

CONSENT AGENDA ITEM SUMMARY
April 3, 2025, City Council Workshop
Item Number: 6A



Presented by: Brian Linton, Director

Technology Services Department

ITEM SUMMARY:

Request for approval to pay the Microsoft 365 annual maintenance invoice to SHI, for \$45,989.60.

SPECIAL CONSIDERATIONS OR CONCERNS:

This is an annual maintenance renewal for the Microsoft 365 subscription, for Teams Meetings, Outlook-Email, Word, Excel, PowerPoint, etc.

STAFF RECOMMENDATION:

This is a budgeted expense. Staff recommends approval.

FINANCIAL IMPACT:

\$45,989.60

FUNDING SOURCE:

Line 100-5.1535.52.1303

ATTACHMENTS:

SHI invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Pricing Proposal
Quotation #: 25944939
Reference #: EA# 56075006
Created On: 3/12/2025
Valid Until: 3/31/2025

GA-City of McDonough

Brian Linton

GA
United States
Phone: 678-782-6297
Fax:
Email: BLinton@McDonoughGa.org

Inside Account Executive

John Kearney

290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OneDrive business P1 GCC Sub Per User Microsoft - Part#: 3NP-00002 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: - 3/31/2026	80	\$46.32	\$3,705.60
2 Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: - 3/31/2026	80	\$52.21	\$4,176.80
3 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: - 3/31/2026	80	\$391.92	\$31,353.60
4 M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: - 3/31/2026	80	\$84.42	\$6,753.60
5 Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: - 3/31/2026	120	\$0.00	\$0.00
Total			\$45,989.60

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CONSENT AGENDA ITEM SUMMARY
April 3, 2025, City Council Workshop
Item Number: 6B



Presented by: Steve Morgan, City Administrator

Administration

ITEM SUMMARY:

Request for approval to pay the Otis Elevator annual maintenance in the amount of \$15,178.92.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$15,178.92

FUNDING SOURCE:

Line Item - 100-5.1565.52.2240

ATTACHMENTS:

Otis Signature Service invoice/contract

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARMENTAL REVIEW

☒ Finance



Service Contract INVOICE

Page 1 of 3

CUSTOMER NO.: 407263
DATE: 3/17/2025
INVOICE NO.: 100401884270

City of McDonough Administration
DUE DATE: 4/1/2025

ACCOUNT SUMMARY

BUILDING ADDRESS

CITY OF MCDONOUGH ADMIN B KEYS FERRY STREET MCDONOUGH GA 30253
CONTRACT: 89665 | TAP06757

Maintenance Service from 4/1/2025 to 3/31/2026 \$15,648.36
Special Billing \$-469.44

NET SERVICE CONTRACT AMOUNT \$15,178.92
Sales Tax \$0.00

TOTAL SERVICE CONTRACT AMOUNT DUE \$15,178.92

IMPORTANT MESSAGES

To automate your payment, opt in to paperless billing, or to change your billing address, please visit <https://otis.payinvoicedirect.com> or scan the QR code below.



ACH Payment Information:

Bank Name: JP Morgan Chase
Acct Name: Otis Elevator Company
Acct #: 55-20622
Routing #: 071000013

QUESTIONS?

AR Rep's Email:
lakshay.parashar@otis.com

AR Rep's Phone#: 1-844-636-6847
OTISLINE®: 1-800-233-6847

100

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.

PAYMENTS NOT RECEIVED BY THE DUE DATE OF THE INVOICE SHALL INCUR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH (18% PER ANNUM) OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS. A PROCESSING FEE WILL BE APPLIED TO CREDIT CARD PAYMENTS.

DETACH DOCUMENT ALONG PERFORATION. ENCLOSE AND RETURN THIS COUPON WITH YOUR PAYMENT.

OTIS

11760 US Hwy 1 Suite W600 Palm Beach Gardens FL 33408

MB 01 011307 47781 G 38 A



CITY OF MCDONOUGH
ATTN Joani Clemson
136 Keys Ferry Street
MCDONOUGH GA 30252

CUSTOMER NO.: 407263
DUE DATE: 4/1/2025
INVOICE NO.: 100401884270
TOTAL SERVICE CONTRACT AMOUNT: \$15,178.92

MAKE CHECK PAYABLE TO:

Otis Elevator Company
PO Box 730400
Dallas TX 75373-0400



100401884270 0001517892 0



Signature
Service

Service Contract
SERVICE NOTIFICATION

Page 3 of 3

CUSTOMER NO.: 407263
DATE: 3/17/2025
INVOICE NO.: 100401884270

City of McDonough Administration

BUILDING INFORMATION

Customer# - Name	PO Number	Gross Price	Fees/ Discount	Net Price	Tax Type	Tax Rate	Tax	Total
Contract Number: 89665 - TAP06757								
Building: CITY OF MCDONOUGH ADMIN B - KEYS FERRY STREET MCDONOUGH GA 30253								
Building: MCDONOUGH POLICE DEPARTME - 50 LAWRENCEVILLE ST MCDONOUGH GA 30253-2351								
407263 - City of McDonough Administration		15,648.36	-469.44	15,178.92				15,178.92
	Total	15,648.36	-469.44	15,178.92				15,178.92

011307 2/2

011307 2/2

Public Safety - Police Department

GOOD GOVERNANCE
Guiding Principle: Fiscal Responsibility, Accountability, Transparency



CITY OF MCDONOUGH
DEPARTMENT PRESENTATION

McDonough Police Department
Chief Noble



The following presentation is intended to educate and provide information to McDonough personnel.
Please DO NOT share with outside parties.



CITY OF MCDONOUGH
DEPARTMENT PRESENTATION

Paladin Drones

Previous Contract

- \$84,000 annually for 2 drones
- FAA and BVLOS permits
- Unlimited maintenance and repairs for damages .
- 24/7 customer support

Proposed Contract

- \$83,919.00 annually for all 3 drones
- Includes items from previous contract
- Includes addition of Avanta 2 Drone
- Includes Automatic Dependent Surveillance-Broadcast ADS-B. Eliminates having visual observers



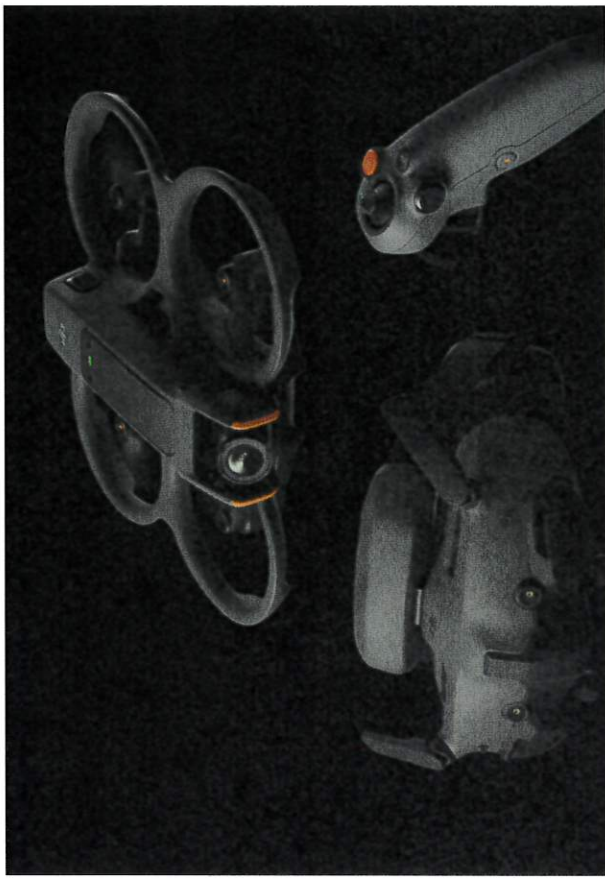
CITY OF MCDONOUGH
DEPARTMENT PRESENTATION

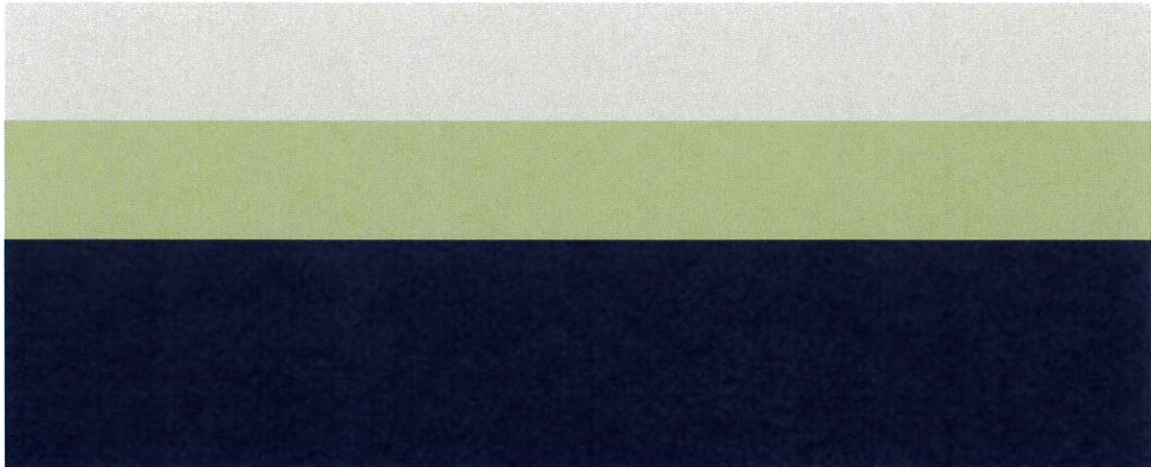
Paladin Drones

Pros of product

- Compact design can fit in smaller spaces and maneuvers easily.
- Recommended for use inside a building but can be used anywhere.
- Quick deployment.

Avanta 2





CITY OF MCDONOUGH
DEPARTMENT PRESENTATION

McDonough Police Dept.
Chief Noble

PALADIN ORDER FORM

1. **Parties:** This Agreement (“**Agreement**”) is entered into on **07/02/2025** (“**Effective Date**”), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 11241 Richmond Ave, Ste E102, Houston, TX 77082 (hereinafter, “**Paladin**”) and **City of McDonough, GA** with an address of **50 Lawrenceville Street, McDonough, GA 30253** (hereinafter, “**Customer**”); and collectively the “**Parties.**”
2. **Consideration.** WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:
3. **Definitions.** All definitions under this contract are subject to the definitions listed under the attached Terms and Conditions (hereinafter, “**Exhibit B**”).
4. **Incorporation of Exhibit.** This Agreement includes Paladin Quote (i.e., Exhibit A), Paladin Terms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).
5. **Superseding Clause of Exhibits.** Paladin Terms and Conditions (i.e., Exhibit B), is superseded by Additional Terms and Conditions (i.e., Exhibit C).

Initial Effective Date: 7/2/2025 Final Term End Date: 7/1/2026 Pricing Package: Premium DFR (ADS-B)	Billing Frequency: Annually Payment Terms: Net 30 days Price: See Exhibit A
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6. **Services.** As part of the Onboarding Services, Paladin will provide Implementation Services. Subject to the terms described infra, Paladin will grant Customer access to the Watchtower software, and provide Support Services during an Active Term. The same will be offered with each Renewal Term.
7. **Fees.** Paladin will charge Customer a recurring Annual Subscription Fee in accordance with this Agreement. Paladin’s offered Price (see Exhibit A) is only available for sixty (60) from the date of the offer. The Subscription Fee has a minimum term of one (1) year from the date set forth in Exhibit B. Renewal Terms will begin on the date of the Renewal Agreement. Customer understands that additional drones can only be added at the beginning of a Term. Upon full payment of any Term, Customer will own the Drone free and clear of any lien or interest by Paladin.
8. **Implementation Services.** During any Active Term, Customer is granted Implementation Services at any time during an Active Term, which include but are not limited to customized Customer support, training, and Onboarding Services (*see Exhibit B Sec. 1 for details*).

9. **Billing.** Unless otherwise provided in Exhibit C, all Fees will be due and payable in advance on the terms indicated herein, and each invoice will be emailed to the Customer's billing contact indicated below. Customer accepts an emailed invoice as an actual invoice and will not require a written invoice as a condition for payment.
10. **Renewal Term.** The Agreement is subject to renewal on the terms set forth in Exhibit B. The Pricing Package applicable for each Renewal Term will be determined based on the aggregate amount of Customer Selected Applications at the time of renewal. Exhibit A's pricing offer is only available for sixty (60) days from the date of the offer. *See* specific pricing in Exhibit A. The Customer understands that they may add additional Drone(s) throughout any term and that **Adding a Drone will dissolve the remainder of the Active Term and start a Renewal Term from the date of the renewal Agreement's respective Exhibit B.**
11. **Termination.** The Agreement is subject to early termination on the terms set forth in Exhibit B.
12. **Time of the Essence.** Time is of the essence in the performance of Parties' obligations herein.
13. **Entire Agreement.** By executing this Agreement, each party agrees to be bound by its terms, and the Incorporated Documents, collectively the "Agreement." This Agreement contains the entire agreement among the Parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto, unless set forth in a document executed by the Parties contemporaneously with this Agreement. If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Paladin and Customer, the terms of this Agreement shall control, but shall be superseded only by terms in Exhibit C, which shall be Customer's additional terms.
14. **Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Paladin IP.
15. **Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, PALADIN IP IS PROVIDED "AS IS," AND PALADIN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET

FORTH IN THE TERMS & CONDITIONS.

16. Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

17. Authority to Execute Agreement. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Paladin Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

(Signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

PALADIN DRONES INC.

By:

Name: Divy Shrivastava

Title: CEO

CITY OF MCDONOUGH, GA

By:

Name:

Title:

The terms and conditions of this Agreement govern all transactions contemplated by this Agreement, including all orders by Customer. Any proposed purchase order and/or other document submitted by Customer is null and void.

Exhibit A
PALADIN QUOTE

[See attached.]



McDonough Police Dept, GA 2025 Renewal

McDonough Police Dept, GA

50 Lawrenceville St
McDonough, GA 30253
US

Reference: 20250129-145022717

Quote created: January 29, 2025

Quote expires: March 30, 2025

Quote created by: Josh Nassau

josh.ny@paladindrone.io

Paul Honcharik

phoncharik@mcdonoughga.org
678-414-8094

Ken Noble

knoble@mcdonoughga.org
(770) 957-1218

Comments from Josh Nassau

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a one (1) year term with the option to renew for two (2) additional twelve (12) month terms.

Products & Services

Item & Description	Quantity	Unit Price	Total
Premium DFR Package (ADS-B Model) The Premium DFR Package is an all-inclusive base annual subscription fee which includes one (1) EXT Module, connectivity for one (1) drone to Watchtower Software, one (1) Paladin ADS-B Receiver system, FAA and BVLOS (ADS-B Model) Compliance review and set-up, delivery, implementation, training, customer support, unlimited users, unlimited data storage, unlimited maintenance, repairs, and battery replacements. The Premium Package also provides connectivity for up to three (3) Livestream Drones.	1	\$47,000.00 /year	\$47,000.00 /year for 1 year

Item & Description	Quantity	Unit Price	Total
Add-On Docking Station (Premium DFR) The Add-On Docking Station is an all-inclusive annual subscription fee which includes the integration and connectivity for one (1) Docking Station to Watchtower Software under the Premium DFR Package. This add-on connectivity includes unlimited maintenance & repairs and replacements on the device.	2	\$12,000.00 /year	\$24,000.00 /year for 1 year
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	1	\$12,000.00 /year	\$12,000.00 /year for 1 year
Add-On Livestream Drone The Add-On Livestream Drone is an all-inclusive annual subscription fee which includes Watchtower connectivity to one (1) compatible select drone for Livestreaming via SMS and URL link. This product also includes Unlimited Cloud Data Storage for the subject drone.	1	\$2,000.00 /year	\$0.00 /year after \$2,000.00 discount for 1 year
DJI Avata 2 The DJI Avata 2 delivers an immersive FPV drone experience with improved imaging, safety, and battery life. Amp up the fun when you pair Avata 2 with the new DJI Goggles 3 and DJI RC Motion 3.	1	\$1,250.00	\$500.00 after \$750.00 discount
GPC DJI Avata 2 Hard Case Fits: 1 DJI Avata 2 1 Goggles3, Integra or Goggles 2 1 DJI Controller 1 Motion 3 Controller or Motion Controller 2 (under drone) 4 Avata Intelligent Flight Batteries (4 including 1 installed) 1 Avata Charging Hub (3 of the batteries above installed) 1 GPC LensPen MicroPro (Sold Separately) 1 GPC Micro SD Card Holder (Sold Separately) 4 Spare Props (under drone) 2 Accessory cavities 1 ND filter, case of various manufacturers	1	\$250.00	\$250.00

Item & Description	Quantity	Unit Price	Total
GPC DJI Avata 2 Tactical Lighting Kit GenPac's exclusive lighting system for your DJI Avata. A necessity for indoor tactical flight missions. Simple operation with easy charging. The waterproof D3060 is rechargeable via USB-C and offers best-in-class durability. It lasts 1.5 to 3 hours on a single charge, and only weighs 1.3 oz (37 g)	1	\$169.00	\$169.00
Annual subtotal			\$83,000.00
			after \$2,000.00 discount
One-time subtotal			\$919.00
			after \$750.00 discount
Total			\$83,919.00

Purchase terms

Questions? Contact me



Josh Nassau
josh.ny@paladindrone.io

Paladin Drones, Inc.
10200 Richmond Ave
STE 272
Houston, Texas 77042
United States

Exhibit B
PALADIN Terms and Conditions

[See attached.]

EXHIBIT B

Paladin Terms and Conditions

PALADIN'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (hereinafter, "**Terms & Conditions**").

By executing the Order Form, the Customer agrees to be bound by these Terms.

1. Definitions and Provisions

Capitalized terms used in the "Agreement" have the meanings set forth in this section.

"Active Term" means a term for which Customer has a current subscription for service from Paladin. Active Terms become "Inactive Terms" upon the completion of their specified period and may be partitioned by several Implementation Periods which are limited by the Term End Date (e.g., If the contract is for three years, the active term shall be the three years, and each year shall be an Implementation Period).

"Add-Ons" means the addition of one or more Drone (e.g., M30, M30T, M350, etc.) and/or Drone with a Docking Station under the Advanced Package.

"Advanced Package" means one of three Package types that includes a Paladin issued M30T Drone, or similar, fitted with an EXT Module and Docking Station. This package does not require Client to provide its own Drone. This is the top package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. Upon payment of the initial Implementation Period Client will own the provided Drone, and EXT module, and Docking Station. At Client's option, it may renew its term and add Add-ons. The Watchtower software will serve the hardware.

"Aggregated Statistics" means data and information related to Customer's use of the Services that are used by Paladin in an aggregate and anonymized manner, including statistical and performance information related to the Services to improve its products and services.

"Agreement" means, collectively and to the extent applicable the Paladin Order Form, these Terms & Conditions (i.e., Exhibit B), Exhibit A, and Exhibit C, and any other Incorporated Documents.

"Application Obligations" means, collectively, Customer's debt, and other financial obligations relevant to the Application Services.

"Application Services" means management and compliance software-as-a-service application. Generally, this refers to but is not limited to the Watchtower software. These services are included during an Active Term.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by Paladin.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services. Additionally, any user of the provided Software, and/or Equipment with the explicit, implicit, or tacit authorization of Customer.

"Confidential Information" means any information in any form related to the Agreement, disclosed by a party (the **"Discloser"**), or disclosed on behalf of such party by its affiliates or representatives, to another (the **"Recipient"**), including without limitation any trade secrets, technology, technical data, source code, object code, software, inventions, know-how, information that Discloser considers and treats as confidential, or that a reasonable person would believe is confidential based on the nature of the information. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to the general public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, or (vi) is approved for disclosure by prior written permission of Discloser or a corporate officer, including without limitation pursuant to the terms of this Agreement.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form, and/or as contained in Exhibit C. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"Delivery Date" means the first day of delivery of the included equipment.

"Delivery Point" means the location agreed by Parties to be where Customer shall receive their Equipment. If no designation is made then the default delivery point shall be the address listed on the Paladin Purchase Order for Customer.

"Documentation" means any documents, FAA certification and the documents and processes required for the acquisition of such, training materials, information, directions, explanations, or material, concerning the Equipment and/or the Watchtower Products, whether produced by or for Paladin, for the use of the Equipment and/or Watchtower

Software, in whatever form, and including without limitation the Specifications. Including, Paladin's end user documentation and content, regardless of media, relating to the Services made available from time to time on Paladin's website at paladindrone.io.

"Drone" means an unmanned aerial vehicle (UAVs), and refers to Select Drone(s) by Customer.

"Drone as a Service Fees" has the meaning set forth in Section 6 (Prices and Fees) of this Agreement.

"Effective Date" means the date that the Agreement designates in its Terms as "Effective Date". Refer to Exhibit A and C. If no Effective Date is designated by the Parties, then the default Effective Date is the date Client signed the Agreement (i.e., Paladin Purchase Order Form and Exhibit B).

"Equipment" means (1) EXT Module; (2) Select Drone; and/or (3) Docking Station.

"Fee" means an amount owed for services pursuant to the Agreement.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to Paladin, including suggestions relating to features, functionality, or changes to the Paladin IP.

"Governing State" means the State of Delaware.

"Government Entity" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Period" for a twelve (12) month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter.

"Implementation Services" means the services provided to Customer during an Implementation Period (i.e., on an annual basis as limited by the Term End Date), including tailored Customer support, instructions, review of Application Obligations, and entry of relevant Customer Data.

"Inactive Term" means any period that is not an Active Term and usually follows the end of a subscription period when no renewal for service is made prior to the end of that Active Term.

"Incorporated Documents" means, collectively, Exhibit A, Exhibit B, Exhibit C.

"Initial Term" means the term of the services beginning on the Effective Date and

ending on the term End Date, as established in the Paladin Order Form (see pg. 1, section 5).

"Intellectual Property Rights" means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. "Mark" means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

"Launch Package" means one of three Package types that includes a Paladin issued M30 Drone fitted with its EXT Module. This package does not require Client to provide its own Drone. This is the middle package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. At the end of the Agreement Term Client will own the provided Drone and EXT module and may at Client's option renew its term and Add-Ons. The Watchtower software will serve the hardware.

"Legal title" means unconditional ownership of a tangible asset.

"Offer" means a conditional proposal made by a Party, which becomes legally binding if accepted by the offeree.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the service Term.

"Order Form" means (1) the order document executed and delivered by Paladin and Customer for the Initial Term or (2) to the extent applicable, any subsequent Order Form document executed and delivered by Paladin and Customer for any Renewal Term.

"Package Type" means the selected package by Customer to facilitate its Drones. Customer may select from the following packages: Turn-Key, Launch, or Advanced.

"Paladin" means Paladin Drones Inc., d/b/a Paladin, a Delaware corporation, and its permitted successor and assigns.

"Paladin IP" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by Paladin arising from or related to the Services, Documentation, or Feedback; and (2) any

intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"Paladin Order Form" means the document named Paladin Order Form, and incorporated into these terms herein by reference, and which when executed by both parties hereto, shall form a part of Party's Agreement and Parties agree to be subject to its terms.

"Privacy Policy" means, collectively, Paladin's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to Paladin's website, in general, and as updated from time to time in accordance with their terms found at <https://paladindrone.io/privacy-policy/>.

"Provided Software" means any software which Paladin has made available by any means to Customer. Generally this refers to but is not limited to the Watchtower software.

"Regular Use" means in accordance with the terms of this Agreement, autonomous flight and manual control of the drone through Paladin's Watchtower Software

"Renewal Agreement" means an Agreement that follows or extends a former Agreement for the purpose of extending or maintaining a service with Paladin.

"Renewal Term" means any Active Term that is renewed subject to the terms of an Agreement, or Renewal Agreement but prior to becoming an Inactive Term.

"Section number (#)" means any section within this document that is referenced to with its section number and/or subsection (e.g., where a section refers to section 3, then this means that the terms in section 3 are to be read to have been replicated in that referencing section).

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"Select Drones" means Drones that are offered based on the selected Package Type. Not all Drones are available for each package.

"Specifications" means those standards by which the Equipment and Watchtower Products must be operated, as set forth in Schedule C attached hereto and incorporated herein by reference.

"Support Services" means the general maintenance services and technical support provided in connection with the Application.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Final Term End Date" means, the date no Renewal Term or Implementation Period shall proceed the last Active Term and the Services will terminate.

"Turn-Key Package" means one of three Package types that allows Customer to

bring their own Drone that is compatible with Paladin's EXT Module. This package is serviced by Paladin's Watchtower Software. This is the basic package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage.

"Unlimited Warranty" means during the life of the contract Paladin will repair, or replace, any provided equipment that is acquired under either the Launch Package and Advanced Package. These warranties are applicable only when Customer has used products in accordance with the terms of this agreement.

"User-error" means, while any Select Drone is being operated by a Pilot in Command (PIC) the Drone sustains damage as a result of the PIC's direct control.

"Usage Policy" means, collectively, Paladin's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to Paladin's website and as updated from time to time in accordance with its terms.

"Watchtower Products" means the Watchtower Software.

"Watchtower Software" means the primary software licensed to allow users to interface with Select Drone(s), commission flight, develop, retain, and store data and reports for Parties analysis, view the live stream, and send commands to the drone during active situations.

"Website" means the websites of Paladin Drones, Inc., the primary web page URL of which is <https://paladindrones.io/>.

2. Access and Use.

a. Provision of Access. Subject to the terms and conditions of the Agreement, Paladin grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. Paladin will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services. Paladin agrees to provide instructions to the Customer, employees, agents, and related entities bound under the Agreement, to maintain the airworthiness of its drone(s) so that it is in a condition that is ready for service. Paladin will instruct Customer how to maintain all proper licensing and registration for itself and the drones so that they can legally be used for Customer's purposes when called upon.

b. Documentation License. Subject to the terms and conditions of the Agreement, Paladin grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes. Paladin does not exercise any control over the Drone or equipment

when it is in flight and Customer while using any features in the Documentation is the sole operator controlling the Drone, and or equipment.

c. Customer Responsibilities. Customer is responsible and solely liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

d. Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. During the Term hereof, Customer shall not use the Equipment, Watchtower Products, and/or Documentation for any purposes except as set forth in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Watchtower Products and/or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Watchtower Products and/or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Watchtower Products and/or Documentation, in whole or in part; (iv) reverse engineer, disassemble, or gain access to the interior components of the Watchtower Products and/or Documentation; (v) remove any proprietary notices from the Watchtower Products and/or Documentation; or (vi) use the Watchtower Products and/or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or entity, or that violates any applicable law. The Customer is responsible and liable for all uses of the Watchtower Products and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

e. Protection of Equipment Trade Secrets. Customer acknowledges and agrees that the design, construction, and internal components, and other elements, of the Equipment provided under this Agreement are Confidential Information (and may include valuable trade secrets) and, as such, is protected under the terms of this Agreement. Customer agrees that any Disclosure of such would cause Paladin irreparable injury and damage without a need to prove the same. To ensure the protection of such information, Customer acknowledges its duty to implement reasonable precautions not to— open or disassemble the Equipment, nor any piece or component thereof, nor to otherwise investigate the internal components and operations of any of the Equipment. Customer agrees to use reasonable precautions to protect the Equipment from theft, inspection, investigation, discovery of the Equipment's components, design, construction, and/or other

elements, and any unauthorized use.

f. Suspension. Notwithstanding anything to the contrary in the Agreement, Paladin may temporarily suspend Customer's and any Authorized User's access to any or all the Services if:

(1) Customer is more than 45 days late in satisfying: All Application Obligations; Fees then due, or in accordance with, the terms of the Agreement.

(2) Paladin reasonably determines that:

(A) there is a threat or attack on any of the Paladin IP;

(B) Customer's or any Authorized User's use of the Paladin IP disrupts or poses a security risk to the Paladin IP or to any other customer or vendor of Paladin;

(C) Customer, or any Authorized User, is using the Paladin IP for fraudulent or illegal activities; or

(D) Paladin's provision of the Services to Customer or any Authorized User is prohibited by applicable law.

(3) Any vendor of Paladin has suspended or terminated Paladin's access to or use of any third-party services or products required to enable Customer to access the Services (i.e., "**Service Suspension**"). Paladin will use commercially reasonable efforts to—

(i) provide written notice of any Service Suspension to Customer,

(ii) provide updates regarding resumption of access to the Services, and

(iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Paladin is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur because of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, Paladin may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Paladin and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Paladin. Paladin may compile Aggregated Statistics based on Customer Data input into the Services. Paladin may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, Paladin's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, Paladin will use commercially reasonable efforts to make the Application Services and Support Services available. Paladin will assist Customer in applying for FAA BVLOS waivers and instruct Customer to operate equipment in a legal manner. Paladin will start with one deployment location at a time and continue progressively until the agreed upon number of deployment locations for all UAS. In an effort to aid in Paladin's BVLOS process,

Paladin will provide training materials to the Customer which may enable it to self certify employees as Visual Observers (VOs). Paladin will provide training to officers on how to access and utilize the Paladin Watchtower in a "train the trainer" model.

Paladin will teach Customer how to dispatch the Hardware using the Software to emergency calls. Customer warrants that only personnel authorized by Customer may have access to the Live Stream from the drone. Customer will be taught on how to use Paladin's software to view and stream on any compatible internet-connected device. Paladin will apply for Certificates of Authorization (i.e., "COA") from the FAA on behalf of Customer and provide related training. Customer understands that Paladin will not provide FAA, Part 107, training. Customer agrees that only Authorized personnel who have undertaken training from Paladin may have access to the Paladin Watchtower software, which can convey the status of the drone, and how to tell the drone to conduct additional maneuvers if needed. All operations will be conducted by a Pilot in Command (PIC), who may be an FAA-certified pilot, and have manual override control of the drone to prevent malfunctions. Customer will provide the PICs needed to sustain this program.

Paladin's training shall consist of: :

1. Showing how to access Watchtower on their respective internet devices.
2. Showing how to view a live stream through the application.
3. Showing how to control the drone using the application.
4. Showing how to report problems if they come across them on the application.
5. After the initial training, and upon the written request of the Customer, Paladin will schedule a training course for new hires and to aid in maintaining Customer's FAA compliance.

a. Paladin will provide training for the Customer to use the Equipment. This training will consist of:

1. Going over the maintenance list for the drone, and how to maintain airworthiness.
2. Teaching how to fly the drone autonomously using Watchtower.
3. Teaching how to fly the drone manually using the remote control.
4. Teaching how to fly the drone via LTE.
5. Teaching how to attach, detach, activate, deactivate, the LTE module that attaches to the drone and gives it LTE capabilities.

4. Fees and Payment.

a. Fees. Customer will pay Paladin the fees ("Fees") set forth in the Order Form. Paladin will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Agreement (e.g., Exhibit A). Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, Paladin may, without limiting any of its other rights, after a five (5) day grace period, charge interest on the past due amount at the lowest of (1) the rate of 5% per month, (2) the rate established in Exhibit C, or (3) the maximum rate permitted under applicable law. Customer agrees to reimburse Paladin for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees.

b. **NET 30: PAYMENT IS DUE WITHIN 30 DAYS OF THE PALADIN ORDER FORM'S EFFECTIVE DATE.** The set-up process for all services and software begins upon receipt of the (1) signed Agreement (e.g., Paladin Purchase Order) and (2) the receipt of payment. If applicable, payment must include any Add-On(s) (i.e., physical equipment) purchased by Customer. Refunds are strictly waived by Client and agree that all sales are final. Client has the option to upgrade a Package Type at the end of any 12 month term, during an Active Term. If an upgrade is requested Parties must resign a new Agreement (i.e., Paladin Order Form). Payment is due according to the terms of the Agreement every 12 months from the Effective Date.

c. **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on Paladin's income. If Customer is a non-government entity, the Agreement Price (e.g., Exhibit A and C) will designate the total tax owed. Client agrees to be solely responsible for any tax obligations relating to its purchase, and if any errors are discovered or later calculated, Client agrees to cure any tax obligations as soon as practicable.

5. **Equipment Provided to Customer**

a. **Conditional Ownership.** Paladin offers to sell to Customer a service Package Type. Based on the selection made by Customer, Paladin shall grant an (1) EXT Module; (2) Select unmanned Drone; and/or (3) Docking Station. In the event Customer selects Add-Ons, they will be granted by Paladin and Legal Title shall pass to the Customer upon full payment of the Initial Term.

b. **Pricing:** Paladin's Order Form shall designate the offered price for services described in its Exhibit A (i.e., part of its Incorporated Documents).

c. **Batteries:** Each year, as specified in the Paladin Order Form, Customer shall be entitled to a designated number of batteries compatible with their Drone. These batteries are included at no additional charge; however, customer shall have the option to purchase extra batteries.

d. **Repairs:** Paladin warrants the repairs of Equipment it provides to the Customer, so long as the Equipment's use was in accordance with this Agreement, and in the event of Equipment damage, such damage is not caused by a 3rd party regardless of if the act was intentional or accidental, or Client's user-error and/or negligence. Autonomous flight in accordance with the proper use of the Watchtower software even if resulting in Equipment damage will be replaced at no cost to Client.

e. **Delivery.** Paladin shall make the Equipment available to Customer at Customer's address set forth in the Paladin Order Form. Transportation and use of the Equipment after delivery at the Delivery Point, shall be entirely at Customer's own risk and expense. If Customer disassembles the Equipment to facilitate transportation, Paladin shall bear no responsibility for reassembly of the Equipment or any related defects. If for any reason Customer fails to accept delivery of the Equipment by the date fixed in the

Agreement or pursuant to Paladin's notice that the Equipment is available at the Delivery Point, or if Paladin is unable to make the Equipment available at the Delivery Point within a reasonable time after the Delivery Date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate access to Delivery point, facilitation to access Delivery point, instructions, documents, licenses, access, clearance and/or authorizations: (i) Customer shall bear the risk of loss to the Equipment; (ii) the Equipment shall be deemed to have been delivered; and (iii) Paladin, at its option, may store the Equipment until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. Loss And Damage Of Equipment

- a. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of equipment, from any cause. LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. The customer's obligations with respect to the aforementioned shall commence upon delivery of the equipment.
- b. Customer agrees to immediately notify Paladin of any accident or event of loss or damage involving the Equipment. The notification shall include any information as may be pertinent to Paladin's investigation of such accident, loss, or damage, or which Customer may reasonably require.
- c. Subject to Section 2 supra and in accordance with the terms in Section 9, infra, Paladin offers repairs and replacements to Customer's equipment that was purchased from Paladin and at the time of equipment failure had an Active Term under the Launch package or Advanced package.

7. Confidential Information

a. During any Active Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). Paladin's Confidential information includes the Paladin IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

b. To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and

attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Paladin's Services and Internal operations. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

c. On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding anything to the contrary in section seven (7), Paladin may store, collect, analyze, and make unrestricted use of any data on its platform for the improvement of its services, customer support, and in accordance with meeting its obligations under this Agreement and under section eight (8)(b).

d. Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the Effective date of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement indefinitely.

e. Notwithstanding anything in Section seven (7) to the contrary, if Customer is a Government Entity, then Paladin expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

f. **Mutual Restrictions.** Recipient shall use Discloser's Confidential Information only for the purposes of this Agreement (the "**Purpose**"). Except as permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives. Recipient may only disclose the Confidential Information of Discloser to its representatives who are required to have it to further the Parties' purpose and/or obligations herein. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient, and Recipient will be liable for any breach of this Agreement by any such representative, agent, or delegatee. Recipient will exercise the highest degree of care toward the Confidential Information. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, federal agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient agrees and

acknowledges that any such breach or threatened breach of these terms of confidentiality may cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach. Without limiting the generality of the foregoing, Customer shall continue to protect the Confidential Information of Paladin in perpetuity, as it relates to trade secrets contained in the Equipment and/or Watchtower Products.

8. Intellectual Property

a. Paladin IP. As between Customer and Paladin, Paladin owns all Paladin IP: rights, title, and interest.

b. Customer Data. As between Parties, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Paladin a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for Paladin to improve its Services and provide the Services to Customer.

c. Customer acknowledges and agrees that Paladin and its licensors and suppliers retain and own all rights, legal title, and interests in and to all Intellectual Property Rights therein of the following: (i) the Paladin Website, Watchtower Products, Watchtower Software, Watchtower Website Portal, Paladin Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, content, data and/or information provided and/or made available by Watchtower in connection with any of the foregoing (but excluding content and/or data provided exclusively by Customer and Equipment purchased by Customer); all know-how and proprietary design and configuration of the Equipment; and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to Paladin and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's Intellectual Property Rights or proprietary technology other than in strict accordance with the terms of this Agreement. Customers, its Authorized Users, and all other Users acknowledge and agree that Paladin and its licensors, suppliers, vendors, and/or its third party vendors shall own all right, title, and interest in and to all Intellectual Property Rights in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customers, Authorized Users, and/or all other Users relating to the Watchtower Products, and Paladin Services, without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how, and other trade secret rights, and all other Intellectual Property Rights, derivatives or improvements thereof.

d. Effect of Termination. Without limiting either party's obligations this Agreement, Paladin, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the

Agreement to permit Customer to retrieve its Customer Data and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such a period, Paladin may destroy any Customer Data in accordance with Paladin's data retention policies.

9. Warranties & Disclaimers.

- a. When Customer is engaging in Regular Use through the Watchtower Software, Paladin shall: (A) provide all three packages (i.e., Turn-key, Launch, and Advanced) unlimited updates and repairs of their EXT Module and Watchtower software during any Active Term; (B) provide unlimited repairs to the M30T drone and provide replacement parts and related instructions for any wear and tear on propellers and batteries; and (C) provide to Customers who selected the Advanced Package unlimited repairs to their Docking station.
- b. Notwithstanding the aforementioned, no maintenance or repairs shall be provided in the event of non-regular use, intentional damage, third-party damage, or when Paladin's insurance provider(s) for any reason declines to cover the claim. However, despite the aforementioned, Paladine will reserve the discretion to make repairs despite noncoverage.
- c. Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation. Paladin does not make any representation, warranty, or guarantee regarding availability of the Application Services.
- d. Paladin warrants upon delivery, that at a minimum, all drones are maintained and operated in material accordance with:
 1. All applicable manuals inclusive but not limited to the manufacturers and operators' maintenance manuals;
 2. Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA;
 3. The manufacturer's airworthiness limitations;
 4. Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
 5. Service Bulletins.
- e. Customer Warrants and is solely responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties.
- f. IN ORDER TO BE IN COMPLIANCE WITH THIS AGREEMENT'S TERMS OF USE, CUSTOMER MUST:
 - i. PER FAA REGULATIONS, A MINIMUM OF ONE PILOT IS REQUIRED TO OPERATE EACH DRONE.
 - ii. WORK WITH PALADIN TO GET BVLOS WAIVERS FOR THE CUSTOMER TO FULLY USE PALADIN'S PRODUCT AND SERVICES.

- iii. TRAIN CUSTOMER TO BE VO'S SO THAT THE CUSTOMER CAN HAVE FAA-COMPLIANT AND SAFE BVLOS OPERATIONS.
- iv. IF CUSTOMER CONNECTS PALADIN'S SOFTWARE TO THEIR COMPUTER AIDED DISPATCH (CAD) SYSTEM OR THIRD PARTY INTEGRATION SOFTWARE (i.e., NON-PALADIN APPLICATION PROGRAM INTERFACE "API"), PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS TO SAID CAD SYSTEM OR API. PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS AT NO COST TO PALADIN AND FURTHER GRANTS A LICENSE TO PALADIN TO USE ANY CONNECTED API OR CAD SYSTEM TO RETRIEVE LATITUDE, LONGITUDE, AND OTHER INFORMATION ABOUT 911 CALLS AS THEY ARE PLACED.
- v. PALADIN WILL PROVIDE THEIR WATCHTOWER INTERFACE TO COMMAND THE EQUIPMENT AND ALLOW AUTHORIZED USERS TO ACCESS CONTROLS.

g. Security. Paladin has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

h. Paladin IP. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, PALADIN IP IS PROVIDED "AS IS," AND PALADIN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PALADIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, PALADIN MAKES NO WARRANTY OF ANY KIND THAT THE PALADIN IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

i. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE OFFERED, PROVIDED, OR AVAILABLE. ALL STATEMENTS CONCERNING THE AUTONOMOUS FLIGHT, EQUIPMENT AND PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE CUSTOMER AND/OR BUYER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME NOTWITHSTANDING ANY WARRANTY IN THE AGREEMENT AND SECTION 6

SUPRA. PALADIN OR ANY OF ITS SUBSIDIARIES MAKE NO WARRANTY AS TO THE QUALITY OF FLIGHT, DATA COLLECTION, OR ACCESS OF ANY SOFTWARE OR HARDWARE OR OTHER PRODUCTS AND SHALL NOT BE LIABLE FOR ANY LOSSES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH THE SAME. LIABILITY FOR DAMAGES OF ANY KIND SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER. IN PARTICULAR, PALADIN DRONES, INC. OR ANY OF ITS SUBSIDIARIES, AGENTS, OFFICERS, OR CONTRACTORS, OF ANY KIND, SHALL NOT BE LIABLE FOR LOSS OF LIFE, PROPERTY, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

j. **NO WARRANTY** SHALL APPLY TO (I) DEFECTS, ERRORS, DAMAGES, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE RELATING TO CUSTOMER'S OR USER'S SYSTEM, COMPUTERS, SERVERS, AND/OR OTHER EQUIPMENT OR CUSTOMER'S USE; (II) ANY ACT OR OMISSION BY ANYONE OTHER THAN CUSTOMER; (III) POWER SHORTAGES, IRREGULARITIES, BUGS, GLITCHES, INACCURACIES, OR FAILURES; (IV) MODIFICATIONS OF THE EQUIPMENT AND WATCHTOWER PRODUCTS BY ANYONE OTHER THAN PALADIN; AND (V) ANY OTHER CAUSE BEYOND PALADIN'S CONTROL NOTWITHSTANDING THE AFOREMENTIONED, IN THE EVENT OF HARDWARE FAILURE OR DESTRUCTION OF THE DRONE, PALADIN WILL PROVIDE REPLACEMENTS SO LONG AS THE TERMS OF AGREEMENT HAVE NOT BEEN BREACHED AND THE FAILURE OR DESTRUCTION WAS NOT THE RESULT OF USER ERROR. PALADIN RESERVES THE RIGHT TO REPLACE EQUIPMENT DAMAGED BY USER ERROR. ANY DAMAGE CAUSED TO EQUIPMENT WHILE USING THE DRONE AS TRAINED BY PALADIN AND WHILE ENGAGING IN AUTOMATED FLIGHT SHALL BE REPAIRED AT NO COST TO CUSTOMER. IN THE EVENT THAT A REPAIR CANNOT BE ACCOMPLISHED THEN PALADIN WILL REPLACE THE DRONE OR EQUIPMENT AT NO COST TO CUSTOMER. CUSTOMER MUST NOTIFY PALADIN OF THE INCIDENT AND CO-OPERATE WITH ANY REASONABLE REQUESTS BY PALADIN TO FACILITATE THE REPAIR OF THE EQUIPMENT PRIOR TO REPLACEMENT.

k. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9 (WARRANTIES) HEREOF, THE EQUIPMENT, WATCHTOWER SOFTWARE, WATCHTOWER PRODUCTS, DOCUMENTATION, SERVICES, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS." PALADIN MAKES NO REPRESENTATION OR WARRANTY OR PROMISE WHATSOEVER WITH RESPECT TO, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY (INCLUDING ALL UCC STATUTES), OR OTHERWISE, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

l. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, PALADIN DOES NOT WARRANT THAT THE

WATCHTOWER SOFTWARE AND/OR WATCHTOWER PRODUCTS ARE FREE FROM ERROR OR HARMFUL CODE AND/OR WILL RUN PROPERLY ON, AND/OR INTEROPERATE WITH, ALL HARDWARE AND/OR OPERATING SYSTEMS, THAT SUCH WILL MEET THE REQUIREMENTS OF CUSTOMER, OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR ANY USER OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

m. CUSTOMER MUST INFORM PALADIN WHEN PROPELLERS AND BATTERIES EXHIBIT SIGNIFICANT WEAR AND TEAR. THE CONDITION PRECEDENT TO SIGNIFICANT WEAR AND TEAR SHALL MEAN THAT THE OPERATION OF THE EQUIPMENT CANNOT OPERATE AT ITS ORIGINAL CAPACITY AND DURATION. UPON RECEIVING NOTICE, PALADIN SHALL PROVIDE PROPELLERS AND BATTERIES AT NO ADDITIONAL COST. CUSTOMER SHALL INSTALL NEW ACCESSORIES IN A TIMELY MANNER. CUSTOMER MUST PROMPTLY REPORT ANY DAMAGE TO EQUIPMENT AND DATE OF INSTALLATION OR UPGRADE.

10. LIMITATION ON LIABILITY

a. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PALADIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR COSTS DIRECTLY INCURRED BY PALADIN TO FULFILL THE EXPRESS WARRANTY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, IN NO OTHER INSTANCE SHALL PALADIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PALADIN HEREUNDER FOR THE CURRENT ACTIVE TERM (I.E., TWELVE MONTHS) OF PALADIN'S PURCHASE ORDER, OR TO THE MAXIMUM LIMIT OF ITS INSURED, OR \$2,000,000.00, WHICHEVER IS LESS. IN NO EVENT WILL PALADIN BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT.

c. SUCH LIMITED WARRANTY SET FORTH ABOVE SHALL ONLY APPLY IF CUSTOMER (I) NOTIFIES PALADIN IN WRITING OF THE WARRANTY BREACH BEFORE THE EXPIRATION OF THE WARRANTY PERIOD; (II) HAS PROMPTLY INSTALLED ALL UPDATES, UPGRADES, AND/OR MAINTENANCE RELEASES PREVIOUSLY MADE AVAILABLE BY PALADIN; AND (III) AS OF THE DATE OF

NOTIFICATION, IS IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL PRICES AND FEES THEN DUE AND OWING. Furthermore, such warranty as set forth above shall not apply to the extent that the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Watchtower Products in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Paladin or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Paladin in writing; (ii) modification of the Equipment and Watchtower Products other than: (a) by Paladin in connection with this Agreement; or (b) with Paladin's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Watchtower Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Paladin; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Watchtower Products or Documentation; (e) use of the Equipment, Watchtower Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Paladin's instructions; (f) events or circumstances outside of Paladin's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); and/or (iii) Open source components or other third-party materials.

d. Paladin exercises no control over the flow of information to or from the Application Service, Paladin's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although Paladin will use commercially reasonable efforts to take actions Paladin deems appropriate to remedy and avoid such events, Paladin cannot guarantee that such events will not occur. ACCORDINGLY, PALADIN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

11. Indemnification.

a. Paladin Indemnification.

i. PALADIN **DOES NOT INDEMNIFY**, DEFEND, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE APPLICATION SERVICES, OR ANY USE OF THE APPLICATION SERVICES IN ACCORDANCE WITH THE AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS.

ii. Customer will notify Paladin promptly, in writing of any Third-Party Claim, and agrees to indemnify Paladin of Third-Party Claim(s). Customer's indemnification obligation under this Section will not apply to the extent that the

alleged infringement arises from Paladin's use of the Application Services with any third party, unless such use is in accordance with this Agreement or intended for the service of Customer. This section will not limit Customer's duty to indemnify Paladin where a claim arises under Paladin's operations as they relate to Section 7, supra.

iii. If such a claim is made as stated above or appears possible, Customer agrees to permit Paladin, at Paladin's sole expense and discretion, to

1. (A) modify or replace the Paladin IP, or component or part of the Paladin IP, to make it non-infringing, or
2. (B) obtain the right for Customer to continue use.
3. (C) If Paladin determines that neither alternative is reasonably available, Paladin may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, Paladin promptly refunds or credits to Customer amounts Customer paid with respect to the Paladin IP that Customer cannot reasonably use as intended under the Agreement.
4. IF LEGALLY PRACTICABLE, ANY REFUND OWED BY PALADIN TO CUSTOMER WILL BE PRORATED, STARTING FROM THE DAY THAT ACTUAL NOTICE IS PROVIDED TO PALADIN IN WRITING OF ANY THEN EXISTING THIRD-PARTY CLAIM.
5. IN THE EVENT THAT PALADIN MUST UNWIND THE AGREEMENT AND REFUND CUSTOMER ALL PAYMENT(S), CUSTOMER MUST RETURN ALL EQUIPMENT PROVIDED IN THE SAME CONDITION IT WAS RECEIVED. IF THE EQUIPMENT IS DAMAGED, THE CUSTOMER AGREES TO ACCEPT THE REFUND OF ALL PAYMENT(S) LESS \$35,000.00 PER DRONE AND DOCKING STATION, OR \$25,000.00 PER DRONE ONLY.

b. Sole Remedy. THE AGREEMENT SETS FORTH CUSTOMER'S SOLE REMEDIES AND PALADIN'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL PALADIN'S AGGREGATE LIABILITY EXCEED \$2,000,000 TO CUSTOMER.

c. Customer Indemnification.

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY, HOLD HARMLESS, AND, AT PALADIN'S OPTION, DEFEND OR REIMBURSE LEGAL FEES FOR PALADIN FROM AND AGAINST ANY CLAIMS OR LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY RELEASES

AND FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD PALADIN, ITS RELATED ENTITIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, PENALTIES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER INCLUDING THOSE ASSERTED BY ANY THIRD PARTY, OR CUSTOMER (INCLUDING BUT NOT LIMITED TO, PERSONNEL OF THE CUSTOMER OR ITS ASSIGNEES, LICENSEES, SUBCONTRACTORS AND ALL OTHERS IN PRIVITY WITH CUSTOMER) INCLUDING WITHOUT LIMITATION ANY CLAIMS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH (i) A BREACH OF THE WARRANTIES PROVIDED HEREIN BY THE CUSTOMER; (ii) THE OPERATIONS OR SERVICES RENDERED AND/OR PERFORMED OR TO BE PERFORMED BY THE PARTIES IN ACCORDANCE WITH THE AGREEMENT (iii) CUSTOMER'S PERSONNEL, SUBCONTRACTORS, AGENTS, AND LICENSEES; (iv) USER-ERROR; OR (v) ANY NEGLIGENT ACTION, OMISSION, OR BOTH OF THE INDEMNITEE RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER THE INDEMNITEE IS NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR OTHERWISE) OF THE INDEMNITEE. ANY PAYMENTS BY CUSTOMER UNDER THIS PARAGRAPH ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY.

ii. When Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates ANY such third party's property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement or the State in which the product is used, and/ or Federal Law then Customer agrees to be solely liable and shall hold harmless Paladin. Customer shall indemnify, defend, and hold harmless Paladin and its affiliates, and each of their and their respective officers, directors, employees, agents, subcontractors, permitted successors and permitted assigns from and against any and all expenses, losses, charges, damages, settlements, and/or similar or related costs incurred by Paladin resulting from any claim, allegation, demand, action, process, investigation by a third party. Without limitation to the following, Customer agrees to indemnify Paladin when: (i) Customer fails to comply with the Documentation, Specifications, and/or standards for operating the Watchtower Products and/or Equipment; (ii) any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any: (a) use or combination of the Watchtower Products by or on behalf of Customers or any of its representatives

with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by Paladin nor authorized by Paladin in this Agreement and the Documentation, or otherwise in writing; and (b) information, materials, or technology directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Watchtower Products, Equipment, and/or Documentation; (c) relating to all use, negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customers or any of its representatives with respect to the Watchtower Products, Equipment, and/or Documentation or otherwise in connection with this Agreement; or (d) relating to use of the Watchtower Products, Equipment, and/or Documentation by or on behalf of Customer or any of its representatives that is outside the purpose, scope, or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Paladin's instructions.

12. Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

i. The Initial Term of the Agreement will begin on the Effective Date and end on the Final Term End Date of the Paladin Order Form;

ii. The Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term.

1. After two renewals access to the Watchtower Portal is automatically revoked if not renewed by the End of the third Term.

2. The foregoing notwithstanding, this Agreement will survive for so long as any Paladin Order Form remains in effect. Paladin Order Form shall expire and/or terminate according to the terms set forth infra.

iii. each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with Paladin's then-current pricing packages published on Paladin's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

13. Termination. In addition to any other express termination right set forth in the Agreement:

i. Paladin may terminate the Agreement immediately if Customer breaches any of its obligations under the Agreement.

ii. Either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30

days, and the process to cure has not been initiated, after the non-breaching party provides the breaching party with written notice of such breach and demand to cure is sent to the address listed on the Paladin Order Form.

iii. IF:

1. Customer is a governmental entity, and
2. Sufficient funds are not appropriated to pay for Paladin's Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to Paladin.

iv. Additionally, either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if either party becomes subject voluntarily or involuntarily to any proceeding under any domestic bankruptcy.

v. If Customer has made its first Term payment for services covering 12-months, then in all cases of termination Customer will retain Legal Title to the hardware it obtained during that first Term. This includes all accessories provided to Client for the operation of the equipment, and all Services will terminate in accordance with this Agreement. If client purchases "Add-ons" at a later term, then Legal Title to the add-ons shall vest with Client upon full payment of the Active Term incorporating the add-ons. Furthermore, in the event a product is replaced by Paladin the replacement shall remain with Customer, and in all cases the Client shall return the original.

vi. Duties upon termination. Following any termination, expiration, or cancellation of this Agreement or the licenses granted herein: (i) immediately upon receipt of Paladin's instructions, Customer will destroy or send to Paladin (at Customer's expense) all copies of the Watchtower Software and the Documentation; (ii) Customer's rights to continue to use the Watchtower Products and Documentation shall immediately cease; and (iii) all of Paladin's obligations hereunder shall cease (iv) all equipment in violation of subsection b(v) above must be returned to Paladin at the address provided at that time. As needed to accomplish the return and/or destruction of the Watchtower Software, Paladin may, in its sole discretion and at Customer's expense, provide services to assist Customer.

b. Survival. After this Agreement terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. The termination of this Agreement for any reason will not release either Party from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination in accordance with this Agreement.

14. Independent Contractor. The parties to the Agreement are independent contractors.

This Agreement does not create a joint venture or partnership between the Parties, and neither Party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other Party.

Customer shall make use of the services provided in accordance with the specifications of each Purchase Order as an independent contractor, having the sole right to control the details of and manner for performance of the use except that the same must be performed in accordance with the training and scope of use defined in the Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Customer is not authorized to commit Paladin to any agreements, and Paladin is not authorized to commit the Customer to any agreements, and the Customer shall not represent itself as the agent or legal representative of the Paladin. Further, the Customer shall not be entitled to participate in any of the Paladin benefits, including without limitation any health or retirement plans. The Parties shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Paladin shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Customer or any other person consulted or employed by the Customer in performing Services under this Agreement. All such costs shall be the Customer's responsibility. Parties acknowledge that this Agreement and all Purchase Orders and any other Agreed Orders are lump sum contracts, and that Customer shall be solely responsible for all required withholdings including but not limited to taxes, social security taxes, and state unemployment taxes including but not limited to for Customer's employees, agents, or subcontractors, as well as all applicable sales taxes or use taxes on labor provided and materials furnished. No Taxes will be collected or paid by Paladin under this Agreement, except as required by law.

Paladin does not provide Workers Compensation Insurance or Workers Compensation benefits for Customer or its employees. If requested, Customer will furnish Paladin with Certificates of Insurance showing Customer to be covered by Workers' Compensation Insurance in such amounts and types of coverage as Paladin may specify. It is Customer's sole responsibility to: (1) Assume all expenses for any job injury or illness occurring to Customer or any of its employees, agents, officers, and others working under its direction; (2) provide safe working procedures for its employees; and when applicable (3) comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA). CUSTOMER WARRANTS THAT IT IS ADEQUATELY INSURED FOR INJURY TO ITS EMPLOYEES AND OTHERS INCURRING LOSS OR INJURY AS A RESULT OF THE ACTS OF CUSTOMER OR ITS EMPLOYEES OR SUBCONTRACTORS. CUSTOMER SHALL MAINTAIN ALL WORKERS' COMPENSATION AND LIABILITY INSURANCE AT ALL TIMES WHILE MAKING ANY USE OF SERVICES OR EQUIPMENT.

15. Waiver of Jury: ALL PARTIES ACKNOWLEDGE THAT ALL DISPUTES RELATED TO THIS AGREEMENT OR ARISING FROM THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT MUST BE SUBMITTED TO BINDING ARBITRATION. NOTWITHSTANDING, EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY,

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

16. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of Delaware. CUSTOMER FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER CUSTOMER, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT OR ANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OF DELAWARE OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN DELAWARE HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

17. Mediation-Arbitration. Parties agree that all disputes, controversies or claims including any arising out of or relating to Services or Equipment provided by Paladin, its assignees or subcontractors, any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a "Dispute") may be submitted to non-binding mediation. IN THE EVENT THE EITHER PARTY OR BOTH ARE UNWILLING OR UNABLE TO RESOLVE THE DISPUTE BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE GOVERNED BY DELAWARE LAW AND THE U.S. ARBITRATION ACT, 9 U.S.C. §§ 1-16, TO THE EXCLUSION OF ANY PROVISIONS OF STATE LAW THAT ARE INCONSISTENT WITH APPLICATION OF THE FEDERAL ACT. THE SUBMISSION TO MEDIATION OR ARBITRATION OF ANY DISPUTE ARISING DURING AN ACTIVE TERM SHALL NOT DELAY OR OTHERWISE AFFECT THE CONTINUING PERFORMANCE OF SERVICES OR ACCESS TO THE WATCHTOWER SOFTWARE. ARBITRATION SHALL BE FILED, INITIATED, OR BOTH IN DELAWARE, AND ALL ARBITRATION HEARINGS SHALL BE HELD IN DELAWARE. PARTIES AGREE TO INCLUDE THE REQUIREMENT OF THIS PROVISION IN ALL FUTURE CONTRACTS, and SUB-CONTRACTS IT MAY ENTER INTO FOR ANY PORTION OF THE TERMS OF THIS AGREEMENT. ANY AND ALL DECISIONS AS TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION SHALL BE DETERMINED BY ARBITRATION AND ANY COURT PRESENTED WITH THE ARBITRABILITY OF A CLAIM SHALL IMMEDIATELY ABATE THE CASE AND ORDER THAT THE DECISION AS TO ARBITRABILITY BE MADE IN ARBITRATION.

18. Entire Agreement: Order of Precedence. The Paladin Order Form, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations relating to or regarding the Customer's purchase and use of the Services and equipment. To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Paladin Order Form (2) the Customer Terms (i.e., Exhibit C), (3) the Terms & Conditions herein (i.e., Exhibit B), and (4) Paladin Quote (i.e., Exhibit A). No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way. There are no additional agreements of any kind between the parties with respect to the subject matter

hereof. No waiver, amendment, modification or release of any term or provision of this Agreement shall be deemed to have been given or made unless expressly set forth in a written document signed by each of the parties hereto.

19. **Waiver.** No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except where otherwise specified in writing by the Parties, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

20. **Amendments And Right to Update:** No amendment to the Paladin Order Form, or the Incorporated Documents will be effective unless it is in writing and signed by an authorized representative of each party. This Agreement may not be supplemented, amended, and/or modified at any time unless the parties hereto execute a written agreement that must— (i) be in a mutually agreed upon written or electronic format, (ii) must be clearly designated as an amendment, addendum, or modification, and (iii) must be signed by an authorized representative of each party. The Parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes. Notwithstanding the aforementioned, Paladin may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services, however, no unilateral Paladin updates will have any effect to change the existing financial obligations of Customer until the end of an Active Term and following Customer's signed agreement thereto.

21. **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission by the recipient), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope. Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via facsimile transmission shall be deemed given upon transmission and confirmation of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt.

22. **Force Majeure.** Except for any obligations to make payments, In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any

failure or delay in performing its obligations under the Agreement , if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

23. **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns. Notwithstanding the aforementioned, if Customer's assignment requires additional services beyond that which were negotiated then Customer and its assignee shall be liable for any additional costs incurred by Paladin to provide the Agreed service(s) during an Active Term.

25. **Marketing.** Subject to Section seven (7) supra, neither party may issue press releases related to the Agreement, conversations, or activities, without the other party's prior written consent. However, either party may include the name and logo of the other party in lists of customers or vendors.

26. **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, Paladin hereby certifies and agrees as follows:

- a. Paladin is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State where services are sought;
- b. Paladin will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law.
- c. **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is

deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

27. **Legal Compliance.** Customers agree to comply with applicable laws with respect to the ownership, possessions, and operation of the Equipment. The parties acknowledge and agree that the legal regulation of unmanned drones is evolving, and the parties shall cooperate to seek to comply with applicable laws. The Watchtower Products, Equipment, and all services provided hereunder are subject to all applicable export control laws and regulations, including without limitation those of the United States government. Customer and Authorized Users agree that not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose such, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant export control laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate US governmental authority and all required foreign authorities prior to undertaking such activities.

28. **Watchtower Software License.**

- a. **Grant of License.** Paladin shall grant a license of the Watchtower Software to the Customer in accordance with the terms and conditions outlined in this Agreement.
- b. **FAA Regulatory Waivers.** Paladin will assist the Customer in acquiring FAA regulatory waivers. Except for transfers by error, the Customer shall hold Legal Title to those documents upon their transfer. Paladin will assist the customer in renewing these waivers during the Active Terms of the agreement. The process used to acquire the waivers is confidential information and cannot be shared with any 3rd party without the express permission of Paladin.

29. **Watchtower Software License.** Conditioned upon compliance with the Use Restrictions in Section 2, and payment of all fees then due, and compliance with all other terms and conditions hereof, Paladin shall grant to Customer, during any Active Term of this Agreement, a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Watchtower Software.

30. **Insurance.**

- a. **Customer warrants that it will maintain insurance coverage in accordance with its use and operations and that in the event that Customer's insurance is not able to cover the full extent of the damages or claim that Paladin's insurance shall be called upon to cover the remaining balance of a claim. Notwithstanding the aforementioned, if the claim is not one in which Paladin's coverage may extend, then Customer shall be solely liable for any such claim or damages.**
- b. **Customer will maintain coverage with an aggregate limit of not less than \$2,000,000.00, per occurrence; and upon Paladin's request will provide proof.**
- c. **Paladin shall maintain coverage with an aggregate limit of not less than \$2,000,000.00 per occurrence.**
- d. **Subject to section "a" supra, Paladin's insurance shall pay damages relating to bodily injury or property damage subject to its insurance policy which Customer may request a copy of at any time.**

- e. Customer understands that Paladin's coverage shall not apply to: (1) loss of use of any aircraft, drone, or otherwise, which is for a period of less than forty-eight hours; (2) sums attributable to any period an aircraft is not available for flight operations for reasons other than a grounding, or would not have been available for flight operations if no grounding had occurred; (3) loss of use of any aircraft occurring during the period that Paladin did not use all reasonable means to correct and eliminate the cause of the loss of use; (4) loss of use of any aircraft attributable to a culpable failure by Paladin to perform any obligation with respect to making available or delivering products to the owner or operator of such aircraft; (5) loss of use of any military derivative of a civil aircraft unless the grounding also applies to the civil aircraft; (6) loss of use of any launch vehicle, spacecraft product or missile; (7) loss of use of any aircraft operated by Paladin or in its care, custody or control other than aircraft temporarily in Paladin's care, custody or control for modification, repair or inspection relating to grounding; (8) loss of use of any aircraft owned by or loaned to Paladin. For the purposes of this exclusion, any aircraft as to which Paladin has retained title pursuant to a conditional sales contract, chattel mortgage or similar lien, a lease agreement, a consignment agreement or similar contract of bailment, shall be deemed not to be owned by Paladin; (9) any liquidated or stipulated damages or penalties which Paladin is obligated to pay by reason of any contract or agreement, but this exclusion does not apply to any obligation it would have had in the absence of such contract or agreement.
- f. Customer is aware that the aforementioned instances where coverage shall not apply are not every instance where the coverage does not apply and that it is the responsibility of Customer to familiarize itself with the limitations of Paladin's insurance policy.
- g. Paladin makes no representations to Customer relating to which policy it shall acquire and only requires that the insured obtain a policy that is sufficient to meet the foreseeable liabilities under Customer's intended use and operation of any provided equipment, software, or service.
- h. In accordance with section 30, if Paladin is legally obligated to pay damages because of bodily injury or property damage, Paladin's insurance shall have the right and duty to defend any suit seeking those damages.

31. **Consideration of services.** Paladin agrees to provide the services set forth in the Paladin Order Form, and Incorporated Documents. Customer agrees to make all payments in a timely manner pursuant to Section four (4) supra, and cooperate and abide by the requirements and standards, as set forth in this Agreement.

32. **Data Use.** Paladin retains all rights to any data obtained from the provision of the products and services hereunder, including any copyright subject to the following (a) Paladin will only use personally identifiable data (including precise geolocation data), as defined under applicable law, for its internal analytical purposes (e.g., to improve its services), and (b) Paladin will use photographs or videos for its internal purposes and the improvement of services, such as demonstration or marketing, in each case subject to applicable laws (data described in (a) and (b) referred to as "**Data**"). Paladin grants Customer the right to use Data collected from the Services for its own internal purposes, subject to applicable laws. In addition, and without limiting Paladin's restrictions above,

Paladin agrees that it will not resell any Data to any other person or entity without the prior express written permission of the Customer.

33. **Headings.** The parties agree that the captions, headings, and/or titles used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

34. **No Third-Party Beneficiaries.** This Agreement is intended for the benefit of the parties hereto, and those specifically referenced herein, and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The terms and provisions of this Agreement shall not inure to the benefit of any other third person or entity not a signatory to this Agreement.

35. **Joint Participation.** The parties hereto have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construed against either Customer or Paladin.

36. **Counterparts.** This agreement may be executed in one or more counterparts, each counterpart being an original.

37. **Confidentiality.** The information contained in the Agreement is considered confidential by the Parties. Neither Party shall disclose to any other third party the terms and conditions contained in this Agreement, except as required by law, and except disclosure to their respective employees, agents and advisors on an as-needed basis.

38. **Attorney's Fees.** In the case of any breach of this Agreement or other Dispute (as defined herein) the prevailing party shall be entitled to recover its costs of mediation, arbitration, Court, expert witness fees and any necessary and reasonable attorney's fees.

39. **Authority.** Each person executing this Agreement warrants, in his/her individual capacity, that he or she has full legal authority to execute this Agreement for and on behalf of the respective parties and to bind such parties.

Exhibit C

Additional Terms and Conditions

This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon twelve (12) months from the Effective Date ("Initial Term"). In accordance with O.C.G.A. § 36-60-13, this Agreement shall automatically renew upon the same terms and conditions at the expiration of the Initial Term and each applicable term thereafter for two (2), twelve (12) month periods ("Renewal Terms"), unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the Renewal Term, or if the Agreement is otherwise terminated pursuant to the terms herein.

AGENDA ITEM SUMMARY
April 3, 2025, City Council Workshop
Item Number: 11



Presented by: William VonDenBosch, Director

Public Works - Wastewater Department

ITEM SUMMARY:

Request to purchase one Godwin bypass pump and trailer from Xylem, at a cost of \$103,527.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

This pump would serve as a standby unit that could be used in multiple locations in the event of a power or generator failure. There would be 4 pump stations this could be connected to. The distribution department could also use this pump to bypass manholes for repairs or maintenance of a line.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$103,527.00

FUNDING SOURCE:

SPLOST VI - Project #48

ATTACHMENTS:

Xylem quote #111029151
GoForth Williamson Quote#10528607

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
10528607	
Quote Date	Page
02/06/2025	1 of 2

Quote Expires On: 03/08/2025

BILL TO:

City of McDonough
136 Keys Ferry St.
McDonough, GA 30253
US

SHIP TO:

City of McDonough
107 Turner Church Rd
McDonough, GA 30253
US

770-957-3915

Requested By: Mr. Jeremy Newton

Customer ID: 713209

Project Ref: Diesel Bypass Pump

PO Number		Carrier Name		Sales Rep	
				JGBOS GWI	
Quantity Ordered	Quantity Remaining	UOM	Item ID Item Description	Unit Price	Extended Price
1.00	1.00	EA	DIESEL DRIVEN BYPASS PUMP Diesel Driven Bypass Pump	110,350.0000	110,350.00

Order Line Notes: PP64S17L71-T13.00-GL2-CAT C2.8T-Open Trailer

Pump Specifications

- Pump Model: 64S17
- Pump Type: Pioneer Prime
- Volute discharge orientation: Top Horizontal (TH, Standard)
- Vacuum Pump Orientation (PP): No Preference (Standard)
- Impeller Trim: 13
- Seal Type: Rundry Mech. Seal, SIC/WC (Standard)
- Bearing Frame: SAE - No Preference (Std for Diesel Pkgs) - No Preference (Std for Diesel Packages) Drive Coupling
- Materials of Construction: 71 - "Ductile Iron w/ CA6Nm Impeller"
- Paint Color: Pioneer Green (Standard)

Package Specifications

- Platform: UP3 135 Gal
- Package Type: Open - DOT Trailer w/ Electric Brakes
- Engine Make/Model/HP/Tier: CAT / C2.8T / 65HP
- Control Panel: Catron CP750E
- Block Heater: No (Standard)
- Fan Type: Blower (Standard)
- Transmission: No
- Adders - NONE SELECTED
- Other Specifications:
- See attached specification sheet for complete details
- Entire package completely assembled, primed, and painted prior to shipment

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com



Document ID 10528607

QUOTATION

Goforth Williamson, Inc
373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Quote Number	
10528607	
Quote Date	Page
02/06/2025	2 of 2

Quote Expires On: 03/08/2025

Quantity		UOM	Item ID	Unit Price	Extended Price
Ordered	Remaining		Item Description		
2x NO/NC Floats w/ 50' Cable					

Total Lines: 1

SUB-TOTAL: 110,350.00
OCI - SHIPPING & HANDLING: 3,500.00
TAX: 0.00
AMOUNT DUE: 113,850.00
U.S. Dollars

PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING

Goforth Williamson
373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Payment Terms: Net 30

F.O.B.: Origin

Quoted By: DUSTINMCDOWELL

Email: dustinm@goforthwilliamson.com

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com





402 Old Mill Road
Cartersville, GA 30120
Tel: 770-420-8920
Fax: 770-420-8930
www.godwinpumps.com

February 6, 2025

Mr. Jeremy Newton
City of McDonough
136 KEYS FERRY ST
McDonough, GA 30253-3213

Phone: 470-725-7594
Email: Jnewton@McDonough-ga.gov

**RE: CD160M Trailer Mounted Pump
Sale Quotation 111029151**

Dear Mr. Newton:

Thank you for your continued interest in Xylem Inc. Per your request we are pleased to offer the following sales quotation for the Godwin DriPrime CD160M Diesel Driven Trailer Mounted Open Pumpset.

Confidentiality

The reader acknowledges that the information provided by Xylem Dewatering Solutions, Inc. is confidential; therefore, the reader agrees not to disclose it without the express written permission of Xylem Dewatering Solutions, Inc. in all cases.

Disclosure acknowledged by reader, that information is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by the reader may cause serious harm or damage to Xylem Dewatering Solutions, Inc.

Scope

Portable bypass pump to use in various applications and location throughout the city.

It is highly recommended to call your Godwin DriPrime Sales Engineer to review each application. This will help minimize excessive wear damage.

Please see attached CD160M curve, manufacturer's notes the potential for higher maintenance costs with continuously operating the CD160M above 1800-RPM or to the left of the minimum capacity curve.

Furthermore, I have enclosed the specifications on the Godwin; points of interest that separate Godwin Pumps from any other pump manufacturer,

Furthermore, I have enclosed the specifications on the Godwin; points of interest that separate Godwin Pumps from any other pump manufacturer,

- * Maximum flows of: 1900
- * Solids handling capacity: 3"
- * Total dynamic heads to: 260' 440'
- * 24-hour parts and service guarantee.
- * No Daily Maintenance Required

Home Office:

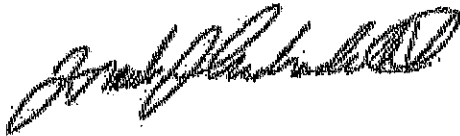
84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

February 6, 2025
City of McDonough
Attention: Mr. Jeremy Newton
Sale Quotation # 111029151
Page 2 of 4

- * No Daily Maintenance Required
- * Dry running, high pressure liquid lubricated seal which does not come in contact with material being pumped, with high abrasion resistant silicon carbide interfaces allowing the pump set to run dry indefinitely
- * Impeller - Cast chromium steel to Brinell 341 HB hardness - able to with stand the abrasiveness of sand and other abrasive materials instead of standard ductile iron
- * Front and rear wear plates - Cast chromium alloy cast iron to Brinell 341 HB
- * Automatic PrimeGuard Controller with floats, for increased fuel savings and lower man-hours available
- * Complete onsite technical training sessions

I have also included the cut sheet for the pumps.
Prices are subject to change after 60 days without a Purchase Order.
Please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jay Andrade", with a stylized flourish at the end.

Jay Andrade
Outside Sales Representative

JA / ds

February 6, 2025
City of McDonough
Attention: Mr. Jeremy Newton
Sale Quotation # 111029151
Page 3 of 4

402 Old Mill Road
Cartersville, GA 30120
Tel: 770-420-8920

xylem
Let's Solve Water

godwin 

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL								
A	1	Dri-Prime CD160M Diesel Pump • 6" 150# Flange Suction and Discharge • John Deere 4045HFC04-FT4 134HP Diesel • Includes PrimeGuard Engine Controller • Road Going Trailer, Elec Brakes- 3" Pintle • Lights - DOT Standard	\$ 103,527.00	\$ 103,527.00								
*With purchase of above pump(s), Xylem recommends purchasing the PM Service Item(s) listed below: <table><tr><td>1</td><td>PPGODWINPMA00 Single Annual Visit Prepaid Bronze PMA</td><td>850.00</td><td>850.00</td></tr><tr><td>1</td><td>KTCD160180MRS25 CD160M, CD180M Diesel 1-2 yr Spares Kit</td><td>1,897.00</td><td>1,897.00</td></tr></table>					1	PPGODWINPMA00 Single Annual Visit Prepaid Bronze PMA	850.00	850.00	1	KTCD160180MRS25 CD160M, CD180M Diesel 1-2 yr Spares Kit	1,897.00	1,897.00
1	PPGODWINPMA00 Single Annual Visit Prepaid Bronze PMA	850.00	850.00									
1	KTCD160180MRS25 CD160M, CD180M Diesel 1-2 yr Spares Kit	1,897.00	1,897.00									
B	1	PrimeGuard Float Set • w/ 65' Mechanical Floats	510.85	510.85								
C	1	Inbound Freight	1,600.00	1,600.00								

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/>, and incorporated herein by reference and made a part of the agreement between the parties.

February 6, 2025
City of McDonough
Attention: Mr. Jeremy Newton
Sale Quotation # 111029151
Page 4 of 4

402 Old Mill Road
Cartersville, GA 30120
Tel: 770-420-8920



SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
------	-----	-------------	------------	------------

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

A signed copy of this Quotation is acceptable as a binding contract.

Signature:

Company/Utility:

Address:

Name:

(PLEASE PRINT)

Reference #:

Date:

Phone:

Email:

Fax:

Net Sale Total with Recommended PM Service Kits

\$ 108,384.85

NET SALE TOTAL

\$ 105,637.85

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

ITEM SUMMARY:

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

No

OTHER DEPARTMENTAL REVIEW

GOOD GOVERNANCE
Guiding Principle: Fiscal Responsibility, Accountability, Transparency

BARFIELD
UNDERGROUND
Sewer - Water - Septic - Storm

404-606-4483 (James)
 2745 Pine Valley Rd
 The Rock, GA 30285
barfieldunderground@live.com

Estimate for: Jeremy Newton
 City of McDonough Sewer & Water
 136 Keys Ferry St.
 McDonough, GA 30253

DATE: 04/10/2024

ESTIMATE # 041001

<i>Job Location: Headworks Bypass Turner Church Rd. McDonough</i>	
• Excavate 16" force main and install 16" cut in plug valve. • Install 16" x 8" MJ tee with 8" plug valve and riser pipe for bypass connection. (parts and labor)	\$51,500.00
• Backfill excavation, seed and straw.	\$500.00
<i>*QUOTE IS GOOD FOR 30 DAYS AND SUBJECT TO CHANGE DUE TO CURRENT MARKET MATERIAL PRICING*</i>	
<i>McDonough is responsible for hiring contractor for sewage bypass pumping during project.</i>	
<i>Job Estimate Total</i>	<i>\$52,000.00</i>

We look forward to your business.

Garden Walk By-Pass Connection



RDJE, Inc.

679 Hwy 29 South, Suite A
Newnan, GA 30263

Contact: Joe Webb
Phone: 678-633-2632
Email: jwebb@rdjeinc.com

Quote To: City of McDonough

Job Name:

Phone:

Date of Plans:

Email:

Revision Date: 2/12/2025

All materials supplied by City of McDonough

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization/General Conditions	1.00	LS	7,650.00	7,650.00
2	10" AVT Inserta Valve	1.00	EA	19,000.00	19,000.00
3	10" x 6" Tapping Sleeve & Valve	1.00	EA	6,500.00	6,500.00
4	6" Bypass Connection Assembly	1.00	EA	5,000.00	5,000.00

GRAND TOTAL **\$38,150.00**

NOTES:

Standard Terms & Conditions for RDJE Quotes:

- + No Tap fees, Permits, or Impact fees included.
- + No Stabilization Stone included.
- + Landscaping not included.
- + Asphalt/Concrete paving not included.
- + Erosion control not included.
- + Extra fee charged for Repair of Damages by others.
- + Extra fee charged for Locating Lines following installation.
- + Removal of Unsuitable Materials not included.
- + Traffic Control is not included.
- + All permits and easements shall be obtained by others.
- + This quote is based upon one mobilization and the continuous uninterrupted progress for each utility. Should work be interrupted by the actions or inactions of others, additional costs for delays will be invoiced at RDJE published standard T&M rates.
- + Any work outside the scope of work listed on the attached estimate sheets will be performed at T&M rates for the crew cost plus a time extension for the number of days required for the additional work.
- + All work performed under this agreement and any additions, deletions, or repairs of damages shall be performed by RDJE for the addressee only. No third-party negotiations, payables, or receivables will be accepted by RDJE.
- + This quote is based upon knowledge of conditions existing at the time of the estimate.
- + Other item, not listed, are not included. Pricing for additional items are furnished upon request.
- + Any additional work must be mutually agreed upon in writing prior to the work being performed.

This document along with the referenced documents can serve as our contract upon your approval and

authorization as indicated by your signature in the space provided.

Accepted

For: _____

-Accepted- -- --

For: RDJE, Inc.

By: _____

By: _____

Date: _____

Date: _____

BARFIELD
UNDERGROUND
Sewer - Water - Septic - Storm

404-606-4483 (James)
 2745 Pine Valley Rd
 The Rock, GA 30285
barfieldunderground@live.com

Estimate for: Jeremy Newton
 City of McDonough Sewer & Water
 136 Keys Ferry St.
 McDonough, GA 30253

DATE: 02/05/2025

ESTIMATE # 020502

Job Location: Garden Walk Bypass Iris Lake Rd. McDonough	
• Install 10" hydra stop insertion valve.	\$16,050.00
• Excavate 10" force main and prep for tap.	\$2,750.00
• Install 6" tap sleeve and gate valve.	\$19,200.00
• Tap 10" force main for 6" bypass.	
• Install 6" bypass line.	
Job Estimate Total	\$38,000.00

We look forward to your business.

Headworks By-Pass Connection



RDJE, Inc.

679 Hwy 29 South, Suite A
Newnan, GA 30263

Contact: Joe Webb
Phone: 678-633-2632
Email: jwebb@rdjeinc.com

Quote To: City of McDonough

Job Name:

Phone:

Date of Plans:

Email:

Revision Date: 3/14/2024
2/12/2025

By-pass pumping is not included but will be required in order to cut into force main.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization/General Conditions	1.00	LS	7,650.00	7,650.00
2	16" Plug Valve Assembly	1.00	EA	8,250.00	8,250.00
3	Cut In - 16" x 8" MJ Tee	1.00	EA	9,770.00	9,770.00
4	8" Gate Valve Assembly	1.00	EA	2,850.00	2,850.00
5	8" Bypass Connection Assembly	1.00	EA	6,400.00	6,400.00
GRAND TOTAL					\$34,920.00

NOTES:

Standard Terms & Conditions for RDJE Quotes:

- + All materials supplied by City of McDonough.
- + No Tap fees, Permits, or Impact fees included.
- + No Stabilization Stone included.
- + Landscaping not included.
- + Asphalt/Concrete paying not included.
- + Erosion control not included.
- + Extra fee charged for Repair of Damages by others.
- + Extra fee charged for Locating Lines following installation.
- + Removal of Unsuitable Materials not included.
- + Traffic Control is not included.
- + All permits and easements shall be obtained by others.
- + This quote is based upon one mobilization and the continuous uninterrupted progress for each utility. Should work be interrupted by the actions or inactions of others, additional costs for delays will be invoiced at RDJE published standard T&M rates.
- + Any work outside the scope of work listed on the attached estimate sheets will be performed at T&M rates for the crew cost plus a time extension for the number of days required for the additional work.
- + All work performed under this agreement and any additions, deletions, or repairs of damages shall be performed by RDJE for the addressee only. No third-party negotiations, payables, or receivables will be accepted by RDJE.
- + This quote is based upon knowledge of conditions existing at the time of the estimate.
- + Other item, not listed, are not included. Pricing for additional items are furnished upon request.
- + Any additional work must be mutually agreed upon in writing prior to the work being performed.

This document along with the referenced documents can serve as our contract upon your approval and authorization as indicated by your signature in the space provided.

Accepted

For: _____

By: _____

Date: _____

Accepted

For: RDJE, Inc.

By: _____

Date: _____

AGENDA ITEM SUMMARY
April 3, 2025, City Council Workshop
Item Number: 13



Presented by: William VonDenBosch, Director

Public Works - Wastewater Department

ITEM SUMMARY:

Request for approval to purchase one 200KW generator for Garden Walk Pump Station from Yancey Power Systems, at a cost of \$81,900.00

SPECIAL CONSIDERATIONS OR CONCERNS:

Garden Walk is one of the City's largest pump stations. Currently there is no backup power source. Staff are called out during a power failure, and they take our mobile generator and manually hook up power to it. That generator is only big enough to run one pump. We currently lose power to this station often.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$89,100.00

FUNDING SOURCE:

SPLOST VI - Project #50

ATTACHMENTS:

Yancey quote #25MP0033-01
Current Edge Solutions quote

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Yancey Power Systems
259 Lee Industrial Blvd.
Austell, GA 30168-7406
770.941.2424 tel
770.941.2411 fax
877.278.6235 toll free
www.YanceyPower.com

Quotation # 25MP0033-01

Project: **Garden Walk Pump Station**

Date Issued: February 5th, 2025

Expiration: March 10th, 2025

Page # 1 of 4

200kW Diesel Generator Set

One (1) New Caterpillar Model D200-2 PG C7.1 Packaged Diesel Engine Driven Generator Set, rated 200 kW standby, 250 kVA, UL2200, 0.8 PF, 480/277 Volts, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follows:

Emissions and Certifications

- This engine meets US EPA Emergency Standby.
- UL2200

Cooling System

- Radiator for 122 degree F ambient, unit mounted. Includes initial fill of 50/50 coolant.
- Jacket water heater, one 1000 watt heater with thermostatic controls, 120 VAC input.

Starting System

- Battery Set, 12 volt DC, Lead Acid type with rack and cables.
- Automatic Battery charger, 10 amps, installed in generator set enclosure, 120 VAC input required.
- Electric starting motor, 12 volt DC.

Instrumentation & Controls

- ♦ Electronic governor, with solid state speed control board, +/- 0.25% regulation.
- ♦ GCCP 1.2 Controller
 - ♦ Control Panel GCCP 1.2 is an auto Start Control Module suitable for a wide variety of diesel genset applications. Monitoring an extensive number of engine parameters, the modules will display warnings, shutdown and engine status information on the backlit LCD screen, illuminated LEDs and remote PC.
 - ♦ Remote E-Stop

Generator (Alternator)

- Caterpillar, screen protected and drip-proof, self-excited, self-regulating, AC power generator rated at 130 deg C temp rise, 3 phase, 4 wire, direct connected with:
 - Excitation System for 300% overcurrent capability and maximum motor starting performance.
 - Automatic voltage regulator with +/- 0.25% regulation from 0% to 100% load.
 - Main circuit breaker, One (1), rated 400 amps, 3 pole

Genset Enclosure –Sound Attenuated

- Aluminum construction with two (2) single access doors per side
- Internal vibration isolators installed between generator set and mounting rails.
- Painted standard alkyd enamel finish, color is White.

Exhaust System

- ♦ Critical grade silencer with flexible exhaust connector, installed INSIDE enclosure for safety and aesthetics.

Fuel System

- ♦ 777 gallon, 48hr runtime, double wall, UL 142 listed fuel integral tank base. Steel construction. Complete with low fuel level alarm switch, rupture basin leak alarm, tank vents and fill opening.

Automatic Transfer Switch

- ♦ One (1) ATS rated 400 amps, 3 pole in a NEMA 3R enclosure with 7day automatic generator exerciser.



Yancey Power Systems
259 Lee Industrial Blvd.
Austell, GA 30168-7406
770.941.2424 tel
770.941.2411 fax
877.278.6235 toll free
www.YanceyPower.com

Quotation # 25MP0033-01

Project: Garden Walk Pump Station

Date Issued: February 5th, 2025

Expiration: March 10th, 2025

Page # 2 of 4

Other Services Provided by Yancey Power Systems Included for this project:

- ◆ Delivery to job site (offloading & installation by others)
- ◆ Start-up and testing services including four (4) hour load bank test at time of start up.
- ◆ Operation and Maintenance Manuals: Electronic Copy
- ◆ Free 1st Year Customer Value Agreement (CVA): refer to submittal documents for full details
- ◆ Warranty, CAT Generator: Five (5) years from owner acceptance.

Miscellaneous:

F.O.B. jobsite, freight included.

NET PRICE: \$ 93,200.00

NET PRICE For Steel Enclosure Option: \$ 89,100.00

(*) Quoted pricing is based on current costs of equipment above. Due to current market volatility with respect to these costs, until further notice, Yancey Power reserves the right to adjust quoted pricing to account for any increases in equipment costs as of the date Yancey Power is actually billed for such equipment by the applicable vendor (including after equipment release for production), in which case Yancey Power will provide Customer an updated Quotation reflecting the adjusted pricing. Customer acknowledges and agrees that to the extent Yancey Power seeks any price adjustment as outlined herein, Yancey Power has no obligation to fulfill this order unless it receives from Customer a revised Purchase Order or a Change Order authorizing the adjusted pricing in Yancey Power's updated Quotation. Upon request, Yancey Power will provide Customer sufficient documentation to support any such price adjustment pursued by Yancey Power (e.g., price adjustments due to increase in costs of Gensets, switchgear, and other equipment may be evidenced by equipment price increase letter from applicable equipment manufacturer; price adjustments due to increases in costs of materials and components may be evidenced by increases in the applicable U.S. Bureau of Labor Statistics Producer Price Index(s)). Please note that Yancey Power will work hard to minimize any such price adjustments.



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Page # 3 of 4

CLARIFICATIONS

This quotation is based on standard CATERPILLAR equipment only in accordance with equipment requirements Per email request from Melissa Frambes with the following clarifications and exceptions:

1. Fuel tank meets UL142/NFPA requirements and includes Georgia compliance-local code requirements may require additional cost (were not specified).
2. All signage is by others.
3. No exhaust piping beyond the package is included or engineered.
4. All fuel (testing and initial fill) is by others.
5. All field testing is performed by factory certified generator set techs, no NETA or 3rd party testing is included.
6. Factory tests to be performed at 0.8PF as required by NFPA.
7. Other Specification sections are by others.

Scheduling:

Submittals: 1 week from receipt of order.

Automatic Transfer Switch: 32-34 weeks from submittal approval.

Generator Set: Currently: 20-22 weeks. To be confirmed at time of order.

(*) Quoted lead times are based on vendors' current lead times for required equipment. Due to current market volatility with respect to shortages of goods, until further notice, quoted lead times and schedules are estimates only and are subject to adjustment by Yancey Power to account for delays from vendors (including after equipment release for production). Please note that Yancey Power will work hard to minimize any such changes in quoted lead times

Price DOES NOT include the following:

State and local sales tax

Installation of the equipment (including shipped loose accessories)

Wiring terminations (power conductors)

Offloading of equipment at the jobsite

Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

DATE _____

DATE _____



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Page # 4 of 4

Standard Terms and Conditions – V3

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (d/b/a Yancey Power Systems – the “Company”) unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer’s Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company’s price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company’s prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, **TERMS ARE CASH, NET THIRTY (30) DAYS**, from date of invoice. Amounts paid due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God; acts of Buyer; acts of civil or military authority; priorities, fires, strikes or other labor disturbances; floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer’s risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company’s current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received “in good order” receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company’s materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer’s willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company’s usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company’s payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer’s expense, to take such action as may be necessary to perfect and protect Company’s security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer’s name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer’s expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer’s name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company’s title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to, liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney’s fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER’S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer’s customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.
Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company’s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company’s prior written consent.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business; for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process; to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar’s Telematics Data Privacy Statement, (available at https://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-data-privacy-statement.html) and Data Governance Statement (available at <https://www.cat.com/data-governance-statement>). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard (and also notify Yancey Bros. Co. by contacting Drew Eckford: Drew.Eckford@yanceybros.com). CATERPILLAR’S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS.



CURRENT EDGE SOLUTIONS

1 Diamond Causeway #21-225
Savannah, Georgia 31406
912-659-3277

January 30, 2025



City of McDonough
107 Turner Church Road
McDonough, GA 30253
Jeremy Newton
Plant Manager
Wastewater Department
Cell (470) 725-7594
JNewton@McDonoughga.org

Re: Garden Walk Lift Station 200 KW Generator & ATS

Attn: Mr. Newton,

Current Edge Solutions is pleased to offer our **proposal** to provide and ship to location (1) 200 Kw Bluestar and (1) Asco 400-amp ats.

General Scope

Current Edge Solutions is pleased to offer our **proposal** to provide all labor, materials, equipment, and supervision to install (1) 200 kw **Bluestar** generator and 400-amp ATS. The site voltage is 480 vac. The generator will have a **John Deere** Engine, Newage alternator end, steel enclosure, and 560-gallon fuel tank. The **generator** will also have a non-proprietary Deep Sea 7320 controller, Generator will be **Made in** the USA, to industrial standards and have a 2 year, 2000 hr factory warranty. The **installation** price is separate and listed below for a full turnkey option. Installation will include a **new** concrete pad, underground conduits and new feeder wiring between the gen and ats. **Price will** include start up and warranty registration as well as customer training. **Freight and** taxes are also included in the below pricing.

Pricing

200 Kw Bluestar Diesel Generator with enclosure and fuel tank, 400 Amp Asco
ATS: **\$91,698.00**

Concrete pad and Installation: **\$53,630.00**

Total: \$145,328.00

Exceptions/Clarifications

1. Proposal is based on project specifications, project electrical system sheets, site visits, and/or communications with Current Edge Solutions; any alterations to quantities and/or functions by the Owner, Architect, Engineer, Local and/or State Fire Marshal's Office shall incur a change in the quoted price.
2. Payment Terms:
 - a. 50% due upon contract execution.
 - b. 25% due upon major equipment delivery.
 - c. 25% due at completion of project.
3. The quoted price **does not** include the following at this time.
 - a. Bid bond, performance or payment bond.
 - b. Overtime or accelerated schedule.
 - c. Spare parts.
 - d. Diesel Fuel

Warranty

We shall provide the manufacturer's standard warranty on all new equipment beginning at equipment start up. We shall also provide a one-year warranty covering material furnished by Current Edge Solutions, LLC excluding Acts of God, fire, theft, vandalism or tampering by unauthorized personnel. All warranty work shall be completed during normal working hours. If warranty work is requested for after hours or on holidays it will be billed based on our after hours and holiday work service rates.

Terms

If applicable, we will ship and install all items according to the commercial packaging recommendations no later than 120 calendar days after receipt of order. Current Edge Solutions, LLC shall have title to and the right to possession of the equipment as outlined above until receipt of total payment.

Due to current market volatility of material pricing and/or shortages, until further notice, Current Edge Solutions reserves the right to update quoted pricing and lead times at the time of order acceptance and/or at the time of equipment release to production. Any increase or decrease will be applied at that time. Please note that we will work hard to minimize any price increases or major changes in lead times during this time.

Thank you for the opportunity to work with you on this project. Please contact me anytime with questions or concerns.

Respectfully submitted,

David Magdara

(912) 677-0413

Current Edge Solutions
Power Services Division



Electrical
Generating
Systems
Association



Customer Approval: _____

AGENDA ITEM SUMMARY
April 3, 2025, City Council Workshop
Item Number: 14



Presented by: William VonDenBosch, Director

Public Works - Wastewater Department

ITEM SUMMARY:

Request for approval to purchase one Caterpillar 416 backhoe with thumb & IT coupler and an extended boom, at a cost of \$149,859.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

This is to replace the aging JCB backhoe we are currently using. The backhoe can be utilized by multiple departments if needed.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$149,859.00

FUNDING SOURCE:

SPLOST VI - Project #49

ATTACHMENTS:

Sourcewell CAT CONTRACT#011723
Quote#271185-04

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



March 24, 2025

City of McDonough

Sourcewell CAT CONTRACT# 011723

SOURCEWELL Account #110852

RE: Quote 271185-04

Caterpillar, Inc. Model: 416 w/Thumb & IT Coupler

CONFIGURATION DETAILS

Components	Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)				
416 07A BACKHOE LOADER CFG2	543-3339		1	97,890
LANE 3 ORDER	0P-9003		1	0
STICK, EXTENDABLE, 14FT, MECH	543-4281		1	6,120
PT, 4WD/2WS STD SHIFT, MECH	543-4899		1	12,430
ENGINE, 70KW, C3.6 DITA, T4F	542-7779		1	10,280
CONTROLS, BACKHOE PATTERN	544-0353		1	0
CAB, STANDARD	557-4932		1	9,270
DISPLAY, STANDARD	545-5047		1	0
WORKLIGHTS (8) HALOGEN LAMPS	491-6734		1	0
SEAT, FABRIC	611-0335		1	670
BELT, SEAT, 2" SUSPENSION	206-1747		1	0
AIR CONDITIONER, T4F	542-7810		1	3,110
PRODUCT LINK, CELLULAR, PLE643	639-4880		1	0
TIRES, 12.5 80/19.5L-24, GY	379-2161		1	2,810
COUNTERWEIGHT, 530 LBS	337-9695		1	1,165
STABILIZER PADS, FLIP-OVER	9R-6007		1	435
LOADER BUCKET PINS	545-8548		1	0
BUCKET-GP, 1.3 YD3, PO	337-7385		1	3,708
CUTTING EDGE, TWO PIECE	9R-5321		1	331
BUCKET-HD, 24", 6.2 FT3	219-3387		1	2,035
INSTRUCTIONS, ANSI	559-0872		1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926		1	0
STANDARD RADIO (12V)	540-2298		1	720
PACK, DOMESTIC TRUCK	0P-0210		1	0

SHIPPING/STORAGE PROTECTION	461-6839	1	266
RUST PREVENTATIVE APPLICATOR	462-1033	1	141
HYDRAULICS, GP, 6FCN/8BNK	542-7756	1	1,855
Removed - SHIPPING/STORAGE PROTECTION	461-6839	1	(266)
Removed - BUCKET-HD, 24", 6.2 FT3	219-3387	1	(2,035)
Removed - RUST PREVENTATIVE APPLICATOR	462-1033	1	(141)
Removed - BUCKET-GP, 1.3 YD3, PO	337-7385	1	(3,708)
Removed - CUTTING EDGE, TWO PIECE	9R-5321	1	(331)

Total (Incl.Attachments) per DBS: 153,236

Total Modifications: (6,481)

Modified Consist Total: 146,755

CAT Components (Attachments)

BUCKET-HD, 36", 10.3 FT3	219-3389	417	1	2,347
THUMB, HYDRAULIC, NO TINE, BHL	282-5409	221	1	6,431
THUMB, TINE, C 1	274-5832	51	1	488
KIT, HYD, COMBINED, 14FT E-STK	577-8611	0	1	4,319
CARRIAGE, PAL CL3, 61", IT	6W-8832	699	1	2,511
FORK TINE, 2" X 5" X 48"	195-6935	216	2	1,848
KIT, LOADER CPLR	596-8446	0	1	5,924
COUPLER, PG, HYDR.D.LOCK, BHL	485-5303	192	1	4,813
KIT, LINES, HYD CPLR 14FT E-STK	579-6457	0	1	2,236
BUCKET-GP, 1.31 YD3, IT, BOCE	251-1798	1169	1	4,264
Total CAT List/Net:				181,936

Total Machine List Price	\$181,936
Sourcwell Contract 22% off List Price for BHL's	-\$40,026
Price after Sourcwell Discount	\$141,910
Mandatory Service & Outbound Freight	\$1,152
Installation of Hydraulic Valve & Coupler Supply Lines	\$9,976
Installation of Hyd Aux Lines & Thumb Installation	\$3,061
Counterweight & Hydraulic Control Valve	\$9,299
Swap Counterweight & Bucket Installation	\$957
Installation of Forks & Carriage	\$767
12 Mo Premier Warranty	\$554
24 Mo/ 1000 HR Parts only CVA	\$1,100
Total Price after Add-Ons	\$168,776
Additional Yancey Bros. Discount for City of McDonough	-\$18,917
TOTAL QUOTE PRICE	\$149,859

Accepted by _____ on _____

Sincerely,

Noah Rutherford

Machine Sales / Heavy Rents Rep
Yancey Bros. Co.



Serve. Solve. Succeed.

AGENDA ITEM SUMMARY
April 3, 2025, City Council Workshop
Item Number: 15



Presented by: William VonDenBosch, Director

Public Works - Water Treatment Plant

ITEM SUMMARY:

Request for approval to purchase one new 2023 Chevrolet 2500 4x4 crew truck from Bellamy Strickland at a cost of \$57,839.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

This vehicle is a replacement for a 2010 F-150.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total Cost: \$57,839.00

FUNDING SOURCE:

Line Item: 505-5.4420.54.2200 Vehicles

ATTACHMENTS:

Quote from Bellamy Strickland

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

Date: _____

Commercial Price: \$67,627

[View Price Details](#)

**2025 Chevrolet Silverado 2500 Crew Cab
4WD Royal Service Truck**

Stock #F1150056



1 of 66

Photos may be stock images.

[See All 66 Photos](#)

AGENDA ITEM SUMMARY
April 3, 2025, City Council Workshop
Item Number: 18



Presented by: Steve Morgan, City Council

Administration

ITEM SUMMARY:

Henry County Water Authority is undertaking a project to rehabilitate and upgrade the Camp Creek Sewer Line. This requires acquiring an additional easement area beyond the existing easements.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommend that the Council authorize the City Administrator, Steve Morgan, to review these documents and provide his signature to grant the necessary easements for the project to proceed.

FINANCIAL IMPACT:

No Financial Impact

FUNDING SOURCE:

N/A

ATTACHMENTS:

Supporting Documentation includes survey plats detailing the new easement area needed and the standard sewer line easement documents for review.

OTHER DEPARTMENTAL REVIEW NEEDED:

Yes

No

OTHER DEPARTMENTAL REVIEW

Comments: _____

Submitted and approved by:

Steve Morgan, City Administrator

Return To:
HENRY COUNTY WATER AUTHORITY
ENGINEERING DEPARTMENT
100 WESTRIDGE INDUSTRIAL BLVD.
MCDONOUGH, GEORGIA 30253
STATE OF GEORGIA
COUNTY OF HENRY

GENERAL SEWER EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged, the undersigned person or persons or entity, including Grantor's administrators, executors, heirs, personal representatives, trustees, and successors in interest (hereinafter called "Grantor"), does hereby give, grant and convey to Henry County Water Authority, Henry County, Georgia and its assigns and successors in interest (hereinafter referred to as "Grantee"), this Easement subject to the terms described below.

I. EASEMENT

This Easement burdens Grantor's real property located in Land Lot(s) 131 of the 7th District(s), Henry County, Georgia, with tax parcel identification number 092-01031000 and described/shown on Exhibit "A" attached hereto and incorporated herein as the "Grantor Property." Grantor Property is subject to the following terms of this Easement.

- (1) Grantor grants to Grantee a permanent and uninterrupted 20 (twenty) foot wide easement, use, liberty, right, and privilege of a right of way in, on, under and through the Easement Area for the purposes of constructing, maintaining, and operating a line or lines of sewer, including all associated infrastructure and appurtenant structures for the function and operation of said lines ("Sewer System") in that portion of the Grantor Property as described/shown on Exhibit "B" the "Easement Area." The Sewer System is the exclusive property of the Grantee.
- (2) Grantor grants to Grantee the right to inspect, repair, keep up, replace, maintain, and operate the Sewer System in and through the Easement Area.
- (3) Grantor grants to Grantee the right to extend or expand the Sewer System by installing additional line or lines of sewer pipe and associated or appurtenant structures thereto, from time to time, in, on, under and through the Easement Area.
- (4) Grantor grants to Grantee the right of ingress and egress over and across the Easement Area and the portion of Grantor Property to the extent reasonably necessary to access the Easement Area to construct, install, inspect, repair, keep up, replace, maintain, and operate the Sewer System within the Easement Area.
- (5) Grantor covenants that Grantor shall not build, construct, create, or install any structures whatsoever, plant trees or shrubs, drill, dig, grade, or fill in said permanent easement nor permit others to do such prohibited activities in the Easement Area. Grantor agrees that Grantee may take such reasonable remedial measures as Grantee deems appropriate to correct such prohibited activities within the Easement Area; and Grantor may be required to reimburse Grantee for the reasonable costs of such remedial measures. Exceptions to this prohibition may be requested by Grantor and granted by Grantee, in Grantee's sole discretion, and only in writing signed by both Grantee and Grantor describing the area and scope of the granted exception.
- (6) For construction of the Sewer System, Grantor grants to Grantee an additional temporary construction easement of ten (10) feet on both sides of the Easement Area or such area as described/depicted in Exhibit "B."
- (7) This Easement, and all terms hereunder, creates a covenant running with the land.

II. EXPENSE OF THE GRANTEE

All work shall be done at the expense of the Grantee and with as little inconvenience to the Grantor or Grantor's tenants as is consistent with reasonable progress. The impacted real property shall be left in reasonably clean and good condition upon completion of any work authorized herein. After completion of the construction, the Grantee shall plant the impacted real property and Easement Area with grass seed. Promptly following completion of the construction, inspection, maintenance, repair and/or replacement of the Sewer System, Grantee shall, at its sole cost and expense, restore to a reasonable condition the driveways, parking areas, sidewalks, curbs, landscaping, and other surface improvements located on Grantor's real property disturbed by Grantee's activity associated with this Easement and the Sewer System.

III. WARRANTIES & WAIVERS

With reference to the Easement, the Grantor hereby makes to Grantee the following representations, warranties, and waivers.

- (1) Grantor hereby warrants and covenants that it has the exclusive legal ownership of Grantor Property burdened by this Easement and has the exclusive right to convey this Easement to Grantee. Grantor shall forever defend the right, title, and

interest to this Easement and the rights conveyed to Grantee to this Easement against the claims of all persons or entities made against this Easement.

- (2) Grantor warrants that this Easement in its entirety shall be binding upon the Grantor and inures to the benefit of Grantee.
- (3) Grantor warrants that Grantee shall have the right to freely transfer this Easement, inclusive of the Sewer System, without any further consideration, action, or consent of Grantor.
- (4) Except to the extent Grantee's activities violate this Easement, Grantor waives for itself and its heirs, successors in interest, tenants, and assigns, all right to any further compensation or claim for damages or injury whatsoever arising from this Easement or the operation of the Sewer System.
- (5) The representations, warranties and waivers contained herein shall be forever binding on Grantor and shall survive any transfer of this Easement.

IN WITNESS WHEREOF, the undersigned has set his/her/their/its hand(s) and seal(s) this _____
day of _____, 20____.

_____(L.S.)
Signature

GRANTOR

Title: _____

Signed, sealed and delivered
In the presence of:

_____(L.S.)
Unofficial Witness

_____(L.S.)
Notary Public
My Commission Expires:

_____(L.S.)
Signature

Henry County Water Authority
GRANTEE

Title: _____

Signed, sealed and delivered
In the presence of:

_____(L.S.)
Unofficial Witness

_____(L.S.)
Notary Public
My Commission Expires:

EXHIBIT "A" GRANTOR PROPERTY

EXHIBIT "B" EASEMENT AREA

NOTES:

1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB56 PG90-97, DB6373 PG154-155 - HENRY COUNTY RECORDS.

LEGEND

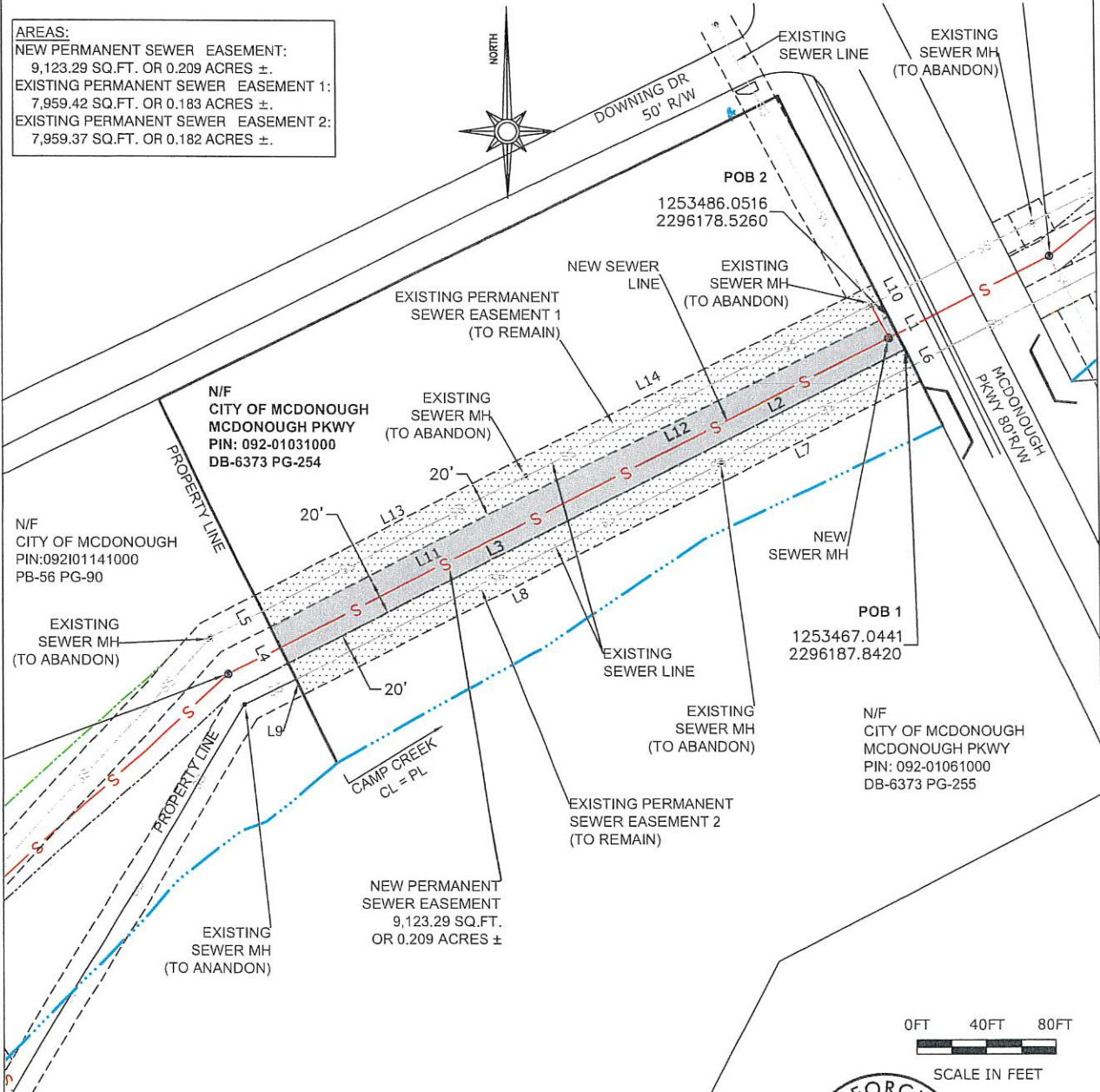
SS ——— SS ——— EXISTING SANITARY SEWER
 ——— S ——— S ——— NEW SANITARY SEWER
 ——— ——— ——— PROPERTY LINE
 (S) ——— NEW SANITARY SEWER MH
 ——— EXISTING SANITARY SEWER MH

NEW SEWER PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 EXISTING SEWER PERMANENT EASEMENT

CLERK OF THE SUPERIOR COURT
 RECORDING INFORMATION

AREAS:

NEW PERMANENT SEWER EASEMENT:
 9,123.29 SQ.FT. OR 0.209 ACRES ±.
 EXISTING PERMANENT SEWER EASEMENT 1:
 7,959.42 SQ.FT. OR 0.183 ACRES ±.
 EXISTING PERMANENT SEWER EASEMENT 2:
 7,959.37 SQ.FT. OR 0.182 ACRES ±.



THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.



09/10/2024



DATE OF FIELD WORK:	JAN-04-2024	REVISIONS			
DATE OF PLAN PREPARATION:	JUL-10-2024	NO	DESCRIPTION	DATE	BY/APPR
JOB NUMBER:	2407-271				
DRAWN BY:	J. LOPEZ				
REVISED BY:	J. LOPEZ				
LAND SURVEYING FIRM:	001337				
SCALE:	1"=60'-0"				
LOCATION:	L.L.131-7TH DISTRICT				

SANITARY SEWER EASEMENT PLAT FOR:
 HENRY COUNTY WATER AUTHORITY
 THROUGH THE PROPERTY OF:
CITY OF MCDONOUGH
 PARCEL ID: 092-01031000
CAMP CREEK SANITARY SEWER
 LAND LOT 131, 7TH DISTRICT
 HENRY COUNTY, GEORGIA

SHEET NO.
 1
 2
 TOTAL

NOTES:

1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB56 PG90-97, DB8373 PG154-155 - HENRY COUNTY RECORDS.

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

LEGAL DESCRIPTION:

NEW PERMANENT SEWER EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1253467.04 AND EASTING 2296187.84 (POB 1);
THENCE (L2) S63° 11' 30.42"W A DISTANCE OF 124.07 FEET TO A POINT;
THENCE (L3) S63° 03' 40.10"W A DISTANCE OF 273.91 FEET TO A POINT;
THENCE (L4) N26° 06' 03.58"W A DISTANCE OF 23.25 FEET TO A POINT;
THENCE (L11) N62° 51' 08.96"E A DISTANCE OF 170.66 FEET TO A POINT;
THENCE (L12) N63° 48' 43.88"E A DISTANCE OF 227.31 FEET TO A POINT;
THENCE (L1) S26° 06' 42.92"E A DISTANCE OF 21.17 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 1).
HAVING AN AREA OF 9,123.29 SQ.FT. OR 0.209 ACRES ±.

L1	S26° 06' 42.92"E	21.17'
L2	S63° 11' 30.42"W	124.07'
L3	S63° 03' 40.10"W	273.91'
L4	N26° 06' 03.58"W	23.25'
L5	N26° 04' 41.52"W	20'
L6	S26° 06' 37.63"E	20'
L7	S63° 11' 30.42"W	123.81'
L8	S63° 03' 43.04"W	274.2'
L9	N26° 02' 09.83"W	20'
L10	S26° 06' 37.52"E	20'
L11	N62° 51' 08.96"E	170.66'
L12	N63° 48' 43.88"E	227.31'
L13	N62° 51' 08.96"E	170.45'
L14	N63° 48' 42.78"E	227.501'

EXISTING PERMANENT SEWER EASEMENT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1253466.05 AND EASTING 2296178.53 (POB 2);
THENCE (L12) S63° 48' 43.88"W A DISTANCE OF 227.31 FEET TO A POINT;
THENCE (L11) S62° 51' 08.96"W A DISTANCE OF 170.66 FEET TO A POINT;
THENCE (L5) N26° 04' 41.52"W A DISTANCE OF 20.00 FEET TO A POINT;
THENCE (L13) N62° 51' 08.96"E A DISTANCE OF 170.45 FEET TO A POINT;
THENCE (L14) N63° 48' 42.78"E A DISTANCE OF 227.501 FEET TO A POINT;
THENCE (L10) S26° 06' 37.52"E A DISTANCE OF 20.00 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 2).
HAVING AN AREA OF 7,959.42 SQ.FT. OR 0.183 ACRES ±.

EXISTING PERMANENT SEWER EASEMENT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1253467.04 AND EASTING 2296187.84 (POB 1);
THENCE (L6) S26° 06' 37.63"E A DISTANCE OF 20.00 FEET TO A POINT;
THENCE (L7) S63° 11' 30.42"W A DISTANCE OF 123.81 FEET TO A POINT;
THENCE (L8) S63° 03' 43.04"W A DISTANCE OF 274.20 FEET TO A POINT;
THENCE (L9) N26° 02' 09.83"W A DISTANCE OF 20.00 FEET TO A POINT;
THENCE (L3) N63° 03' 40.10"E A DISTANCE OF 273.91 FEET TO A POINT;
THENCE (L2) N63° 11' 30.42"E A DISTANCE OF 124.07 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 1).
HAVING AN AREA OF 7,959.37 SQ.FT. OR 0.182 ACRES ±.

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.



09/10/2024

JGL SERVICES INFO@JGLSURVEY.COM 1327 FAIRBIDGE CIR SW MARIETTA, GA 30066 939-526-1638	DATE OF FIELD WORK:	JAN-04-2024	REVISIONS				
	DATE OF PLAN PREPARATION:	JUL-10-2024	NO.	DESCRIPTION	DATE	BY	APPR.
	JOB NUMBER:	2407-271					
	DRAWN BY:	J. LOPEZ					
	REVISED BY:	J. LOPEZ					
	LAND SURVEYING FIRM:	001337					
	SCALE:	1"=60'-0"					
	LOCATION:	L.L.131-7TH DISTRICT					

SANITARY SEWER EASEMENT PLAT FOR: HENRY COUNTY WATER AUTHORITY THROUGH THE PROPERTY OF: CITY OF MCDONOUGH PARCEL ID: 092-01031000 CAMP CREEK SANITARY SEWER LAND LOT 131, 7TH DISTRICT HENRY COUNTY, GEORGIA	SHEET NO. 2 TOTAL
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NOTES:

1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB56 PG90-97, DB6373 PG154-155 - HENRY COUNTY RECORDS.

LEGEND

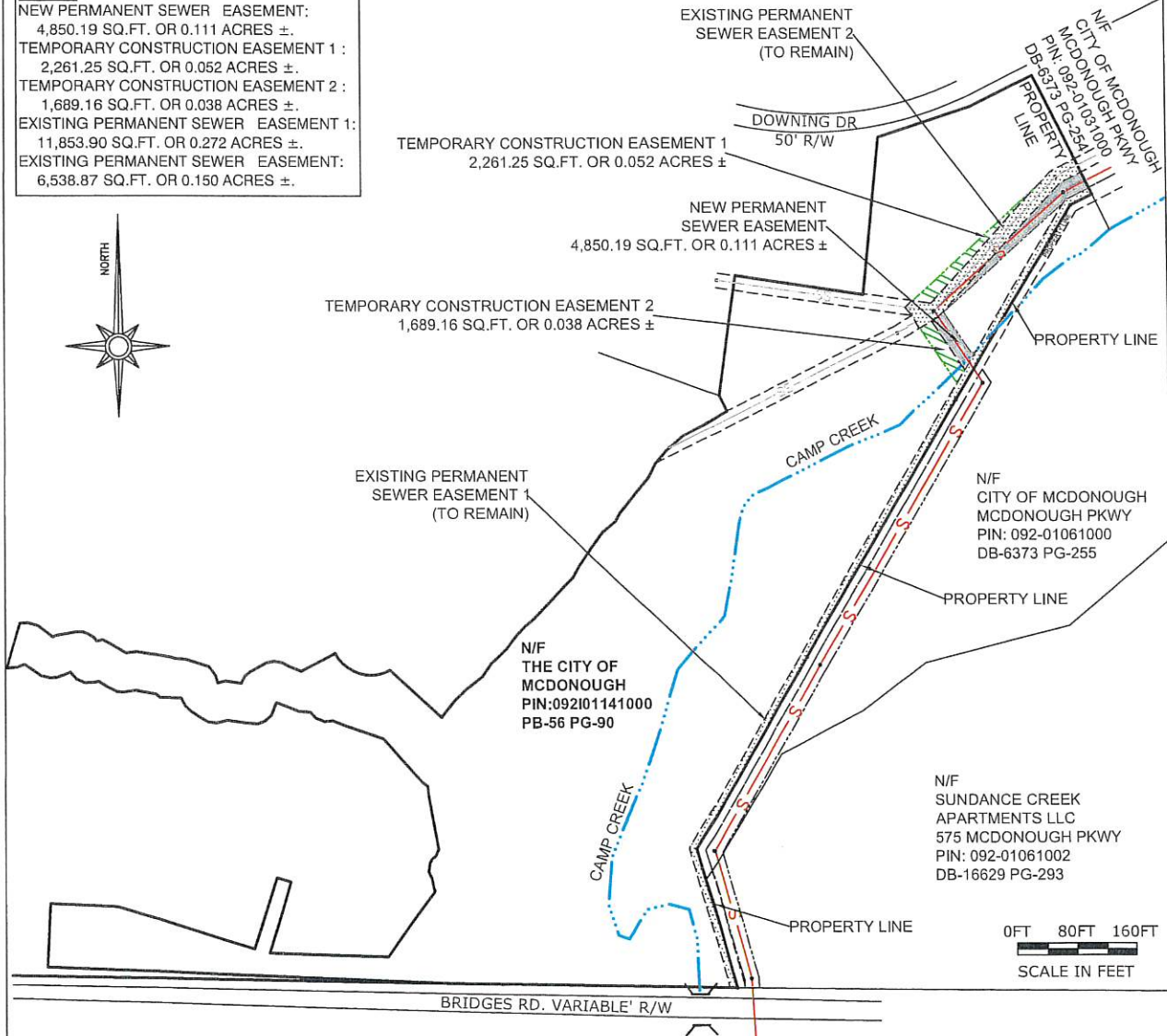
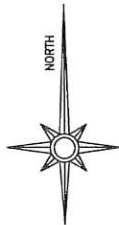
SS — SS — EXISTING SANITARY SEWER
 S — S — NEW SANITARY SEWER
 — — — — — PROPERTY LINE
 S — NEW SANITARY SEWER MH
 — — — — — EXISTING SANITARY SEWER MH

NEW SEWER PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 EXISTING SEWER PERMANENT EASEMENT

CLERK OF THE SUPERIOR COURT
 RECORDING INFORMATION

AREAS:

NEW PERMANENT SEWER EASEMENT:
 4,850.19 SQ.FT. OR 0.111 ACRES ±.
 TEMPORARY CONSTRUCTION EASEMENT 1 :
 2,261.25 SQ.FT. OR 0.052 ACRES ±.
 TEMPORARY CONSTRUCTION EASEMENT 2 :
 1,689.16 SQ.FT. OR 0.038 ACRES ±.
 EXISTING PERMANENT SEWER EASEMENT 1:
 11,853.90 SQ.FT. OR 0.272 ACRES ±.
 EXISTING PERMANENT SEWER EASEMENT:
 6,538.87 SQ.FT. OR 0.150 ACRES ±.



0FT 80FT 160FT
 SCALE IN FEET

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09/10/2024

 INFO@JGLSURVEY.COM 1327 FAIRBRIDGE CIR SW MARIETTA, GA 30008 938-928-1638	DATE OF FIELD WORK:	JAN-04-2024	REVISIONS		
	DATE OF PLAN PREPARATION:	JUL-10-2024	NO.	DESCRIPTION	DATE BY APPR
	JOB NUMBER:	2407-271			
	DRAWN BY:	J.LOPEZ			
	REVISED BY:	J.LOPEZ			
	LAND SURVEYING FIRM:	001337			
	SCALE:	1"=150'-0"			
	LOCATION:	L.L.131-7TH DISTRICT			

SANITARY SEWER EASEMENT PLAT FOR:
 HENRY COUNTY WATER AUTHORITY
 THROUGH THE PROPERTY OF:
CITY OF MCDONOUGH
 PARCEL ID: 092101141000
CAMP CREEK SANITARY SEWER
 LAND LOT 131, 7TH DISTRICT
 HENRY COUNTY, GEORGIA

SHEET NO.

1
 5
 TOTAL

NOTES:

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LEGEND

- SS ——— SS ——— EXISTING SANITARY SEWER
 S ——— S ——— NEW SANITARY SEWER
 ———— ———— PROPERTY LINE
 (S) ——— NEW SANITARY SEWER MH
 (S) ——— EXISTING SANITARY SEWER MH

- NEW SEWER PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 EXISTING SEWER PERMANENT EASEMENT

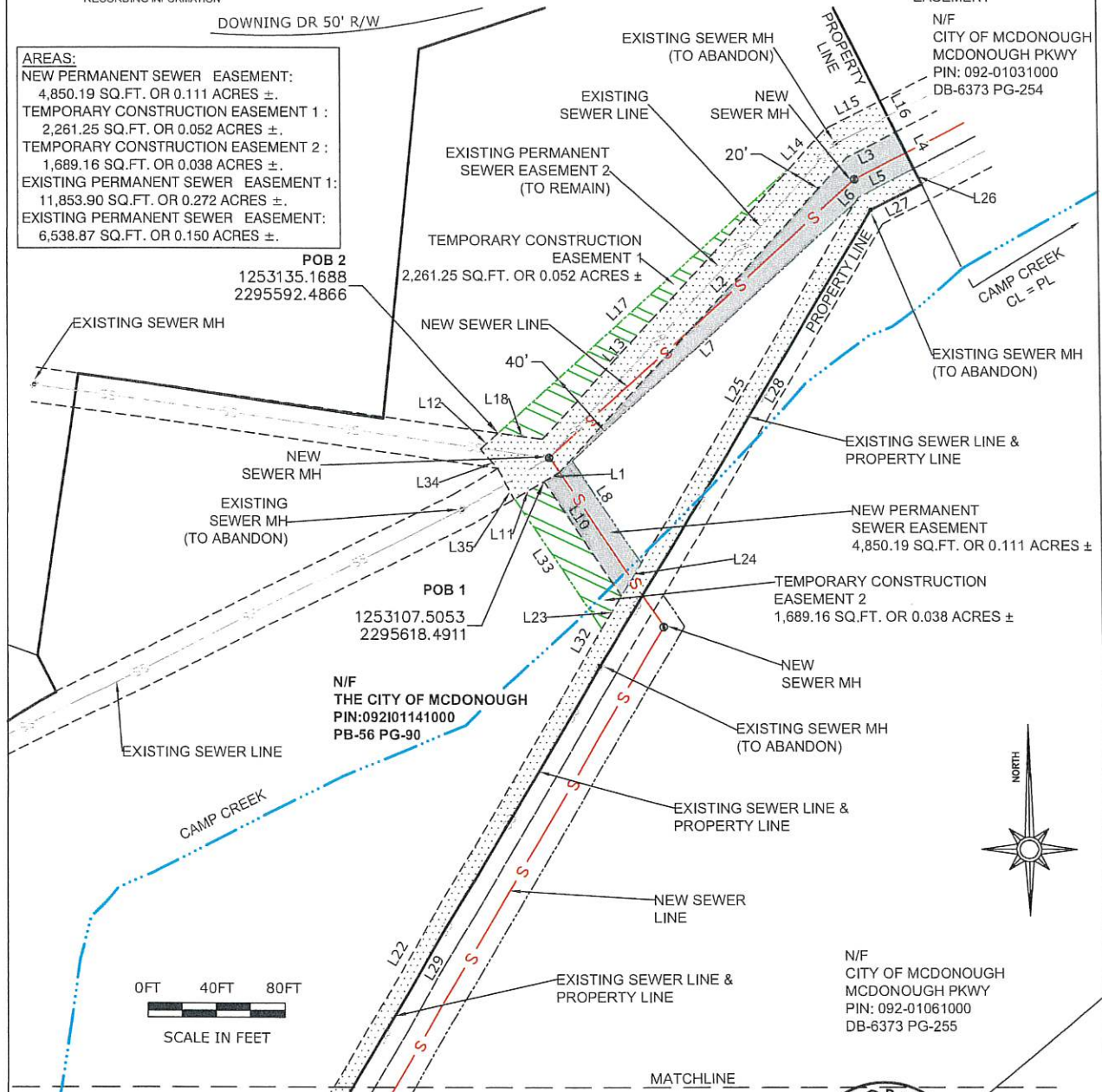
CLERK OF THE SUPERIOR COURT
 RECORDING INFORMATION

DOWNING DR 50' R/W

AREAS:

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 4,850.19 SQ.FT. OR 0.111 ACRES ±.
 TEMPORARY CONSTRUCTION EASEMENT 1:
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POB 2
 1253135.1688
 2295592.4866



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09/10/2024



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JOB NUMBER:	2407-271				
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SANITARY SEWER EASEMENT PLAT FOR:
 HENRY COUNTY WATER AUTHORITY
 THROUGH THE PROPERTY OF:
CITY OF MCDONOUGH
 PARCEL ID: 092101141000
CAMP CREEK SANITARY SEWER
 LAND LOT 131, 7TH DISTRICT
 HENRY COUNTY, GEORGIA

SHEET NO.

2

5

TOTAL

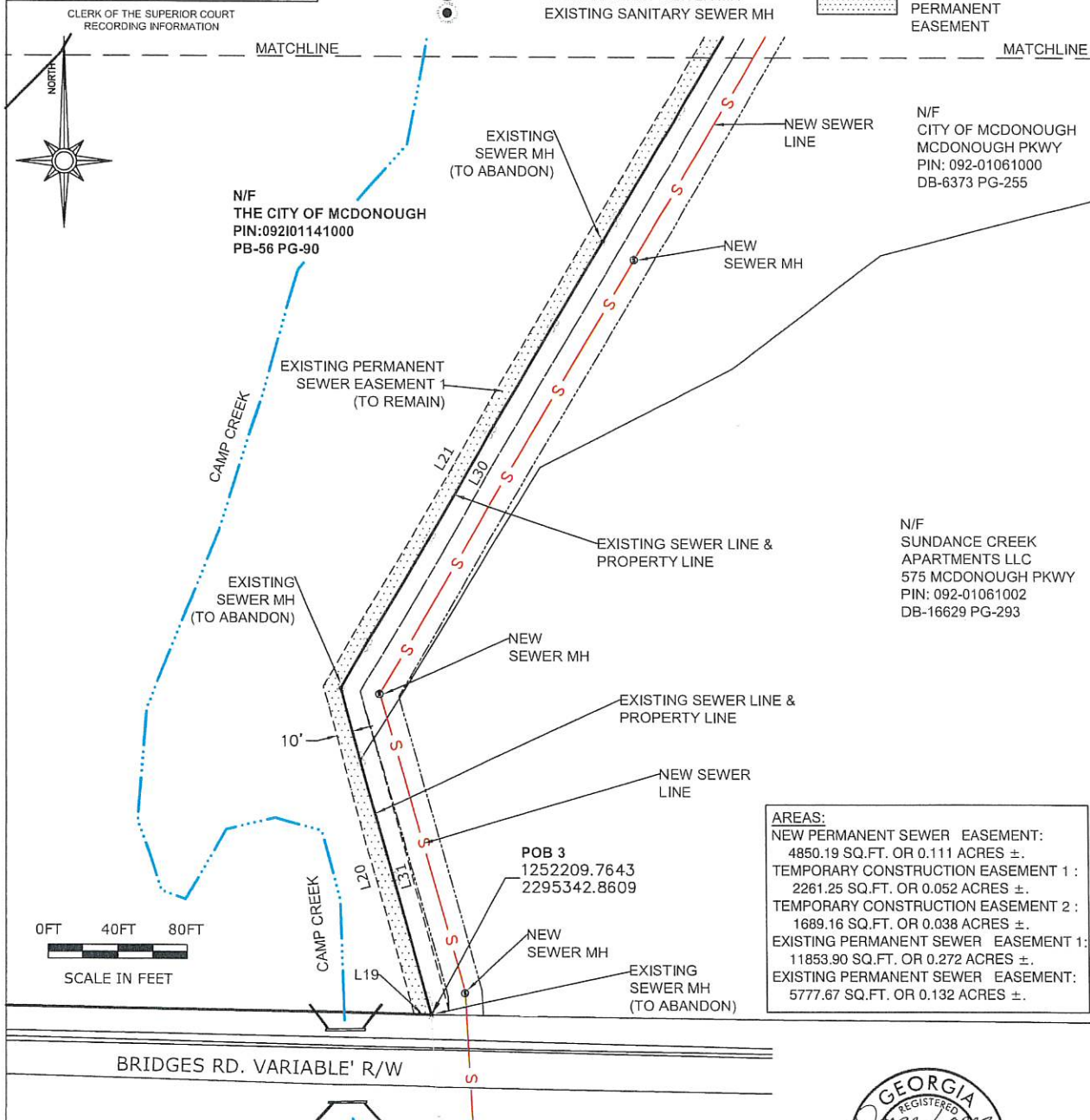
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 ———— ———— PROPERTY LINE
 (S) ——— NEW SANITARY SEWER MH
 (S) ——— EXISTING SANITARY SEWER MH

NEW SEWER PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 EXISTING SEWER PERMANENT EASEMENT



AREAS:
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 HENRY COUNTY WATER AUTHORITY
 THROUGH THE PROPERTY OF:
CITY OF MCDONOUGH
 PARCEL ID: 092101141000
CAMP CREEK SANITARY SEWER
 LAND LOT 131, 7TH DISTRICT
 HENRY COUNTY, GEORGIA

SHEET NO.
 3
 5
 TOTAL

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3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB66 PG90-97, DB6373 PG154-155 - HENRY COUNTY RECORDS.

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION**LEGAL DESCRIPTION:****NEW PERMANENT SEWER EASEMENT**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1253107.5053 AND EASTING 2295618.4911 (POB 1);
THENCE (L1) N59° 10' 13.65"E A DISTANCE OF 10.944 FEET TO A POINT;
THENCE (L2) N42° 44' 20.78"E A DISTANCE OF 245.480 FEET TO A POINT;
THENCE (L3) N62° 51' 08.96"E A DISTANCE OF 31.695 FEET TO A POINT;
THENCE (L4) S26° 05' 37.52"E A DISTANCE OF 23.241 FEET TO A POINT;
THENCE (L5) S63° 03' 43.04"W A DISTANCE OF 36.040 FEET TO A POINT;
THENCE (L6) S31° 06' 43.38"W A DISTANCE OF 3.723 FEET TO A POINT;
THENCE (L7) S47° 58' 38.88"W A DISTANCE OF 221.169 FEET TO A POINT;
THENCE (L8) S33° 48' 08.54"E A DISTANCE OF 70.731 FEET TO A POINT;
THENCE (L24) S31° 06' 43.38"W A DISTANCE OF 22.089 FEET TO A POINT;
THENCE (L10) N33° 48' 08.54"W A DISTANCE OF 79.257 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 1).
HAVING AN AREA OF 4,860.19 SQ.FT. OR 0.111 ACRES ±.

TEMPORARY CONSTRUCTION EASEMENT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1253135.1688 AND EASTING 2295592.4866 (POB 2);
THENCE (L17) N47° 58' 36.88"E A DISTANCE OF 231.161 FEET TO A POINT;
THENCE (L13) S42° 44' 20.78"W A DISTANCE OF 215.680 FEET TO A POINT;
THENCE (L18) N81° 58' 37.50"W A DISTANCE OF 25.510 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 2).
HAVING AN AREA OF 2,261.25 SQ.FT. OR 0.052 ACRES ±.

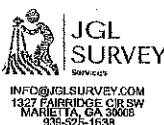
TEMPORARY CONSTRUCTION EASEMENT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1253107.5053 AND EASTING 2295618.4911 (POB 1);
THENCE (L10) S33° 48' 08.54"E A DISTANCE OF 79.257 FEET TO A POINT;
THENCE (L23) S31° 06' 43.38"W A DISTANCE OF 22.089 FEET TO A POINT;
THENCE (L33) N33° 46' 08.54"W A DISTANCE OF 89.660 FEET TO A POINT;
THENCE (L11) N59° 10' 13.65"E A DISTANCE OF 20.026 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 1).
HAVING AN AREA OF 1,689.16 SQ.FT. OR 0.038 ACRES ±.

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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 16-6-67.



09/10/2024



DATE OF FIELD WORK:		REVISIONS			
JAN-04-2024		NO	DESCRIPTION	DATE	BY APPR
DATE OF PLAN PREPARATION: JUL-10-2024					
JOB NUMBER: 2407-271					
DRAWN BY: J.LOPEZ					
REVISED BY: J.LOPEZ					
LAND SURVEYING FIRM: 001337					
SCALE: 1"=60'-0"					
LOCATION: L.L.131-7TH DISTRICT					

SANITARY SEWER EASEMENT PLAT FOR:
HENRY COUNTY WATER AUTHORITY
THROUGH THE PROPERTY OF:
CITY OF MCDONOUGH
PARCEL ID: 092101141000
CAMP CREEK SANITARY SEWER
LAND LOT 131, 7TH DISTRICT
HENRY COUNTY, GEORGIA

SHEET NO.

4

5

TOTAL

NOTES:

1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB56 PG90-97, DB6373 PG154-155 - HENRY COUNTY RECORDS.

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

LEGAL DESCRIPTION:

EXISTING PERMANENT SEWER EASEMENT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1252209.7643 AND EASTING 2295342.8609 (POB 3);
THENCE (L19) N88° 27' 44.52"W A DISTANCE OF 9.923 FEET TO A POINT;
THENCE (L20) N15° 11' 06.86"W A DISTANCE OF 194.713 FEET TO A POINT;
THENCE (L21) N30° 33' 50.27"E A DISTANCE OF 303.288 FEET TO A POINT;
THENCE (L22) N30° 34' 02.85"E A DISTANCE OF 403.389 FEET TO A POINT;
THENCE (L32) N31° 06' 43.38"E A DISTANCE OF 19.019 FEET TO A POINT;
THENCE (L23) N31° 06' 43.38"E A DISTANCE OF 22.089 FEET TO A POINT;
THENCE (L24) N31° 06' 43.38"E A DISTANCE OF 22.089 FEET TO A POINT;
THENCE (L25) N31° 06' 43.38"E A DISTANCE OF 241.719 FEET TO A POINT;
THENCE (L6) N31° 06' 43.38"E A DISTANCE OF 3.723 FEET TO A POINT;
THENCE (L5) N63° 04' 05.36"E A DISTANCE OF 36.040 FEET TO A POINT;
THENCE (L26) S26° 05' 37.52"E A DISTANCE OF 10.116 FEET TO A POINT;
THENCE (L27) S63° 54' 18.48"W A DISTANCE OF 32.700 FEET TO A POINT;
THENCE (L28) S31° 04' 10.06"W A DISTANCE OF 306.184 FEET TO A POINT;
THENCE (L29) S30° 43' 25.03"W A DISTANCE OF 403.331 FEET TO A POINT;
THENCE (L30) S30° 30' 46.51"W A DISTANCE OF 299.080 FEET TO A POINT;
THENCE (L31) S15° 11' 11.82"E A DISTANCE OF 193.891 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 3),
HAVING AN AREA OF 11,853.90 SQ.FT. OR 0.272 ACRES ±.

EXISTING PERMANENT SEWER EASEMENT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1253107.5053 AND EASTING 2295618.4911 (POB 1);
THENCE (L11) S59° 10' 14"W A DISTANCE OF 20.02 FEET TO A POINT;
THENCE (L35) N27° 24' 17"W A DISTANCE OF 20.04 FEET TO A POINT;
THENCE (L34) N42° 28' 23"W A DISTANCE OF 14.58 FEET TO A POINT;
THENCE (L12) N47° 31' 37"E A DISTANCE OF 13.90 FEET TO A POINT;
THENCE (L18) S81° 58' 38"E A DISTANCE OF 25.51 FEET TO A POINT;
THENCE (L13) N42° 44' 21"E A DISTANCE OF 215.68 FEET TO A POINT;
THENCE (L14) N42° 44' 20"E A DISTANCE OF 26.64 FEET TO A POINT;
THENCE (L15) N62° 51' 08"E A DISTANCE OF 35.62 FEET TO A POINT;
THENCE (L16) S26° 03' 08"E A DISTANCE OF 20.00 FEET TO A POINT;
THENCE (L3) S62° 51' 08"W A DISTANCE OF 31.69 FEET TO A POINT;
THENCE (L2) S42° 44' 20"W A DISTANCE OF 245.48 FEET TO A POINT;
THENCE (L1) S59° 10' 13"W A DISTANCE OF 10.94 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 1),
HAVING AN AREA OF 6,538.87 SQ.FT. OR 0.150 ACRES ±.

L1	N59° 10' 13.65"E	10.94'
L2	N42° 44' 20.78"E	245.48'
L3	N62° 51' 08.96"E	31.69'
L4	S26° 05' 37.52"E	23.24'
L5	S63° 03' 43.04"W	36.04'
L6	S31° 06' 43.38"W	3.723'
L7	S47° 56' 36.88"W	221.17'
L8	S33° 46' 08.54"E	70.73'
L9	S31° 06' 43.38"W	22.09'
L10	N33° 46' 08.54"W	79.26'
L11	N59° 10' 13.65"E	20.03'
L12	N47° 31' 37"E	13.90'
L13	S42° 44' 20.78"W	231.16'
L14	N42° 44' 20"E	26.64'
L15	N62° 51' 08"E	35.62'
L16	S26° 03' 08"E	20.00'
L17	N47° 56' 36.88"E	231.16'
L18	N81° 58' 37.50"W	25.51'
L19	N88° 27' 44.52"W	9.923'
L20	N15° 11' 06.86"W	194.71'
L21	N30° 33' 50.27"E	303.29'
L22	N30° 34' 02.85"E	403.39'
L23	S31° 06' 43.38"W	22.089'
L24	S31° 06' 43.38"W	22.089'
L25	N31° 06' 43.38"E	241.72'
L26	S26° 05' 37.52"E	10.12'
L27	S63° 54' 18.48"W	32.70'
L28	S31° 04' 10.06"W	306.18'
L29	S30° 43' 25.03"W	403.33'
L30	S30° 30' 46.51"W	299.08'
L31	S15° 11' 11.82"E	193.89'
L32	N31° 06' 43.38"E	19.019'
L33	N33° 46' 08.54"W	89.66'
L34	N42° 28' 23"W	14.58'
L35	N27° 24' 17"W	20.04'

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.



09/10/2024



DATE OF FIELD WORK:	JAN-04-2024	NO.	DESCRIPTION	DATE	BY	APPR
DATE OF PLAN PREPARATION:	JUL-10-2024					
JOB NUMBER:	2407-271					
DRAWN BY:	J.LOPEZ					
REVISED BY:	J.LOPEZ					
LAND SURVEYING FIRM:	001337					
SCALE:	1"=60'-0"					
LOCATION:	L.L.131-7TH DISTRICT					

SANITARY SEWER EASEMENT PLAT FOR:
HENRY COUNTY WATER AUTHORITY
THROUGH THE PROPERTY OF:
CITY OF MCDONOUGH
PARCEL ID: 082101141000
CAMP CREEK SANITARY SEWER
LAND LOT 131, 7TH DISTRICT
HENRY COUNTY, GEORGIA

SHEET NO.
5
TOTAL
5

Return To:
HENRY COUNTY WATER AUTHORITY
ENGINEERING DEPARTMENT
100 WESTRIDGE INDUSTRIAL BLVD.
MCDONOUGH, GEORGIA 30253
STATE OF GEORGIA
COUNTY OF HENRY

GENERAL SEWER EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged, the undersigned person or persons or entity, including Grantor's administrators, executors, heirs, personal representatives, trustees, and successors in interest (hereinafter called "Grantor"), does hereby give, grant and convey to Henry County Water Authority, Henry County, Georgia and its assigns and successors in interest (hereinafter referred to as "Grantee"), this Easement subject to the terms described below.

I. EASEMENT

This Easement burdens Grantor's real property located in Land Lot(s) 131 of the 7th District(s), Henry County, Georgia, with tax parcel identification number 092-01061000 and described/shown on Exhibit "A" attached hereto and incorporated herein as the "Grantor Property." Grantor Property is subject to the following terms of this Easement.

- (1) Grantor grants to Grantee a permanent and uninterrupted 20 (twenty) foot wide easement, use, liberty, right, and privilege of a right of way in, on, under and through the Easement Area for the purposes of constructing, maintaining, and operating a line or lines of sewer, including all associated infrastructure and appurtenant structures for the function and operation of said lines ("Sewer System") in that portion of the Grantor Property as described/shown on Exhibit "B" the "Easement Area." The Sewer System is the exclusive property of the Grantee.
- (2) Grantor grants to Grantee the right to inspect, repair, keep up, replace, maintain, and operate the Sewer System in and through the Easement Area.
- (3) Grantor grants to Grantee the right to extend or expand the Sewer System by installing additional line or lines of sewer pipe and associated or appurtenant structures thereto, from time to time, in, on, under and through the Easement Area.
- (4) Grantor grants to Grantee the right of ingress and egress over and across the Easement Area and the portion of Grantor Property to the extent reasonably necessary to access the Easement Area to construct, install, inspect, repair, keep up, replace, maintain, and operate the Sewer System within the Easement Area.
- (5) Grantor covenants that Grantor shall not build, construct, create, or install any structures whatsoever, plant trees or shrubs, drill, dig, grade, or fill in said permanent easement nor permit others to do such prohibited activities in the Easement Area. Grantor agrees that Grantee may take such reasonable remedial measures as Grantee deems appropriate to correct such prohibited activities within the Easement Area; and Grantor may be required to reimburse Grantee for the reasonable costs of such remedial measures. Exceptions to this prohibition may be requested by Grantor and granted by Grantee, in Grantee's sole discretion, and only in writing signed by both Grantee and Grantor describing the area and scope of the granted exception.
- (6) For construction of the Sewer System, Grantor grants to Grantee an additional temporary construction easement of ten (10) feet on both sides of the Easement Area or such area as described/depicted in Exhibit "B."
- (7) This Easement, and all terms hereunder, creates a covenant running with the land.

II. EXPENSE OF THE GRANTEE

All work shall be done at the expense of the Grantee and with as little inconvenience to the Grantor or Grantor's tenants as is consistent with reasonable progress. The Impacted real property shall be left in reasonably clean and good condition upon completion of any work authorized herein. After completion of the construction, the Grantee shall plant the Impacted real property and Easement Area with grass seed. Promptly following completion of the construction, inspection, maintenance, repair and/or replacement of the Sewer System, Grantee shall, at its sole cost and expense, restore to a reasonable condition the driveways, parking areas, sidewalks, curbs, landscaping, and other surface improvements located on Grantor's real property disturbed by Grantee's activity associated with this Easement and the Sewer System.

III. WARRANTIES & WAIVERS

With reference to the Easement, the Grantor hereby makes to Grantee the following representations, warranties, and waivers.

- (1) Grantor hereby warrants and covenants that it has the exclusive legal ownership of Grantor Property burdened by this Easement and has the exclusive right to convey this Easement to Grantee. Grantor shall forever defend the right, title, and

interest to this Easement and the rights conveyed to Grantee to this Easement against the claims of all persons or entities made against this Easement.

- (2) Grantor warrants that this Easement in its entirety shall be binding upon the Grantor and inures to the benefit of Grantee.
- (3) Grantor warrants that Grantee shall have the right to freely transfer this Easement, inclusive of the Sewer System, without any further consideration, action, or consent of Grantor.
- (4) Except to the extent Grantee's activities violate this Easement, Grantor waives for itself and its heirs, successors in interest, tenants, and assigns, all right to any further compensation or claim for damages or injury whatsoever arising from this Easement or the operation of the Sewer System.
- (5) The representations, warranties and waivers contained herein shall be forever binding on Grantor and shall survive any transfer of this Easement.

IN WITNESS WHEREOF, the undersigned has set his/her/their/its hand(s) and seal(s) this _____
day of _____, 20____.

_____(L.S.)
Signature

_____(L.S.)
Signature

GRANTOR
Title: _____

Henry County Water Authority
GRANTEE
Title: _____

Signed, sealed and delivered
In the presence of:

Signed, sealed and delivered
In the presence of:

_____(L.S.)
Unofficial Witness

_____(L.S.)
Unofficial Witness

_____(L.S.)
Notary Public
My Commission Expires:

_____(L.S.)
Notary Public
My Commission Expires:

EXHIBIT "A" GRANTOR PROPERTY

EXHIBIT "B" EASEMENT AREA

Return To:
HENRY COUNTY WATER AUTHORITY
ENGINEERING DEPARTMENT
100 WESTRIDGE INDUSTRIAL BLVD.
MCDONOUGH, GEORGIA 30253
STATE OF GEORGIA
COUNTY OF HENRY

GENERAL SEWER EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged, the undersigned person or persons or entity, including Grantor's administrators, executors, heirs, personal representatives, trustees, and successors in interest (hereinafter called "Grantor"), does hereby give, grant and convey to Henry County Water Authority, Henry County, Georgia and its assigns and successors in interest (hereinafter referred to as "Grantee"), this Easement subject to the terms described below.

I. EASEMENT

This Easement burdens Grantor's real property located in Land Lot(s) 131 of the 7th District(s), Henry County, Georgia, with tax parcel identification number 092101141000 and described/shown on Exhibit "A" attached hereto and incorporated herein as the "Grantor Property." Grantor Property is subject to the following terms of this Easement.

- (1) Grantor grants to Grantee a permanent and uninterrupted 20 (twenty) foot wide easement, use, liberty, right, and privilege of a right of way in, on, under and through the Easement Area for the purposes of constructing, maintaining, and operating a line or lines of sewer, including all associated infrastructure and appurtenant structures for the function and operation of said lines ("Sewer System") in that portion of the Grantor Property as described/shown on Exhibit "B" the "Easement Area." The Sewer System is the exclusive property of the Grantee.
- (2) Grantor grants to Grantee the right to inspect, repair, keep up, replace, maintain, and operate the Sewer System in and through the Easement Area.
- (3) Grantor grants to Grantee the right to extend or expand the Sewer System by installing additional line or lines of sewer pipe and associated or appurtenant structures thereto, from time to time, in, on, under and through the Easement Area.
- (4) Grantor grants to Grantee the right of ingress and egress over and across the Easement Area and the portion of Grantor Property to the extent reasonably necessary to access the Easement Area to construct, install, inspect, repair, keep up, replace, maintain, and operate the Sewer System within the Easement Area.
- (5) Grantor covenants that Grantor shall not build, construct, create, or install any structures whatsoever, plant trees or shrubs, drill, dig, grade, or fill in said permanent easement nor permit others to do such prohibited activities in the Easement Area. Grantor agrees that Grantee may take such reasonable remedial measures as Grantee deems appropriate to correct such prohibited activities within the Easement Area; and Grantor may be required to reimburse Grantee for the reasonable costs of such remedial measures. Exceptions to this prohibition may be requested by Grantor and granted by Grantee, in Grantee's sole discretion, and only in writing signed by both Grantee and Grantor describing the area and scope of the granted exception.
- (6) For construction of the Sewer System, Grantor grants to Grantee an additional temporary construction easement of ten (10) feet on both sides of the Easement Area or such area as described/depicted in Exhibit "B."
- (7) This Easement, and all terms hereunder, creates a covenant running with the land.

II. EXPENSE OF THE GRANTEE

All work shall be done at the expense of the Grantee and with as little inconvenience to the Grantor or Grantor's tenants as is consistent with reasonable progress. The Impacted real property shall be left in reasonably clean and good condition upon completion of any work authorized herein. After completion of the construction, the Grantee shall plant the impacted real property and Easement Area with grass seed. Promptly following completion of the construction, inspection, maintenance, repair and/or replacement of the Sewer System, Grantee shall, at its sole cost and expense, restore to a reasonable condition the driveways, parking areas, sidewalks, curbs, landscaping, and other surface improvements located on Grantor's real property disturbed by Grantee's activity associated with this Easement and the Sewer System.

III. WARRANTIES & WAIVERS

With reference to the Easement, the Grantor hereby makes to Grantee the following representations, warranties, and waivers.

- (1) Grantor hereby warrants and covenants that it has the exclusive legal ownership of Grantor Property burdened by this Easement and has the exclusive right to convey this Easement to Grantee. Grantor shall forever defend the right, title, and

interest to this Easement and the rights conveyed to Grantee to this Easement against the claims of all persons or entities made against this Easement.

- (2) Grantor warrants that this Easement in its entirety shall be binding upon the Grantor and inures to the benefit of Grantee.
- (3) Grantor warrants that Grantee shall have the right to freely transfer this Easement, inclusive of the Sewer System, without any further consideration, action, or consent of Grantor.
- (4) Except to the extent Grantee's activities violate this Easement, Grantor waives for itself and its heirs, successors in interest, tenants, and assigns, all right to any further compensation or claim for damages or injury whatsoever arising from this Easement or the operation of the Sewer System.
- (5) The representations, warranties and waivers contained herein shall be forever binding on Grantor and shall survive any transfer of this Easement.

IN WITNESS WHEREOF, the undersigned has set his/her/their/its hand(s) and seal(s) this _____
day of _____, 20____.

_____(L.S.)
Signature

GRANTOR
Title: _____

Signed, sealed and delivered
In the presence of:

_____(L.S.)
Unofficial Witness

_____(L.S.)
Notary Public
My Commission Expires:

_____(L.S.)
Signature

Henry County Water Authority
GRANTEE
Title: _____

Signed, sealed and delivered
In the presence of:

_____(L.S.)
Unofficial Witness

_____(L.S.)
Notary Public
My Commission Expires:

EXHIBIT "A" GRANTOR PROPERTY

EXHIBIT "B" EASEMENT AREA

NOTES:

1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB56 PG90-97, DB6373 PG154-155 - HENRY COUNTY RECORDS.

LEGEND

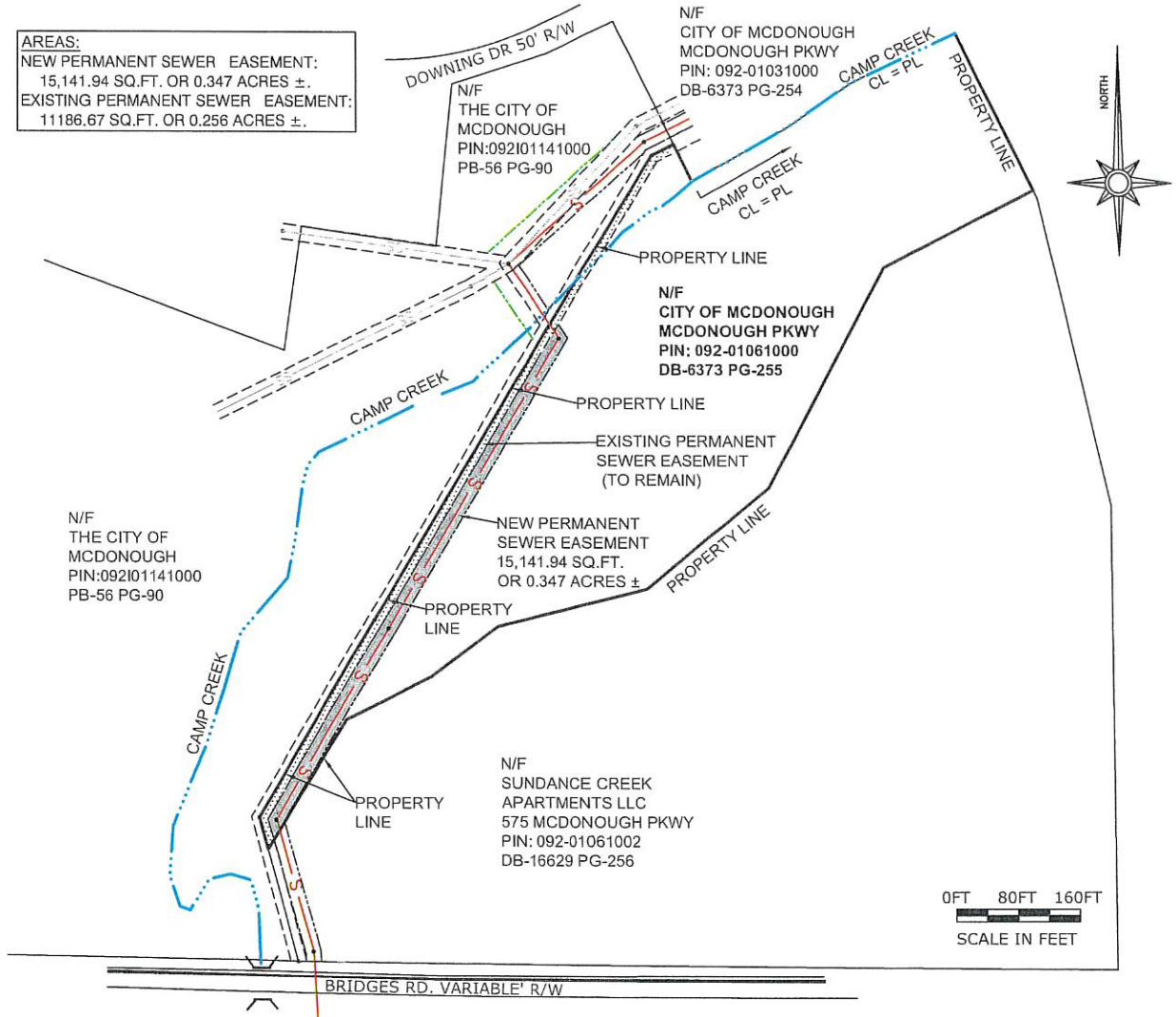
SS ——— SS ——— EXISTING SANITARY SEWER
 S ——— S ——— NEW SANITARY SEWER
 ———— ———— PROPERTY LINE
 (S) ——— NEW SANITARY SEWER MH
 (S) ——— EXISTING SANITARY SEWER MH

NEW SEWER PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 EXISTING SEWER PERMANENT EASEMENT

CLERK OF THE SUPERIOR COURT
 RECORDING INFORMATION

AREAS:

NEW PERMANENT SEWER EASEMENT:
 15,141.94 SQ.FT. OR 0.347 ACRES ±.
 EXISTING PERMANENT SEWER EASEMENT:
 11186.67 SQ.FT. OR 0.256 ACRES ±.



09/10/2024

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

 INFO@JGLSURVEY.COM 1327 FAIRBRIDGE CIR SW MARIETTA, GA 30068 932-528-1538	DATE OF FIELD WORK:	JAN-04-2024	REVISIONS			
	DATE OF PLAN PREPARATION:	JUL-10-2024	NO.	DESCRIPTION	DATE	BY/APPR
	JOB NUMBER:	2407-271				
	DRAWN BY:	J. LOPEZ				
	REVISED BY:	J. LOPEZ				
	LAND SURVEYING FIRM:	001337				
	SCALE:	1"=150'-0"				
	LOCATION:	L.L.131-7TH DISTRICT				
SANITARY SEWER EASEMENT PLAT FOR: HENRY COUNTY WATER AUTHORITY THROUGH THE PROPERTY OF: CITY OF MCDONOUGH PARCEL ID: 092-01061000 CAMP CREEK SANITARY SEWER LAND LOT 131, 7TH DISTRICT HENRY COUNTY, GEORGIA			SHEET NO.		TOTAL	
			1		4	

1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB56 PG90-97, DB6373 PG154-155 - HENRY COUNTY RECORDS.

 SS ——— SS ——— EXISTING SANITARY SEWER
 S ——— S ——— NEW SANITARY SEWER
 ———— ———— PROPERTY LINE
 (S) NEW SANITARY SEWER MH
 (S) EXISTING SANITARY SEWER MH

	NEW SEWER PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	EXISTING SEWER PERMANENT EASEMENT

This engineering plan view illustrates a sewer line project. The diagram shows a main sewer line running diagonally from the bottom left towards the top right. Key features include:

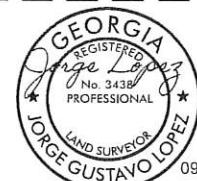
- Property Lines:** Dashed lines delineate property boundaries, with labels L13, L14, L15, L16, L17, and L18.
- Sewer Infrastructure:**
 - EXISTING SEWER LINE:** Shown as a dashed line.
 - NEW SEWER LINE:** Shown as a solid line with red 'S' markers.
 - EXISTING SEWER MH (TO ABANDON):** Marked with a circle and 'X'.
 - NEW SEWER MH:** Marked with a circle.
 - EXISTING PERMANENT SEWER EASEMENT (TO REMAIN):** A shaded area along the sewer line.
 - NEW PERMANENT SEWER EASEMENT:** A shaded area, labeled with dimensions 15,141.94 SQ.FT. OR 0.347 ACRES ±.
- Other Features:**
 - CAMP CREEK:** A blue line representing the creek, with 'CL = PL' (Center Line = Property Line) noted.
 - 10':** A dimension indicating a specific width or offset.
 - MATCHLINE:** Indicated at the bottom of the plan.
- Area Calculations:**
 - NEW PERMANENT SEWER EASEMENT:** 15,141.94 SQ.FT. OR 0.347 ACRES ±.
 - EXISTING PERMANENT SEWER EASEMENT:** 11186.67 SQ.FT. OR 0.256 ACRES ±.
- North Arrow:** Located in the upper right corner.
- Scale:** A graphic scale bar at the bottom right shows 0FT, 40FT, and 80FT.
- Property Owners/Addresses:**
 - N/F THE CITY OF MCDONOUGH, PIN:092101141000, PB-56 PG-90 (multiple locations).
 - N/F CITY OF MCDONOUGH, MCDONOUGH PKWY, PIN: 092-01061000, DB-6373 PG-255.
 - N/F SUNDANCE CREEK APARTMENTS LLC, 575 MCDONOUGH PKWY, PIN: 092-01061002, DB-16629 PG-256.

AREAS:
NEW PERMANENT SEWER EASEMENT:
 15,141.94 SQ.FT. OR 0.347 ACRES ±.
EXISTING PERMANENT SEWER EASEMENT:
 11186.67 SQ.FT. OR 0.256 ACRES ±.

N/F
CITY OF MCDONOUGH
MCDONOUGH PKWY
PIN: 092-01061000
DB-6373 PG-255

N/F
SUNDANCE CREEK APARTMENTS
LLC
575 MCDONOUGH PKWY
PIN: 092-01061002
DB-16629 PG-256

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.



09/10/2024



DATE OF FIELD WORK: JAN-04-2024		REVISIONS				
DATE OF PLAN PREPARATION: JUL-10-2024		NO.	DESCRIPTION	DATE	BY	APPR
JOB NUMBER: 2407-071						
DRAWN BY: J.LOPEZ						
REVISED BY: J.LOPEZ						
LAND SURVEYING FIRM: 001337						
SCALE: 1"=60'-0"						
LOCATION: LL 131-7TH DISTRICT						

**SANITARY SEWER EASEMENT PLAT FOR:
HENRY COUNTY WATER AUTHORITY
THROUGH THE PROPERTY OF:
CITY OF MCDONOUGH
PARCEL ID: 092-01061000
CAMP CREEK SANITARY SEWER
LAND LOT 131, 7TH DISTRICT
HENRY COUNTY, GEORGIA**

SHEET NO.
2
4
TOTAL

NOTES:

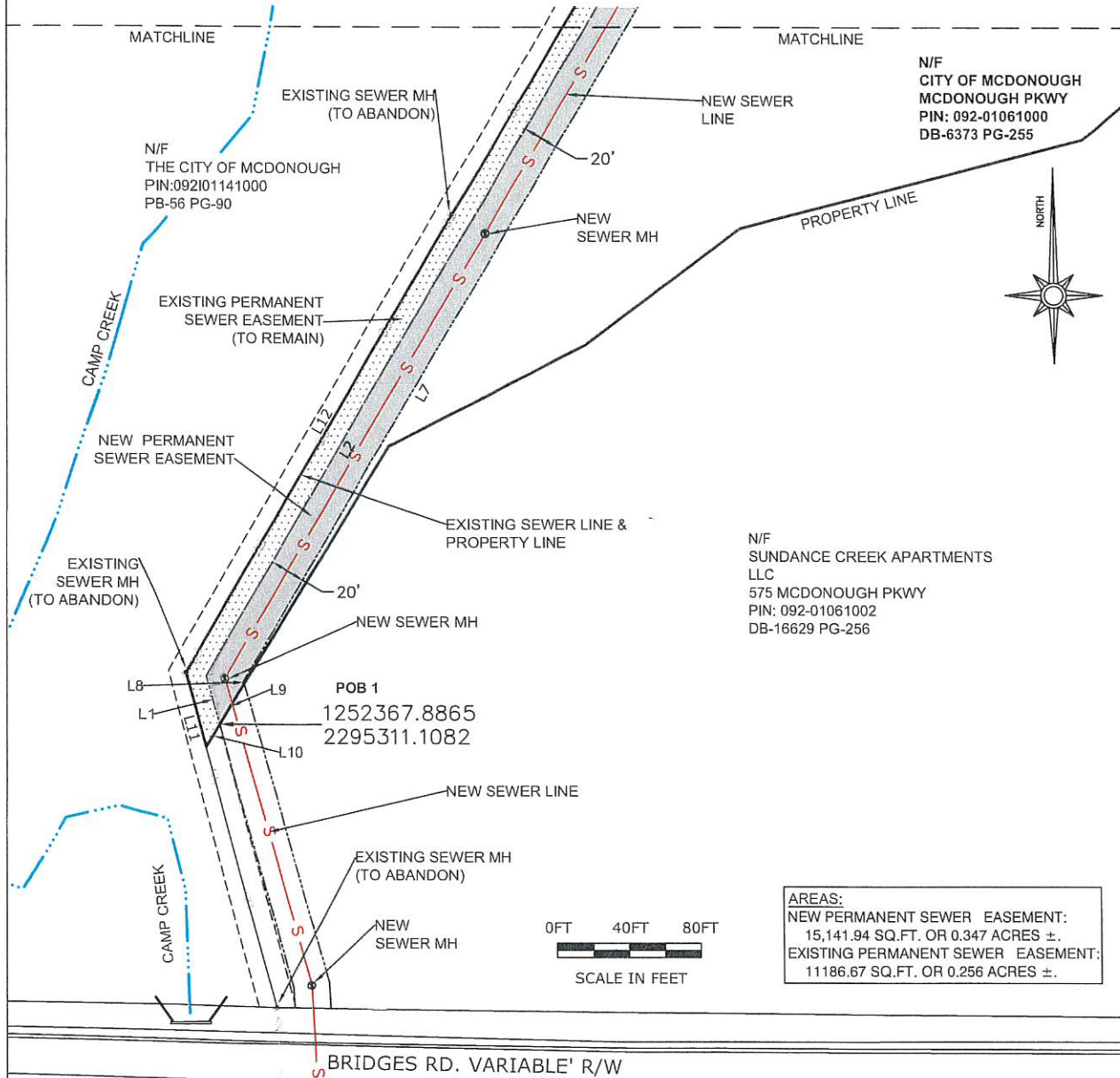
1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB56 PG90-97, DB6373 PG154-155 - HENRY COUNTY RECORDS.

LEGEND

- SS ——— SS ——— EXISTING SANITARY SEWER
 S ——— S ——— NEW SANITARY SEWER
 ———— ———— PROPERTY LINE
 (S) ——— NEW SANITARY SEWER MH
 (S) ——— EXISTING SANITARY SEWER MH

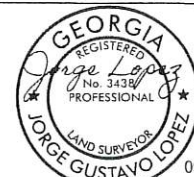
- NEW SEWER PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 EXISTING SEWER PERMANENT EASEMENT

CLERK OF THE SUPERIOR COURT
 RECORDING INFORMATION



AREAS:
 NEW PERMANENT SEWER EASEMENT:
 15,141.94 SQ.FT. OR 0.347 ACRES ±.
 EXISTING PERMANENT SEWER EASEMENT:
 11186.67 SQ.FT. OR 0.256 ACRES ±.

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09/10/2024



DATE OF FIELD WORK:	JAN-04-2024	REVISIONS	NO	DESCRIPTION	DATE	BY	APPR
DATE OF PLAN PREPARATION:	JUL-10-2024						
JOB NUMBER:	2407-271						
DRAWN BY:	J. LOPEZ						
REVISED BY:	J. LOPEZ						
LAND SURVEYING FIRM:	001337						
SCALE:	1"=60'-0"						
LOCATION:	L.L.131-7TH DISTRICT						

SANITARY SEWER EASEMENT PLAT FOR:
 HENRY COUNTY WATER AUTHORITY
 THROUGH THE PROPERTY OF:
CITY OF MCDONOUGH
 PARCEL ID: 092-01061000
CAMP CREEK SANITARY SEWER
 LAND LOT 131, 7TH DISTRICT
 HENRY COUNTY, GEORGIA

SHEET NO.
 3
 4
 TOTAL

NOTES:

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3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 77,214 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,120 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB56 PG90-97, DB6373 PG154-155 - HENRY COUNTY RECORDS.

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

LEGAL DESCRIPTION:

NEW PERMANENT SEWER EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WITH NORTHING 1252367.8865 AND EASTING 2295311.1082 (POB 1);

THENCE (L1) N15° 45' 00.67"W A DISTANCE OF 28.213 FEET TO A POINT;

THENCE (L2) N30° 33' 50.27"E A DISTANCE OF 294.849 FEET TO A POINT;

THENCE (L3) N30° 34' 02.85"E A DISTANCE OF 403.294 FEET TO A POINT;

THENCE (L4) N31° 06' 43.38"E A DISTANCE OF 53.725 FEET TO A POINT;

THENCE (L5) S33° 46' 08.54"E A DISTANCE OF 21.622 FEET TO A POINT;

THENCE (L6) S30° 34' 02.93"W A DISTANCE OF 447.435 FEET TO A POINT;

THENCE (L7) S30° 33' 50.17"W A DISTANCE OF 286.627 FEET TO A POINT;

THENCE (L8) S15° 46' 40.57"E A DISTANCE OF 1.314 FEET TO A POINT;

THENCE (L9) S31° 43' 35.48"W A DISTANCE OF 27.024 FEET TO A POINT;

SAID POINT BEING THE POINT OF BEGINNING (POB 1).

HAVING AN AREA OF 15,141.94 SQ.FT. OR 0.347 ACRES ±.

EXISTING PERMANENT SEWER EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WITH NORTHING 1252367.8865 AND EASTING 2295311.1082 (POB 1);

THENCE (L10) S31° 42' 30.30"W A DISTANCE OF 14.772 FEET TO A POINT;

THENCE (L11) N15° 10' 42.85"W A DISTANCE OF 43.054 FEET TO A POINT;

THENCE (L12) N30° 30' 46.48"E A DISTANCE OF 299.068 FEET TO A POINT;

THENCE (L13) N30° 43' 25.03"E A DISTANCE OF 403.328 FEET TO A POINT;

THENCE (L14) N31° 04' 10.00"E A DISTANCE OF 306.199 FEET TO A POINT;

THENCE (L15) N64° 00' 21.48"E A DISTANCE OF 32.700 FEET TO A POINT;

THENCE (L16) S25° 59' 34.53"E A DISTANCE OF 9.825 FEET TO A POINT;

THENCE (L17) S63° 03' 43.04"W A DISTANCE OF 30.003 FEET TO A POINT;

THENCE (L18) S31° 06' 43.38"W A DISTANCE OF 249.094 FEET TO A POINT;

THENCE (L4) S31° 06' 43.38"W A DISTANCE OF 53.725 FEET TO A POINT;

THENCE (L3) S30° 34' 02.85"W A DISTANCE OF 403.294 FEET TO A POINT;

THENCE (L2) S30° 33' 50.16"W A DISTANCE OF 294.849 FEET TO A POINT;

THENCE (L1) S15° 45' 00.67"E A DISTANCE OF 28.213 FEET TO A POINT;

SAID POINT BEING THE POINT OF BEGINNING (POB 1).

HAVING AN AREA OF 11186.67 SQ.FT. OR 0.256 ACRES ±.

L1	N15° 45' 00.67"W	28.213'
L2	N30° 33' 50.27"E	294.849'
L3	N30° 34' 02.85"E	403.294'
L4	N31° 06' 43.38"E	53.725'
L5	S33° 46' 08.54"E	21.622'
L6	S30° 34' 02.93"W	447.435'
L7	S30° 33' 50.17"W	286.627'
L8	S15° 46' 40.57"E	1.314'
L9	S31° 43' 35.48"W	27.024'
L10	S31° 42' 30.30"W	14.772'
L11	N15° 10' 42.85"W	43.054'
L12	N30° 30' 46.48"E	299.068'
L13	N30° 43' 25.03"E	403.328'
L14	N31° 04' 10.00"E	306.199'
L15	N64° 00' 21.48"E	32.7'
L16	S25° 59' 34.53"E	9.825'
L17	S63° 03' 43.04"W	30.003'
L18	S31° 06' 43.38"W	249.094'

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.



09/10/2024

 JGL SURVEY INFO@JGLSURVEY.COM 1327 FAIRBRIDGE CIR SW WARRENTON, OR 97146 503-825-1538	DATE OF FIELD WORK:	JAN-04-2024	REVISIONS				
	DATE OF PLAN PREPARATION:	JUL-10-2024	NO.	DESCRIPTION	DATE	BY	APPR
	JOB NUMBER:	2407-271					
	DRAWN BY:	J. LOPEZ					
	REVISED BY:	J. LOPEZ					
	LAND SURVEYING FIRM:	001337					
	SCALE:	1"=60'-0"					
	LOCATION:	L.L.131-7TH DISTRICT					

SANITARY SEWER EASEMENT PLAT FOR: HENRY COUNTY WATER AUTHORITY THROUGH THE PROPERTY OF: CITY OF MCDONOUGH PARCEL ID: 092-01061000 CAMP CREEK SANITARY SEWER LAND LOT 131, 7TH DISTRICT HENRY COUNTY, GEORGIA		SHEET NO. 4 TOTAL
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Return To:
HENRY COUNTY WATER AUTHORITY
ENGINEERING DEPARTMENT
100 WESTRIDGE INDUSTRIAL BLVD.
MCDONOUGH, GEORGIA 30253
STATE OF GEORGIA
COUNTY OF HENRY

GENERAL SEWER EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged, the undersigned person or persons or entity, including Grantor's administrators, executors, heirs, personal representatives, trustees, and successors in interest (hereinafter called "Grantor"), does hereby give, grant and convey to Henry County Water Authority, Henry County, Georgia and its assigns and successors in interest (hereinafter referred to as "Grantee"), this Easement subject to the terms described below.

I. EASEMENT

This Easement burdens Grantor's real property located in Land Lot(s) 100 of the 7th District(s), Henry County, Georgia, with tax parcel identification number 091-01008000 and described/shown on Exhibit "A" attached hereto and incorporated herein as the "Grantor Property." Grantor Property is subject to the following terms of this Easement.

- (1) Grantor grants to Grantee a permanent and uninterrupted 20 (twenty) foot wide easement, use, liberty, right, and privilege of a right of way in, on, under and through the Easement Area for the purposes of constructing, maintaining, and operating a line or lines of sewer, including all associated infrastructure and appurtenant structures for the function and operation of said lines ("Sewer System") in that portion of the Grantor Property as described/shown on Exhibit "B" the "Easement Area." The Sewer System is the exclusive property of the Grantee.
- (2) Grantor grants to Grantee the right to inspect, repair, keep up, replace, maintain, and operate the Sewer System in and through the Easement Area.
- (3) Grantor grants to Grantee in the right to extend or expand the Sewer System by installing additional line or lines of sewer pipe and associated or appurtenant structures thereto, from time to time, in, on, under and through the Easement Area.
- (4) Grantor grants to Grantee the right of ingress and egress over and across the Easement Area and the portion of Grantor Property to the extent reasonably necessary to access the Easement Area to construct, install, inspect, repair, keep up, replace, maintain, and operate the Sewer System within the Easement Area.
- (5) Grantor covenants that Grantor shall not build, construct, create, or install any structures whatsoever, plant trees or shrubs, drill, dig, grade, or fill in said permanent easement nor permit others to do such prohibited activities in the Easement Area. Grantor agrees that Grantee may take such reasonable remedial measures as Grantee deems appropriate to correct such prohibited activities within the Easement Area; and Grantor may be required to reimburse Grantee for the reasonable costs of such remedial measures. Exceptions to this prohibition may be requested by Grantor and granted by Grantee, in Grantee's sole discretion, and only in writing signed by both Grantee and Grantor describing the area and scope of the granted exception.
- (6) For construction of the Sewer System, Grantor grants to Grantee an additional temporary construction easement of ten (10) feet on both sides of the Easement Area or such area as described/depicted in Exhibit "B."
- (7) This Easement, and all terms hereunder, creates a covenant running with the land.

II. EXPENSE OF THE GRANTEE

All work shall be done at the expense of the Grantee and with as little inconvenience to the Grantor or Grantor's tenants as is consistent with reasonable progress. The impacted real property shall be left in reasonably clean and good condition upon completion of any work authorized herein. After completion of the construction, the Grantee shall plant the impacted real property and Easement Area with grass seed. Promptly following completion of the construction, inspection, maintenance, repair and/or replacement of the Sewer System, Grantee shall, at its sole cost and expense, restore to a reasonable condition the driveways, parking areas, sidewalks, curbs, landscaping, and other surface improvements located on Grantor's real property disturbed by Grantee's activity associated with this Easement and the Sewer System.

III. WARRANTIES & WAIVERS

With reference to the Easement, the Grantor hereby makes to Grantee the following representations, warranties, and waivers.

- (1) Grantor hereby warrants and covenants that it has the exclusive legal ownership of Grantor Property burdened by this Easement and has the exclusive right to convey this Easement to Grantee. Grantor shall forever defend the right, title, and

interest to this Easement and the rights conveyed to Grantee to this Easement against the claims of all persons or entities made against this Easement.

- (2) Grantor warrants that this Easement in its entirety shall be binding upon the Grantor and inures to the benefit of Grantee.
- (3) Grantor warrants that Grantee shall have the right to freely transfer this Easement, inclusive of the Sewer System, without any further consideration, action, or consent of Grantor.
- (4) Except to the extent Grantee's activities violate this Easement, Grantor waives for itself and its heirs, successors in interest, tenants, and assigns, all right to any further compensation or claim for damages or injury whatsoever arising from this Easement or the operation of the Sewer System.
- (5) The representations, warranties and waivers contained herein shall be forever binding on Grantor and shall survive any transfer of this Easement.

IN WITNESS WHEREOF, the undersigned has set his/her/their/its hand(s) and seal(s) this _____
day of _____, 20_____

_____(L.S.)
Signature

_____(L.S.)
Signature

GRANTOR

Henry County Water Authority
GRANTEE

Title: _____

Title: _____

Signed, sealed and delivered
In the presence of:

Signed, sealed and delivered
In the presence of:

_____(L.S.)
Unofficial Witness

_____(L.S.)
Unofficial Witness

_____(L.S.)
Notary Public
My Commission Expires:

_____(L.S.)
Notary Public
My Commission Expires:

EXHIBIT "A" GRANTOR PROPERTY

EXHIBIT "B" EASEMENT AREA

NOTES:

1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 94,802 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 82,412 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB39 PG101, PB39 PG99, PB32 PG132, PB25 PG262, PB5 PG216, DB10556 PG 27, DB13635 PG121- HENRY COUNTY RECORDS.

LEGEND

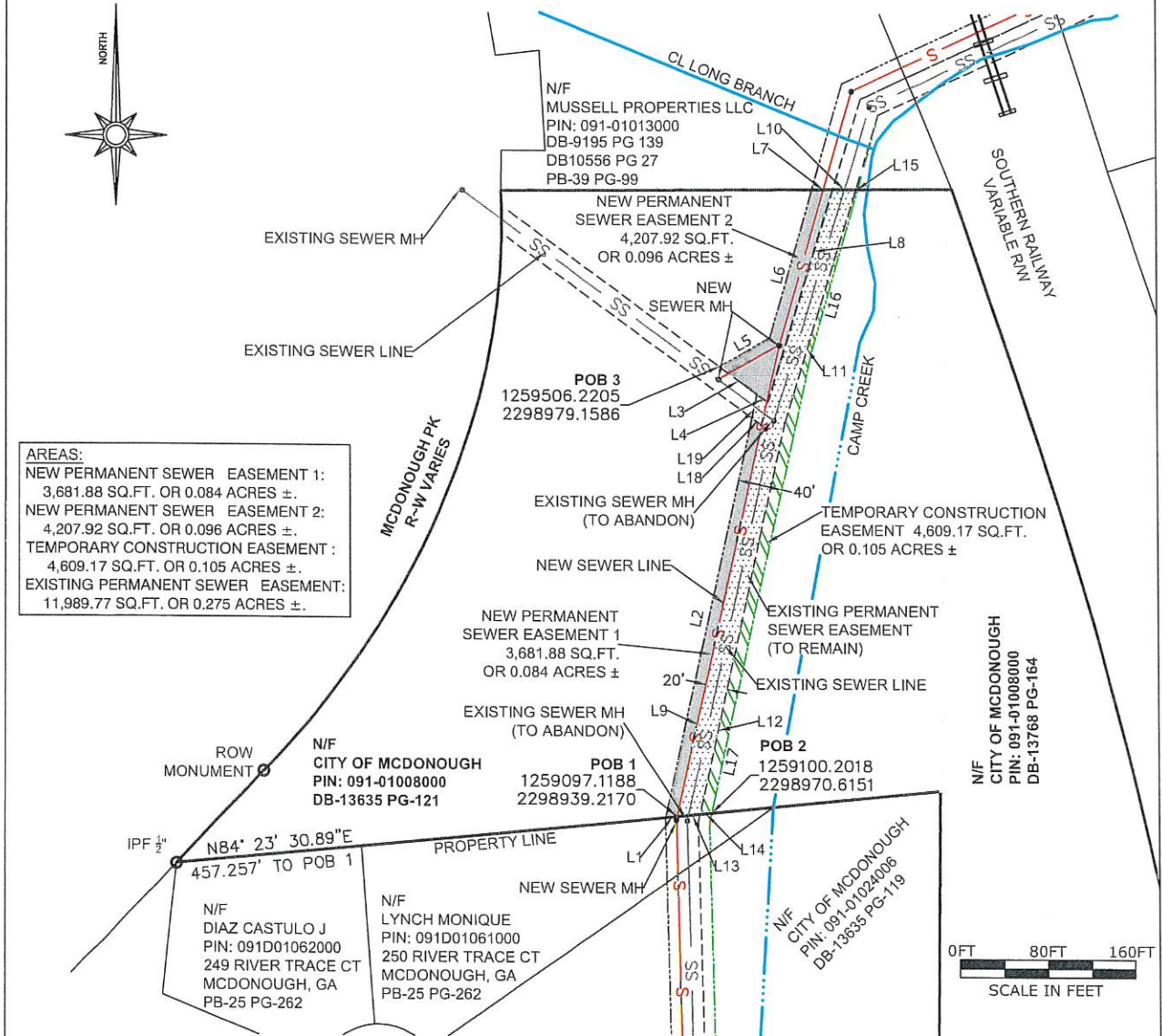
SS — SS — EXISTING SANITARY SEWER
 S — S — NEW SANITARY SEWER
 — — — — — PROPERTY LINE
 S — NEW SANITARY SEWER MH
 S — EXISTING SANITARY SEWER MH

NEW SEWER PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 EXISTING SEWER PERMANENT EASEMENT

CLERK OF THE SUPERIOR COURT
 RECORDING INFORMATION



AREAS:
 NEW PERMANENT SEWER EASEMENT 1:
 3,681.88 SQ.FT. OR 0.084 ACRES ±.
 NEW PERMANENT SEWER EASEMENT 2:
 4,207.92 SQ.FT. OR 0.096 ACRES ±.
 TEMPORARY CONSTRUCTION EASEMENT:
 4,609.17 SQ.FT. OR 0.105 ACRES ±.
 EXISTING PERMANENT SEWER EASEMENT:
 11,989.77 SQ.FT. OR 0.275 ACRES ±.



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 INFO@JGLSURVEY.COM 1327 FAIRBRIDGE CIR SW MARIETTA, GA 30008 939-525-1538	DATE OF FIELD WORK: JAN-04-2024		REVISIONS				SANITARY SEWER EASEMENT PLAT FOR: HENRY COUNTY WATER AUTHORITY THROUGH THE PROPERTY OF: CITY OF MCDONOUGH PARCEL ID: 091-01008000 CAMP CREEK SANITARY SEWER LAND LOT 100, 7TH DISTRICT HENRY COUNTY, GEORGIA	SHEET NO. 1 2 TOTAL
	DATE OF PLAN PREPARATION: JUL-01-2024	NO.	DESCRIPTION	DATE	BY	APPR.		
	JOB NUMBER: 2407-271							
	DRAWN BY: J. LOPEZ							
	REVISED BY: J. LOPEZ							
	LAND SURVEYING FIRM: 001337							
	SCALE: 1"=100'-0"							
	LOCATION: L.L.100-7TH DISTRICT							

NOTES:

1. THE HORIZONTAL CONTROL USED ON THIS PLAT IS NAD 83 GEORGIA STATE WEST.
2. ALL HORIZONTAL MEASUREMENTS ARE IN US SURVEY FEET.
3. EQUIPMENT USED TRIMBLE S6 TOTAL STATION AND TSC5 DATACOLLECTOR.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 94,802 FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 82,412 FEET, AN ANGULAR ERROR 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
6. REFERENCES: PB39 PG101, PB39 PG99, PB32 PG132, PB25 PG262, PB5 PG216, DB10556 PG 27, DB13635 PG121- HENRY COUNTY RECORDS.

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

LEGAL DESCRIPTION:

NEW SEWER PERMANENT EASEMENT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 100 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1259097.11 AND EASTING 2298939.21 (POB 1);
THENCE (L1) S84° 23' 32"W A DISTANCE OF 10.52' FEET TO A POINT;
THENCE (L2) N12° 25' 18"E A DISTANCE OF 372.05' FEET TO A POINT;
THENCE (L18) S53° 30' 30"E A DISTANCE OF 10.95' FEET TO A POINT;
THENCE (L9) S12° 25' 18"W A DISTANCE OF 364.33' FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 1).
HAVING AN AREA OF 3,681.88 SQ.FT. OR 0.084 ACRES ±.

L1	S84° 23' 32"W	10.52'
L2	N12° 25' 18"E	372.05'
L3	N53° 30' 30"W	42.71'
L4	N53° 30' 30"W	12.26'
L5	N60° 21' 26"E	52.89'
L6	N16° 04' 36"E	140.73'
L7	N89° 39' 10"E	19.11'
L8	S17° 08' 02"W	203.21'
L9	S12° 25' 18"W	364.33'
L10	N89° 39' 10"E	20.97'
L11	N17° 08' 02"E	223.21'
L12	N12° 25' 18"E	363.89'
L13	S84° 23' 32"W	21.03'
L14	S84° 23' 32"W	10.52'
L15	N89° 39' 10"E	1.44'
L16	S16° 00' 47"W	155.51'
L17	S12° 25' 18"W	428.21'
L18	S53° 30' 30"E	10.95'
L19	N12° 25' 17.98"	21.91'

NEW SEWER PERMANENT EASEMENT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 100 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1259097.1188 AND EASTING 2298939.2170 (POB 3);
THENCE (L5) N60° 21' 26"E A DISTANCE OF 52.89' FEET TO A POINT;
THENCE (L6) N16° 04' 36"E A DISTANCE OF 140.73' FEET TO A POINT;
THENCE (L7) N89° 39' 10"E A DISTANCE OF 19.11' FEET TO A POINT;
THENCE (L8) S17° 08' 02"W A DISTANCE OF 203.21' FEET TO A POINT;
THENCE (L4) N53° 30' 30"W A DISTANCE OF 12.26' FEET TO A POINT;
THENCE (L3) N63° 30' 30"W A DISTANCE OF 42.71' FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 3).
HAVING AN AREA OF 4,207.92 SQ.FT. OR 0.096 ACRES ±.

TEMPORARY CONSTRUCTION EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 100 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1259100.2018 AND EASTING 2298970.6151 (POB 2);
THENCE (L14) S84° 23' 32"W A DISTANCE OF 10.52' FEET TO A POINT;
THENCE (L12) N12° 25' 18"E A DISTANCE OF 363.89' FEET TO A POINT;
THENCE (L11) N17° 08' 02"E A DISTANCE OF 223.21' FEET TO A POINT;
THENCE (L15) N89° 39' 10"E A DISTANCE OF 1.44' FEET TO A POINT;
THENCE (L16) S16° 00' 47"W A DISTANCE OF 155.51' FEET TO A POINT;
THENCE (L17) S12° 25' 18"W A DISTANCE OF 428.21' FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 2).
HAVING AN AREA OF 4,609.17 SQ.FT. OR 0.105 ACRES ±.

EXISTING PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 100 OF THE 7TH DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITH NORTHING 1259097.11 AND EASTING 2298939.21 (POB 1);
THENCE (L9) N12° 25' 18"E A DISTANCE OF 364.33' FEET TO A POINT;
THENCE (L18) N53° 30' 30"W A DISTANCE OF 10.95' FEET TO A POINT;
THENCE (L19) N12° 25' 18"E A DISTANCE OF 21.91' FEET TO A POINT;
THENCE (L4) S53° 30' 30"E A DISTANCE OF 12.26' FEET TO A POINT;
THENCE (L8) N17° 08' 02"E A DISTANCE OF 203.21' FEET TO A POINT;
THENCE (L10) N89° 39' 10"E A DISTANCE OF 20.97' FEET TO A POINT;
THENCE (L11) S17° 08' 02"W A DISTANCE OF 223.21' FEET TO A POINT;
THENCE (L12) S12° 25' 18"W A DISTANCE OF 363.89' FEET TO A POINT;
THENCE (L13) S84° 23' 32"W A DISTANCE OF 21.03' FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING (POB 1).
HAVING AN AREA OF 11,989.77 SQ.FT. OR 0.275 ACRES ±.

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.



09/10/2024

 JGL SURVEY SERVICES INFO@JGLSURVEY.COM 1327 FAIRBANKS DR SW MARLET GA 30009 404-528-1636	DATE OF FIELD WORK:	JAN-04-2024	REVISIONS				SANITARY SEWER EASEMENT PLAT FOR: HENRY COUNTY WATER AUTHORITY THROUGH THE PROPERTY OF: CITY OF MCDONOUGH PARCEL ID: 091-0100000 CAMP CREEK SANITARY SEWER LAND LOT 100, 7TH DISTRICT HENRY COUNTY, GEORGIA	SHEET NO. 2 TOTAL	
	DATE OF PLAN PREPARATION:	JUL-01-2024	NO.	DESCRIPTION	DATE	BY			APPR.
	JOB NUMBER:	2407-271							
	DRAWN BY:	J.LOPEZ							
	REVISED BY:	J.LOPEZ							
LAND SURVEYING FIRM:	001337								
SCALE:	1"=100'-0"								
LOCATION:	L.L.100-7TH DISTRICT								