INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GLYNN COUNTY, GEORGIA,
AND
THE CITY OF BRUNSWICK, GEORGIA,
REGARDING TRAFFIC SIGNAL MAINTENANCE,
ANIMAL CONTROL, AND RECREATION SERVICES

Dated as of November 5 **, 2012** (the "**Effective Date**")

INDEX TO EXHIBITS

Exhibit "A" City of Brunswick Traffic Signal Inventory List

Exhibit "B" City of Brunswick's Deed to Howard Coffin Park, which includes the property where the pool complex, program space, athletic fields, soccer field, tennis courts, playground, and building with the gymnasium are located

Exhibit "C" Description and Depiction of the Facility (i.e. City of Brunswick's Howard Coffin Park, which includes a building with a gymnasium, pool complex, program space, athletic fields, soccer field, tennis courts, and playground)

Exhibit "D" Memorandum of Understanding, as amended, between City of Brunswick and Golden Isles Swimming, Inc.

Exhibit "E" Form of Local Option Sales Tax Certificate of Distribution

STATE OF GEORGIA
COUNTY OF GLYNN

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN GLYNN COUNTY, GEORGIA, AND THE CITY OF BRUNSWICK, GEORGIA, REGARDING TRAFFIC SIGNAL MAINTENANCE, ANIMAL CONTROL, AND RECREATION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "**Agreement**"), is made and entered into as of the 5th day of November, 2012 (the "**Effective Date**"), by and between **GLYNN COUNTY, GEORGIA**, a political subdivision of the State to Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the "**County**") and the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Board of Commissioners (hereinafter referred to as "**City**").

W I T N E S S E T H:

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section II, Paragraph III, that a county may exercise certain specified supplementary powers, including, but not limited to, services pertaining to traffic flow control device maintenance, animal control, and parks, recreational areas, programs, and facilities inside the boundaries of a municipality through a contract with the affected municipality; and

WHEREAS, pursuant to the Georgia Service Delivery Strategy Law, O.C.G.A. § 36-70-1 et seq. (hereinafter referred to as the "**Service Delivery Law**"), the County and the City continue to be engaged in the development and implementation of a service delivery system that is both efficient and responsive to the citizens of Glynn County, Georgia; and

WHEREAS, the County is authorized by law to provide specified traffic signal maintenance, animal control, and recreation services within the City, subject to the approval and agreement of the governing authorities of the County and City; and

WHEREAS, the County is willing and the City desires for the County to provide specified traffic signal maintenance, animal control, and recreation services within the City; and

WHEREAS the citizens of the County and City would benefit from the above-described provision of services by the County inside the City arrangement; and

WHEREAS, the County and the City have determined that having the County provide specified traffic signal maintenance, animal control, and recreation services within the City is in the best interest of both parties and their citizens and is otherwise in furtherance of the objectives of the Service Delivery Law; and

WHEREAS, the County and City desire to enter into a formal Intergovernmental Agreement wherein the County shall provide specified traffic signal maintenance, animal control, and recreation services within the City; and

WHEREAS, the County and City have determined that this Agreement serves the best interest of all parties and their citizens including, but not limited to, the health, welfare, and safety of the residents and citizens of the County and City; and

WHEREAS, under the provisions of the aforementioned Service Delivery Law and the Constitution of the State of Georgia, Article IX, Section III, Paragraph I, and Article IX, Section II, Paragraph III, the County and the City may contract with each other for the services described herein;

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the County and the City covenant, agree and bind themselves as follows:

TERM AND RENEWAL

1. Term. This Agreement shall be for a term of ten (10) years, beginning on January 1, 2013, and expiring, at midnight, on December 31, 2022.

2. Renewal. The County and City may continuously renew this Agreement (including the services described hereunder) upon the expiration of this Agreement on December 31, 2022, for additional period(s) not to exceed fifty (50) years. Any such renewal shall require both the County and City to approve and execute a written amendment to this Agreement stating the terms and conditions of such renewal. Under no circumstances shall this Agreement be amended so that the term of this Agreement, including any and all renewal terms or periods, exceeds fifty (50) years.

TRAFFIC SIGNAL MAINTENANCE

3. Traffic Signal Maintenance. The County is willing and the City desires for the County to provide specified traffic signal maintenance within the City as follows:

(a) Starting on January 1, 2013, and continuing until the end of the term of this Agreement on December 31, 2022, County shall provide maintenance services for

the City's traffic signals and associated equipment. Traffic signal maintenance shall include maintenance and repairs to City traffic signals, intersection flashers, school zone flashers and warning flashers, and pedestrian crossing lights/signals (i.e. traffic control devices pertaining to crosswalks). For purposes of this Agreement, when the term "traffic signal" is used herein, such term shall mean and include "traffic signal", "intersection flashers", "school zone flashers" and "warning flashers", "pedestrian crossing light/signal", and associated equipment.

(b) This paragraph 3 and the traffic signal maintenance and repair services to be provided by the County under this Agreement shall only apply to maintenance and repair services for City owned traffic signals that are located on streets and roads maintained and operated by the City within its City limits, as set forth more specifically in the City of Brunswick Traffic Signal Inventory List attached hereto as Exhibit "A" and incorporated herein by reference.

(c) This Agreement shall not include and County shall not be responsible under this Agreement for any maintenance, operation, or repair of the equipment, supports, poles, beams, lines, or wires physically supporting such traffic signals or upon which such traffic signals are hung, and/or the maintenance, operation, or repair of any City road, street, or right-of-way. This Agreement shall also not include and County shall not be responsible under this Agreement for any maintenance, operation or repairs to City traffic control signage. When the term "associated equipment" is used in this Agreement, such terms shall specifically exclude the items set forth in this Paragraph 3(c).

(d) During the term of this Agreement, the County shall use reasonable efforts to:

(i) provide the same level of traffic signal maintenance and repair services to the City traffic signals that are provided by the County for its traffic signals in unincorporated Glynn County;

(ii) have response times for traffic signal maintenance and repair services for City traffic signals be the same as response times of the County for its traffic signals in unincorporated Glynn County; and

(iii) provide traffic signal maintenance and repair services for City traffic signals in a manner and schedule that is the same as the maintenance and repair services provided by the County on its own traffic signals;

(e) County shall provide routine non-emergency maintenance and repairs, as needed, to City traffic signals during normal business hours of the County Public Works Department, which, for purposes of this Agreement, shall be deemed to be between the hours of 6:30 a.m. and 5:00 p.m., Monday through Thursday, excluding County holidays and any applicable furlough days that may be instituted by the County. Such days and hours are subject to change during the term of this Agreement in accordance with the

policy of the Glynn County Public Works Department. In the event that said normal business days and/or hours change for the Glynn County Public Works Department, such change in normal business hours shall apply equally to traffic signal maintenance and repair services performed in both the City and unincorporated Glynn County. County will notify City of any such change. County shall provide repair services to City traffic signals at other times as needed during non-business hours of the County Public Works Department under circumstances that are deemed by County to constitute an emergency or a critical or urgent need. Such a determination shall be made by County on the same basis as repairs performed by County on its traffic signals during non-business hours of the County Public Works Department.

(f) During the term of this Agreement, City shall have the right, but not the obligation, to make repairs to its traffic signals that would otherwise be undertaken by the County hereunder. However, any such repairs by the City to its traffic signals shall not be made without County's inspection, advice and/or consent. City shall notify County of the details thereof, including the problem and repair performed as soon as possible thereafter.

(g) County shall provide all available and reasonable equipment, motor vehicle(s), and personnel, which in its discretion, are needed to carry out its basic functions and duties within the City under this Paragraph. All such equipment and vehicle(s) shall be and remain under the exclusive control and ownership of County. Equipment as described herein shall not include or be construed to mean parts, materials, supplies, components, hardware, and/or software that is installed by County to maintain, fix, and/or repair any of City's traffic signals hereunder.

(h) City shall be responsible for the costs of any parts, materials, supplies, components, hardware, and software needed or required by the County to maintain, fix, and/or repair the City's traffic signals hereunder. If any hardware, materials, supplies, components, parts, or software are needed by County in order to maintain and/or repair the City's traffic signals hereunder, County shall purchase any such parts, materials, supplies, components, hardware, and software in advance and submit an invoice for reimbursement at County's actual cost to the City Manager. Notwithstanding the notice provisions of Paragraph 18 of this Agreement, invoices may be submitted to the City Manager by electronic mail to the City Manager's official City e-mail address of record and/or by First Class U.S. Mail or by hand delivery to City Hall, 601 Gloucester Street, Brunswick, Georgia, 31320. City shall submit reimbursement payments to the County Finance Department at 1725 Reynolds Street, Suite 300, Brunswick, Georgia, 31520, within thirty (30) days after submission of such invoice. In the event that City does not submit reimbursement payments to County as provided herein within thirty (30) days after submission of such an invoice to City, County may, upon ten (10) days advance notice to the City Manager, remove any hardware, materials, supplies, components, parts, and/or software for which City has not reimbursed County. City shall be responsible for the costs of all utility services associated with the operation of the City's traffic signals, which includes, but which is not necessarily limited to, costs of electricity to operate the

traffic signals. Any and all such utility services shall remain and be set up in the City's name.

(i) This Agreement and the County's obligations hereunder shall not include any upgrades and/or capital improvements to the City's traffic signals or any equipment associated with same. Any such upgrades and/or capital improvements shall be the responsibility of City to perform at its own cost. For purposes of this Agreement, upgrades and/or capital improvements shall mean the acquisition, replacement, enhancement, or improvement of a traffic signal and/or associated equipment which extends the life span or increases the productivity, efficiency, or value of the traffic signal or its associated equipment. Ordinary maintenance and repairs of a traffic signal or associated equipment to keep a traffic signal and associated equipment operating in its present state shall not be considered an upgrade or capital improvement. County shall not be responsible for remedial work on traffic signals or associated equipment which may be needed as a result of deferred maintenance that occurred prior to the start of the term of this Agreement.

(j) In the event that two or more traffic signals or associated equipment at two or more traffic signals shall be so damaged by an act of God, such as a hurricane, tornado, fire, earthquake, storm, or other natural casualty or catastrophe, as to render the traffic signal, box, cabinet, or other capital equipment irreparable or unusable (i.e. requires the replacement of such traffic signal, box, cabinet, or capital equipment), it shall be the responsibility of City to provide and perform same at its own cost.

(k) Glynn County shall provide technical guidance to the City on the placement of new traffic signals and traffic devices and the removal of existing traffic signals and traffic devices in the City. Such technical guidance may include guidance on signage and pavement markings that require installation modification or removal as a direct result of installation or removal of a traffic signal. Any recommendations pertaining to any such placement or removal shall be submitted to the City Manager, or his/her designee. Should any traffic signals be added or removed to the City of Brunswick Traffic Signal Inventory List, as set forth in Exhibit "A" hereto, the parties shall amend Exhibit "A" accordingly to reflect such addition or removal.

(l) The Glynn County Public Works Director will direct and manage the daily traffic signal maintenance operations in the City and will supervise the delivery of traffic signal maintenance services contracted for in this Agreement. Any specific requests from the City for maintenance and/or repair services under this paragraph should be communicated (preferably in writing via email) as soon as possible from the City Manager, or his/her designee, to the Glynn County Public Works Director, or his/her designee.

(m) All County personnel assigned under this Paragraph shall work under the sole direction of County and shall be assigned duties by County. County shall be under no duty or obligation to employ, retain, or transfer any past or present employee of the City, including any City public works employee. The personnel and hours needed to

administer the services provided for in this paragraph shall be in the County's sole discretion. County personnel assigned to perform work hereunder shall wear the uniform and drive the vehicle(s) as issued by County, if any.

(n) All County personnel assigned under this Paragraph are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All County personnel assigned under this Agreement are and will continue to be part of the Glynn County chain of command structure.

(o) County shall provide "First Responder Services" for the repair of Georgia Department of Transportation (hereinafter referred to as "**GDOT**") Traffic Signals located in the City, which Traffic Signals are more specifically listed and described in Exhibit "A" as S30 through S42 (hereinafter referred to as the "**GDOT Traffic Signals**"). For purposes of this Agreement, the term "First Responder Services" shall mean: 1) that County will use reasonable efforts to repair as needed any GDOT Traffic Signals during normal business hours (as referenced in Paragraph 3(e) above) of the County Public Works Department; and 2) that the County will use reasonable efforts to repair as needed any GDOT Traffic Signals at such other times as needed during non-business hours of the County Public Works Department under circumstances that are deemed by County to constitute an emergency or a critical or urgent need. First Responder Services shall only include repairs of an emergency, critical, or urgent need to make DOT traffic signals operational and shall not include routine maintenance of any GDOT Traffic Signal.

(p) Nothing contained in this Agreement shall alter the parties' public safety jurisdiction, responsibilities for road and street maintenance and repair, or other governmental authority or duties within the City, except as specifically set forth and described in this Agreement.

(q) The County and City agree that at least thirty (30) days prior to the start of the term of this Agreement, the County Administrator and City Manager will meet and confer to effect a smooth transition. City and County agree to cooperate with each other to the fullest extent necessary to fully effectuate the intent and purpose of this Paragraph and, City agrees to also make City personnel available to County, if necessary, to effect a smooth transition.

ANIMAL CONTROL

4. Animal Control. The County is willing and the City desires for the County to provide specified animal control services within the City as follows:

(a) Starting on January 1, 2013, and continuing until the end of the term of this Agreement on December 31, 2022, County shall provide animal control services within the City as described herein.

(b) This paragraph 4 and the animal control services to be provided by the County under this Agreement, as described herein, shall only apply and are limited to animal control services related to dogs and cats that are located within the City.

(c) During the term of this Agreement and to the extent possible and permissible under applicable laws and ordinances, the County shall use reasonable efforts to:

(i) provide services for the pick-up, housing, adoption, and disposal of dogs and cats located in the City as set forth in the City animal control ordinance;

(ii) provide services for the care of injured dogs and cats located in the City as set forth in the City animal control ordinance;

(iii) enforce throughout the City and on the City's behalf the provisions of the City of Brunswick Animal Control Ordinance, as amended from time to time, excluding specifically, however, any noise and/or barking related ordinance(s);

(iv) provide the animal control services described herein at a level and in a manner that is the same as comparable animal control services provided by the County in unincorporated Glynn County; and

(v) have response times for the animal control services described herein be the same as response times of the County for comparable animal control services in unincorporated Glynn County.

(d) The animal control services described herein shall be provided by the County as needed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Thursday, County holidays, and any applicable furlough days that may be instituted by County; provided however, the County shall retain exclusive control over the hours and manner of operation of the Glynn County Animal Control Facility, which shall maintain hours open to the public and be generally operated as deemed appropriate by County. The days and hours described herein are subject to change during the term of this Agreement in accordance with the policy of Glynn County Animal Control. County will notify City of any such change.

(e) On Thursdays, County animal control personnel are typically assigned to work at the Glynn County Animal Control Facility and are not typically assigned nor typically perform off-site duties. However, on Thursdays, weekends, and weekdays between 5:00 p.m. and 8:00 a.m., County animal control officers will use reasonable efforts to respond to calls from City Police for assistance pertaining to an injured dog or cat or a dangerous or vicious dog running at large. The determination of injured dog or cat and dangerous or vicious dog running at large under this Paragraph 4(e) shall be made by assigned County personnel in consultation with City Police. City shall ensure that the

definitions of "dangerous dog" and "vicious dog" in its Animal Control Ordinance are consistent with the definitions for "dangerous dog" and "vicious dog" set forth in O.C.G.A § 4-8-21.

(f) City and County shall use reasonable efforts to amend their Animal Control Ordinances so that they are consistent, and to the extent possible, uniform with the each other's animal control ordinances. In addition, to the extent allowed by law, City shall amend its Animal Control Ordinances to the extent necessary and/or take whatever other reasonable formal action(s) as may be necessary and/or appropriate (e.g. adoption of a resolution) to provide County animal control officers with the authority to enforce City Animal Control Ordinances and issue citations for violations of same. City shall also adopt any other ordinance amendments that are necessary and/or appropriate to carry out the intent and purpose of this Paragraph and permit County personnel assigned under this Agreement to perform the services described herein. It shall be City's duty and responsibility to ensure that its Animal Control Ordinances are compliant with all applicable state and federal laws. City shall not make any amendments or changes to its Animal Control Ordinance during the term of this Agreement without notifying, consulting, and receiving the approval of the County.

(g) Any fines received by the City for violations of the City's Animal Control Ordinance that were enforced by the County under this Agreement shall be submitted to and retained by the County.

(h) County is authorized to charge fees to the public for animal control services that it provides hereunder. To the extent possible and to the extent that there is a comparable service provided by the County in the unincorporated area, County shall charge the same rates and fees for services offered inside the City and/or services pertaining to city animal control as it charges for those comparable services provided outside the City and/or county animal control. All such fees collected by County for animal control services will be paid directly to and retained by Glynn County. Such fees may include, but are not necessarily limited to reclaim fees, boarding fees, adoption fees, and pick-up fees. Any donations shall be retained by County. If any City ordinances need to be amended, or other action taken by the City, to allow County to collect, retain, charge, or change any fees described in this Paragraph 4, City shall amend its Animal Control Ordinances, or take such other action as is necessary, to permit same.

(i) County shall provide all available and reasonable equipment, motor vehicle(s), facility(ies), and personnel, which in its discretion, are needed to carry out its basic functions and duties within the City under this Paragraph. All such equipment, vehicle(s), and facility(ies) shall be and remain under the exclusive control and ownership of County. County shall have the option, but not the obligation, to purchase the City's existing animal control vehicle for a price and under terms that are mutually agreeable between County and City. City Police shall provide aid and assistance to County Animal Control, as may be needed from time to time by County Animal Control in the performance of its functions and duties under this Agreement.

(j) All County personnel assigned under this Paragraph shall work under the sole direction of County and shall be assigned duties by County. County shall be under no duty or obligation to employ, retain, or transfer any past or present employee of the City, including any City animal control employee. The personnel and hours needed to administer the services provided for in this paragraph shall be in the County's sole discretion. County personnel assigned to perform work hereunder shall wear the uniform and drive the vehicle(s) as issued by County, if any.

(k) All County animal control officers, as well as any other County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All animal control officers, as well as any other County personnel assigned under this Agreement are and will continue to be part of the Glynn County chain of command structure. Glynn County Animal Control is a division of the Glynn County Police Department and is within the Glynn County Police Department chain of command structure.

(l) The Glynn County Animal Control Director will direct and manage the daily animal control operations in the City and will supervise the delivery of animal control services contracted for in this Agreement. Any requests from the City for specific animal control services consistent with this Agreement shall be communicated (preferably in writing via email) as soon as possible from the City Manager, or his/her designee, to the Glynn County Animal Control Director, or his/her designee.

(m) On behalf of the City, the County shall use reasonable efforts to enforce throughout the City all provisions of the City of Brunswick Animal Control Ordinance, as amended from time to time. The City shall provide all attorneys and legal counsel needed or required in the City Municipal Court, Glynn County Superior Court, Glynn County State Court, and/or any other applicable court for the prosecution of citations issued by the County on behalf of the City. Unless agreed to in writing by County and City, other than issuing citations for violations of the City's Animal Control Ordinance and having appropriate Animal Control personnel appear in court for such citations, County shall not be responsible under this Agreement for pursuing or enforcing any federal or state laws or regulations pertaining to animal control, dog control, or otherwise, or any other local laws or ordinances on behalf of the City, nor shall County be responsible for pursuing any equitable or other legal relief in any state or federal court on behalf of the City under this Agreement. Except as specifically described in this Agreement, nothing contained herein shall alter the parties' public safety jurisdiction, responsibilities for enforcing applicable federal, state, or local laws or ordinances, or other governmental authority or duties within the City.

(n) County animal control officer(s) assigned to the City shall take and City shall administer or help facilitate the administration of any and all applicable oaths by an official authorized to administer such oaths, as may be necessary and prescribed by or under law, ordinance, and/or the City's Charter in order for such County animal control

officer(s) to undertake the animal control duties pursuant to this Agreement and enforce the animal control ordinances of the City of Brunswick. Every animal control officer of the County assigned to the City shall still be deemed to be an animal control officer of the County while performing the services, duties, and responsibilities hereunder and is vested with the powers of the County that are necessary to provide the animal control services within the scope of this Agreement. Such animal control officers shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City or the County, to issue citations incident to the enforcement of the applicable County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the applicable ordinances of the City and the County is made for the sole and limited purpose of giving official and lawful status to the performance of animal control services provided by County animal control officers within the City of Brunswick. Animal control officers shall enforce applicable City and County animal control ordinances and violations of City and County animal control ordinances and may appear in the Municipal Court of the City of Brunswick as necessary for animal control citation cases made within the City. City agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the County animal control officers working within the City.

(o) The County and City agree that at least thirty (30) days prior to the start of the term of this Agreement, the County Administrator and City Manager will meet and confer to effect a smooth transition. City and County agree to cooperate with each other to the fullest extent necessary to fully effectuate the intent and purpose of this Paragraph and, City agrees to also make City personnel available to County, if necessary, to effect a smooth transition.

RECREATION

5. **Recreation**. The County is willing and the City desires for the County to provide specified recreation services within the City as follows:

(a) Starting on January 1, 2013, and continuing until the end of the term of this Agreement on December 31, 2022, County shall provide recreation programs and services at the City's Howard Coffin Park located adjacent to Gloucester Street, which includes a building with a gymnasium, pool complex, program space, athletic fields, soccer field, tennis courts, and playground (hereinafter collectively referred to as the "**Facility**"). The Facility is more specifically described and depicted on Exhibit "C" attached hereto and incorporated herein by reference. The Facility shall not include the City dog park, walking park/trail (i.e. Harold Jennings Wellness Park), and/or any other recreation space that is connected to or located adjacent to or near the Facility.

(b) County's responsibilities for recreation programs and services under this Agreement are limited to the Facility set forth and described in subparagraph (a) above of this Paragraph 5. Except as specifically set forth in subparagraph (a) above of this Paragraph 5, this Agreement shall not include and County shall have no responsibility under this Agreement for operating, maintaining, and/or providing any recreation

program or service at any other City recreational facility, park, or property, and City shall have and retain complete responsibility for operating and maintaining same.

(c) The Glynn County Recreation Director will direct and manage the daily recreation programs and operations at the Facility in the City and will supervise the delivery of recreation program services contracted for in this Agreement. Any specific requests from the City pertaining to the recreation programs and services provided at the Facility under this paragraph should be communicated (preferably in writing via email) as soon as possible from the City Manager, or his/her designee, to the Glynn County Recreation Director, or his/her designee.

(d) During the term of this Agreement, the County shall use reasonable efforts to:

(i) use the Facility in conjunction and in connection with the Glynn County recreation program, and offer such programs and services at the Facility as part of the Glynn County recreation program, as may be deemed appropriate and suitable for the Facility and Glynn County recreation program in the discretion of the Glynn County Recreation Director;

(ii) incorporate the Facility and the recreation programs and services provided thereat into the County recreation program, as deemed appropriate in the discretion of the Glynn County Recreation Director;

(iii) provide athletic leagues and games at the Facility that are independent from County leagues and games at County facilities when, in the discretion of the Glynn County Recreation Director, there is sufficient support, participation, and justification for such a league. Any such leagues shall be offered for age groups and sports that are the same as those offered by the County in unincorporated Glynn County, provided that the Facility can accommodate and is suitable for the sport and age group in question. If there is not sufficient support, participation, and justification for such a league, County will incorporate any interested players and/or teams into the County's athletic league(s), and the Facility will be used in conjunction and in connection with County's athletic leagues in unincorporated Glynn County as deemed appropriate in the discretion of the Glynn County Recreation Director;

(iv) provide the recreational programs and services described herein at a level and in a manner that is the same as comparable recreational services provided by the County in unincorporated Glynn County; and

(v) operate and maintain the tennis courts and playground on the Facility for use by the public, which may, but does not necessarily include providing any specific recreation program(s) or service(s) thereat.

(e) County is authorized to charge fees to the public for participation in programs and activities that it offers at the Facility and/or for the usage or rental of the Facility, or a part thereof. To the extent possible and to the extent that there is a comparable program or service operated by the County in the unincorporated area of Glynn County, County shall charge the same rates and fees for programs and services offered inside the City as it charges for those comparable programs or activities outside the City. Fees charged to the public for the use of the pool at the Facility shall be the same as the fees charged to the public for the use of the Selden Park or other comparable pool.

(f) City shall make any and all necessary improvements and repairs to all playing fields (such as the baseball/softball fields) and outdoor lighting at the Facility to bring them into practice and competitive playing condition. Prior to the start of the term of this Agreement on January 1, 2013, the County Administrator and City Manager will confer and create a list of all such needed improvements and repairs, along with a timetable for such repairs to be completed by City. County shall not have any obligation to perform any services under this Agreement on such playing fields until such time as City has completed the items on said list created by the County Administrator and City Manager. The Glynn County Recreation Director, or his/her designee, shall provide technical guidance to the City on such improvements and repairs.

(g) City shall ensure that the Facility and all parts and improvements thereof comply with the terms of the Americans with Disabilities Act.

(h) All fees collected from athletic and recreation programs at the Facility and any fees received from the rental of the Facility, or any part thereof, will be paid directly to and retained by Glynn County. City shall assign to County its memorandum of understanding, as amended, with Golden Isles Swimming, Inc. (hereinafter referred to as the "Pool MOU"), including all fees and rents due and payable from Golden Isles Swimming, Inc., under such Pool MOU. A copy of the Pool MOU, as amended, is attached hereto as Exhibit "D" and incorporated herein by reference. Such fees and rents shall thereafter be payable directly to and retained by Glynn County. County will endeavor to maintain an agreement with Golden Isles Swimming, Inc., for the use of the pool upon the expiration of the current agreement between City and Golden Isles Swimming, Inc., and County shall be able to negotiate the terms of such agreement at such time. If any City ordinances need to be amended, or other action taken by the City, to allow County to collect, retain, charge, or change any fees described in this Paragraph 5, City shall amend such ordinances, or take such other action as is necessary, to permit same.

(i) Other than this Agreement and the agreement with Golden Isles Swimming, Inc., described above in Paragraph 5(h), City warrants and represents that as of the effective date of this Agreement, there are no management, maintenance, service, or other contracts in effect with respect to the Facility, nor any leases or other agreements for the use, occupancy or possession presently in force with respect to all or any portion of the Facility. After the effective date of this Agreement and during its term, City shall

not make or enter into any management, maintenance, or service agreement or any lease, purchase and/or sale agreement, or other agreement for the use, occupancy, possession, or ownership of all or any part of the Facility without the prior written approval of County.

(j) Utility services, and the costs thereof, at the Facility shall be paid for by the County. All utilities shall be listed under the name of County.

(k) Daily operating supplies, including chemicals, shall be provided by County. County shall also maintain the Facility and provide Ordinary Routine Maintenance thereat, including lawn and grounds maintenance at the Facility. For purposes of this Agreement, Ordinary Routine Maintenance shall mean the regular and general cleaning and upkeep of the Facility in response to normal, daily wear and tear. Ordinary Routine Maintenance shall not include any maintenance activity, repair, or improvement to the Facility (or any combination of maintenance activities, repairs, or improvements that involves the same problem, issue, or subject), unless same can be performed for less than $500. Any maintenance activity, repair, or improvements to the Facility (or any combination of maintenance activities, repairs, or improvements that involves the same problem, issue, or subject) costing $500 or more shall be the responsibility of and paid for by City.

(l) City shall also be responsible for any upgrades and/or capital improvements to or on any part of the Facility, any improvements thereon, and/or the grounds or fields thereof. Any such upgrades and/or capital improvements shall be the responsibility of City to perform at its own cost. For purposes of this Agreement, upgrades and/or capital improvements shall mean the acquisition, replacement, enhancement, repair, or improvement of any part of the Facility, any improvements thereon, and/or the grounds or fields thereof which extends the life span or increases the productivity, efficiency, or value of the Facility and/or any improvements thereon.

(m) County shall not be responsible for remedial work on or to the Facility, and/or any parts thereof, which may be needed as a result of deferred maintenance that occurred prior to the start of the term of this Agreement. Prior to the start of the term of this Agreement on January 1, 2013, the County Administrator and City Manager will confer and create a list of all such work that is needed on or to the Facility, and/or any parts thereof, along with a timetable for such work to be completed by City.

(n) County shall provide all available and reasonable equipment, motor vehicle(s), and personnel, which in its discretion, are needed to carry out its basic functions and duties within the City under this Paragraph. All such equipment and vehicle(s) shall be and remain under the exclusive control and ownership of County.

(o) City shall provide County with all access codes and keys to the Facility and shall permit the County to manage and control the Facility in a manner that it deems appropriate in its discretion during the terms of this Agreement. County shall make efforts to operate and keep the Facility open to the public between the hours of 8:30 a.m. and 5:30 p.m., Monday through Friday, excluding County holidays and any applicable

furlough days that may be instituted by County. County may rent and charge fees for rental of the Facility, or parts thereof, on both weekdays and weekends in the same manner as it does at other parks and facilities in unincorporated Glynn County.

(p) City shall be able to conduct and hold City meetings in the gymnasium building, and/or the room(s) therein, as needed, when such building and/or room(s) are not otherwise in use. Any such use, including the dates, time, and hours thereof, shall be coordinated through the Glynn County Recreation Director, or his/her designee.

(q) City shall maintain in force and effect a policy of property insurance covering the Facility, and improvements thereat, at sufficient and adequate levels to cover the replacement cost, providing coverage against loss or damage by fire and other hazards, including flood. County shall not be responsible for any damage or loss to the Facility not directly caused by its use and shall only be responsible for any such damage to the extent and in proportion to that directly caused by County.

(r) In the event that the Facility, or any part thereof, are damaged by storm, fire, lightning, hurricane, tornado, earthquake, acts of God, the elements, or other casualty or catastrophe, City shall be responsible for repairing any such damage and the costs thereof. In the event that the Facility shall be so damaged by storm, fire, lightning, hurricane, tornado, earthquake, acts of God, the elements, or other casualty or catastrophe, as to render it wholly unusable for the purpose(s) allowed under this Agreement, County shall not be responsible for providing recreation programs or services at that Facility until repairs are made thereto to make them usable again for the intended purpose. If the Facility is damaged but not rendered wholly unusable by any such casualty, then County shall only be responsible for providing recreation programs and services consistent with intended use of the undamaged areas.

(s) City and County shall each maintain liability insurance covering the use of the Facility and the programs, services, and activities thereat in the amount of at least One Million Dollars ($1,000,000) per occurrence for any occurrence resulting in property damage, bodily or personal injury, or death in standard form generally in use in Georgia, with insurance companies authorized to do business in Georgia.

(t) All County personnel assigned under this Paragraph shall work under the sole direction of County and shall be assigned duties by County. County shall be under no duty or obligation to employ, retain, or transfer any past or present employee of the City, including any City recreation employees. The personnel and hours needed to administer the services provided for in this paragraph shall be in the County's sole discretion. County personnel assigned to perform work hereunder shall wear the uniform and drive the vehicle(s) as issued by County, if any.

(u) All County personnel assigned under this Paragraph are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary

functions. All County personnel assigned under this Agreement are and will continue to be part of the Glynn County chain of command structure.

(v) Except as specifically described in this Agreement, nothing contained herein shall alter the parties' recreation jurisdiction and responsibilities or other governmental authority or duties within the City.

(w) City warrants that it has good and insurable fee simple title in and to the Facility and there are no restrictions, encumbrances, or restrictive covenants on the Facility or in the title to the Facility that would prohibit or in any way restrict this Agreement or the programs or services to be provided by County under this Agreement. For purposes of this Agreement "good and insurable fee simple title" shall mean fee simple ownership which is free of all defects, claims, liens and encumbrances of any kind or nature whatsoever, including any that would prohibit this Agreement or in any way restrict or prohibit its terms and provisions or the enforcement thereof. A copy of the City of Brunswick's deed to the Facility is attached hereto as Exhibit "B". Title and ownership to the Facility and improvements thereon shall remain with the City during the term of this Agreement, and this Agreement shall not be construed to convey any title, ownership, or other interest (other than that specifically described and set forth herein) in and/or to the Facility to County.

(x) To the knowledge of City, there are no pending claims, administrative proceedings, judgments, declarations or orders, whether actual or threatened, relating to the presence of Pollutants or any Hazardous Substance on, in or under the Property; the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of Pollutants. To the extent any Pollutants or Hazardous Substances are discovered on, in, upon, or under the Facility, County shall not be responsible for, nor have any responsibility for the remediation or the costs or expenses thereof, for any Pollutants or Hazardous Substances that existed on, in, upon, or under the Facility as of the effective date of this Agreement or for any Pollutants or Hazardous Substances discovered on, in, upon, or under the Facility after the effective date of this Agreement to which County did not directly dispose or release upon, about or beneath the Facility. City shall retain responsibility and shall be solely responsible for any required remediation, remediation activities, and the costs and expenses thereof.

(y) The County and City agree that at least thirty (30) days prior to the start of the term of this Agreement, the County Administrator and City Manager will meet and confer to effect a smooth transition. City and County agree to cooperate with the County to the fullest extent necessary to fully effectuate the intent and purpose of this Paragraph and, City agrees to also make City personnel available to County, if necessary, to effect a smooth transition.

COMPENSATION AND CONSIDERATION

6. Compensation and Consideration.

(a) Pursuant to O.C.G.A. § 48-8-89(d)(2), Glynn County and the City of Brunswick were required to commence renegotiations for the distribution of the Local Option Sales Tax (hereinafter referred to as **"LOST"**) proceeds at the call of the county governing authority before July 1, 2012. By letter dated April 20, 2012, the Glynn County Board of Commissioners issued the call for LOST renegotiation proceedings to commence at an initial meeting between Glynn County and Brunswick on May 7, 2012. Following the commencement of renegotiation proceedings at the initial meeting on May 7, 2012, officials and representatives of Glynn County and Brunswick met again on June 4, 2012, and June 11, 2012, to discuss the LOST distribution, but failed to reach an agreement within 60 days as set forth in O.C.G.A. § 48-8-89(3). Glynn County and Brunswick submitted the dispute to mediation, and on August 31, 2012, officials and representatives of Glynn County and Brunswick met in an effort to reach a resolution of the dispute through mediation. The August 31, 2012, mediation resulted in a proposed resolution of the LOST distribution dispute, the details of which proposed that the County would receive 73% of the LOST proceeds and the City would receive 27% of the LOST proceeds, subject to the County providing the services described herein. The resolution proposed that the reduction from the existing percentage distribution be phased in over a three (3) year period.

(b) As part of this Agreement and for and in consideration of County providing the services hereunder, County and City hereby agree to the following renegotiated distribution and allocation of the Local Option Sales Tax (hereinafter referred to as **"LOST"**) proceeds, which new LOST distribution specifically takes into account the value of the services provided by the County hereunder. County and City agree that the County will receive 73% of the LOST proceeds and the City will receive 27% of the LOST proceeds. The reduction from the existing LOST distribution wherein the County receives 65% and the City receives 35% of the LOST proceeds will be phased in over a three (3) year period. County and City hereby approve and authorize the immediate execution of a Certificate of Distribution in the form of, and on the terms, conditions, and percentages set forth in the Certificate of Distribution attached hereto as Exhibit "E" and incorporated herein by reference. County and City hereby further authorize and direct the immediate delivery of such executed Certificate of Distribution to the Georgia Department of Revenue. The terms, conditions, and percentages set forth in the Certificate of Distribution attached hereto as Exhibit "E" shall remain effective and in place until December 31, 2022 (unless otherwise provided for under applicable law), or the parties negotiate a different and entirely new Certificate of Distribution and submit same to the Department of Revenue, whichever may be sooner. This Agreement is explicitly subject to and contingent upon both parties approving, executing, and submitting to the Georgia Department of Revenue a Certificate of Distribution in the form of, and on the terms, conditions, and percentages set forth in the Certificate of Distribution attached hereto as Exhibit "E".

(c) As additional and further consideration to the County for the services that it will provide pursuant to this Agreement, the County shall receive any and all fines received by the City for violations of the City's Animal Control Ordinance that were enforced by the County under this Agreement, any and all fees collected from and through animal control services provided under this Agreement, and any and all fees collected from the athletic and recreation programs and services provided by the County at the Facility, including fees received from Golden Isles Swimming, Inc. and any fees for the rental of the Facility, or any part thereof.

(d) County and City believe and agree that these sums to be provided to the County fairly and adequately compensate the County for the costs of the services provided by the County to the City hereunder. The County and City further agree that these sums are sufficient and adequate compensation and consideration from the City to the County for these services and are intended to be in relation and proportion to the value of the services that the County will be providing in the City hereunder. City agrees that the services to be provided by County to City under this Agreement provide a substantial benefit to the City.

MISCELLANEOUS

7. Mutual Cooperation. County and City shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

8. Representations and Warranties of the Parties. In furtherance of the public purposes of this Agreement, the County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

(a) Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq. To the knowledge of County and City, there are no actions, suits or proceedings pending or threatened against, by or affecting City or County which affect or which question the validity or enforceability of this Agreement or of any action taken by County or City under this Agreement, in any court or before any governmental authority, domestic or foreign.

(b) Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia, to include, without limitation, the Service Delivery Law. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of "new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

(c) No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or City (as the case may be) are a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Paragraph 8 shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this Agreement.

9. Revision to Service Delivery Strategy. This Agreement shall be deemed an approved mechanism under Section 36-70-2 of the Service Delivery Law for implementation of the Service Delivery Strategy, as amended. It shall be the joint responsibility of the County and City to submit to the Georgia Department of Community Affairs any and all revisions or amendments to said Service Delivery Strategy necessitated by this Agreement and the services contemplated herein.

10. Amendments, Etc. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the parties, shall in any event be effective unless the same shall be in writing and signed by the County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11. Assignment; Binding Effect. The rights and obligations of the parties under this Agreement are personal and may not be assigned without the prior written consent of the County and City. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

12. No Third-Party Beneficiaries. This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

13. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

14. Severability of Provisions. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

15. Construction; Exhibits. The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

16. Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, the parties are not and shall not be considered as joint venturers, partners, or agents of the other, and neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

17. Survival of Representations. All terms, conditions, covenants, representations, and warranties contained in this Agreement, or any certificate or other writing delivered pursuant hereto or in connection herewith, as well as the adoption of the Ordinance(s) contemplated herein shall survive any termination of this Agreement indefinitely (or for any lessor period as may be stated herein). The adoption of the Ordinance(s) contemplated herein shall also survive any termination of this Agreement until amended by the applicable governing authority.

18. Notices. Other than service request communications from the City Manager, or his/her designee, (and County responses thereto) pursuant to Paragraphs 3(l), 4(l), and 5(c), and except when specifically set forth otherwise herein, whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response and/or action to any notice, demand or request must be given and/or taken shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be. Either party shall have the right to change its address(es) for notice hereunder to any other location within Glynn County, Georgia by the giving of thirty (30) days written notice to the other party in the manner set forth hereinabove.

19. Governing Law. This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia, and the parties hereto agree that any action relating to, or arising out of, this Agreement shall be instituted and prosecuted in the courts of the County of Glynn, State of Georgia, and each party agrees to submit, and does hereby submit, to the personal and exclusive jurisdiction and venue of the said courts of the County of Glynn, State of Georgia.

20. Remedies.

(a) In the event of a breach or an attempted or threatened breach of any the provisions of this Agreement, the parties agree that the remedies at law available to enforce this Agreement would in all likelihood be inadequate, and therefore, the provisions of this Agreement may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of one of the parties hereto. The remedies herein are in addition to all other remedies available under law, provided, however, that nothing herein shall entitle either party to unilaterally terminate the Certificate of Distribution or this Agreement or seek the early termination of the Certificate of Distribution or the termination this Agreement as a result of a breach.

(b) Should any dispute of any kind whatsoever arise under or about this Agreement (including but not limited to disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken) and the parties are not able to work out such dispute amongst themselves, through mediation, and/or through expedited arbitration, as set forth and described in Paragraph 21 below, this agreement may not be terminated unless both parties agree, and the parties' sole and exclusive relief and remedy (absent mutual agreement to terminate, modify, amend the Agreement) for any dispute arising under this Agreement or for any breach of any term, provision, or covenant hereof shall be the enforcement of the provisions and terms of this Agreement by a mandatory or prohibitory injunction or decree of specific performance through a court in Glynn County having jurisdiction over such a dispute.

(c) Should County or City believe that the other party has breached, is breaching, has attempted or threatened to breach any of the provisions or terms of this Agreement, the non-breaching party, prior to seeking any judicial, administrative, or other formal enforcement of the provisions and terms of this Agreement must give notice of such breach and/or potential or possible breach to the other party and a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or possible breach. If the breach and/or potential or possible breach specified in such notice is cured within said thirty (30) day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or possible breach specified in such notice shall be deemed to exist.

(d) It is specifically acknowledged, understood, intended, and agreed that should such a dispute arise under this Agreement or should either party hereto believe that the other party has breached, is breaching, has attempted or threatened to breach any of the provisions or terms of this Agreement, renegotiation of a new Certificate of Distribution will not be required by either party hereto, nor will a new Certificate of Distribution be negotiated or required to be negotiated or filed with the Georgia Department of Revenue, unless both parties agree in writing to same.

21. Expedited Arbitration. In the event of a dispute regarding the parties' rights and responsibilities under this Agreement, or the interpretation or construction of the terms and conditions thereof, the dispute, upon agreement of both parties, may be submitted to binding expedited arbitration in accordance with the "Expedited Procedures of the Association" as set forth in the "Commercial Arbitration Rules" of the American Arbitration Association. Any arbitration under this paragraph shall be conducted in Brunswick, Georgia, by a single arbitrator who shall issue a reasoned award supported by a written opinion setting forth findings of fact and conclusions of law. Each party shall pay for its own fees and expenses of arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

22. Facsimile as Writing. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

23. Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

24. Recitals. The recitals contained on pages 1 and 2 of this Agreement are made a part of this Agreement and are incorporated herein by reference.

25. Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

26. Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

27. Execution of Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

28. Effective Date. The Agreement shall be effective and binding as of the date the County and the City have both approved and executed the same, and any reference to the "date of this Agreement," the "date hereof", the "effective date", or any similar phrase shall mean and refer to the later of the date of County's or City's execution of this Agreement, as indicated above their executions hereon. In this regard, the clerk for the County or City is authorized to insert such date (or dates which rely upon said effective date) into the body of this Agreement and any and all other certificates or other documents furnished in connection herewith.

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[Signatures Contained on Following Two Pages]

IN WITNESS WHEREOF, Glynn County, Georgia, and City of Brunswick, Georgia, have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

Executed by Glynn County, Georgia this 5th day of November, 2012.

GLYNN COUNTY, GEORGIA:

(SEAL)

By: _____
Richard Strickland, Chairman
Glynn County Board of Commissioners

Attest: _____
Cindee Overstreet, County Clerk

Address for notices:

Glynn County, Georgia
Attn: Chairman
1725 Reynolds Street, Suite 302
Brunswick, Georgia 31520
Telephone Number: 912-554-7400
Facsimile Number: 912-554-7596

With a copy to:

County Attorney
Glynn County, Georgia
701 "G" Street, 2nd Floor
Brunswick, Georgia 31520
Telephone Number: (912) 554-7470
Facsimile Number: (912) 554-7597

[Signatures Continue on Following Page]

[Signatures Continue from Previous Page]

Executed by the City of Brunswick, Georgia, this 1st day of November, 2012.

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

By: _____
Bryan Thompson, Mayor
City of Brunswick

Attest: _____
Naomi Atkinson, City Clerk

Address for notices:

If to City of Brunswick, Georgia:

City of Brunswick, Georgia
Attn: Mayor
City Hall
601 Gloucester Street
Brunswick, Georgia 31320
Telephone Number: (912) 267-5529
Facsimile Number: (912) 267-5549

With a copy to:

City Attorney
City of Brunswick, Georgia
Post Office Box 550
Brunswick, GA 31521-0550
Telephone Number: (912) 264-0848
Facsimile Number: (912) 264-6299

EXHIBIT "A"

[City of Brunswick Traffic Signal Inventory List]

EXHIBIT "A"

	DOT MAINTAINED FOR CITY
S30	17 & PARKWOOD DR
S31	17 & GLOUCESTOR
S32	17 & SSI TORRAS CAUSEWAY
S33	WARDE ST & SSI TORRAS CAUSEWAY
S34	MLK BLVD & GLOUCESTOR ST
S35	GLOUCESTOR & ALBANY ST
S36	GLOUCESTOR & NORWICH ST
S37	GLOUCESTOR & UNION ST
S38	GLOUCESTOR & REYNOLDS ST
S39	GLOUCESTOR & NEWCASTLE ST
S40	ALTAMA & CYPRESS MILL RD
S41	COMMUNITY & ALTAMA
	DOT MAINTAINED FLASHER FOR CITY
S42	FOURTH ST & NEWCASTLE ST

	CITY OF BRUNSWICK MAINTAINED
C1	ALTAMA & GLYNN ISLES
C2	
C3	ALTAMA & JANE MACON SCHOOL
C4	ALTAMA & FOURTH ST
C5	HAMPTON & FOURTH ST
C6	HAMPTON & PARKWOOD DR
C7	PARKWOOD & ALTAMA
C8	NORWICH & FIRST ST
C9	NORWICH & FOURTH ST
C10	MLK BLVD & R ST
C11	MLK BLVD & L ST
C12	MLK BLVD & G ST
C13	L ST & COOK ST (aka K ST @ Hercules)
C14	NORWICH & G ST
C15	NEWCASTLE & MONCK ST
C16	NEWCASTLE & F ST
C17	NORWICH & L ST
C18	ALBANY & G ST
C19	ALBANY & L ST
C20	
	Blue lettering is bulbs

	FLASHERS FOR CITY OF BRUNSWICK
C23	STONEWALL & L ST
C24	HAMPTON & WILDWOOD DR
C25	FIRST & REYNOLDS
C26	F ST & UNION ST
C27	F ST & REYNOLDS ST
C28	CLEBURNE ST & R ST
C29	G ST & GOODYEAR AVE
	CROSSWALK LIGHTS FOR CITY
	PARKWOOD IN FRONT OF HOSPITAL

EXHIBIT "B"

[City of Brunswick's Deed to Howard Coffin Park, which includes the property where the pool complex, program space, athletic fields, soccer field, tennis courts, playground, *and building with the gymnasium are located]*

Witnesseth: Whereas, Miss Sammie E. Myddleton died intestate leaving as a part of her estate the property herein conveyed; and

Whereas, the parties of the first part are the sole heirs-at-law of the said Miss Sammie E. Myddleton, deceased; all of whom are sui juris:

Now, Therefore, the said parties of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other things of value in hand paid, receipt of which is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do hereby grant, bargain, sell, alien, convey, and confirm unto the party of the second part, his heirs and assigns, all the following described property, to-wit:

All that lot, tract, or parcel of land situate, lying and being in said State and County and in the City of Brunswick, therein, known and described according to the map and plan of said City made by P. J. Torras, C. E., in 1931, as the Northeast one-fourth (N.E. 1/4) of Old Town Lot Number Five Hundred Fifty-Six (556), with all improvements thereon.

To have and to hold the said above granted and described property, with all and singular rights, members and appurtenances thereunto appertaining to the only proper use, benefit, and behoof of the said party of the second part, his heirs, executors, administrators and assigns, in fee simple; and the said parties of the first part, their heirs, executors, administrators and assigns, and against all and every other person or persons, shall and will and does hereby warrant and forever defend by virtue of these presents.

In witness whereof the said parties of the first part have hereunto set their hands and affixed their seals and delivered these presents the day and year above written.

Signed, sealed and delivered by Miss Eva Myddleton and Mrs. Clifford M Harris in the presence of:
R.R. Sherman
A. M. Harris
Notary Public, Glynn County, Ga.
(Notarial Seal)

Miss Eva Myddleton (LS)

Mrs. Clifford M. Harris (LS)

Signed, sealed and delivered by Mrs. Ruth M. Harris in the presence of:
A. M. Brock
J. S. Aokis
Notary Public
Notary Public, State of Florida at Large
My commission expires May 4, 1945
Bonded by American Surety Co. of N.Y.
(Notarial Seal)

Mrs. Ruth M. Harris (LS)

U.S. Internal Revenue Stamps: $1.10

Recorded this 28th day of October, 1943

Clerk.

5-J/365

STATE OF GEORGIA, COUNTY OF GLYNN.

THIS INDENTURE, made and entered into on this 4th day of August, 1943, by and between THE CITY OF BRUNSWICK, a municipal corporation of Georgia, located in Glynn County therein as Grantor and ALFRED W. JONES of Glynn County, Georgia, as Grantee;

WITNESSETH, that WHEREAS the Grantor did hold title to the real estate hereinafter described, and did by ten days advertisement invite bids for the property, which advertisement appeared and was published in the BRUNSWICK NEWS, a newspaper having a general circulation in said City and County, for ten days prior to the 2nd day of August, 1943; and WHEREAS, said Grantee submitted a bid of Two Thousand and no/100 dollars ($2,000.00) for said property before 5 P.M. on the 2nd day of August 1943, and WHEREAS, said bid of said Grantee was the highest and best bid submitted; and WHEREAS, at the meeting of the Commission of the City of Brunswick, held on the 4th day of August, 1943, the bid of Two Thousand and no/100 dollars, cash offered for the property hereinafter described, by the Grantee herein, which bid was more than one-half of the assessed value of said property, was considered and the

Commission did unanimously agree to accept the said bid of the said Grantee;

NOW, THEREFORE, for and in consideration of the premises and the payment of the amount of the aforesaid bid in cash by said Grantee, the said Grantor does hereby grant, bargain, sell, alien, and convey unto the said Grantee, his heirs, successors and assigns, all of the Grantor's right, title, equity and interest in and to the following real estate, to-wit:

All of that certain tract, lot or parcel of land in the City of Brunswick, Glynn County, Georgia, which is known, numbered and distinguished according to the map of the plan of the said City of Brunswick, as A portion of City-owned marsh land fronting on the waterways known as Back Landing and Clubbs Creek, and extending from the northern line of London Street, proceeding northerly along said Back Landing and Clubb Creek approximately one thousand and three hundred (1300) feet to what is known as "Old Dump Fill", and extending west of the mentioned waterways a sufficient distance to obtain an area of twenty (20) acres.

TO HAVE AND TO HOLD the said above described and hereby conveyed tract of land with all and singular its rights, members, easements, appurtenances and hereditaments to the only proper use, benefit and behoof of the said Grantee, his heirs, executors, administrators and assigns, in fee simple.

IN WITNESS WHEREOF, under and by virtue of a resolution duly and unanimously adopted by the Commission of the City of Brunswick on the 4th day of August, 1943, the Mayor and the Secretary of the Commission of said City, in the name and behalf of the City of Brunswick, have hereunto set the hand and corporate seal of said City, and delivered these presents on this the day and year first above written.

Signed, sealed and delivered
in the presence of:

E.M.Stephens
C.P.Dusenbury
Notary Public, State of Georgia, at Large
(Notarial Seal)

THE CITY OF BRUNSWICK
By J. Hunter Hopkins, Its Mayor

Attest: Hugh Burford
Secretary to the Commission

(Seal of City)

Recorded this 28th day of October, 1943

Clerk.

5-J /366

GEORGIA, GLYNN COUNTY.

A CONVEYANCE, made this October 19, 1943, from Alfred W. Jones of Glynn County, Georgia, as the First Party, to the City of Brunswick, a municipal corporation of Georgia, located in Glynn County, Georgia, as the Second Party, WITNESSETH:

For and in consideration of the sum of Two Thousand Dollars ($2,000.00) cash to him in hand paid at and before the sealing and delivery of these presents, the receipt of which is confessed, the First Party hereby grants, bargains, sells and conveys unto the said Second Party, its successors and assigns, the following described real property, to-wit:

All of that certain tract, lot or parcel of land in the City of Brunswick, Glynn County, Georgia, which is known, numbered and distinguished according to the map of the plan of said City of Brunswick, as a portion of City-owned marsh land fronting on the waterways known as Back Landing and Clubbs Creek, and extending from the northern line of London Street, proceeding northerly along said Back Landing and Clubbs Creek approximately one thousand and three hundred (1300) feet to what is known as "Old Dump Fill", and extending west of the mentioned waterways a sufficient distance to obtain an area of twenty(20) acres.

TO HAVE AND TO HOLD the said bargained and above described and hereby conveyed real property, together with the tenements and hereditaments, the remainders and reversions, the houses, outhouses and buildings, and the rights, members and appurtenances to the same in

any way belonging or in any wise appertaining, unto the said Second Party, its successors and assigns, forever and in fee simple.

IN WITNESS WHEREOF, the First Party has hereunto set his hand, affixed his seal and delivered these presents on this the day and year first above written.

Signed,sealed and delivered in the presence of:
F. M. Scarlett
Julia M. Dart
Notary Public,Glynn County,Georgia
(Notarial Seal)

Alfred W. Jones (SEAL)

Recorded this 28th day of October,1943

Clerk.

STATE OF GEORGIA, COUNTY OF GLYNN.

THIS INDENTURE, Made and entered into on this the 15 day of October, 1943, by and between Union Realty Corporation, a corporation organized and existing under the laws of the State of Georgia and having its principal office in the County of Glynn therein, as party of the first part, and Mrs. Wilma Levine, of Glynn County, State of Georgia, as party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Hundred and Twenty and no/100 Dollars ($120.00) to it in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey, unto the said party of the second part, heirs, executors, administrators, and assigns, the following described property, to-wit:

All of that certain tract, lot, or parcel of land situate, lying and being in Glynn County, Georgia, and in the City of Brunswick therein, and in that portion of said City known as "New Town", and identified upon the map of said City made by J. Lee Zachery, Civil Engineer, in the year 1912, as the New Town Lot Number Fifteen Hundred and Sixty-Five (1565).

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being , belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of Mrs. Wilma Levine, the said party of the second part, her heirs, executors, administrators, and assigns, in fee simple.

And the said party of the first part, its successors and assigns, the said bargained premises unto the said party of the second part, her heirs, executors, administrators, and assigns, against said party of the first part, its successors and assigns, and all and every person or persons, shall and will warrant and forever defend by virtue of these presents.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused its corporate name to be signed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed on this the day and year first above written.

Signed,sealed and delivered in the presence of:
David Gordon
Christine Gardner
Notary Public,Georgia State at Large
(Notarial Seal)

UNITED REALTY CORPORATION(LS)
By J. B. Avera
President
Attested: A.A.Nathan
Secretary
(Seal of Company)

554

Recorded this 28th day of October,1943

Clerk.

The property herein conveyed is designated upon the map above referred to as the Westerly five (5) feet of a fifteen (15)foot alley, a forty-five (45) foot street, and a twenty (20) foot alley and this conveyance is made in accordance with a resolution adopted by the Commission of the City of Brunswick at regular meeting on the 15th day of February 1950. The property herein conveyed is dedicated to the public use as alleys and streets as set forth upon the map above referred to and is so accepted by the City of Brunswick.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, successors, executors and administrators in fee simple.

AND THE SAID PARTY OF THE FIRST PART, his heirs, executors and administrators, the said bargained, the said bargained premises unto the said party of the second part, successors, executors, administrators and assigns, against said party of the first part, his heirs, executors and administrators, and all and every other person or persons shall and will warrant and forever defend by virtue of these presents.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand, affixed his seal and delivered these presents on this the day and year first above written.

Signed, sealed and delivered
in the presence of:
L. P. Stephens
C. F. Dugenbury
Notary Public, Glynn County, Georgia
(Notarial Seal)

Claude Cohoon (L.S.)

Recorded this 10 day of December, 1955.

Clerk.

QUITCLAIM DEED 7-X/11

Contract No. M(300) 20
Project No. Ga. 9-143-F
Recreation Facilities
Brunswick, Georgia

THIS DEED, made this 11th day of January, 1952, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting by and through the Housing and Home Administrator (hereinafter called the "Administrator") and the City of Brunswick, Georgia, a corporation of the State of Georgia (hereinafter called the "Grantee"), WITNESSETH:

WHEREAS, pursuant to the provisions of Title II of Public Law No. 849, 76th Congress, approved October 14, 1940, as amended, the Government constructed and acquired certain recreation facilities, hereinafter described, located in the City of Brunswick, Georgia, known as Project No. Ga. 9-143-F; and

WHEREAS, the Governing Body of the City of Brunswick deems it advisable and in the best interest of the inhabitants of said City to purchase said facilities; and

WHEREAS, pursuant to the provisions of Title III of said Act, approved October 14, 1940 as amended, the Government, acting by and through the Administrator, finds it to be in the public interest to sell said facilities to the City under the terms hereof;

NOW, THEREFORE, in consideration of the sum of Four Thousand Three Hundred Forty-four and No/100 Dollars ($4,344.00) the Government does hereby transfer and forever quitclaim unto said Grantee, without warranty, express or implied, all of the Government's right, title and interest in and to said recreation facilities and to the lands being used in connection with the operation thereof, with the improvements and appurtenances thereunto belonging, located in the City of Brunswick, State of Georgia more particularly described as follows:

The following described real property in the City of Brunswick, Glynn County, Georgia, to-wit:

Beginning at a point on the east side of Lanier Boulevard, said point being S.6C degrees 47' E. 115.C feet from a post marking the intersection of the northern line of Holly Avenue with the west line of Lanier Boulevard; thence S. 22 degrees 12'-34" E. along the east right of way line of Lanier Boulevard 130.C feet to a point approximately 20 feet north of an open drainage ditch; thence N. 86 degrees 16'-26" E., paralleling said drainage ditch, 1071.6 feet to a point; thence northerly 6C degrees 06'-34" W. 92.C feet to a point; thence northerly and westerly following the line of a curve with a radius of 486.44 feet, 571.2 feet to a point; thence S. 72 degrees 37'-26" W. 567.7 feet to the point of beginning. Containing five and two-tenths (5.2) acres, more or less.

AND for the consideration aforesaid the Government hereby sells, transfers and assigns to the City, without warranty, express or implied, the furnishings and equipment comprising a part of the said Recreation Facilities and described in an inventory thereof, marked "Exhibit A", Project No. Va. 9-1H3-F, copies of which are held by both the Government and the City.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by the Housing and Home Finance Administrator and the seal of the Housing and Home Finance Agency to be hereunto affixed the day and year first above written.

(SEAL)

UNITED STATES OF AMERICA
By: Raymond M. Foley
Housing and Home Finance Administrator

ATTEST:
Emily A. Aaron
Attesting Officer
Office of the Administrator
Housing and Home Finance Agency
WITNESS:
(1) Martha Olszewski
(2) Irene Gerson
Notary Public District of Columbia

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA) SS

I, the undersigned, a Notary Public in and for the District of Columbia, and as such officer authorized to take acknowledgments of deeds, DO HEREBY CERTIFY that Raymond M. Foley Housing and Home Finance Administrator, personally known to me to be the person and officer whose name is subscribed to the foregoing instrument, appeared before me and acknowledged the said instrument to be his free act and deed in his said capacity and the free act and deed of the said United States of America for the purposes therein expressed, and that the seal thereto affixed is the seal of the Housing and Home Finance Agency.

IN WITNESS WHEREOF, I have hereunto set my hand andaffixed my official seal in Washington D.C., this 11th day of January, 1952.

(Notarial Seal)
My commission expires 2/28/56

Irene Gerson
Notary Public
District of Columbia

Serial A 1912 District of Columbia
TO All Whom These Presents Shall Come, Greeting:

I Certify that Irene Gerson whose name is subscribed to the accompanying instrument, was at the time of signing the same a Notary Public in and for the District of Columbia and duly commissioned and authorized by the laws of said District of Columbia to take the acknowledgment and proof of deeds or conveyance of lands, tenements or hereditaments and other instruments in writing to be recorded in said District, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signing and impression of seal thereon are genuine, after comparision with signature and impression of seal on file in this office.

IN WITNESS WHEREOF, the Secretary of the Board of Commissioners of the District of Columbia, has hereunto caused the Seal of the District of Columbia to be affixed at the City of Washington, D.C., this 17th day of January, 1952.

(D. C. SEAL)
By J. W. West
Asst. Secretary, Board of Commissioners

I. F. Thornett
Secretary, Board of Commissioners.

Recorded this the 10 day of December, 1955.

Clerk.

11-V/552

STATE HIGHWAY DEPARTMENT OF GEORGIA
RIGHT OF WAY ABANDONMENT

STATE OF GEORGIA
COUNTY OF FULTON

WHEREAS, on the 1st day of January, 1953 and on the 4th day of August, 1954, the City of Brunswick, Georgia conveyed by right of way deeds to the State Highway Department of Georgia a certain portion of land on State Route No. 25 in Glynn County, Georgia, described as follows:

So much land in the 26th G.M. district of said County as to make a right of way for said road as surveyed and measured from the Center line of the Highway location, Station 59+22 to Station 148+54 and Station 100+60 to Station 109+10 a strip varying in width, containing 120.6456 acres.

Said deeds are recorded in Book 7-G and 7-O Page 444 and 335 respectively in the office of the Clerk of the Superior Court of Glynn County and is made a part of the description by reference.

WHEREAS, under the terms of said right of way deeds there was a condition or representation that in the case the right of way is abandoned as a highway location, the same shall revert to the property from which it is taken, and

WHEREAS, the State Highway Department of Georgia has determined that 27.784 acres mor or less, of the above described tracts of land, Station 89+70 to Station 109+10 as shown in red on the attached plat dated F.Y. 1952, Rev. February 4, 1960 marked Exhibit "A", be abandoned for highway location and allowed to revert to the property from which it was taken.

NOW, THEREFORE IT IS SO ORDERED that the above described property is hereby abandoned by the State Highway Department of Georgia and the same shall revert to the property from which it was taken, and that neither the State Highway Department of its assigns, or any other person or persons claiming under said deeds shall exercise any further claim, demand, right or title to the aforesaid property by reason of said right of way deeds of the 1st day of January, 1953 and 4th day of August, 1954, by which this property was originally conveyed to the State Highway Department.

This 12th day of March, 1964.

Approved as to form this
12 day of March, 1964.

Richard R. Cronberg
ASSISTANT ATTORNEY GENERAL

RECOMMENDED:

M. L. Shadhurst
State Highway Engineer

STATE HIGHWAY DEPARTMENT OF GEORGIA

BY [signature]
DIRECTOR

Signed, sealed and delivered in the presence of:

[signature]

[signature]
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Oct. 23, 1964

Exhibit "A"
553
Median ℄
S.B. Lane ℄
N.B. Lane ℄
℄ Prince St 41+54
℄ London St 46+94.5
Reqd R/W
West Side Hydraulic Barrow Pit
9.153 Acres
Brunswick Ga.
18.631 Acres
R/W Reqd to Edge Rdwy
Glynn County
GA Game & Fish Comm.
Reqd R/W
40
45
50
55
60
85
105

13-M/416

STATE HIGHWAY DEPARTMENT OF GEORGIA
RIGHT OF WAY ABANDONMENT

STATE OF GEORGIA
COUNTY OF FULTON

WHEREAS, on the 20th day of January, 1953, the City of Brunswick conveyed by right of way deed to the State Highway Department of Georgia a certain portion of land on State Route No. 25 in Glynn County, Georgia, described as follows:

So much land in the 28th Georgia Militia District of said County as to make a right of way for said road as surveyed and measured from the Center line of the Highway location, Station 59+22 to Statin 148+54 a strip containing 102.0146 acres.

Said area conveyed by the aforementioned deed is recorded in Book 7-Q Page 444 in the office of the Clerk of the Superior Court of Glynn County and is made a part of the description by reference.

WHEREAS, under the terms of the said right of way deed there was a condition or representation that in the case the right of way is abandoned as a highway location, the same shall revert to the property from which it is taken, and

WHEREAS, the State Highway Department of Georgia has determined that 18.834 acres more or less, of the above described tract of land, Station 104+50 to Station 134+62 as shown in red on the attached plat dated August 4, 1966, marked Exhibit "A", be abandoned for highway location and allowed to revert to the property from which it was taken.

NOW, THEREFORE, IT IS SO ORDERED that the above described property is hereby abandoned by the State Highway Department of Georgia and the same shall revert to the property from which it was taken, and that neither the State Highway Department or its assigns, or any other person or persons claiming under said deed shall exercise any further claim, demand, right or title to the aforesaid property by reason of said right of way deed of the 20th day of January, 1953 by which this property was originally conveyed to the State Highway Department.

This 10 day of August, 1966.

Approved as to form this 10 day of August, 1966.

ASSISTANT ATTORNEY GENERAL

RECOMMENDED:

State Highway Engineer

STATE HIGHWAY DEPARTMENT OF GEORGIA

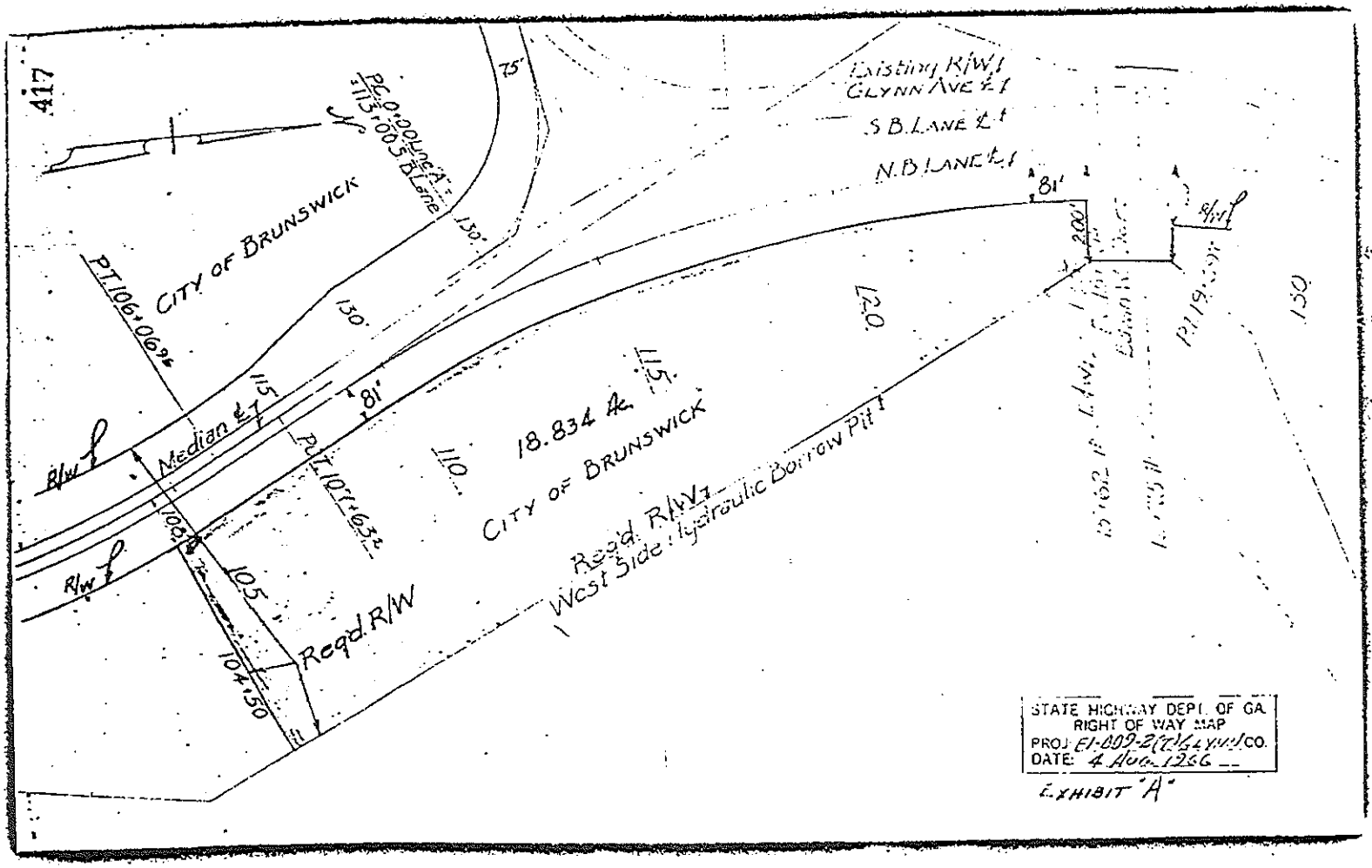
BY

DIRECTOR

Signed, sealed and delivered in the presence of:

Notary Public, Georgia, State at Large
My Commission Expires May 24, 1970

Notary Public



Recorded 8-23-66

EXHIBIT "C"

[Description and Depiction of the Facility (i.e. City of Brunswick's Howard Coffin Park, which includes a building with a gymnasium, pool complex, program space, athletic fields, soccer field, tennis courts, and playground*]*

1 inch = 150 feet

0 50 100 200 300 Feet

Howard Coffin Park

Exhibit C

The "Facility"

Source: 2007 Glynn County Orthoimagery

Author: HKev

EXHIBIT "D"

[Memorandum of Understanding, as amended, between City of Brunswick and Golden Isles Swimming, Inc.]

AMENDED MEMORANDUM OF UNDERSTANDING REGARDING USE OF HOWARD COFFIN POOL BY GOLDEN ISLES SWIMMING INC.

The City of Brunswick (hereinafter "City"), a Georgia municipal corporation, and Golden Isles Swimming, Inc. ("GISI"), a non-profit corporation formed under the laws of the State of Georgia, have agreed to the following terms and conditions of use of the City's Aquatic Center/pool by GISI and desire to memorialize said terms and conditions by way of this Memorandum of Understanding ("MOU").

1. In consideration of payment by GISI of the lane fees established below, the City will allow GISI use of the pool located at the Howard Coffin Park Aquatic center for practice swimming and for swim matched or meets at times to be determined by the parties from time to time, subject to approval by the City Manager.

2. Lane fees, payable in advance on the first day of each month, shall be three thousand dollars ($3,000.00) for the months of May through September, except the fee shall be reduced to one thousand five hundred dollars ($1,500.00) for the months of October through April during which heaters are utilized to warm the water for cool weather swimming. The first $3,000.00 payment shall be due no later than at the time of signing by the latter of the two parties to execute this MOU. If GISI use of the pool had commenced at the time of execution of this Memorandum, the monthly payment shall be due at the time of signing for all months already used, and for parts of any months of use on a pro rata basis.

3. Lane usage and hours of availability shall be established in accordance with a schedule agreed upon by the Recreation Department Director and GISI subject to approval by the City Manager. Changes to the schedule shall require City Manager approval.

4. GISI shall provide, at no expense to the City, all necessary and appropriate adult supervision, coaching and lifeguards sufficient to comply with Swim USA guidelines, with state or local law, and with American Red Cross guidelines applicable to SUSA activities. GISI shall inform all members, guests, and all parents/guardians of minor swimmers that the City does not provide lifeguards, which are the responsibility of GISI to provide.

5. GISI shall maintain general liability coverage for itself, its officers, its directors and its members in at least the following amounts:

   Bodily Injury and Property Damage Combined, with no less than $2,000,000.00 limit of liability for each occurrence and annual aggregate limit of liability of no less than $4,000,000.00; Personal Injury and Advertising Injury of no less than $1,000,000.00 per

occurrence and an annual aggregate limit in the same amount; Damage to Rented Premises (the City's Howard Coffin Aquatic Center) coverage not less than $100,000.00 applicable to the use of this facility; and an annual aggregate limit of coverage of not less than $4,000,000.00.

Said liability insurance shall cover the City of Brunswick, its employees and officials as Named Additional Insureds. GISI shall provide City with documentation of GISI's general liability insurance coverage, including the aforementioned Additional Named Insured status, at the inception of this agreement, a copy of which is attached hereto as Exhibit "B," and shall provide documentation that at least the same continuing coverage is in place upon request thereafter by City. Documentation of annual renewal of coverage (or procurement of replacement coverage) shall be provided each year.

6. GISI agrees to and shall indemnify and hold harmless the City, its staff, agents, officials and employees, from and against all claims, suits, liability, loss, damages, obligations, expenses, and costs, including reasonable attorneys fees, because of or arising out of bodily injury or other personal injury, or property damage, related to GISI's use of the pool and related facilities, unless such injury or damage was caused solely by the negligence of the City or its officials, servants, agents or employees. GISI agrees that the City of Brunswick, its employees and officials, shall be named as parties released by and benefitted by the terms of any liability release or similar waiver or indemnification form GISI has signed by or obtains from its members, participants, or others involved in its (GISI's) activities at the City facility, including practice, swim matches or meets, fundraising events or other activities.

7. GISI officers and adult members, coaches, and parent supervisors shall have the obligation to inspect the premises and familiarize themselves with the facilities, as to layout, condition and safe operation. If GISI or its members become aware of any danger, hazard or unsafe condition associated with the pool or related facilities, they shall promptly notify the City Manager of any bodily injury sustained by any person at the Aquatic Center.

8. COB shall maintain the pool and facilities, including lighting, restrooms, janitorial (except clean-up following GISI events), water conditioning/chemical treatment (except heating cost), and other general maintenance and repairs of the pool and surrounding areas of the Aquatic Center to be used by GISI.

9. Because USA Swimming is a year-round activity, GISI has acquired heating units to maintain an appropriate water temperature at its (GISI's) cost. When heating equipment is e used, all costs of acquisition, installation, operation (including increased utility/energy

usage), and related maintenance shall be borne by GISI. GISI shall determine the schedule for heater use, and shall be provided a monthly statement as to the energy/power cost. This monthly cost shall be reimbursed to the COB by GISI within thirty (30) days following GISI's receipt of each monthly statement. For the first year of operation under this MOU, the heaters, if any be installed, shall be considered fixtures, and may not be removed by GISI without the express permission of the City Manager, subject to such terms as he may communicate in writing to GISI. At any time after the first year of operation under this MOU, GISI may at the time of GISI's termination of this contract (MOU), at its option, remove any heaters it may have installed and take the heaters with GISI without payment to the City for the value of the heaters, so long as this can be done without damage to the City pool facility. GISI aggress that it will indemnify the City for any damages to the pool resulting from its removal of the heaters.

10. City may operate a food, beverage and/or sundries (e.g., sunscreen, visors, etc.) sales window or kiosk or vending area at times and under conditions subject to City's discretion.

11. GISI may operate a food, beverage and sundries concession on days of GISI matches using goods provided by GISI and using GISI volunteers or staff as salespersons. the cost of such concessions shall be borne by GISI and all proceeds thereof shall belong to GISI

12. This MOU shall become effective the 1st day of April, 2012, and shall remain effective until the end of the day, March 30, 2013, unless earlier terminated. If written notice of termination is not provided by one party to the other at some point during the thirty (30) days preceding March 30, 2013 (the "renewal date"), the MOU shall stand automatically renewed upon like terms for an additional one year period. The same process of notice of termination or automatic renewal shall thereafter be applicable on an annual basis.

13. This MOU is subject to early termination (that is, prior to the normal "renewal date" or the renewal date for any subsequent [renewed] period) by either party by providing the other party with a written notice of intent to terminate. The written notice shall be effective one hundred twenty (120) days following delivery of same to the other party. Delivery shall be considered accomplished upon placing the notice in the United States Mail, addressed as set forth herein, with adequate postage, for delivery by registered or certified mail. The

notice may also be hand delivered to any officer of GISI if directed to GISI or hand delivered to the Mayor or City Manager if directed to the City.

14. Apart from scheduled practice, matches and other GISI events, the pool and other Aquatic Center facilities shall be available to members of GISI at the same times and upon the same terms and conditions as are applicable to the general public.

15. This MOU constitutes the entire and complete agreement of the parties and shall not be modified or amended without the written agreement of both parties.

16. The laws of the State of Georgia shall control this agreement and any dispute arising out of it.

SO AGREED this 1 day of April, 2012.

Golden Isles Swimming, Inc.

By: _____
Karen M. Parks, Co-President

By: _____
Terry Graff, Co-President

City of Brunswick

By: _____
Bryan Thompson, Mayor

Attest: _____
Naomi Atkinson, Clerk

EXHIBIT "E"

[Form of Local Option Sales Tax Certificate of Distribution]

EXHIBIT "E"

CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Glynn County hereby certify that the proceeds of the Joint County and Municipal Sales and Use tax generated in such district shall be distributed by the State Revenue Commissioner as follows for the distributions occurring after January 1, 2013 and ending December 31, 2013:

City of Brunswick shall receive 32.33 %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

County of Glynn shall receive 67.67 %

As follows for the distributions occurring after January 1, 2014 and ending December 31, 2014:

City of Brunswick shall receive 29.67 %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

County of Glynn shall receive 70.33 %

As follows for the distributions occurring after January 1, 20__ and ending December 31, 20__:

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

County of _____ shall receive _____ %

And as follows for the distributions occurring after January 1, 2015 and ending at such time as a new certificate shall be executed as provided in said Act:

City of Brunswick shall receive 27.00 %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

City of _____ shall receive _____ %

County of Glynn shall receive 73.00 %

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____ 20 ___.

_____
MAYOR OF THE CITY OF Brunswick

_____
CHAIRMAN BOARD OF COMMISSIONERS OF Glynn County

_____
MAYOR OF THE CITY OF

Glynn COUNTY

_____
MAYOR OF THE CITY OF

_____
MAYOR OF THE CITY OF

_____
MAYOR OF THE CITY OF