



LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Monday, November 25, 2024 AT 10:00 AM

T. PAGE THARP BUILDING

KINCHAFOONEE ROOM

WWW.LEE.GA.US

MEETING AGENDA

SPECIAL CALLED

MEETING

COUNTY COMMISSIONERS

Luke Singletary, Chairman, District 2

Chris Guarnieri, Vice-Chairman, District 4

Dennis Roland, Commissioner, District 1

Billy Mathis, Commissioner, District 3

George Walls, Commissioner, District 5

COUNTY STAFF

Christi Dockery, County Manager

Kaitlyn Good, County Clerk

Jimmy Skipper, County Attorney

1. CALL TO ORDER

2. NEW BUSINESS

- A) Discussion of a Request for Annexation received from the City of Leesburg.
- B) Appointment of a Board of Directors for MCLCG, Inc.
- C) Consideration to approve an Intergovernmental Contract with the Lee County Development Authority and Lee County Hospital Authority in connection with the provision of services related to economic development activities and in connection with the provision of public health care facilities and services, including, but not limited to, the development and construction of a hospital.

3. PUBLIC FORUM

4. ANNOUNCEMENTS

- A) Offices of the Lee County Board of Commissioners will be **closed Thursday, November 28, 2024 and Friday, November 29, 2024** in observance of the Thanksgiving holiday. Residential garbage collection services will not run on Thursday, November 28, 2024, but will be delayed by one day for the remainder of the week.
- B) The next regularly scheduled County Commission Meeting is **Tuesday, December 10, 2024 at 6:00pm.**

5. ADJOURNMENT

AGENDA MAY CHANGE WITHOUT NOTICE

Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at 229-759-6000 or through the Georgia Relay Service 800-255-0056 (TDD) or 800-355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9 am and 4 pm, Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven working days. The meeting rooms and buildings are handicap accessible.

William H. Gregory, LLC

—Attorney at Law—

William H. Gregory II
bert@whglaw.com

November 12, 2024

Certified Mail # 7022 2410 0000 1755 3641
Return Receipt Requested
& Via Email: cdockery@lee.ga.us

Lee County Board of Commissioners
102 Starksville Ave N
Leesburg, GA 31763

Gentlemen:

Please be advised that the City of Leesburg, Georgia, by the authority vested in the Mayor and City Council by Article 111 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to consider the annexation request of the 51.057 acre parcel of property located in land lot number 81, 82, 83, 111, 112, 2nd land district more particularly described in "Exhibit A" attached.

This letter is sent to you by certified mail, return receipt requested, within five business days of acceptance of an application for annexation in accordance with O.C.G.A. " 36-36-6 and 36-36-9.

The property to be annexed is contiguous to the existing corporate limits of the City of Leesburg. The property is more particularly described and appears on the plat and documents, attached hereto as "Exhibit A and Exhibit B".

Pursuant to O.C.G.A. Sec. 36-36-7 and 36-36-9, you must notify the City of Leesburg in writing by certified mail, return receipt requested, within five business days of the receipt of this letter, of any county facilities or property located within the property to be annexed.

Sincerely,


William H. Gregory II

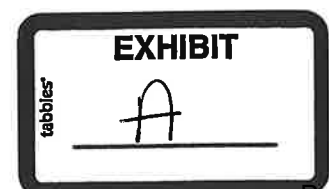
WHG/st
Enclosure
Cc: Bob Alexander, City Manager

LEGAL DESCRIPTION
51.057± Annexation Tract

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 110, 111, & 112 OF THE 2ND LAND DISTRICT OF LEE COUNTY, GEORGIA, CONTAINING 51.057± ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILROAD (150' R/W) AND THE SOUTH RIGHT OF WAY OF ROBERT B. LEE DRIVE (100' R/W) GO SOUTH 22 DEGREES 25 MIUTES 29 SECONDS EAST ALONG EASTERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN RAIL ROAD FOR A DISTANCE OF 1,495.73 FEET TO A POINT; THENCE LEAVING THE EASTERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN RAIL ROAD GO NORTH 89 DEGREES 37 MINUTES 45 SECONDS EAST ALONG THE EXISTING CITY LIMIT LINE OF LEESBURG/LEE COUNTY FOR A DISTANCE OF 5,417.76 FEET TO POINT ON THE WESTERN PROPERTY LINE OF LEE COUNTY BOARD OF EDUCATION PROPERTY; THENCE GO SOUTH 00 DEGREES 22 MINUTES 26 SECONDS EAST ALONG THE WESTERN PROPERTY LINE OF NOW OR FORMERLY LEE COUNTY BOARD OF EDUCATION PROPERTY FOR A DISTANCE OF 417.01 FEET TO A POINT LOCATED ON THE NORTHERN PROPERTY LINE OF NOW OR FORMERLY MIKE H. MOORMAN; THENCE GO SOUTH 89 DEGREES 37 MINUTES 45 SECONDS WEST ALONG A COMMON PROPERTY LINE SHARED NOW OR FORMERLY WITH MIKE H. MOORMAN AND HERBERT P HALEY FAMILY FARMS, LLLP FOR A DISTANCE OF 5,248.84 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD; THENCE GO NORTH 22 DEGREES 25 MIUTES 29 SECONDS WEST ALONG THE EASTERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN RAILROAD FOR A DISTANCE OF 449.93 FEET TO A POINT, AND BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 51.057± ACRES ~ 2,224,055± SQ. FT.



**MOSSY DELL, INC.
697 GEORGIA HIGHWAY 32 WEST
LEESBURG, GEORGIA 31763
229-886-4577**

November 6, 2024

Mr. Bob Alexander
Leesburg City Manager
107 Walnut Avenue North
Leesburg, GA 31763

RE: Map & Parcel: 037C 276
Robert B. Lee Drive

Mr. Alexander:

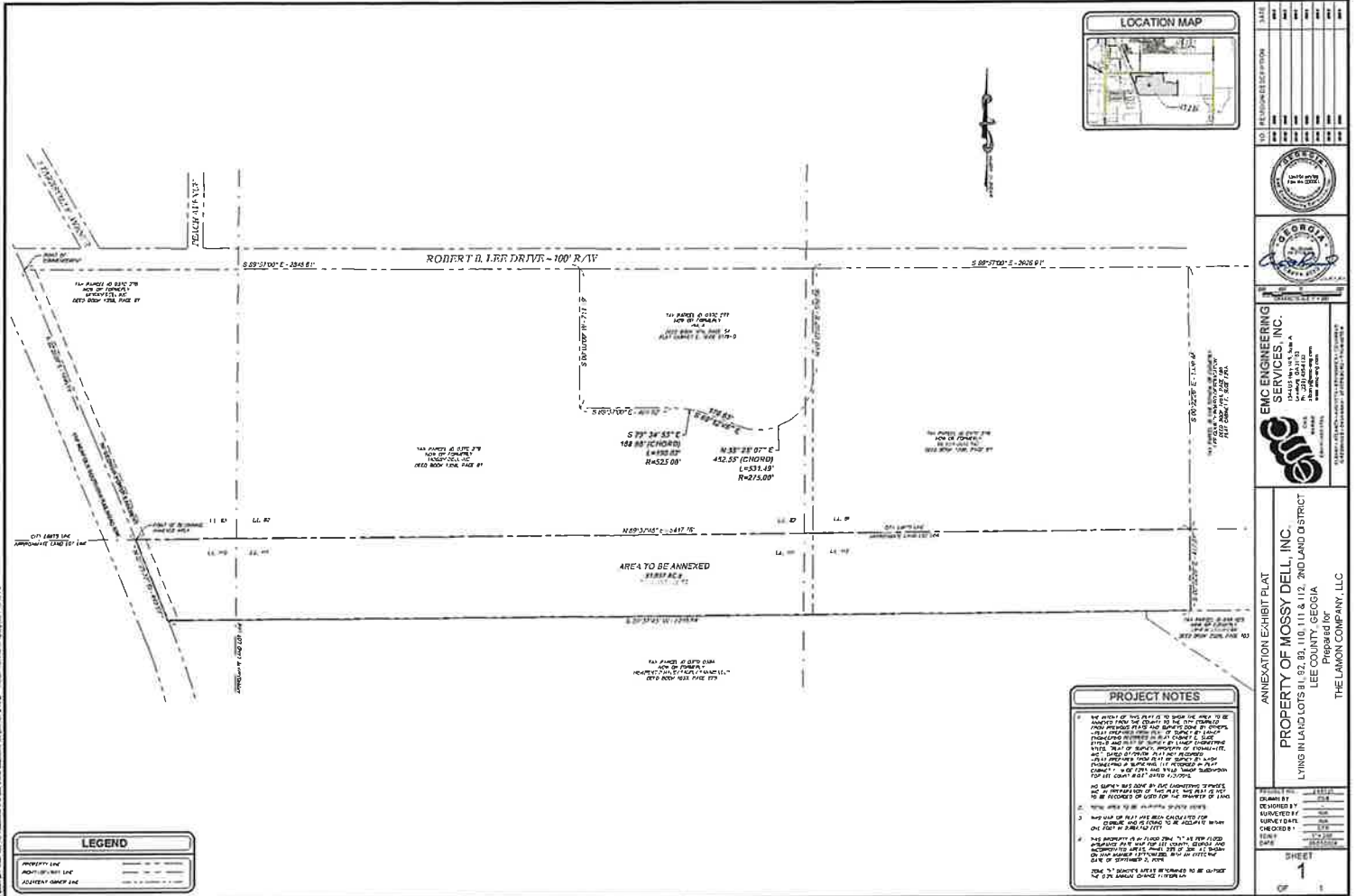
The above-referenced Map & Parcel is comprised of property that my company, Mossy Dell, Inc., owns on both the North and South sides of Robert B. Lee Drive. It is the portion on the South side of Robert B. Lee Drive for which I am writing you this letter. As you can see on the enclosed map, there is a dotted line running East to West across that tract. This dotted line denotes the Leesburg City Limits. I would like for the portion of that tract which lies outside the city limits to be annexed into the City of Leesburg so that the property can be put to its fullest and best use. The portion to be annexed is currently zoned AG and proposed to be rezoned to R-1 and R-2 for residential development per the attached conceptual layout prepared by AES.

Please let me know what I need to do to move forward with the annexation.

With kindest regards, I am,
Sincerely,


J.H. Buck Beauchamp
President
Mossy Dell, Inc.







CONCEPT LAYOUT
ROBERT B. LEE RESIDENTIAL DEVELOPMENT

tabbies'
EXHIBIT
B

	FUTURE OFFROAD COMMERCIAL 41.3 AC
	TOWNHOMES/CONDO: 50.3 AC
	65+ AGED LIVING 44.9 AC
	SINGLE FAMILY RESIDENTIAL 650 WIDE LOTS 45.1 AC
	SINGLES FAMILY RESIDENTIAL 650 WIDE LOTS 45.3 AC
	WETLAND/GREEN SPACE 450.3 AC
	FUTURE STORAGE/UNITY OFFICE COMMERCIAL 44.4 AC



<p>Planning, Zoning & Engineering Joey Davenport, Interim Director Amanda Nava, Assistant Director Kara Hanson, Office Manager/Planning Assistant Kacee Smith, GIS Manager Charles Talley, GIS Technician</p>	
<p>Tel: 229-759-6000 102 Starksville Avenue N www.lee.ga.us Leesburg, GA 31763</p>	

September 9, 2024

Kurt Lamon
 The Lamon Company, LLC
 2808 Wilmar Lane
 Albany, GA 31707
 Sent via email: klamon@lamoncompany.com

Re: Z24-015 Robert B Lee Drive Zoning Application

An initial review of the submitted application was completed in regard to the AG, R-1, and C-2 zoned lot at parcel number 037C 276, proposed to be rezoned to R-1, R-2, and C-1. It is the position of staff (in conjunction with Lee County’s Planning Consultant), that the zoning application is an incomplete submittal based on the following information.

The subject parcel is located in two jurisdictions, the City of Leesburg and Lee County (see boundary line in image below). Due to this unusual circumstance, we offer the following options. You may resubmit separate zoning applications for both the City of Leesburg and Lee County, or as discussed you may proceed with the annexation process first. You may resubmit with one application for the appropriate jurisdiction after the annexation has been completed. As a reminder, all planning applications are due on the last Friday of each month.



In addition this project must undergo a Development of Regional Impacts (DRI) review through the Regional Commission. Forms one and two have been requested for this project from the applicant but have not been received by our department. **It is important to note, local government may not proceed with official action on a proposed project until the DRI process is complete and the local government has had adequate time to consider the DRI report (see Chapter 110-12-3-.03 (4) of the Rules of Georgia Department of Community Affairs).**

The payment submitted with this application has not been processed and is available for pickup.

If you need additional information or have any questions, please contact me at amanda.nava@lee.ga.us.

Respectfully,

Amanda Nava

Assistant Director Planning,
Zoning and Engineering
Lee County, Georgia



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

ZONING APPLICATION

Owner: Mossy Dell, Inc.
Address: 697 State Hwy 32 W Leesburg, GA 31763

Daytime Phone #: 229-288-4276 Email: klamon@lamoncompany.com

Address or location of the property: Robert B Lee Drive Leesburg, GA 31763, Parcel No. 037C 276

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG, R-1, C-2 Present Use of Property: Property is currently undeveloped

Proposed Zoning: R-1, R-2, C-1 Proposed Use of Property: Single-Family Residential

Leesburg
037C 276 Land Lot Number (District 01) Land District 55.70 # of Acres

The subject property is described as follows:
Mixed-use commercial, single-family residential, and multi-family residential development

ALSO ATTACH: (18 COPIES REQUIRED) Plat of property, including vicinity map

Legal description Containing Metes and Bounds

DISCLOSURE

I (owner) have made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value or \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I (owner) have NOT made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value or \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS Esther Wood

OWNER [Signature]

DATE 8/30/24

see contract
DATE 8/30/24

Application Fee: _____ Date Paid: 8/30/24 Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: Kurt Lamon, The Lamon Company, LLC

Address: 2808 Wilmar Lane Albany, GA 31707

Phone #: 229-288-4276 Email: klamon@lamoncompany.com

August 30, 2024

Electronic Mail to: amanda.nava@lee.ga.us

Lee County, Assistant Director, Planning, Zoning & Engineering
Attn: Amanda Nava
102 Starksville Ave., N
Leesburg, GA 31763

RE: LETTER OF INTENT in relation to The Lamon Company, LLC Application for Rezoning from AG to R-1, R-1 to R-2, R-1 to C-1, and C-2 to R-2 for the property located off Robert B. Lee Dr. in Lee County, Georgia.

I, Kurt Lamon ("Applicant") in connection with its application for rezoning approval (the "Application"). This Letter of Intent is intended to supplement the Application and be incorporated therein.

The Applicant is seeking Lee County approval to rezone portions of the property commonly known as parcel 037C 276 located on Robert B. Lee Dr., in Leesburg, Lee County, Georgia, from A-G (Agricultural) to R-1 (Single-Family Residential), R-1 (Single-Family Residential) to R-2 (Multi-Family Residential), R-1 (Single-Family Residential) to C-1 (Commercial Neighborhood) and C-2 (General Commercial) to R-2 (Multi-Family Residential).

Subject Property – General Information

The total acreage for parcel # 037C 276 is 130.191. The subject property total to be rezoned for is 55.70 acres; 51.33 acres for residential development, and 4.37 acres for commercial use. Upon rezoning approval, a new plat will be submitted for review and approval.

The Parcel is currently zoned R-1 (Single-Family Residential), AG (Agricultural) and C-2 (General Commercial). It is located off Robert B. Lee Dr., is vacant/undeveloped and is owned by Mossy Dell, Inc.

Proposed Use

If approved for rezoning, Applicant will construct 411 single-family residential lots for development (purple and blue), 171 multi-family residential townhome/condos (light purple and pink), and future storage units/office space and general commercial development (yellow and red) and is expected for parcel 037C 276.

The expected schedule of the development will be over the course of 2-5 years.

I look forward to working the Community Development team, the Planning Commission, and the City Council, and are happy to answer any questions or address any concerns.

Sincerely,



Kurt Lamon
The Lamon Company, LLC



LEE COUNTY
CITY OF LEESBURG
CITY OF SMITHVILLE

ZONING APPLICATION

Owner: Mossy Dell, Inc.

Address: 697 State Hwy 32 W Leesburg, GA 31763

Daytime Phone #: 229-288-4276

Email: klamon@lamoncompany.com

Address or location of the property: Robert B Lee Drive Leesburg, GA 31763, Parcel No. 037C 276

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG, R-1, C-2 Present Use of Property: Property is currently undeveloped

Proposed Zoning: R-1, R-2, C-1 Proposed Use of Property: Single-Family Residential

Leesburg

037C 276 Land Lot Number (District 01) Land District 55.70 # of Acres

The subject property is described as follows:

Mixed-use commercial, single-family residential, and multi-family residential development

ALSO ATTACH: (18 COPIES REQUIRED) Plat of property, including vicinity map

Legal description Containing Metes and Bounds

DISCLOSURE

I (owner) have made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value or \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I (owner) have NOT made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value or \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS Esther Wood

OWNER [Signature]

see contract

DATE 8/30/24

DATE 8/30/24

Application Fee: _____ Date Paid: 8/30/24 Received by: _____

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: Kurt Lamon, The Lamon Company, LLC

Address: 2808 Wilmar Lane Albany, GA 31707

Phone #: 229-288-4276

Email: klamon@lamoncompany.com

August 30, 2024

Electronic Mail to: amanda.nava@lee.ga.us

Lee County, Assistant Director, Planning, Zoning & Engineering
Attn: Amanda Nava
102 Starksville Ave., N
Leesburg, GA 31763

RE: LETTER OF INTENT in relation to The Lamon Company, LLC Application for Rezoning from AG to R-1, R-1 to R-2, R-1 to C-1, and C-2 to R-2 for the property located off Robert B. Lee Dr. in Lee County, Georgia.

I, Kurt Lamon ("Applicant") in connection with its application for rezoning approval (the "Application"). This Letter of Intent is intended to supplement the Application and be incorporated therein.

The Applicant is seeking Lee County approval to rezone portions of the property commonly known as parcel 037C 276 located on Robert B. Lee Dr., in Leesburg, Lee County, Georgia, from A-G (Agricultural) to R-1 (Single-Family Residential), R-1 (Single-Family Residential) to R-2 (Multi-Family Residential), R-1 (Single-Family Residential) to C-1 (Commercial Neighborhood) and C-2 (General Commercial) to R-2 (Multi-Family Residential).

Subject Property – General Information

The total acreage for parcel # 037C 276 is 130.191. The subject property total to be rezoned for is 55.70 acres; 51.33 acres for residential development, and 4.37 acres for commercial use. Upon rezoning approval, a new plat will be submitted for review and approval.

The Parcel is currently zoned R-1 (Single-Family Residential), AG (Agricultural) and C-2 (General Commercial). It is located off Robert B. Lee Dr., is vacant/undeveloped and is owned by Mossy Dell, Inc.

Proposed Use

If approved for rezoning, Applicant will construct 411 single-family residential lots for development (purple and blue), 171 multi-family residential townhome/condos (light purple and pink), and future storage units/office space and general commercial development (yellow and red) and is expected for parcel 037C 276.

The expected schedule of the development will be over the course of 2-5 years.

I look forward to working the Community Development team, the Planning Commission, and the City Council, and are happy to answer any questions or address any concerns.

Sincerely,



Kurt Lamon
The Lamon Company, LLC

STATE OF GEORGIA

COUNTY OF LEE

This Intergovernmental Contract (“Contract”) entered into effective the ____ day of _____, 2024, by and among the **Board of Commissioners of Lee County, Georgia**, a political subdivision of the State of Georgia, and a public body corporate and politic created and established pursuant to Article I, Section I, Paragraph I of the Constitution of the State of Georgia, with a principal address of 102 Starksville Avenue North, Leesburg, Georgia 31763 (“Lee County”), the **Development Authority of Lee County, Georgia**, a public body corporate and politic created and established pursuant to the Georgia Development Authorities law (O.C.G.A. § 36-62-1, *et seq.*), with a principal address of 106 Walnut Avenue North, Leesburg, Georgia 31763 (“Development Authority”), and the **Hospital Authority of Lee County**, a public body corporate and politic created and established pursuant to the Hospital Authorities Law (O.C.G.A. § 31-7-70, *et seq.*), with a principal address of 102 Starksville Avenue North, Leesburg, Georgia 31763 (“Hospital Authority”).

WITNESSETH:

WHEREAS, Lee County was created and established pursuant to Georgia Laws 1921, Page 517, as amended; and

WHEREAS, the Development Authority was established and activated by the Board of Commissioners of Lee County, Georgia in 1969 and reestablished and reactivated by the Board of Commissioners of Lee County, Georgia by Resolution dated January 22, 1998, which Resolution provided for the reactivation of the Development Authority pursuant to O.C.G.A. § 36-62-4; and

WHEREAS, the Hospital Authority was established and activated by the Board of Commissioners of Lee County, Georgia by Resolution dated December 13, 2022 pursuant to O.C.G.A. § 31-7-72(a); and

WHEREAS, Lee County is authorized to provide public health facilities and services, including hospitals, ambulance, and emergency rescue services, pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution of 1983; and

WHEREAS, the public purpose of the Development Authority is to advance the general well-being of the citizens of Lee County by developing and promoting industry, trade, commerce and employment opportunities within Lee County; and

WHEREAS, the public purpose of the Hospital Authority is to provide for the acquisition, construction and equipping of hospitals, healthcare facilities, and related public health facilities to be located within the geographical area of Lee County; and

WHEREAS, Lee County, the Development Authority, and the Hospital Authority are authorized to enter into an Intergovernmental Contract pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution of 1983, for any period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, as long as such Contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the parties desire to enter into this Contract in connection with the provision of services related to economic development activities in Lee County and in connection with the provision of public health care facilities and services in Lee County, including, but not limited to, the development and construction of a Hospital in Lee County, Georgia (the "Hospital Project"); and

WHEREAS, the Real Property where the Hospital Project is anticipated to be constructed is more particularly described as Exhibit "A" to this Contract (the "Real Property"), which Exhibit "A" is incorporated into and made a part of this Contract by this specific reference thereto; and

WHEREAS, the Development Authority presently owns fee simple title to the Real Property where the Hospital Project and other medical facilities are anticipated to be constructed and operated in Lee County by virtue of a Limited Warranty Deed from the Lee County Parks and Recreation Authority to the Development Authority of Lee County, Georgia, dated June 10, 2020 and recorded in Deed Book 2142, Page 183-186 of the Lee County Deed Records; and

WHEREAS, a corporation known as MCLCG, Inc. (the "Company") has been incorporated under the Georgia Non-Profit Corporation Code (O.C.G.A. § 14-3-101 *et seq.*) as a non-profit corporate entity, which will own fee simple title to the Real Property where the Hospital Project is anticipated to be constructed and operated, and such other real or personal property as may be deemed necessary or appropriate in connection with the construction and operation of the Hospital Project; and

WHEREAS, pursuant to the provisions of O.C.G.A. § 36-62-6(a)(6), the Development Authority is authorized to sell, lease, exchange, transfer, assign, pledge, or mortgage, dispose of, or grant option for any real or personal property of interest therein for the purposes of the Authority; and

WHEREAS, Lee County, the Development Authority, and the Hospital Authority have determined that it is in the best interest of the citizens of Lee County that the parties hereto provide support, including financial support, for the development and construction of the Hospital Project for the benefit of Lee County and its citizens; and

WHEREAS, the parties agree that the terms and conditions of this Contract are necessary and appropriate to assist in the development and construction of the Hospital Project for the benefit of Lee County as aforesaid; and

WHEREAS, it is anticipated that the Hospital Authority will issue an initial series of revenue anticipation certificates in the aggregate principal amount currently anticipated to be \$128,000,000.00 (the "Revenue Bonds"), and the debt service thereon will be payable solely from the revenues of the Hospital Project; and

WHEREAS, it is also anticipated that the Hospital Authority will issue a second series of revenue anticipation certificates in an aggregate principal amount currently anticipated to be \$30,000,000.00, which will be payable from payments made by Lee County pursuant to a separate Intergovernmental Contract (the "Bond Intergovernmental Contract") between the Hospital Authority and Lee County ("the Contract Backed Bonds"); and

WHEREAS, pursuant to the Bond Intergovernmental Contract, Lee County will agree to pay the Hospital Authority amounts sufficient to enable the Hospital Authority to pay the debt service on the Contract Backed Bonds (the "Contract Payments"); and

WHEREAS, the annual debt service payment on the Contract Backed Bonds is estimated to be \$1.8 million annually; and

WHEREAS, Lee County may be reimbursed for all or a portion of the Contract Payments if the Company has met certain financial tests (e.g., a rate covenant and a days' cash on hand covenant) and the Company has fully funded a working capital reserve, debt service reserve and repair and replacement fund; and

WHEREAS, for the purposes of this Contract, the Revenue Bonds and the Contract Backed Bonds will also from time to time be referred to as the "Bonds" in this Contract; and

WHEREAS, the Hospital Authority will not have any responsibilities regarding the ownership or operation of the Hospital Project; and

WHEREAS, the day-to-day operations of the Hospital Project will be managed by Peoples Health System, LLC (the "Manager") pursuant to a management agreement between the Company and the Manager; and

WHEREAS, there will be expenses and legal fees incurred by the parties to this Contract and the Company related to the planning, design, and proposed financing of the Hospital Project (the "Upfront Costs"), and it is currently estimated that such Upfront Costs shall total \$3,000,000.00 to \$4,000,000.00; and

WHEREAS, the Upfront Costs shall include all such expenses and legal fees incurred, including, but not limited to architectural and engineering, but shall not include any of the "Excluded Upfront Costs" or any legal fees or expenses of the Manager as manager or developer; and

WHEREAS, the Excluded Upfront Costs shall mean the costs of a feasibility study of the Hospital Project and the costs incurred in connection with the required Certificate of Need application/exemption cost of the feasibility study, which shall be paid by the Manager; and

WHEREAS, separate and apart from the Upfront Costs, the County will pay the costs of installing utility lines to the Real Property and the costs of construction of public roads to provide access to and egress from the Real Property; and

WHEREAS, in the event the Bonds are issued, all or a portion of the Upfront Costs paid by the County may be reimbursed with the proceeds of the Bonds with the consent of the owners of the Bonds.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Development Authority shall take all reasonable actions within its legal authority to assist with the development and construction of the Hospital Project. Such assistance may be provided in accord with the terms of this Contract, and in accord with such other contracts that the Development Authority may enter into from time to time in connection with the Hospital Project.

2. The Hospital Authority shall take all reasonable actions within its legal authority to assist with the development and construction of the Hospital Project. Such assistance may be provided in accord with the terms of this Contract, and in accord with such other contracts that the Hospital Authority may enter into from time to time in connection with the Hospital Project.

3. Lee County shall take all reasonable actions within its legal authority to assist with the development and construction of the Hospital Project. Such assistance may be provided in accord with the terms of this Contract, and in accord with such other contracts that Lee County may enter into from time to time in connection with the Hospital Project.

4. Without limiting the generality of Section 1, the Development Authority hereby further agrees as follows:

(A) To convey its interest in the Real Property to the Company within ten (10) calendar days after request by the Company for the Development Authority to execute and deliver such conveyance to the Company. The conveyance shall be by Limited Warranty Deed and such conveyance shall be made free and clear of all liens and encumbrances. Lee County agrees to pay the costs of such conveyance in accord with the terms of this Contract; and

(B) To execute and deliver such temporary and permanent utility easements and fee simple title to road rights of way as may be deemed necessary or appropriate to Lee County, the Lee County Utilities Authority, or such other public or private entities as required for the location, installation, and construction of such utility lines and public road rights of way across and through the Real Property for utility connections and roadway access to the Hospital Project.

5. Without limiting the generality of Section 2, the Hospital Authority hereby further agrees as follows:

- (A) To issue the Revenue Bonds and the Contract Backed Bonds; and
- (B) To enter into the Bond Intergovernmental Contract with the County.

5. Without limiting the generality of Section 3, Lee County hereby further agrees as follows:

- (A) To pay the Upfront Costs related to the Hospital Project, subject to potential reimbursement thereof from the proceeds of the of the Bonds upon approval of the owners of the Bonds; and
- (B) To pay the costs of installing utility lines to the Real Property and the costs of construction of public roads to provide access to and egress from the Real Property; and
- (C) To enter into the Bond Intergovernmental Contract with the Hospital Authority, pursuant to which Lee County shall make the Contract Payments as the same become due and payable.

6. This Contract shall become effective upon the date and year first written above, and shall terminate upon the final completion of all of the obligations of the parties hereunder.

7. This Contract shall be construed in accord with the laws of the State of Georgia.

8. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by both parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon either party hereto.

9. Nothing herein, nor anything done or undertaken pursuant to the terms of this Contract, shall be construed or deemed to create the relations of principal and agent, partners, or joint venturers between or among Lee County, the Development Authority, and the Hospital Authority; rather, the parties shall each be considered to be independent contractors with respect to the other parties hereto for all purposes hereunder. Upon default of any party to this Contract, the non-defaulting party shall possess the right to exercise any remedy at law or in equity which may be available to enforce any term, condition, or provisions of this Contract.

10. If any provision or portion of this Contract shall be determined by a Court of competent jurisdiction to be in violation of or contrary to any existing or future law, statute, judicial decision, or local ordinance, neither the validity of or the effectiveness of any of the other terms or provisions of this Contract shall be affected thereby.

11. All notices required or permitted to be given with respect to this Contract shall be in writing. Each notice to Lee County shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

Ms. Christi Dockery, County Manager
Board of Commissioners of Lee County, Georgia
102 Starksville Avenue North
Leesburg, Georgia 31763

Each notice to the Development Authority shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

Ms. Lisa Davis, Executive Director
Development Authority of Lee County, Georgia
106 Walnut Avenue North
Leesburg, Georgia 31763

Each notice to the Hospital Authority shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to:

Hospital Authority of Lee County
102 Starksville Avenue North
Leesburg, Georgia 31763

Notices shall be sent to such other addresses as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall have been deposited in the United States Mail, postage prepaid, in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process under Georgia law.

12. This Contract shall not in any manner be construed to be in effect for more than fifty (50) years from the effective date hereof.

13. Each party to this Contract approved the same by majority vote of each respective party's governing board in a meeting held pursuant to notice as required under the provisions of O.C.G.A. § 50-14-1 (the "Georgia Open Meetings Act").

IN WITNESS WHEREOF the undersigned have set their hands and affixed their seals effective the day and year first above written.

**THE BOARD OF COMMISSIONERS
OF LEE COUNTY, GEORGIA**

BY: _____
Chairman

ATTEST: _____
Secretary

**DEVELOPMENT AUTHORITY
OF LEE COUNTY, GEORGIA**

BY: _____
Chairman

ATTEST: _____
Secretary

**HOSPITAL AUTHORITY
OF LEE COUNTY, GEORGIA**

BY: _____
Chairman

ATTEST: _____
Secretary

EXHIBIT "A"

Legal Description of the Property Subject to the Protective Covenants and Restrictions

Parcel: A

All that tract or parcel of land lying and being in Land Lot 266 of the 2nd District of Lee County, Georgia, and being more particularly described as follows:

From the Point of Beginning (POB); Thence, S 36° 48' 44.0" W for a distance of 397.0000 feet to a point on a line. Thence, N 53° 11' 16.0" W for a distance of 35.4167 feet to a point on a line. Thence, S 36° 48' 44.0" W for a distance of 156.5000 feet to a point on a line. Thence, N 53° 11' 16.0" W for a distance of 11.9708 feet to a point on a line. Thence, S 36° 48' 44.0" W for a distance of 106.5000 feet to a point on a line. Thence, N 53° 11' 16.0" W for a distance of 325.3316 feet to the beginning of a curve, Said curve turning to the left through an angle of 24° 21' 40.6", having a radius of 640.0000 feet, and whose long chord bears N 65° 22' 06.3" W for a distance of 270.0730 feet to a point of intersection with a non-tangential line. Thence, N 56° 08' 32.3" E for a distance of 194.2627 feet to a point on a line. Thence, N 01° 08' 34.0" E for a distance of 310.1017 feet to a point on a line. Thence, N 00° 46' 48.8" E for a distance of 125.6315 feet to a point on a line. Thence, N 19° 35' 17.5" E for a distance of 30.1745 feet to a point on a line. Thence, N 55° 07' 49.4" E for a distance of 159.4072 feet to a point on a line. thence S 53° 11' 16.0" E a distance of 785.9674 feet to the Point of Beginning (POB). Said property contains **10.625 acres** more or less.

Parcel: B

All that tract or parcel of land lying and being in Land Lot 266 of the 2nd District of Lee County, Georgia, and being more particularly described as follows:

From the Point of Beginning (POB); Thence, S 36° 48' 44.0" W for a distance of 657.0000 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 90° 00' 00.0", having a radius of 3.0000 feet, and whose long chord bears S 81° 48' 44.0" W for a distance of 4.2426 feet to a point of intersection with a non-tangential line. Thence, N 53° 11' 16.0" W for a distance of 769.1426 feet to a point on a line. Thence, N 36° 48' 44.0" E for a distance of 106.5000 feet to a point on a line. Thence, S 53° 11' 16.0" E for a distance of 11.9708 feet to a point on a line. Thence, N 36° 48' 44.0" E for a distance of 156.5000 feet to a point on a line. Thence, S 53° 11' 16.0" E for a distance of 35.4167 feet to a point on a line. Thence, N 36° 48' 44.0" E for a distance of 397.0000 feet to a point on a line. Thence S 53° 11' 16.0" E a distance of 724.7551 feet to the Point of Beginning (POB). Said property contains **11.224 acres** more or less.

Parcel: C

All that tract or parcel of land lying and being in Land Lot 266 of the 2nd District of Lee County, Georgia, and being more particularly described as follows:

From the Point of Beginning (POB); Thence, S 42° 27' 33.6" W for a distance of 174.9300 feet to a point on a line. Thence, S 64° 35' 33.8" W for a distance of 190.9146 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 04° 32' 30.6", having a radius of 190.0113 feet, and whose long chord bears N 50° 55' 00.7" W for a distance of 15.0582 feet. Thence, N 53° 11' 16.0" W for a distance of 404.3628 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 90° 00' 00.0", having a radius of 3.0000 feet, and whose long chord bears N 08° 11' 16.0" W for a distance of 4.2426 feet to a point of intersection with a non-tangential line. Thence, N 36° 48' 44.0" E for a distance of 657.0000 feet to a point on a line. Thence, S 53° 11' 16.0" E for a distance of 306.7793 feet to a point on a line. Thence, S 34° 53' 39.1" E for a distance of 116.9373 feet to a point on a line. Thence, S 08° 27' 03.2" W for a distance of 81.9831 feet to a point on a line. Thence, S 14° 52' 02.6" W for a distance of 115.0777 feet to a point on a line. thence S 21° 01' 22.9" W a distance of 106.0189 feet to the Point of Beginning (POB). Said property contains **7.288 acres** more or less.

Said parcels of land are more particularly shown on that certain plat of survey dated _____, prepared by _____ and recorded in Plat Slide _____, page _____ in the office of the Clerk of Superior Court of Sumter County, Georgia and said plat being incorporated herein by specific reference thereto.