



Jawahn E. Ware
County Clerk/Procurement Manager

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Attention Viewers of www.dougherty.ga.us:

The following supplemental material pertains to the:

November 6, 2019 Special Called Meeting

Documents received after 1:00 p.m., November 6, 2019 are not included.

For questions or concerns pertaining to Commission related items, please call 229-431-2121.

Sincerely,

Jawahn E. Ware
County Clerk



**SPECIAL CALLED MEETING
NOVEMBER 6, 2019**

DRAFT 1 bh

**Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701**

2:00 P.M.

AGENDA

1. Call meeting to order by Chairman Christopher Cohilas.
2. Consider for action the **Resolution** providing for approval and execution of an **Intergovernmental Purchase and Sale Agreement between Dougherty County, Georgia and New Schools Georgia, Inc.** for a transfer by Dougherty County of all real property owned by the County bounded by Jefferson Street, Eleventh Avenue, N. Monroe Street and Eighth Avenue comprising some 18.0 acres, more or less, for the purpose of establishing the Collegiate Academy of Albany, a public **Charter School** approved by the **State Charter Schools Commission** as a part of the educational system of Dougherty County, Georgia. County Administrator Mike McCoy and County Attorney Spencer Lee will address.
ACTION: **See Handout.**
3. Adjourn.

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 at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.

**A RESOLUTION
ENTITLED**

A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF AN INTERGOVERNMENTAL PURCHASE AND SALE AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA AND NEW SCHOOLS GEORGIA, INC. PROVIDING FOR A TRANSFER BY DOUGHERTY COUNTY OF ALL REAL PROPERTY OWNED BY THE COUNTY BOUNDED BY JEFFERSON STREET, ELEVENTH AVENUE, N. MONROE STREET AND EIGHTH AVENUE COMPRISING SOME 18.0 ACRES, MORE OR LESS, FOR THE PURPOSE OF ESTABLISHING THE COLLEGIATE ACADEMY OF ALBANY, A PUBLIC CHARTER SCHOOL APPROVED BY THE STATE CHARTER SCHOOLS COMMISSION AS A PART OF THE EDUCATIONAL SYSTEM OF DOUGHERTY COUNTY, GEORGIA; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and entering into an Intergovernmental Purchase and Sale Agreement between Dougherty County, Georgia and New Schools Georgia, Inc. providing for a transfer by Dougherty County of all real property owned by the County bounded by Jefferson Street, Eleventh Avenue, N. Monroe Street and Eighth Avenue comprising some 18.0 acres, more or less, for the purpose of establishing the Collegiate Academy of Albany, a Public Charter School approved by the State Charter Schools Commission as a part of the educational system of Dougherty County, Georgia.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached Intergovernmental Purchase and Sale Agreement between Dougherty County, Georgia and New Schools Georgia, Inc. providing for a transfer by Dougherty County of all real property owned by the County bounded by Jefferson Street, Eleventh Avenue, N. Monroe Street and Eighth Avenue comprising some 18.0 acres, more or less, for the purpose of establishing the Collegiate Academy of Albany, a Public Charter School approved by the State Charter Schools Commission as a part of the educational system of Dougherty County, Georgia is hereby approved and the Chairman of the Board of Commissioners is hereby authorized to execute same on behalf of Dougherty County. The Chairman of the Board of Commissioners is hereby authorized to execute any and all other documents, including closing documents, necessary to the full implementation of the Intergovernmental Purchase and Sale Agreement.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 6th day of November, 2019.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

INTERGOVERNMENTAL PURCHASE AND SALE AGREEMENT

This **INTERGOVERNMENTAL PURCHASE AND SALE AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into this ____ day of November, 2019, by and between **DOUGHERTY COUNTY, GEORGIA** (hereinafter referred to as “DC” and “Seller”) and **NEW SCHOOLS GEORGIA, INC.**, a Georgia non-profit corporation authorized by the Georgia Charter Schools Commission to operate as a Local Education Authority, (hereinafter referred to as “NSG” and “Purchaser”).

WITNESSETH that:

WHEREAS, DC owns various tracts of land with addresses of 1503 N. Jefferson Street, 400 Eleventh Avenue, 1500 N. Monroe Street and 409 Eighth Avenue, in Dougherty County, Georgia which collectively comprise 18.69 acres, more or less, as more particularly described at **Exhibit “A”** attached hereto, and as described at Deed Book 4558, page 305; Deed Book 3657, page 285 and Deed Book 3575, page 198, Dougherty County, Georgia Deed Records, (the “Property”); and

WHEREAS, DC agrees to sell the Property pursuant to the terms herein and as an intergovernmental transfer to the Purchaser, NSG, a non-profit corporation organized and existing under the laws of the State of Georgia as a Local Education Authority (“LEA”); and

WHEREAS, subject to the conditions set forth herein, NSG desires to purchase the Property for the purposes of establishing the Collegiate Academy of Albany, a public charter school to be constructed thereon pursuant to O.C.G.A § 20-2-2060, et. seq. and as subsequently amended. Purchaser intends to develop the property for the charter school in three (3) phases, (see **Exhibit “B”** attached hereto for summary of development phases): Phase 1: construction of a facility to be located on the vacant tract, said facility being approximately 20,000 square feet, and will house the initial charter school; Phase 2: begin expansion of sports facilities as the enrollment increases and as additional grades are added; and Phase 3: after the five (5) year renewal of the charter is granted, Purchaser intends to commence the planning and development of a facility to house grades 9-12, and further expansion and upgrades to sports facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the payment of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged by the Seller, the parties herein agree to the following terms and conditions:

1. PURCHASE PRICE and EARNEST MONEY DEPOSIT: Upon the approval of this Agreement by the Dougherty County Board of Commissioners, DC shall be authorized to sell, transfer and convey by Limited Warranty Deed, subject to certain conditions and stipulations agreed to herein by the Parties, all of its right, title and interest in the Property to NSG and NSG agrees, subject to the conditions and stipulations set forth below, to purchase the Property for **Three Hundred Thousand and 00/100 Dollars (US\$300,000.00)** in cash paid at Closing. NSG agrees to deposit Earnest Money with the Closing Attorney within two (2) business days of the approval of this Agreement by the Dougherty County Board of Commissioners in an amount not to exceed **Three Thousand and 00/100s Dollars (US\$3,000.00)** and said Earnest Money shall be refundable subject to the terms and conditions stated herein below.

2. AUTHORIZATION TO SELL: Upon the approval of this Agreement by the Dougherty County Board of Commissioners, DC shall be authorized to transfer and convey by Limited Warranty Deed, all of its rights, title and interests in the Property to NSG in exchange for the payment by NSG of **Three Hundred Thousand and 00/100 Dollars (US\$300,000.00)** subject to the allocation of said purchase price by the Seller among the four (4) parcels assembled for this sale. The four (4) parcels comprising of: **(1) Parcels 1 and 2 (National Guard Armory property)** transferred from the State of Georgia, State Properties

Commission to Dougherty County by Quitclaim Deed recorded at Deed Book 4558, page 305; **(2)** Parcel 3 transferred from the City of Albany to Dougherty County by Quitclaim Deed recorded at Deed Book 3657, page 285; and **(3)** Parcel 4 transferred from the Hospital Authority of Albany-Dougherty County to Dougherty County by Quitclaim Deed recorded at Deed Book 3575, page 198, Dougherty County, Georgia Deed Records.

3. CONDITIONS PRECEDENT: The parties agree herein that this agreement is expressly contingent and conditioned upon the following:

- a) NSG shall have until the date being sixty (60) days from the binding date of this Agreement to conduct its due diligence activities to determine to its satisfaction that the Property qualifies for use as a Georgia public charter school and NSG may terminate this Agreement at its discretion during said Due Diligence period without further obligation and with full entitlement to a refund of any Earnest Money paid hereunder. NSG shall have until the end of the Due Diligence period for NSG and NSG's agents and designees to enter the Property at reasonable times for the purpose of inspecting the Property, and making such surveys, soil tests, engineering studies and other investigations and inspections as NSG may desire to assess the condition of the Property; and
- b) NSG shall have sixty (60) days from the binding date of this Agreement to secure financing for the purchase and development of the Property subject to terms it finds acceptable and NSG may terminate this Agreement at its discretion during said finance contingency period without further obligation and with full entitlement to a refund of any Earnest Money paid hereunder; and
- c) This Agreement shall be contingent upon the receipt by NSG of the requisite approvals from local and state authorities to develop and maintain a Georgia public charter school on the Property; and
- d) DC's ability to convey fee simple title to the Property with no exceptions to title, except those certain "permitted exceptions" acceptable to NSG, and acceptable to its lender(s) and/or investor(s) and/ or bond holder(s) to be secured by said title, and compliant with O.C.G.A § 20-2-2060, et. seq. and as subsequently amended; and
- e) Results of an environmental phase one study satisfactory to NSG; and compliant with O.C.G.A § 20-2-2060, et. seq.

4. BINDING AGREEMENT DATE: This Agreement is subject to and conditioned upon the approvals of the Dougherty County Board of Commissioners and the NSG Board of Directors both of which shall be obtained on or before December 15, 2019. The parties herein agree that the binding date of this agreement herein shall be the date upon which the Dougherty County Board of Commissioners and the Board of Directors of NSG have both approved this Agreement and the terms and conditions as provided herein.

5. TERMINATION BY PURCHASER: In the event the terms and conditions applicable to DC as set forth herein above have not been completed to NSG's satisfaction by December 1, 2019, NSG may terminate this Agreement by providing written notice to the Dougherty County Board of Commissioners on or before said date.

6. CLOSING DATE: The parties agree that upon satisfaction of the contingencies stated herein, the closing date shall be on a date no later than thirty (30) days from the end of the Due Diligence period or December 31, 2019, whichever occurs last. Said closing date may be extended upon mutual agreement of the parties, but in no event shall be later than January 31, 2020. The closing shall be facilitated by a Closing Attorney chosen by the Purchaser. Purchaser shall notify Seller of its choice of Closing Attorney at the time of deposit of the Earnest Money.

7. TRANSFER and CONDITIONS OF TITLE: The parties herein agree that transfer of title contemplated by this Agreement is expressly conditioned upon the following:

(a) At closing, the Seller will convey unto the Purchaser fee simple title to the Property by Limited Warranty Deed, with Seller's warranty of title limited to the period of Seller's ownership of the Property; and

(b) Seller's conveyance of title to Purchaser shall be subject to a reversion of title in favor of Seller at such time as the Purchaser ceases to use the Property as a public charter school, as defined by O.C.G.A. § 20-2-2060, et. seq. and as subsequently amended, and said right of reversion shall terminate as to all parcels at such time as the first Certificate of Occupancy is issued to Purchaser for any improvement constructed by Purchaser for the intended use, on any one of the parcels to be conveyed herein, with the exception of the "Armory tract." Seller agrees to execute a document to terminate said right of reversion upon the title at the time Purchaser obtains said Certificate of Occupancy as described herein.

(c) The Seller shall transfer Parcels 1 and 2 (National Guard Armory property) to Purchaser subject to that certain "Public Purpose Only" restriction on the land pursuant to the Quitclaim Deed recorded at Deed Book 4558, page 305, Dougherty County, Georgia Records; and

(d) Seller's conveyance of title to Purchaser shall be subject to all applicable easements and restrictions of record, and subject to those easements and restrictions not appearing of record.

8. GOVERNING LAW AND INTERPREATION: This Agreement shall be interpreted in accordance with the laws of the State of Georgia. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be considered severable, and all other provisions not contrary to the law shall nevertheless continue in full force and effect.

9. TIME IS OF THE ESSENCE: With respect to all terms and conditions of this Agreement, time is of the essence.

10. NON-MERGER: This Agreement shall not be merged into the documents executed at the closing but shall survive the closing; and the provisions hereof shall remain in full force and effect.

11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect, unless same be in writing, signed by both Purchaser and Seller and attached hereto. This Agreement may not be modified, amended or waived except upon the written agreement of Purchaser and Seller.

12. BINDING EFFECT: This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective, assigns, or successors in interest.

(Signatures on the following page)

IN WITNESS WHEREOF New Schools Georgia, Inc. and Dougherty County, Georgia have caused this Agreement to be executed and sealed by its duly authorized representatives, as of this ____ day of November, 2019.

SELLER:

Board Commissioners of Dougherty County

(Seal)
Chairman of the Board of Commissioners of Dougherty County

PURCHASER:

New Schools Georgia, Inc.
a Georgia non-profit corporation

(Seal)
By:
Its: President

EXHIBIT "A"
Legal Description
Parcel 1 & 2
Deed Book 4558, Page 305-310

2.106 ACRES

Begin at the northwest corner of the intersection of North Jefferson Street and Eighth Avenue; run west along the north property line of Eighth Avenue a distance of 417.43 feet to a stake; with this as a starting point, run west along the north property line of Eighth Avenue a distance of 439.57 feet to the northeast corner of the intersection of Eighth Avenue and North Monroe Street; thence run north along the east property line of North Monroe Street a distance of 208.71 feet; thence run east a distance of 439.57 feet; thence run south a distance of 208.71 feet to the starting point. Said tract of land contains 2.106 acres.

1.216 ACRES

All that tract or parcel of land lying and being in Land Lot 331 of the First Land District of Dougherty County, Georgia, and being more particularly described as follows:

Commencing at the northeastern intersection of Monroe Street (a 60 foot wide right-of-way) and Eighth Avenue (a 50 foot wide right-of-way), run thence along the northern right-of-way line of Eighth Avenue South 89 degrees 54 minutes 12 seconds West a distance of 439.25 feet to an iron pin and the POINT OF BEGINNING; run thence North 00 degrees 13 minutes 36 seconds West a distance of 358.66 feet to an iron pin found; run thence North 89 degrees 54 minutes 12 second East a distance of 212.58 feet to an iron pin; run thence South 00 degrees 13 minutes 37 seconds East a distance of 127.04 feet to an iron pin; run thence South 89 degrees 54 minutes 12 seconds West a distance of 100.53 feet to an iron pin; run thence South 00 degrees 13 minutes 37 seconds East a distance of 231.63 feet to an iron pin on the northern right-of-way line of Eighth Avenue; run thence along the northern right-of-way line of Eighth Avenue South 89 degrees 54 minutes 12 seconds West a distance of 112.05 feet to the Point of Beginning.

This tract contains an area of 1.216 acres and this description is based upon a plat of survey for The State of Georgia, dated June 13, 1994 and prepared by J.A. Evans & Associates, and recorded in Plat Cabinet 1, Slide C-16, in the office of the Clerk of the Superior Court of Dougherty County, Georgia.

0.61 ACRES

All that tract or parcel of land lying and being in the County of Dougherty, State of Georgia, more particularly described as follows:

Commencing at the Southeast corner of North Monroe Street and Ninth Avenue extended East; thence run North two degrees zero minutes West (N 02°00'W) a distance nineteen and seven-tenths (19.7') feet to the True Point of Beginning; thence run North eighty-eight degrees zero minutes East (N 88°00'E) a distance of two hundred fifty nine and three tenths (259.3') feet to a point; thence run North seventy-two degrees forty-six minutes nineteen seconds East (N 72°46'19"E) a distance for one hundred eighty-six and fifty-five hundredths (186.55') feet to a point; thence run South two degrees zero minutes East (S 02°00'E) a distance of eighty (80.0') feet to a point; thence run South eighty-eight degrees zero minutes West (S 88°00'W) a distance of one hundred eighty (180.0') feet to a point; thence run South two degrees zero minutes East (S 02°00'E) a distance of thirty five (35.0') feet to a point; thence, run South eighty-eight degrees zero minutes West (S 88°00'W) a distance of two hundred fifty-nine and three tenths (259.3') feet to a point; thence run North two degrees zero minutes West (N 02°00'W) a distance of sixty-six (66.0') feet to the Point of Beginning.

There is excepted from this instrument and retained in the Grantor herein a perpetual sewer easement described as follows:

Commencing at the True Point of Beginning; thence run North eighty-eight degrees zero minutes East (N 88°00'E) a distance of two hundred fifty-nine and three tenths (259.3') feet to a point; thence run North seventy-two degrees

forty-six minutes nineteen seconds East (N 72°46'19E) a distance of one hundred eighty-six and fifty-five hundredths (186.55') feet to a point; thence run South two degrees zero minutes East (S 02°00'E) a distance of sixty-eight and sixty-five hundredths (68.65') feet to a point on the centerline of the easement; thence run South fifty-three degrees and twenty-five minutes West (S 53°25'W) along the centerline of the easement a distance of twenty (20.00') feet to the South line of the above described parcel. Said described centerline to be the center of the thirty (30.0) foot perpetual sewer easement, said perpetual sewer easement to include the right of maintenance and repair, with rights of ingress and egress for such purposes.

No permanent structure shall be constructed upon the sewer easement.

0.29 ACRES

All that tract or parcel of land lying and being in County of Dougherty, State of Georgia, and more particularly described as follows:

Commencing at the Southeast corner of North Monroe Street and Ninth Avenue extended East; thence running North eighty-eight degrees (88°-00') East along the South side of Ninth Avenue extended East a distance of Two hundred Sixty-One and Three-Tenths (261.3) feet to a point; thence running South two degrees (2°-00') East a distance of eleven and three-tenths (11.3) feet to an iron pin and the True Point of Beginning; thence running South two degrees (2°-00') East a distance of seventy (70) feet to a point; thence running North eighty-eight degrees (88°-00') East a distance of One Hundred Eighty (180) feet to a point; thence running North two degrees (2°-00') West a distance of seventy (70) feet to a steel pin; thence running South eighty-eight degrees (88°-00') West a distance of One Hundred Eighty (180) feet to the True Point of Beginning.

There is excepted from the retained in the Grantor herein a perpetual sewer easement described as follows:

Commencing at the True Point of Beginning; thence running South two degrees (2°-00') East a distance of seventy (70) feet to a point; thence running North eighty-eight degrees (88°-00') East a distance of sixty-two (62) feet to the Beginning of the Easement; thence running North fifty-three degrees and twenty-five minutes (53°-25') East a distance of One Hundred Twenty-Three and Five Tenths (123.5) feet to the North line of the above described parcel. Said described line to be center of the thirty (30) foot wide Perpetual Sewer Easement.

0.21 ACRES

Beginning at a point on the East side of North Monroe Street 208.71 feet from the intersection of the East margin of North Monroe and the North margin of Eighth Avenue, said point of being the Northwest corner of the property deeded to the State of Georgia by the City of Albany as authorized by Resolutions 84 and 382 adopted April 26, 1949 and July 13, 1954. Running thence along the East margin of North Monroe Street North a distance of 35 feet to a point; thence East parallel to the North property line of said property deeded to the State of Georgia by Resolutions 84 and 382 a distance of 259.3 feet to a point; thence South parallel with the East margin of North Monroe Street a distance of 35 feet to the North property line of said property of the State of Georgia; thence West along said property line 259.3 feet to the Point of Beginning.

Said land containing approximately 0.21 acres.

EXHIBIT "A"
Legal Description
Parcel 3
Deed Book 3657, Page 285-286

All that tract or parcel of land lying and being in the County of Dougherty, State of Georgia, and being more particularly described as follows:

Commence at a point where the south right-of-way of Eleventh Avenue (50' right-of-way) intersects with the east right-of-way of Monroe Street (60' right-of-way) and use this as the Point of Beginning. Thence run South 89 degrees 39 minutes 49 seconds East along said south right-of-way of Eleventh Avenue a distance of 195.52 feet to a point; thence continue in a southeasterly direction along said south right-of-way of Eleventh Avenue along a curve to the right with a radius of 547.96 feet, an arc distance of 352.00 feet whose chord is south 71 degrees 15 minutes 38 seconds east a chord distance of 345.98 feet to a point; thence continue along said south right-of-way of Eleventh Avenue South 52 degrees 51 minutes 27 seconds east a distance of 99.86 feet to a point; thence continue in a southeasterly direction along the south right-of-way of Eleventh Avenue along a curve to the left with a radius of 433.08 feet, an arc distance of 234.92 feet whose chord is south 68 degrees 23 minutes 49 seconds east a chord distance of 232.05 feet to a point; thence run South 38 degrees 24 minutes 42 seconds East a distance of 31.81 feet to a point, said point being on the west right-of-way of Jefferson Street; thence run along said west right-of-way of Jefferson Street South 00 degrees 21 minutes 18 seconds East a distance of 370.74 feet to a point; thence run due West a distance of 161.77 feet to a point; thence run due South a distance of 96.24 feet to a point; thence run South 89 degrees 33 minutes 08 seconds East a distance of 171.52 feet to a point, said point being on the west right-of-way of Jefferson Street; thence run South 00 degrees 05 minutes 11 seconds West a distance of 24.07 feet to a point; thence run North 89 degrees 36 minutes 45 seconds West a distance of 299.28 feet to a point; thence run South 00 degrees 11 minutes 00 seconds West a distance of 208.12 feet to a point, said point being on the north right-of-way of Eighth Avenue; thence proceed along said north right-of-way of Eighth Avenue South 88 degrees 12 minutes 10 seconds West a distance of 39.78 feet to a point; thence continue along said north right-of-way of Eighth Avenue North 89 degrees 36 minutes 45 seconds West a distance of 74.05 feet to a point; thence run North 00 degrees 11 minutes 00 seconds East a distance of 360.19 feet to a point; thence run South 74 degrees 58 minutes 16 seconds West a distance of 186.74 feet to a point; thence run North 89 degrees 49 minutes 00 seconds West a distance of 259.10 feet to a point, said point of being on the east right-of-way of Monroe Street; thence run North 00 degrees 11 minutes 00 seconds East a distance of 669.60 feet to the Point of Beginning. Said tract contains **12.19 acres** and is depicted on a Plat prepared by the Dougherty County Engineering Department entitled PROPOSED TENNIS PARK dated May 4, 2006, the same being expressly incorporated herein by reference.

EXHIBIT "A"
Legal Description
Parcel 4
Deed Book 3575, Page 198-199

TRACT I: 1503 N. JEFFERSON STREET: All that tract or parcel of land lying and being in the County of Dougherty, State of Georgia, and being more particularly described as follows:

Beginning at the northwest intersection of 8th Avenue and North Jefferson Street, running thence North along the West margin of North Jefferson Street 210 feet to a point; thence West 300.7 feet to a point; thence South 107.4 feet to the Northwest corner of the tract previously conveyed to Mr. and Mrs. O.H. Bearry by H.H. Williamson; thence East 94 feet along the North side of the Bearry tract to a point; thence South 102.6 feet along the East side of the Bearry tract to the North side of 8th Avenue; thence East 206.7 feet along the North margin of 8th Avenue to the Point of Beginning. Said tract containing approximately **1.2 acres**, more or less, situate in the City of Albany, County of Dougherty, State of Georgia, by H.H. Williamson from A.C. Knight by Deed dated February 26, 1948, and recorded March 10, 1948, in Deed Book 119, at Page 556, among the records of said County and State.

Together with buildings and other improvements erected thereon.

AND subject further to all existing easements, rights-of-way, and/or covenants, restrictions, encumbrances, or agreements affecting the property conveyed hereunder, whether or not the same now appear of record.

TRACT II: 407 EIGHTH AVENUE: All that tract or parcel of land lying and being in Land Lot 331 of the First Land District, City of Albany, Dougherty County, Georgia, and being more particularly described as follows:

BEGIN at a point, which point is a right-of-way monument found located on the Western right-of-way of North Jefferson Street, City of Albany, Dougherty County, Georgia (a 76 foot right-of-way), and the Northern right-of-way of Eighth Avenue (a right-of-way which varies) and from said right-of-way monument found run thence South 30° 43' 02" West a distance of 22.50 feet to a right-of-way monument found located on the Northern right-of-way of Eighth Avenue; from said point run along said Northern right-of-way South 89° 11' 17" West a distance of 78.03 feet to a right-of-way monument found on the said Northern right-of-way of Eighth Avenue; and from said point run thence along said Northern right-of-way South 87° 40' 57" West a distance of 116.63 feet to the POINT OF BEGINNING. From said Point of Beginning run along said Northern right-of-way of Eighth Avenue South 87° 40' 57" West a distance of 94.07 feet to a point; from said point run thence North 00° 03' 58" West a distance of 102.05 feet to a point; from said point run thence South 89° 55' 58" East a distance of 94.00 feet to a point; from said point run thence South 00° 03' 58" East a distance of 98.14 feet to the POINT OF BEGINNING.

Said tract or parcel contains **0.215 acres**, more or less, and is more particularly shown on a plat of survey by Cary F. Reed, GRLS # 2896, dated November 9, 2005, which plat is fully incorporated by reference herein.

This property also the same property as that conveyed to Doyt Gardner Brown and Jess W. Jacobs by Warranty Deed dated February 1976, from Phillip W. Paul and Joanna F. Paul and recorded in Deed Book 555, Page 600, in the Office of the Clerk of Superior Court of Dougherty County, Georgia, and is further the same property as that shown belonging to H.H. Williamson, on a certain plat dated September 10, 1952, and recorded in Plat Book 2, Page 107, in the Office of the Clerk of Superior Court of Dougherty County, Georgia.

EXHIBIT “B”

Summary of Development Phases

1. 2020, Clean up and slightly remodel the Armory building and surrounding grounds. Use as is as much as possible; and
2. 2020, Demolish the larger metal maintenance building in the center of the property; and
3. Build out two 10,000 sq. ft. classroom buildings and playground, on the NON-Armory property near the Armory building in 2020 for school opening; and
4. In Late 2022, early 2023, build additional 20,000 sq. ft. of classrooms; and
5. A playing field may be included in first three years, if we have enough surplus to fund it; and
6. In 2025-2026, with charter renewal, build out High school, gymnasium, additional playing fields, 40-50,000 sq. ft.