

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE GEORGIA DEPARTMENT OF NATURAL RESOURCES AND THE  
COLUMBUS, GEORGIA, A CONSOLIDATED CITY-COUNTY GOVERNMENT  
LOCATED IN MUSCOGEE COUNTY, GEORGIA  
(USE AGREEMENT)**

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") by and between the **GEORGIA DEPARTMENT OF NATURAL RESOURCES**, an agency of the State of Georgia (hereinafter referred to as the "Department") and the **COLUMBUS, GEORGIA, a consolidated City-County Government located in MUSCOGEE COUNTY, GEORGIA** (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the State of Georgia holds title to and the Department is the custodian of that certain real property located in Muscogee County, Georgia, consisting of approximately \_\_\_\_\_ acres within Parcel \_\_\_\_\_, together with all the improvements, tenements and appurtenances thereunto belonging or in any wise appertaining thereto, including the right of ingress and egress thereto and therefrom at all times and any improvements and other properties located thereon and used in connection therewith<sup>1</sup> (hereinafter referred to as the "Premises"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference;

**WHEREAS**, an Executive Order issued on January 21, 2004 dedicated the Premises as a Heritage Preserve under the Heritage Trust Act of 1957 O.C.G.A. § 12-3-70 et. seq. (the "Executive Order");

**WHEREAS**, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the Department and the City may contract for any period not exceeding 50 years with each other for the provision of services, or for the joint or separate use of facilities or equipment;

**WHEREAS**, the International Mountain Bike Association ("IMBA") has developed principles and methods for building and managing sustainable multi-use trails, which are set forth in the works entitled *Trail Solutions: IMBA's Guide to Building Sweet Singletrack* (ISBN 0-9755023-0-1), *Managing Mountain Biking: IMBA's Guide to Providing Great Riding* (ISBN 978-0-9755023-1-X) and *Guidelines for a Quality Trail Experience* (<https://www.blm.gov/sites/blm.gov/files/Guidelines-for-a-Quality-Trail-Experience-2017.pdf>); and these principles and methods, including future refinements and advancements, collectively constitute the "IMBA Methods."

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<sup>1</sup> We need to make sure to carve out the house.

**WHEREAS**, the Department has approved a master plan based on the IMBA Methods for natural surface trails on the Premises as more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Trail System Master Plan");

**WHEREAS**, the Department, the City, and Columbus Water Works have or may entered into one or more intergovernmental agreements or arrangements regarding the access road traveling across the Premises from Old River Road to the northern end of the Green Island Hills neighborhood (the "Access Road IGAs");

**WHEREAS**, Standing Boy, Inc. ("SBI") is a Georgia nonprofit corporation that exists to:

First, protect and preserve the natural beauty and abundant resources of the Premises for the benefit of present and future generations;

Second, create, maintain, and manage a spectacular natural-surface trail system that is consistent with the natural state of the Premises; and

Third, leverage the natural beauty of the Premises and the trail system to: (i) support sound forestry management and ecological practices on the Premises, (ii) foster healthier, happier lives through physical activity in a natural environment, and (iii) promote appreciation, understanding, and stewardship of nature.

**WHEREAS**, IMBA has prepared for SBI a plan for parking and trailhead facilities as more particularly described in Exhibit C attached hereto and incorporated herein by this reference (the "Trailhead Master Plan").

**WHEREAS**, the City and SBI have executed concurrently with this Agreement a management agreement regarding the Premises as more particularly described in Exhibit D attached hereto (the "Management Agreement"), and all references to the City shall SBI as its designee pursuant to the Management Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual public benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.

### **EFFECTIVE DATES**

For and in consideration of the terms and conditions hereinafter set forth, and except as otherwise provided herein, the Department does grant to the City and the City hereby accepts possession of and permission to use the Premises beginning at 11:59 PM on January 31, 2023 (the "Effective Date"). Except for the rights retained by the Department under this Agreement, the City's possession and permission to use the Premises shall be exclusive.

2.  
**USE OF THE PREMISES**

2.1 The Premises shall be used for public outdoor recreational uses in accordance with and to the extent authorized by the Executive Order. The Premises shall not be used for any illegal or unauthorized purpose. Without limitation, the following uses shall not be permitted on the Premises:

- (a) Horseback riding, and
- (b) All-terrain vehicle or other off-road vehicle use, except as used by the City or the Department for operations and maintenance purposes, emergency vehicles or other purposes authorized under this Agreement, and
- (c) Hunting, except as permitted pursuant to the terms of Paragraph 2.3 below.

2.2 Without limitation, the City, or SBI, in accordance with the Management Agreement, may

- (a) construct and maintain the trails and trailhead facilities depicted in the Trail System Master Plan and the Trailhead Master Plan;
- (b) install educational and wayfinding signage and construct rest areas along the trails that consist of amenities such as bike racks, benches, and picnic tables, with the trails depicted in the Trail System Master Plan and all such signage and rest areas collectively constituting the “Trail System;”
- (c) construct and install parking areas, kiosks and other signage, water fountains, restrooms, benches, picnic tables, pavilions, and other similar infrastructure and amenities (the “Trailhead”);
- (d) store and stage materials such as rock or dirt; construct and install containers or sheds for tools and other materials (with any such locations or structures constituting the “Maintenance Facilities”); maintain and improve access roads; and take all other similar actions necessary to construct and maintain the Trail System and Trailhead; and
- (e) remove materials or structures that do not support the permitted uses and interfere with the natural state of the property (e.g., piles of trash and old sheds in poor repair).

All construction and maintenance activities shall respect the natural state of the Premises and satisfy all applicable archeological, environmental, and similar requirements. Additionally, all construction and maintenance activities related to the trails shall be in accordance with the IMBA Methods.

2.3 The Department reserves the right to permit hunting on the property as follows:

- (a) During each annual hunting season, the Department will conduct 8 three-day quota hunts.
  - (i) two archery-only deer hunts the FIRST Friday, Saturday, and Sunday in October and December.;
  - (ii) two archery-only deer hunts the FIRST and SECOND Friday, Saturday, and Sunday in November;
  - (iii) two youth turkey hunts the SECOND and THIRD Friday, Saturday, and Sunday of state season;
  - (iv) two archery-only turkey hunts the FOURTH and FIFTH Friday, Saturday, and Sunday of state season.
- (b) On days hunting is permitted on the Premises,
  - (i) the City shall have absolutely no responsibility whatsoever to manage or regulate the conduct of users that have accessed the property for the purpose of hunting, and the City shall have no liability whatsoever for any claims or damages directly or indirectly related to the injury of any persons present on the property or their vehicles as a result of the hunting use or any other joint use;
  - (ii) the Trail System and Trailhead shall have normal operating hours except during the youth turkey hunts, when shall be closed until 10AM; and
  - (iii) the Department may allow vehicular traffic on all roads on the Premises other than the road that is the subject of the Access Road IGAs.

2.4 The parties agree that, when possible, the Premises shall be primarily presented and marketed to the public as “Standing Boy Trails” or, when it is necessary to more specifically refer to the Premises as real property or the context otherwise requires, as the “Standing Boy Preserve.”

2.5 This Agreement shall be subject to the Access Road IGAs.

### 3. **HOURS OF OPERATION**

The City shall make the Premises available to the public, at a minimum, during daylight hours; provided, however, that Trail System shall be closed to all trail users when the trails are in a condition such that use of the Trail System would damage the trails. In addition, the City Manager shall have the ability to close the trails or limit the hours of operation where he and/or the Police Chief determine that public safety or public health concerns warrant such action.

4.

## **FEES**

The City may charge a reasonable parking fee to members of the public who wish to park their vehicles on the Premises but shall not charge the general public an admission fee of any kind for access to the Premises itself. Additionally, the City may charge a reasonable fee to persons holding events on the Premises. The Department understands that the parking and event fees may be collected by SBI pursuant to the Management Agreement, subject to all requirements imposed by this Agreement and the Management Agreement.

### 5.

#### **CONSIDERATION FROM CITY**

5.1 For and as partial consideration for the use of the Premises, the City agrees to keep each and every term and condition of this Agreement required to be kept by the City. It is understood that the obligations set out in paragraphs 5.2 and 5.3 below will be carried out by SBI in accordance with the Management Agreement.

5.2 For and as partial consideration for the use of the Premises, the City shall

- (a) maintain the Trail System, Trailhead, and Maintenance Facilities, and
- (b) operate, at no cost to the Department, the Premises as a public outdoor recreation area.

5.3 For and as partial consideration of the use of the Premises, the City shall cause to be furnished and shall pay for all utilities including but not limited to water, power, sanitation (sewage or otherwise), garbage pickup and disposal, and other utilities or services required for the City's use of the Premises.

5.4 For and as partial consideration of the use of the Premises, the City agrees that all revenue from the Premises shall be reinvested into the Premises, used to encourage utilization of the Premises, used to fund educational activities on the Premises, or put to other similar uses, including, without limitation, any administrative costs associated with the foregoing.

5.5 For and as partial consideration of the use of the Premises, the City shall, upon termination of this Agreement, return the Premises to the Department in as good a condition as when the City took possession, natural wear and tear only excepted.

### 6.

#### **CONSIDERATION FROM DEPARTMENT**

6.1 For and as partial consideration of the City's obligations under this Agreement, the Department shall maintain the Hunter Access Roads to a standard consistent with similar roads on Wildlife Management Areas.

6.2 For and as partial consideration of the City's obligations under this Agreement, the Department shall, upon request by the City, assist the City in addressing any unauthorized hunting on the Premises.

6.3 For and as partial consideration of the City's obligations under this Agreement, the Department shall, upon request by the City, make reasonable efforts to assist the City in applying for grants and other similar sources of funding by indicating assent to or support for such application or taking other similar actions as the holder of legal title to the Premises; provided, however that the Department shall have no additional obligations to assist in the preparation of such application or financially obligate itself with respect to such applications.

7.  
**TERM**

This Agreement shall be for a term of fifty (50) years beginning on the Effective Date and ending at 11:59 P.M., prevailing legal time in Atlanta, Georgia, on the day immediately preceding the fiftieth (50<sup>th</sup>) anniversary of the Effective Date, unless sooner terminated as hereinafter provided. The right of the use of the Premises is herein granted to the City effective upon the execution of this Agreement. The term may be extended if both the Department and the City desire, by executing a new Agreement at any time prior to the expiration of this Agreement.

8.  
**LIABILITY AND INSURANCE**

8.1 General Liability Agreement

- (a) To the extent permitted by Georgia law, the City shall be responsible to the Department from the Effective Date for all injury to persons or damage of any kind to property, real or personal, resulting from any grossly negligent act or omission or breach, failure or other default regarding the use of the Premises by the City, or any of its subtenants, its contractors, its agents, employees or others working at the direction of the City or on the City's behalf to the extent that Department suffers any loss therefrom.
- (b) Notwithstanding the foregoing subparagraph regarding injury to persons or damage of any kind to property, real or personal, directly or indirectly resulting from hunting, the City shall have no responsibility or liability whatsoever for such injuries or damages.

8.2 Insurance Requirements

8.2.1 Insurance Certificates. The City shall, prior to taking possession, procure the insurance coverages identified below through commercial insurance or approved self-insurance at the City's own expense and shall furnish the Department an insurance certificate listing the Department as the certificate holder. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Department as certificate holder
- (i) Contract Name
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty (30) days notice of cancellation/non-renewal (See 8.2.2(a) below).

8.2.2 Policy Provisions. Each of the insurance coverages required below, procured through commercial insurance, (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

(a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after the Department has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this contract shall have been received, accepted, and acknowledged by the Department.

(b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").

(c) Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend Department, State of Georgia, their employees and officers remains in full force and effect and is not waived by any policy of insurance. The Attorney General of Georgia shall represent and defend the Department, State of Georgia, their employees and officers. In the event of litigation, any settlement on behalf of the Department, State of Georgia, their employees and officers must be expressly approved by the Attorney General. The City and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Department, State of Georgia, their employees and officers, in which case there will be mutual cooperation between the Attorney General and such counsel.

(d) Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed Ten Thousand Dollars (\$10,000.00).

8.2.3 Insurance Coverages. The City agrees to purchase through commercial insurance or approved self-insurance and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A § 50-21-37 have been procured by the City. The minimum required coverages and liability limits are as follows:

(a) Workers' Compensation. The City shall provide Workers' Compensation coverage for its own employees in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group-insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that the City qualifies to pay its own workers' compensation claims. The City shall require all subtenants or contractors using the property or performing work under this agreement to obtain an insurance certificate showing proof of Workers' Compensation.

(b) Commercial General Liability Insurance. Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent), which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and personal injury liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

	Coverage	Limit
1.	Premises and Operations	\$1,000,000 per occurrence
2.	Damage to Premises	\$1,000,000 per occurrence
3.	Personal injury	\$1,000,000 per occurrence
4.	General Aggregate	\$1,000,000 per project



All requirements for Commercial and General liability insurance shall be satisfied by the naming of the Department and the City each as an additional insured under the policy provided by the Southern Off-Road Bicycle Association (the "SORBA Policy"), of which the Department is already named an additional insured with respect to the Premises and other Department properties containing trails developed in conjunction with SORBA. In the event that the SORBA Policy is cancelled or not renewed, then the City may propose a replacement insurance policy for the Department's approval which shall not be unreasonably withheld. In the event that an alternative insurance policy is not agreed upon, then the IGA shall terminate effective as of the date the required insurance is no longer of full force and effect.

8.2.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the end of the Term of this Agreement, as such Term may be renewed, modified or extended, or the City shall have vacated the Premises, whichever is the later.

9.

#### **WARRANTY AND REPRESENTATION**

The City hereby acknowledges that the Department is making no representation or warranty whatsoever as to the title, the condition of or any other matter relating to the Premises. The City will accept the Premises "as is" "whereas" and acknowledges that the Premises are suited for the uses intended by the City or may be made so by the City at no cost to the Department. Notwithstanding this waiver contained in this Section, the City does not waive any beneficial rights arising out of, or from, construction or design defects.

10.

#### **NATURAL CATASTROPHE**

If at least fifty percent (50%) of the Trail System is destroyed by storm, fire, lightning, earthquake or other casualty, this Agreement may terminate as of the date of such destruction if the City chooses. Damage to the Trail System, or any part thereof, resulting in the destruction of at less than fifty percent (50%) of the Trail System, shall in no way relieve the City from its duties and obligations herein made and agreed to be kept by the City except to the extent those obligations are made impossible to perform, nor shall it otherwise relieve the City of the provisions of this Agreement.

11.

#### **ASSIGNMENT AND SUBLETTING**

11.1 The City will enter into the Management Agreement which subleases and delegates the management of the Premises to SBI. In the event that the Management Agreement between the City and SBI is terminated, the City will have the option of taking on the responsibilities of this agreement without a local partner or it may contract with a new entity for a management agreement subject to the Department's approval of the new management agreement. Other entities may be authorized by the City or SBI to carry out certain events provided such operation is with the purposes for which the Premises shall be used. Except as provided in the preceding sentence, the City shall not, without prior written consent of the Department, assign this Agreement or any interest hereunder, or sublet the Premises or any part thereof.

11.2 The Department may, without consent of the City, transfer or assign this Agreement or any of the Department's rights or duties hereunder to another agency, department or authority of the State of Georgia. Except as set forth above, no other assignment may be made by the Department without the prior written consent of the City.

## 12. **TERMINATION**

12.1 Either party may terminate this Agreement with forty-five (45) days written notice to the other, if the other party defaults by failing to perform any of its obligations or duties hereunder and such default remains continuing thirty (30) days after such notice. If this Agreement is terminated by the Department pursuant to this provision, the City shall be deemed to have abandoned and surrendered the Premises, and the Department may, without legal process, enter upon and take immediate possession and control of the Premises to the complete exclusion of the City. The failure of either party to exercise such rights after one or more defaults shall not be a waiver of the rights of the party upon any subsequent default.

12.2 In the event that the Management Agreement with SBI terminates and the City does not exercise either of the options spelled out in Section 11.1 above then it may terminate this agreement with forty-five (45) days written notice to the Department.

12.2 The City or the Department may terminate this Agreement for convenience with three hundred sixty-five (365) days written notice to the other.

## 13. **NOTICES**

Notices, requests, demands and other communications provided for hereunder shall be in writing or sent by facsimile transmission to the facsimile number indicated below (which shall be followed by an immediate telephone call

to confirm delivery); mailed by first class United States certified mail, return receipt request; delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL); or personally delivered to the applicable party at the addresses indicated:

In case of City, to: City Manager  
P.O. Box 1340  
Columbus, Georgia 31902-1340

In case of Department, to: Director, State Parks & Historic Sites  
Division  
Ga Department of Natural Resources  
2610 Hwy 155 SW  
Stockbridge, Ga 30281  
Facsimile: (770) 389-7878  
Confirmation: (770) 389-7277

Or at such other address, facsimile or telephone number as time to time is designated by party receiving the notice.

#### 14.

#### **GENERAL PROVISIONS OF THIS AGREEMENT**

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

14.2 All time limits stated herein are of the essence of this Agreement.

14.3 Each of the provisions of this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of the Department and the City, to the successors and assigns of the Department, and to the extent that the Department has consented to an assignment of this Agreement, to the successors and assigns of the City, and shall be deemed and treated as real covenants running with the land during the term of this Agreement.

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

14.5 All rights, powers and privileges conferred by this Agreement upon the Department and the City shall be cumulative, and not restrictive, of those given by law.

14.6 Excepting only causes beyond the City's control and for causes and at times permitted hereunder, the City shall not abandon or vacate the Premises during the term of this Agreement. If the City abandons or vacates the Premises for a continuous period of 180 days or more, the City shall be in default of this Agreement.

14.7 The City shall vacate the Premises promptly upon the termination of this Agreement. Any holding over or continued use or occupancy of the Premises by the City after termination of this Agreement without express written consent of Department shall not constitute a Tenancy-At-Will in the City, but the City shall be a Tenant-At-Sufferance and may be required to vacate the Premises immediately without notice.

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

14.9 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

14.10 In the enjoyment of the use herein granted by the Department to the City and of the rights and privileges incident thereto, the City shall at all times comply with all applicable laws, rules and regulations of the State of Georgia and of the United States, and all applicable local codes, ordinances, rules and regulations. The City shall not in its use and occupancy of the Premises discriminate on the basis of race, gender, color, national origin, religion, age or disability. This provision may be enforced by termination of the Agreement, by injunction, and by any other remedy available at law to the Department.

14.11 No estate in land shall pass out of the Department by virtue of this Agreement.

14.12 Nothing in this agreement shall be construed as waiving any immunity or privilege of any kind enjoyed by the State or State authorities or any

immunity or privilege of any kind enjoyed by any County, Municipality or other local governing authority.

14.13 The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20 et seq. in any respect.

14.14 The parties represent that they have the right, power and authority to enter into this Agreement and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this Agreement.

15.

### **MODIFICATIONS AND AMENDMENTS**

No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the Department and the City.

16.

### **IMPROVEMENTS AND GRANTS**

16.1 Upon commencing use of the Premises, the City may install and operate, at no cost to the Department, in and on the Premises such additional fixtures, trade fixtures, equipment, machinery and appliances as the City shall consider necessary for the permitted purposes hereof; provided that the City complies with all laws, rules and regulations regarding the installation and operation thereof. Except as may otherwise be provided in this Agreement; the City may remove any of its personal property from the Premises without the prior consent of the Department. Upon the expiration or earlier termination of this Agreement, the City shall have one hundred and twenty (120) days within which to remove the City's personal property from the Premises. The City shall repair any damage to the Premises caused by the installation or removal, at any time, of personal property. Any equipment or personal property of the City remaining in the Premises beyond such one hundred twenty (120) day period after the expiration or early termination of the Agreement shall be deemed the property of the Department and may be retained or disposed of by the Department at the Department's discretion without accounting to the City for the proceeds of any sale thereof. The City acknowledges that all equipment and personal property located at or on the Premises will be at the City's risk and the Department shall not be liable for any damage thereto or loss thereof.

16.2 All buildings and other items placed upon the property by the City that are customarily considered to be real property shall remain upon the property at the expiration or earlier termination of the Agreement, and the ownership of such buildings and items shall be vested in the State at that time.

16.3 Other than installing equipment and other personal property as set forth in Section 16.1, the City agrees that no improvements to the Premises, whether new construction, modification, alteration or renovation, either interior or exterior in nature, shall be commenced until plans and specifications for the improvements have been reviewed and approved in writing by the Department and any necessary building permits have been obtained by the City.

16.4 The Department understands that the City or SBI may seek various grants in connection with its use of the Premises pursuant to this Agreement, and the Department agrees to assist the City or SBI as the Department deems necessary in such endeavors.

18.

**RIGHT TO INSPECT AND USE PREMISES**

The Department reserves the right and the City agrees to permit representatives of the Department to enter the Premises at all reasonable times for the purposes of inspecting the Premises and determining compliance with this Agreement.

**IN WITNESS WHEREOF**, the Department and the City, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

**GEORGIA DEPARTMENT OF NATURAL  
RESOURCES**

By: \_\_\_\_\_(Seal)  
Mark Williams, Commissioner

Date: \_\_\_\_\_

(Department Seal Affixed Here)

**COLUMBUS CONSOLIDATED  
GOVERNMENT**

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

(Commission Seal Affixed Here)