry out the terms, covenants, conditions, and intent of this Agreement.

10.3.2 Seller shall deliver to Purchaser the following:

(a) A Quitclaim Deed conveying to Purchaser all of Seller's right, title and interest in and to the Property, using the legal description contained therein to be verbatim as set forth in EXHIBIT "B" attached hereto; and

(b) If Seller obtains a survey during the Review Period, a Quitclaim Deed in form and substance satisfactory to Seller and Purchaser conveying to Purchaser the Property using the legal description set forth in such survey; and

(c) An owner's affidavit executed by a designated official of Seller, sufficient to, among other things, enable Purchaser to have deleted from its owners title insurance policy any exception for unfiled mechanics' and materialmen's liens; and

(d) If requested, a copy of official records of Seller authorizing execution of the Quitclaim Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction; and

(e) A State of Georgia Real Estate Transfer Tax Declaration; and

(f) Any other documents as may be reasonably required to carry out the terms, covenants, conditions, and intent of this Agreement.

10.4 At the Closing, Purchaser shall tender to Seller a check, payable to Seller in the amount of the Purchase Price, less the amount of any prorations and closing costs chargeable to Seller, or at Seller's sole election, cash equivalent payment by wire or other means acceptable to both Seller and Purchaser.

11.

DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser possession of the Property in the same condition (excepting normal wear and tear) as the Property exists on the date hereof, together with all keys and combinations to the Property and all improvements located thereon.

12.

DEFAULT

12.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default (when not otherwise provided for herein to the contrary, a failure by Seller to execute, act, implement, comply or carry out any provision of this Agreement when the provision requires Seller to so do) hereunder, then Purchaser

may elect to cancel this Agreement by written notice, whereupon Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.

12.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default (when not otherwise provided for herein to the contrary, a failure by Purchase to execute, act, implement, comply or carry out any provision of this Agreement when the provision requires Purchaser to so do) hereunder, any monies paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages to Seller for Purchaser's default hereunder. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

13.
NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery or transmitted via a nationally recognized overnight courier service (e.g. Federal Express, United Parcel Service). Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked. A notice or other communication not given as herein provided shall only be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required or permitted to be given.

14.
ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller.

15.
REAL ESTATE BROKERS AND ATTORNEYS

Each party represents to the other party that such party has not engaged the services of any broker, realtor, or other agent in regard to this Agreement.

16.
GENERAL PROVISIONS OF THIS AGREEMENT

16.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

16.2 All time limits stated herein are of the essence of this offer and Agreement.

16.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Quitclaim Deed or any other instruments, documents, or pleadings executed by the parties either prior to or at the Closing.

16.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.

16.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of Georgia.

16.7 This Agreement may be executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

16.8 As a condition to the sale of the Property, on the Closing Date, Purchaser agrees to lease to Seller approximately 6,654 square feet of space on the first floor of Building "B" located on the Property at 901 North Patterson Street, Valdosta, Georgia 31601 (the "Leased Space") for educational purposes, specifically for the continued operation of Seller's Marriage and Family Therapy Program. The rental agreement for the Leased Space (the "Lease") shall be generally in the form as that set forth in EXHIBIT "C", attached hereto. The initial term of the Lease shall commence on the Closing Date and extend through December 31, 2024, and Seller shall have the option to renew the Lease for six (6), one-month extension terms through June 30, 2025. Seller's rent for continued occupancy of the Leased Space shall be a nominal amount of \$1.00 per month for the full term of the Lease. To the extent there is any conflict with the above terms and the executed Lease, the Lease provisions shall govern.

17.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser, acting by and through their duly authorized officials, have caused this Agreement to be signed and sealed on the date hereof.

SELLER:

**BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA**

By: _____

Sandra Lynn Neuse

Vice Chancellor for Real Estate & Facilities

Attest: _____

Alan Travis

Associate Vice Chancellor

Signatures Continued on the Following Page

Signatures Continued from the Previous Page

PURCHASER:

LOWNDES COUNTY, GEORGIA

By: _____

Bill Slaughter

Chairman

Attest: _____

Belinda Lovern

Clerk

EXHIBIT "A"

Legal Description

901 N Patterson Street

All that tract or parcel of land, with all improvements located thereon, situate, lying and being in Land Lot 61, 11th Land District, Lowndes County, Georgia, and in the City of Valdosta, containing 0.474 acres and being more particularly described as follows:

To find the POINT OF BEGINNING, BEGIN at an iron pin located at the intersection of the North right-of-way line of East Gordon Street (70' r/w) and the East right-of-way line of North Patterson Street (70' r/w):

From said POINT OF BEGINNING run north 24 degrees 42 minutes 20 seconds west for a distance of 129.26 feet along the west right-of-way line of North Patterson Street to a point; thence north 64 degrees 55 minutes 22 seconds east for a distance of 61.24 feet to a point; thence north 25 degrees 03 minutes 24 seconds west for a distance of 7.49 feet to a point; thence north 64 degrees 24 minutes 22 seconds east for a distance of 41.97 feet to a point; thence south 25 degrees 04 minutes 26 seconds east for a distance of 68.20 feet to a point; thence north 65 degrees 00 minutes 42 seconds east for a distance of 7.74 feet to a point; thence north 24 degrees 59 minutes 18 seconds west for a distance of 8.50 feet to a point; thence north 65 degrees 00 minutes 42 seconds east for a distance of 20.89 feet to a point; thence south 24 degrees 59 minutes 18 seconds east for a distance of 8.50 feet to a point; thence north 65 degrees 00 minutes 42 seconds east for a distance of 9.45 feet to a point; thence south 25 degrees 08 minutes 05 seconds east for a distance of 35.84 feet to a point; thence north 65 degrees 21 minutes 44 seconds east for a distance of 12.84 feet to a point; thence north 24 degrees 59 minutes 39 seconds west for a distance of 8.71 feet to a point; thence north 65 degrees 21 minutes 16 seconds east for a distance of 68.10 feet to a point; thence north 24 degrees 25 minutes 08 seconds west for a distance of 7.97 feet to a point; thence north 64 degrees 56 minutes 08 seconds east for a distance of 16.89 feet to a point; thence south 24 degrees 58 minutes 18 seconds east for a distance of 49.66 feet to an iron pin; thence south 65 degrees 03 minutes 34 seconds west for a distance of 240.01 feet along the north right-of-way of East Gordon Street to the POINT OF BEGINNING; bounded on the east by Valdosta State University Foundation, Inc., and on the south by the north right-of-way of East Gordon Street, on the west by the east right-of-way line of North Patterson Street and on the north by Valdosta State University Foundation, Inc.

903 N Patterson Street

All that tract or parcel of land, with all improvements located thereon, situate, lying and being in Land Lot 61, 11th Land District, Lowndes County, Georgia, and in the City of Valdosta, containing 2.583 acres and being more particularly described as follows:

To find the POINT OF REFERENCE, BEGIN at an iron pin located at the intersection of the North right-of-way line of East Gordon Street (70' r/w) and the East right-of-way lines of North Patterson Street (70' r/w) thence proceed North 24 degrees 42 minutes 20 seconds west for a distance of 129.26 feet to a point being the POINT OF BEGINNING;

From said POINT OF BEGINNING run north 24 degrees 42 minutes 20 seconds west for a distance of 203.82 feet along the west right-of-way line of North Patterson Street to an iron pin; thence north 24 degrees 47 minutes 49 seconds west for a distance of 70.68 feet to an iron pin; thence north 64 degrees 57 minutes 58 seconds east for a distance of 180.08 feet to an iron pin; thence north 24 degrees 43 minutes 34 seconds west for a distance of 60.02 feet to an iron pin; thence north 64 degrees 59 minutes 22 seconds east for a distance of 59.57 feet along the south right-of-way line of Force Street to an iron pin; thence north 64 degrees 48 minutes 03 seconds east for a distance of 15.16 feet along the south right-of-way line of Force Street to an iron pin; thence south 24 degrees 44 minutes 01 seconds east for a distance of 209.81 feet to an iron pin; thence north 65 degrees 05 minutes 33 seconds east for a distance of 120.32 feet to an iron pin; thence south 25 degrees 11 minutes 17 seconds east for a distance of 12.65 feet to an iron pin; thence south 65 degrees 05 minutes 23 seconds west for a distance of 20.66 feet to an iron pin; thence south 24 degrees 56 minutes 49 seconds east for a distance of 7.35 feet to a point; thence south 24 degrees 56 minutes 49 seconds east for a distance of 84.36 feet to an iron pin; thence south 24 degrees 54 minutes 48 seconds east for a distance of 150.00 feet to an iron pin; thence south 65 degrees 04 minutes 04 seconds west for a distance of 100.47 feet along the north right-of-way line of East Gordon Street to an iron pin; thence south 65 degrees 04 minutes 04 seconds west for a distance of 15.00 feet to an iron pin; thence north 24 degrees 58 minutes 18 seconds west for a distance of 49.66 feet to a point; thence south 64 degrees 56 minutes 08 seconds west for a distance of 16.89 feet to a point; thence south 24 degrees 25 minutes 08 seconds east for a distance of 7.97 feet to a point; thence south 65 degrees 21 minutes 16 seconds west for a distance of 68.10 feet to a point; thence south 24 degrees 59 minutes 39 seconds east for a distance of 8.71 feet to a point; thence south 65 degrees 21 minutes 44 seconds west for a distance of 12.84 feet to a point; thence north 25 degrees 08 minutes 05 seconds west for a distance of 35.84 feet to a point; thence south 65 degrees 00 minutes 42 seconds west for a distance of 9.45 feet to a point; thence north 24 degrees 59 minutes 18 seconds west for a distance of 8.50 feet to a point; thence south 65 degrees 00 minutes 42 seconds west for a distance of 20.89 feet to a point; thence south 24 degrees 59 minutes 18 seconds east for a distance of 8.50 feet to a point; thence south 65 degrees 00 minutes 42 seconds west for a distance of 7.74 feet to a point; thence north 25 degrees 04 minutes 26 seconds west for a distance of 68.20 feet to a point; thence south 64 degrees 24 minutes 22 seconds west for a distance of 41.97 feet to a point; thence south 25 degrees 03 minutes 24 seconds east for a distance of 7.49 feet to a point; thence south 64 degrees 55

903 N Patterson Street (continued)

minutes 22 seconds west for a distance of 61.24 feet to the POINT OF BEGINNING; bounded on the east by the Board of Regents of the University System of Georgia, and Frederick Baugh, and Valdosta State University Foundation, Inc., and on the South by the north right-of-way line of East Gordon Street and Valdosta State University Foundation, Inc., and on the west by the east right-of-way line of North Patterson Street, and on the north by the south right-of-way line of Force Street and Betty Jackson Webb.

Said described tract of land being shown by a map or plat thereof made by Barbara L. Herring, Registered Land Surveyor, dated December 17, 2008, a copy of said Plat being recorded in the Office of the Clerk of the Superior of Lowndes County at Plat Book ^{Sheet} B, page 147. Said tract herein conveyed being the identical tract which was described in and conveyed by a certain deed made by Georgia Power Company to Valdosta State College Foundation, Inc. dated August 25, 1992, and recorded in the Office of the Clerk of the Superior Court of Lowndes County on August 26, 1992, at Deed Book 914, page 196, to which map or plat and deeds and the records thereof reference is hereby made for a more complete description.

109 -111 E. Force Street

All that tract or parcel of land located, lying and being in Land Lot 61 of the 11th Land District of Lowndes County, Georgia, and being part of Lot 7 and 8 of the C.O. Forrest Subdivision, more particularly described as follows: To find the POINT OF BEGINNING commence at the intersection of the westerly right of way of North Slater Street with the southerly right of way of East Force Street; thence South 63 degrees 26 minutes 52 seconds West for a distance of 120.08 feet to an iron pin and the POINT OF BEGINNING; thence South 26 degrees 32 minutes 10 seconds East for a distance of 210.02 feet to an iron pin; thence South 63 degrees 31 minutes 52 seconds West for a distance of 120.38 feet to an iron pion; thence North 26 degrees 19 minutes 23 seconds West for a distance of 209.86 feet to an iron pin; thence North 63 degrees 27 minutes 23 seconds East for a distance of 119.60 feet to an iron pin and the POINT OF BEGINNING. Said tract contains 0.5783 acres and is more particularly shown and described on that survey for the Valdosta State University dated November 25, 1996, prepared by Devane Engineers and Surveyors, Inc., identified as Tract One-A thereon. Said survey is referred to herein for all purposes including in aid of description and is recorded in the Lowndes County Deed Records in Plat Record Book A, Page 1045.

906 – 908 Slater Street

All that tract or parcel of land situate, lying and being in Land Lot 61 of the 11th Land District, in the City of Valdosta, Lowndes County, Georgia, and being more particularly described as follows:

Commence at a point at the intersection of North Slater Street and East Force Street at an iron pin, said point being the POINT OF BEGINNING. Thence proceeding southerly along the West right-of-way of North Slater Street, South 26 degrees 31 minutes 49 seconds East a distance of 210.06 feet to an iron pin; thence proceeding southerly along the West right-of-way of North Slater Street, South 26 degrees 14 minutes 01 seconds East for a distance of 12.68 feet to an iron pin; thence proceeding westerly along the South boundary, South 63 degrees 28 minutes 21 seconds West a distance of 119.99 feet to an iron pin; thence proceeding northerly along the western boundary, North 26 degrees 34 minutes 34 seconds West a distance of 12.67 feet to an iron pin; thence proceeding northerly along the western boundary, North 26 degrees 32 minutes 10 seconds East for a distance of 210.02 feet to an iron pin; thence proceeding northerly along the South right-of-way of East Force Street, North 63 degrees 26 minutes 52 seconds East a distance of 120.08 feet to the POINT OF BEGINNING. Said tract contains 0.614 acres and is more fully set forth on that certain plat of survey entitled "survey for Board of Regents of the university System of Georgia Valdosta State University", dated March 20, 2007, and prepared by Allen Nobles & Associates, Inc., and recorded in the Office of the Clerk of the Superior Court of Lowndes County, Georgia, in Plat Cabinet A, Page 3767.

112 East Gordon

All that tract or parcel of land, with all improvements located thereon, situate, lying and being in Land Lot 61, 11th Land District, Lowndes County, Georgia, and in the City of Valdosta, containing 0.484 acres and being more particularly described as follows:

To find the POINT OF BEGINNING, BEGIN at an iron pin located at the intersection of the North right-of-way line of East Gordon Street (70' r/w) and the West right-of-way line of North Slater Street (50' r/w):

From said POINT OF BEGINNING run south 65 degrees 03 minutes 20 seconds west for a distance of 140.55 feet along the north right-of-way line of East Gordon Street to an iron pin; thence north 24 degrees 54 minutes 48 seconds west for a distance of 150.00 feet to an iron pin; thence north 65 degrees 04 minutes 15 seconds east for a distance of 140.50 feet to an iron pin; thence south 24 degrees 55 minutes 52 seconds east for a distance of 149.97 feet along the west right-of-way line of North Slater Street to the POINT OF BEGINNING; bounded on the east by the west right-of-way of North Slater Street and on the south by the north right-of-way of East Gordon Street, on the west by Valdosta State University Foundation, Inc., and on the north by Frederick Baugh.

Said described tract of land being shown by a map or plat thereof made by Barbara L. Herring, Registered Land Surveyor, dated December 17, 2008, a copy of said Plat being recorded in the Office of the Clerk of the Superior of Lowndes County at Plat ^{Cabinet} B, page 147. Said tract herein conveyed being the identical tract which was described in and conveyed by a certain deed made by Georgia Power Company to Valdosta State College Foundation, Inc. dated May 14, 1996 and recorded in the Office of the Clerk of the Superior Court of Lowndes County on May 14, 1996, at Deed Book 1302, page 12, to which map or plat and deeds and the records thereof reference is hereby made for a more complete description.

EXHIBIT "B"

Form of Quitclaim Deed

After recording, please return to:

Elliott Blackburn PC
3016 N. Patterson Street
Valdosta, Georgia 31602
Parcel ID: 0118A 036, 0118A 036A, 0118A 037, 0118A 037A, 0118A 037B, 0118A 037C

STATE OF GEORGIA

COUNTY OF FULTON

QUITCLAIM DEED

(Valdosta State University South Campus)

THIS INDENTURE, made effective as of the ____ day of _____, 2024, between **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**, a constitutional agency of the State of Georgia (the "Grantor"), and **LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, remised, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, remise, convey and forever confirm, to the said Grantee the following described property (hereinafter, the "Property"):

All those tracts or parcels of land, together with all improvements thereon, lying and being in Lowndes County, Georgia, which are more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

TOGETHER WITH all and singular rights, members, and appurtenances in and to the above-described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said described Property unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming through or under Grantor, but not otherwise, shall at any time, claim or demand any right, title or interest to the aforesaid described Property or its appurtenances.

IN WITNESS WHEREOF, Grantor has executed this Indenture under seal on the day and year set forth above.

GRANTOR:

**BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA**

By: _____
Sandra Lynn Neuse
Vice Chancellor for Real Estate & Facilities

Attest: _____
Christopher A. McGraw
Secretary to the Board

(Board of Regents Seal Affixed Here)

Signed, sealed and delivered, as to Grantor,
in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires: _____
(Notary Public Seal Affixed Here)

EXHIBIT A
Legal Description

TRACT I (901 N Patterson Street)

All that tract or parcel of land, with all improvements located thereon, situate, lying and being in Land Lot 61, 11th Land District, Lowndes County, Georgia, and in the City of Valdosta, containing 0.474 acres and being more particularly described as follows:

To find the POINT OF BEGINNING, BEGIN at an iron pin located at the intersection of the North right-of-way line of East Gordon Street (70' r/w) and the East right-of-way line of North Patterson Street (70' r/w):

From said POINT OF BEGINNING run north 24 degrees 42 minutes 20 seconds west for a distance of 129.26 feet along the west right-of-way line of North Patterson Street to a point; thence north 64 degrees 55 minutes 22 seconds east for a distance of 61.24 feet to a point; thence north 25 degrees 03 minutes 24 seconds west for a distance of 7.49 feet to a point; thence north 64 degrees 24 minutes 22 seconds east for a distance of 41.97 feet to a point; thence south 25 degrees 04 minutes 26 seconds east for a distance of 68.20 feet to a point; thence north 65 degrees 00 minutes 42 seconds east for a distance of 7.74 feet to a point; thence north 24 degrees 59 minutes 18 seconds west for a distance of 8.50 feet to a point; thence north 65 degrees 00 minutes 42 seconds east for a distance of 20.89 feet to a point; thence south 24 degrees 59 minutes 18 seconds east for a distance of 8.50 feet to a point; thence north 65 degrees 00 minutes 42 seconds east for a distance of 9.45 feet to a point; thence south 25 degrees 08 minutes 05 seconds east for a distance of 35.84 feet to a point; thence north 65 degrees 21 minutes 44 seconds east for a distance of 12.84 feet to a point; thence north 24 degrees 59 minutes 39 seconds west for a distance of 8.71 feet to a point; thence north 65 degrees 21 minutes 16 seconds east for a distance of 68.10 feet to a point; thence north 24 degrees 25 minutes 08 seconds west for a distance of 7.97 feet to a point; thence north 64 degrees 56 minutes 08 seconds east for a distance of 16.89 feet to a point; thence south 24 degrees 58 minutes 18 seconds east for a distance of 49.66 feet to an iron pin; thence south 65 degrees 03 minutes 34 seconds west for a distance of 240.01 feet along the north right-of-way of East Gordon Street to the POINT OF BEGINNING; bounded on the east by Valdosta State University Foundation, Inc., and on the south by the north right-of-way of East Gordon Street, on the west by the east right-of-way line of North Patterson Street and on the north by Valdosta State University Foundation, Inc.

Tract I is designated as Tract "B" on that certain map or plat of survey for the Board of the University System of Georgia Valdosta State University dated December 17, 2008, which is recorded at Plat Cabinet B, Page 147, Lowndes County, Georgia real estate records, to which plat reference is hereby made in further aid of description.

Tract I is presently designated as parcels 118A 036 and 118A 036A by the Lowndes County Tax Assessor.

TRACT II (903 N. Patterson Street)

All that tract or parcel of land, with all improvements located thereon, situate, lying and being in Land Lot 61, 11th Land District, Lowndes County, Georgia, and in the City of Valdosta, containing 2.583 acres and being more particularly described as follows:

To find the POINT OF REFERENCE, BEGIN at an iron pin located at the intersection of the North right-of-way line of East Gordon Street (70' r/w) and the East right-of-way lines of North Patterson Street (70' r/w) thence proceed North 24 degrees 42 minutes 20 seconds west for a distance of 129.26 feet to a point being the POINT OF BEGINNING;

From said POINT OF BEGINNING run north 24 degrees 42 minutes 20 seconds west for a distance of 203.82 feet along the west right-of-way line of North Patterson Street to an iron pin; thence north 24 degrees 47 minutes 49 seconds west for a distance of 70.68 feet to an iron pin; thence north 64 degrees 57 minutes 58 seconds east for a distance of 180.08 feet to an iron pin; thence north 24 degrees 43 minutes 34 seconds west for a distance of 60.02 feet to an iron pin; thence north 64 degrees 59 minutes 22 seconds east for a distance of 59.57 feet along the south right-of-way line of Force Street to an iron pin; thence north 64 degrees 48 minutes 03 seconds east for a distance of 15.16 feet along the south right-of-way line of Force Street to an iron pin; thence south 24 degrees 44 minutes 01 seconds east for a distance of 209.81 feet to an iron pin; thence north 65 degrees 05 minutes 33 seconds east for a distance of 120.32 feet to an iron pin; thence south 25 degrees 11 minutes 17 seconds east for a distance of 12.65 feet to an iron pin; thence south 65 degrees 05 minutes 23 seconds west for a distance of 20.66 feet to an iron pin; thence south 24 degrees 56 minutes 49 seconds east for a distance of 7.35 feet to a point; thence south 24 degrees 56 minutes 49 seconds east for a distance of 84.36 feet to an iron pin; thence south 24 degrees 54 minutes 48 seconds east for a distance of 150.00 feet to an iron pin; thence south 65 degrees 04 minutes 04 seconds west for a distance of 100.47 feet along the north right-of-way line of East Gordon Street to an iron pin; thence south 65 degrees 04 minutes 04 seconds west for a distance of 15.00 feet to an iron pin; thence north 24 degrees 58 minutes 18 seconds west for a distance of 49.66 feet to a point; thence south 64 degrees 56 minutes 08 seconds west for a distance of 16.89 feet to a point; thence south 24 degrees 25 minutes 08 seconds east for a distance of 7.97 feet to a point; thence south 65 degrees 21 minutes 16 seconds west for a distance of 68.10 feet to a point; thence south 24 degrees 59 minutes 39 seconds east for a distance of 8.71 feet to a point; thence south 65 degrees 21 minutes 44 seconds west for a distance of 12.84 feet to a point; thence north 25 degrees 08 minutes 05 seconds west for a distance of 35.84 feet to a point; thence south 65 degrees 00 minutes 42 seconds west for a distance of 9.45 feet to a point; thence north 24 degrees 59 minutes 18 seconds west for a distance of 8.50 feet to a point; thence south 65 degrees 00 minutes 42 seconds west for a distance of 20.89 feet to a point; thence south 24 degrees 59 minutes 18 seconds east for a distance of 8.50 feet to a point; thence south 65 degrees 00 minutes 42 seconds west for a distance of 7.74 feet to a point; thence north 25 degrees 04 minutes 26 seconds west for a distance of 68.20 feet to a point; thence south 64 degrees 24 minutes 22 seconds west for a distance of 41.97 feet to a point; thence south 25 degrees 03 minutes 24 seconds east for a distance of 7.49 feet to a point; thence south 64 degrees 55

(903 N Patterson Street continued)

minutes 22 seconds west for a distance of 61.24 feet to the POINT OF BEGINNING; bounded on the east by the Board of Regents of the University System of Georgia, and Frederick Baugh, and Valdosta State University Foundation, Inc., and on the South by the north right-of-way line of East Gordon Street and Valdosta State University Foundation, Inc., and on the west by the east right-of-way line of North Patterson Street, and on the north by the south right-of-way line of Force Street and Betty Jackson Webb.

Said described tract of land being shown by a map or plat thereof made by Barbara L. Herring, Registered Land Surveyor, dated December 17, 2008, a copy of said Plat being recorded in the Office of the Clerk of the Superior of Lowndes County at Plat Book ^{Sheet} B, page 147. Said tract herein conveyed being the identical tract which was described in and conveyed by a certain deed made by Georgia Power Company to Valdosta State College Foundation, Inc. dated August 25, 1992, and recorded in the Office of the Clerk of the Superior Court of Lowndes County on August 26, 1992, at Deed Book 914, page 196, to which map or plat and deeds and the records thereof reference is hereby made for a more complete description.

Tract II is designated as Tract "A" on the above-referenced map or plat of survey recorded at Plat Cabinet B, Page 147, Lowndes County, Georgia real estate records.

Tract II is presently designated as parcel 118A 037 by the Lowndes County Tax Assessor.

TRACT III (109 -111 E. Force Street)

All that tract or parcel of land located, lying and being in Land Lot 61 of the 11th Land District of Lowndes County, Georgia, and being part of Lot 7 and 8 of the C.O. Forrest Subdivision, more particularly described as follows: To find the POINT OF BEGINNING commence at the intersection of the westerly right of way of North Slater Street with the southerly right of way of East Force Street; thence South 63 degrees 26 minutes 52 seconds West for a distance of 120.08 feet to an iron pin and the POINT OF BEGINNING; thence South 26 degrees 32 minutes 10 seconds East for a distance of 210.02 feet to an iron pin; thence South 63 degrees 31 minutes 52 seconds West for a distance of 120.38 feet to an iron pion; thence North 26 degrees 19 minutes 23 seconds West for a distance of 209.86 feet to an iron pin; thence North 63 degrees 27 minutes 23 seconds East for a distance of 119.60 feet to an iron pin and the POINT OF BEGINNING. Said tract contains 0.5783 acres and is more particularly shown and described on that survey for the Valdosta State University dated November 25, 1996, prepared by Devane Engineers and Surveyors, Inc., identified as Tract One-A thereon. Said survey is referred to herein for all purposes including in aid of description and is recorded in the Lowndes County Deed Records in Plat Record Book A, Page 1045.

Tract III is presently designated as parcel 118A 037A by the Lowndes County Tax Assessor.

TRACT IV (906 – 908 Slater Street)

All that tract or parcel of land situate, lying and being in Land Lot 61 of the 11th Land District, in the City of Valdosta, Lowndes County, Georgia, and being more particularly described as follows:

Commence at a point at the intersection of North Slater Street and East Force Street at an iron pin, said point being the POINT OF BEGINNING. Thence proceeding southerly along the West right-of-way of North Slater Street, South 26 degrees 31 minutes 49 seconds East a distance of 210.06 feet to an iron pin; thence proceeding southerly along the West right-of-way of North Slater Street, South 26 degrees 14 minutes 01 seconds East for a distance of 12.68 feet to an iron pin; thence proceeding westerly along the South boundary, South 63 degrees 28 minutes 21 seconds West a distance of 119.99 feet to an iron pin; thence proceeding northerly along the western boundary, North 26 degrees 34 minutes 34 seconds West a distance of 12.67 feet to an iron pin; thence proceeding northerly along the western boundary, North 26 degrees 32 minutes 10 seconds East for a distance of 210.02 feet to an iron pin; thence proceeding northerly along the South right-of-way of East Force Street, North 63 degrees 26 minutes 52 seconds East a distance of 120.08 feet to the POINT OF BEGINNING. Said tract contains 0.614 acres and is more fully set forth on that certain plat of survey entitled "survey for Board of Regents of the university System of Georgia Valdosta State University", dated March 20, 2007, and prepared by Allen Nobles & Associates, Inc., and recorded in the Office of the Clerk of the Superior Court of Lowndes County, Georgia, in Plat Cabinet A, Page 3767.

Tract IV is presently designated as parcel 118A 037B by the Lowndes County Tax Assessor.

TRACT V (112 East Gordon)

All that tract or parcel of land, with all improvements located thereon, situate, lying and being in Land Lot 61, 11th Land District, Lowndes County, Georgia, and in the City of Valdosta, containing 0.484 acres and being more particularly described as follows:

To find the POINT OF BEGINNING, BEGIN at an iron pin located at the intersection of the North right-of-way line of East Gordon Street (70' r/w) and the West right-of-way line of North Slater Street (50' r/w):

From said POINT OF BEGINNING run south 65 degrees 03 minutes 20 seconds west for a distance of 140.55 feet along the north right-of-way line of East Gordon Street to an iron pin; thence north 24 degrees 54 minutes 48 seconds west for a distance of 150.00 feet to an iron pin; thence north 65 degrees 04 minutes 15 seconds east for a distance of 140.50 feet to an iron pin; thence south 24 degrees 55 minutes 52 seconds east for a distance of 149.97 feet along the west right-of-way line of North Slater Street to the POINT OF BEGINNING; bounded on the east by the west right-of-way of North Slater Street and on the south by the north right-of-way of East Gordon Street, on the west by Valdosta State University Foundation, Inc., and on the north by Frederick Baugh.

Said described tract of land being shown by a map or plat thereof made by Barbara L. Herring, Registered Land Surveyor, dated December 17, 2008, a copy of said Plat being recorded in the Office of the Clerk of the Superior of Lowndes County at Plat ^{Cabinet} Book B, page 147. Said tract herein conveyed being the identical tract which was described in and conveyed by a certain deed made by Georgia Power Company to Valdosta State College Foundation, Inc. dated May 14, 1996 and recorded in the Office of the Clerk of the Superior Court of Lowndes County on May 14, 1996, at Deed Book 1302, page 12, to which map or plat and deeds and the records thereof reference is hereby made for a more complete description.

Tract V is designated as Tract "C" on the above-referenced map or plat of survey recorded at Plat Cabinet B, Page 147, Lowndes County, Georgia real estate records.

Tract V is presently designated as parcel 118A 037C by the Lowndes County Tax Assessor.

EXHIBIT “C”

Form of Lease

See Attached.

**STATE OF GEORGIA;
COUNTY OF LOWNDES:**

INTERGOVERNMENTAL RENTAL AGREEMENT

THIS INTERGOVERNMENTAL RENTAL AGREEMENT hereinafter referred to as “Agreement”, is made and entered into as of _____, 2024 (the “Effective Date”), by and between **LOWNDES COUNTY, GEORGIA**, whose address for purposes of this Agreement is P.O. Box 1349, Valdosta, Georgia 31603, party of the first part, hereinafter referred to as “Landlord”, and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**, whose address for purposes of this Agreement is 270 Washington Street, Seventh Floor, Atlanta, Georgia, 30334, party of the second part, hereinafter referred to as “Tenant”, for the use and benefit of **VALDOSTA STATE UNIVERSITY**, a unit of the University System of Georgia, hereinafter referred to as “Institution.”

WITNESSETH THAT:

WHEREAS, as of the Effective Date, Landlord is the owner of certain improved real property located at 901-903 North Patterson Street, 109 East Force Street, 906-908 Slater Street, and 112 East Gordon Street, Valdosta, Georgia 31601, formerly known as the Valdosta State University South Campus, hereinafter referred to as the “Property”; and

WHEREAS, as a condition of the sale of the Property by Tenant to Landlord on the Effective Date, Landlord has agreed to make approximately 6,654 square feet of space on the first floor of Building “B” located on the Property at 901 North Patterson Street, Valdosta, Georgia 31601 available for lease by Tenant for Institution’s use for educational purposes, said space being hereinafter referred to as the “Premises” and more particularly described in that certain site plan and aerial photograph marked EXHIBIT "A" attached hereto; and

WHEREAS, Institution’s educational degree programs have a need for continued use of the Premises for educational purposes, specifically to operate its Marriage and Family Therapy Program (the “Program”), until such time that new space becomes available on Institution’s campus for said programming (the “New Space”); and

WHEREAS, Tenant has determined the Premises remains suitable for the purpose of operating the Program; and

WHEREAS, Landlord has duly authorized and approved this Agreement; and

WHEREAS, pursuant to Board of Regents Policy Manual Section 9.10, Tenant has administratively approved the Agreement; and

WHEREAS, Landlord and Tenant are empowered to enter into this agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years;

NOW THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and for other good and valuable consideration, in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.
PROPERTY RENTED

For and in consideration of the mutual promises and of the terms and conditions hereinafter set forth to be kept by Tenant, Landlord hereby grants and rents the Premises unto Tenant, including ingress thereto and egress therefrom (which ingress and egress by Tenant and its invitees shall not unreasonably interfere with Landlord's use and occupancy of the remainder of the Property), and Tenant does hereby take and hire the Premises from Landlord, on the promises and on the terms and conditions hereinafter set forth. This Agreement creates the relationship of Landlord and Tenant between the parties hereto, and no estate shall pass from Landlord to Tenant under this Agreement. Tenant has, by virtue of this Agreement, only a usufruct as that word is set forth and used in O.C.G.A. Ch. 44-7.

2.
TERM AND EXTENSIONS

2.1 This Agreement shall be for the term beginning on the Effective Date and ending at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on December 31, 2024 (the "Initial Term") unless sooner terminated as hereinafter provided.

2.2 Subject to an event of Force Majeure (as defined herein), should Tenant cease to operate the Program on the Premises for a period of sixty (60) consecutive days, or be otherwise abandoned, this Agreement may be terminated by Landlord by delivery of written notice of termination to Tenant.

2.3 Landlord, in consideration of the covenants, agreements, provisions, and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby give and grant unto Tenant the exclusive right, privilege, and option of renewing or extending this Agreement at the expiration of the Initial Term on a monthly basis for up to ten (10) consecutive months (each, a "Renewal Term"). Said renewal or extension shall be upon the same terms, conditions, covenants, provisions, stipulations, and agreements as herein set forth and at the monthly rate of rental herein stipulated in Exhibit "B", attached hereto and incorporated herein; provided, however, that written notice of Tenant's desire, through the President or Vice President for Finance and Administration of Valdosta State University, a unit of the University System of Georgia, to exercise such option shall be given to Landlord at least five (5) days prior to the expiration date of the Initial Term or of any Renewal Term. It is further provided that this option may be exercised by Tenant only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms, and conditions of this Agreement on the part of Tenant to be performed, kept, and observed, have been fully and faithfully performed, kept, and observed. Landlord and Tenant agree that Tenant's notice of its intent to exercise an option for a Renewal Term may be transmitted to Landlord by electronic mail.

2.4 Any and all references to the "Term" of the Agreement contained within this Agreement shall include not only the Initial Term but also any subsequent Renewal Term to the extent exercised by Tenant.

2.5 Whenever a period of time is herein prescribed for action to be taken by Tenant there shall be excluded from the computation for any such period of time an event of "Force Majeure," which shall be detailed in a written notification from Tenant to Landlord. As used in the Agreement, the term "Force Majeure" shall include strikes, public health emergencies, pandemics, riots, acts of God, war, or governmental laws, regulations and restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Tenant.

3.
RENT

Tenant shall pay Landlord, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by Landlord, the total fixed equal monthly rental as set forth in Exhibit B, for the use and rent of the said Premises beginning on the first day of the Initial Term and payable on the first day of each Renewal Term thereafter.

4.
OCCUPANCY AND USE OF PREMISES

Tenant shall occupy the Premises continuously throughout the Term and, subject to an event of Force Majeure, will not desert, surrender, abandon, or cease using the Premises during the Term. Tenant shall use the Premises solely for the educational purposes herein set forth and for the purpose of operating the Program or other educational purposes of Tenant or the Institution. Tenant's use of the Premises shall be subject to and in accordance with the existing and future rules, regulations, and policies of Landlord. Without limitation of the foregoing, Tenant shall not: (a) use the Premises for any illegal purpose, or for any purpose inimical to the health, safety, and welfare of the public; (b) commit, or suffer to be committed, any waste in or on the Premises; or (c) create, or permit to be created, any nuisance in or on the Premises.

5.
RENOVATION, OPERATIONS AND MAINTENANCE

During the Term, Landlord shall maintain the common areas of the Property in a usable, structurally sound condition suitable for the purposes and requirements of the Program, and Landlord shall be responsible for all necessary structural repairs to the Premises' walls, floors, and ceiling, as well as the heating, cooling, electrical, and plumbing systems serving the Premises and the common areas of the Property that serve the Premises. Tenant, at its own expense, shall be responsible for providing and paying for the following services to the Premises: janitorial services, trash collection and removal (to a Landlord-provided dumpster or other receptacle), and telecommunications services (including hardline telephone and internet). Landlord, at its own expense, shall be responsible to provide and pay for the following services to the Premises: water, sewer, electrical, and other utility services provided to the Premises (excluding telecommunications services). Landlord shall also be responsible for removing waste from the Property. Tenant shall not commit waste upon the Premises and shall maintain and keep in good repair the Premises and the improvements within the Premises throughout the Term but only to the extent of the monies appropriated or lawfully provided for that purpose. Tenant shall not commence renovations to the Premises without first obtaining written permission from Landlord. Renovations of the Premises requested by Tenant and approved by Landlord shall be performed at Tenant's sole cost unless otherwise agreed upon by Landlord and Tenant.

6.
QUIET ENJOYMENT

Tenant hereby acknowledges that it has fully inspected the Premises, and the Premises is considered to be in satisfactory condition for the Program. Tenant further acknowledges that no representation or warranty as to the title to or condition of the Premises has been made by Landlord, its officers, employees, representatives or agents, or by any other person whomsoever, and Landlord makes no warranty whatsoever as to the title to or the present condition of the Premises.

Notwithstanding the foregoing, Landlord agrees that Tenant, upon paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly, and peacefully have, hold, use, possess, enjoy, and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said Term, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever claiming under Landlord. If for any reason whatever, Tenant is deprived of its right to lawfully, quietly, and peacefully have, hold, use, possess, enjoy, and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by Landlord or by any other person or persons whatsoever, and Landlord fails to cure such deprivation within thirty (30) days of Tenant's written notice therefor, or such longer time period as may be required so long as Landlord has commenced curative action and is then diligently prosecuting same, then upon Landlord's failure to cure as provided herein, this Agreement may be immediately canceled and terminated at the option of Tenant by giving Landlord notice thereof.

7.

AMERICANS WITH DISABILITIES ACT

In performing renovations, Tenant shall be responsible for all costs and compliance with Title III of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., (hereinafter the "ADA"). Notwithstanding any provision of this agreement to the contrary, Landlord is and shall be solely responsible for assuring that the Premises and all common areas are at all times in compliance with the ADA and all regulations promulgated thereunder. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures associated with ADA and regulatory compliance.

8.

MUTUAL APPROVAL OF PLANS

All plans for facility modifications shall be subject to the approval of the Landlord, which will not be unreasonably withheld. Any construction and improvements of the Premises by Tenant shall conform to "state minimum standard codes", as defined in O.C.G.A. Title 8, Part 2, entitled "State Building, Plumbing, Electrical, Etc., Codes."

9.

NO ASSIGNMENT OR SUBLETTING

The Premises are leased for the sole use of the Tenant, the Institution, and units of the University System of Georgia, to be used under the terms of this Agreement for operation of the Program only, and said Premises are not to be assigned, sublet, or otherwise made available to third parties without the express written consent of Landlord.

10.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

Tenant shall, at all times, obey and be in strict compliance with all applicable federal, state, and local laws, regulations, and ordinances.

11.
TRADE FIXTURES

Tenant will remove all of Tenant's personal property and Tenant's trade fixtures from the Premises on or before the expiration or termination time and date of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property and Tenant's trade fixtures. Tenant agrees that all of Tenant's personal property and trade fixtures in or on the Premises are located there at Tenant's risk and Landlord shall not be liable for any damage thereto or loss thereof.

12.
INSPECTION

For the purpose of inspecting the Premises and facilities, Tenant shall permit Landlord, upon reasonable prior notice, to enter in and on the Premises and within the facilities during either Landlord's regular business hours or Tenant's regular business hours. No inspection, review, or approval of plans or Premises of Tenant by Landlord shall be deemed to be for Tenant's benefit or the Institution's benefit. Any such inspection, review, approval, or other act by Landlord shall be deemed for the Landlord's own benefit and purposes only.

13.
INSURANCE

13.1 Third Party Liability: The Tenant shall be responsible to the extent and coverage of the Georgia Tort Claims Act, O.C.G.A. 50-21-20 *et seq* from the time of the signing of this agreement or from the Effective Date, whichever shall be later, for third party liability of any kind resulting from its use, occupancy, or any construction work undertaken by Tenant or on Tenant's behalf. . Landlord shall be responsible for providing insurance covering third party liability resulting from the acts or omissions of its officers and employees, and any landowner liability not due to the acts or omissions of Tenant or Tenant's officers, employees, invitees or persons covered by the Tort Claims Act. It is expressly agreed and understood that under no circumstances shall either party be liable to the other for consequential, or exemplary damages to the extent allowed by law.

13.2 Fire and Hazard Insurance: Tenant shall be responsible for obtaining insurance (including self-insurance) through commercial insurance or state cooperative insuring programs for its personal property and trade fixtures on the Premises. Landlord shall maintain a fire and all risks hazard insurance coverage upon the improvements on the Premises (other than Tenant's trade fixtures), such insurance to be in an amount not less than the full replacement cost of such improvements, exclusive of excavations and foundations. In the event of any damage or loss, Tenant shall notify Landlord immediately.

14.
DEFAULT BY TENANT

If Tenant defaults in the performance or observance of any provision of this Agreement which is required to be kept by Tenant, notwithstanding whether such event of default be monetary or nonmonetary in nature, and remains in default for thirty (30) calendar days after the date of service of notice of such default by Landlord; Landlord may, but only during continuance of such default, proceed to terminate the Agreement and Tenant's rights thereunder.

15.
NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as “notices,” required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice) and the original of said notice shall be sent by nationally recognized express delivery service such as Federal Express or United Parcel Service, or the United States Postal Service via 1) Priority Mail or 2) Certified Mail Return – Return Receipt Requested, postage prepaid and addressed to the recipient party at the addresses below. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

If to Landlord:	Paige Dukes County Manager Lowndes County, Georgia P.O. Box 1349 Valdosta, Georgia 31603
With a copy to:	Walter Elliott Elliott Blackburn PC 3016 North Patterson Street Valdosta, Georgia 31602
If to Tenant:	Traycee Martin Vice President for Finance and Administration Valdosta State University 1500 N. Patterson Street Valdosta, Georgia 31698
With a copy to:	Director of Real Estate Services Board of Regents of the University System of Georgia 270 Washington Street, SW Atlanta, Georgia 30334

16.
TIME OF THE ESSENCE

Time is of the essence of this Agreement.

17.
HOLDING OVER

Tenant shall not use and shall promptly vacate possession of the Premises upon the expiration or any termination of the Term. Any holding over or continued use or occupancy of the Premises by Tenant after the expiration or termination of the Term, without consent of Landlord, shall not constitute a Tenancy-At-Will in Tenant, but Tenant shall be a tenant-at-sufferance and shall be required to vacate the Premises immediately without

notice. There shall be no renewal or extension of the Term by operation of law and in no event, without a new written Agreement, shall the occupancy extend beyond fifty (50) years.

18.
NO JOINT VENTURE

Nothing contained in this Agreement shall make, or be construed to make, Landlord, Institution, or Tenant partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either Landlord or Tenant liable to a third party for the debts or obligations of the other.

19.
NON WAIVER

No failure at either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at a variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

20.
RIGHTS CUMULATIVE

All rights, powers, and privileges conferred by this Agreement upon Landlord and Tenant shall be cumulative of, but not restricted to, those given by law.

21.
SEVERABILITY

If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or enforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

22.
BINDING EFFECT

Each of the terms and conditions of this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto and to their successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case specifically expressed.

23.
INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and

between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

24.
GEORGIA AGREEMENT

This Agreement shall be governed by, construed under, performed, and enforced in accordance with the laws of the State of Georgia.

25.
SECTION HEADINGS

The brief headings or titles preceding each section herein are merely for purposes of section identification, convenience, and ease of reference, and shall be completely disregarded in the construction of this Agreement.

26.
COUNTERPARTS

This Agreement may be executed in multiple counterparts including the use of electronic signatures (e.g. DocuSign), each of which is deemed an original of equal dignity with the other and which is deemed on and the same instrument as the other.

27.
SPECIAL STIPULATIONS

The Special Stipulations attached hereto as Exhibit “B” are incorporated by reference herein. In the event of any conflict between the provisions herein and the Special Stipulations, the Special Stipulations shall control.

28.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between the Landlord and Tenant concerning the subject matter hereof, and it constitutes the full, complete, and entire agreement between Landlord and Tenant with respect to the Premises and Tenant’s use and occupancy thereof; no member, officer, employee, representative, or agent of Landlord or Tenant has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Landlord and Tenant and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, Landlord and Tenant, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed, and delivered all as of the Effective Date.

LANDLORD:

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter
Chairman

Attest: _____
Belinda Lovern
Clerk

TENANT:

BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA

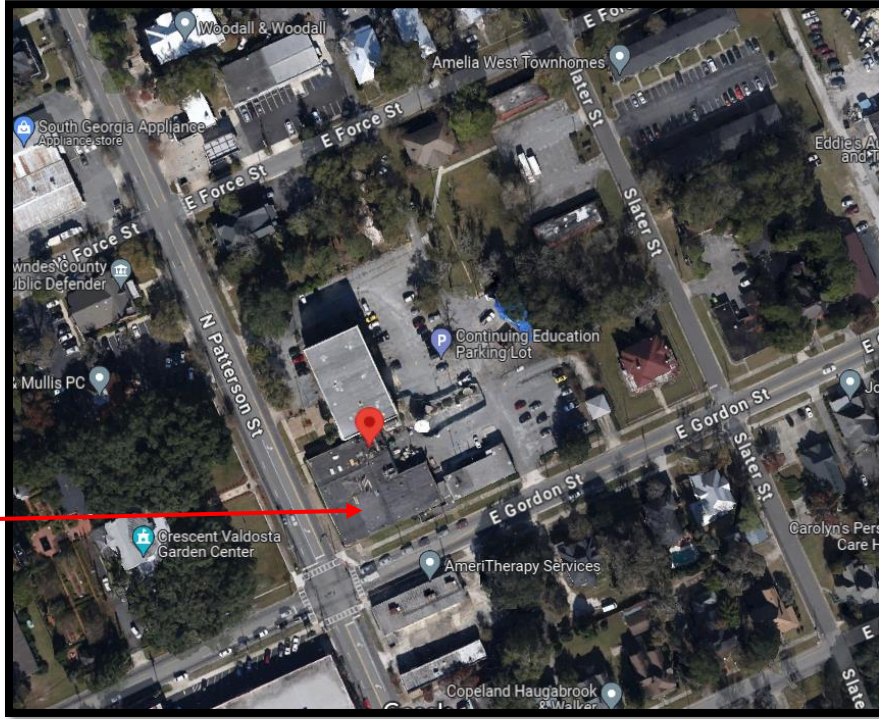
By: _____
Sandra Lynn Neuse
Vice Chancellor for Real Estate and Facilities

Attest: _____
Alan Travis
Associate Vice Chancellor

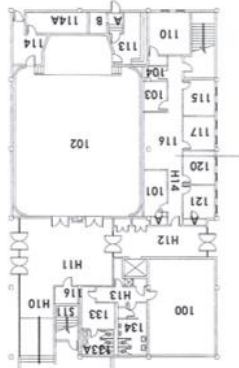
EXHIBIT "A"

The "Premises"

The Premises



CONT ED-1ST FLOOR



(Premises highlighted in Yellow Above)

**EXHIBIT “B”
SPECIAL STIPULATIONS**

1. **Fixed Rent:** The fixed rent (the “**Fixed Rent**”) payable pursuant to Section 3 of this Agreement shall be:
 - a. For the period beginning on the Effective Date, and ending December 31, 2024, the Fixed Rent shall be paid monthly in the amount of \$1.00.
 - b. Should Tenant have timely exercised any options to renew this Agreement beyond December 31, 2024, the Fixed Rent shall be as set forth in the table below:

Renewal Options:

Renewal Term:	Option Term:	Monthly Rent
1	January 1, 2025 – January 31, 2025	\$1.00
2	February 1, 2025 – February 28, 2025	\$1.00
3	March 1, 2025 – March 31, 2025	\$1.00
4	April 1, 2025 – April 30, 2025	\$1.00
5	May 1, 2025 – May 31, 2025	\$1.00
6	June 1, 2025 – June 30, 2025	\$1.00

2. **Parking:** At no additional cost to Tenant, Landlord shall make available throughout the Term, sufficient parking on the Property for Tenant’s staff, students and visitors to the Premises. Parking shall be unassigned and will be available on a first-come, first-served.
3. **Signage:** Unless otherwise mutually agreed upon by Landlord and Tenant, Landlord hereby agrees that any existing signage on the Property associated with the Institution and/or the Program shall be allowed to remain in place until the end of the Term. All such signage will be maintained at Tenant’s sole cost.
4. **Tenant’s Early Termination Rights:** If, at any point during the Term, the New Space becomes available for occupancy by Tenant, Tenant shall have the right to terminate the Agreement without penalty at least five (5) business days following Tenant’s written notice to Landlord that it intends to vacate the Premises.

END OF EXHIBIT “B”

HEARING CERTIFICATE

The undersigned, James R. Miller, having served on the date hereof as the representative of Lowndes County, Georgia (the "County"), at a public hearing held pursuant to O.C.G.A. § 36-9-3(c)(2), HEREBY CERTIFIES as follows:

(1) A hearing, open to the public (the "Public Hearing"), was held on **Wednesday, October 16, 2024, at 9 a.m.**, in the **Lobby of the First Floor** of the real property located at **901 North Patterson Street, Valdosta, Georgia 31601** (the "Property"). Conspicuous notice of the Public Hearing was posted in advance of said hearing by the undersigned in multiple locations on the exterior doors of the Property on October 7, 2024. A copy of the public notice for the Public Hearing is attached hereto as Exhibit A. The undersigned was present throughout the Public Hearing, and Traycee Martin, an employee of Valdosta State University, was also present as a witness.

(2) The purpose of the Public hearing was to receive comments and concerns, if any, from members of the public concerning the proposed lease of 6,654 square feet of space on the first floor of Building "B" located on the Property (the "Premises") by Lowndes County to the Board of Regents of the University System of Georgia for the continued use of the Premises by Valdosta State University to operate its Marriage and Family Therapy Program (the "Program"), until such time as a planned new space becomes available on the University's campus for the Program. The proposed lease term, if approved, would end no later than October 31, 2025, and the proposed monthly rent to be paid by the Board of Regents is \$1.00.

(3) The Public Hearing provided a reasonable opportunity for interested individuals and members of the public to appear at the Property and express their comments and concerns regarding the proposed lease transaction. At the Public Hearing, the following persons were in attendance and expressed comments and concerns regarding the proposed lease of the Premises to the Board of Regents: None.

No one else having appeared to speak on the matter, the undersigned representative of Lowndes County, Georgia, declared the Public Hearing closed.

GIVEN under my hand, this 16th day of October, 2024.



James R. Miller
Hearing Representative

EXHIBIT A

COPY OF THE NOTICE FOR THE PUBLIC HEARING

[Attached]

**NOTICE OF PUBLIC HEARING ON PROPOSED LEASE OF COUNTY
PROPERTY FOR EDUCATION PURPOSES**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of O.C.G.A. § 36-9-3(c), the Board of Commissioners of Lowndes County (the “Board of Commissioners”), by and through its hearing officer, will conduct a public hearing on **Wednesday, October 16, 2024, at 9 a.m.**, in the **Lobby of the First Floor** of the real property located at **901 North Patterson Street, Valdosta, Georgia 31601** (the “Property”) concerning the planned lease of 6,654 square feet of space on the first floor of Building “B” located on the Property (the “Premises”) to the Board of Regents of the University System of Georgia (the “Board of Regents”).

The Board of Commissioners is contemplating the purchase of the Property from the Board of Regents. As part of the discussions and negotiations relating to that potential purchase, the Board of Regents has informed the Board of Commissioners that Valdosta State University (the “University”) will have a temporary need for the continued use of the Premises to operate its Marriage and Family Therapy Program (the “Program”), until such time as a planned new space becomes available on the University’s campus for the Program. It is therefore contemplated that, if the purchase and sale of the Property occurs, as a condition to and as an integral part of the purchase and sale of the Property, the Board of Commissioners will lease to the Board of Regents the Premises for a period of time that shall end no later than October 31, 2025. If the lease transaction is approved, the monthly rent for the Premises will be \$1.00.

All interested persons having comments and concerns regarding the proposed lease of the Premises by the Board of Commissioners to the Board of Regents may appear and be heard at such hearing.

LOWNDES COUNTY, GEORGIA

By: 
James R. Miller, Hearing Officer

