

CITY OF BRUNSWICK

601 Gloucester Street * Post Office Box 550 * Brunswick * Georgia * 31520-0550 * (912) 267-5500 * Fax (912) 267-5549

Cosby H. Johnson, Mayor
Felicia M. Harris, Mayor Pro Tem
Kendra L. Rolle, Commissioner
Lance Sabbe, Commissioner
Gwen Atkinson-Williams, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

BRUNSWICK CITY COMMISSION REGULAR SCHEDULED COMMISSION MEETING WEDNESDAY, SEPTEMBER 18, 2024 AT 6:00 P.M. 1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. Adoption September 18, 2024, Regular Scheduled Meeting Agenda.

APPOINTMENT(S)

2. Board:

1) Tree Board – One Appointment

PUBLIC HEARING – NEW ALCOHOL BEVERAGE LICENSE(S) (A. Brown)

- 3.

New Alcohol License(s)			
Name of Business	Business Owner/Manager	Business Address	Permit Type
H & H Mini Mart	Owner: Mitulkumar Patel	1603 L Street	Retail sale of beer and wine

UPDATE(S)

4. Permitting Process.
5. Economic Development Department.
6. Transit. (J. Hunter)

ITEM(S) TO CONSIDER FOR APPROVAL

6. Consider Approval of September 4, 2024, Regular Scheduled Meeting Minutes and September 9, 2024 Special Called Meeting. (subject to any necessary charges.) (N. Atkinson) **Encl. 1**
7. Consider Approval of Financial Reports as of July 31, 2024. (R. McDuffie) **Encl. 2**
8. Consider Approval of Resolution for the Georgia Department of Transportation/Federal Transit Administration 5307 FY 26 Transit Funding Application. (J. Hunter) **Encl. 3**

CITY ATTORNEY'S ITEM(S)

8. Consider Approval of an Easement with Georgia Ports Authority. **Encl. 4**

EXECUTIVE SESSION

“Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator Rick Charnock at 912-267-5572 or email rcharnock@cityofbrunswick-ga.gov . Please give at least 48 hours’ notice to allow the city to make reasonable accommodations for those persons(s).”

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, SEPTEMBER 4, 2024
AT 6:00 P.M.**

**1229 NEWCASTLE STREET, 2nd FLOOR
&**

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro Tem Felicia Harris,
Commissioner Kendra Rolle, Commissioner Lance Sabbe and Commissioner Gwen
Atkinson-Williams

CALL TO ORDER: Mayor Johnson - *meeting began at 6:00 p.m.*

INVOCATION: Mayor Johnson

PLEDGE OF ALLEGIANCE: Recited in unison by all in attendance.

APPROVAL OF AGENDA

1. Adoption September 4, 2024, Regular Scheduled Meeting Agenda.

Commissioner Sabbe made a motion to approve the above-subject agenda; seconded by Mayor
Pro Tem Harris. Motion passed unanimously.

PUBLIC COMMENT - There was no one scheduled to address the commission.

RECOGNITION(S), PRESENTATION(S), & AWARD(S)

2. Proclamation Presentation to Daniela Rodriguez and Eduardo Delgado Recognizing the
Month of September as National Hispanic Heritage Month.
Proclamation accepted with gratitude.
3. Proclamation Presentation to Brittany Cleveland Recognizing September 14, 2024, as City of
Brunswick Community Wellness Day.
Proclamation accepted with gratitude.
4. Plaque Presentation to Thomas “Tommy” Dixon for His Retirement with Code Enforcement
After 26 Years of Service and Gregory Post for His Retirement with the Brunswick Police
Department After 33 Years of Service. (*J. Hunter & J. Bergquist*)
Plaques presented were accepted with gratitude.

PUBLIC HEARING(S) – LAND USE

5. Petition No. 24-02; from Michael Torras, Atlantic Southeast Enterprises Owner, Petitioning to
Rezone 1 Torras Landing from Basic Industrial to Mixed-Use City Core Historic District. (*J.
Hunter*)

Planning, Development, and Codes Director John Hunter gave a presentation on the
above-referenced rezoning petition. He reported that city staff and the Planning and Appeals
Commission recommended approval of the rezoning request.

Following questions and discussion from the commission:

Mayor Johnson opened the floor for anyone to speak in favor or opposition of the above-request
for Rezoning.

The following individuals addressed the commission:

1) Michael Torras, Atlantic Southeast Enterprise, owner, responded to questions from the commission.

2) Julie Martin, 8 Hanover Square In Favor

3) Mary Helen Turner, 917 Egmont Street In Favor

Commissioner Sabbe made a motion to approve the above-referenced rezoning petition, with the conditions recommended by the Planning and Appeals Commission.

Motion failed due to lack of a second.

Mayor Pro Tem Harris made a motion to table the above-referenced item until September 18, 2024 commission meeting; seconded by Commissioner Atkinson-Williams. Motion passed by a vote of 4 to 1, with Commissioner Sabbe opposing.

ITEM(S) TO CONSIDER FOR APPROVAL

6. Consider Approval of August 21, 2024, Regular Scheduled Meeting Minutes. *(subject to any necessary charges.) (N. Atkinson)*

Commissioner Rolle moved to approve the above-referenced minutes; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

7. Consider Approval of Georgia Outdoor Stewardship Program Grant Resolution to Support Grant Application. *(J. Hunter)*

Commissioner Atkinson-Williams moved to approve the above-referenced agreement; seconded by Commissioner Rolle. Motion passed unanimously.

8. Consider Approval of Public Works Surplus Vehicles and Equipment. *(G. Albersen)*

Commissioner Rolle moved to approve Public Works surplus vehicles and equipment list; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

9. Consider Approval of Georgia Environmental Protection Division Grant Extension Agreement. *(G. Albersen)*

Commissioner Atkinson-Williams moved to authorize the Mayor to sign the above-referenced agreement; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

10. Consider Approval of Contract with Curb & Gutters Professionals Inc. for Permeable Pavement Construction at Fire Station #1 and Goodyear Park. *(G. Albersen)*

Commissioner Atkinson moved to authorize the Mayor to sign the above-referenced contract with Curb and Gutter Professionals in the amount of \$296,600; seconded by Commissioner Rolle. Motion passed unanimously

POINT OF PRIVILEGE

Commissioner Atkinson Williams requested an update regarding the Permitting Process and an update from Economic Development Department.

Mayor Pro Tem Harris made a motion to adjourn; seconded by Commissioner Rolle. Motion passed unanimously.

MEETING ADJOURNED – *meeting adjourned at 7:29 p.m.*

/s/Cosby H. Johnson
Cosby H. Johnson, Mayor

Attest: /s/ Naomi D. Atkinson
Naomi D. Atkinson
City Clerk

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
SPECIAL CALLED MEETING
WEDNESDAY, SEPTEMBER 9, 2024
AT 5:00 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR
&**

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro Tem Felicia Harris ~ *attended virtually*, Commissioner Kendra Rolle, Commissioner Lance Sabbe and Commissioner Gwen Atkinson-Williams

CALL TO ORDER: Mayor Johnson - *meeting began at 5:00 p.m.*

INVOCATION: Mayor Johnson

PLEDGE OF ALLEGIANCE: Recited in unison by all in attendance.

APPROVAL OF AGENDA

1. Adoption September 9, 2024, Special Called Meeting Agenda.

Commissioner Sabbe made a motion to approve the above-subject agenda; seconded by Mayor Pro Tem Harris. Motion passed unanimously

POINT OF PRIVILEGE

Mayor Johnson stated the purpose of the special called meeting is not a public hearing, but to give staff the opportunity to present their opinions of Petition No. 24-02.

ITEM(S) TO CONSIDER FOR APPROVAL

2. Petition No. 24-02; from Michael Torras, Atlantic Southeast Enterprises Owner, Petitioning to Rezone 1 Torras Landing from Basic Industrial to Mixed-Use City Core Historic District. (*J. Hunter*)

Planning, Development, and Codes Director Hunter gave an overview of Petition No. 24.02, following the presentation, Mayor Johnson opened the floor for questions by the Commission. Having none, Mayor Johnson asked 1) What is the actual timeline for the development; and 2) What safeguards are in place to ensure the facade included in the petition will look as presented. Director Hunter went over the timeline and explained the facade requirements the petitioner must follow.

Following Director Hunter's response, Mayor Pro Tem Harris asked why the initial planned area is not the starting point of the development. Director Hunter stated he could not speak for the petitioner but gave potential rational behind the petitioners' decision. Following Director Hunter's response, no further questions were asked.

Commissioner Atkinson-Williams moved to approve the rezoning petition No. 24-02 to MUCCH (Mixed-Use City Core District) without any variances, but to include the approval for the Conditional Use as outlined in item D and the limitation to Golf Carts as outlined in item F

per the recommendations of the Planning and Appeals Commission; seconded by Commissioner Rolle. Motion passed unanimously.

Commissioner Rolle made a motion to adjourn; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

MEETING ADJOURNED – *meeting adjourned at 5:23 p.m.*

/s/Cosby H. Johnson
Cosby H. Johnson, Mayor

Attest: /s/ Devone J. Williams
Devone J. Williams
Assistant City Clerk



Monthly Finance Report

DATE: August 19, 2024

TO: Honorable Mayor and Commissioners
City of Brunswick
Brunswick, GA

FROM: Regina M. McDuffie, City Manager

SUBJECT: Financial Reports as of July 31, 2024 8.33%

**General Fund
July 31, 2024
Cash Basis**

	Monthly	Year to Date	% of Budget	Amended Budget	% (over)under Budget
Revenues	1,124,269	1,124,269	4.94%	22,773,044	3.40%
Expenditures	1,303,036	1,303,036	5.72%	22,773,044	2.61%
Net Revenues & Expenditures	(178,767)	(178,767)			
Cash Balance as of 07/31/2024	8,182,403	<i>(Prime South \$360,998 GA Fund One \$7,821,405)</i>			

** includes \$XXXXXX property tax billing in September
\$5,987,370 actually collected as of 06/30/2024*

	LOST	LOST YTD	
Jul-24	936,330	936,330	<i>August 2023 included a one-time adjustment of \$124,882 from Dept of Revenue for error on their part covering 09/22 thru 08/23</i>
Jul-23	875,626	875,626	
Increase (Decrease)	60,704	60,704	
	6.93%	6.93%	

**Capital Projects - SPLOST VI
As of July 31, 2024
(04/01/2017-09/30/2020)**

	Total Expended as of 07/31/2024	Reimbursements Received	City Expended as of 07/31/2024	Original Budget Amount	Amended Budget Amount	Remainder (Overage)
Storm Drainage Improvements	4,782,288	242,814	4,539,474	3,243,750	4,551,750	12,276
Highway 17 Infrastructure	533,628	336,883	196,745	215,107	215,107	18,362
Wayfindings & Gateways	167,310	0	167,310	259,500	259,500	92,190
Cemetery Restoration/Renovation	259,500	0	259,500	259,500	259,500	0
Sidney Lanier Park Improvements	399,307	0	399,307	519,000	469,000	69,693
	14,150,549	3,960,463	10,190,086	9,124,607	10,382,607	192,521

a \$242,814 from Glynn County
b \$336,883 from GADOT Highway 17

Total Cash on Hand 07/31/2024 \$196,112

**Capital Projects - SPLOST 22
As of July 31, 2024
(04/01/2023-03/01/2029)**

	Tier 1 Budget	City Expended as of 07/31/2024	(Over) Under Budget - Tier 1
Mill and Pave Various Streets	7,660,000	255,423	7,404,577
Storm Drainage Improvements	10,500,000	1,527,241	8,972,759
Sidewalk Installation and/or Replacement	850,000	73,020	776,980
City Building Improvements	500,000	122,019	377,981
Trails and Boardwalks	2,500,000	7,843	2,492,157
Public Works Equipment and Infrastructure Upgrades	300,000	60,871	239,129
Public Safety Replacement of Vehicles, Equipment, etc.	550,000	376,097	173,903
Ritz Theater Renovations	350,000	0	350,000
Mary Ross Park Development Project	3,000,000	555,746	2,444,254
Recreation Facility Improvements	2,200,000	0	2,200,000
Historic Squares Improvements	250,000	68,704	181,296
Cemetery Restoration	0	7,050	(7,050)
Orange Park Improvements	250,000	391,416	(141,416)
Integrated Software	250,000	0	250,000
Technology Upgrades	100,000	0	100,000
	29,260,000	3,445,430	25,814,570

Mill and Pave Various Streets
Storm Drainage Improvements
Sidewalk Installation and/or Replacement
City Building Improvements
Trails and Boardwalks
Public Works Equipment and Infrastructure Upgrades
Public Safety Replacement of Vehicles, Equipment, etc.
Ritz Theater Renovations
Mary Ross Park Development Project
Recreation Facility Improvements
Historic Squares Improvements
Cemetery Restoration
Orange Park Improvements
Integrated Software
Technology Upgrades

SPLOST Distributions Received 9,158,083.00
Interest Earned 219,769.00
Total Receipts since inception 9,377,852.00

Total Cash on Hand 07/31/2024 \$5,906,881

Norwich Street Commons Fund

Original Balance (Sale of Property 05/13/13)

Demolition Fees

Interest Income

Revenues**Expenditures**

Demolition Projects

Infrastructure

Police Substation

Expenditures

Net as of 07/31/2024

Cash Balance as of 07/31/2024

	YTD f/y/e 07/31/2024	Total since inception
	0	487,500
	0	8,049
	1,667	52,013
	<u>1,667</u>	<u>547,562</u>

	YTD 07/31/2024	Total since inception
	0	40,012
	0	130,546
	0	6,750
	<u>0</u>	<u>177,308</u>
	<u>1,667</u>	<u>370,254</u>

\$ 370,254

Roosevelt Harris - Multipurpose Center**Total Budget:**

Revenue FYTD

Grants

Transfer from General Fund

Program Income

Contributions

Interest Income

Total Inflows

Expenditures FYTD

Net as of 7/31/2024

Cash Balance as of 07/31/2024

YTD
f/y/e 07/31/2024
Cash Basis
452,018

Percent of Budget

	0	105.98%
	0	72.5%
	839	
	250	
	0	
	<u>1,089</u>	<u>0.24%</u>
	<u>21,715</u>	<u>4.80%</u>
	<u>(20,626)</u>	
	<u>11,651</u>	

\$

ARPA Fund:

Initial Deposit received 06/07/2021

4,606,131

2nd Deposit received 08/21/2022

4,606,131

Interest Earned from inception

615,811

Total funds received as of 07/31/2024

9,828,073 *

See allocations below

Disbursements:

Infrastructure-Road Improvements

1,556,464

Storm Drainage Improvements

257,300

Mary Ross Park Site Improvements

121,416

Back to Business Brunswick--DDA

794,558

Back to Business Brunswick-non DDA

130,825

Covid Housing Relief

110,000

Coastal Community Healthcare

220,000

Facility Improvements-Howard Coffin

600,000

Wifi Upgrades

9,007

Revenue Recovery

1,162,000

Total funds disbursed as of 07/31/2024

4,961,570 **

Cash Balance as of 07/31/2024

\$5,486,662**Allocations (Preliminary)**

Revenue Recovery

1,162,000

Allocations Spent

1,162,000

Storm Drainage Improvements

1,750,000

513,104

Housing Programs & Development

2,500,000

Homelessness Prevention

250,000

110,000

Business Support/Relief

925,383

925,383

Coastal Community Health Services

330,000

220,000

Transit Support

220,000

Facility Improvements-Howard Coffin

600,000

600,000

Road Improvements

1,300,660

1,300,660

Mary Ross Park Infrastructure

121,416

121,416

Unallocated Funds (includes interest earned \$615,811)

668,614

9,007

Total Funds received as of 07/31/2024

9,828,073 *4,961,570 **

Sanitation Fund:

Year Ending 07/31/2024

	<u>Year to Date</u>
Sanitation Billing	32,850
Franchise Fees	10,631
Bad Debt - recovery	-
Interest Earned (Funds)	-
Penalties & Interest Earned	-
Total Revenue (YTD)	43,481
Operating Exp. YTD:	2,378
Other Landfill Expenses	1,440
Total Expense (YTD)	3,818
Operating Income (Loss)	<u>39,663</u>
Total Available Cash on Hand @ 07/31/2024	<u>589,788</u>
Restricted for Landfill	207,396

Waste Disposal		
	<u>July 2024</u>	<u>YTD</u>
Trash Pickup	143,329	143,329
Illegal Refuse Clean Up	0	0
Street Sweeping	0	0
	<u>143,329</u>	<u>143,329</u>

STORMWATER UTILITY FUND:	<u>7/31/2024 (YEAR TO DATE)</u>
Stormwater Utility Fees	2,969
DNR Grant	0
Interest Earned	0
Penalties & Interest	0
Total Inflows	<u>2,969</u>
Expenditures:	
Operating	58,742
GMA Lease Payments	3,641
Total Outflows	<u>62,383</u>
Balance	(59,414)
Cash Balance as of 07/31/2024	<u>\$82,224</u>



R Lawrence Center

Fiscal Year to Date 07/31/24

Include Rollup Account and Rollup to

Account	Account Description	Adopted Budget	Current Transactions	YTD Transactions	Class
					Budget - YTD Transactions
Fund 100 - General Fund					
51					
51-1100	Salaries & Wages	73,130.00	18,987.52	18,987.52	54,142.48
51-1200	Temporary Employees	25,000.00	.00	.00	25,000.00
51-1300	Overtime	3,000.00	2,256.01	2,256.01	743.99
51-2100	Group Insurance	11,202.00	933.50	933.50	10,268.50
51-2200	FICA	11,830.00	1,620.83	1,620.83	10,209.17
51-2400	Pension	7,271.00	.00	.00	7,271.00
51 - Totals		\$131,433.00	\$23,797.86	\$23,797.86	\$107,635.14
52					
52-1250	Contractual Expense	.00	.00	.00	.00
52-1300	Technical Services	.00	.00	.00	.00
52-2210	Repair / Maint Building	1,500.00	.00	.00	1,500.00
52-2211	Repair / Maint Equipment	20,000.00	.00	.00	20,000.00
52-3201	Cable	2,000.00	195.55	195.55	1,804.45
52-3205	Telephone	.00	.00	.00	.00
52-3300	Advertising	1,500.00	.00	.00	1,500.00
52-3500	Travel & Training	500.00	.00	.00	500.00
52-3600	Dues and Fees	.00	.00	.00	.00
52-3700	Education and Training	500.00	.00	.00	500.00
52 - Totals		\$26,000.00	\$195.55	\$195.55	\$25,804.45
53					
53-1100	General Supplies/Materials	5,000.00	.00	.00	5,000.00
53-1115	Uniforms	500.00	.00	.00	500.00
53-1135	Custodial Supplies	1,000.00	.00	.00	1,000.00
53-1210	Water/Sewerage	2,000.00	.00	.00	2,000.00
53-1230	Electricity	15,000.00	.00	.00	15,000.00
53-1300	Food/Misc	3,000.00	.00	.00	3,000.00
53-1700	Other Supplies	3,000.00	.00	.00	3,000.00
53 - Totals		\$29,500.00	\$0.00	\$0.00	\$29,500.00
54					
54-2300	Furniture and Fixtures	3,000.00	.00	.00	3,000.00
54 - Totals		\$3,000.00	\$0.00	\$0.00	\$3,000.00
Function	6130 - R L Center Totals	\$189,933.00	\$23,993.41	\$23,993.41	\$165,939.59
Reporting Category	6100 - Recreation Totals	\$189,933.00	\$23,993.41	\$23,993.41	\$165,939.59
EXPENSE TOTALS		\$189,933.00	\$23,993.41	\$23,993.41	\$165,939.59



SUBJECT: Transit Update & GDOT FTA 5307 Transit Application Resolution

COMMISSION ACTION REQUESTED ON: September 18, 2024

PURPOSE: Update the City Commission on the Transit RFP Process and Consideration of an Authorizing Resolution for the GDOT/FTA 5307 FY 26 Transit Funding Application

FACTS AND ISSUES: The City of Brunswick currently has an RFP for Microtransit Services open for bidding. Staff will provide a brief update of the process and timeline.

Also, GDOT has released a call for applications for the FTA 5307 Small Urban Transit Program. The City of Brunswick is entitled for up to \$1,208,522 in funds for FY 2026.

Staff is working to develop the application for FY26. The application due date is September 30, 2023. After selection of our Transit Service Provider in November, we will work with the provider and GDOT to finalize our funding request and budget.

OPTIONS:


- Motion to Approve the Resolution
- Motion to Deny request and not submit an application

STAFF RECOMMENDATION FOR ACTION: Staff recommends approval of the Resolution

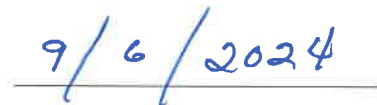
DEPARTMENT: Planning, Development & Codes (PDC)

Prepared by: John Hunter, Director Presented by: John Hunter

ADMINISTRATIVE COMMENTS/ RECOMMENDATION:



City Manager



Date

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5307.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY The City of Brunswick hereinafter referred to as the "Applicant",

1. That the Designated Official John Hunter, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of The City of Brunswick with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5307 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9030.1E, FTA Certifications and Assurances for Federal Assistance 2024 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 18th day of September, 2024.

Signature of Authorized Official

Name and Title of Authorized Official

Signed, sealed, and delivered this 18th day of September, 2024 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

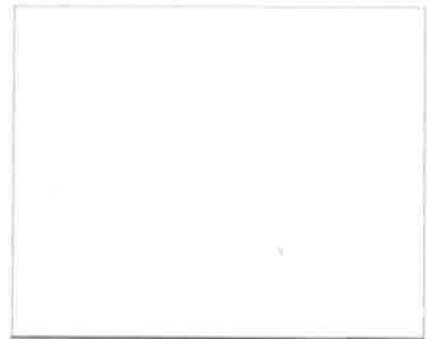
The undersigned duly qualified and acting _____ of

_____ (*Title of Certifying/Attesting Official*) (*Applicant's Legal Name*) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on

September 18th, 2024.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer



Upon recording return to:

STATE OF GEORGIA

COUNTY OF GLYNN

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of July 30, 2024 (the "**Effective Date**"), by and between GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia ("**GPA**"), and the City of Brunswick, Georgia, a municipal corporation of the state of Georgia, acting by and through its Mayor and Board of Commissioners (the "**City**").

WITNESSETH:

WHEREAS, GPA is the owner of certain real property lying and being in Glynn County, Georgia, containing approximately 16.74 acres, Tax Parcel I.D. Number 01-01565, referred to as Mayor's Point Terminal, as shown on **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, City is the grantee of an existing forty-five (45) foot easement over, under, and across a portion of the Property (the "**Prior Easement Area**"), for the purpose of operating, maintaining, and repairing a stormwater drainage pipeline located therein; and

WHEREAS, GPA desires to relocate City's easement and stormwater drainage pipeline at the Property, as necessary for GPA's construction of a new warehouse located thereon, as shown on **Exhibit A** (the "**New Easement Area**"), and to allow the City to continue operating, maintaining, and repairing the stormwater drainage pipeline, together with the other rights described in this Agreement; and

WHEREAS, GPA and the City hereby agree to the relocation of the stormwater drainage pipeline(s) to the New Easement Area, subject to the terms and conditions herein;

NOW THEREFORE, GPA and the City, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Easement. GPA hereby grants to the City, subject to the terms and conditions herein, a perpetual easement for so long as the New Easement Area is used exclusively for the purpose of the installation, construction, operation, maintenance, and repair of the Facilities (as defined below) which shall be used for the sole purpose of the City's stormwater drainage utility system (the "**Permitted Use**"). The Permitted Use of the New Easement Area shall not be changed or expanded without GPA's prior written consent. GPA covenants that GPA has the right to grant the new easement and that the City shall have the rights granted herein. GPA shall be responsible, at its sole cost, for the removal of the abandoned drainage infrastructure from the Prior Easement Area, and the installation of the Facilities within the New Easement Area. Upon the completion of the relocation of the Facilities, the City shall be solely responsible for all costs and expenses related to its use of the New Easement Area including, without limitation, all costs of construction, maintenance, repair, operation, and removal of the Facilities. The new easement and all rights granted herein are subject to all liens, easements, servitudes, rights of way, and other grants and encumbrances, whether or not of record, pertaining to the Property and New Easement Area. During the Term, City acknowledges and agrees that GPA shall have the right, from time to time, to grant additional easements and rights that GPA deems necessary or desirable over, under, and across the New Easement Area, without the consent of City, provided that such easements and rights will not unreasonably interfere with City's Permitted Use of the New Easement Area. In accepting this grant of easement, City hereby expressly acknowledges and agrees that the New Easement Area shall be accepted by City in its present and existing condition "AS-IS, WHERE-IS" and "WITH ALL FAULTS". GPA does not make any representations or warranties, express or implied, that the New Easement Area is suitable for City's intended purpose.

2. Facilities. As used in this Agreement, the term "**Facilities**" shall mean collectively the City's stormwater drainage improvements installed within the New Easement Area. The City and GPA will use good faith efforts to coordinate and cooperate with respect to the location of the Facilities to be installed within the New Easement Area pursuant to this Agreement, provided the location of all Facilities shall be subject to GPA's prior written approval, and as better identified in Exhibit "A."

3. Term.

(a) Term. The term of this Agreement shall commence as of the Effective Date and shall continue in perpetuity so long as City uses the New Easement Area and Facilities for the Permitted Use, unless sooner terminated in accordance with the terms hereof (the "**Term**"). Notwithstanding the foregoing, in the event the City fails to perform any obligation hereunder, or comply with any provision herein, GPA shall have the right to terminate this Agreement immediately upon written notice to the City.

(b) Termination of Prior Easement. As of the Effective Date of this Agreement, the prior easement agreement, if any, for the Prior Easement Area shall terminate, without any further action necessary, and neither party shall have any rights or obligations thereunder, except for any indemnity or environmental obligations which shall survive termination pursuant to the terms of any prior easement agreement.

4. Construction, Maintenance, and Repair Activities.

(a) Prior to the relocation of the Facilities, or any subsequent changes or additions to the Facilities, by the City, its contractor, or subcontractor, within the New Easement Area, the City shall provide GPA a complete set of plans and specifications for the relocation, changes, or additions to the Facilities, prepared by a design professional who will be licensed in the appropriate discipline and registered in the State of Georgia, and obtain prior written approval from GPA's Vice President of Engineering and Facilities Maintenance. Following receipt of GPA's approval, the City shall notify GPA's engineering representative (currently: Chris Driggers (912) 964-3810) at least two (2) business days prior to commencing any construction activities within the New Easement Area. Notwithstanding the foregoing, the City will provide notice as soon as possible of any need for access due to an emergency that creates an imminent danger of injury, harm, or loss to person or property. The City shall be responsible to locate existing public and private utilities and underground facilities and provide proper documentation to GPA that such locates have been performed, prior to commencing any excavation or underground bore activities within the New Easement Area. The City shall take all reasonable precautions to avoid damaging underground utilities on the Property and New Easement Area.

(b) This Section shall not apply to the initial relocation and installation of the Facilities by GPA in the New Easement Area. Subject to the foregoing, the City agrees that promptly following any construction, installation, repair, or maintenance activities related to the Facilities, as contemplated herein, the City shall, at its sole cost and expense, restore all portions of the New Easement Area or Property which have been disturbed or damaged by such activities to a condition substantially the same as existed immediately prior to any such activities, as determined by GPA in its reasonable discretion. The City shall also notify GPA when the work is completed, and the City shall provide a representative to accompany GPA's representative on an inspection of the New Easement Area. In the event of any construction, maintenance, repair, or replacement related to the Facilities, all work and activities shall be contained within the New Easement Area, unless and until a separate right of entry agreement or temporary easement is agreed to in writing and signed by both parties. Upon completion of the initial installation of the Facilities, GPA shall provide to City the final "as built" drawings of the Facilities. Upon completion of any changes or additions to the Facilities after the initial installation thereof, the City shall provide to GPA the final "as-built" drawings of the Facilities and written evidence, in form and substance reasonably satisfactory to GPA, including a certificate of substantial completion signed by the City, to the effect that the Facilities have been completed in accordance with the approved plans and specifications and all applicable national, state and local codes.

5. Ingress and Egress. The City acknowledges and agrees that the New Easement Area is located within GPA's Mayor's Point terminal which, at certain times, is a "Restricted Area" requiring all entry to comply with federal security rules and regulations applicable to the terminal. The City is granted the right of ingress and egress over portions of the Property to reach the New Easement Area for the purposes of this Agreement, subject to all applicable safety and security rules and regulations of GPA and the federal government. It is mutually agreed and understood that the City's access through the Property for the installation of the Facilities, and any subsequent maintenance, repair, improvement, or removal, shall be coordinated with and confirmed by GPA, by the City giving notice in advance, which notice may be verbal or written. Except in cases of emergency, the City shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to GPA before entering the New Easement Area. GPA shall have the right, in its sole discretion, to specify the manner and route of access and to modify or relocate such route of access from time to time, provided such modification or relocation does not unreasonably interfere with the City's ability to access the New Easement Area. The City's access rights through the Property shall be non-exclusive to the City and subject to the reservation by GPA of the right to possess, use and enjoy, and to permit others to possess, use and enjoy access for any purpose deemed appropriate by GPA.

6. GPA's Use of the New Easement Area. Notwithstanding anything herein to the contrary, GPA expressly reserves for itself, its successors and assigns, the right to use and access the New Easement Area so long as such use does not unreasonably interfere with the rights herein granted. The City agrees that such use and access shall be without limitation and that GPA, its successors, and assigns, may build and make improvements on, under, and over the New Easement Area including, without limitation, the placement of roads, railroads, paving, landscaping, water transmission and utility facilities. GPA agrees to notify the City at least three (3) business days prior to performing any excavation of the Property that may affect the Facilities. The City shall make reasonable efforts not to disturb GPA's use of and activities on the New Easement Area to the extent such use and activities are consistent with the City's rights under this Agreement.

7. Interference by The City. The City's use of, and the conduct of its operations on, the New Easement Area shall not interfere with the operations of GPA, or any other easement holder on the Property. The City agrees to use commercially reasonable efforts to ensure that neither the City nor any of its employees, agents, contractors, subcontractors, or visitors causes any such interference or safety violation on or adjacent to the New Easement Area. In the event GPA determines, in its sole discretion, that the City's use of the New Easement Area is causing an interference or safety violation, GPA reserves the right to require the City to take immediate action to remedy such interference or safety concern, and the City's failure to do so shall constitute a material breach of this Agreement.

8. Property Damage.

(a) To the extent allowable by law, the City shall be responsible for any damage to GPA's Property, and any improvements or personal property located thereon, or the property of third parties, to the extent caused by the actions or inactions of the City, or its agents, employees, contractors, subcontractors, or invitees throughout the Term of this Agreement including, without limitation, during installation, construction, maintenance, repair, or removal of the Facilities, and shall repair such damage to a condition substantially similar to the condition existing prior to the damage, or reimburse GPA for the cost of such repair within thirty (30) days of GPA's written demand. This paragraph shall survive the termination of this Agreement.

(b) All property of any kind or nature which may be placed in, on, or about the New Easement Area by City shall be at the sole risk of City, and GPA shall not bear any costs for repair to, or replacement of, personal property or the Facilities within the Easement Area, except to the extent any such damage is caused by the gross negligence or willful misconduct of GPA, its agents or employees. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, GPA SHALL NOT BE LIABLE TO CITY FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

9. Liens. The City shall not permit any mechanics' or materialmen's or other liens to be filed or placed against the Property by reason of work, services, or materials supplied to or claimed to have been supplied to the City. The City shall promptly satisfy, bond over, or obtain the release of any such lien within fifteen (15) days after the City receives actual notice of its filing, all at the City's sole cost and expense. If the City shall fail to discharge the lien within such period, GPA may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by GPA for any of these purposes or for the satisfaction of any other lien caused by the City and all reasonable expenses of GPA in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by the City to GPA on demand. This paragraph shall survive the termination of this Agreement.

10. Relocation. In the event GPA determines, in the future, that it is necessary or desirable to relocate the Facilities, the City agrees to remove, and/or relocate, at GPA's sole discretion, all or a portion of the Facilities, at the sole cost and expense of GPA, to a location specified by GPA and reasonably acceptable to the City. In the event the City determines, in the future, that it is necessary or desirable to relocate the Facilities, the City shall be solely responsible for all costs of the relocation. GPA and the City will use commercially reasonable efforts to determine a mutually acceptable location for any proposed relocation. In the event GPA and the City are unable to agree on the new location for the Facilities within sixty (60) days of any relocation request, the City shall be required to promptly remove all or a portion of the Facilities from the New Easement Area, and following such removal, this Agreement shall terminate. The City will be given a reasonable amount of time to complete any removal or relocation, provided such time period shall not delay any of GPA's construction or development plans for the Property.

Following any relocation of the Facilities, GPA and the City shall execute an amendment to this Agreement to update the survey of the New Easement Area attached hereto as Exhibit A, and upon any relocation or permanent removal of the Facilities, the City shall further execute and deliver to GPA, upon GPA's request, a quitclaim deed or a release agreement, prepared by and acceptable to GPA, conveying to GPA all of the City's rights and interest in and to all or a portion of the existing New Easement Area, as applicable.

11. Abandonment of Facilities. Abandonment of the Facilities and New Easement Area shall occur if City ceases to operate, use, or maintain the Facilities for a continuous period of six (6) months, unless otherwise agreed by GPA in writing. City shall notify GPA as soon as practicable of any intent to abandon the Facilities. Upon any such abandonment, all rights and privileges hereunder shall cease, and the New Easement Area, privileges and rights herein granted shall revert to GPA, its successors or assigns.

12. Removal of Facilities. Upon termination of this Agreement, the City, at its sole cost and expense, shall remove all Facilities from the New Easement Area within sixty (60) days of the termination date, and repair and restore the New Easement Area and Property to a condition substantially the same as existed immediately prior to the City's entry upon the New Easement Area, as determined by GPA in its reasonable discretion. The City shall notify GPA when the work is completed, and the City shall provide a representative to accompany GPA's representative on an inspection of the New Easement Area. In the event the City shall fail to repair and restore the Easement Area or Property to such condition within sixty (60) days after the termination date, GPA shall have the right to perform the work, and the City shall, upon written demand therefor by GPA, reimburse GPA for all fees, costs, and expenses incurred in performing the repair and restoration. Any Facilities which are not removed shall become the personal property of GPA, at no cost to GPA. This paragraph shall survive the termination of this Agreement.

13. Compliance with Laws. The City shall obtain, at its expense, all licenses, approvals, and permits for its use of the New Easement Area which are required by applicable federal, state, or local laws or regulations. All work within the New Easement Area shall be performed in accordance with all applicable environmental laws and all applicable federal, state, and local laws, ordinances, rules, and regulations.

14. Indemnity. Unless caused by GPA's gross negligence or willful misconduct, City hereby agrees to indemnify, protect, save and hold harmless GPA and GPA's officers, directors, members, employees, agents and representatives from and against any expense, loss, cost, claim, demand, suit, judgment or liability, including defense costs and reasonable attorneys' fees, that are paid, suffered, or incurred to the extent arising from, out of, or as result of (i) any breach by City, or its agents, employees, representatives, contractors, subcontractors, or visitors of any covenant or condition of this Agreement, (ii) the use of the New Easement Area or the Property by City, or its agents, employees, representatives, contractors, subcontractors, or visitors, or (iii) the carelessness, negligence, or willful conduct of City, or its agents, employees, representatives,

contractors, subcontractors, or visitors, in each case only to the extent such breach, use, carelessness, negligence, or willful conduct (as applicable) arises during the Term. The indemnity obligations of City under this Section 14 shall survive the termination of this Agreement.

15. Environmental Indemnity.

(a) The City shall comply with any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the New Easement Area or Property ("**Environmental Laws**"). The City shall not cause or permit to occur the use, generation, storage, placement, disposal, or release of any hazardous or toxic substance, material, or waste including, without limitation, petroleum or crude oil, that is or becomes regulated by any local, state, or federal governmental authority (collectively, "**Hazardous Substances**") in or on the New Easement Area or Property, without GPA's prior written consent, which consent may be withdrawn, conditioned, or modified by GPA in its sole and absolute discretion in order to ensure compliance with all Environmental Laws, as such laws may be enacted or amended from time to time.. If, during the City's use and occupancy of the New Easement Area, any Hazardous Substance is released on, under, or about the New Easement Area or Property, by the City, or its employees, agents, visitors, representatives, licensees, contractors, or subcontractors, the City agrees to immediately notify GPA's Port Police Department and all governmental agencies required to be notified. The City, at its sole expense, shall promptly take all actions necessary to return the New Easement Area and/or the Property to the condition prior to the introduction of such Hazardous Substance before the City's occupancy in accordance with all Environmental Laws. The City shall provide to GPA copies of all reports provided to, or received from, all regulatory agencies regarding the release of any Hazardous Substance(s) until such time as the regulatory agencies release the City from any further actions or monitoring of any release or violation. If the City does not promptly take all actions necessary to return the New Easement Area and/or Property to its condition prior to the introduction of such Hazardous Substance and should GPA deem it necessary to advise the City of nonperformance of this duty, after five (5) days' notice, GPA reserves the right, but not the obligation, to clean the New Easement Area and/or Property with all costs incurred to be paid by the City upon receipt of invoice. The City's obligations under this Section 15, with regard to compliance with Environmental Laws and removal of Hazardous Substances, shall survive the expiration or other termination of this Agreement.

(b) To the extent allowed by law, the City shall indemnify, defend and hold harmless GPA, its officers, directors, agents and employees, from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith, including reasonable attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Agreement, at or from the New Easement Area or the Property, and which arises at any time from the City's use of the New Easement Area, or from the City's failure to provide all information, make all submissions, or take all steps required by all governmental authorities under all applicable Environmental Laws. The

City's obligations and liabilities under this Section 15 shall survive the termination of this Agreement.

16. Notices. All notices permitted or required to be sent under this Agreement shall only be effective if in writing and sent via one of the following methods to an address specified below: (i) personal delivery; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight delivery service. Notices may also be sent via electronic mail and shall be deemed effective upon successful transmission, provided that notice is also sent simultaneously via one of the other methods set forth above. Either party may change its notice address by providing written notice of such change in accordance with this paragraph:

Georgia Ports Authority
P. O. Box 2406
Savannah, Georgia 31402
Attention: Properties and Contracts

The City of Brunswick
c/o City Manager
City Hall
601 Gloucester Street
Brunswick Georgia, 31520

17. No Conveyance. GPA owns and retains unencumbered legal title to the Property, as public property of the State of Georgia. No title is conveyed herein by GPA to the City, and, except as herein specifically granted to the City, all rights and interest in and to the New Easement Area are reserved in GPA, who may make any use of the New Easement Area not inconsistent with, or detrimental to, the rights and interest herein granted and conveyed to the City.

18. Insurance.

(a) It is understood that the City is self-insured and all claims against the City will be handled through the Georgia Interlocal Risk Management Agency.

(b) Prior to beginning work, the City shall, where applicable, cause its contractors and subcontractors to obtain the following minimum amounts of insurance coverage:

- i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person,

and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.

- iii. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self-insurance.
- iv. Commercial General Liability Insurance of at least \$1,000,000 per occurrence, \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence.

(c) GPA reserves the right to require the City to ensure that any contractor performing any work on the Facilities within the Easement Area to have in effect at all times insurance coverage in amounts and types reasonably satisfactory to GPA and naming GPA as an additional insured on its general liability policy.

(d) The City shall furnish on or before the Effective Date hereof, and upon the request of GPA, certificates of insurance evidencing the coverages required herein. These certificates shall also provide that the insurance will not be modified or canceled without a 30-day prior written notice to GPA. Failure to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement. At least fifteen (15) days prior to the expiration date or dates of expiring policies, certified copies of renewal, or new policies, or other acceptable evidence of insurance shall be provided to GPA.

19. Reporting of Accidents, Injuries or Damages. All accidents, injuries, fires, and other incidents of a serious nature including, without limitation, incidents requiring emergency response or injuries requiring any medical treatment away from the scene must be reported immediately to GPA's Port Police Department at 912-964-3911. Additionally, all damages to the property of either party (or property in the care, custody, or control of either party) must be reported at the time of discovery to GPA's Port Police Department at 912-963-5588, if such damages are alleged to be, or are resultant of, incidental to, or in any way in relation to the operations of GPA or its employees. GPA will not accept any responsibility for damage(s) unless given the opportunity to investigate such damage(s) at the time of discovery.

20. Termination. Each party agrees that this Agreement is specifically enforceable and in the event of City's default with respect to any of the covenants and agreements hereunder on its part to be kept and performed, City shall pay to GPA all costs and expenses of enforcing this Agreement, or in pursuing any remedy provided hereunder, whether such remedy is pursued by filing suit or otherwise, including reasonable attorney's fees. On the termination of the rights granted in this Agreement as a result of an event of default, abandonment, or any other reason, City shall execute and deliver to GPA, within thirty (30) days of GPA's written request, a good

and sufficient quitclaim deed to all rights granted in this Agreement. Should City fail or refuse to deliver the quitclaim deed to GPA, a written notice by GPA reciting the failure or refusal of City to execute and deliver the deed, and terminating this grant, shall, after sixty (60) days from the date of recording of the notice, be conclusive evidence against City, and all persons claiming under City, of the termination of this grant.

21. Assignment. GPA reserves the right to assign this Agreement in the event that the Property is sold, transferred, or conveyed to another party. City shall not assign this Agreement, or any right or interest herein, without the prior written consent of GPA. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns, and successors in title.

22. Governing Law. The parties agree that any and all disputes arising under this Agreement shall be governed by the laws of the State of Georgia and where applicable, federal laws of the United States of America. The parties agree and consent that the court of the State of Georgia having jurisdiction in Glynn County or any Federal District Court having jurisdiction in Glynn County shall have the jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. Parties agree to waive any objection based on *forum non conveniens*.

23. Recording. The City, at its expense, shall record this Agreement in the real property records of the Superior Court of Glynn County and a recorded copy shall be forwarded to GPA.

24. No Third-Party Use. The City shall not permit the use of the New Easement Area or the Facilities by any party other than the City, without the prior written approval of GPA.

25. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. No Waiver. No failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party of any obligation hereunder, and no custom, course of conduct, or practice of the parties at variance with the terms hereof shall constitute a waiver of such party's right to demand exact compliance with the terms hereof. No waiver under this Agreement shall be effective for any purpose unless it is in writing and signed by the party making such waiver, nor shall any waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

27. Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties hereto not embodied herein shall be of any force or effect.

28. Amendment. This Agreement may not be modified or amended, in whole or in part, without the consent of GPA and the City, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

30. Representation of Authority. Each of the parties hereto represents to the other that the person executing this Agreement on behalf of such party has the full right, power, and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.


31. Continuing Liability. No termination of this Agreement shall release either party from any liability or obligation hereunder which by its nature would survive the termination of this Agreement including, without limitation, restoration of the New Easement Area as provided herein.

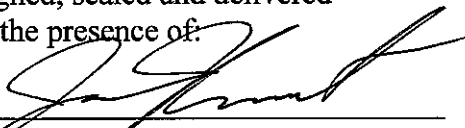
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

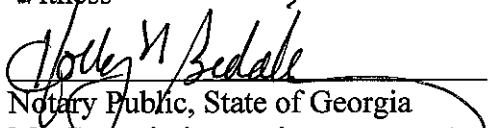
GPA:

GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia

By: 
Name: James C. McCurry, Jr.
Title: Chief Administrative Officer

Attest: 
Name: Emily Manning
Title: Manager, Properties and Contracts

Signed, sealed and delivered
in the presence of:

Witness


Notary Public, State of Georgia
My Commission expires: _____
(Notarial Seal)



Holly N Biddle
NOTARY PUBLIC
Chatham County, Georgia
My Commission Expires
May 30, 2025

[Signature Page Continues on Following Page]

THE CITY OF BRUNSWICK, GEORGIA:

By: _____

Name: Cosby H. Johnson

Title: Mayor, City of Brunswick

Attest: _____

Name: Naomi Atkinson

Title: City Clerk, City of Brunswick, Georgia

Signed, sealed and delivered
in the presence of:

Witness

Notary Public, State of Georgia

My Commission Expires: _____

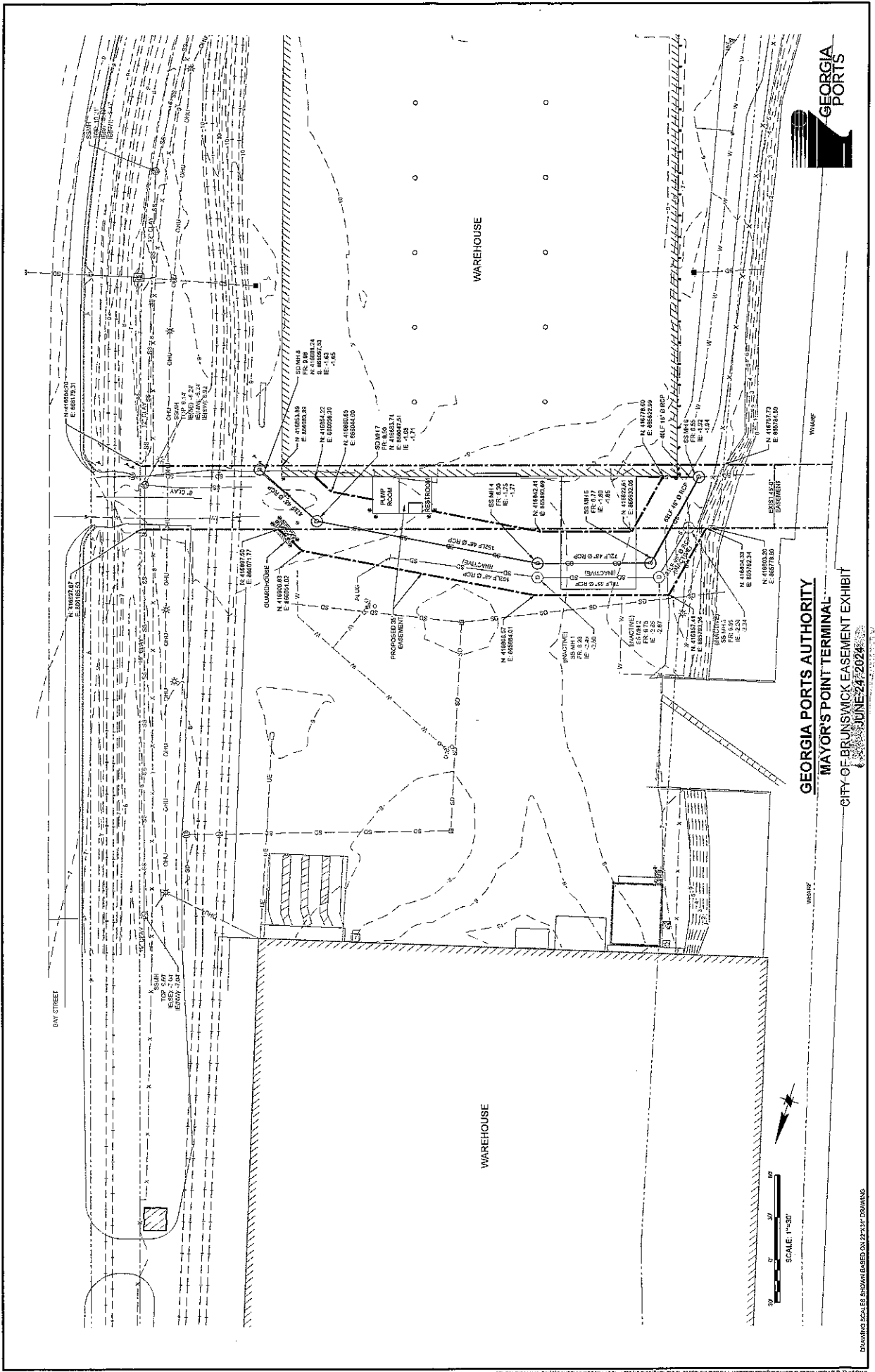
(Notarial Seal)

[End of Signatures.]

Exhibit A

Depiction of the Property and the New Easement Area

[See attached.]



GEORGIA PORTS AUTHORITY
MAYOR'S POINT TERMINAL
CITY OF BRUNSWICK EASEMENT EXHIBIT

JUNE 24, 2004

DRAWING SCALE: AS SHOWN BASED ON 27231P DRAWING