



# Newnan-Coweta County Airport Authority

Regular Meeting Session

~ Agenda ~

115 Airport Road  
Newnan, GA 30263  
[www.coweta.ga.us](http://www.coweta.ga.us)

Fran Collins  
770.254.2601

Thursday, January 26, 2023

9:00 AM

Commission Chambers

## Call to Order

Attendee Name	Present	Absent	Late	Arrived
Chairman Joe Rutkiewicz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vice-Chairman Hank Moody	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Secretary Lee Moody	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Authority Member Janice Laws Robinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Authority Member Edward Davidson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Airport Manager Calvin Walker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Assistant Airport Manager Nate Schattner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Attorney Nathan Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Airport Engineer Phil Eberly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clerk Fran Collins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Meeting Called to Order

Notification of Location of Rules

## REGULAR SESSION

### FIRST OF YEAR BUSINESS

1. Beginning of the Year Appointments - Chairman, Vice-Chairman, Secretary, Counsel, and Clerk
2. Adoption of Rules Governing Airport Authority Meetings

### CONSENT AGENDA

3. Confirm Execution of a Lease Mortgage and an Assignment of Ground Lease with United Bank for Property Located at 68 Dale Pepper Drive

### APPROVAL OF THE MINUTES

### SUPPLEMENTAL AGENDA

### UNFINISHED BUSINESS

### PUBLIC COMMENTS-ITEMS ON THE AGENDA

### NEW BUSINESS

4. Request Approval/Execution of a Lease Agreement with Landings Property Leasing, LLC Associated with Property Located at 260 West Aviation Way
5. Request Approval/Execution of an Amendment to the Lease Agreement with WarDaddy Aviation, Inc.
6. Request Approval/Execution of a Permanent Grant of Easement with WideOpenWest Georgia, LLC (dba WOW!)

7. Request Approval/Execution of a Temporary Easement Agreement with CRG Services, LLC Associated with Construction of the Bridgeport Sign

**UPDATES FOR THE AUTHORITY**

8. Update from the Airport Manager
9. Update from the Airport Sponsor
10. Update from the Airport Engineer

**SUPPLEMENTAL ITEMS**

**PUBLIC COMMENTS-ITEMS NOT ON THE AGENDA**

**EXECUTIVE SESSION - In accordance with O.C.G.A. 50-14-4**

**REGULAR SESSION**

**AFFIDAVIT**

**ADJOURNMENT**

**As set forth in the Americans with Disabilities Act of 1992, the Coweta County government does not discriminate on the basis of disability and will assist citizens with special needs given proper notice (seven working days). For more information, please contact ADA Coordinator Chuck Lee at 770.254.2608.**



## **Airport Authority**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 12/5/2022

**RE:** Elect Officers and Appoint Authority Counsel and Authority Clerk for Calendar Year 2023

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**Issue:** Appointments Necessary for Calendar Year 2023

**Discussion:** Election of a Chairman, Vice-Chairman, and Secretary to serve for calendar year 2023 as well as appointments of the Authority Attorney and Authority Clerk are necessary.

**Recommendation:** Staff recommends that the following:

- Election of a Chairman to serve for calendar year 2023
- Election of a Vice-Chairman to serve for calendar year 2023
- Election of a Secretary to serve for calendar year 2023
- Appointment of Nathan Lee to serve as counsel for calendar year 2023
- Appointment of Fran Collins to serve as Authority Clerk for calendar year 2023



## **Airport Authority**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 12/5/2022

**RE:** Rules Governing Airport Authority Meetings

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**Issue:** Rules governing the Regular Meeting Sessions of the Newnan-Coweta County Airport Authority

**Discussion:** It is necessary for the Authority to adopt the rules governing their Regular Meeting Sessions scheduled for 2023.

**Recommendation:** For calendar year 2023, staff recommends that the Authority adopt the current rules governing the Regular Meetings of the Newnan-Coweta County Airport Authority (initially adopted February 22, 2021 and effective February 23, 2021).



NEWNAN-COWETA AIRPORT AUTHORITY  
RULES GOVERNING  
REGULARLY SCHEDULED MEETINGS

The following rules are designed to promote a fair and open process for the Newnan-Coweta Airport Authority meetings.

**Section 1 – General**

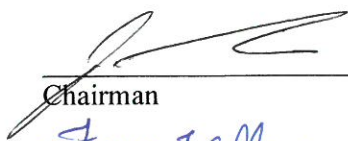

- 1.1 The location of the Rules Governing the Regular Meetings will be announced at the beginning of each meeting.
- 1.2 The Authority will follow Robert’s Rules of Order with the legal counsel serving as Parliamentarian.

**Section 2 – Agenda**

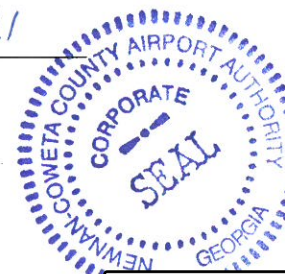
- 2.1 In coordination with the Airport Manager, Clerk, and Authority Members, the Chairman shall establish the meeting agenda for regularly scheduled meetings.
- 2.2 The Chairman shall recognize any Authority Member wishing to bring forth an issue not on the agenda. If the issue is determined by the Authority to be pertinent, the Authority shall vote to add the item to the Supplemental Agenda. However, in no circumstance shall policy changing issues be included on the Supplemental Agenda unless immediate action is necessary as determined by the Chairman, Airport Manager, or legal counsel.

**Section 3 – Public Comments**

- 3.1 The **Public Comments Regarding Items on the Agenda** section of the Agenda is intended to allow audience members to comment on matters for discussion before the Authority. The **Public Comments Regarding Items Not on the Agenda** section of the Agenda is intended to allow audience members to comment on matters not on the final agenda.
- 3.2 At the appropriate time in the meeting, the Chairman will call for those wishing to address the Board. Comments will be heard regarding items on the agenda prior to a decision by the Authority.
- 3.3 Each audience member interested in addressing the Authority shall stand. The Chairman will ask the audience member to approach the microphone and state their name and address for the Clerk to record into the official minutes. **Each speaker is limited to three (3) minutes per issue.**
- 3.4 Every speaker will be respectfully heard by the Authority without public display or approval or disapproval from the audience.
- 3.5 While everyone has the right to disagree, members of the audience that are continually disruptive to and disrespectful of the purpose of the meeting, participants in the meeting, and each other are politely and respectfully urged to refrain from their actions or shall be asked to leave the meeting.

  
 \_\_\_\_\_  
 Chairman  
  
 \_\_\_\_\_  
 Clerk

February 22, 2021  
 \_\_\_\_\_  
 Date



Attachment: 2021.Airport Authority Meeting Rules.Adopted 22 Feb 2021.Executed (13542 : Adoption of Rules Governing Airport Authority



## **Airport Authority**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 1/20/2023

**RE:** Lease Mortgage and an Assignment of Ground Lease with United Bank

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**Issue:** Lease Mortgage and an Assignment of Ground Lease with United Bank for Property Located at 68 Dale Pepper Drive

**Discussion:** At the meeting held on December 15, 2022, the Authority voted to execute an Assignment of Ground Lease from Rower Aviation, Inc. to 1533 Aviation, LLC for property Located at 68 Dale Pepper Drive.

As part of the purchase by 1533 Aviation, LLC, United Bank, the lending institution, requires a Lease Mortgage and an Assignment of Ground Lease in the event of a default on behalf of the Borrower.

### **FINANCIAL IMPACT:**

N/A

**Recommendation:** Staff recommends the Authority confirm execution of a Lease Mortgage and an Assignment of Ground Lease with United Bank associated with property located at 68 Dale Pepper Drive.

January 18, 2023

Newnan-Coweta County Airport Authority  
115 Airport Road  
Newnan, Georgia 30263

Re: Lease Mortgage – 1533 Aviation LLC

Gentleman:

Reference the Lease Agreement between you (*Authority*) and Rower Aviation, Inc. dated October 1, 2015 subsequently assigned by Rower Aviation, Inc. to 1533 Aviation LLC by Assumption and Amendment to Lease Agreement dated the 15<sup>th</sup> day of December, 2022, and in particular and provisions of Section 13.1 thereof which prohibit 1533 Aviation LLC (Lessee) from creating any mortgage on the Lease without the authority's prior consent.

Please be advised that United Bank is establishing various credit facilities for 1533 Aviation LLC, including a term loan and as collateral security thereof, Bank requires from 1533 Aviation LLC that said Lessee grant Bank a first priority leasehold mortgage in the amount of \$504,000.00 on Lessee's interest under the Lease.

By this Letter, Bank wishes the Authority to agree to the following as evidenced by the Authority's signature hereto and hereinbelow set forth. Specifically:

1. The Authority hereby consents to the execution and delivery by 1533 Aviation LLC to United Bank of the mortgage in the precise form of Exhibit "A" attached hereto.
2. The Authority agrees to provide Bank with written notice at the address hereinbelow set forth (*to the Attention of Commercial Loan Department*) of any event of default by Lessee under the Lease and agrees that Bank shall have 30 days from the date such notice is received to cure such default on behalf of Lessee in which event the Lease will remain in full force and effect in accordance with its otherwise applicable terms – events such as default which by their nature cannot be cured by a third party, such as the bankruptcy or insolvency of Lessee, need to be cured so long as all other events of default have been cured as aforesaid and the Lease will nevertheless remain in full force and effect.
3. Upon written notice by Bank to the Authority that Bank is exercising its rights under the Mortgage as a result of the occurrence of an event of default thereunder, Bank may thereafter offer to the Authority a substitute Lessee under the Lease which must be a licensed operator of a aviation business as otherwise required by law and otherwise in conformity with the rules and regulations of the Authority and the permitted use of the leased premises as required by the Lessee, and which

offered substitute lessee is otherwise reasonably acceptable to the Authority in its good faith business judgment, and if such substitute operator meets the foregoing standards (herein, a "*Qualified Substitute Lessee*") the Authority agrees that the Qualified Substitute Lessee shall thereupon constitute the Lessee under the Lease for all purposes thereof; the Bank will if so required by the Authority as a condition of the foregoing and in order to further memorialize the foregoing cause the Qualified Substitute Lessee to execute and deliver to the Authority an assumption of the lease agreement in form reasonably satisfactory to the Authority.

4. It is understood that nothing herein will require the bank to cure any event of default by Lessee under the Lease, although Bank's right as otherwise set forth in Section 2 hereof are conditional thereon.
5. In order to further the intent hereof, solely for purpose of this Letter:
  - a. The term *Lessee* shall be deemed to mean 1533 Aviation LLC as the current Lessee under the lase or any further Qualified Substitute Lessee;
  - b. The term *Qualified Substitute Lessee* shall be deemed to mean the initial *Qualified Substitute Lessee* or any further *Qualified Substitute Lessee*; and
  - c. The term *Bank* shall be deemed to mean United Bank or any other or further senior secured creditor having a leasehold mortgage which finances the working capital of the Lessee and/or any Qualified Substitute Lessee.

Thank you for your consideration. If the terms hereof are acceptable to you, kindly evidence your agreement thereto by signing this letter below.

Sincerely,

United Bank  
61 Bullsboro Drive  
Newnan, Ga. 30263

By:

AGREED:  
NEWNAN-COWETA AIRPORT AUTHORITY

BY: 

Joe Rutkiewicz, Chariman

After Recording Return to:  
United Bank – Loan Department  
P.O. Box 757  
Griffin, Ga. 30223

**ASSIGNMENT OF GROUND LEASE**  
**STATE OF GEORGIA**  
**COUNTY OF COWETA**

THIS AGREEMENT, made this the 19th day of January 2023, by and between UNITED BANK (hereinafter referred to as "Lender") and 1533 Aviation, LLC. (Hereinafter referred to as "Borrower");

WHEREAS, Borrower is obtaining a loan from Lender; and;


WHEREAS, Borrower is interested in assigning all of his interest in and to the Ground Lease pertaining to certain property located at 68 Dale Pepper Drive, Newnan, Coweta County Airport, Lot 90 , Newnan, Coweta County, Georgia, together with the rights of ingress and egress to and from said tract through designated roads, taxiways and easements being more particularly described by metes and bounds on the as-bilt survey prepared by Christopher Brothers Land Surveying, LLC, dated September 2 2015 – Sheet 1, as the original of which is on file with the manager of the Coweta County Airport;

WHEREAS, Lender is willing to accept an Assignment of Ground Lease between the Newnan Coweta Airport Authority(Landlords) and 1533 Aviation, LLC. (Lessee), said agreement being dated January 19, 2023 (a copy of which said Ground Lease is on file with the manager of the Newnan Coweta County Airport) as additional security for its loan to Borrower, said loan being evidenced by a Note dated January 19, 2023;

WHEREAS, Borrower has obtained permission from the aforesaid Landlords to assign the above referenced Ground Lease to Lender;]

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower hereby assigns and transfers to United Bank all of his rights in, to and under the aforesaid Ground Lease;

Borrower hereby agrees that he shall not modify, extend or terminate said agreement without written consent of Lender.

  
\_\_\_\_\_  
Joel Perkins, Managing Member 1533 Aviation, LLC. (Seal)

LLC.  
Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public, Coweta County, Ga. (Affix Seal)



Attachment: 2023.01.19.AssignmentofGroundLease.UnitedBank.1533AviationLLC (13608 : Lease Mortgage and an Assignment of Ground



My Commission Expires: 1/18/25

**ACKNOWLEDGED AND AGREED TO BY:**

BY: [Signature]  
Newnan Coweta County Airport Authority  
Joe Rutkiewicz, Chairman

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public, Coweta County, Ga. (Affix Seal)  
My Commission Expires: 1/18/25



Attachment: 2023.01.19.AssignmentofGroundLease.UnitedBank.1533AviationLLC (13608 : Lease Mortgage and an Assignment of Ground



## **Airport Authority**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 1/20/2023

**RE:** Lease Agreement with Landings Property Leasing, LLC Associated with Property Located at 260 West Aviation Way

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**Issue:** Lease Agreement with Landings Property Leasing LLC associated with property located at 260 West Aviation Way

**Discussion:** Mr. Michael Graham with Landings Property Leasing, LLC has entered into a Purchase and Sale Agreement with The Hangar Group, LLC for the purchase of the existing 12,000 square foot hangar and associated improvements located at 260 West Aviation Way.

As a result, Landings Property Leasing, LLC is requesting a new Lease Agreement with the Newnan-Coweta County Airport Authority. The new land lease agreement will be the standard land lease approved by the Airport Authority at the current land lease rate of \$0.30/square foot.

### **FINANCIAL IMPACT:**

Land Lease will increase to a rate of \$1,720.60 monthly.

**Recommendation:** Staff recommends that the Authority execute a Lease Agreement with Landings Property Leasing, LLC associated with property located at 260 West Aviation Way.

LEASE AGREEMENT  
WITH  
NEWNAN-COWETA COUNTY  
AIRPORT AUTHORITY  
AND  
LANDINGS PROPERTY LEASING, LLC



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**COUNTY OF COWETA  
STATE OF GEORGIA**

**LEASE AGREEMENT**

THIS AGREEMENT made and entered into by and among the NEWNAN COWETA COUNTY AIRPORT AUTHORITY (the "Authority"), a body corporate and politic and a political subdivision and public corporation of the State of Georgia, and LANDINGS PROPERTY LEASING, LLC, organized and existing under the laws of the State of Georgia, hereinafter referred to as "Lessee",

**WITNESSETH:**

**WHEREAS**, the Newnan Coweta County Airport Authority is the owner of the premises known as Newnan Coweta County Airport (the "Airport"); and

**WHEREAS**, the Authority and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

**NOW, THEREFORE**, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the Authority hereby grants to the Lessee the right to use and occupy the ground area at the Airport shown on Exhibit A together with all buildings, structures, improvements, additions and permanent installations constructed and installed therein or thereon (hereinafter called the "Leased Premises") during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

### **SECTION 1 - TERM**

- 1.1 The term of this lease shall be for a Thirty (30) year period, two (2) five (5) year options commencing on the 1st day of April, 2023, and expiring on the 31st day of March, 2053, unless sooner terminated or renewed in accordance with the provisions hereof.
- 1.2 Lessee shall have the right to renew this Lease for an additional period commencing upon the expiration of the original 30-year term by the giving of ninety (90) days written notice to the Lessor, and provided that any such renewal shall be upon the then prevailing terms and conditions as the then current leases at the Airport or unless otherwise agreed upon between the Authority and Lessee.

### **SECTION 2 -LEASED PREMISES**

- 2.1 The Leased Premises shown on Exhibit A, attached hereto and made a part hereof consist of:
- 2.1.1 Unimproved/Improved land area consisting of approximately 68,824 square feet,

### **SECTION 3 - USE OF LEASED PREMISES**

- 3.1 The Lessee or Lessee's tenants, sub-lessees or assigns shall continuously occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:
- 3.1.1 Aircraft storage and necessary accessory usage;
- 3.1.2 Aircraft Repairs/Aircraft Maintenance
- 3.1.3 Any other purpose authorized in by the Newnan Coweta County Airport Authority.

### **SECTION 4 - RENTS AND FEES**

- 4.1 For Use and Occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the Authority during the period commencing April 1, 2023, and ending March 31, 2026, a monthly rent of \$1,720.60.
- 4.1.1 Effective on April 1, 2026, and on April 1, of each third year of the remaining term, the monthly rental payable hereunder shall be adjusted by multiplying the monthly rental set forth in Section 4.1 above by a fraction, the numerator of which shall be the monthly CPI (as hereinafter defined) published for the month most recently preceding said April date, and the denominator of which shall be the monthly CPI published for April 2023, hereinafter referred to as Lessee's base month. In no event shall the rental payable under this Section 4.1.1 be less than the amount set forth in Section 4.1 above.
- 4.2 The term CPI as used herein shall mean the Consumer Price Index for all Urban Consumers, All Items, U.S. City Average, as most currently published by the Bureau of Labor Statistics of the United States Department for Labor.
- 4.3 The monthly rent shall be paid on the first day of each month in advance at the office of the Airport Director or at such other office as may be directed in writing by the Authority.
- 4.4 Nothing contained in the foregoing shall effect the survival of the obligations of the Lessees as set forth in the Sections of this Agreement covering the survival of the Lessee's obligations.
- 4.5.1 Lessee acknowledges that late payment by Lessee to Authority of any Agreement fees will cause Authority to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting, and interest charges. Therefore, if any installment of Agreement fees due from Lessee is not received by the tenth day

after the due date, Lessee shall pay to Authority an additional sum of \$25.00 as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Authority will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent Authority from exercising any of the other rights and remedies available to Authority. Agreement fees not paid when due shall bear simple interest from date due until paid at the rate of one and one-half percent (1 ½%) per month.

**SECTION 5 - ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS, AND REPAIR**

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the State of Georgia Department of Transportation, and by ordinances of the Authority, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Authority shall not be required to maintain nor to make any improvements, repairs restorations upon or to the Leased Premises or to any of the improvements presently located thereon.
- 5.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural, or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:
- 5.2.1 keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises;
- 5.2.2 provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law;
- 5.2.3 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water or other parts of the Leased Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and to remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;
- 5.2.4 take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain, and replant any landscaped areas;
- 5.2.5 be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers.
- 5.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from the Authority to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under this Agreement; then, the Authority may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the Authority by Lessee on demand. Provided, however, if in the opinion of the Authority, the Lessee's failure to perform any such maintenance

endangers the safety of the public, the employees or property of the Authority or other tenants at the Airport, and the Authority so states same in its notice to Lessee, the Authority may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the Authority the cost and expense of such performance on demand. Furthermore, should the Authority, its officers, employees, or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising from the Authority's sole gross negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the Authority any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), including, without limitation the new facility to be constructed by the Lessee pursuant to Section 5.5 below, undertaken by the Lessee shall be submitted to and receive the written approval of the Authority, and no such work shall be commenced until such written approvals are obtained from the Authority, which approval shall not be unreasonably withheld or delayed. Authority shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefor.
- 5.5 DELETED
- 5.6 If Lessee makes any improvements without Authority approval, then, upon notice to do so, Lessee shall remove the same or at the option of Authority cause the same to be changed to the satisfaction of Authority. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, Authority may effect the removal or change and Lessee shall pay the cost thereof to the Authority. Lessee expressly agrees in the making of all improvements that, except with the written consent of Authority, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by Authority to all persons that no lien attaches to any such improvements.
- 5.7 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR. Part 122, for "motor vehicle or automobile maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; that it does not conduct or operate "motor vehicle or automobile maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. This paragraph does not preclude Lessee performing minor aircraft maintenance and repair.
- 5.7.1 Notwithstanding any other provisions or terms of the Lease, Authority acknowledges that it has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises operated by the Lessee. Lessee acknowledges that the storm water discharge permit issued to the Authority may name the Lessee as co-permitee.
- 5.7.2 Notwithstanding any other provisions or terms of this Lease, including the Lessee's right to quiet enjoyment, Authority and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may

have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled, or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

- 5.7.3 Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.
- 5.8 Permit Compliance. Authority will provide Lessee with written notice of those storm water discharge permit requirements, that are in the Airport's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: Certification of non-storm water pollution prevention of similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven (7) days of receipt of such written notice shall notify Authority in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Authority with timely written notice that disputes such storm water discharge permit requirements, Authority and Lessee agree to negotiate a prompt resolutions of their differences. Lessee warrants that it will not object to written notice from the Authority for purposes of delay or avoiding compliance.
- 5.8.1 Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Authority and Lessee, those storm water discharge permit requirements for which it has received written notice from the Authority. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Authority and Lessee. Lessee acknowledges that time is of the essence.
- 5.8.2 Authority agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
- 5.8.3 Lessee agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints Authority as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.
- 5.8.4 Authority will give Lessee written notice of any breach by Lessee of the Airport's storm water discharge permit or the provisions of this section. Such a breach is material, and if of a continuing nature, Airport may seek to terminate this Lease pursuant to Section 19, Termination by Authority. Lessee agrees to cure promptly any breach.
- 5.8.5 Lessee agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the Airport.
- 5.9 The Lessee shall be solely responsible for the proper management, storage, and disposal of hazardous substances and hazardous wastes used, generated, stored, disposed, treated, or caused to be present on the leased premises by the activates of the Lessee. Notwithstanding any other provision of the Lease, the Lessee shall not treat or dispose of hazardous wastes on the Authority's premises. The Lessee shall provide all required notices, including those mandated under right-to-know laws, of the presence or use on the leased premises of hazardous substances, extremely hazardous substance, or hazardous wastes, shall provide all notices to appropriate authorities and to Authority of any releases to the environment of hazardous substances, extremely hazardous substances, or hazardous wastes, and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. The Lessee shall manage used oil and other petroleum products as required by Federal and state law and regulations and the rules and regulations of the Authority. The Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by the Lessee, its invitees, employees, agents, or contractors of any hazardous waste, hazardous substance, extremely hazardous substance, oil, or other petroleum-based substance.
- 5.10 Indemnification. Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless the Authority and other tenants for any and all claims, demands, costs, (including attorneys fees),

fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, applicable regulations, or permits, unless the result of Authority's sole negligence. This indemnification shall survive any termination or non-renewal of this Lease.

#### **SECTION 6 - TITLE TO IMPROVEMENTS AND REPAIRS**

- 6.1 Lessee's improvements erected or constructed upon the Leased Premises shall remain the property of the Lessee during the entire term of the Lease. In the event Lessee's improvements remains erected or constructed upon the Leased Premises upon the expiration or termination of this Lease, then upon expiration or termination of this lease, such improvements shall become the property of the Authority upon expiration or termination of this lease, free and clear of all claims on the part of the Lessee on account of any repair.

#### **SECTION 7 - ADDITIONAL OBLIGATIONS OF LESSEE**

- 7.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 7.2 Further, Lessee shall take all reasonable measures not to produce on the Airport any disturbance that interferes with the operation by the Authority or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.
- 7.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from Authority concerning the conduct, or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 7.4 Lessee shall comply with all environmental, health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations, and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder. Lessee agrees to allow Authority access to premises and records to investigate compliance with all applicable laws if there is reason to suspect negligence or willful non-compliance.
- 7.5 Lessee shall comply with all written instructions of the Authority and applicable Federal, state, and local laws, ordinances, and regulations in disposing of trash, garbage, and other refuse; the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations, and approval of Authority. All disposal of trash, garbage, refuse and wastes shall be at the expense of the Lessee.
- 7.6 Lessee shall not commit, nor permit to be done, anything that may result in the commission of a nuisance, waste, or injury on the Leased Premises.
- 7.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- 7.8 Lessee shall take measures to ensure security in compliance with Federal Air Regulations and the Airport Security Plan and the Newnan Coweta Airport Authority rules and regulations.
- 7.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 7.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. The term "working supply" as used in this Section 7.10 shall mean the amount consumed



by Lessee during any normal workday. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

- 7.11 Except for services permitted under Section 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the Authority of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the Authority.
- 7.12 It is the intent of the parties hereto that noise, including but not limited to, noise caused by aircraft engine operation shall be held to a minimum. To this end the Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of the Lessee, but in no event less than those devices or procedures that are required by Federal, State or local law. In addition, Lessee shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to buildings, structures, and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises.
- 7.13 In connection with the conduct of Lessee's business, the Lessee shall maintain in accordance with generally accepted accounting principles, consistently applied, during the term hereof, Lessee's records and books of account, recording all transactions at, through or in anywise connected with the Airport which records and books of account shall be kept at all times at the Lessee's place of business at the Airport
- 7.14 Lessee shall permit in ordinary business hours during the term hereof and for one year thereafter the examination and audit by the employees or representatives of the Authority such records and books of account. As a result of such examination, Lessor acknowledges it may have access to various procedures, pricing lists, customer lists, marketing plans, financial information, engineering designs and other information that Lessee considers to be highly confidential and proprietary. Lessor agrees that it will not furnish or otherwise make available in any manner, such information without written consent of Lessee.

#### **SECTION 8 - INGRESS AND EGRESS**

- 8.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.
- 8.2 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. Authority may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway or taxiway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the Authority, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

#### **SECTION 9 - INSURANCE, DAMAGE OR DESTRUCTION**

- 9.1 To safeguard the interest of the Authority, the Lessee at its sole cost and expense shall procure and maintain throughout the term of this lease insurance protection for "all risk" coverage on the structure and



improvements of which the Leased Premises is a part, to the extent of one hundred percent (100%) of the actual replacement cost thereof, in insurance companies licensed to do business in the State of Georgia. If said insurance company becomes financially incapable of performing under the terms of said policy, the Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy as previously provided.

- 9.1.1 The above stated property insurance shall name the Authority as Additional Insured, provide thirty (30) days notice of cancellation or material change, by registered mail, to the Office of the Airport Manager, and have a deductible amount not to exceed one thousand dollars (\$1,000.00) per occurrence.
- 9.1.2 The Lessee shall provide a copy of the above stated property insurance policy to the Office of the Airport Manager, at least seven (7) days prior to the inception of the Lease Agreement. Upon the failure of the Lessee to maintain such insurance as above provided, the Authority, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder or may declare a default hereunder pursuant to Section 19 herein.
- 9.2 In the event any improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed (except damage or destruction caused by Lessee as set forth in Section 9.6 hereof) to the extent they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall have the option to promptly repair, rebuild, or replace the damaged or destroyed portion of the Leased Premises as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement, or, to restore the Leased Premises to the condition which existed immediately prior to the beginning of this Agreement. In the event the improvements or fixtures are not rebuilt or restored, then that portion of the premises will revert back to the control of the Authority, and no longer be a part of the entire premises governed under this Lease. Any portion of the premises which reverts back to the Authority in a manner described in this paragraph, must be a commercially viable portion of the premises.
- 9.3 In the event of damage or destruction to any of the improvements upon the Leased Premises, the Authority shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Agreement. Following the expiration of 90 days after written notice to Lessee to commence repair or rebuilding or to restore the Leased Premises to the condition which existed immediately prior to the beginning of this Agreement upon, the failure of Lessee to repair or rebuild or restore, the Authority may, as agent of the Lessee, repair or rebuild such damage or destruction at the expense of Lessee which expense shall be due and payable on demand.
- 9.4 Upon completion of all the work, the Lessee shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by the Lessee and said costs are fair and reasonable and said certification shall also include an itemization of costs. If the insurance proceeds are not sufficient the Lessee agrees to bear and pay the deficiency. Nothing herein contained shall be deemed to release the Lessee from any of its repair, maintenance, or rebuilding obligations under this lease.
- 9.5 In the event the Lessee shall, at its expense, repair and replace any and all fixtures, equipment, and other personal property necessary to properly and adequately continue its airport business on the Airport, in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction. During such period of repair or reconstruction, the rentals provided for elsewhere herein shall be proportionately abated during the period from the date of such damage, destruction, or loss until the same is repaired, replaced, restored or rebuilt, provided, Lessee does not use said damaged Leased Premises or the location thereof for any purposes other than the repair or rebuilding of same. Such abatement shall not exceed the actual time required for arranging for and the doing of such work. The proportional amount of reduction of rentals will be determined by the Authority. Lessee agrees that such work will be promptly commenced and prosecuted to completion with due diligence; subject to delays beyond Lessee's control.

- 9.6 In the event the improvements on the Leased Premises are damaged or destroyed by fire or other cause by reason of any act or omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect, notwithstanding the provisions of Sections 9.2, 9.3, 9.4 and 9.5 hereof, and the Lessee shall have the option to repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding, or, Lessee shall restore the Leased Premises to the condition which existed immediately prior to the beginning of this Agreement.

#### **SECTION 10 - LIABILITIES AND INDEMNITIES**

- 10.1 Authority shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sublessees or tenants, or their guest, licensees or invitees.
- 10.2 Lessee agrees to defend, indemnify, save and hold harmless, the Authority, its officers, agents, servants and employees of and from any and all costs, liability, penalties, damages and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm, governmental entity or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Authority personnel and Authority property, and any claim of violation of any state, Federal or local law or regulation protecting human health or the environment, directly or indirectly arising from or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, licensees, invitees, sublessees or tenants. Provided, however, that upon the filing with the Authority by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the Authority harmless, the Authority shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the Authority. It is specifically agreed, however, that the Authority at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Authority for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal. This indemnity obligation shall not be construed to require Lessee to indemnify Authority for its own negligence.
- 10.3 In addition to Lessee's undertaking, as stated in this Section, and as a means of further protecting the Authority, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect liability insurance coverage as set forth in Exhibit B attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.
- 10.3.1 The Authority reserves the right to increase the minimum liability insurance requirements set forth in Exhibit B. Following thirty (30) days written notice from the Authority to Lessee, the Authority may increase the minimum liability insurance requirements when in the Authority's opinion, the risks attendant to Lessee's operations hereunder have increased commensurate with the other risks regulated by the Authority.
- 10.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to defend, indemnify and save and hold the Authority, its officers, employees, agents, and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any alleged or actual infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

- 10.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall defend, indemnify and save harmless the Authority of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

#### **SECTION 11 - RULES AND REGULATIONS**

- 11.1 From time-to-time Authority may adopt and enforce reasonable rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State, and municipal rules, regulations, and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. Authority reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations, or laws. Lessee hereby acknowledges receipt of a current copy of such Authority rules and regulations.

#### **SECTION 12 - SIGNS**

- 12.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location, and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the Authority. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the Authority.

#### **SECTION 13 - ASSIGNMENT AND SUBLEASE**

- 13.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee will be allowed one (1) assignment of this Agreement, after which, a new lease will be required. Upon assignment Lessee agrees to pay the Lessor one percent (1%) of sale price.
- 13.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the Authority, shall entitle the Authority at its option to forthwith cancel this Agreement.
- 13.3 Any assignment of this Agreement approved and ratified by the Authority shall be on the condition that the assignee accepts and agrees to all of the terms, conditions, and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.
- 13.4 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the Authority, sublet a portion or portions of the Leased Premises to a person or entity that is in the opinion of the Authority compatible with Lessee's authorized airport business, but in no event shall the Lessee sublet any portion of the Leased Premises to a fixed base operator.
- 13.5 No consent by the Authority to subleasing by the Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the Authority set forth or arising from this Agreement and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.

- 13.6 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Section, or if the Leased Premises is occupied by anyone other than Lessee, Authority may collect from any assignee, tenant, sublessee or anyone who claims a right to this Agreement or who occupies the Leased Premises, any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by Authority of the agreements contained in this Section nor of acceptance by Authority of any assignee, tenant, claimant or occupant, nor as a release of the Lessee by Authority from the further performance by the Lessee of the agreements contained herein.

#### **SECTION 14 - CONDEMNATION**

- 14.1 In the event that the Leased Premises or any material part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this lease, rentals for that portion of the Leased Premises so taken shall be abated from the date that Lessee is dispossessed therefrom; provided, however, if, in the Lessee's judgment, the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion (or effective as of any date thereafter and within ninety (90) days of the date of such dispossession) by giving Authority thirty (30) days written notice of such termination.

#### **SECTION 15 - NON-DISCRIMINATION**

- 15.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 15.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 15.3 In this connection, the Authority reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by Authority to cease and desist, will constitute a material breach of this Agreement and will entitle the Authority, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 15.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the Authority, a right to take such action as the United States may direct to enforce such covenant.

- 15.5 The Lessee shall indemnify and hold harmless Authority from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse Authority for any loss or expense incurred by reason of such noncompliance.

#### **SECTION 16 - GOVERNMENTAL REQUIREMENTS**

- 16.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.
- 16.2 The Lessee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted, or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

#### **SECTION 17 - RIGHTS OF ENTRY RESERVED**

- 17.1 The Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the Authority, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 17.2 Without limiting the generality of the foregoing, the Authority, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the Authority, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the Authority shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the Authority shall not impose or be construed to impose upon the Authority any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 17.3 In the event that any personal property of Lessee shall obstruct the access of the Authority, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the Authority or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Authority or said utility company to do so, the Authority or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the Authority's sole negligence.
- 17.4 At any reasonable time, and from time to time during the ordinary business hours, the Authority, by its officers, agents, and employees, whether or not accompanied by a prospective lessee, occupier, or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

- 17.5 Exercise of any or all of the foregoing rights, by the Authority, or others under right of the Authority, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

### **SECTION 18 - ADDITIONAL RENTS AND CHARGES**

- 18.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from Authority to perform or commence to perform any obligation required herein to be performed by Lessee, Authority may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the Authority upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the Authority, or other tenants of the Airport, and Authority so states in its notice to Lessee, the Authority may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.
- 18.2 If the Authority elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the Authority as the result of such failure, neglect or refusal of Lessee, including interest, not to exceed the greater of fifteen percent (15%) per annum or the rate which is four percent (4%) per annum above the prime rate as published by the Wall Street Journal, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the Authority in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

### **SECTION 19 - TERMINATION**

- 19.1 In the event of a default on the part of Lessee in the payment of rents, or any other charges required by this Agreement to be paid to the Authority, the Authority shall give written notice to Lessee of such default, and may demand the cancellation of this Agreement, or the correction thereof. If, within fifteen (15) days after the date Authority gives such notice, Lessee has not corrected said default, and paid the delinquent amount in full, this Agreement and all rights and privileges granted hereby in and to the Leased Premises shall terminate.
- 19.2 This Agreement together with all rights and privileges granted in and to the Leased Premises shall terminate automatically, upon the happening of any one or more of the following events:
- 19.2.1 the filing by Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or,
- 19.2.2 any institution of proceedings in bankruptcy against Lessee; provided, however, that the Lessee may defeat such termination if the petition is dismissed within thirty (30) days after the institution thereof; or,
- 19.2.3 The filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provisions of any Federal reorganization act; or
- 19.2.4 The filing of a request for the appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Lessee's assets by a voluntary agreement with Lessee's creditors; or,



- 19.2.5 The abandonment by Lessee of the conduct of its authorized Airport business at the Airport, and in this connection suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by the Authority.
- 19.2.6 The provisions of section 19.2.1 shall not apply to the pledge of all or any part of Lessee's assets as security for financing for the construction, operation, maintenance, and repair of Lessee's improvements.
- 19.3 Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from the Authority of written notice to remedy the same (except as otherwise provided in Section 5.3 (b) above) and, except default in the timely payment of any money due the Authority, the Authority shall have the right to cancel this Agreement for such cause.
- 19.4 Upon the default of Lessee, and the giving of notice by the Authority to cancel this Agreement as provided for elsewhere herein, said notice of cancellation shall be final; provided however, that should the Authority determine that Lessee is diligently remedying such default to completion, and so advises Lessee in writing, said notice of cancellation may be held in abeyance. If, however, the Authority determines that such default is no longer being diligently remedied to conclusion, the Authority shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of the Authority in this regard shall in all events be conclusive and binding upon Lessee.
- 19.5 Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others, and the Authority shall have immediate right of possession to the Leased Premises.
- 19.6 Failure by the Authority to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept, and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept, and observed by Lessee. Acceptance of rentals by the Authority under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept, and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of the Authority to cancel this Agreement for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants, or conditions.

### **SECTION 20 - TERMINATION BY LESSEE**

- 20.1 In addition to any other right or cancellation herein given to Lessee, or any other rights to which it may be entitled to by law, equity or otherwise, as long as Lessee is not in default in payment to Authority of any amounts due Authority under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving Authority written notice upon or after the happening of the following events:
- 20.1.1 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or
- 20.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as to substantially restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

### **SECTION 21 - SURRENDER AND RIGHT OF RE-ENTRY**

- 21.1 Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up and quit claim the Leased Premises to the Authority in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the Authority. Upon such cancellation or termination, the Authority may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Authority's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to the Authority current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the Authority, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.

### **SECTION 22 - SERVICES TO LESSEE**

- 22.1 Authority covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the Authority may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Authority further agrees to use its best efforts to maintain the runways and taxiways in good repair. Authority agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. Authority also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with Authority Ordinances governing same.
- 22.2 Lessee will contract with and obtain all required permits from the appropriate Authority Departments for any utility services provided by Authority, paying any required connection fees, including those to be paid



by owners, and all such services will be provided at rates and on terms and conditions established by the Authority for similar users in the Authority.

- 22.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary, and fire protection services furnished to the Leased Premises.

### **SECTION 23 - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE**

- 23.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Section 19 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Authority to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.
- 23.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:
- 23.2.1 the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;
- 23.2.2 an amount equal to all expenses incurred by Authority in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance, and brokerage fees.
- 23.2.3 an amount equal to any deficiency for the remaining term of the Lease, computed in accordance with the provisions of Section 23.1.

### **SECTION 24 - USE SUBSEQUENT TO CANCELLATION OR TERMINATION**

- 24.1 The Authority, upon termination or cancellation pursuant to Section 19 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm, or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.
- 24.2 Authority shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purpose of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.
- 24.3 In the event either of use by others or of any actual use and occupancy by Authority, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use

and occupancy as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as Authority may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by Authority in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Authority hereunder. Authority will use its best efforts to minimize damages to Lessee under this Section.

#### **SECTION 25 - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED**

- 25.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

#### **SECTION 26 - NOTICES**

- 26.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To Authority:     Airport Manager  
                           Newnan Coweta County Airport Authority  
                           115 Airport Rd.  
                           Newnan, GA 30263

and

To:           Landings Property Leasing, LLC  
                   Attn: Michael Graham  
                   172 Greenview Dr  
                   Newnan, GA 30265  
                   Email: [mikegraham800@gmail.com](mailto:mikegraham800@gmail.com)

- 26.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

#### **SECTION 27 - HOLDING OVER**

- 27.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become a tenant at will of the Authority after written notice by the Authority to vacate such premises. Continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 27.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the Authority shall make the Lessee liable to the Authority for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.
- 27.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sublessees or tenants occupy the Leased Premises or any part thereof.

### SECTION 28 - INVALID PROVISIONS

- 28.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

### SECTION 29 - MISCELLANEOUS PROVISIONS

#### Remedies to be Nonexclusive.

- 29.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Authority, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

#### Non-Waiver of Rights.

- 29.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

#### Force Majeure.

- 29.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified. Notwithstanding the language in this subparagraph in the event of emergency wherein the Federal Airport Authority orders the cessation of flight operations out of the Newnan-Coweta airport which exceeds ninety (90) days, Lessee may be excused from any rental obligations until the Federal Airport Authority resumes flight operations at said airport.

#### Non-liability of Individuals.

- 29.4 No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification, or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

#### Quiet Enjoyment

- 29.5 The Authority covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold, and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

#### General Provisions

- 29.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.
- 29.7 This Agreement shall be performable and enforceable in Newnan, Georgia, and shall be construed in accordance with the laws of the State of Georgia.
- 29.8 This Agreement is made for the sole and exclusive benefit of the Authority and Lessee, their successors and assigns, and is not made for the benefit of any third party.
- 29.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

- 29.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 29.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 29.12 Nothing herein contained shall create or be construed to creating a co-partnership between the Authority and the Lessee or to constitute the Lessee an agent of the Authority. The Authority and the Lessee each expressly disclaim the existence of such a relationship between them.
- 29.13 All disputes and controversies of every kind and nature between the parties to this agreement arising out of or in connection with this agreement as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination thereof, including damages, shall be settled by binding arbitration conducted at the offices of the American Arbitration Association located in Atlanta, Georgia, at a date and time noticed by the arbitrators, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. All matters submitted to arbitration shall be submitted to two disinterested and competent persons, mutually chosen, who shall select a third, whose award shall be conclusive and binding on both parties and judgment thereon may be entered in any court of competent jurisdiction. If the parties cannot mutually agree on two arbitrators within ten (10) days after a demand for arbitration is given, the American Arbitration Association shall select the two arbitrators who shall select a third. The parties stipulate and agree that the provisions of this agreement as to the arbitration shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court, or before any administrative tribunal with respect to any controversy or dispute arising during the period of this agreement; provided that nothing herein prohibits a party from bringing an action to enforce the arbitration provision hereof. The arbitration provisions of this agreement shall, with respect to controversies or disputes, survive the termination or expiration of this agreement. Nothing contained in this agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to or subtract from any of the provisions of this agreement. Either party may demand arbitration in writing by giving the other party thirty (30) days notice. The arbitrator, as part of the arbitration award, shall determine which party or parties pay the costs of arbitration.

### **SECTION 30 - SUBORDINATION CLAUSES**

- 30.1 This Agreement is subject and subordinate to the following:
- 30.1.1 Authority reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.
- 30.1.2 Authority reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 30.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
- 30.1.4 During the time of war or national emergency, Authority shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term

of this Agreement. Abatement of rentals shall be determined by the Authority in proportion to the degree of interference with Lessee's use of the Leased Premises.

- 30.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations, and orders currently or subsequently effective.

### **SECTION 31 - ENTIRE AGREEMENT**

- 31.1 This Agreement consists of Sections 1 to 31, inclusive, and Exhibit A, Exhibit B, and Exhibit C.
- 31.2 This Agreement constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Authority and the Lessee. The parties agree that no representations or warranties shall be binding upon the Authority or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed, sealed, and delivered NEWNAN COWETA COUNTY AIRPORT AUTHORITY by Newnan Coweta County Airport Authority the presence of:

\_\_\_\_\_  
Unofficial Witness

BY: \_\_\_\_\_  
Mr. Joseph Rutkiewicz, Chairman

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_  
(SEAL)

ATTESTED  
BY: \_\_\_\_\_

(CORPORATE SEAL)

LESSEE

Signed, sealed and delivered  
by LESSEE  
In the presence of:

\_\_\_\_\_  
Unofficial Witness

BY: \_\_\_\_\_  
Michael Graham  
Landings Property Leasing

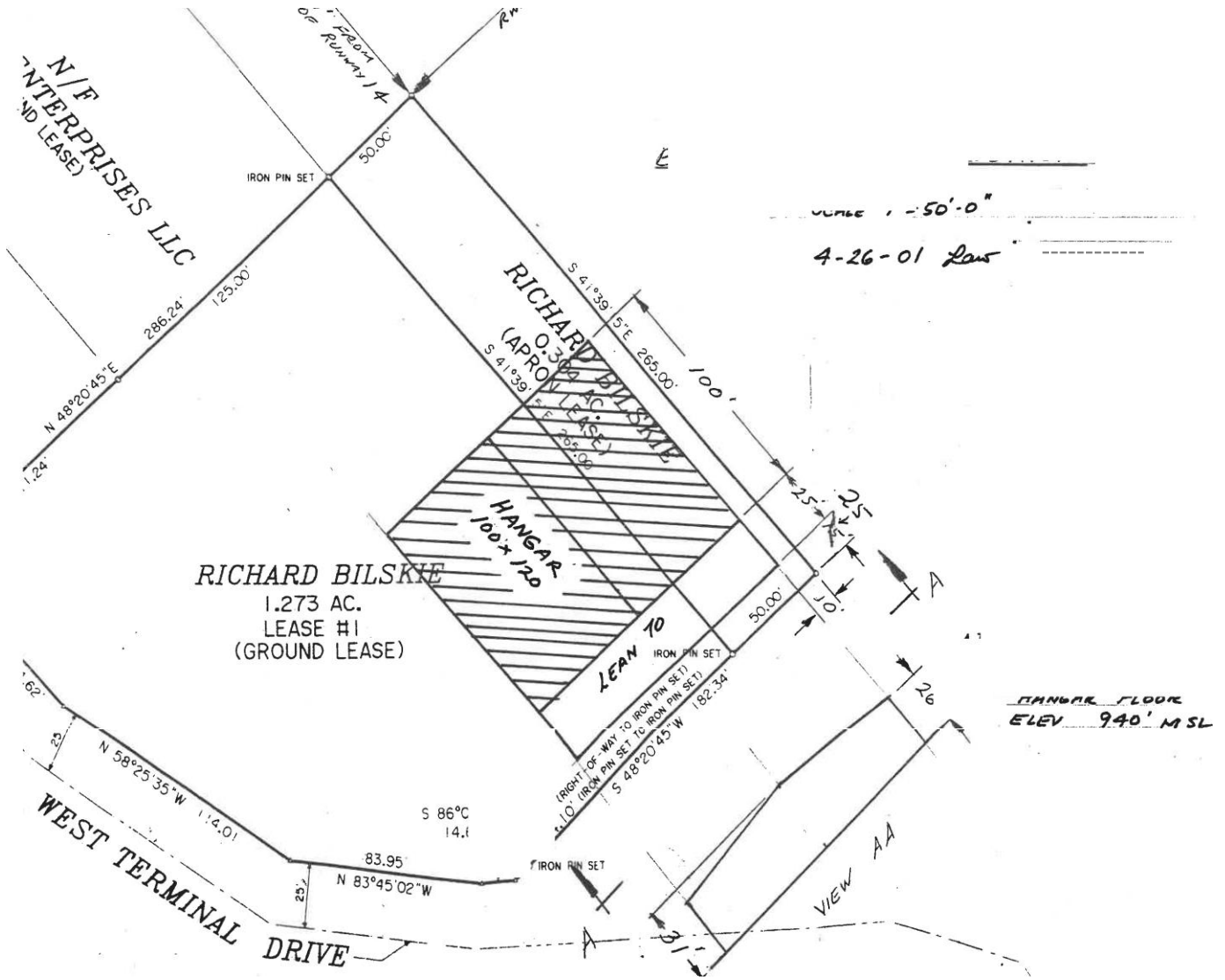
\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_  
(SEAL)

ATTESTED  
BY: \_\_\_\_\_

(CORPORATE SEAL)

**EXHIBIT A**

Survey & Legal Description of Leased Premises



**EXHIBIT B**  
**Insurance**

Lessee in its own name as insured and, at its sole cost and expense, shall secure, and maintain in continuous effect during the term of this Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Georgia providing for:

- (1) Comprehensive General Liability Insurance. Combined Single limits including Bodily Injury and Property Damage with limits of \$1,000,000 for each occurrence, personal and advertising injury with a limit of \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates. General Liability should include premises/operations coverage and products and completed operations coverage.
- (2) Auto Liability – including Owner, hired, and non-owned vehicles with Combined Single limits including Bodily injury and Property damage of \$500,000 for each occurrence.
- (3) Umbrella Excess Liability Insurance: Contractor shall carry umbrella excess liability including Auto, General Liability and Workers’ Compensation in the amount of \$1,000,000 over existing primary insurance and over self-insured hazards.
- (4) If Lessee has its own fuel tanks, Environment Impairment Liability and/or Pollution Liability - \$1,000,000 per occurrence.
- (5) Workers’ Compensation: As required by law.

All of the above policies must be occurrence based. Authority and Coweta County shall be named as an additional insured on all policies. The policies shall contain provisions that the coverage provided by said policies shall be primary to any insurance maintained by or for the benefit of Authority or Coweta County provide that the carrier issuing the certificate shall notify Authority thirty (30) days in advance of any cancellation or material change in the terms or coverage of such insurance policies. Said insurance shall in fact be primary to any insurance maintained by or for the benefit of Authority or Coweta County.

Lessee shall provide Authority with the Policies and Certificates indicating proof of the foregoing insurance coverages. The failure of the Lessee to obtain or maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Agreement nor any such liability be limited to the liability insurance coverage provided for herein.

Notwithstanding the above, any such certificate naming an insurance carrier not having at least an “A” rating by A.M. Best & Company, shall be referred to the Airport Manager for review and recommendation.



**EXHIBIT C**

N/A



## **Airport Authority**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 1/19/2023

**RE:** Amendment to the Lease Agreement with WarDaddy Aviation, Inc.

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**Issue:** Amendment to Hangar Lease Agreement with WarDaddy Aviation, Inc.

**Discussion:** WarDaddy Aviation, Inc. has requested an Amendment to the Hangar Lease Agreement for hangars being constructed at 50 and 60 Nation Drive in order to accommodate unforeseen construction delays and obtain financing for interior hangar improvements.

### **FINANCIAL IMPACT:**

N/A

**Recommendation:** Staff recommends that the Authority execute an Amendment to the Lease Agreement with WarDaddy Aviation, Inc.

**AMENDMENT TO LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT made and entered into this 26th day of January 2023 by and among the **NEWNAN-COWETA COUNTY AIRPORT AUTHORITY** (the "AUTHORITY"), a body corporate and politic and a political subdivision and public corporation of the State of Georgia, and **WARDADDY AVIATION, INC.**

**WITNESSETH**

**WHEREAS** the AUTHORITY entered into a Lease Agreement with WARDADDY AVIATION, INC dated August 1, 2021 (the "Lease"), for lease of hangars at the Newnan-Coweta County Airport (the "Airport"), and

**WHEREAS**, the AUTHORITY and WARDADDY AVIATION, INC desire to memorialize this assignment and amend said lease agreement and modify certain language therein,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and the recitals hereto which are contractual and an integral part of this Amendment to Lease Agreement, the AUTHORITY and WARDADDY AVIATION, INC do hereby agree as follows:

**Section 1 of the Lease entitled "TERM" which reads:**

- 1.1 The term of this lease shall be for a ten (10) year period, with a five (5) year renewal option, commencing on the 1st day of August 2021, and expiring on the 31st day of July 31, 2031, unless sooner terminated or renewed in accordance with the provisions hereof.
- 1.2 Lessee shall have the right to renew this Lease for an additional period commencing upon the expiration of the original ten (10) year term by the giving of ninety (90) days written notice to the Lessor, and provided that any such renewal shall be upon the then prevailing terms and conditions as the then current leases at the Airport or unless otherwise agreed upon between the Authority and Lessee.

**Is hereby deleted and replaced with:**

- 1.1 The term of this lease shall be for a twenty-five (25) year period, commencing on the 1st day of June 2023, and expiring on the 31st day of May 2048, unless sooner terminated or renewed in accordance with the provisions hereof.
- 1.2 DELETED

1.

**Section 4 of the Lease entitled "RENTS AND FEES" which reads:**

- 4.1 For Use and Occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the Authority during the period commencing August 1, 2021, and ending July 31, 2031, a monthly rent of \$30,000. Rent shall be adjusted in the future upon determination of total project cost. Rent shall not begin until a Certificate of Occupancy has been issued by Coweta County.
  - 4.1.1 If the five year renewal option is exercised, the annual rental payable hereunder shall be adjusted by multiplying the monthly rental set forth in Section 4.1 above by a fraction, the numerator of which shall be the annual CPI (as hereinafter defined) published for the month most recently preceding said August date, and the denominator of which shall be the annual CPI published for 2021, hereinafter referred to as Lessee's base year. In no event shall the rental payable under this Section 4.1.1 be less than the amount set forth in Section 4.1 above.

**Is hereby deleted and replaced with:**

4.1 For Use and Occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the Authority during the period commencing June 1, 2023, and ending May 31, 2048, a monthly rent of \$30,000. Rent may be adjusted in the future upon determination of total project cost. Rent shall not begin until a Certificate of Occupancy has been issued by Coweta County.

4.1.1 Effective on June 1, 2026, and on June 1, of each fifth year of the remaining term, the monthly rental payable hereunder shall be adjusted by either:

- a. CPI Adjustment: by multiplying the monthly rental set forth in Section 4.1 above by a fraction, the numerator of which shall be the monthly CPI (as hereinafter defined) published for the month most recently preceding said June date, and the denominator of which shall be the monthly CPI published for June 2023, hereinafter referred to as Lessee’s base month.
- b. Market Rent Analysis: by a certified appraiser approved by the AUTHORITY utilizing Yellow Book Standards

In no event shall the rental payable under this Section 4.1.1 be less than the amount set forth in Section 4.1 above.

3.

The remainder of the Lease Agreement shall remain in full force and effect.

4.

This Amendment to Lease Agreement contains the entire Agreement between the Parties, specifically incorporating herein the terms of the Lease, as amended. No promise, inducement, or representation other than herein set forth has been made, and the terms of this Amendment are contractual and not a mere recital.

5.

Each of the undersigned hereby certify that he/she is over the age of eighteen and suffering under no legal disability.

6.

It is further agreed that the undersigned have fully and completely read this Amendment in its entirety, and that each signed it as their own free act.

7.

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. Any dispute arising out of or in any way related to this agreement shall be submitted to the Magistrate, State or Superior Court of Coweta County and all parties hereto expressly consent to venue and jurisdiction therein.

(SIGNATURES ON FOLLOWING PAGE)

Attachment: Amendment to Hangar Lease Agreement WarDaddy Aviation Inc. (13604 : Amendment to Lease Agreement with WarDaddy

**IN WITNESS WHEREOF**, the AUTHORITY and WARDADDY AVIATION, INC have hereunto set their hands and seal this day and year first written above.

Signed, sealed, and delivered NEWNAN-COWETA COUNTY AIRPORT AUTHORITY by Newnan-Coweta County Airport Authority in the presence of:

\_\_\_\_\_  
Unofficial Witness

BY: \_\_\_\_\_  
Joe Rutkiewicz, Chairman

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_  
(SEAL)

ATTESTED  
BY: \_\_\_\_\_

(CORPORATE SEAL)

WARDADDY AVIATION, INC

Signed, sealed, and delivered  
by LESSEE  
In the presence of:

\_\_\_\_\_  
Unofficial Witness

BY: \_\_\_\_\_  
ITs

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_  
(SEAL)

ATTESTED  
BY: \_\_\_\_\_

(CORPORATE SEAL)

Attachment: Amendment to Hangar Lease Agreement WarDaddy Aviation Inc. (13604 : Amendment to Lease Agreement with WarDaddy



## **Airport Authority**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 1/19/2023

**RE:** Permanent Grant of Easement with WideOpenWest Georgia, LLC (dba WOW!)

---

**Issue:** Permanent Grant of Easement with WideOpenWest Georgia, LLC (dba WOW!)

**Discussion:** WideOpenWest, Georgia, LLC (dba WOW!) is requesting to extend an existing fiber line located along West Aviation Way to Alex Stephens Road to provide fiber service to Moreland Elementary. WOW! has requested an easement to run underneath Airport property in order to run conduit.

As part of the Permanent Grant of Easement, should a determination by a governmental body require that the conduit be relocated, such relocation shall be completed by WideOpenWest, Georgia, LLC (dba WOW!), including its successors and assigns, within a reasonable time period and solely at WideOpenWest, Georgia, LLC (dba WOW!) cost.

### **FINANCIAL IMPACT:**

N/A

**Recommendation:** Staff recommends that the Authority execute a Permanent Grant of Easement with WideOpenWest Georgia, LLC (dba WOW!).

## PERMANENT GRANT OF EASEMENT

STATE OF Georgia  
COUNTY OF Coweta

This Grant of Easement (this "Easement") is made and entered into this 26<sup>th</sup> day of January, 2023, by and between the Newnan-Coweta County Airport Authority ("Owner") and WideOpenWest Georgia, LLC, a Delaware limited liability company ("Operator").

### WITNESSETH:

WHEREAS, the Operator is in the business of providing cable television and telecommunications services; and

WHEREAS, Owner owns certain real property and improvements located at 189 Airport Road, Newnan, Georgia known as Newnan-Coweta County Airport, (the "Property"); and

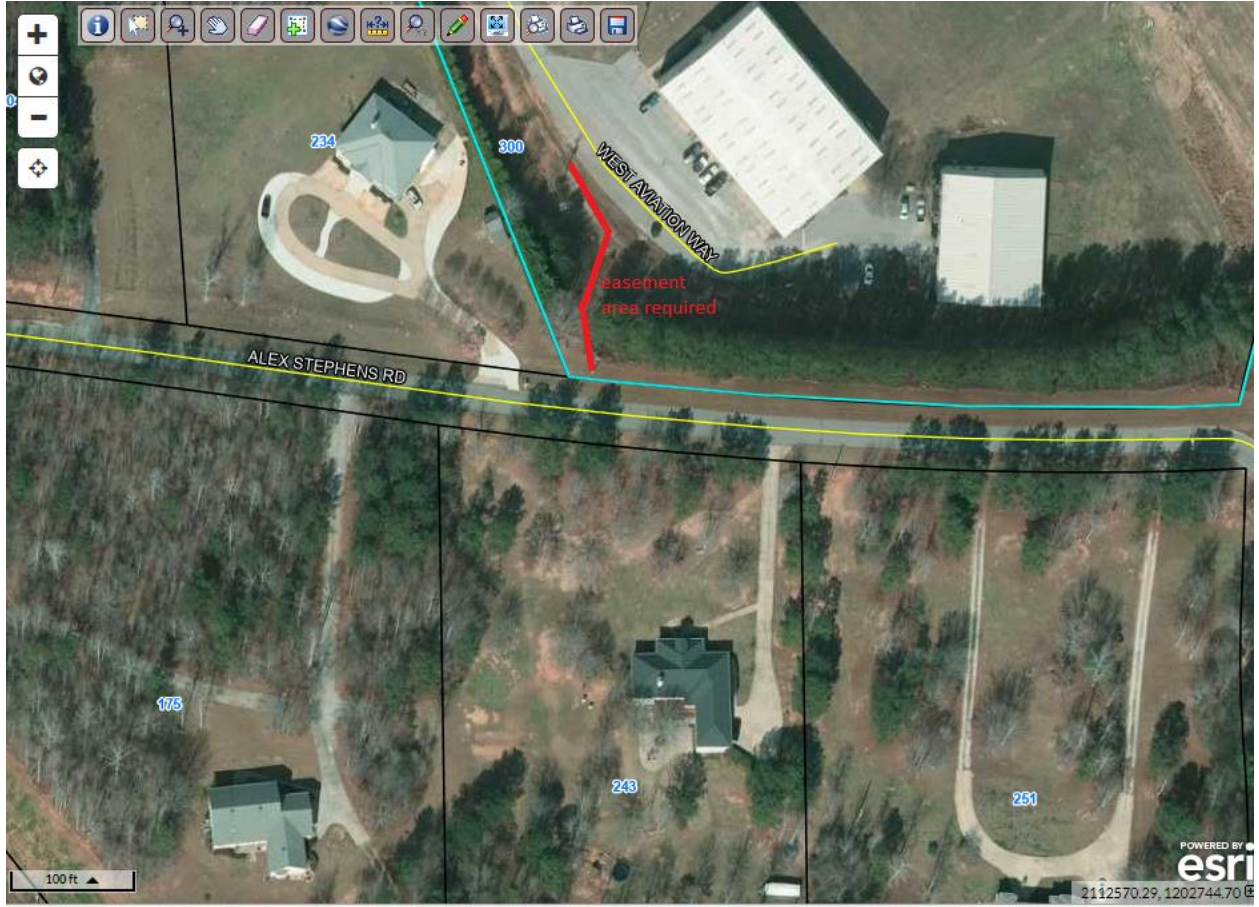
WHEREAS, Owner desires to allow for the underground installation of Operator's conduit and cables on a certain route on the Property;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Owner does hereby grant and convey to Operator and its successors and assigns a non-exclusive easement in, under, on, over, through and across the Property for the purposes of designing, constructing, installing, maintaining, repairing, updating and operating the conduit and cabling. The easement and other rights and interests granted to Operator in this Easement constitute interests in real property and covenants binding upon Owner and all subsequent owners and others who may claim any interests in or upon the Property, and shall run with the title of the Property.
2. The cabling and conduit shall always be and remain the sole property of Operator. These improvements shall not become or be considered a fixture of the Property upon which, or in which, it is located.
3. In the event of a determination by any body with authority over the Property or its improvements and operations that Operator's cables and/or conduit must be relocated, such relocation shall be completed by Operator, including its successors and assigns, within a reasonable time period and solely at Operator's cost.
4. This Easement shall be governed by Georgia law. This Easement contains the entire agreement between the parties as to the matters contained herein and supersedes and controls prior agreements with respect thereto. This Easement can only be modified by written agreement signed by all of the parties hereto and their duly authorized agents.
5. The location of the Easement shall be that shown on Exhibit A, attached hereto. Operator shall not be entitled to install its conduit or cabling in any other location on the Property.



Exhibit A



IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed as of the date and year first set forth above.

OWNER:

Newnan-Coweta County Airport Authority

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Joe Rutkiewicz

Title: CHAIRMAN

\_\_\_\_\_  
Witness Number One

\_\_\_\_\_  
Witness Number Two

STATE OF GEORGIA

COUNTY OF COWETA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of 2023, by (name of person acknowledging.) \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known: \_\_\_\_\_  
OR Produced Identification: \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

Attachment: DRAFT.Recordable Grant of Easement.WideOpenWestGeorgiaLLC.01.19.2023 (13603 : Permanent Easement Agreement -

OPERATOR:  
WideOpenWest Georgia, LLC

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Number One

\_\_\_\_\_  
Witness Number Two

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 20\_\_\_\_, by (name  
of person acknowledging.) \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known: \_\_\_\_\_  
OR Produced Identification: \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

Attachment: DRAFT.Recordable Grant of Easement.WideOpenWestGeorgiaLLC-01.19.2023 (13603 : Permanent Easement Agreement -



## **Airport Authority**

**To:** Newnan-Coweta County Airport Authority

**From:** Calvin Walker, Airport Manager

**Date:** 1/20/2023

**RE:** Temporary Easement Agreement with CRG Services, LLC Associated with Construction of the Bridgeport Sign

---

**Issue:** Temporary Easement Agreement with CRG Services, LLC Associated with Construction of the Bridgeport Sign

**Discussion:** CRG Services, LLC is requesting to install a sign at the entrance of the Bridgeport Development. While the sign is located on Bridgeport property (P&L Bridgeport Land LP), sitework and grading will need to be performed on property owned by the Newnan-Coweta County Airport Authority.

As part of being granted a right-of-entry to the Airport Authority property, CRG has agreed to require their contractors to remove trees that have been identified by the Georgia Department of Transportation (GDOT) as obstructions to the Airport's Runway Protection Zone (RPZ).

CRG has completed the required FAA 7460 Obstruction Evaluations for each letter of the sign and will require their contractors to mark all construction equipment/vehicles with the appropriate airport safety flagging while on site. Additionally, the developer/contractor will file the appropriate land disturbance permit and submit proof of insurance, performance bond, and indemnification agreement to Coweta County.

### **FINANCIAL IMPACT:**

N/A

**Recommendation:** Staff recommends that the Authority execute a Temporary Easement Agreement with CRG Services, LLC associated with construction of the Bridgeport sign.

STATE OF GEORGIA  
COUNTY OF COWETA

TEMPORARY EASEMENT AGREEMENT

THIS AGREEMENT entered this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between The NEWNAN-COWETA COUNTY AIRPORT AUTHORITY (the “Authority”) and \_\_\_\_\_ (“Grantee”).

Whereas, the Authority owns real property know as the Newnan-Coweta County Airport, and specifically the area located underneath the Runway 15 Protection Zone (RPZ), bordering US Highway 29 to the east, by Parcel 089 2090 012 to the South, and Parcel 089 2090 006 to the north and west;

Whereas, Grantee must acquire a temporary easement from the Authority to perform grading and tree removal within Authority’s property in order to erect a sign on Grantee’s property (the “Sign”);

Whereas the Authority is willing to grant Grantee said temporary easement only upon the terms and conditions set forth herein.

Now, therefore, in consideration of the benefits to both the Authority and the Grantee as set for more fully below, the parties agree as follows:

1.

The Recitals are incorporated herein, and made a part hereof, by reference.

2.

Authority herein conveys a Temporary Easement to Grantee at the location shown on the map or drawing as attached hereto as Exhibit “A”.

3.

Grantee is granted said temporary easement access solely for the purposes of clearing and grading land for the erection of the Sign in accordance with the plans attached hereto as Exhibit “B.”

4.

Grantee shall remove all trees that have been listed as obstructions on the last inspection of the Newnan-Coweta County Airport by GDOT prior to execution of this Agreement, said trees to be confirmed with Authority by Grantee prior to removal.

5.

Grantee's earthwork activities will include installing perimeter silt fence and erosion control measures as required by permit drawings. Once all erosion control measures are installed and approved, trees will be removed and the topsoil will be striped. After topsoil is removed, mass grading of the designed landscape features will commence. The footing and concrete site wall work will be performed alongside the grading activities. Upon completion of the site wall, the signage contractor will install the letters B-R-I-D-G-E-P-O-R-T on the site wall and connect them internally to illuminate the sign at night. Irrigation, planting, and sod install will start following mass grading completion. Upon completion of landscaping, the perimeter silt fence and erosion control measures will be removed.

6.

All equipment working on Newnan-Coweta County Airport property will have the required flagging installed and will abide by all airport requirements.

7.

Following the completion of the work described above, Grantee shall install landscaping in accordance with the landscape plans attached hereto as Exhibit "C."

8.

All work shall be completed by           [fill in date]          .

9.

Grantee agrees that any damage caused to the existing improvements will be repaired or corrected by the Grantee and work will be guaranteed by the Grantee. Grantee agrees to defend, indemnify and hold harmless Authority, Coweta County, and their respective employees, officials, agents and representatives (collectively "Indemnitees") from and against any and all liability whatsoever, including, without limitation, property damage, personal injury and death. The indemnity provision shall in no way be interpreted as requiring Grantee to indemnify Indemnitees for their own negligence.

10.

Grantee also agrees that work shall be performed in a manner so that operations of the Coweta County Fire Department will not be hindered or interfered with.

## 11.

Grantee shall maintain the following insurance for purposes of this Agreement:

- (a) Comprehensive General Liability Insurance. Combined Single limits including Bodily Injury and Property Damage with limits of \$1,000,000 for each occurrence, personal and advertising injury with a limit of \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates. General Liability should include premises/operations coverage and products and completed operations coverage. Policy should include X, C, U (Explosion, Collapse, and Underground Coverage).
- (b) Auto Liability including Owner, hired, and non-owned vehicles with Combined Single limits including Bodily injury and Property damage of \$1,000,000 for each occurrence.
- (c) Umbrella Excess Liability Insurance: Grantee shall carry umbrella excess liability including Auto, General Liability and Workers' Compensation in the amount of \$1,000,000 over existing primary insurance and over self-insured hazards.
- (d) Environment Impairment Liability and/or Pollution Liability - \$1,000,000 per occurrence.
- (e) Worker's Compensation: As required by law.

All of the above policies must be occurrence based. Newnan-Coweta County Airport Authority and Coweta County shall be named as additional insureds on all policies. The policies shall contain provisions that the coverage provided by said policies shall be primary to any insurance maintained by Newnan-Coweta County Airport Authority or Coweta County. Said insurance shall in fact be primary to any insurance maintained by Newnan-Coweta County Airport Authority or Coweta County.

## 12.

This Agreement, and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

## 13.

This Agreement may be amended or modified by mutual consent of the parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both parties.



14.

No waiver of any provision of this Agreement shall be effective, unless in writing and signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

15.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

16.

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provision. Any and all disputes arising out of or in any way related to this Agreement shall be submitted to the exclusive jurisdiction of the Superior Court of Coweta County and the parties expressly consent to venue and jurisdiction therein.

17.

No work shall begin without a 24 hour notification to the Coweta County Public Works Department at 770-254-3775 and the Coweta County Fire Department at 990-254-3900 by the Grantee.

18.

Should the Sign ever be determined by the FAA or other governmental or regulatory entity having jurisdiction over the Newnan Coweta-County Airport find to violate any rule or regulation affecting Authority's operations, Grantee agree to remove the Sign at Grantee's expense.

19.

This Easement shall expire                      days from the date of this Agreement as written-above.

20.

So Agreed on the date as written-above.

GRANTEE

NEWNAN-COWETA COUNTY  
AIRPORT AUTHORITY

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
By: Calvin Walker

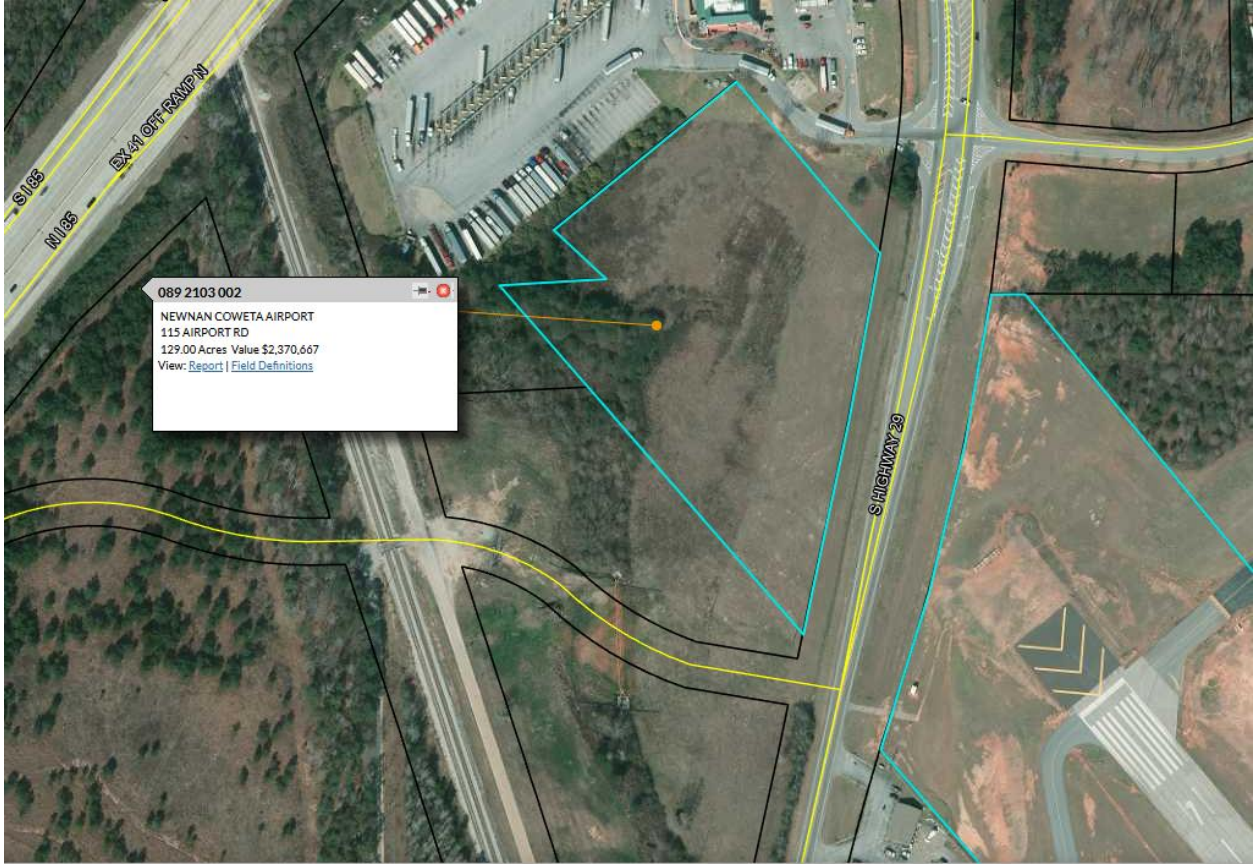
\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_  
SEAL

\_\_\_\_\_  
Witness

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

EXHIBIT "A"



Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

EXHIBIT "B"



# BRIDGEPORT MONUMENT SIGN IMPROVEMENT PLANS

## GENERAL NOTES

- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- GRADING CONTRACTOR SHALL INSTALL SILTATION CONTROL PRIOR TO STARTING THE GRADING. ADDITIONAL SILTATION CONTROL DEVICES SHALL BE INSTALLED AS REQUIRED BY COWETA COUNTY.
- GRADING & STORM WATER PER COWETA COUNTY STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS.
- ALL GRADED AREAS SHALL BE PROTECTED FROM EROSION BY EROSION CONTROL DEVICES AND/OR SEEDING AND MULCHING.
- ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL AND DEBRIS.
- GRADING CONTRACTOR SHALL KEEP EXISTING ROADWAYS CLEAN OF MUD AND DEBRIS AT ALL TIMES.
- NO GRADE SHALL EXCEED 3:1 SLOPE, EXCEPT AS NOTED AND APPROVED PER GEOTECHNICAL ENGINEER.
- ALL LANDSCAPE/SODDED AND/OR SEEDD AREAS TO BE FILLED WITH A MINIMUM OF 6 INCHES OF TOPSOIL. CONTRACTOR TO ADJUST GRADES AS NECESSARY FOR PLACEMENT OF TOPSOIL.
- ALL LANDSCAPED AREAS DISTURBED BY OFF-SITE WORK SHALL BE IMMEDIATELY SEEDD OR SODDED.
- THE UNDERGROUND UTILITIES SHOWN HEREIN WERE PLOTTED FROM SURVEY AND AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMO, C.
- CLEARING TECHNIQUES THAT RETAIN EXISTING VEGETATION TO THE MAXIMUM EXTENT PRACTICABLE SHALL BE USED AND THE TIME PERIOD FOR DISTURBED AREAS TO BE WITHOUT VEGETATIVE COVER SHALL BE MINIMIZED TO THE EXTENT PRACTICAL.
- AREAS SHALL BE SEEDD AFTER CLEARING AND GRUBBING WHEN NO ACTIVITY WILL OCCUR WITHIN SEVEN (7) DAYS.
- ALL PROPOSED UTILITIES TO BE LOCATED UNDERGROUND EXCEPT RE-ROUTING OF EXISTING COWETA-FAYETTE EMC AND GEORGIA POWER DISTRIBUTION SYSTEMS.
- THIS PLAN IS SUBJECT TO ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- TOPOGRAPHIC SURVEY BY OTHERS.
- CONTRACTOR SHALL CONTACT OWNER REGARDING SEQUENCING OF CONSTRUCTION.
- CONTRACTOR SHALL STAKE OUT IMPROVEMENTS IN FIELD FOR VERIFICATION BY OWNER AND/OR ARCHITECT PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL VERIFY AREAS POSITIVELY DRAIN PRIOR TO INSTALLATION OF IMPROVEMENTS.
- CONTRACTOR SHALL COORDINATE SERVICES WITH UTILITY COMPANIES.
- CONTRACTOR SHALL OBTAIN/COORDINATE ALL REQUIRED CONSTRUCTION/UTILITY PERMITS.
- IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE HE HAS THE LATEST IMPROVEMENT PLANS.

## GRADING NOTES

- PARKING ON NON-SURFACED AREAS IS PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEE VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVING CONDITIONS. CONTRACTOR SHALL KEEP ROAD CLEAR OF MUD AND DEBRIS.
- THE STREETS SURROUNDING THIS DEVELOPMENT AND ANY STREET USED FOR CONSTRUCTION ACCESS THERETO SHALL BE CLEANED THROUGHOUT THE DAY.
- ALL FILLED AREAS, INCLUDING TRENCH BACKFILLS, UNDER BUILDINGS, PROPOSED STORM AND SANITARY SEWER LINES AND/OR PAVED AREAS INCLUDING TRENCH BACKFILLS WITHIN AND OFF THE ROAD RIGHT OF WAY, SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY THE "MODIFIED PROCTOR". FILL IS TO BE PLACED IN A MAXIMUM OF 9-INCH LIFTS. TEST SHALL BE TAKEN AT A MAXIMUM OF 50-FOOT INTERVALS ALONG THE ROUTE OF THE PIPE, AT A MAXIMUM OF 2-FOOT VERTICALLY, AND LATERALLY ON EACH SIDE OF THE PIPE, AT DISCHARGE EQUAL TO THE DEPTH OF FILL OVER THE PIPE. A COPY OF THESE RESULTS WILL BE SUBMITTED TO MSD PRIOR TO CONSTRUCTION APPROVAL.
- ALL TRASH AND DEBRIS ON-SITE, EITHER EXISTING OR FROM CONSTRUCTION, MUST BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE.
- ALL EXCAVATIONS, GRADING OR FILLING SHALL HAVE A FINISHED GRADE NOT TO EXCEED A 3:1 SLOPE (33%), UNLESS SPECIFICALLY APPROVED OTHERWISE.
- NO EXCAVATION SHALL BE MADE SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PROPERTY OF ANY PUBLIC OR PRIVATE STREET WITHOUT SUPPORTING AND PROTECTING SUCH PUBLIC OR PRIVATE STREET OR PROPERTY FROM SETTLING, CRACKING OR OTHER DAMAGE.
- ALL DISTURBED AREAS SHALL BE SEEDD AND MULCHED UPON COMPLETION OF GRADING.
- GRADING CONTRACTOR SHALL INSTALL SILTATION CONTROL PRIOR TO STARTING THE GRADING.

## FLOOD NOTE

1. SUBJECT PROPERTY OF "SITE" (AS DEPICTED ON VICINITY MAP) IS LOCATED IN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAPS - NO. 13077C0233D DATED 02/06/2013 (NORTHWEST QUADRANT OF "SITE"). - NO. 13077C0234D DATED 02/06/2013 (NORTHEAST QUADRANT OF "SITE"). - NO. 13077C0245D DATED 02/06/2013 (SOUTHWEST QUADRANT OF "SITE"). - NO. 13077C0242D DATED 02/06/2013 (SOUTHEAST QUADRANT OF "SITE").

## AIRPORT NOTES/REQUIREMENTS

- THE CONTRACTOR TO FILE A FORM 7460 WITH THE FAA FOR OBSTRUCTION EVALUATION FOR EACH LETTER, AS WELL AS A DETERMINATION OF NO HAZARD FROM THE FAA FOR EACH OF THE LETTERS PRIOR TO WORK COMMENCING. LINK TO FORM 7460: <https://oeaaa.faa.gov/oeaaa/EXTERNAL/PORTAL.jsp> (STOCK & ASSOCIATES WILL PROVIDE).
- CONTRACTORS TO HAVE THE ORANGE & WHITE CHECKERED AVIATION SAFETY FLAGS ON THEIR EQUIPMENT AND VEHICLES WHEN ON AIRPORT PROPERTY.
- AN AGREEMENT BETWEEN THE CONTRACTOR AND THE AIRPORT AUTHORITY STATING CONTRACTOR'S INTENT TO REMOVE TREES ON AIRPORT PROPERTY IN EXCHANGE FOR ACCESS TO AIRPORT PROPERTY TO PERFORM GRADING WORK FOR THE SIGN.
- A FORMAL REQUEST SUBMITTED TO AND APPROVED BY THE AIRPORT AUTHORITY FOR ENTRY ONTO AIRPORT PROPERTY FOR GRADING FOR THE SIGN.
- A LAND DISTURBANCE PERMIT ISSUED BY COWETA COUNTY. (STOCK & ASSOCIATES WILL PROVIDE).

## COWETA COUNTY NOTES/REQUIREMENTS

- THE CONTRACTOR SHALL PROVIDE A CERTIFICATE OF INSURANCE, INDEMNIFICATION AGREEMENT AND PERFORMANCE BOND TO COWETA COUNTY FOR THE WORK PROPOSED ON AIRPORT PROPERTY.
- A TEMPORARY CONSTRUCTION EASEMENT FROM THE AIRPORT IS REQUIRED FOR THE WORK PROPOSED ON AIRPORT PROPERTY.

## EARTHWORK NOTES

BULK OUT (ENTIRE PROJECT) = 9,916 ± CUBIC YARDS  
 BULK FILL (ENTIRE PROJECT) = 1,380 (15% SHRINKAGE) ± CUBIC YARDS  
 NET (ENTIRE PROJECT) = 8,536 ± CUBIC YARDS

BULK OUT (ROW AREA ONLY) = 2,128 ± CUBIC YARDS  
 BULK FILL (ROW AREA ONLY) = 115 (15% SHRINKAGE) ± CUBIC YARDS  
 NET (ROW AREA ONLY) = 2,013 ± CUBIC YARDS

ASSUMPTIONS:  
 - 15% SHRINKAGE FACTOR

THE ENGINEER HAS CALCULATED THE ABOVE QUANTITIES OF EARTHWORK TO BE REQUIRED AS AN ESTIMATE OF THE BULK MOVEMENT OR REDISTRIBUTION OF SOILS ON THIS PROJECT. AS AN ESTIMATE, THESE QUANTITIES ARE INTENDED FOR GENERAL USE, AND THE ENGINEER ASSUMES NO LIABILITY FOR COST OVERRUNS DUE TO EXCESS EXCAVATED MATERIALS OR SHORTAGES OF FILL.

THE QUANTITIES ESTIMATED FOR EACH OF THE IMPROVEMENT ITEMS LISTED ABOVE ARE BASED UPON THE HORIZONTAL AND VERTICAL LOCATION OF THE IMPROVEMENTS AS PROPOSED ON THE SITE ENGINEERING PLANS PREPARED BY STOCK AND ASSOCIATES CONSULTING ENGINEERS.

THE ENGINEER'S EARTHWORK ESTIMATE DOES NOT INCLUDE ANY OF THE FOLLOWING ITEMS REQUIRING EARTHWORK THAT MAY BE NECESSARY FOR COMPLETION OF THE PROJECT: MISCELLANEOUS UNDERGROUND CONDUITS, INCLUDING SEWER LINES AND WATER MAINS, STANDARD MANHOLES; PROCESS OR TRANSFER PIPING, ELECTRICAL OR TELEPHONE CONDUITS; BASES FOR LIGHT STANDARDS; BUILDING FOOTINGS AND FOUNDATIONS, ETC.

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACTUAL SIZE OF THE FIELD EXCAVATIONS MADE FOR THE INSTALLATION OF UNDERGROUND STRUCTURES, AND AS SUCH, THE ACTUAL QUANTITIES OF EARTHWORK FROM SUCH ITEMS MAY VARY FROM THE ESTIMATE SHOWN ABOVE.

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR COSTS INCURRED DUE TO UNSUITABLE MATERIAL WHICH MUST BE REMOVED FROM SITE.

THE ABOVE QUANTITIES ARE AN ESTIMATE AND SHOULD BE CONSIDERED AS SUCH. IT IS THE GRADING CONTRACTOR'S RESPONSIBILITY TO PREPARE A QUANTITY TAKEOFF AND NOTE ANY DISCREPANCIES TO THE ENGINEER.

SECONDLY, EARTHWORK QUANTITIES ARE THE RESPONSIBILITY OF GRADING AND UTILITY CONTRACTORS. THE CONTRACTOR IS RESPONSIBLE FOR HAUL-ON OR HAUL-OFF MATERIAL FROM SITE AS MAY BE REQUIRED.

## GDOT NOTES

- UTILITIES
- ANY UTILITY WORK WITHIN THE STATE RIGHT OF WAY WILL REQUIRE A PERMIT THROUGH THE GEORGIA UTILITIES PERMITTING SYSTEM (GUPS) AND WILL NEED TO CONFORM TO THE UTILITY ACCOMMODATION POLICY AND STANDARDS MANUAL (UAM). IT IS THE RESPONSIBILITY OF THE UTILITY OWNER TO APPLY FOR THE PERMIT.
  - THE PROPOSED UTILITY WORK SUBMITTED FOR THE PERMIT IN GUPS WILL NEED TO BE SHOWN ON THE DRAWING APPROVED BY GDOT'S ACCESS MANAGEMENT.
  - WHEN BORING UNDER A STATE ROUTE THE GUPS PERMIT PACKAGE WILL NEED TO INCLUDE A CROSS-SECTION SHOWING THE LOCATION OF THE BORE, BORE PITS AND ALL EXISTING UTILITIES AT THE BORE LOCATION. TEST HOLES MAY BE REQUIRED TO SHOW THE EXACT DEPTH OF THE EXISTING UTILITIES.
  - ENSURE ALL EXISTING AND PROPOSED UTILITIES ARE SHOWN ON THE ACCESS MANAGEMENT PLANS.
  - WATER METERS, NEW OR RELOCATED, ARE TO BE PLACED OUTSIDE THE STATE RIGHT OF WAY.

## ES and PC NOTES

- THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN (OR HIS/HER CERTIFIED LEVEL II DELEGATE) IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPs WITHIN 7 DAYS AFTER INSTALLATION. CONTRACTOR SHALL NOTIFY THE DESIGN PROFESSIONAL 2 DAYS IN ADVANCE OF ONCE THE SITE IS READY FOR INSPECTION.
- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
- RECEIVING WATERS - LITTLE WHITE OAK CREEK
- MAINTENANCE OF PERMANENT BMPs TO FOLLOW REQUIREMENTS OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION REQUIREMENTS. EXCAVATED SOIL TO BE REMOVED OFF-SITE.

## GEOTECHNICAL NOTE

CONTRACTOR SHALL READ THE GEOTECHNICAL ENGINEERING SERVICES REPORT PSI PROJECT NO. 472397 FROM JULY 5, 2016 TITLED "PROJECT SAMPSON, PROPOSED INDUSTRIAL/BUSINESS PARK, BUILDINGS A & B AND ACCESS ROAD". IT IS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT.

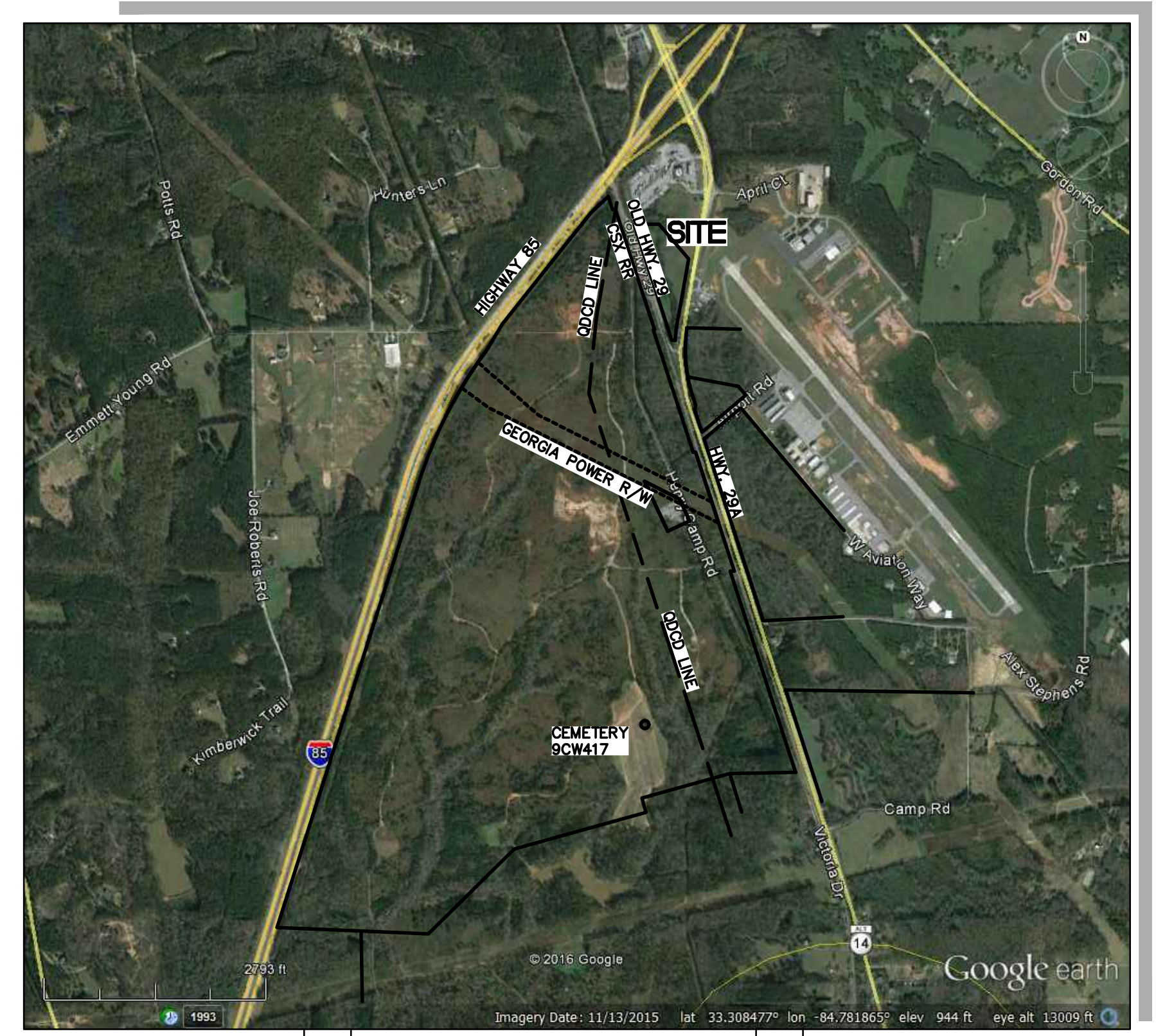
## PERMANENT BENCHMARK

Permanent benchmark: D63649  
 Benchmark located on Newnon-Coweta County Airport runway  
 North: 1206780.1390  
 East: 2110593.3150  
 Elev: 958.34

## TEMPORARY SITE BENCHMARK

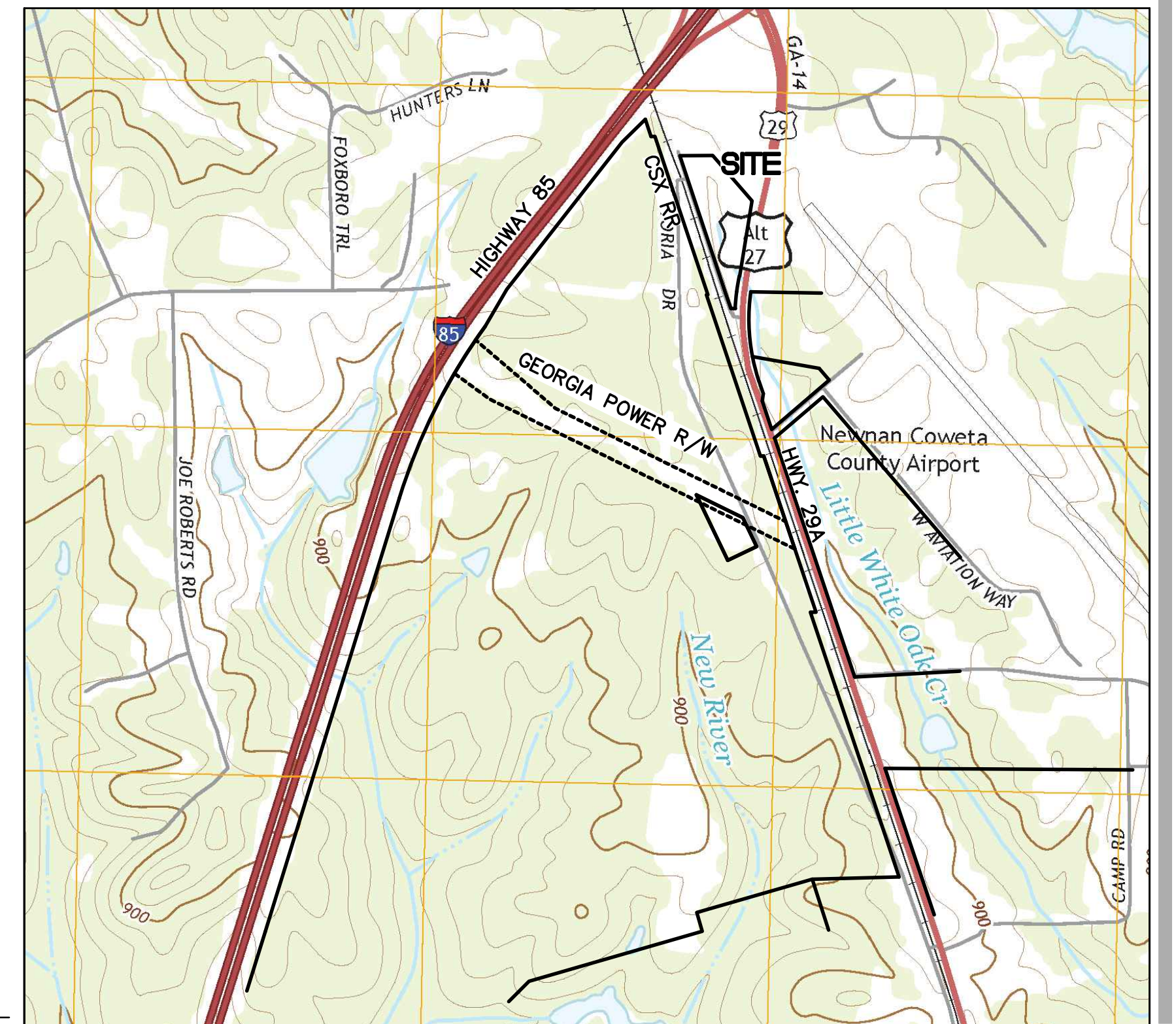
Permanent benchmark: Flowline of Flared End Section of 24" RCP Pipe located on East Side of Hwy 29, north side of asphalt driveway to Newnon-Coweta County Airport Equipment Building and directly East of the Northern End of Runway 14  
 North: 1207197.33  
 East: 2110174.55  
 Elev: 948.91

A TRACT OF LAND LOCATED IN LAND LOTS 89, 90, 103, 104, 120, 121, 122, 135, 136 AND 137 2ND DISTRICT, UNINCORPORATED COWETA COUNTY, GEORGIA



## VICINITY MAP

CHANDLER FAMILY CEMETERY 9C417  
 LAT - 33°18'5.72"N  
 LONG - 84°46'44.53"W



## USGS MAP

## LEGEND

- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING TREE
- EXISTING BUILDING
- EXISTING CONTOUR
- SPOT ELEVATION
- EXISTING UTILITIES
- EXISTING FENCE
- EXISTING IRON ROD
- IRON ROD SET
- FOUND CROSS
- EXISTING CONC. MONUMENT
- FIRE HYDRANT
- LIGHT STANDARD
- BUSH
- SIGN
- NOTES PARKING SPACES
- GUY WIRE
- EXISTING POWER POLE
- WATER VALVE
- DENOTES RECORD INFORMATION
- HANDICAPPED PARKING
- PROPOSED CONTOUR
- PROPOSED SPOT
- PROPOSED STORM
- PROPOSED SANITARY

## ABBREVIATIONS

- ATC - ADJUST TO GRADE
- B.C. - BACK OF CURB
- C.O. - CLEANOUT
- D.B. - DEED BOOK
- E - ELECTRIC
- ELEV. - ELEVATION
- EX. - EXISTING
- F.C. - FACE OF CURB
- FL. - FLOWLINE
- FT. - FEET
- FND - FOUND
- G. - GAS
- H.W. - HIGH WATER
- LFB - LOW FLOW BLOCKED
- M.H. - MANHOLE
- N/F. - NOW OR FORMERLY
- O.C. - ON CENTER
- P.B. - PLAT BOOK
- P.C. - PAGE
- PR. - PROPOSED
- PVC - POLYVINYL CHLORIDE PIPE
- RCP - REINFORCED CONCRETE PIPE
- R/W - RIGHT-OF-WAY
- R/W (GD) - RIGHT-OF-WAY (RESEARCHED MARCH 2016)
- SQ. - SQUARE
- T - TELEPHONE CABLE
- TBR - TO BE REMOVED
- TBR&R - TO BE REMOVED & REPLACED
- TYP - TYPICALLY
- USE IN PLACE
- U.O.N. - UNLESS OTHERWISE NOTED
- VCP - VITRIFIED CLAY PIPE
- W - WATER
- (86'W) - RIGHT-OF-WAY WIDTH

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY WITH COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMO.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

## DRAWING INDEX

- C1.0 TITLE/SPECIFICATIONS SHEET
- C2.0 OVERALL SITE PLAN (1:50)
- C2.1 OVERALL UTILITY PLAN (1:50)
- C3.0 EXISTING CONDITIONS / DEMOLITION PLAN - SOUTH (1:30)
- C3.1 EXISTING CONDITIONS / DEMOLITION PLAN - NORTH (1:30)
- C4.0 SITE AND GRADING PLAN - SOUTH (1:30)
- C4.1 SITE AND GRADING PLAN - NORTH (1:30)
- C5.0-5.3 CROSS SECTIONS
- CE6.0 ES&PC - PLAN PH.1 - CLEARING - SOUTH (1:30)
- CE6.1 ES&PC - PLAN PH.1 - CLEARING - NORTH (1:30)
- CE6.2 ES&PC - PLAN PH.2 - GRADING - SOUTH (1:30)
- CE6.3 ES&PC - PLAN PH.2 - GRADING - NORTH (1:30)
- CE6.4 ES&PC - PLAN PH.3 - FINAL - SOUTH (1:30)
- CE6.5 ES&PC - PLAN PH.3 - FINAL - NORTH (1:30)
- CE7.0-7.4 ES&PC - NOTES AND DETAILS

## DRAWING INDEX - HGOR (LANDSCAPE)

- HS-01 OVERALL SHEET KEY PLAN
- HS-02 HARDSCAPE IMPROVEMENT PLAN - ENLARGEMENT
- HS-04 HARDSCAPE LAYOUT PLAN
- HS-06 GRADING AND DRAINAGE PLAN - OVERALL
- HS-10 HARDSCAPE IMPROVEMENT DETAILS
- LS-0.1 LANDSCAPE SPECIFICATIONS
- LS-0.5 LANDSCAPE DEMO PLAN
- LS-01 LANDSCAPE DEVELOPMENT PLAN



EROSION CONTROL CERTIFICATION  
 I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATION DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT UNDER MY SUPERVISION.

I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1, OF THE YEAR IN WHICH LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLINGS OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE NATIONAL NPDES PERMIT NO. GAR 100001.

BY: *[Signature]*  
 GEORGE M. STOCK, REGISTERED GEORGIA ENGINEER NO. PE #20759  
 LEVEL II CERTIFIED DESIGN PROFESSIONAL - CERTIFICATION NUMBER #78566



GEORGE M. STOCK E-20759  
 CIVIL ENGINEER

CRG REAL ESTATE SOLUTIONS  
 2675 PACES FERRY ROAD, SUITE 290  
 ATLANTA, GEORGIA 30339  
 Ph: 770.676.6340

Architect

Civil Engineer  
**Stock & Associates**  
 Consulting Engineers, Inc.  
 237 Chesterfield Business Parkway  
 St. Louis, MO 63016  
 Ph: (636) 528-8100  
 Fax: (636) 528-8100  
 e-mail: gmm@stockassoc.com  
 Web: www.stockassoc.com

LANDSCAPE ARCHITECT  
**HGOR**

Architect

**BRIDGEPORT MONUMENT SIGN**  
 BRIDGEPORT COWETA COUNTY, GA

DRAWING ISSUE

Description	Date
CITY SUBMITTAL	08.16.2022
REVISED PER GDOT 08/25/22	10.24.2022
AND AIRPORT/COWETA 8/12/22 AND 09/19/22	
COMMENTS	

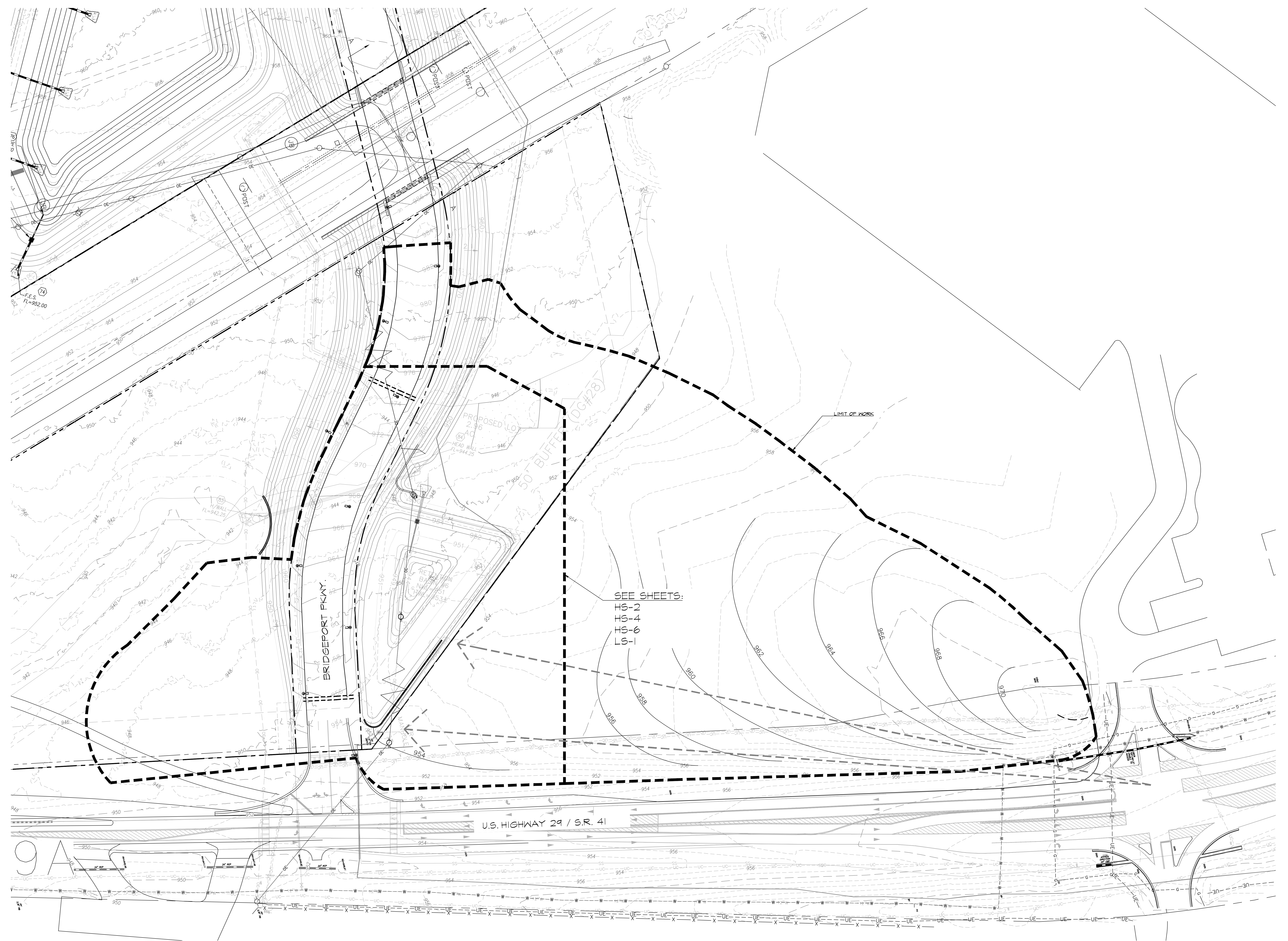
Drawing Title  
**TITLE/SPECIFICATIONS SHEET**

Drawing No.  
**C1.0**

ClayCo Job No. -- Consult Job No. 215-5648.13  
 Packet Pg. 55

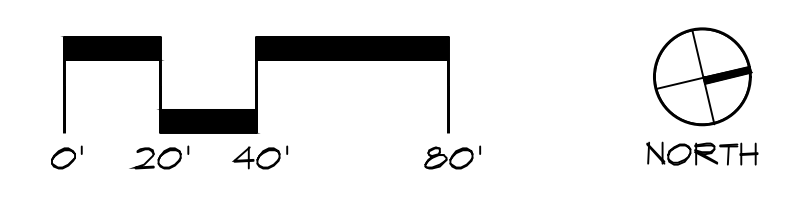
Attachment: BridgeportRightofEntry\_011023 With Exhibits (13607 - Temporary Easement Agreement with CRG Services, LLC)





SEE SHEETS:  
 HS-2  
 HS-4  
 HS-6  
 LS-1

**A OVERALL SHEET KEY PLAN**  
 HS-01 SCALE: 1"=40'



Two Live Oak  
 3445 Peachtree RD  
 Suite 1425  
 Atlanta, Georgia 303  
 www.hgor.com  
 p. 404-248-1960  
 f. 404-248-1092

# HGOR

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NO.	DATE	ISSUE
▲	10/05/2021	REV-1
▲		
▲		
▲		
▲		

**BRIDGEPORT ENTRY**  
 COWETA COUNTY, GA  
**CRG**  
 ATLANTA, GA

TITLE:  
**OVERALL SHEET KEY PLAN**

DATE: 01/25/2019  
 JOB NO: 18054  
 DWG FILE: 18054HW1  
 DRAWN BY: JY  
 CHECKED: CM  
 SCALE: 1"=40'

SHEET  
**HS-01**

Lot modified on 10/06/21 by SROUNJGCR  
 File located at S:\2018\18054\Cad\18054HW1.dwg

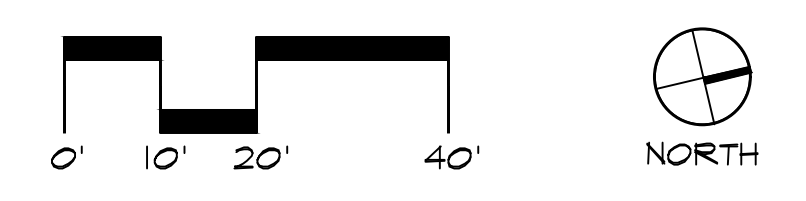
Attachment: BridgeportRightEntry\_011023 With Exhibits (13607 - Temporary Easement Agreement with CRG Services, LLC)



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File located at S:\2018\18054\Graphics\CAO\03 - Hardscape\18054HW1.dwg



**A HARDSCAPE IMPROVEMENT PLAN - ENLARGEMENT**  
H5-02 SCALE: 1"=20'



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## BRIDGEPORT ENTRY

COWETA COUNTY, GA  
CRG  
ATLANTA, GA

TITLE:  
HARDSCAPE  
IMPROVEMENT  
PLAN -  
ENLARGEMENT

DATE: 01/25/2019  
JOB NO.: 18054  
DWG FILE: 18054HW1  
DRAWN BY: JY  
CHECKED: CM  
SCALE: 1"=20'

SHEET  
**HS-02**

Attachment: BridgeportRightofEntry,011023 With Exhibits (18607 - Temporary Easement Agreement with CRG Services, LLC)

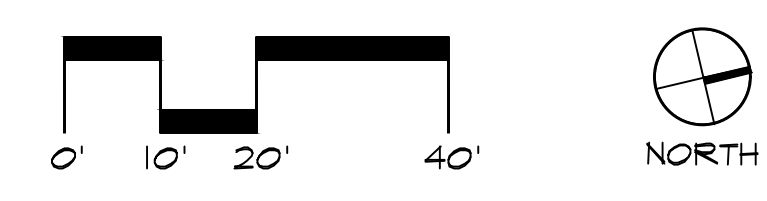


Last modified on 10/06/2019 by SROUNGER  
File located at S:\2019\18054\Graphics\18054HW1.dwg



**NOTES:**  
 • DIGITAL CAD INFORMATION SHALL BE PROVIDED TO CONTRACTOR FOR LAYOUT PURPOSES.  
 • ALL NOTED DIMENSIONS ARE FROM FACE OF WALL TO FACE OF WALL UNLESS OTHERWISE NOTED.

**A HARDSCAPE LAYOUT PLAN**  
 HS-04 SCALE: 1"=20'



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**BRIDGEPORT ENTRY**  
 COWETA COUNTY, GA  
**CRG**  
 ATLANTA, GA

TITLE:  
**HARDSCAPE LAYOUT PLAN**

DATE: 01/25/2019  
 JOB NO.: 18054  
 DWG FILE: 18054HW1  
 DRAWN BY: JY  
 CHECKED: CM  
 SCALE: 1"=20'

SHEET  
**HS-04**





**GRADING & DRAINAGE PLAN - OVERALL**  
 H5-06 SCALE: 1"=40'



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NO.	DATE	ISSUE
1	10/05/2021	REV-1

**BRIDGEPORT ENTRY**  
 COWETA COUNTY, GA  
 CRG  
 ATLANTA, GA

TITLE:  
**GRADING & DRAINAGE PLAN - OVERALL**

DATE: 01/25/2019  
 JOB NO.: 18054  
 DWG FILE: 18054HW1  
 DRAWN BY: JY  
 CHECKED: CM  
 SCALE: 1"=40'  
 SHEET:

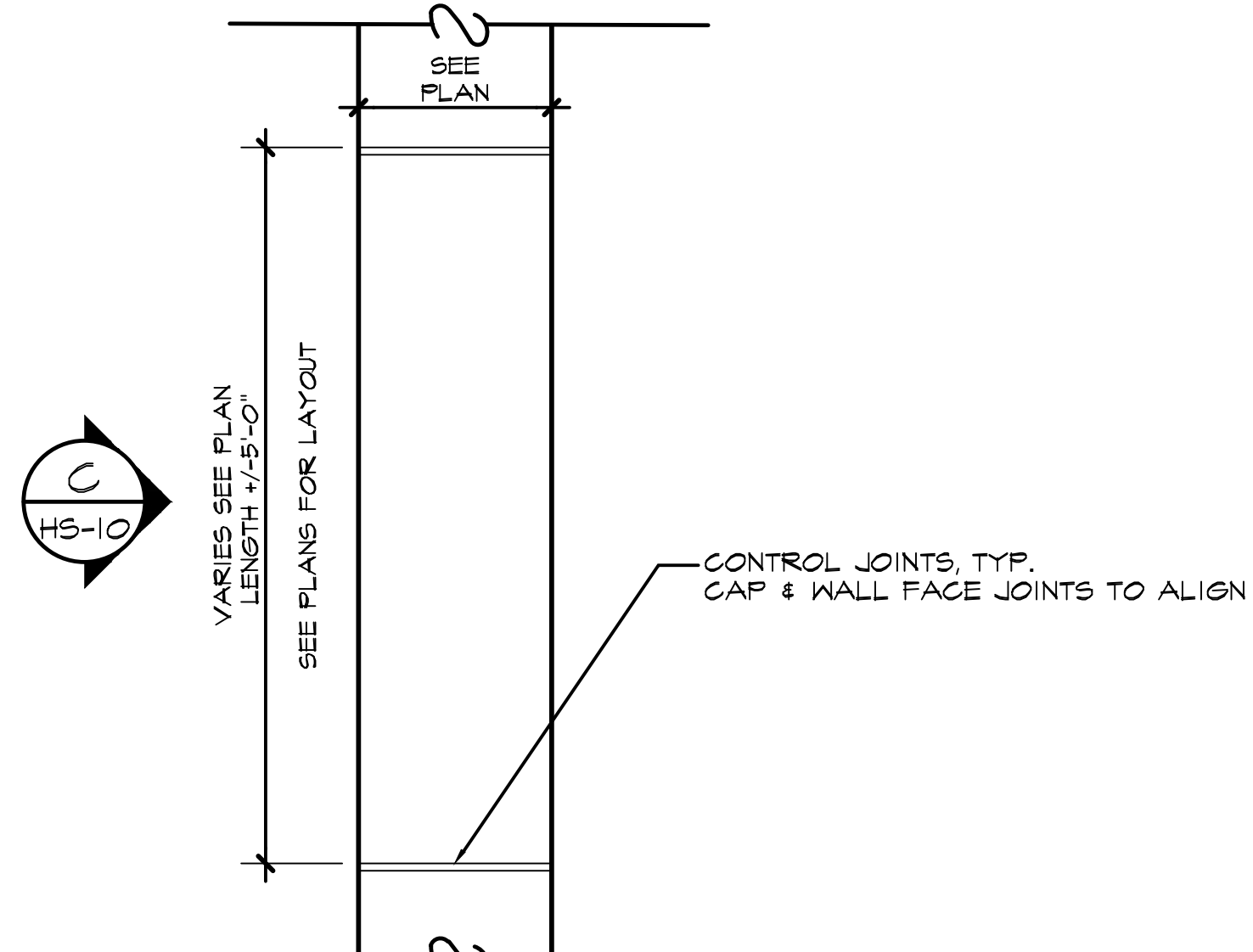
**HS-06**

6 OF 17  
 Packet Pg. 59

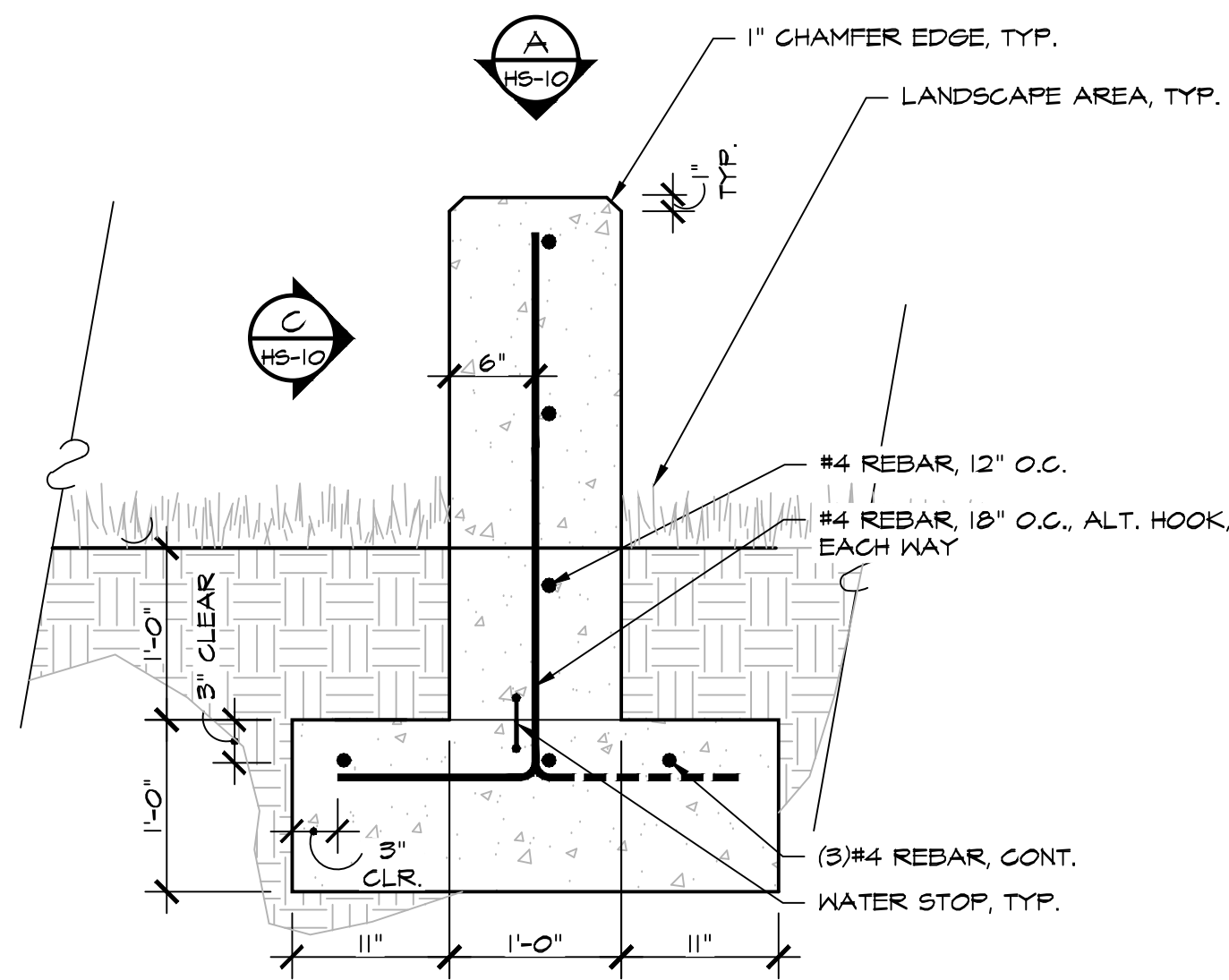
Last modified on 10/06/21 by SROUNGER  
 File located at S:\2018\18054\Cad\18054HW1.dwg

Attachment: BridgeportRightEntry\_011023 With Exhibit (1807 - Temporary Easement Agreement with CRG Services, LLC)

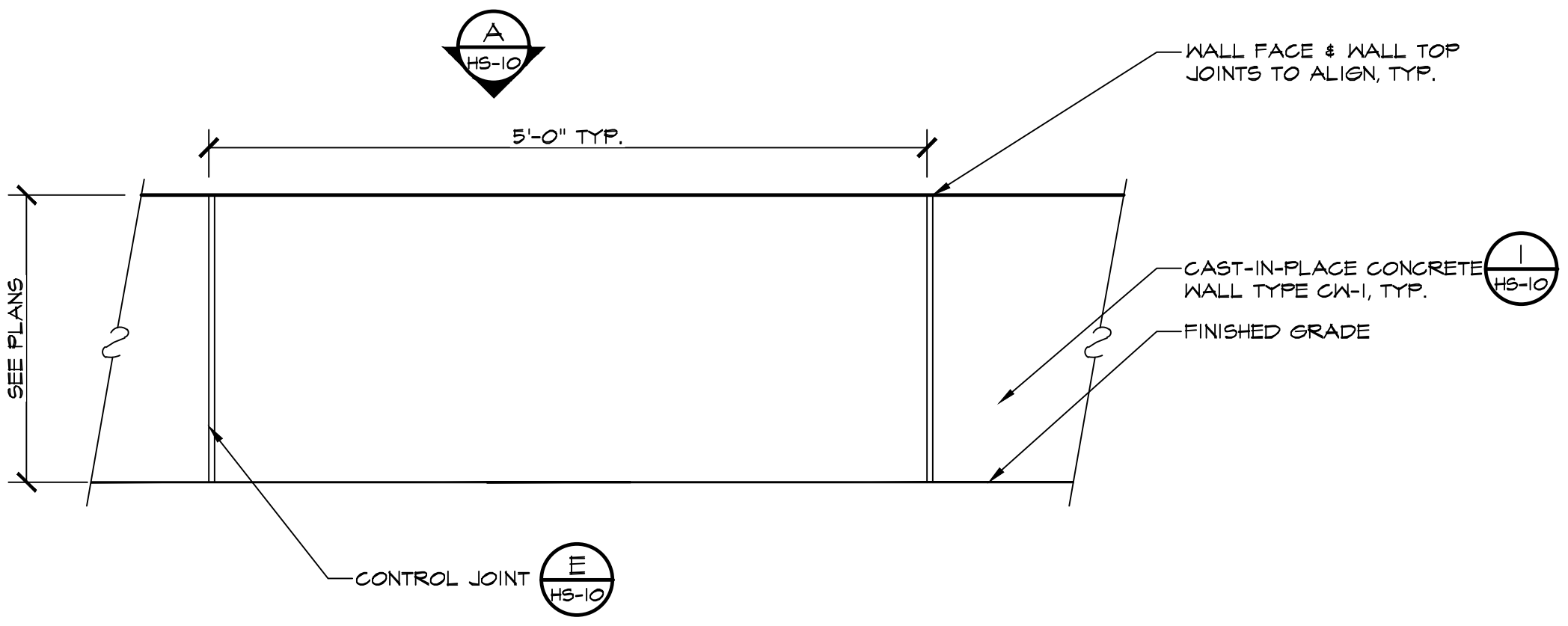




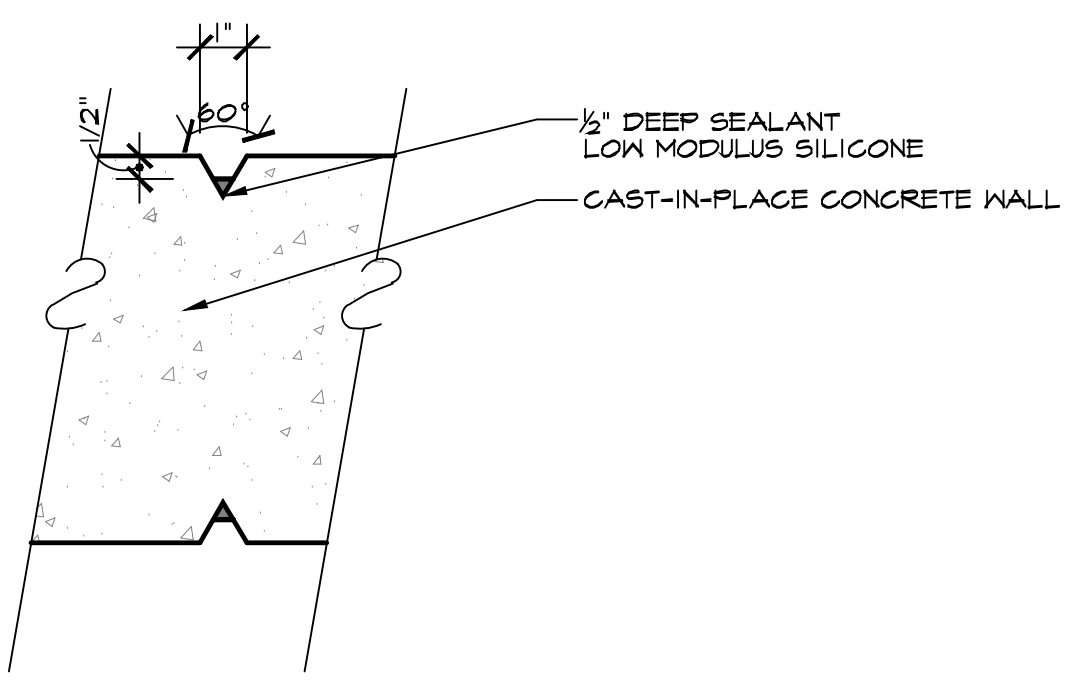
**A CAP- PLAN, TYPICAL**  
 HS-10 SCALE: 3/4" = 1'-0"  
 13096-SC-1



**B WALL 'A' - SECTION**  
 HS-10 SCALE: 1" = 1'-0"



**C C.I.P. SITE WALL - ELEVATION**  
 HS-10 SCALE: 1" = 1'-0"



**E WALL VERTICAL CONTROL JOINT - PLAN SECTION**  
 HS-10 SCALE: 3" = 1'-0"

WALL FINISH SCHEDULE	
C.I.P.	
GN-1	STANDARD GREY CONCRETE - AS-CAST FINISH.

**VERTICAL CAST-IN-PLACE WALL FINISH:**

CONCRETE FINISH, APPLY THE FOLLOWING TO SMOOTH-FORM-FINISHED AS-CAST CONCRETE WHERE INDICATED:

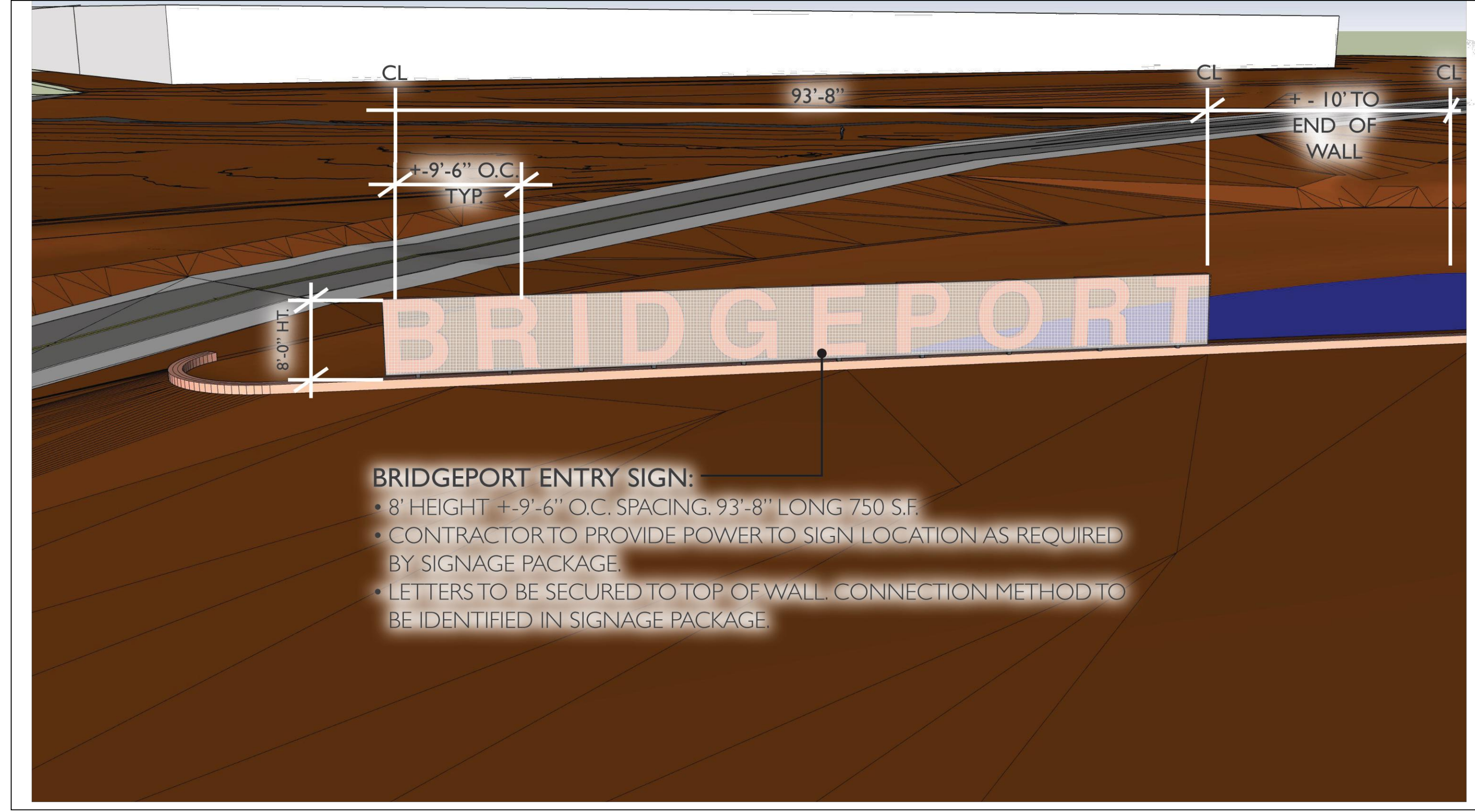
A. AS-CAST FINISH  
 B. MOCKUPS: BEFORE CASTING ARCHITECTURAL CONCRETE, BUILD MOCKUPS TO VERIFY SELECTIONS MADE UNDER SAMPLE SUBMITTALS AND TO DEMONSTRATE AESTHETIC EFFECTS AND QUALITIES OF MATERIALS AND EXECUTION, TYPICAL JOINTS, SURFACE FINISH, TEXTURE, TOLERANCES, AND STANDARD OF WORKMANSHIP. BUILD MOCKUPS TO COMPLY WITH THE FOLLOWING REQUIREMENTS, USING MATERIALS INDICATED FOR THE COMPLETED WORK:

- BUILD MOCKUPS IN THE LOCATION AND OF THE SIZE INDICATED OR, IF NOT INDICATED, AS DIRECTED BY LANDSCAPE ARCHITECT.
- NOTIFY LANDSCAPE ARCHITECT SEVEN (7) DAYS IN ADVANCE OF DATES AND TIMES WHEN MOCKUPS WILL BE CONSTRUCTED.
- DEMONSTRATE CURING, CLEANING, AND PROTECTING OF CAST-IN-PLACE ARCHITECTURAL CONCRETE, FINISHES, AND CONTRACTION JOINTS, AS APPLICABLE.
- OBTAIN LANDSCAPE ARCHITECT'S APPROVAL OF MOCKUPS BEFORE CASTING ARCHITECTURAL CONCRETE.
- MAINTAIN MOCKUPS DURING CONSTRUCTION IN AN UNDISTURBED CONDITION AS A STANDARD FOR JUDGING THE COMPLETED WORK.
- DEMOLISH AND REMOVE MOCKUPS WHEN DIRECTED.

**NOTES:**

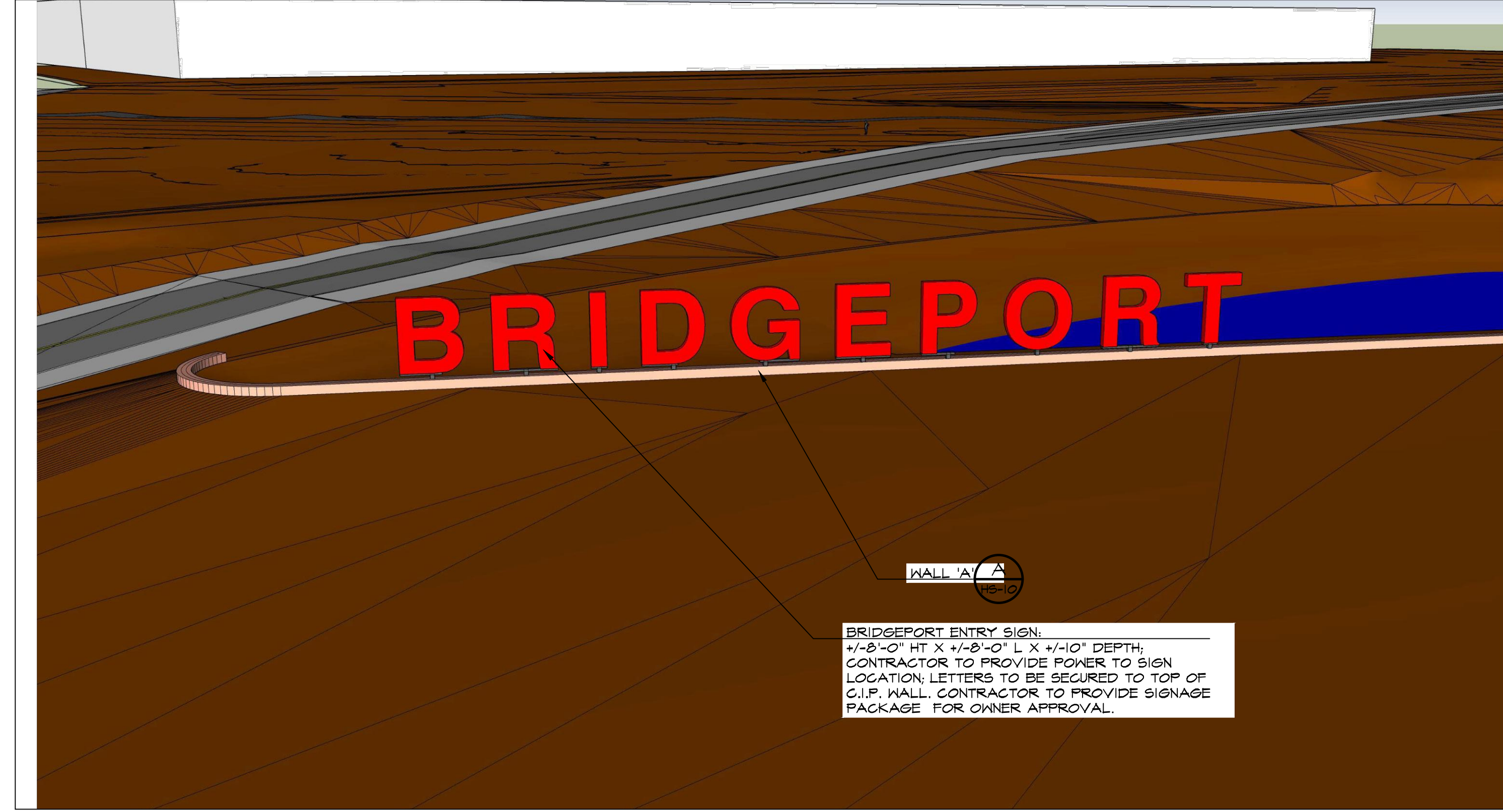
- COLORS AND FINISHES AS DESIGNATED IDENTIFY ONE PRODUCER'S/ SUPPLIER'S PRODUCTS.
- ALTERNATE PRODUCERS/ SUPPLIER'S PRODUCTS SHALL MATCH EACH COLOR AND FINISH OF THE PRODUCER/ SUPPLIER LISTED.
- PRODUCT SUBSTITUTION REQUESTS SHALL BE SUBMITTED BY THE CONTRACTOR WITHIN 15 DAYS AFTER THE COMMENCEMENT OF WORK. SUBMIT PRODUCT DATA AND FULL SIZE SAMPLES TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING, PURCHASING, AND INSTALLATION OF THE PRODUCT.

**I WALL FINISH SCHEDULE**  
 HS-10 SCALE: NTS



**BRIDGEPORT ENTRY SIGN:**

- 8' HEIGHT +9'-6" O.C. SPACING, 93'-8" LONG 750 S.F.
- CONTRACTOR TO PROVIDE POWER TO SIGN LOCATION AS REQUIRED BY SIGNAGE PACKAGE.
- LETTERS TO BE SECURED TO TOP OF WALL CONNECTION METHOD TO BE IDENTIFIED IN SIGNAGE PACKAGE.



**BRIDGEPORT ENTRY SIGN:**

7'-8'-0" HT X 7'-8'-0" L X 4'-10" DEPTH  
 CONTRACTOR TO PROVIDE POWER TO SIGN LOCATION. LETTERS TO BE SECURED TO TOP OF C.I.P. WALL. CONTRACTOR TO PROVIDE SIGNAGE PACKAGE FOR OWNER APPROVAL.

**G SIGN ELEMENT NO. 1 - FREESTANDING LETTERS**  
 HS-10 SCALE: NTS

**GENERAL NOTES:**

- SINAGE PACKAGE TO IDENTIFY SIZE, SPACING, MATERIAL + FINISH, LIGHTING, AND CONNECTION RECOMMENDATIONS FOR OWNER AND LANDSCAPE ARCHITECT APPROVAL.

REVISIONS

NO.	DATE	ISSUE
1	10/05/2021	REV-1

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Attachment: BridgeportRightofEntry,011023 With Exhibits (13697) - Temporary Easement Agreement with CRG Services, LLO



REVISIONS

NO.	DATE	ISSUE
△	10/05/2021	REV-1
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SEED TYPE	SEEDING RATE LBS/1000 SF	PLANTING DATES	VISIBLE SEEDLING STAND UNDER IDEAL CONDITIONS	ULTIMATE MOWING HEIGHT
COMMON BERMUDA	2-3	MAY 1 - AUG. 15	12 DAYS*	1 1/2" - 1"
TALL FESCUE	6-8	SEPT. 15 - NOV. 15	8 DAYS*	2 - 2 1/2"
ANNUAL RYEGRASS	4-6	OCT. 1 - MAR. 1	6 DAYS*	2 - 2 1/2"
BAMA	4-5	FEB. 15 - AUG. 31	8 DAYS*	2 - 3"

\*PLANTING DATES FOR TYPE 15 ARE FOR ATLANTA-NORTH GEORGIA REGION ONLY. THESE DATES DIFFER FOR OTHER AREAS WHERE SEASONAL VARIATIONS REQUIRE MODIFICATION. ACCORDING TO THE PLANT HARDINESS ZONE MAP PUBLISHED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, 1990, THESE DATES REFER TO ZONES 7A AND 7B.

TITLE  
LANDSCAPE SPECIFICATIONS

DATE: 01/25/2019  
JOB NO. 18054  
DWG FILE 18054LD1  
DRAWN BY JY  
CHECKED CM  
SCALE 1"=20'  
SHEET  
**LS-0.1**

15 OF 17  
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**SECTION 029000  
EXTERIOR LANDSCAPE**

**A. GENERAL**

- SUBMITTALS:**
    - TEST REPORT: SUBMIT RESULTS OF SOIL ANALYSIS BY A QUALIFIED SOIL-TESTING LABORATORY. FOR INFORMATION ONLY, OR STANDARDIZED ASTM 5268 TOPSOIL PROPOSED FOR USE IN PLANTING SOIL MIXES. REPORT SHALL INCLUDE PERCENTAGES OF DELETERIOUS MATERIALS; ORGANIC MATTER; GRADATION OF SAND, SILT, AND CLAY CONTENT, AS DETERMINED BY TEST METHODS INCLUDED IN PART 2 - PRODUCTS; CATION EXCHANGE CAPACITY; PH LEVEL; MINERAL, MAJOR NUTRIENT AND MICRO NUTRIENT CONTENT OF TOP SOIL.
    - SUBMIT ONE (1) GALLON ZIPLOC BAG OF EACH PROPOSED PLANTING SOIL MIX.
    - PLANTING SOIL MIX TEST REPORT: SUBMIT RESULTS OF SOIL ANALYSIS BY QUALIFIED SOIL-TESTING LABORATORY, FOR INFORMATION ONLY, OF EACH PLANTING SOIL MIX AS SPECIFIED. REPORT SHALL INCLUDE PERCENTAGES OF ORGANIC MATTER, PH LEVEL, MINERAL, MAJOR NUTRIENT AND MICRO NUTRIENT CONTENT OF EACH MIX.
      - STATE RECOMMENDED QUANTITIES OF NITROGEN, PHOSPHORUS, POTASH AND OTHER NUTRIENTS AND SOIL AMENDMENTS TO BE ADDED FOR SUITABLE GROWTH.
    - ON SITE SOIL REPORT: SUBMIT RESULTS OF SOIL ANALYSIS BY A QUALIFIED SOIL-TESTING LABORATORY, FOR INFORMATION ONLY, OF ON SITE SOIL. REPORT SHALL INCLUDE PH LEVEL, MINERAL, MAJOR NUTRIENT AND MICRO NUTRIENT CONTENT OF ON SITE SOIL.
      - PLANT MATERIAL PHOTOGRAPHS (IF REQUESTED): INCLUDE COLOR PHOTOGRAPHS IN DIGITAL FORMAT OF EACH REQUIRED SPECIES AND SIZE OF PLANT MATERIAL AS IT WILL BE FURNISHED TO THE PROJECT. TAKE PHOTOGRAPHS FROM AN ANGLE DEPICTING TRUE SIZE AND CONDITION OF THE TYPICAL PLANT TO BE FURNISHED. INCLUDE A SCALE ROD OR OTHER MEASURING DEVICE IN EACH PHOTOGRAPH. FOR SPECIES WERE MORE THAN (20) OTHER NUMBER PHOTOGRAPHS ARE REQUIRED, INCLUDE A MINIMUM OF THREE (3) INSERT NUMBER PHOTOGRAPHS SHOWING THE AVERAGE PLANT, THE BEST QUALITY PLANT, AND THE WORST QUALITY PLANT, PLANT SIZE, AND NAME OF THE GROWING NURSERY.
  - PROVIDE PLANT MATERIALS TRUE TO SPECIES AND VARIETY COMPLYING WITH RECOMMENDATIONS OF AMERICAN NATIONAL STANDARDS INSTITUTE, INC. (ANSI) 2601 AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN ASSOCIATION OF NURSERMEN.
  - PROVIDE AND FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED OR INFERRED FROM DRAWINGS AND SPECIFICATIONS TO COMPLETE THE WORK OF THIS SECTION.
  - IT IS THE CONTRACTOR'S RESPONSIBILITY TO TOTAL AND CONFIRM ALL MATERIAL QUANTITIES, ITEMS QUANTIFIED BY AN AREA (IE, SQUARE FEET - SF, SQUARE YARD - SQ. YD.) OR VOLUME (CUBIC FEET - CU. FT, CUBIC YARD - CU. YD.) SHALL BE CALCULATED AND CONFIRMED BY THE CONTRACTOR. THE QUANTITIES LISTED ON THE PLANT LIST ARE ESTIMATED. IN THE EVENT OF A DISCREPANCY BETWEEN THE TOTALS LISTED ON THE PLANT LIST AND THE NUMERICAL CALLOUTS ON THE DRAWINGS, THE DRAWINGS SHALL GOVERN. THE ACTUAL TOTAL QUANTITIES SHALL BE DETERMINED BY THE CONTRACTOR.
  - DELIVER TREES, SHRUBS, GROUND COVER AND SOD AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND PLANT IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX (6) HOURS AFTER DELIVERY, SET TREES, SHRUBS AND GROUND COVER IN SHADE, PROTECT FROM CURRENT AND FORECASTED WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
    - SET BALLED STOCK ON GROUND OR IN PARTIALLY EXCAVATED HOLE AND COVER ROOTBALL WITH SOIL, FEAT MOSS, SAND/DIRT OR OTHER ACCEPTABLE MATERIAL.
    - DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS UNTIL PLANTING TIME. HEALTHY BARK AND ROOT STOCK SOAK IN WATER. DO NOT LET ROOTS DRY OUT.
    - WATER ROOT SYSTEMS OF PLANT MATERIAL STORED ON-SITE. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST CONDITION.
  - INSURANCE ON PLANT MATERIAL AND OTHER MATERIALS STORED OR INSTALLED IS THE RESPONSIBILITY OF THE CONTRACTOR. SUCH INSURANCE SHALL COVER FIRE, THEFT, VANDALISM AND OTHER UNUSUAL PHENOMENON. SHOULD THE CONTRACTOR BE SELECTED NOT TO PROVIDE SUCH INSURANCE, HE WILL IN NO WAY HOLD THE OWNER RESPONSIBLE FOR ANY LOSSES INCURRED BY THE AFOREMENTIONED ACTS. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS INCURRED IN REPLACING DAMAGED OR STOLEN MATERIALS PRIOR TO DATE OF SUBSTANTIAL COMPLETION OF THE WORK.
  - LOCATE AND VERIFY ALL UTILITY LOCATIONS, EXISTING STRUCTURES ON AND AROUND THE SITE PRIOR TO WORK. MAINTAIN EXISTING UTILITIES AND STRUCTURES AND PROTECT THEM AGAINST DAMAGE DURING THE WORK.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES, STRUCTURES, PAVING AND/OR OTHER CONSTRUCTION RESULTING FROM THE LANDSCAPE CONSTRUCTION.
  - VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCING WORK. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCY.
  - NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OF CONDITIONS ENCOUNTERED IN THE FIELD CONTRADICTORY OF THOSE SHOWN ON THE DRAWINGS.
  - CONTRACTOR SHALL VERIFY THE CONDITIONS AND/OR ADEQUACY OF ALL SUBGRADES, FILLS AND BACKFILLS BEFORE INSTALLATION OF PLANT MATERIALS.
  - CONTRACTOR SHALL VERIFY THAT PROJECT CONDITIONS (IE, WEATHER, ADJACENT WORK, ETC.) ARE SATISFACTORY FOR INSTALLATION PRIOR TO COMMENCING WORK.
  - WARRANTY FOR A PERIOD OF ONE (1) YEAR, FOLLOWING THE DATE OF SUBSTANTIAL COMPLETION. ALL TREES, SHRUBS, GROUNDCOVERS, PLANTS AND GRASS AGAINST ANY DEFECTS INCLUDING DEATH OR UNSATISFACTORY GROWTH, AS DETERMINED BY THE LANDSCAPE ARCHITECT. WARRANTY SHALL INCLUDE THE COMPLETE COST TO SUPPLY AND INSTALL ALL REPLACEMENT PLANT MATERIALS ACCORDING TO THE REQUIREMENTS HEREIN. DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLIGENCE OR ABUSE BY THE OWNER, ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENON OR INCIDENTS BEYOND THE CONTRACTOR'S CONTROL ARE EXCEPTED. SHOULD QUESTIONS ARISE CONCERNING THE RESPONSIBILITY OF REPLACEMENT, THE LANDSCAPE ARCHITECT WILL BE AVAILABLE FOR ARBITRATION PROVIDED THE OWNER AND CONTRACTOR MUTUALLY DESIRE.
  - REMOVE AND REPLACE ALL TREES, SHRUBS, GROUNDCOVERS AND LAWN, OR OTHER PLANTS FOUND TO BE MORE THAN 25 PERCENT DEAD OR IN UNHEALTHY CONDITION DURING WARRANTY PERIOD. REPLACEMENTS ARE SUBJECT TO ALL REQUIREMENTS STATED IN THE CONTRACT DOCUMENTS. MAKE REPLACEMENTS IMMEDIATELY UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON. REPLACEMENTS MADE DURING THE WARRANTY PERIOD OR FOLLOWING THE SITE VISIT FOR FINAL ACCEPTANCE WILL CARRY AN ADDITIONAL ONE (1) YEAR WARRANTY BEGINNING AT THE TIME OF REPLACEMENT.
  - INSPECT PROJECT SITE MONTHLY DURING WARRANTY PERIOD TO DETERMIN WHAT CHANGES, IF ANY, SHOULD BE MADE IN THE MAINTENANCE PROGRAM. SUBMIT ALL RECOMMENDED CHANGES IN WRITING TO THE LANDSCAPE ARCHITECT AND THE OWNER.
- B. PRODUCTS:**
- ONLY PLANT MATERIAL GROWN IN A RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE WILL BE ACCEPTED. PROVIDE HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS OR DISFIGUREMENT.
  - CONTRACTOR MUST LOCATE ALL PLANT MATERIAL TO BE SUPPLIED FOR THE PROJECT. IN THE EVENT PLANT MATERIAL IS FOUND TO BE UNACCEPTABLE, THE CONTRACTOR WILL PURSUE OTHER SOURCES UNTIL ACCEPTABLE PLANT MATERIAL IS FOUND.
  - THE SELECTION OF ALL MATERIALS AND THE EXECUTION OF ALL OPERATIONS REQUIRED UNDER THE DRAWINGS AND SPECIFICATIONS IS SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REJECT ANY AND ALL MATERIALS AND ANY AND ALL WORK WHICH, IN HIS OPINION, DOES NOT MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AT ANY STAGE OF THE OPERATIONS. THE CONTRACTOR SHALL REMOVE REJECTED WORK AND/OR MATERIALS FROM PROJECT SITE AND REPLACE PROMPTLY.
  - PROVIDE NEW TOPSOIL WHICH IS FERTILE, FRIABLE, PEROVIOUS, SANDY LOAM, SURFACE SOIL, FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN ONE AND ONE-HALF (1 1/2) INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.

- AGGREGATE SOIL CONDITIONER, ROTARY KILN EXPANDED SLATE SPECIALLY GRADED FOR USE AS A HORTICULTURAL SOIL CONDITIONER.
  - COARSE SAND: CLEAN, WASHED, NATURAL OR MANUFACTURED SAND, FREE OF EXTRANEOUS OR TOXIC MATTER COMPLYING WITH ASTM G18.
  - COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, PH RANGE OF 5.5 TO 6; MOISTURE CONTENT 25 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 1-INCH SIEVE; SOLUBLE SALT CONTENT OF 4 TO 6 DECIISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS; AND AS FOLLOWS:
    - ORGANIC MATTER CONTENT: 50 PERCENT MINIMUM OF DRY HEIGHT.
    - FEEDSTOCK: AGRICULTURAL, FOOD, OR INDUSTRIAL RESIDUALS; BIOSOLIDS; YARD TRIMMINGS; OR SOURCE-SEPARATED OR COMPOSTABLE MIXED SOLID WASTE THAT MEET ALL STATE ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS.
  - HUMUS: AIR DRIED FINELY SHREDDED, AND PH RANGE SUITABLE FOR INTENDED HORTICULTURAL USE. HUMUS MUST BE COMPLETELY DECOMPOSED FOREST TYPE INCLUDING COMPOSTED LEAVES, BARK AND ORGANIC WASTES.
  - COMMERCIAL FERTILIZER: COMMERCIAL-GRADE COMPLETE FERTILIZER OF NEUTRAL CHARACTER, CONSISTING OF FAST- AND SLOW-RELEASED NITROGEN, 50 PERCENT DERIVED FROM NATURAL ORGANIC SOURCES, PHOSPHORUS, AND POTASSIUM.
  - PLANTING SOIL MIX FOR ON-GRADE PLANTINGS: PROVIDE SOIL MIX CONSISTING OF:
    - 60 PERCENT TOPSOIL (AS SPECIFIED)
    - 40 PERCENT PREPARED ADDITIVES (BY VOLUME AS FOLLOWS)
      - 2 PARTS HUMUS, PEAT, AND/OR COMPOST
      - 1 PART SHREDDED FINE BARK (BARK PIECES 1/2 INCH MAXIMUM LENGTH)
      - 1 PART STERILIZED COMPOSTED COEN MANURE
  - COMMERICAL FERTILIZER AS RECOMMENDED IN SOIL REPORT
  - LIME AS RECOMMENDED IN SOIL REPORT
  - PLANTING SOIL MIX FOR ANNUAL COLOR AND PERENNIAL PLANTINGS: PROVIDE SOIL MIX AMENDED AS FOLLOWS BY VOLUME:
    - 40 PERCENT TOPSOIL (AS SPECIFIED)
    - 25 PERCENT HUMUS AND/OR COMPOST
    - 15 PERCENT COMPOSTED BARK MULCH (BACK PIECES, 1/4 INCH MAX.)
    - 10 PERCENT NATURES HELPER
    - 5 PERCENT STERILIZED COMPOSTED COEN MANURE
    - 5 PERCENT SAND (COARSE RIVER SAND) DECREASE AMOUNT IF TOPSOIL HAS A HIGH PERCENTAGE OF SAND.
  - LIME AT A RATE OF 5 POUNDS PER 50 SQUARE FEET OF BED AREA (ADJUST FOR ALKALINE SOILS).
  - SPECIFIC REQUIREMENTS CONCERNING PLANT MATERIAL AND THE MANNER IN WHICH IT IS TO BE SUPPLIED ARE SHOWN ON THE DRAWINGS AND PLANT LIST. WITHIN EACH SIZE RANGE NOT LESS THAN 50 PERCENT THE PLANTS MUST BE OF THE MAXIMUM SIZE SPECIFIED.
  - FURNISH NURSERY GROWN PLANTS, FRESHLY DUG, NORMALLY SHAPED AND WELL BRANCHED, FULLY FOLIAGED WHEN IN LEAF AND WITH HEALTHY WELL DEVELOPED ROOT SYSTEMS. PLANTS TO BE FREE OF DISEASE, INSECT INFESTATIONS OR THEIR EGGS AND LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS AND DISFIGUREMENT.
    - TREE TREES OF HEIGHT AND CALIPER LISTED OR SHOWN AND WITH BRANCHING CONFIGURATION RECOMMENDED BY ANSI 2601 FOR TYPE AND SPECIES REQUIRED. PROVIDE SINGLE STEM TREES EXCEPT WHERE SPECIAL FORMS ARE SPECIFIED IN THE CONTRACT DOCUMENTS.
    - TREES ESTABLISHED AND WELL-ROOTED PLANTS, IN REMOVABLE CONTAINERS, WITH NOT LESS THAN THE MINIMUM NUMBER OF CANES REQUIRED BY AND MEASURED ACCORDING TO ANSI 2601 FOR TYPE, SHAPE, AND HEIGHT OF SHRUB.
    - PROVIDE ESTABLISHED AND WELL-ROOTED PLANTS, IN REMOVABLE CONTAINERS OR INTEGRAL PEAT POTS, HAVING NOT LESS THAN MINIMUM NUMBER AND LENGTH OF RUNNERS BY ANSI 2601 FOR THE POT SIZE SPECIFIED.
    - PROVIDE FRESH, CLEAN, NEW CROP SEED COMPLYING WITH TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY ASSOCIATION OF OFFICIAL SEED ANALYSTS. PROVIDE SEED OF GRASS SPECIES, PROPORTIONS AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED AS SPECIFIED ON DRAWINGS.
    - PROVIDE VIABLE SOD OF UNIFORM DENSITY, COLOR, AND TEXTURE, STRONGLY ROOTED NOT LESS THAN TWO (2) YEARS OLD AND FREE OF WEEDS AND UNDESIRABLE NATIVE GRASSES. ONLY PROVIDE SOD CAPABLE OF GROWTH AND DEVELOPMENT WHEN PLANTED (VIABLE, NOT DORMANT). PROVIDE MACHINE CUT SOD OF A UNIFORM MINIMUM SOIL THICKNESS OF FIVE-EIGHTHS (5/8) INCH, PLUS THICKNESS OF TOP GROWTH AND THATCH. SOD PIECES TO BE CONSISTENT IN SIZE AND SHAPE. ALL SOD MUST BE A TRUE CERTIFIED TURFGRASS.
  - GUY STAKES, UPRIGHT STAKES, AND DEADMEN, GRADE NO. 3 OR BETTER, UNIFORM GRADE PRESURE PRESERVATIVE TREATED PINE ANPA C-2, OR SOUND NEW HARDWOOD OR REDWOOD FREE OF KNOTS, HOLES AND OTHER DEFECTS, TWO (2) BY TWO (2) INCHES BY THIRTY (30) INCHES LONG, POINTED AT ONE END.
  - GUY ANCHORS AND GUY WIRE, NO. 4 REBARS OR COMPARABLE SIZE STEEL STAKES, THREE (3) FEET IN LENGTH; 2-STRAND, TWISTED, PLIABLE GALVANIZED STEEL WIRE NOT LIGHTER THAN NO. 12 GAUGE.
  - WATER AND WATER TRANSPORTATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
  - MULCH: FINE NEEDLE MULCH PREDOMINATELY COMPOSED OF LONGLEAF PINE NEEDLES AND OTHER LONG NEEDED SOUTHERN YELLOW PINE SPECIES, CLEAN, FRESH, DARK BROWN, AND FREE OF BRANCHES, CONES, FOREIGN MATTER, INSECTS AND DISEASES.
- C. EXECUTION**
- CONTRACTOR SHALL EXAMINE CONDITIONS UNDER WHICH PLANTING IS TO BE INSTALLED, REVIEW APPLICABLE ARCHITECTURAL AND ENGINEERING DRAWINGS, AND BE FAMILIAR WITH ALIGNMENT OF UNDERGROUND UTILITIES BEFORE DIGGING. NOTIFY LANDSCAPE ARCHITECT OF ADVERSE SUB-SURFACE DRAINAGE OR SOIL CONDITIONS. STATE CONDITIONS AND SUBMIT A RECOMMENDATION FOR CORRECTION INCLUDING COSTS. OBTAIN APPROVAL FOR METHOD OF CORRECTION PRIOR TO CONTINUING TO WORK IN THE AFFECTED AREA. IN THE EVENT THAT ALTERNATE LOCATIONS ARE SELECTED, THE CONTRACTOR SHALL PREPARE SUCH AREAS AT NO ADDITIONAL EXPENSE TO THE OWNER.
  - EXCAVATE PITS, BEDS AND TRENCHES WITH VERTICAL SIDES, AS SPECIFIED AND AS SHOWN ON THE DRAWINGS.
  - LOOSEN HARDPAN AND MOISTURE BARRIER UNTIL HARDPAN HAS BEEN BROKEN AND MOISTURE IS ALLOWED TO DRAIN FREELY.
  - FOR BALLED AND BURLAPPED (B+B) TREES AND SHRUBS, MAKE EXCAVATIONS AT LEAST FOUR (4) FEET WIDER THAN THE BALL DIAMETER FOR THE TOP TWELVE (12) INCHES OF THE PIT. FOR THE REMAINING DEPTH OF THE PIT, EXCAVATE AT LEAST TWO (2) FEET WIDER THAN THE FULL DIAMETER AND EQUAL TO THE BALL DEPTH, PLUS AN ALLOWANCE FOR SETTING OF BALL ON A LAYER OF COMPACTED BACKFILL. ALLOW FOR SIX (6) INCH MINIMUM SETTING LAYER OF EXCAVATED SOIL.
  - FOR CONTAINER GROWN STOCK, EXCAVATE AS SPECIFIED FOR BALLED AND BURLAPPED STOCK, ADJUSTED TO SIZE OF CONTAINER WIDTH AND DEPTH.
  - TREE AND SPECIMEN SHRUB PITS: FILL EACH PIT WITH WATER. IF PERCOLATION IS LESS THAN 100 PERCENT WITHIN A PERIOD OF TWELVE (12) HOURS, DRILL A TEN (10) INCH DIAMETER AUGER HOLE TO A DEPTH OF FIVE (5) FEET BELOW THE BOTTOM OF THE PIT. FILL AUGER HOLE WITH DRAINAGE GRAVEL AND COVER WITH FILTER FABRIC. RETEST PIT. IN CASE DRAINAGE IS STILL UNSATISFACTORY, NOTIFY LANDSCAPE ARCHITECT. IN WRITING, OF THE CONDITION BEFORE PLANTING TREES IN THE QUESTIONABLE AREAS. CONTRACTOR IS FULLY RESPONSIBLE FOR WARRANTY OF THE PLANT MATERIAL.
  - DISPOSE OF SUBSOIL REMOVED FROM LANDSCAPE EXCAVATIONS AT AN OFF-SITE LOCATION. DO NOT MIX WITH PLANTING SOIL.
  - MIX SPECIFIED SOIL AMENDMENTS AND FERTILIZERS WITH TOPSOIL, OR SOIL CONDITIONER WITH EXISTING SURFACE SOIL AT RATES SPECIFIED.
  - LAYOUT SHRUB AND GROUNDCOVER PLANTING BEDS ON THE GROUND TO THE LINES SHOWN ON THE

- DRAWINGS, HAVE LAYOUT APPROVED BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTING THE BED. OUTLINE BED WITH A TRENCH EDGE ON THE DRAWINGS. PLACE SOIL FROM TRENCH EDGE WITHIN BED AREA. LOOSEN EXISTING SOIL TO A MINIMUM DEPTH OF TWELVE (12) INCHES USING A ROTO TILLER OR SIMILAR EQUIPMENT. REMOVE ALL STICKS, STONES, RUBBISH, AND OTHER MATERIAL DETRIMENTAL TO PLANT GROWTH. SPREAD FOUR (4) INCH MINIMUM LAYER OF PLANTING SOIL MIX OVER ENTIRE BED AREA. (ADDITIONAL SOIL MIX MAY BE NECESSARY TO BUILD SHRUB BEDS TO GRADE AS SHOWN ON THE DRAWINGS). WORK PLANTING SOIL MIX INTO TOP OF LOOSENED SOIL WITH ROTO TILLER.
- EXCAVATE ANNUAL COLOR AND PERENNIAL BEDS TO A DEPTH OF FOUR (4) INCHES. BREAK THROUGH HARD PAN AND REMOVE ALL STONE, ROOTS, DEBRIS, ETC. REMOVE EXCAVATED SOIL. ROTO TILL EXCAVATED BED TO A DEPTH OF SIX TO EIGHT (6-8) INCHES. SLOPE THE BASE OF THE BED TO THE TRENCH EDGE. SPREAD SIX (6) INCH MINIMUM LAYER OF PLANTING SOIL MIX OVER ENTIRE BED. WORK PLANTING SOIL MIX INTO TOP OF LOOSENED SOIL WITH ROTO TILLER. PLACE ADDITIONAL PLANTING SOIL MIX TO BUILD UP BED A MINIMUM OF SIX (6) INCHES ABOVE EXISTING GRADE FOR ANNUAL COLOR BEDS AND FOUR (4) INCHES ABOVE EXISTING GRADE FOR PERENNIAL BEDS. ROTO TILL ENTIRE BED TO A DEPTH OF TWELVE (12) INCHES.
- LOOSEN THE GRADE OF LAWN AREAS TO A MINIMUM DEPTH OF SIX (6) INCHES. REMOVE STONES OTHER EXTRANEOUS MATTER. LIMIT PREPARATION TO AREAS WHICH WILL BE PLANTED PROMPTLY AFTER PREPARATION. ALLOW FOR SOD THICKNESS IN AREAS TO BE SODDED. GRADE LAWN AREAS TO SMOOTH, EVEN SURFACE WITH LOOSE, UNIFORM, FINE TEXTURE. ROLL AND RAKE. REMOVE RIDGES AND FILL DEPRESSIONS AS REQUIRED TO MEET FINISH GRADES. LIMIT FINE GRADING TO AREAS WHICH CAN BE PLANTED IMMEDIATELY AFTER GRADING.
- SET BALLED AND BURLAPPED (B+B) STOCK ON LAYER OF COMPACTED EXCAVATED EXISTING SOIL, PLUMB AND IN CENTER OF PIT OR TRENCH WITH TOP OF BALL TWO (2) OR THREE (2,3) INCHES ABOVE THE FINISH GRADE AND ALSO TWO TO THREE (2,3) INCHES ABOVE THE GRADE THEY BORE TO NATURAL GRADE BEFORE REGRADING. REMOVE ALL STRIPS AND ROPES MADE OF MAN-MADE FIBERS COMPLETELY FROM ROOTBALL. LOOSEN AND REMOVE BURLAP AND BIODEGRADABLE ROPES FROM TOP HALF OF ROOTBALL. CUT AND REMOVE THE TOP HALF OF ALL WIRE BASKETS BEFORE BACKFILLING. USE PLANTING SOIL MIXTURE TO BACKFILL PLANT PITS. WHEN PLANTS ARE SET, PLACE ADDITIONAL BACKFILL AROUND BASE AND SIDES OF BALL, AND WORK EACH LAYER TO SETTLE BACKFILL AND ELIMINATE VOIDS AND AIR POCKETS. WHEN EXCAVATION IS APPROXIMATELY TWO THIRDS (2/3) FULL, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL. REPEAT WATERING UNTIL NO MORE IS ABSORBED. WATER AGAIN AFTER PLACING FINAL LAYER OF BACKFILL.
- SET CONTAINER GROWN STOCK AS SPECIFIED FOR BALLED AND BURLAPPED STOCK. EXCEPT REMOVE CONTAINERS, WITHOUT DAMAGING ROOTBALLS, PRIOR TO BACKFILLING.
- STAKE AND GUY TREES IMMEDIATELY AFTER PLANTING AS INDICATED ON DRAWINGS. PLANTS SHALL BE PLUMB AFTER STAKING OR GUYING. MAINTAIN STAKES, WIRES AND GUYS UNTIL FINAL ACCEPTANCE OF THE WORK.
- EXCAVATE LARGE ENOUGH AREA IN LOOSENED SOIL TO INSTALL SPECIFIED CONTAINER GROWN SHRUB AND GROUND COVER PLANTS. REMOVE CONTAINERS WITHOUT DAMAGING THE ROOTBALL AND SET IN EXCAVATED HOLE. PLACE CONTAINER GROWN PLANT IN EXCAVATED HOLE WITH TOP OF ROOTBALL EVEN WITH FINAL SHRUB BED ELEVATION. BACKFILL ROOTBALL WITH SOIL FROM THE BED AND LIGHTLY COMPACT SOIL AROUND PLANT TO ELIMINATE VOIDS AND AIR POCKETS.
- MULCHING: IMMEDIATELY AFTER PLANTING, MULCH TREEPITS, TRENCHES AND PLANTING BEDS WITH A MINIMUM DEPTH OF THREE (3) INCHES OF PINE STRAW, FINISH EDGES ACCORDING TO THE DRAWINGS. REMOVE ALL MULCH FROM FOILAGE OF PLANTS.
- WATERING: SOAK ALL PLANTS AND ENTIRE PLANTING BED AREA IMMEDIATELY AFTER PLANTING. CONTINUE WATERING THEREAFTER AS NECESSARY UNTIL DATE OF SUBSTANTIAL COMPLETION.
  - SEEDING NEW LAWNS:
    - THE GRASS SEED SHALL BE APPLIED AT THE RATE SPECIFIED IN THE SEED SCHEDULE AND AT THE PLANTING DATES SPECIFIED.
    - SOON SEED USING A SPREADER OR HYDRO SEEDING MACHINE.
    - DO NOT SEED WHEN WIND VELOCITIES AFFECT EVEN DISTRIBUTION. DO NOT SOU WHEN SEED BED IS CRUSTY OR FROZEN. SOU IN EQUAL QUANTITIES IN TWO (2) DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.

- NOT POSSIBLE, SOD MAY BE STORED ON SITE UP TO THIRTY-SIX (36) HOURS AFTER STRIPPING PROVIDED SOD IS PROPERLY PROTECTED. UNSTACK, UNROLL, AND PLACE IN SHADE AND KEEP MOIST UNTIL INSTALLATION.
  - DO NOT PLANT DORMANT SOD.
  - DO NOT PLANT SOD ON FROZEN GROUND.
  - LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. SNUGLY FIT ENDS AND SIDES OF SOD STRIPS; DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK FROM BOARDS TO AVOID DAMAGE TO SUBGRADE OR SOD. TAPE OR ROLL LIGHTLY TO ENSURE CONTACT WITH SUBGRADE. WORK SIFTED SOIL INTO MINOR CRACKS BETWEEN PIECES OF SOD. REMOVE EXCESS TO AVOID SMOTHERING OF ADJACENT GRASS.
  - ANCHOR SOD WITH WOOD PEGS TO PREVENT SLIPAGE ON SLOPES EQUAL TO OR GREATER THAN 3:1 AND WHEREVER EQUALS CAN BE ANTICIPATED. LAY SOD PERPENDICULAR TO SLOPE DIRECTION, WITH STAGGERED JOINTS.
  - WATER SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING UNTIL SOIL IS DAMP TO A DEPTH OF FOUR (4) INCHES. IF RAINFALL IS INSUFFICIENT, KEEP SODDED AREA MOIST UNTIL GRASS HAS SECURELY ROOTED INTO THE PLANTING AREA.
- MAINTAIN TREES, SHRUBS, LAWNS AND OTHER PLANTS BY WATERING, PRUNING, CULTIVATING, WEEDING, AND RE-MULCHING AS REQUIRED FOR HEALTHY GROWTH. RESTORE TRENCH EDGES AROUND MULCH RINGS AND ALONG BED LINES. TIGHTEN AND REPAIR STAKE AND GUY SUPPORTS AND RESET TREES AND SHRUBS TO PROPER GRADES OR VERTICAL POSITION AS REQUIRED. RESTORE OR REPLACE DAMAGED WRAPPINGS. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
- UPON COMPLETION OF WORK, CLEAR GROUNDS OF DEBRIS SUPERFLUOUS MATERIALS AND ALL EQUIPMENT. REMOVE FROM SITE TO SATISFACTION OF LANDSCAPE ARCHITECT AND OWNER.
  - PROTECT LANDSCAPE WORK AND MATERIALS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS OPERATIONS BY OTHER CONTRACTORS AND TRADES AND TREESAGGERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR OR REPLACE DAMAGED LANDSCAPE WORK AS DIRECTED, AT NO ADDITIONAL COST TO OWNER.
    - THEFT: CONTRACTOR IS RESPONSIBLE FOR THEFT OF PLANT MATERIAL AT THE PROJECT SITE BEFORE, DURING AND AFTER PLANTING, UNTIL THE DATE OF SUBSTANTIAL COMPLETION OF THE WORK.





**LANDSCAPE DEVELOPMENT PLAN**  
 LS-01 SCALE: 1"=30'



Two Live Oak  
 3445 Peachtree Rd  
 Suite 1425  
 Atlanta, Georgia 303  
 www.hgor.com  
 p. 404-248-1960  
 f. 404-248-1092

**HGOR**

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NO.	DATE	ISSUE
▲	10/05/2021	REV-1
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**BRIDGEPORT ENTRY**  
 COWETA COUNTY, GA  
**CRG**  
 ATLANTA, GA

TITLE:  
**LANDSCAPE DEVELOPMENT PLAN**

DATE: 01/25/2019  
 JOB NO: 18054  
 DWG FILE: 18054LW1  
 DRAWN BY: JY  
 CHECKED: CM  
 SCALE: 1"=30'

SHEET  
**LS-01**

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 Packet Pg. 62

Last modified on 10/06/21 by SROUNJGSR  
 File located at S:\2018\18054\Cad\18054\_Landscape\18054LW1.dwg

Attachment: BridgeportEntry\_011023 With Exhibits (1807 - Temporary Easement Agreement with CRG Services, LLC)



**GENERAL PLANTING NOTES:**

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES SHOWN ON THESE DRAWINGS BEFORE PRICING THE WORK.
2. PROVIDE PLANT MATERIALS TRUE TO SPECIES AND VARIETY COMPLYING WITH RECOMMENDATIONS OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERY MEN.
3. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE WARRANTY PERIOD (AS DIRECTED BY THE OWNER).
4. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO DATE OF SUBSTANTIAL COMPLETION OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL THE PLANT LIST SPECIFICATIONS.
5. LOCATE AND VERIFY ALL UTILITY LOCATIONS AND EXISTING STRUCTURES IN AND AROUND THE SITE PRIOR TO WORK. MAINTAIN EXISTING UTILITIES AND STRUCTURES AND PROTECT AGAINST DAMAGE DURING THE WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO EXISTING UTILITIES, STRUCTURES, PAVING AND/OR WORK OF OTHER TRADES RESULTING FROM LANDSCAPE CONSTRUCTION.
7. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF DISEASES, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS AND/OR DISFIGUREMENT.
8. WATER AND WATER TRANSPORTATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND THE OWNER BEFORE, DURING AND UNTIL DATE OF SUBSTANTIAL COMPLETION OF THE WORK.
10. ALL PLANTS MUST BE CONTAINER-GROWN (CONT.) OR BALLED AND BURLAPPED (B & B) AS INDICATED IN THE PLANT LIST.
11. THE LANDSCAPE ARCHITECT WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
12. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
13. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, MOWING, ETC.) OF PLANTING AREAS AND LAWNS UNTIL DATE OF SUBSTANTIAL COMPLETION.

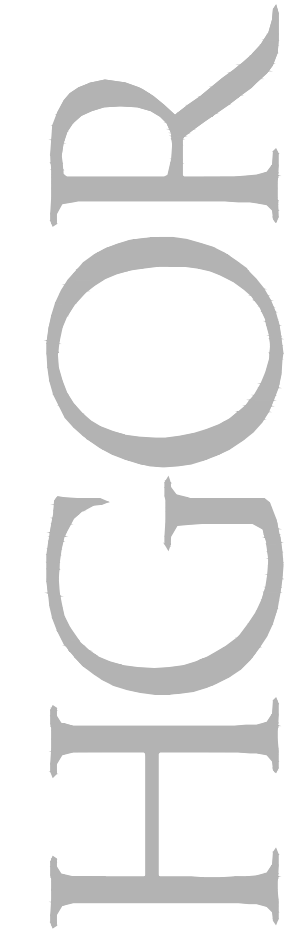
FILE NAME: LANS048

**PLANTING SOIL MIX NOTES:**

1. THE LANDSCAPE CONTRACTOR SHALL FURNISH TOPSOIL; TOPSOIL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. REFER TO SPECIFICATION SECTION 329000 FOR TOPSOIL REQUIREMENTS.
2. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANTING SOIL MIX.
3. THE PLANTING SOIL MIX MUST APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY BACKFILLING.
4. THE TYPICAL PLANTING SOIL MIX FOR ON-GRADE PLANTINGS (TREES, SHRUBS & GROUND COVERS) SHALL CONSIST OF THE FOLLOWING UNLESS OTHERWISE INDICATED ON THE DRAWINGS:
  - 60% TOPSOIL (AS SPECIFIED)
  - 40% PREPARED ADDITIVES (BY VOLUME AS FOLLOWS):
    - 2 PARTS HUMUS, PEAT, AND/OR NUTRIENT GRADE COMPOST
    - 1 PART SHREDDED AND PARTIALLY COMPOSTED FINE BARK (BARK PIECES 1/2 INCH MAXIMUM IN LENGTH)
  - COMMERCIAL FERTILIZER AS RECOMMENDED IN SOIL REPORT.
  - LIME AS RECOMMENDED IN SOIL REPORT.

FILE NAME: LANS048

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**BRIDGEPORT ENTRY**  
COWETA COUNTY, GA  
**CRG**  
ATLANTA, GA

TITLE  
**LANDSCAPE DEVELOPMENT DETAILS**

DATE 01/25/2019  
JOB NO. 18054  
DWG FILE 18054LD1  
DRAWN BY JY  
CHECKED CM  
SCALE 1"=20'  
SHEET

**LS -02**

EXHIBIT "C"





NOTE:  
 - GRASS SEED TO BE PLANTED IN FALL/WINTER PLANTING SEASON  
 - CONTRACTOR SHALL SEED RYE GRASS IN THE FALL FOR DISTURBED AREA COVERAGE. RYE GRASS SHALL BE SWAPPED OUT, AND SEEDED FOR COMMON BERMUDA GRASS IN WARM SEASON, AT DIRECTION OF OWNER.

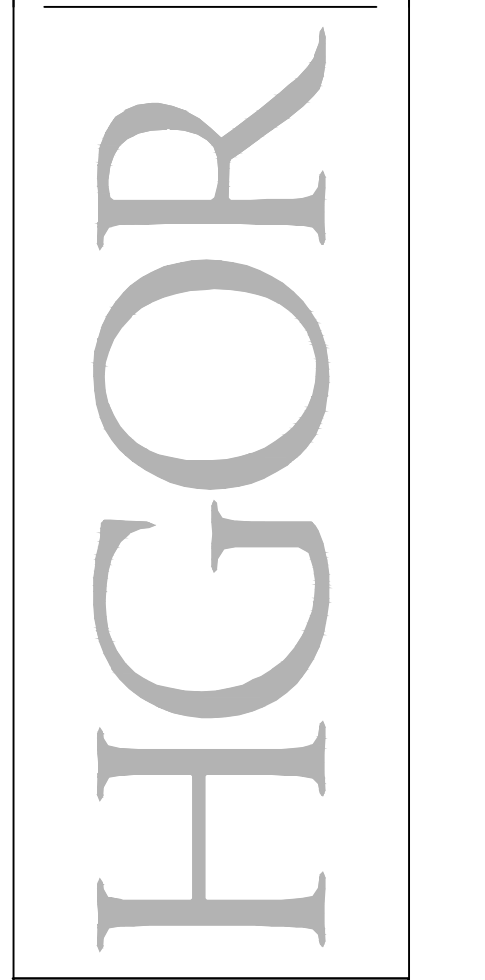
CLEAR AND SPRAY SEED DISTURBED AREA OUTSIDE STREAM BUFFER.  
 APROX. DISTURBED AREA TO BE FIELD VERIFIED.  
 APROX. 42,400 S.F. AREA

APROX. 216,303 S.F. AREA  
 APROX. DISTURBED AREA TO BE FIELD VERIFIED.  
 CLEAR LANDSCAPE IN AREA SHOWN AS DISTURBED, SPRAY SEED AREA AS SHOWN.

**LANDSCAPE DEVELOPMENT PLAN**  
 LS-01 SCALE: 1"=30'



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**BRIDGEPORT ENTRY**  
 COWETA COUNTY, GA  
**CRG**  
 ATLANTA, GA

TITLE:  
**LANDSCAPE DEVELOPMENT PLAN**

DATE: 01/25/2019  
 JOB NO: 18054  
 DWG FILE: 18054LW1  
 DRAWN BY: JY  
 CHECKED: CM  
 SCALE: 1"=30'

SHEET  
**LS-01**

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 Packet Pg. 65

Last modified on: 10/06/21 by: SROUNJGSR  
 File located at: S:\2018\18054\Cad\18054\_Landscape\18054LW1.dwg

Attachment: BridgeportEntry\_011023 With Exhibits (1807 - Temporary Easement Agreement with CRG Services, LLC)



EXHIBIT "D" FAA AERONAUTICAL STUDIES

H:\COWETACO\AIRPORT AUTHORITY\Contracts\BridgeportRightofEntry.011023.doc

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)



Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36146-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter P in Sign  
 Location: East Newnan, GA  
 Latitude: 33-19-03.71N NAD 83  
 Longitude: 84-46-39.23W  
 Heights: 954 feet site elevation (SE)  
 10 feet above ground level (AGL)  
 964 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- \_\_\_\_\_ At least 10 days prior to start of construction (7460-2, Part 1)
- X   Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 05/01/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

7.a

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

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This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (817) 222-5935, or [kenneth.patterson@faa.gov](mailto:kenneth.patterson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-36146-OE.

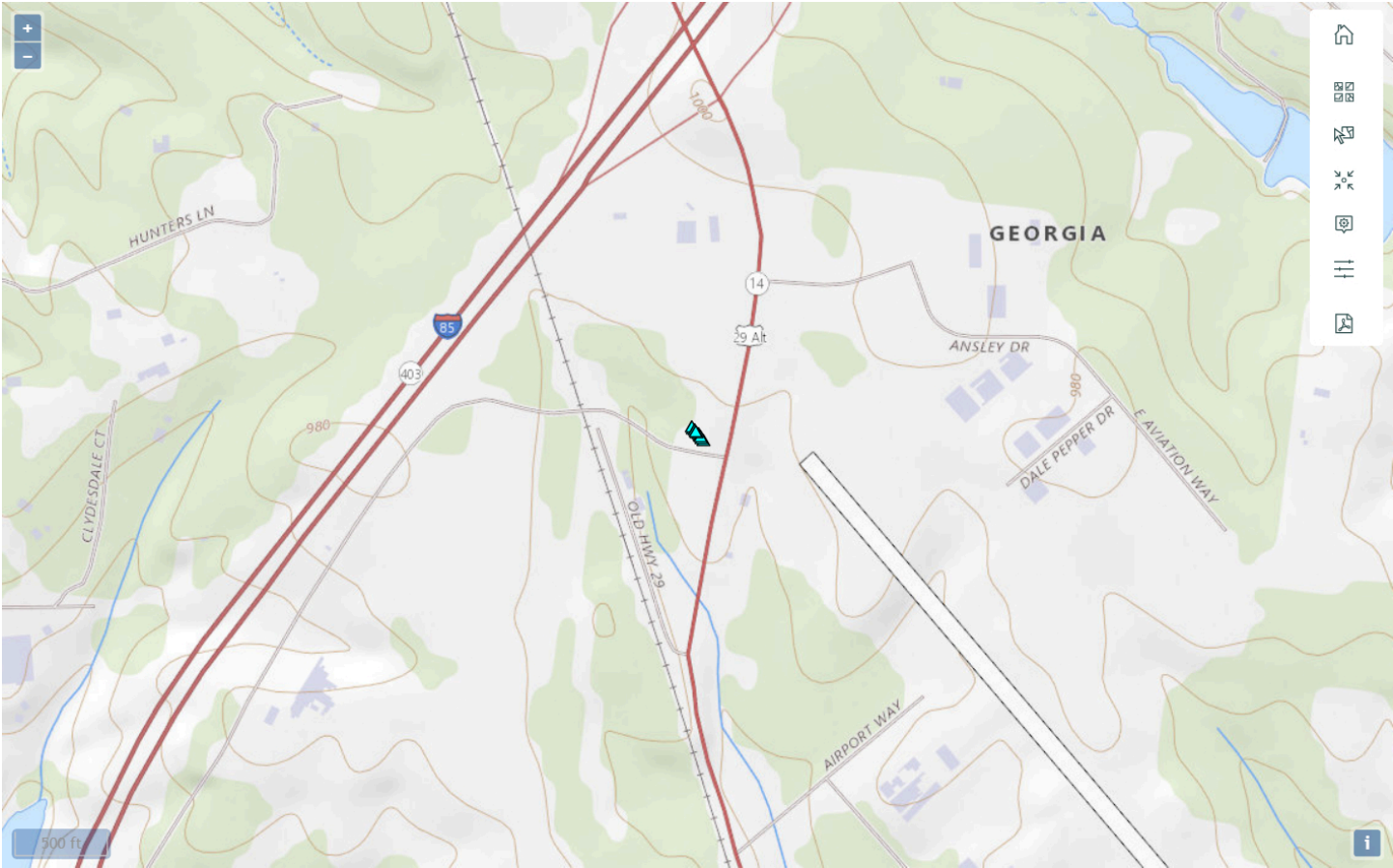
**Signature Control No: 553865636-559664156**

( DNE )

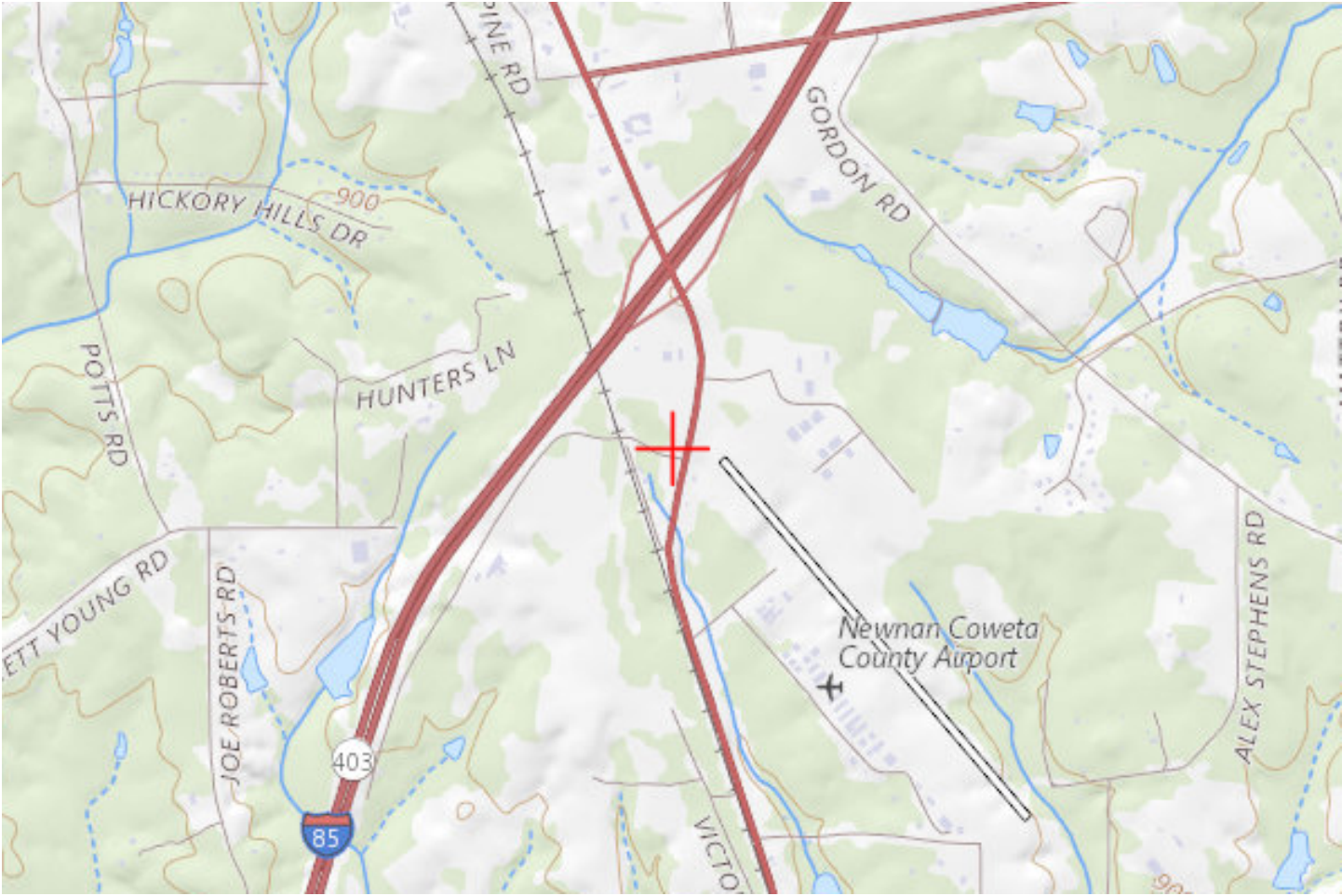
Ken Patterson  
Specialist

Attachment(s)  
Map(s)

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

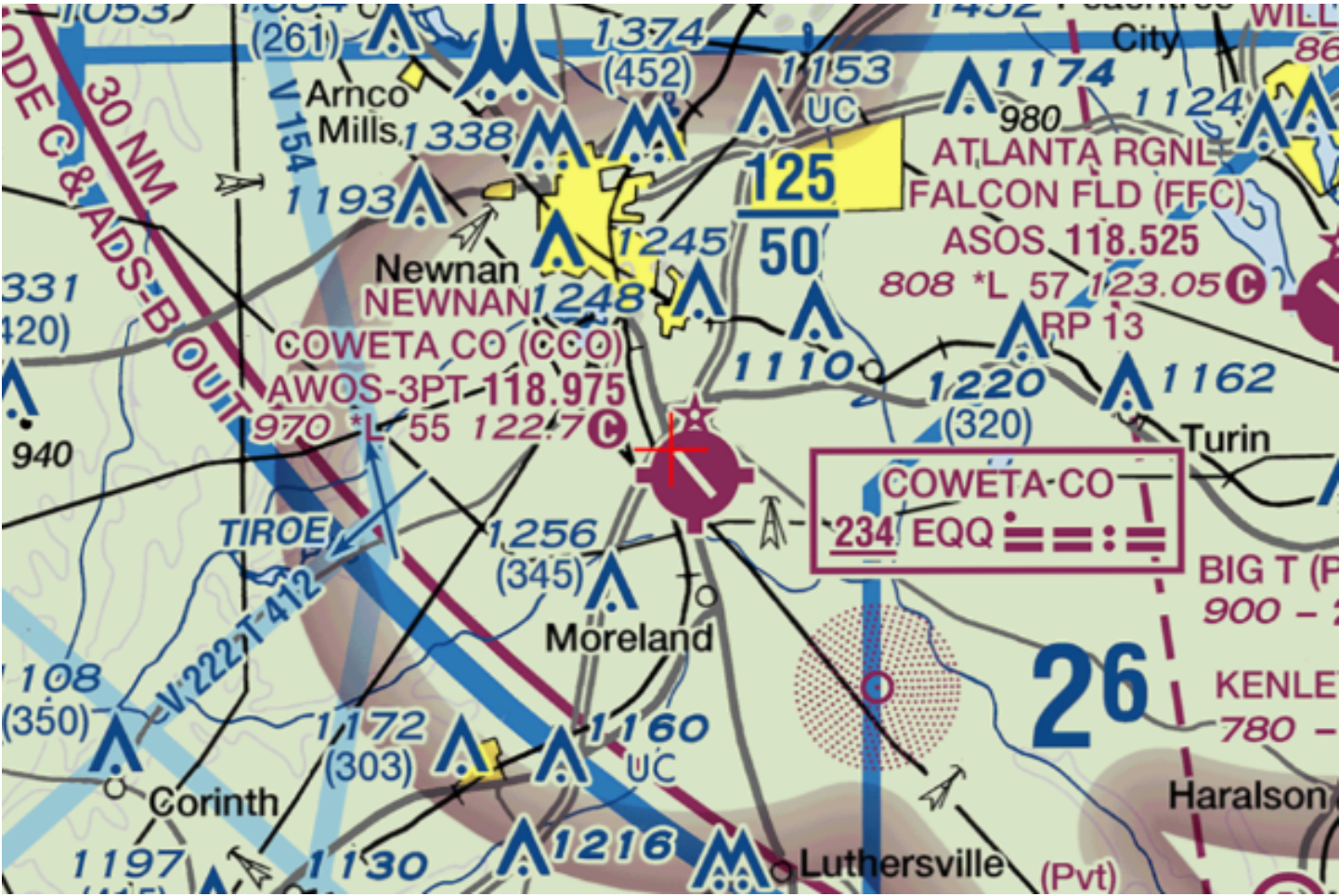


Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)



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Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36147-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter O in Sign  
 Location: East Newnan, GA  
 Latitude: 33-19-03.78N NAD 83  
 Longitude: 84-46-39.30W  
 Heights: 954 feet site elevation (SE)  
 10 feet above ground level (AGL)  
 964 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- \_\_\_\_\_ At least 10 days prior to start of construction (7460-2, Part 1)
- X   Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 05/01/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

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6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

7.a

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

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If we can be of further assistance, please contact our office at (817) 222-5935, or [kenneth.patterson@faa.gov](mailto:kenneth.patterson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-36147-OE.

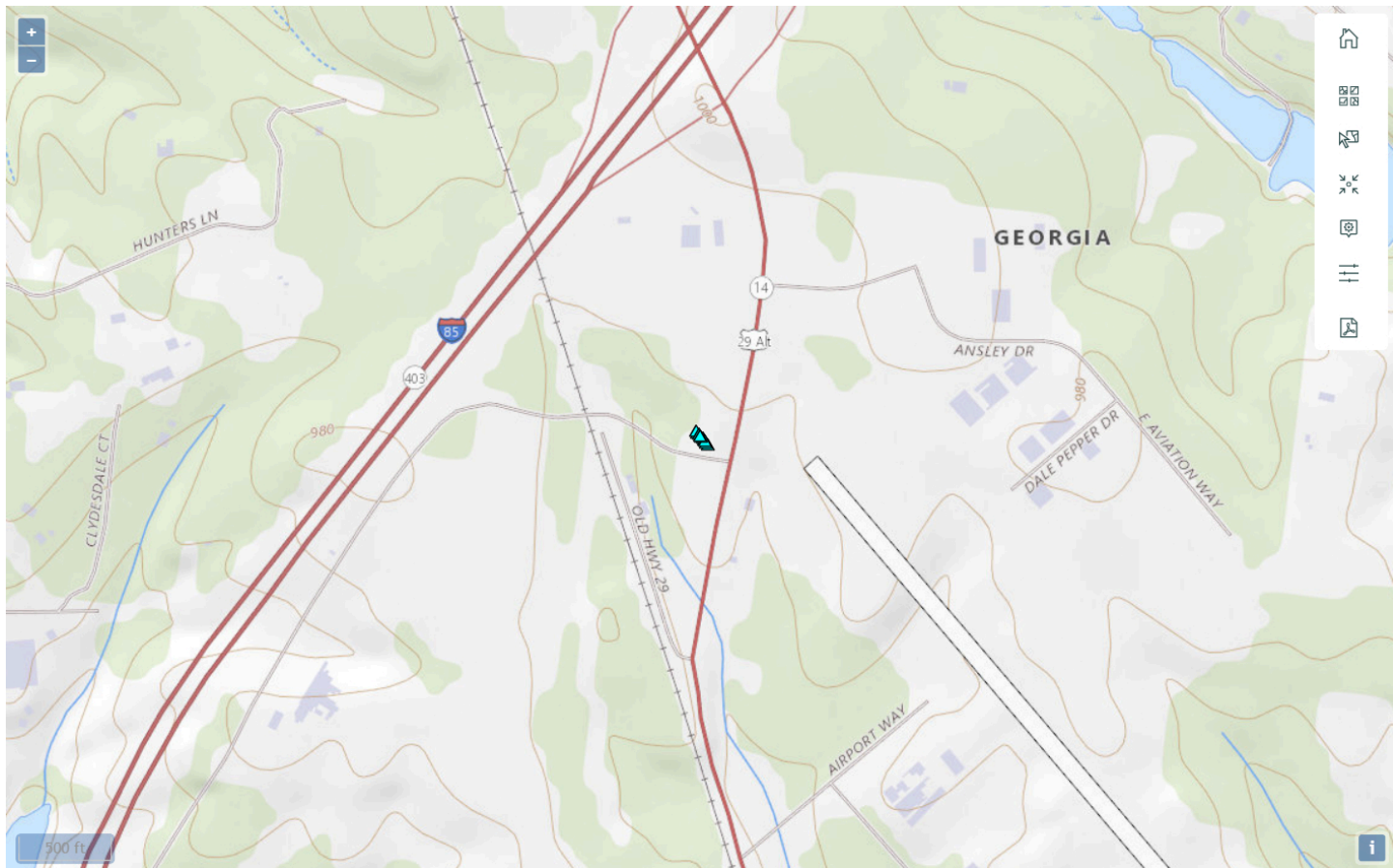
**Signature Control No: 553865637-559663558**

( DNE )

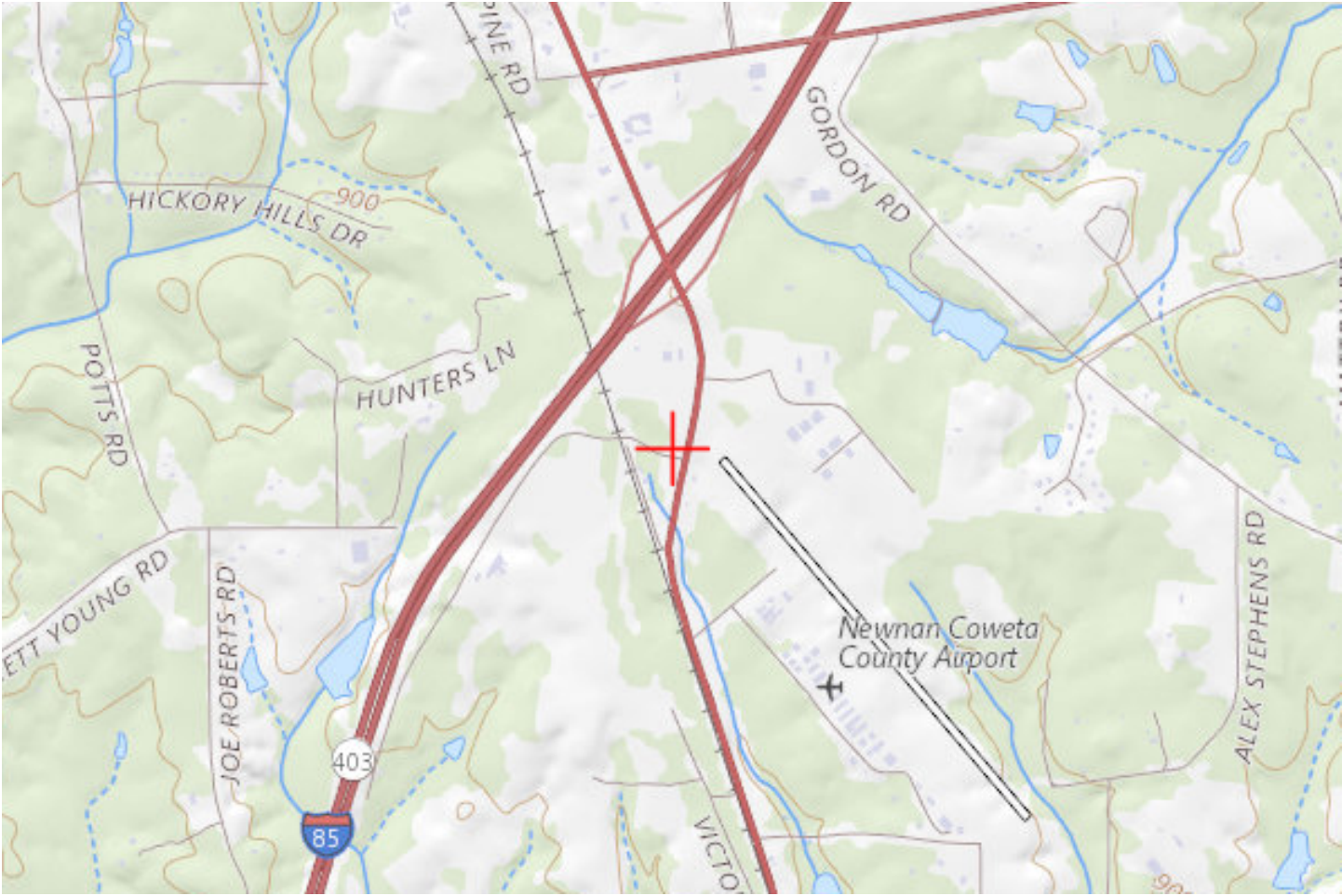
Ken Patterson  
Specialist

Attachment(s)  
Map(s)

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

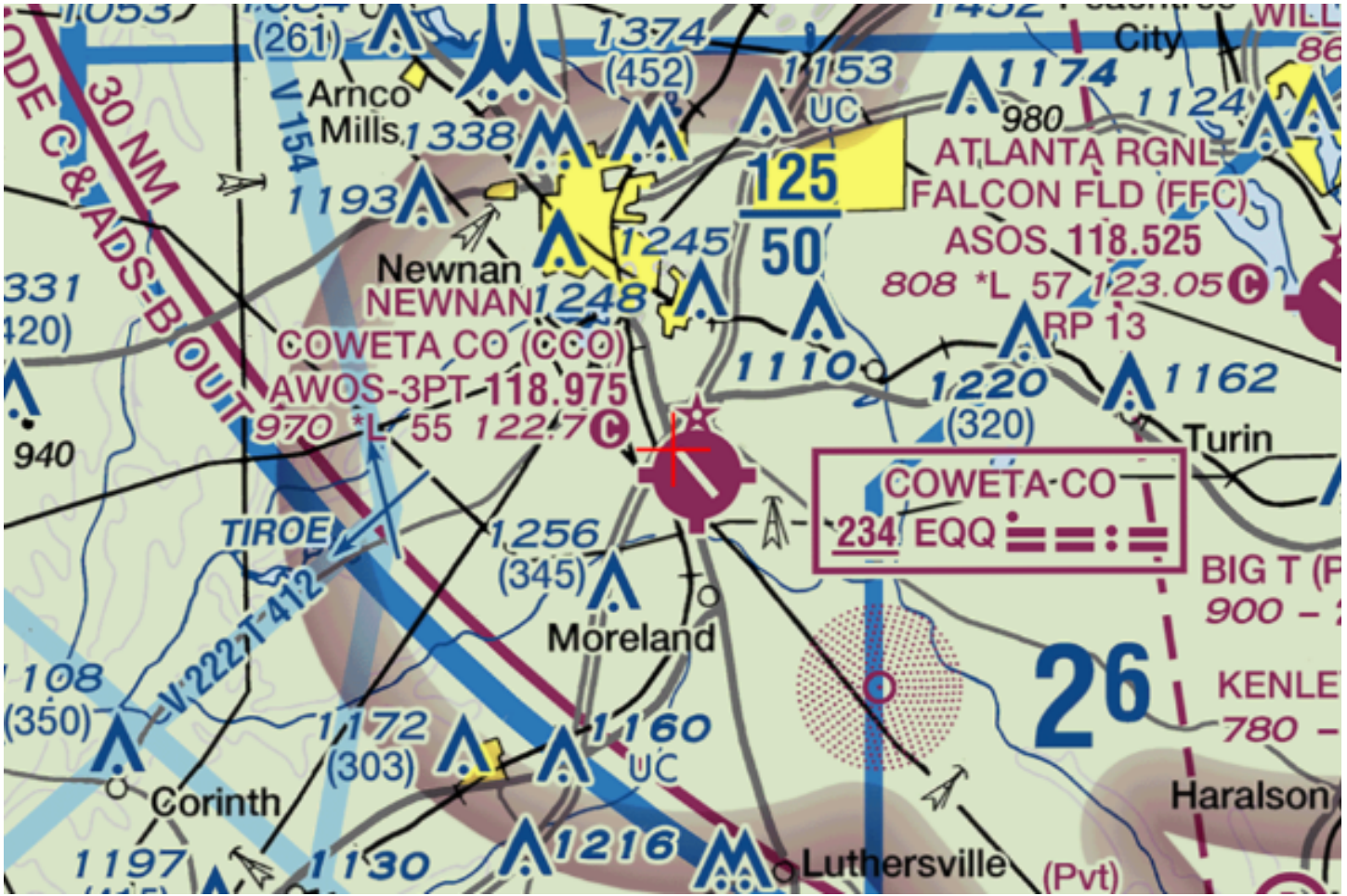


Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)



Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)





Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)



Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36148-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter R (2) in Sign  
 Location: East Newnan, GA  
 Latitude: 33-19-03.86N NAD 83  
 Longitude: 84-46-39.38W  
 Heights: 954 feet site elevation (SE)  
 10 feet above ground level (AGL)  
 964 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- \_\_\_\_\_ At least 10 days prior to start of construction (7460-2, Part 1)
- X   Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 05/01/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

7.a

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

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This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (817) 222-5935, or [kenneth.patterson@faa.gov](mailto:kenneth.patterson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-36148-OE.

**Signature Control No: 553865638-559663561**

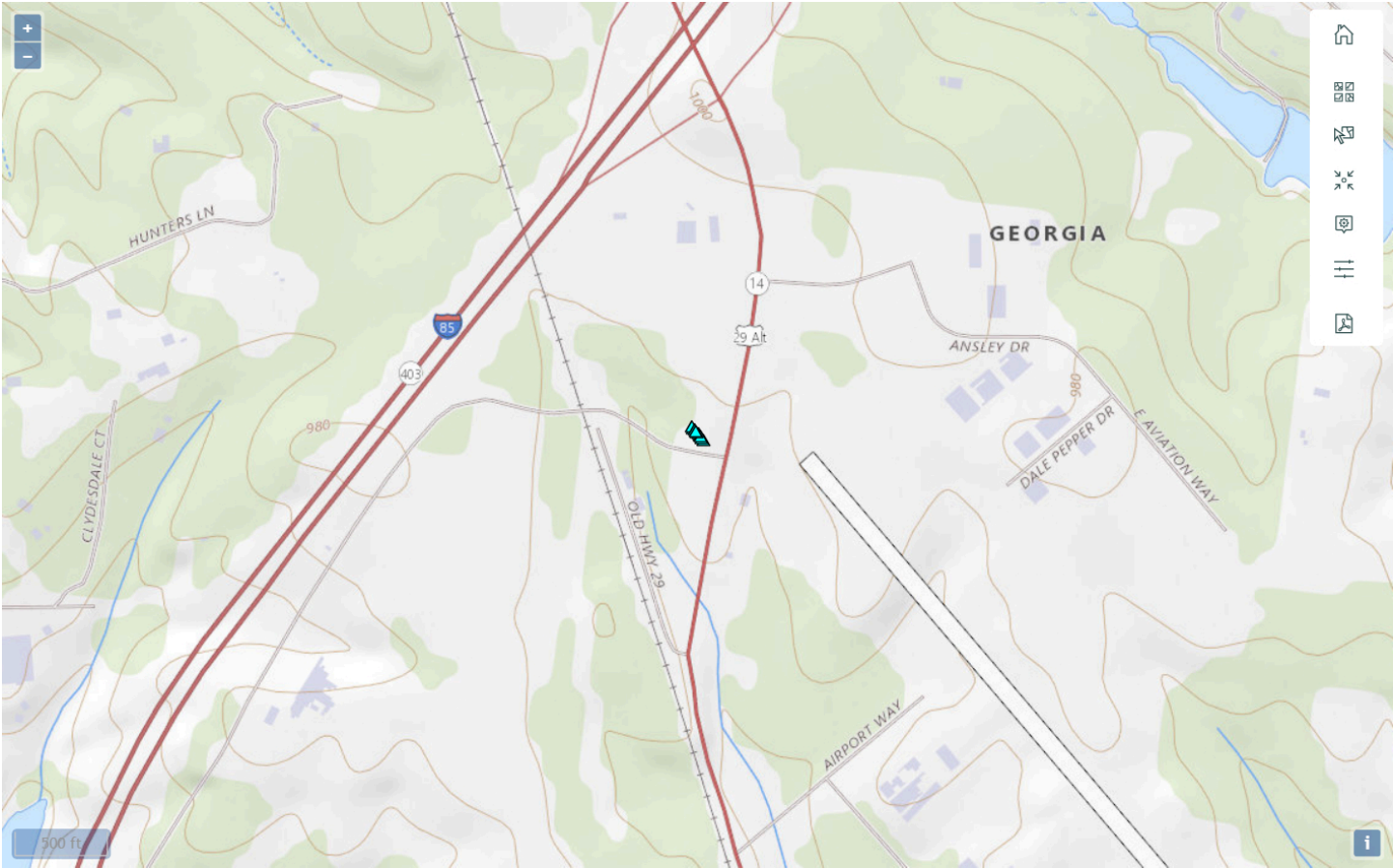
( DNE )

Ken Patterson  
Specialist

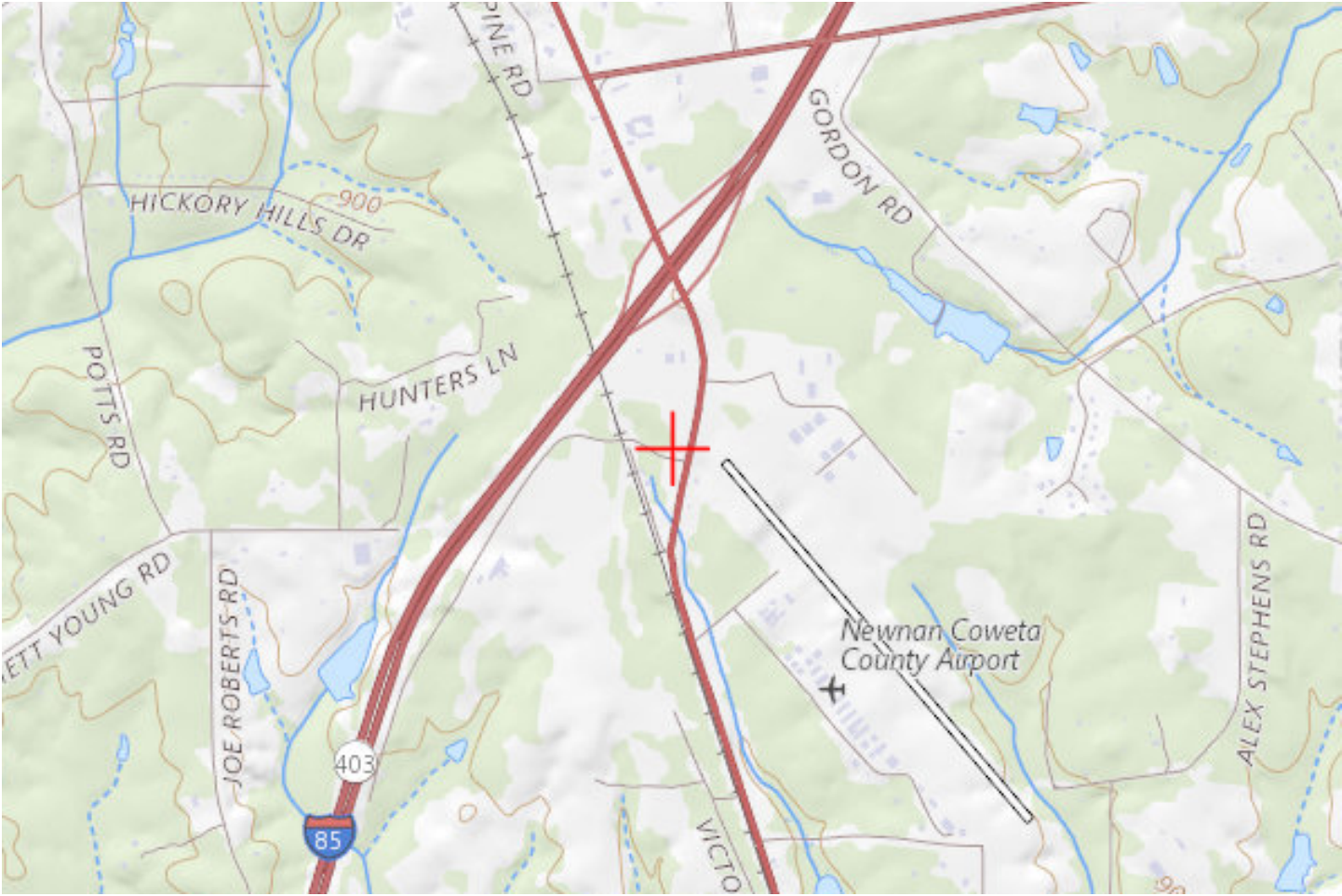
Attachment(s)  
Map(s)

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Mail Processing Center  
 Federal Aviation Administration  
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 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36149-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter T in Sign  
 Location: East Newnan, GA  
 Latitude: 33-19-03.95N NAD 83  
 Longitude: 84-46-39.49W  
 Heights: 954 feet site elevation (SE)  
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- X   Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

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This determination expires on 05/01/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
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Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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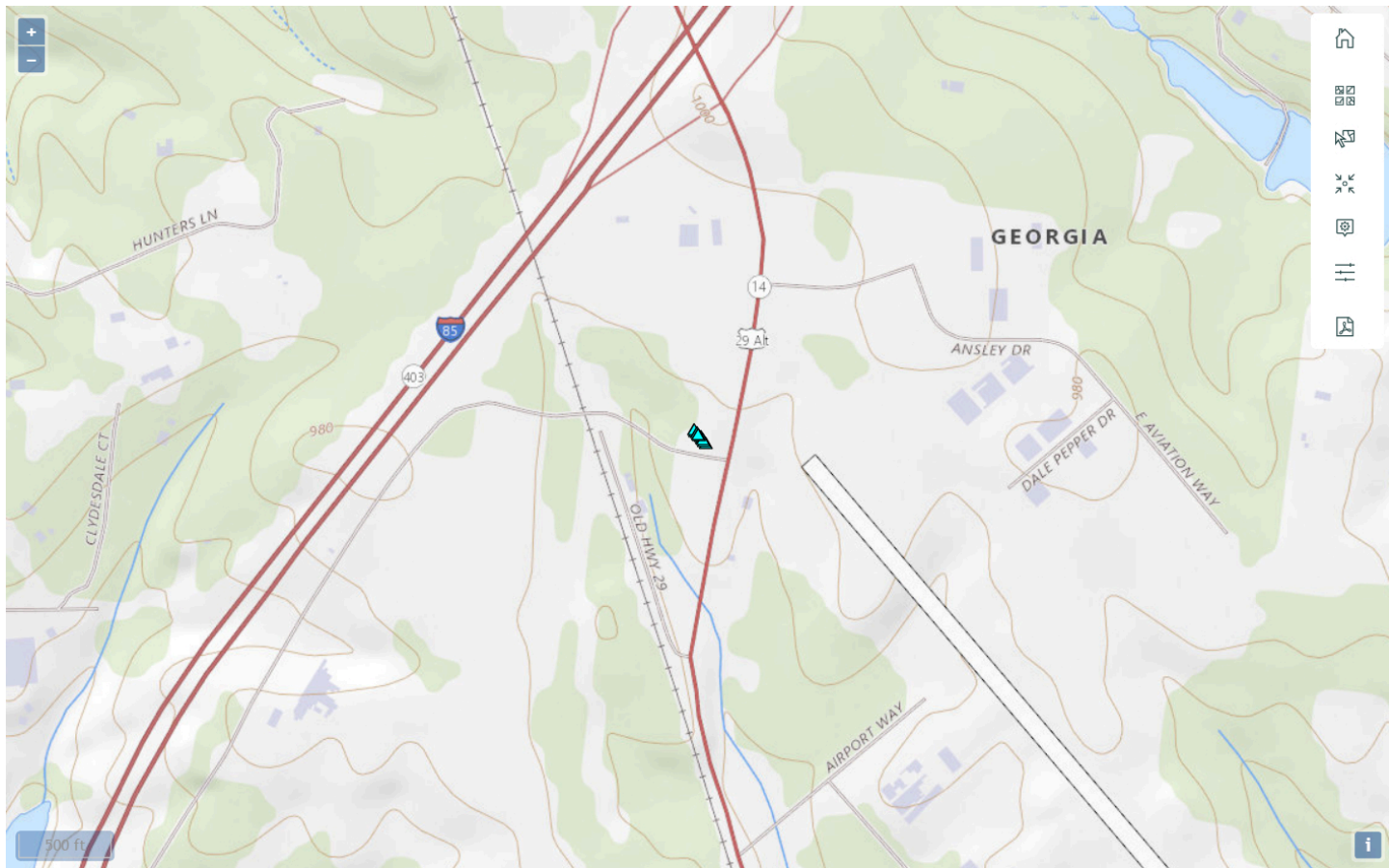
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( DNE )

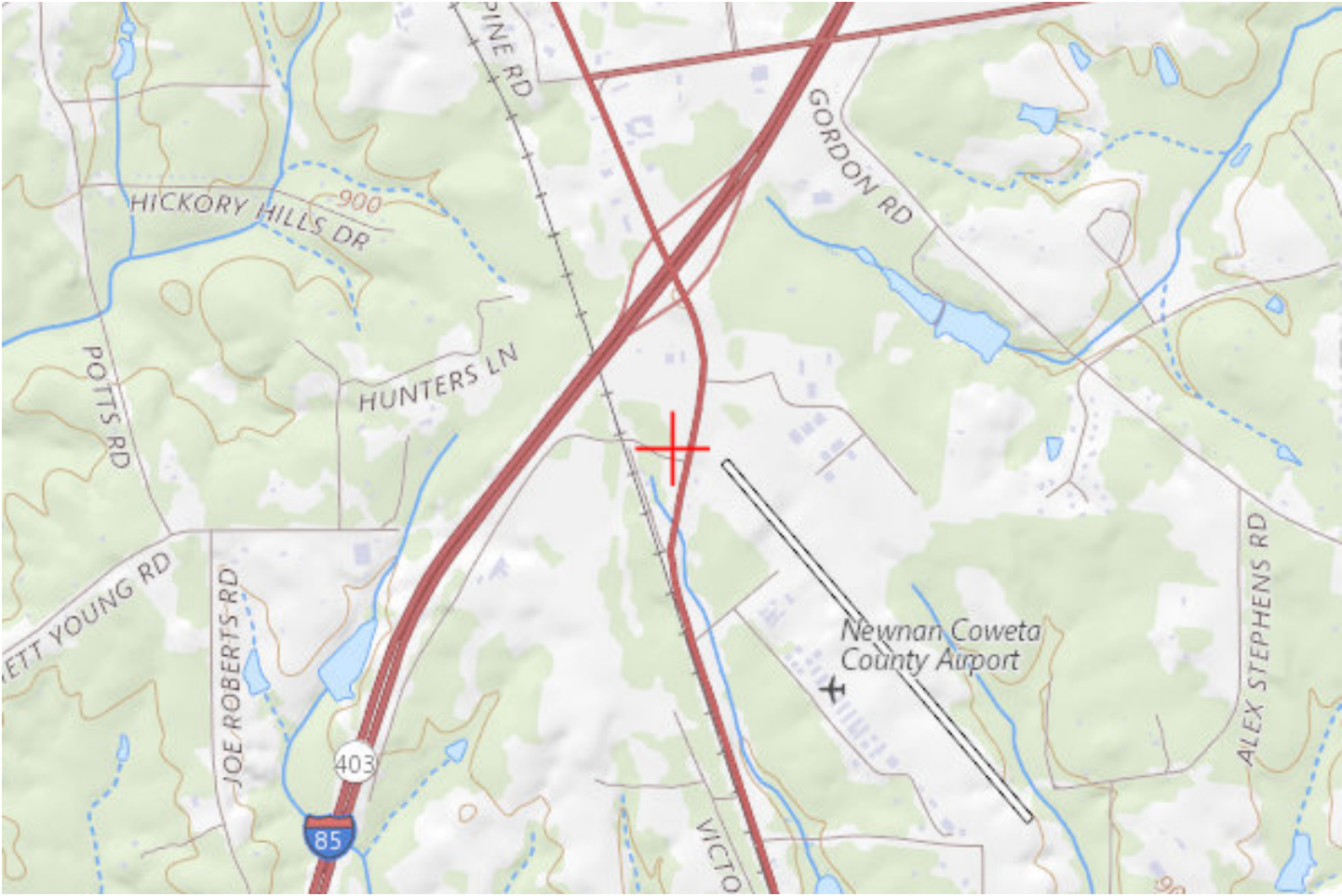
Ken Patterson  
Specialist

Attachment(s)  
Map(s)

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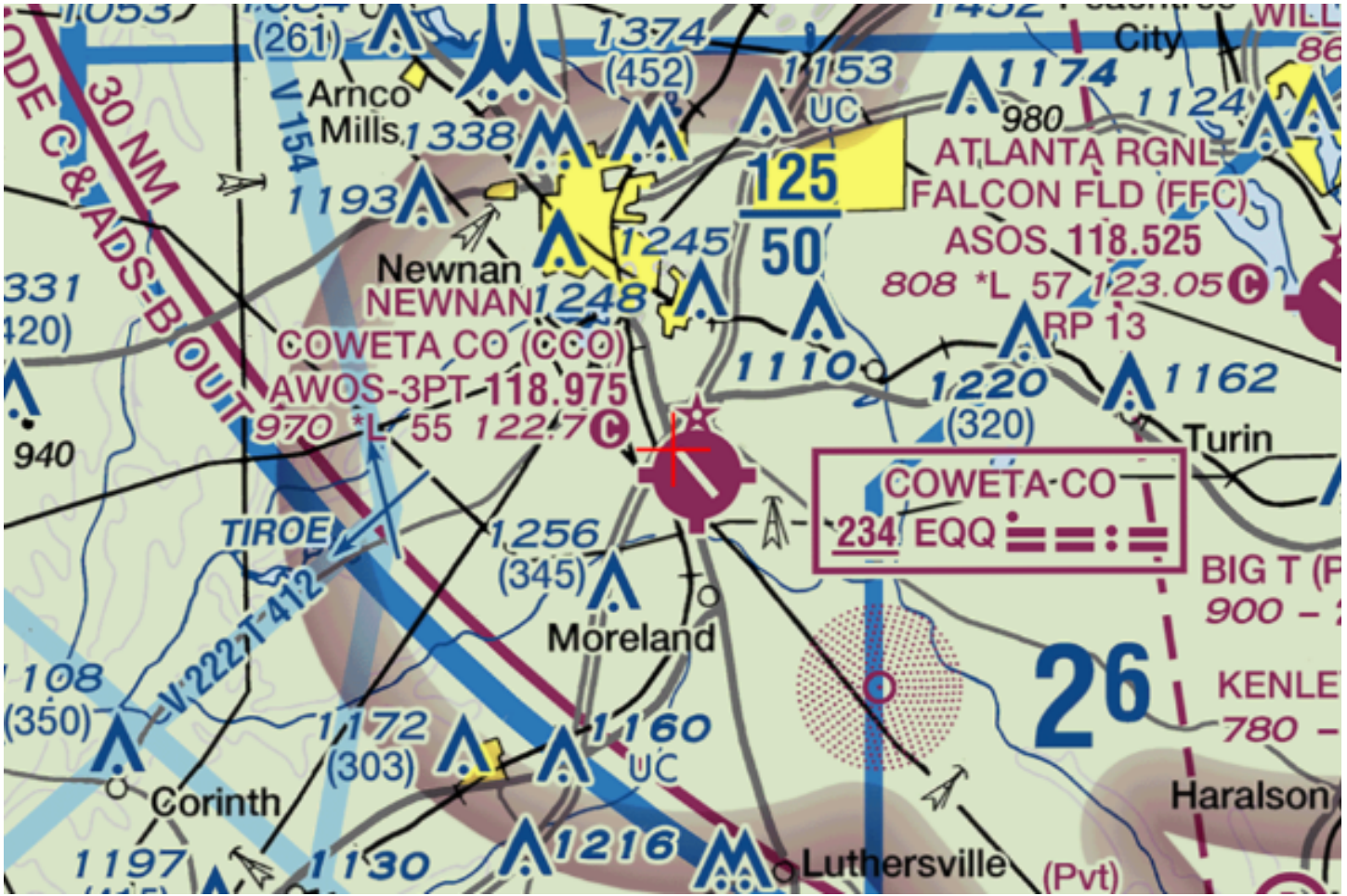


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 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36150-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter B in Sign  
 Location: East Newnan, GA  
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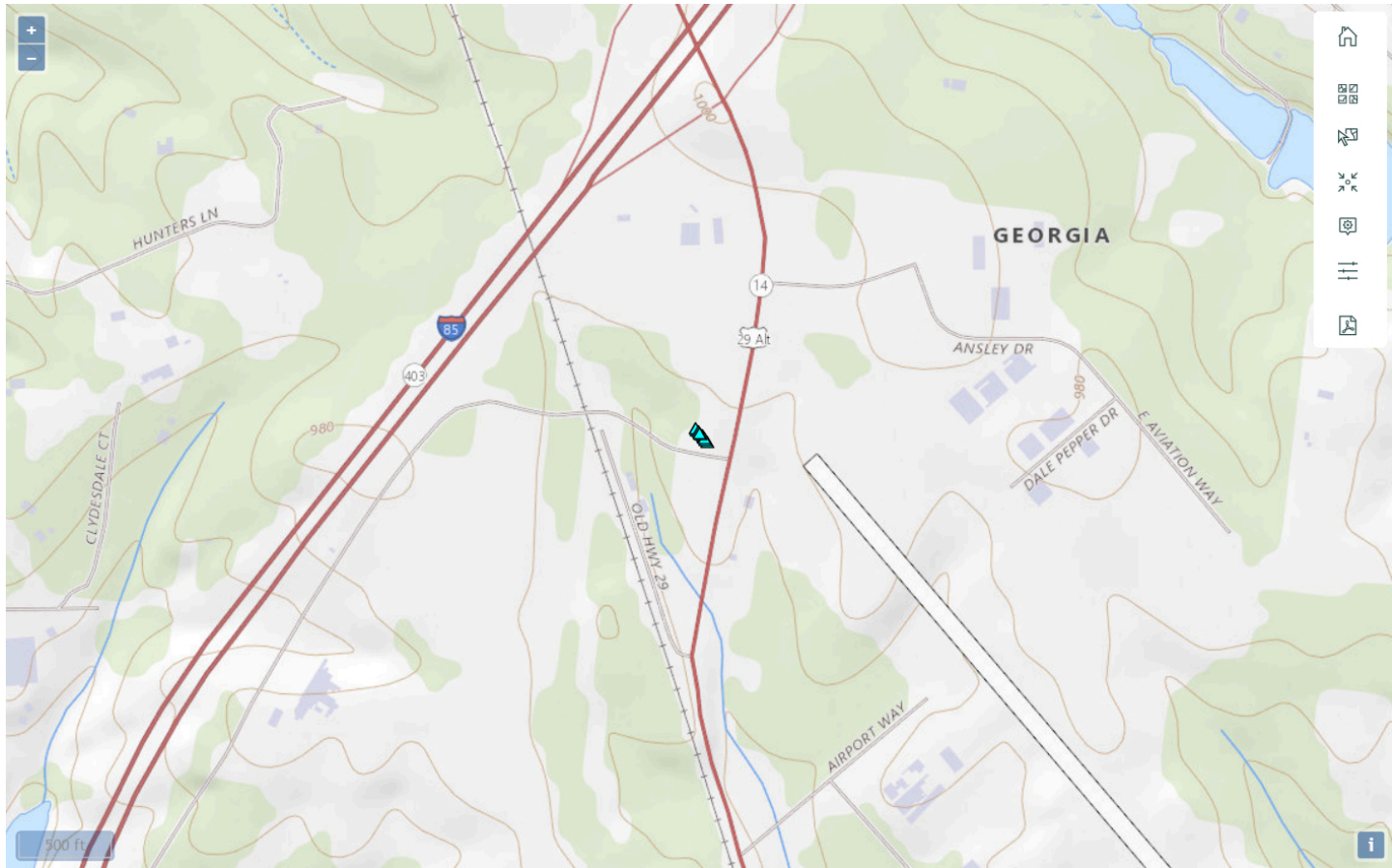
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( DNE )

Ken Patterson  
Specialist

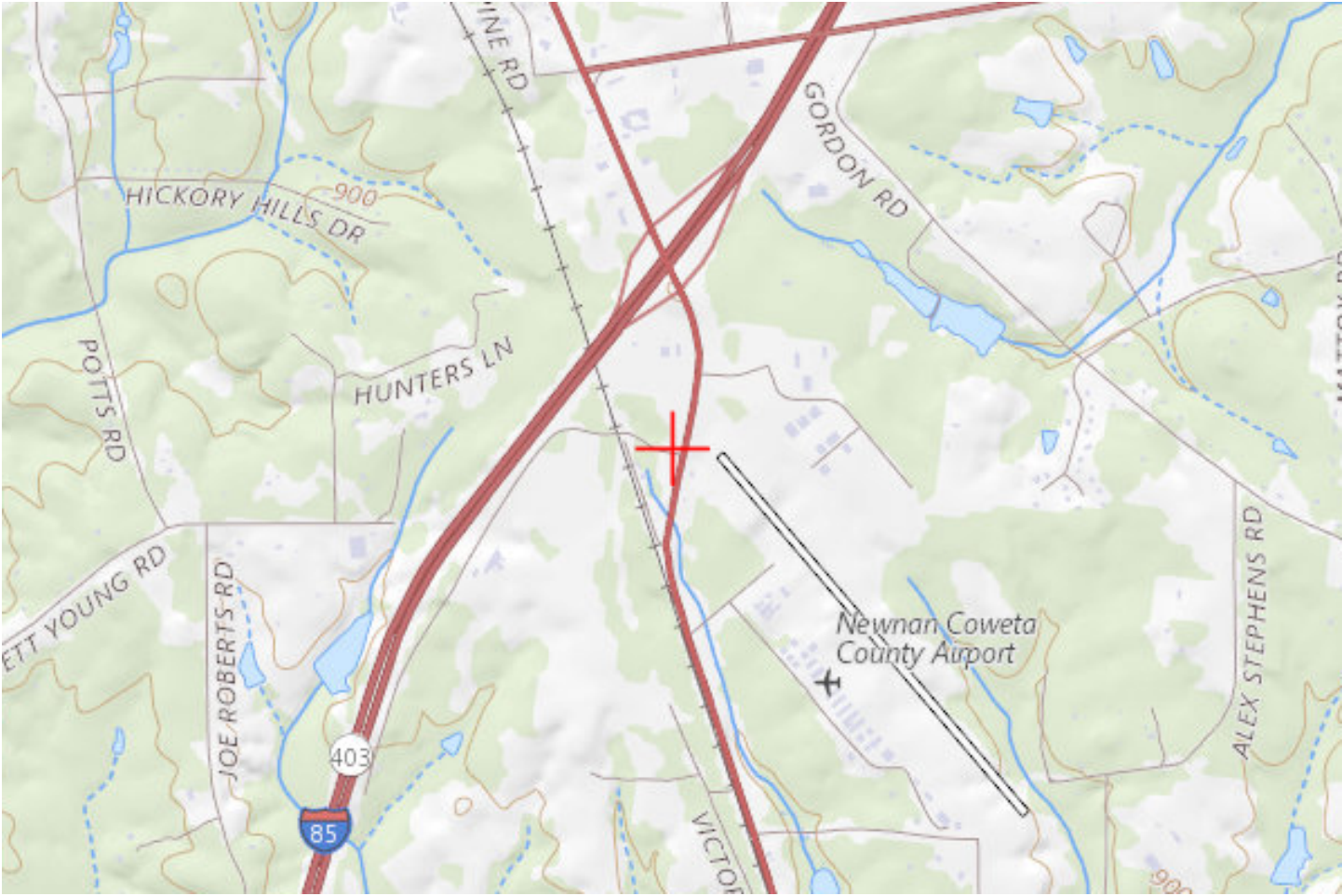
Attachment(s)  
Map(s)

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

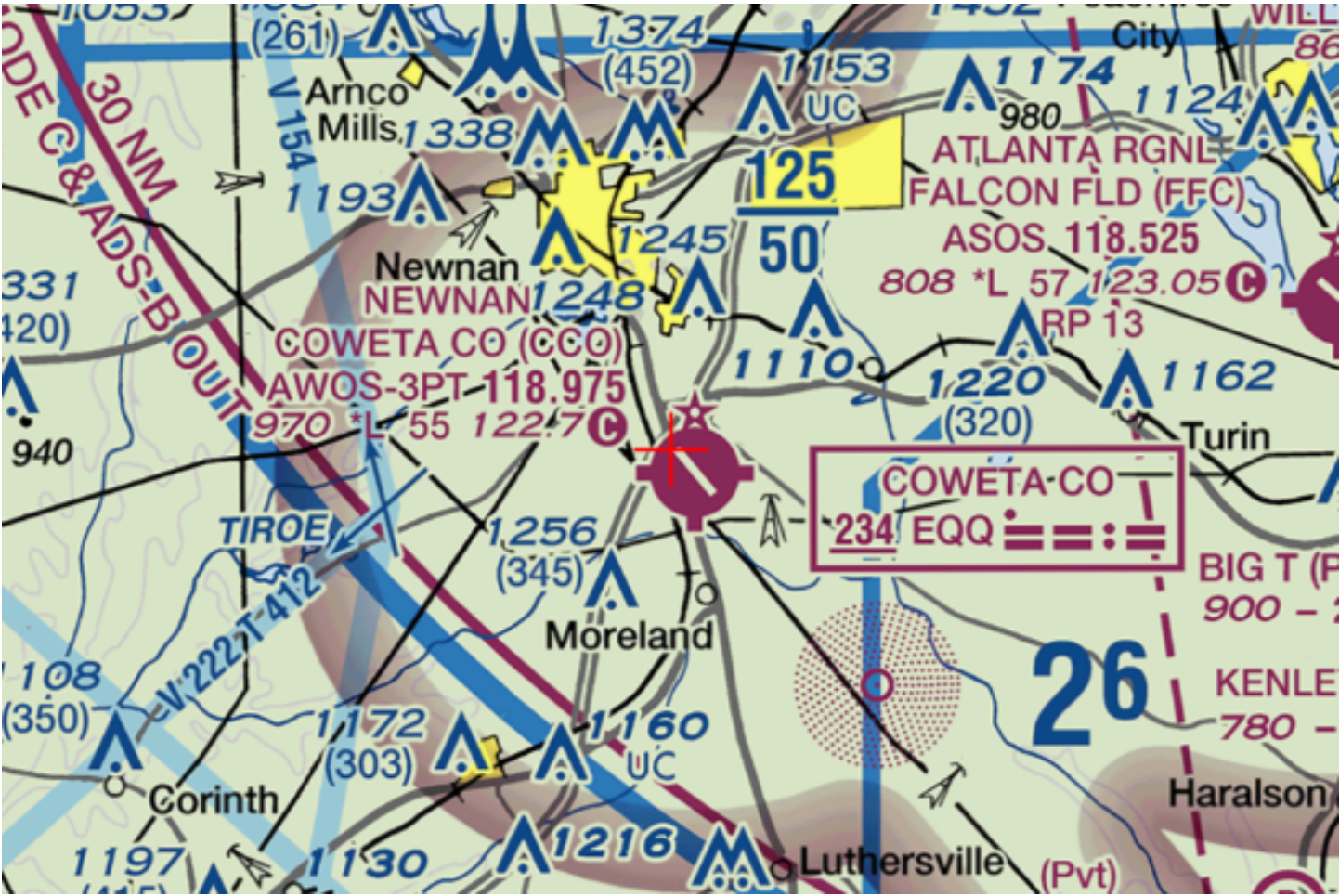


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Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36151-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

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- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

7.a

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

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If we can be of further assistance, please contact our office at (817) 222-5935, or [kenneth.patterson@faa.gov](mailto:kenneth.patterson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-36151-OE.

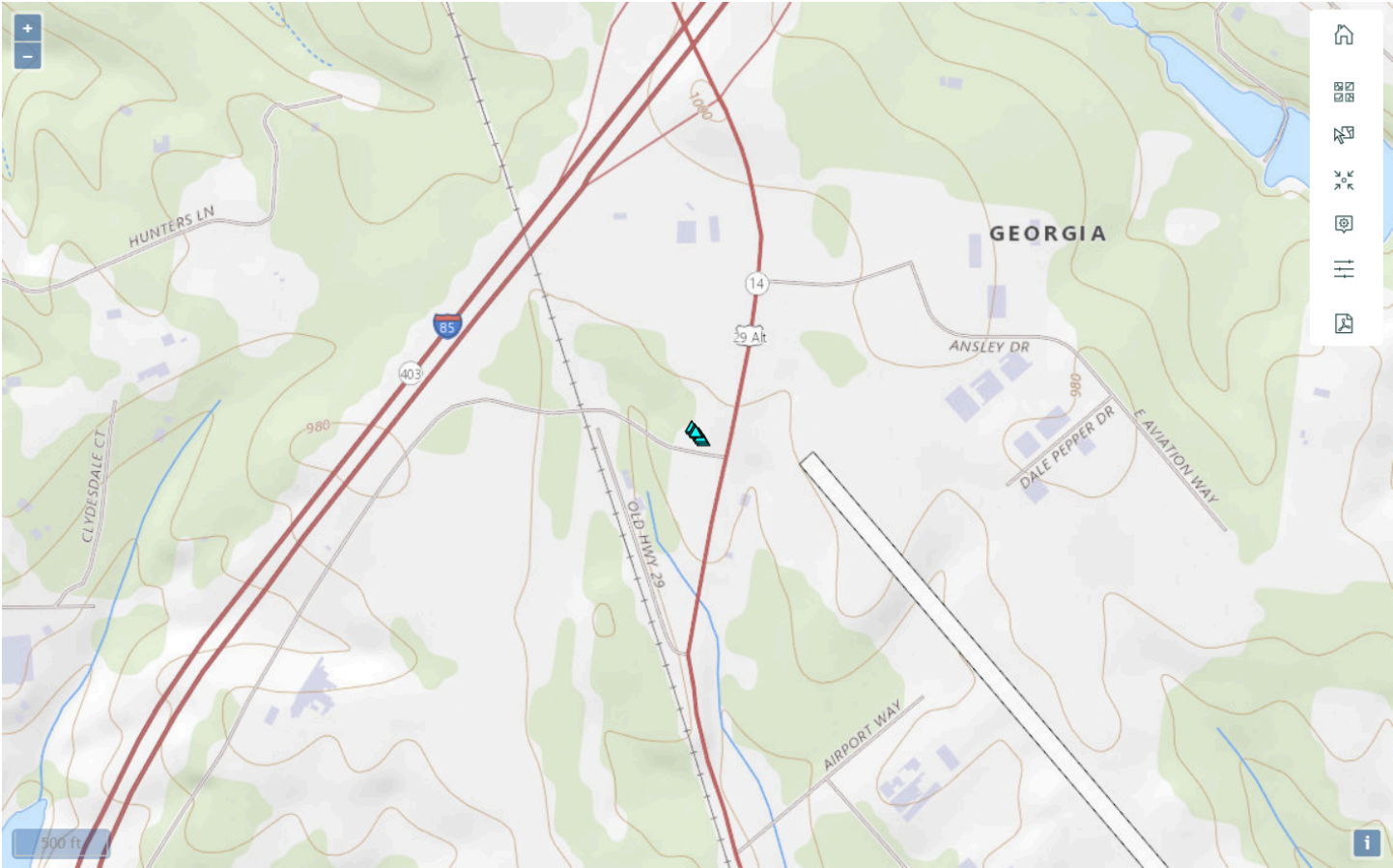
**Signature Control No: 553865911-559663565**

( DNE )

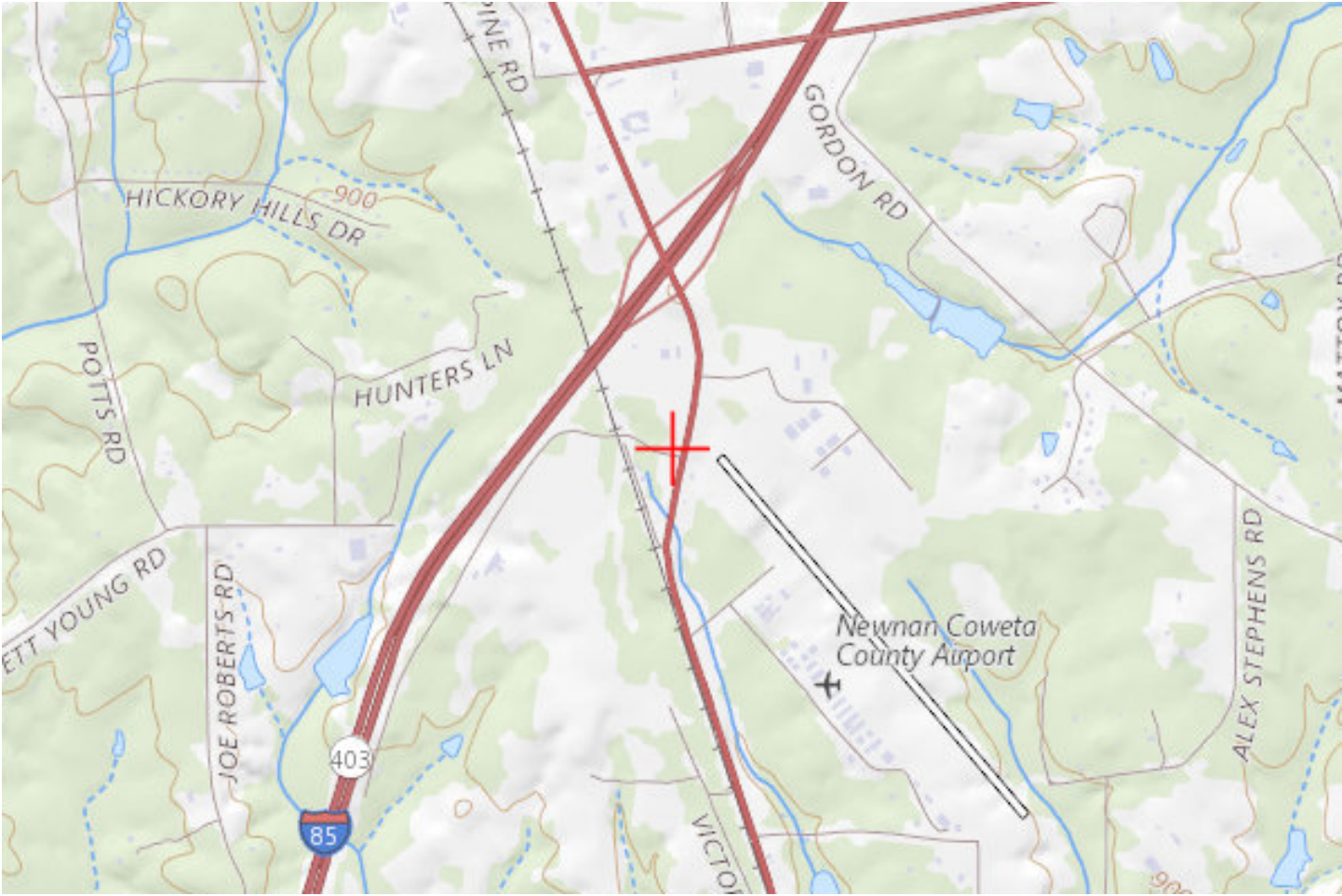
Ken Patterson  
Specialist

Attachment(s)  
Map(s)

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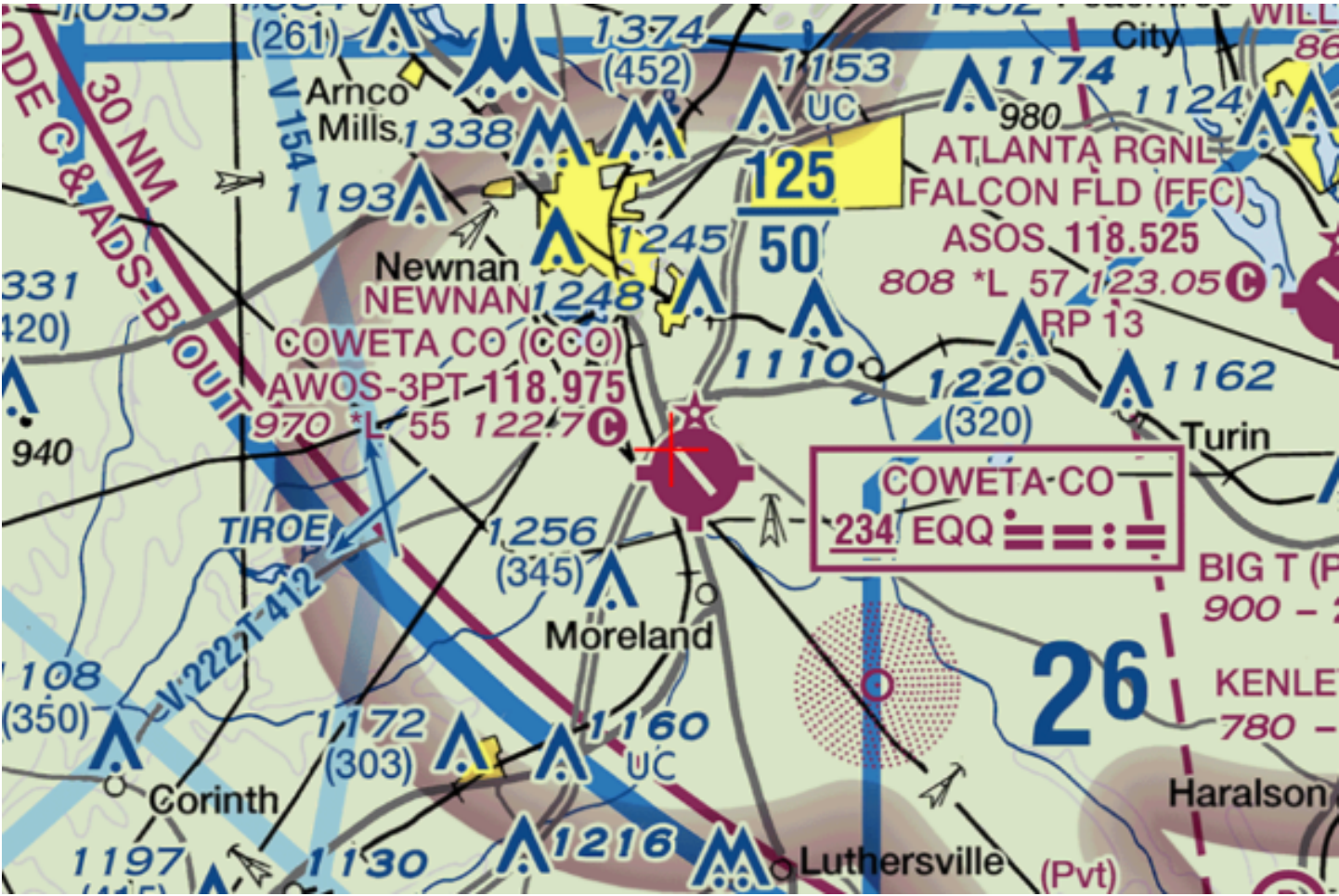


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Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)





Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36152-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter I in Sign  
 Location: East Newnan, GA  
 Latitude: 33-19-03.41N NAD 83  
 Longitude: 84-46-38.90W  
 Heights: 954 feet site elevation (SE)  
 10 feet above ground level (AGL)  
 964 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- \_\_\_\_\_ At least 10 days prior to start of construction (7460-2, Part 1)
- X  Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 05/01/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

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6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

7.a

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If we can be of further assistance, please contact our office at (817) 222-5935, or [kenneth.patterson@faa.gov](mailto:kenneth.patterson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-36152-OE.

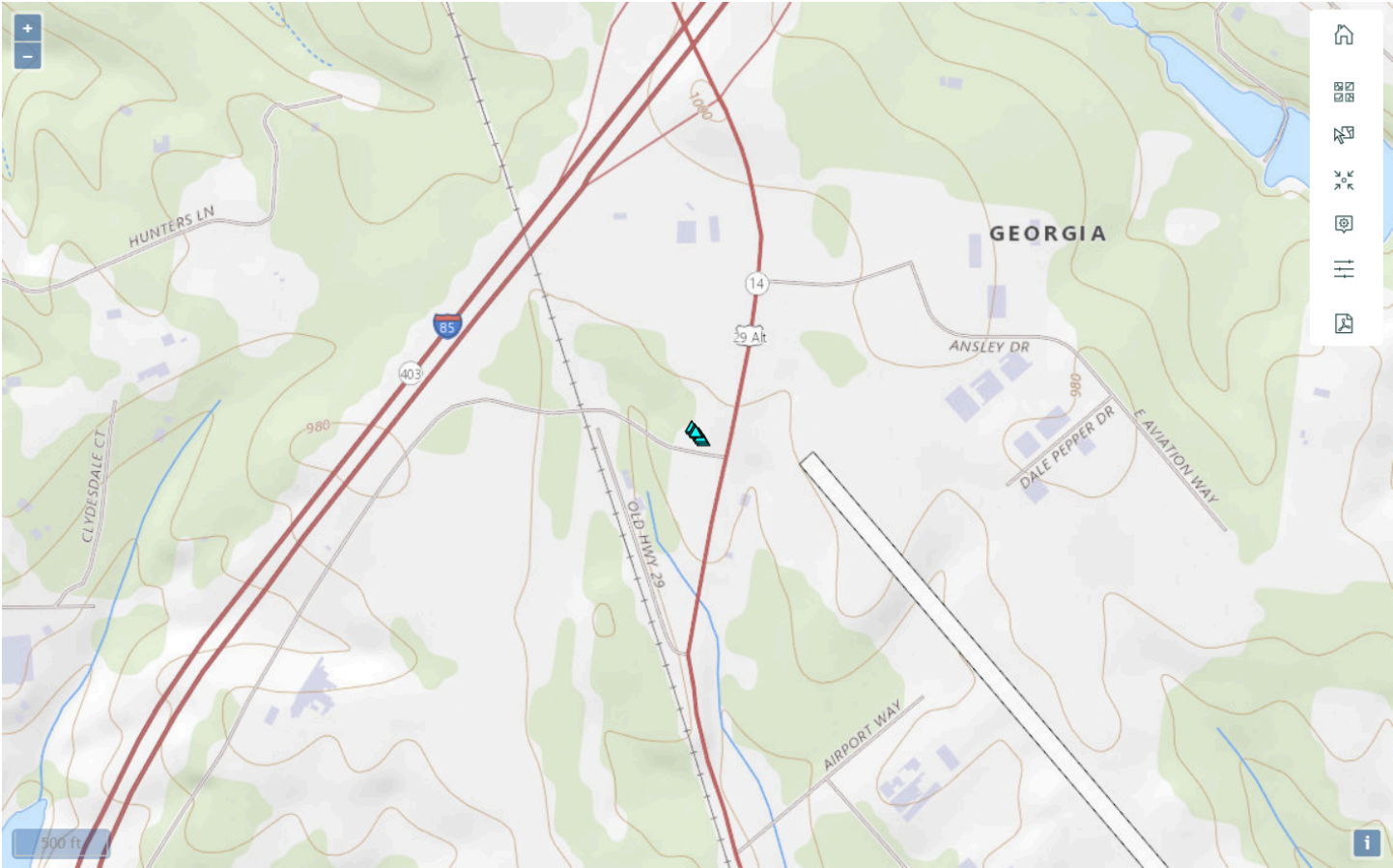
**Signature Control No: 553865969-559663567**

( DNE )

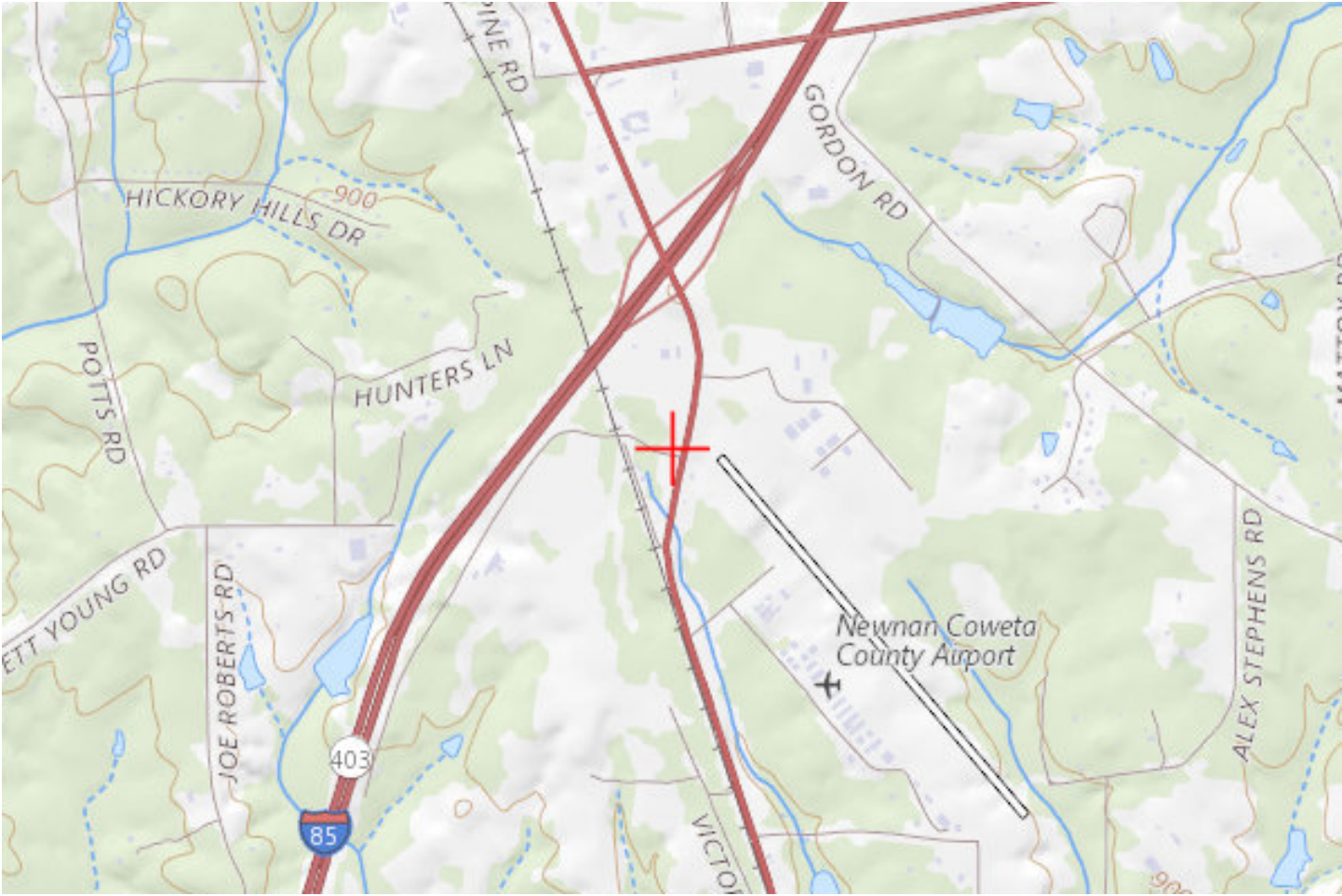
Ken Patterson  
Specialist

Attachment(s)  
Map(s)

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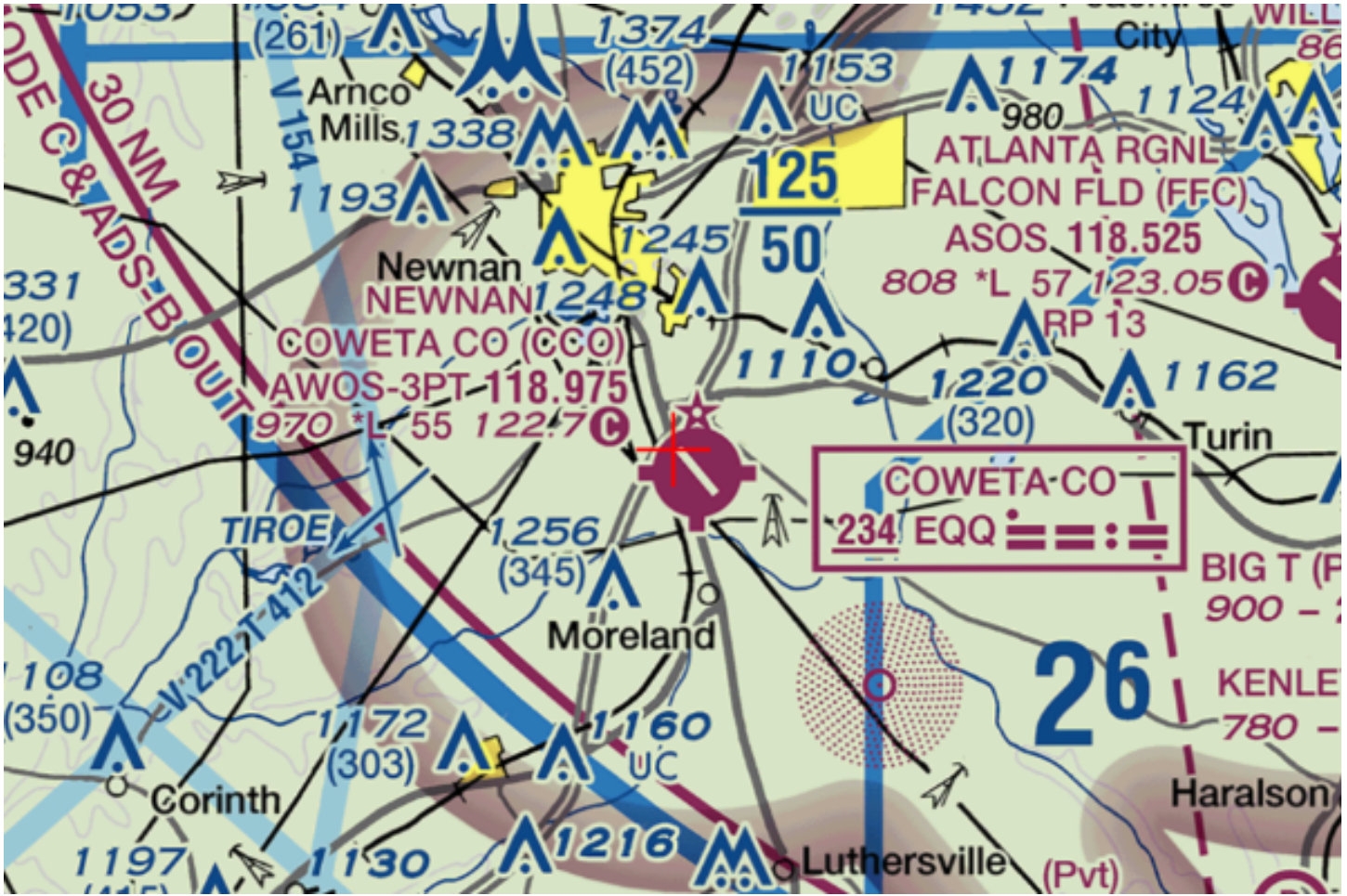


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Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36153-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter D in Sign  
 Location: East Newnan, GA  
 Latitude: 33-19-03.49N NAD 83  
 Longitude: 84-46-38.98W  
 Heights: 954 feet site elevation (SE)  
 10 feet above ground level (AGL)  
 964 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- \_\_\_\_\_ At least 10 days prior to start of construction (7460-2, Part 1)
- X   Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 05/01/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

7.a

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If we can be of further assistance, please contact our office at (817) 222-5935, or [kenneth.patterson@faa.gov](mailto:kenneth.patterson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-36153-OE.

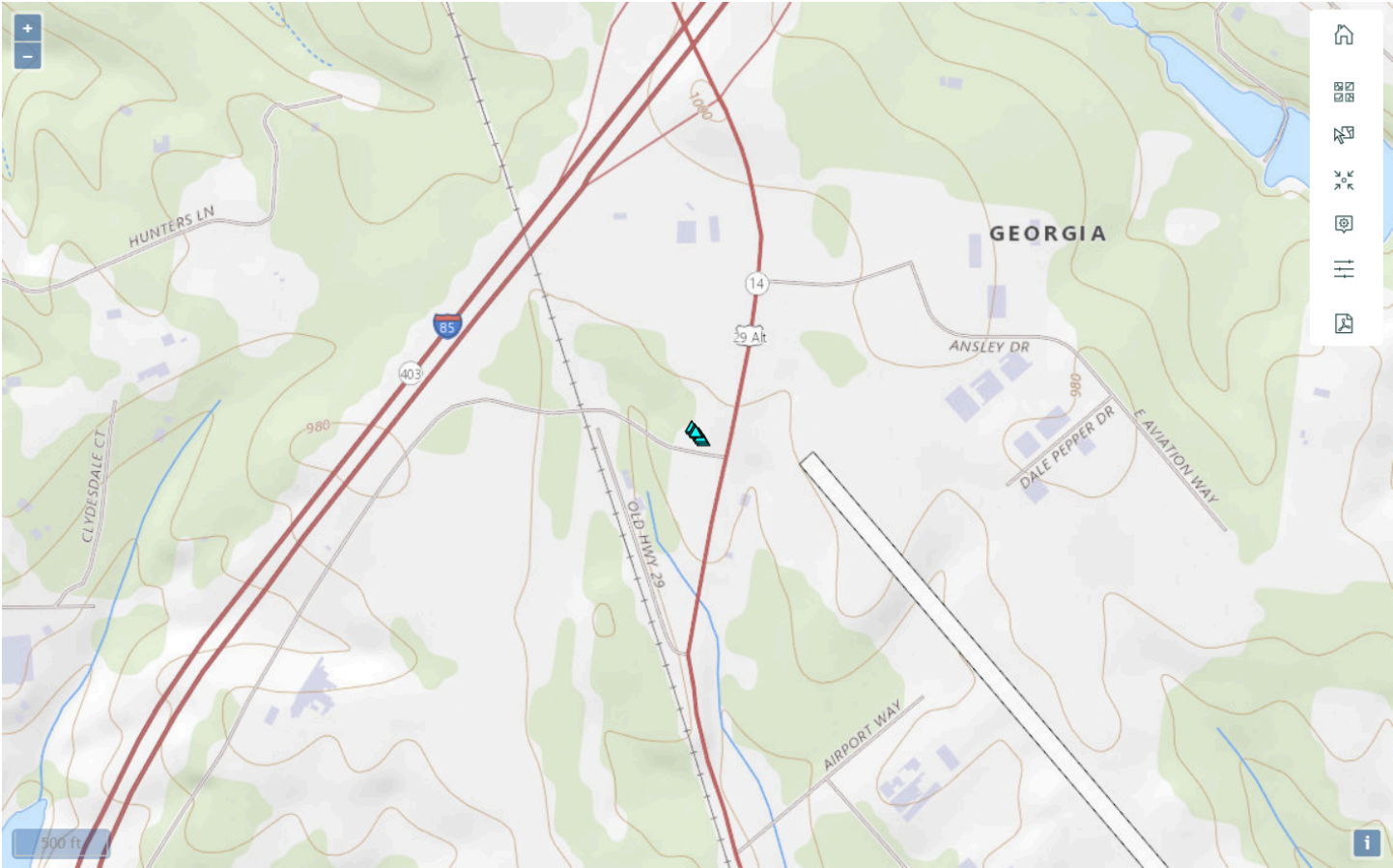
**Signature Control No: 553866162-559663566**

( DNE )

Ken Patterson  
Specialist

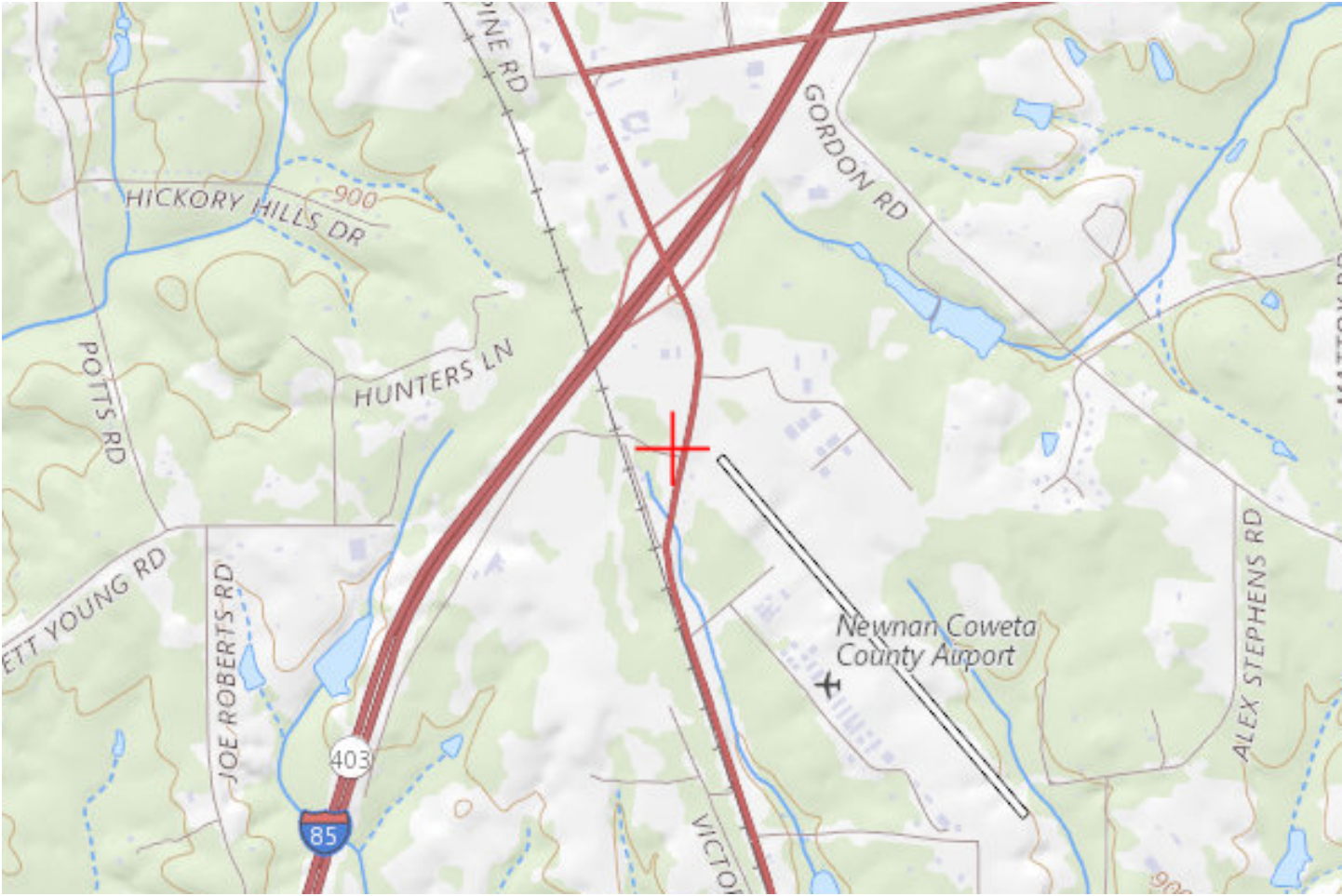
Attachment(s)  
Map(s)

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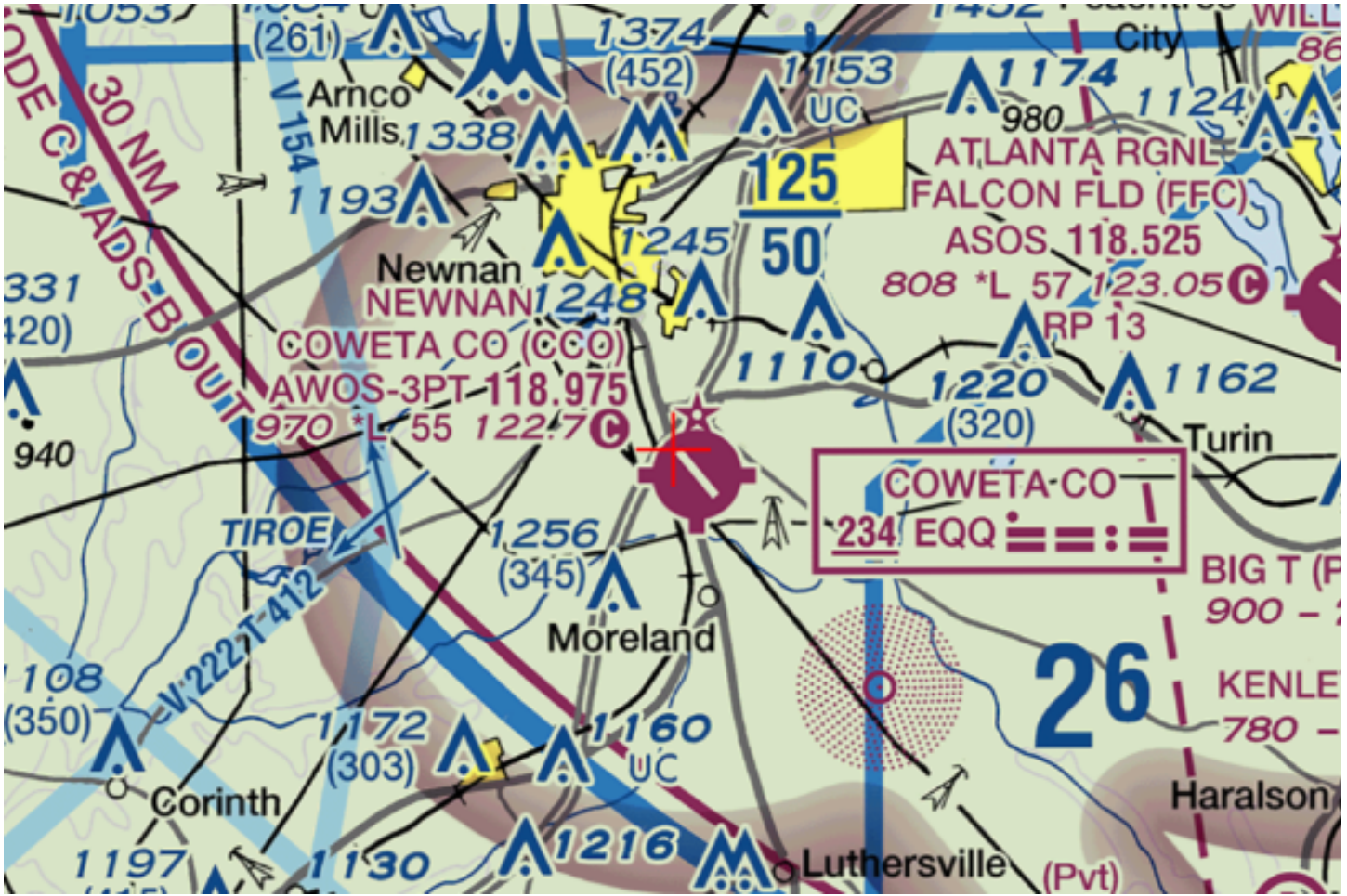


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Attachment: BridgeportRightofEntry.011023 With Exhibits (13607 : Temporary Easement Agreement with CRG Services, LLC)



Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36154-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter G in Sign  
 Location: East Newnan, GA  
 Latitude: 33-19-03.57N NAD 83  
 Longitude: 84-46-39.06W  
 Heights: 954 feet site elevation (SE)  
 10 feet above ground level (AGL)  
 964 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

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This determination expires on 05/01/2024 unless:

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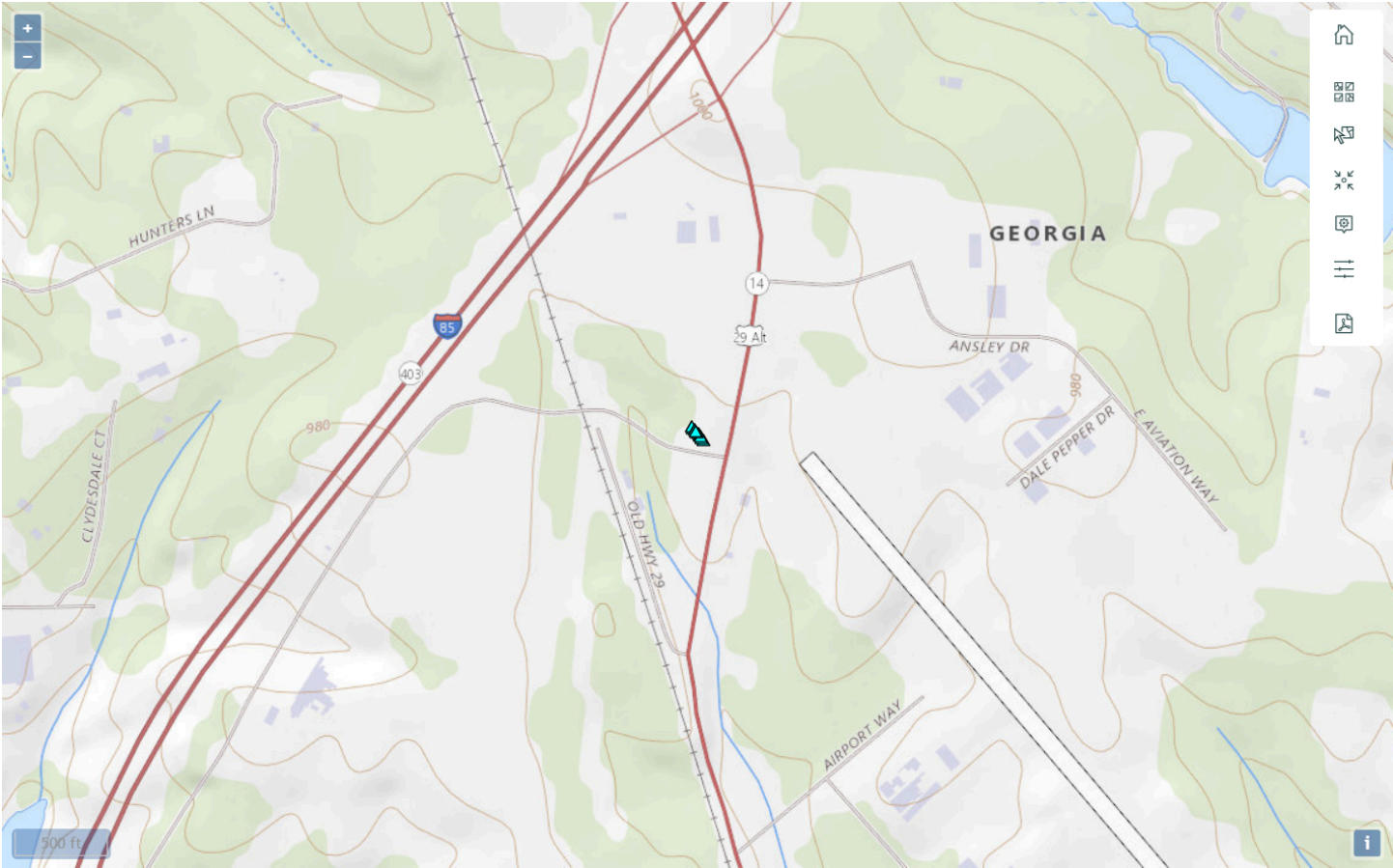
**Signature Control No: 553866252-559663559**

( DNE )

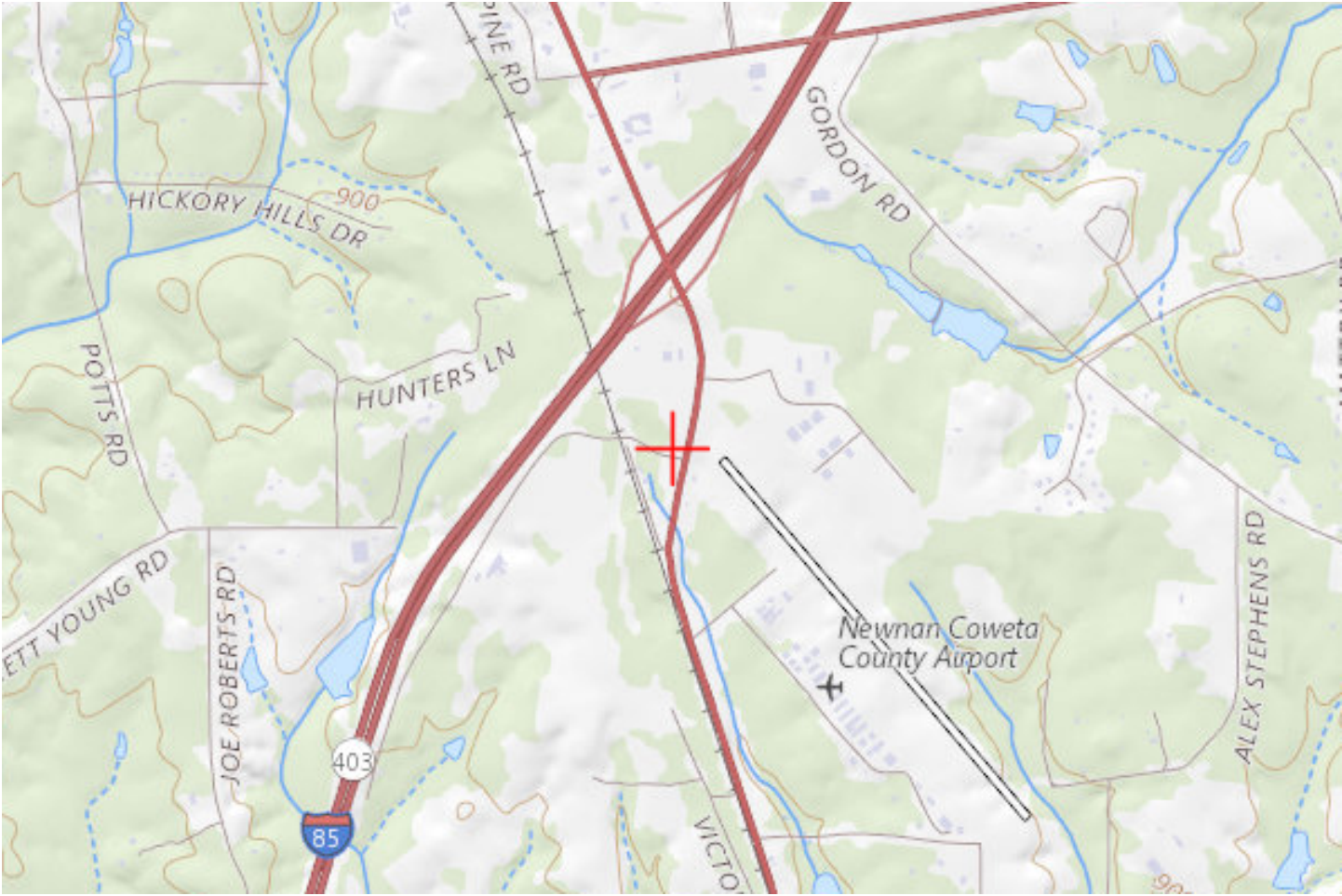
Ken Patterson  
Specialist

Attachment(s)  
Map(s)

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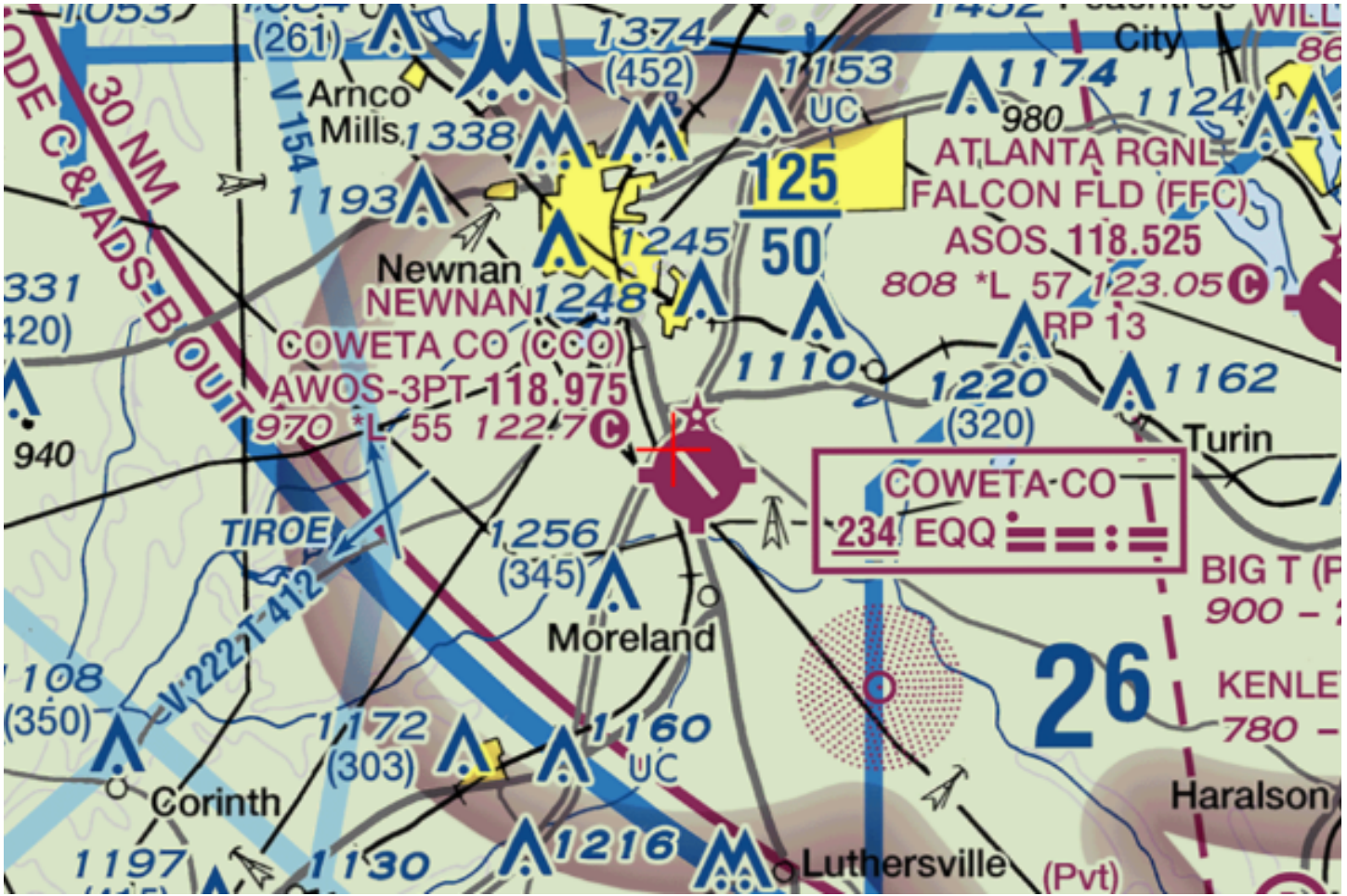


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Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No. 2022-ASO-36155-OE  
 Prior Study No. 2021-ASO-42566-OE

7.a

Issued Date: 10/31/2022

Keith Hornsby  
 CRG  
 2675 Paces Ferry Road  
 Suite 450  
 Atlanta,, GA 30339

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Sign Letter E in Sign  
 Location: East Newnan, GA  
 Latitude: 33-19-03.63N NAD 83  
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 Heights: 954 feet site elevation (SE)  
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**Signature Control No: 553866349-559663568**

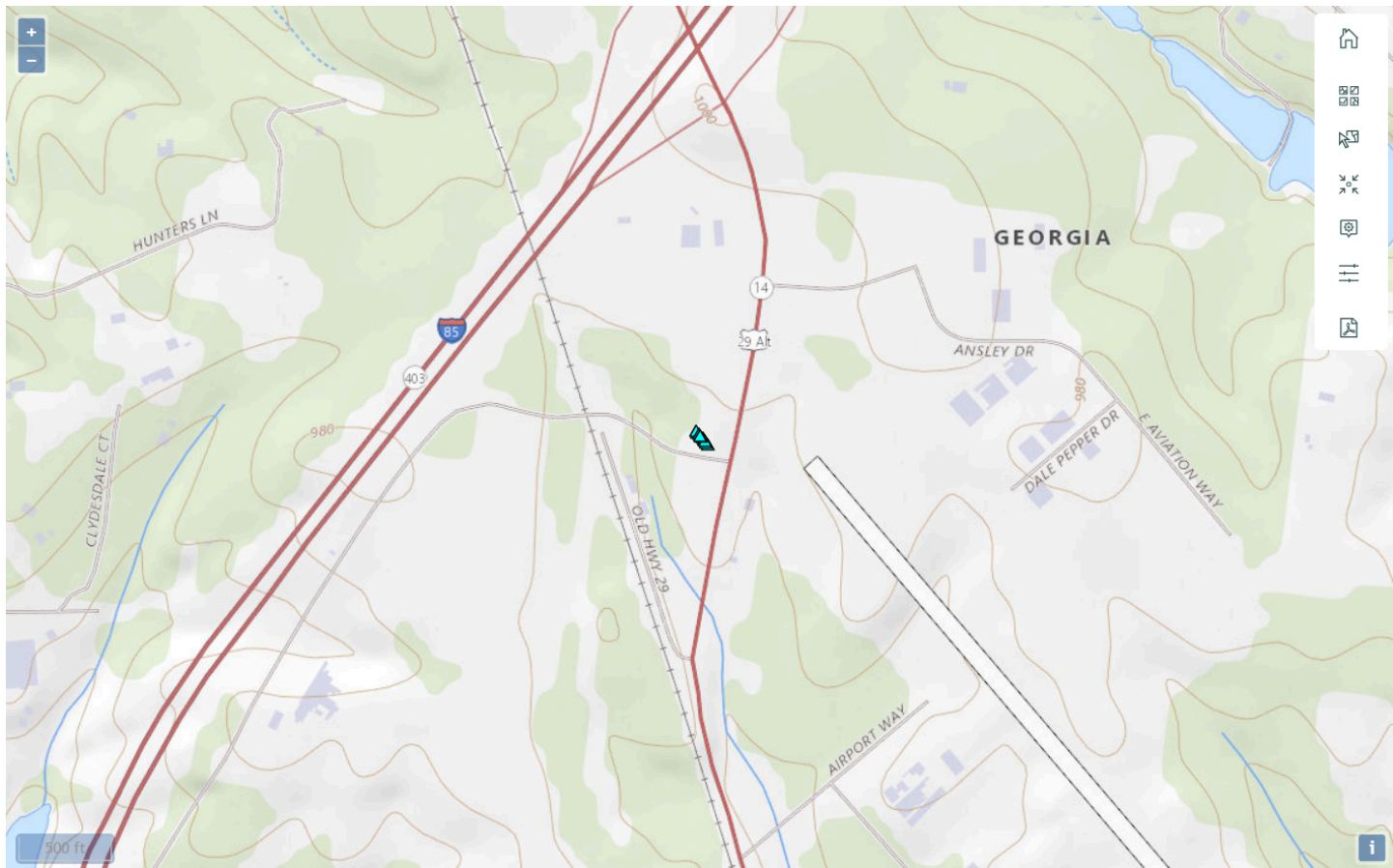
( DNE )

Ken Patterson  
Specialist

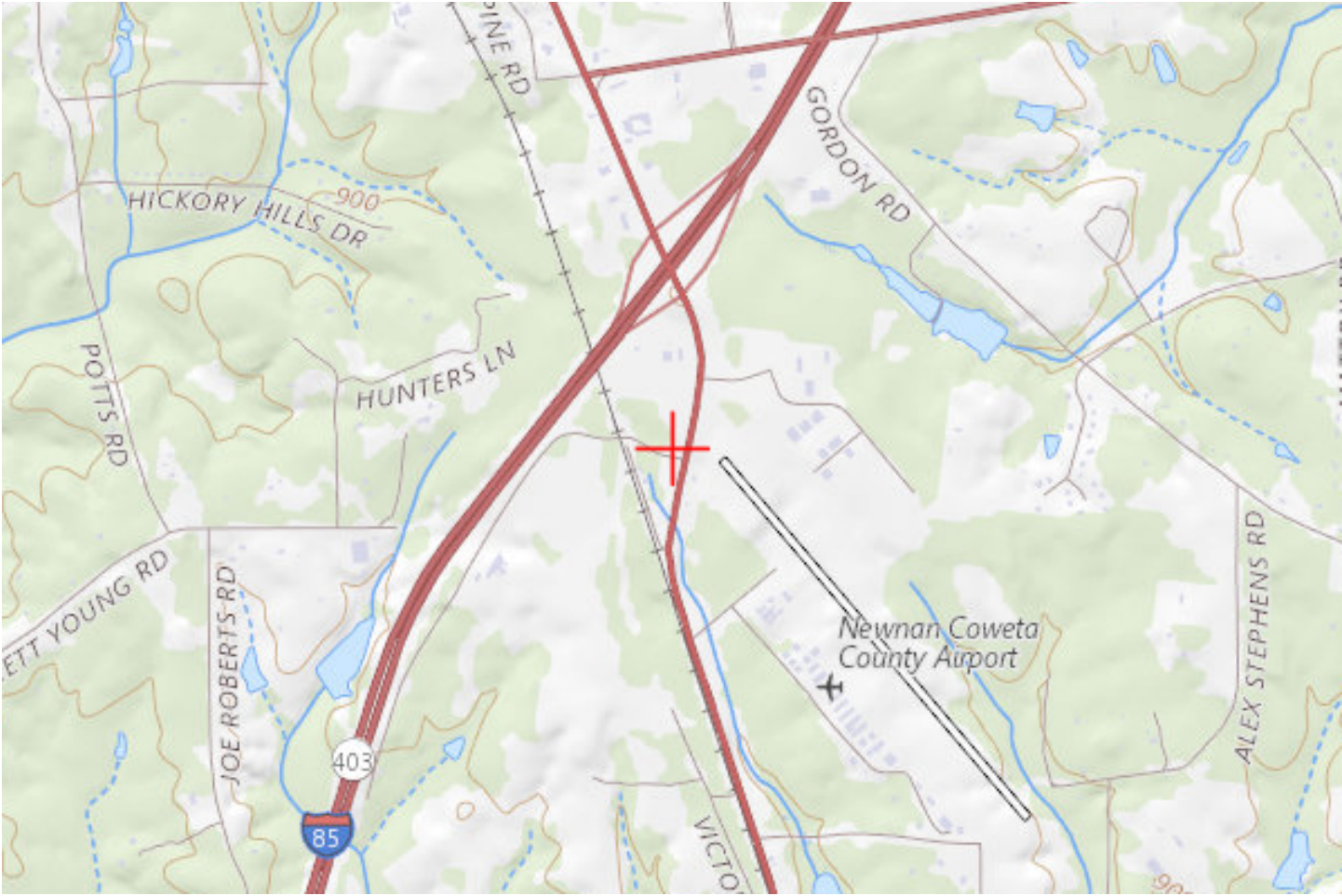
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Map(s)

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**Newnan-Coweta County Airport Authority**

115 Airport Road  
Newnan, GA 30263

Meeting: 01/26/23 09:00 AM  
Department: Airport Authority  
Category: Notification/Update  
Prepared By: Fran Collins  
Initiator: Calvin Walker  
Sponsors:

**SCHEDULED**

**AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 13022)**

DOC ID: 13022

## **Update from the Airport Manager**

Update from the Airport Manager

**Coweta County Airport Authority**  
**December 31, 2022**

	<u>Budget</u>	<u>Current</u>	<u>Year-To-Date</u>	<u>Balance</u>	<u>December 2021</u>
<b>Operating Revenues:</b>					
Cares	\$ -	\$ -		\$ -	
Appropriation	\$ 428,647	\$ 35,721	\$ 107,162	\$ 321,485	\$ 22,723
Fuel Sales	\$ 2,150,000	\$ 82,219	\$ 393,145	\$ 1,756,855	\$ 73,548
Rent/Lease Income	\$ 650,000	\$ 26,515	\$ 86,782	\$ 563,218	\$ 31,520
Other	\$ 3,950	\$ 845	\$ 3,161	\$ 789	\$ 484
Total Operating Revenues	<u>\$ 3,232,597</u>	<u>\$ 145,300</u>	<u>\$ 590,251</u>	<u>\$ 2,642,346</u>	<u>\$ 128,274</u>
<b>Operating Expenses:</b>					
Cost of Sales:					
Fuel	\$ 1,824,000	\$ 68,493	\$ 329,689	\$ 1,494,311	\$ 50,092
Other	\$ 2,000	\$ 132	\$ 220	\$ 1,780	\$ 292
Credit Card Discounts	\$ 32,600	\$ 2,506	\$ 11,896	\$ 20,704	\$ 2,316
Salaries & Benefits	\$ 346,034	\$ 46,306	\$ 108,659	\$ 237,375	\$ 41,779
Insurance	\$ 8,500	\$ -	\$ 100	\$ 8,400	\$ 100
Maintenance	\$ 89,460	\$ 14,587	\$ 21,692	\$ 67,768	\$ 3,605
Utilities	\$ 41,260	\$ 3,802	\$ 9,697	\$ 31,563	\$ 2,959
Contracted Services	\$ 50,000	\$ 1,750	\$ 3,650	\$ 46,350	\$ -
Other	\$ 24,700	\$ 2,294	\$ 5,838	\$ 18,862	\$ 928
Legal Fees	\$ 5,000	\$ 13	\$ 150	\$ 4,850	\$ 800
Engineering/Soft Costs	\$ -	\$ 7,200	\$ 45,938	\$ (45,938)	\$ -
Associated Land Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Small Office Equipment	\$ 6,250	\$ -	\$ -	\$ 6,250	\$ -
**Capital under \$5,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	<u>\$ 2,429,804</u>	<u>\$ 147,082</u>	<u>\$ 537,529</u>	<u>\$ 1,892,275</u>	<u>\$ 102,870</u>
<b>Operating Income (Loss)</b>		<u>\$ (1,782)</u>	<u>\$ 52,721</u>		
<b>Net Income Before Depreciation</b>		<u>\$ (1,782)</u>	<u>\$ 52,721</u>		

\*\*These items do not meet the criteria for Capitalization

Attachment: 3 Dec FY23.Financial and Balance Sheet (13022 : Update from the Airport Manager)

**Coweta County Airport Authority**  
**Statement of Net Assets**  
**December 31, 2022**

1005	CASH - PETTY	\$172	
1011	CASH - OPERATING	\$431,168	
1032	ESCROW FUNDING ACCOUNT	\$1	
1060	CASH-PAYROLL	\$0	
1099	CONTRA CASH	(\$114,738)	
<b>TOTAL</b>	<b>CASH</b>	<b>\$316,603</b>	
1110	ACCOUNTS RECEIVABLE	\$19,448	
<b>TOTAL</b>	<b>RECEIVABLES</b>	<b>\$19,448</b>	
1151	DUE FROM OTHER FUNDS	\$0	
<b>TOTAL</b>	<b>DUE FROM OTHER FUNDS</b>	<b>\$0</b>	
1168	DUE FROM AIRPORT BOND	\$110,867	
<b>TOTAL</b>	<b>DUE FROM AIRPORT BOND</b>	<b>\$110,867</b>	
1187	DUE FROM ARP FUNDS	\$0	
<b>TOTAL</b>	<b>DUE FROM ARP FUNDS</b>	<b>\$0</b>	
1401	INVENTORY GASOLINE	\$41,831	
1450	PREPAID INSURANCE	\$0	
<b>TOTAL</b>	<b>DUE FROM OTHER GOVTS</b>	<b>\$41,831</b>	
1474	CASH - RETAINAGE	\$0	
<b>TOTAL</b>	<b>CASH</b>	<b>\$0</b>	
1501	SITES	\$1,028,673	
1510	SITE IMPROVEMENTS	\$18,398,855	
1511	ACC DEPREC - SITE IMPR	(\$6,783,200)	
1530	BUILDINGS	\$105,907	
1540	MACHINERY & EQUIPMENT	\$230,855	
1550	VEHICLES	\$44,556	
1560	CONSTRUCTION IN PROGRESS	\$43,148	
<b>TOTAL</b>	<b>CAPITAL ASSETS</b>	<b>\$13,068,795</b>	
<b>TOTAL</b>	<b>ASSETS</b>	<b>\$13,557,545</b>	
	<b>DEFERRED OUTFLOW</b>	<b>\$68,115</b>	
2050	ACCOUNTS PAYABLE	\$0	
<b>TOTAL</b>	<b>ACCOUNTS PAYABLE</b>	<b>\$0</b>	
2115	FICA TAXES PAYABLE	\$567	
2116	FMED TAXES PAYABLE	\$136	
<b>TOTAL</b>	<b>PAYROLL TAXES PAYABLE</b>	<b>\$703</b>	
2211	COUNTY PENSION PAYABLE	\$0	
2212	DEFINED CONTRIBUTION PLAN	\$570	
<b>TOTAL</b>	<b>OTHER DEDUCTIONS PAYABLE</b>	<b>\$570</b>	
2474	RETAINAGE PAYABLE	\$0	
<b>TOTAL</b>	<b>PAYABLE-RESTRICTED ASSETS</b>	<b>\$0</b>	
2708	NOTE PAYABLE-BB&T	\$0	
<b>TOTAL</b>	<b>BONDS PAYABLE</b>	<b>\$0</b>	
2901	DUE TO GENERAL FUND	\$237,825	
<b>TOTAL</b>	<b>DUE TO OTHER FUNDS</b>	<b>\$237,825</b>	
2951	ACCRUED PAYROLL	\$10,208	
2952	DEPOSITS	\$9,526	
2953	DUE TO OTHERS	\$0	
2955	COMPENSATED ABSENCES	\$26,122	
2956	WORKERS COMP PAYABLE	\$0	
2960	SALES TAX PAYABLE	\$5,235	
<b>TOTAL</b>	<b>OTHER LIABILITIES</b>	<b>\$51,090</b>	
2970	DEFERRED REVENUE	\$101,979	
<b>TOTAL</b>	<b>DEFERRED REVENUE</b>	<b>\$101,979</b>	
<b>TOTAL</b>	<b>LIABILITIES</b>	<b>\$392,167</b>	
	<b>DEFERRED INFLOW</b>	<b>\$395,073</b>	
<b>TOTAL</b>	<b>AIRPORT AUTHORITY NET ASSETS</b>	<b>\$12,838,419</b>	

Attachment: 3 Dec FY23.Financial and Balance Sheet (13022 : Update from the Airport Manager)





**Newnan-Coweta County Airport Authority**

115 Airport Road  
Newnan, GA 30263

Meeting: 01/26/23 09:00 AM  
Department: Airport Authority  
Category: Notification/Update  
Prepared By: Fran Collins  
Initiator: Calvin Walker  
Sponsors:

DOC ID: 13530

**SCHEDULED**

**AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 13530)**

**Update from the Airport Sponsor**

Update from the Airport Sponsor

**Newnan-Coweta County Airport Authority**

115 Airport Road  
Newnan, GA 30263

**SCHEDULED**

Meeting: 01/26/23 09:00 AM  
Department: Airport Authority  
Category: Notification/Update  
Prepared By: Fran Collins  
Initiator: Calvin Walker  
Sponsors:

**AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 13529)**

DOC ID: 13529

## Update from the Airport Engineer

Update from the Airport Engineer