



**JOINT DEVELOPMENT AUTHORITY OF
JASPER, MORGAN, NEWTON AND WALTON COUNTIES**

Regular Meeting

March 28, 2023
1pm

Newton County Water & Sewer Authority - Scott Emmons Water Reclamation Facility at
10902 Shire Parkway, Social Circle, GA 30025.

AGENDA

1. **Call to Order:** Jerry Silvio
2. **Invocation**
3. **Pledge of Allegiance**
4. **Approval or Amendment to Agenda**
5. **Approval of Minutes**
 - a. Regular Session Minutes from Regular Meeting on February 28, 2023 **p. 3-8**
 - b. Executive Session Minutes from Regular Meeting on February 28, 2023
6. **Meta Update**
7. **GDOT Update**
8. **Committee Chairman Reports:**
 - a. Park Management Committee Bob Hughes
 - i. Takeda Update
 - ii. Meta/Baymare/Morning Hornet Update
 - iii. Security
 - iv. Fire/EMS/911 Services to Stanton Springs
 - v. New Matters
 - b. Marketing Committee David Thompson
 - c. Economic Development Committee David Thompson
 - i. Stanton Springs activity
 - ii. Activity in four Counties
 - d. Finance Committee Steve Jordan
 - i. Financial Report **p. 9-22**
 - ii. Invoices **p. 23-42**

9. **Morning Hornet Matters** p. 54-70
10. **Rivian Matters**
 - a. Grading
 - i. Status Update
 - ii. Pay Request #6, Change Order #5 p. 43-50 Ralph Forbes
 - b. Resolution: Plat Approval p. 51-53 Andrea Gray
11. **Public Comment – limited to 20 minutes total with a maximum of 2 minutes per speaker**
12. **Board Comments**
13. **Executive Session - Land Acquisition and Litigation**
14. **Adjourn**

**JOINT DEVELOPMENT AUTHORITY OF
JASPER, MORGAN, NEWTON AND WALTON COUNTIES**

**February 28, 2023
1:00 P.M.**

**Regular Meeting
Newton County Water & Sewer Authority - Scott Emmons Water Reclamation Facility at
10902 Shire Parkway, Social Circle, GA 30025.**

A regular meeting of the Board of Directors of the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the “Authority”) was held on February 28, 2023 at 1pm at the Newton County Water & Sewer Authority - Scott Emmons Water Reclamation Facility at 10902 Shire Parkway, Social Circle, GA 30025.

Directors Present:

Steve Jordan, Jasper County
Gerald Stunkel, Jasper County
Jerry Silvio, Newton County
Ben Riden, Morgan County
Bob Hughes, Morgan County
Mike Owens, Walton County
David Thompson, Walton County
Marcello Banes, Newton County

Guests Present:

Andrea Gray, Attorney
David Dyer
Shane Short
Serra Hall
Wayne Tamplin
Pat Malcom
Ralph Forbes
*members of the public and media included on the
sign-in sheet attached

Directors Absent:

None

1. Call to Order

Mr. Silvio called the meeting to order at 1:01 pm. He noted that this meeting is being recorded and requested that the public be patient as the JDA enacts this new procedure.

2. Invocation

Mr. Ben Riden led the invocation.

3. Pledge of Allegiance

Mr. Gerald Stunkel led the pledge of allegiance.

4. Approval or Amendment to Agenda

No amendments were requested. On a motion duly made by Mr. Ben Riden, seconded by Mr. Bob Hughes and unanimously approved, the Agenda was approved as presented.

5. Approval of Minutes

- a. Regular Session Minutes from the Regular Meeting on January 24, 2023: On a motion duly made by Mr. Bob Hughes, seconded by Mr. Gerald Stunkel and unanimously approved, the Minutes were approved as presented.
- b. Executive Session Minutes from the Regular Meeting on January 24, 2023: On a motion duly made by Mr. Bob Hughes, seconded by Mr. Steve Jordan and unanimously approved, the Minutes were approved as presented.
- c. Regular Session Minutes from the Special Called Meeting on February 8, 2023: On a motion duly made by Mr. Bob Hughes, seconded by Mr. Gerald Stunkel and unanimously approved, the Minutes were approved as presented.
- d. Executive Session Minutes from the Special Called Meeting on February 8, 2023: On a motion duly made by Mr. Bob Hughes, seconded by Mr. Ben Riden and unanimously approved, the Minutes were approved as presented.

6. Committee Chairman Reports:

a. Park Management Committee

- i. Takeda Update - Mr. Hughes reported that Takeda was planning an expansion where they would introduce a new product to their manufacturing facility. They ran into issues with FDA approvals of a new concept delivery device (bag) that will prevent them from expanding at this time although there is potential for expansion in the future. Until then, they will continue producing their current product.
- ii. Meta- Mr. Hughes reported that he, Morgan County Chairman Riden, Morgan County Commissioner Blake McCormack, and Director of Morgan County Planning and Development Chuck Jarrell, took a tour of the Meta facility with Katie Comer on 2/23/23. They met in building 5 which is operational under a temporary CO. Katie reported that in all likelihood, building 5 and possibly building 6 could receive full COs this year. She also stated that Meta has delivered over \$2.4 million to the four counties in money and services since 2021. This is in addition to the \$4 million in PILOT payments (\$2 mill paid in 2022 and a second \$2 mill to be paid in April 2023). Mr. Riden added that he appreciated the visit and noted that Ms. Comer reported that 84% of their employees come from the four counties and that they hire kids out of high school and train them. He added that Ms. Comer agreed to present this information and more to the Morgan County Board of Commissioners.
- iii. Security Update – No new updates reported.
- iv. Fire/EMS/911 – Mr. Hughes reported that NCWSA is progressing with the construction of the water tower and the water recycling facility to service Stanton Springs and Rivian through reclaimed and treated water from Takeda. The Park Management Committee reviewed plans for the water tower last year and gave approval to NCWSA to proceed based on the design used for its other towers. The tower will follow the “mushroom” design and store a minimum of 1 million gallons.
- v. New Matters – None.

b. Marketing Committee

Mr. Thompson reported that the JDA is working with Cornerstone to update its messaging and that an updated “Answers to Frequently Asked Questions” is posted on its website.

c. Economic Development Committee

Mr. Thompson asked each county representative to provide an update. Mr. Short reported that there is nothing new to report in Walton County since the last JDA meeting. Ms. Hall reported that Archer Avionics will be breaking ground in March and that the next local job fair will be in Walton. Mr. Hughes reported that there are no new updates but that a local land broker relayed that three residential developers inquired about one of their remaining large industrial tracts. Mr. Dyer reported that a bond was validated for Profile Products this month through Judge Bradley and that he has a good lead on a new agri-business which would bring 500 jobs. He also noted that he continues to work with the local schools to incorporate education on the skills needed to fill the jobs created.

d. Finance Committee

i. Financial Report

Mr. Steve Jordan provided the financial report for January and reviewed the current account balances and monthly expenditures that were included in the meeting packet along with the January financials.

ii. Invoices

10 regular invoices and a packet of legal invoices were presented for payment including the following:

1. \$62.23 from Snapping Shoals electric
2. \$29.96 from Snapping Shoals electric
3. \$10,000.00 from Cornerstone for public relations services
4. \$1,000 from Allen Smith Consulting for grant administration services- Rivian
5. \$180.00 from Allen Smith Consulting for grant administration services for Takeda grant
6. \$1,350.00 from Allen Smith Consulting for grant administration services- Rivian
7. \$700.00 from Allen Smith Consulting for grant administration services- Rivian
8. Legal Fees
 - o \$18,075.00 from Andrea P. Gray for general legal services and Rivian-related litigation
 - o \$57,182.92 for Smith, Gambrell and Russell for Rivian-related legal services and litigation
 - o \$122,655.91 from Holland and Knight for Rivian-related legal services and litigation
9. \$18,408.44 from Thomas and Hutton for Rivian-related work (reimbursable through REBA grant)
10. \$111,260.98 from Thomas & Hutton for Rivian-related work (reimbursable through REBA grant)

On a motion duly made by Mr. David Thompson seconded by Mr. Bob Hughes and unanimously approved, the invoices were approved for payment.

Mr. Jordan stated that he needed to transfer funds to continue to cover expenses. He requested to transfer \$100,000 from the Capital Money Market Account at the Bank of Madison to the Capital Checking Account at the Bank of Madison. Mr. David Thompson made a motion to authorize the same which was seconded by Mr. Mike Owens and unanimously approved. The board questioned what the interest rate is on the money market account. Mr Jordan stated it was 3% (note that following the meeting he confirmed that it is 1.75% which he conveyed to the board).

7. Takeda – GDOT option for Right of Way

Ms. Gray reported that the resolution and Option for Right of Way Agreement were in the JDA meeting packet. The JDA is asked to approve this agreement as a passthrough because it owns the land. GDOT is making improvements on Hwy 278 and needs to acquire 0.465 acres in fee, 1,406,189 square feet of easement and 878.083 linear feet of access rights on the Takeda site. The purchase price is \$44,100.00 which, under the JDA's lease agreement with Takeda, will go to Takeda. A motion was made by Mr. Thompson and seconded by Mr. Hughes. Mr. Riden asked for clarification on the location which was provided. Mr. Silvio called for a vote. The Resolution and Option for Right of Way Agreement were unanimously approved.

8. Rivian Updates

Mr. Ralph Forbes presented on the status of the project, the pay request and the change order.

a. Grading- Pay Request #5, Change Order #4

Mr. Forbes presented pay request #5 which includes \$2,739,232.19 for work performed by Plateau Excavation and \$27,800.91 for construction management services performed by Thomas & Hutton and Terracon. He also presented change order #4 for \$950,798.22 which reflects the additional costs for equipment downtime due to the automatic stay on work within the stream buffers due to the pending stream buffer variance appeal. Mr. Forbes also reported that the underground storage tanks were removed with EPD's authorization from the Verner farms and that there were more tanks than initially thought. Pay request #5 will be paid directly from REBA grant funds. On a motion duly made by Mr. David Thompson, seconded by Mr. Bob Hughes and unanimously approved, pay request #5 was approved for payment. Mr. Bob Hughes made a motion to approve change order #4 which was seconded by Mr. Ben Riden and unanimously approved. Mr. Riden asked whether we are still within the initially bid budget. Mr. Forbes stated that we were, but the gap is closing quickly as change order #4 only reflects the costs for one month.

b. GDOT matters

Ms. Hall reported that GDOT has started staging equipment to start work in the next couple of weeks on Hwy 278 and the frontage road. CW Mathews is the selected contractor. She stated that GDOT would come to the next JDA meeting to provide an update.

9. Public Comment

Mr. Jerry Silvio stated: We value public opinion and are appreciative of those of you who took the time to attend today. All of our meetings are open to the public. Each speaker must state their name and address. Each speaker has 2 minutes. This is not a question and answer session and no response from the JDA is required. We will take your comments into consideration and may reach out to you individually to discuss them further. The total time for comments will be limited to approximately 20 minutes.

1. Chas Moore- Mr. Moore stated that there is a light bubble problem that he thinks the JDA should be able to control. He also stated that there was confusion regarding the Facebook PILOT payments at the last

meeting. He questioned why the \$4 million in payments should be earning interest in the JDA's accounts rather than being distributed. GDOT is paying for the road. Are legal fees going to continue? He stated that the PILOT payments should go out now.

2. Joellen Artz- She asked whether the Rivian update was published on the website. She stated that the litigation causing the delays in work are not a part of the No to Rivian group. Their lawsuit is not causing the delay. She addressed Mr. Thompson and stated that the East Atlanta Megasite maps only showed the megasite in Walton County and that it was not in Morgan County.

3. Matt Bray- Mr. Bray stated that he is concerned about the prior change order because the tree safety fencing for \$11,000 should have been in the original drawings. He also made a public apology for video recording the prior JDA meeting at an inappropriate angle.

4. James Evans- Mr. Evans lives on Darel Drive. He requested more information on the new road recently cut from Hwy 278 to the construction site. What is it going to be used for?

5. Christina Wertz- Ms. Wertz lives on Darel Drive. She wanted to respond to Mr. Thompson's comment at the prior meeting. She is upset because she smells diesel fuel. She stated that the residents should not have been left next to the industrial site. She stated that the JDA is telling the media we are activists but they are not protesting or stopping bulldozers.

10. Board Comments-

Mr. Riden asked about the new road coming off Hwy 278. He noted that traffic at E Hightower and 278 is bad. It was clarified that the new road is a construction entrance designed to route truck traffic away from Hwy 278/Davis Academy to further protect Darel Drive.

No other board members made a comment.

11. Executive Session – Land acquisition, Litigation

On a motion duly made by Mr. Gerald Stunkel seconded by Mr. Bob Hughes and unanimously approved, the Authority moved into executive session to discuss land acquisition and litigation matters at 1:47 pm.

On a motion duly made by Mr. David Thompson, seconded by Mr. Gerald Stunkel and unanimously approved, the Authority moved out of Executive Session at 3:08 pm.

12. Adjourn

On a motion duly made by Mr. David Thompson, seconded by Mr. Steve Jordan, and unanimously approved, the meeting was adjourned at 3:09 pm.

[signatures on following page]

Attest:

Chairman

Secretary

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties
Balance Sheet Prev Year Comparison
As of February 28, 2023

	Feb 28, 23	Feb 28, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Checking - Truist	23,211.58	161,370.05	-138,158.47	-85.62%
Bk of Madison-MMA	2,744,609.89	2,725,114.08	19,495.81	0.72%
Bk of Madison-Cap Proj-Checking	110,259.11	288,789.50	-178,530.39	-61.82%
Bk of Madison-Cap Proj-MMA	1,671,770.74	1,855,299.01	-183,528.27	-9.89%
Bk of Madison-JMNW Disbursement	161,124.87	0.00	161,124.87	100.0%
Bank of Madison-Tax Revenue	0.61	0.61	0.00	0.0%
EDGE Grant Acct	90.25	90.25	0.00	0.0%
Bond Purchase Acct	1.00	1.00	0.00	0.0%
Total Checking/Savings	4,711,068.05	5,030,664.50	-319,596.45	-6.35%
Accounts Receivable				
Accounts Receivable	39,290.86	2,000,000.00	-1,960,709.14	-98.04%
Total Accounts Receivable	39,290.86	2,000,000.00	-1,960,709.14	-98.04%
Total Current Assets	4,750,358.91	7,030,664.50	-2,280,305.59	-32.43%
TOTAL ASSETS	4,750,358.91	7,030,664.50	-2,280,305.59	-32.43%
LIABILITIES & EQUITY				
Equity				
Restricted Fund Balance	1,500,000.00	0.00	1,500,000.00	100.0%
Fund Balance	36,736,443.11	5,682,657.59	31,053,785.52	546.47%
Net Income	-33,486,084.20	1,348,006.91	-34,834,091.11	-2,584.12%
Total Equity	4,750,358.91	7,030,664.50	-2,280,305.59	-32.43%
TOTAL LIABILITIES & EQUITY	4,750,358.91	7,030,664.50	-2,280,305.59	-32.43%

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties
Profit & Loss Budget vs. Actual
 July 2022 through June 2023

	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Intergovernmental Revenue				
NCWSA - Inter Govt	20,859.52	34,008.00	-13,148.48	61.34%
Inter Govt - Other	2,775,897.66			
Total Intergovernmental Revenue	<u>2,796,757.18</u>	<u>34,008.00</u>	<u>2,762,749.18</u>	<u>8,223.82%</u>
Land sales				
Land Sale - NCWSA	0.00	380,838.00	-380,838.00	0.0%
Total Land sales	<u>0.00</u>	<u>380,838.00</u>	<u>-380,838.00</u>	<u>0.0%</u>
Grant income				
2022 REBA Grant	32,860,919.22	91,307,760.00	-58,446,840.78	35.99%
2023 REBA Grant	0.00	20,000,000.00	-20,000,000.00	0.0%
Total Grant income	<u>32,860,919.22</u>	<u>111,307,760.00</u>	<u>-78,446,840.78</u>	<u>29.52%</u>
Hunting lease income	0.00	4,500.00	-4,500.00	0.0%
PILOT Payments	0.00	2,000,000.00	-2,000,000.00	0.0%
Underwriting fee - Bond fee	0.00	4,500,000.00	-4,500,000.00	0.0%
Miscellaneous income	41,790.86	5,500,000.00	-5,458,209.14	0.76%
Reserves from Prior Years	0.00	6,100,000.00	-6,100,000.00	0.0%
Total Income	<u>35,699,467.26</u>	<u>129,827,106.00</u>	<u>-94,127,638.74</u>	<u>27.5%</u>
Expense				
Hunting lease expense	0.00	4,500.00	-4,500.00	0.0%
Insurance expense	0.00	6,100.00	-6,100.00	0.0%
Marketing expense	0.00	25,000.00	-25,000.00	0.0%
Meeting expense	0.00	3,000.00	-3,000.00	0.0%
Reimb NCIDA & DAWC	1,260,792.00	0.00	1,260,792.00	100.0%
Miscellaneous expense	785.94	2,500.00	-1,714.06	31.44%
Owners Assoc fees	87.30	2,000.00	-1,912.70	4.37%
Professional				
Accounting expense	34,440.00	35,000.00	-560.00	98.4%
Audit expense	11,032.00	12,000.00	-968.00	91.93%
Consulting	180.00	0.00	180.00	100.0%
Engineering expense				
Engineering exp	877.50	25,000.00	-24,122.50	3.51%
Total Engineering expense	<u>877.50</u>	<u>25,000.00</u>	<u>-24,122.50</u>	<u>3.51%</u>
Legal expense	46,635.00	75,000.00	-28,365.00	62.18%
Litigation expense	789,466.96	2,000,000.00	-1,210,533.04	39.47%
Total Professional	<u>882,631.46</u>	<u>2,147,000.00</u>	<u>-1,264,368.54</u>	<u>41.11%</u>
Property taxes	77,612.90	0.00	77,612.90	100.0%
Training	0.00	2,400.00	-2,400.00	0.0%
Utilities	761.96	1,200.00	-438.04	63.5%

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Debt Service				
02 GEFA Principal	33,230.06	33,230.00	0.06	100.0%
02 GEFA Interest expense	777.67	780.00	-2.33	99.7%
Total Debt Service	34,007.73	34,010.00	-2.27	99.99%
Total Expense	2,256,679.29	2,227,710.00	28,969.29	101.3%
Net Ordinary Income	33,442,787.97	127,599,396.00	-94,156,608.03	26.21%
Other Income/Expense				
Other Income				
Interest income				
Interest income - banks	33,586.79	1,000.00	32,586.79	3,358.68%
Interest income - NCWSA debt	0.00	11,426.00	-11,426.00	0.0%
Interest income - Other	94.55	0.00	94.55	100.0%
Total Interest income	33,681.34	12,426.00	21,255.34	271.06%
Total Other Income	33,681.34	12,426.00	21,255.34	271.06%
Other Expense				
Capital Outlay				
Land purchase				
North Stanton Springs	34,037,386.08	0.00	34,037,386.08	100.0%
Land acquisition cost	-120,000.00	1,400,000.00	-1,520,000.00	-8.57%
Total Land purchase	33,917,386.08	1,400,000.00	32,517,386.08	2,422.67%
Stanton Springs North				
Stanton Sp North - Construction	13,110,240.76	7,000,000.00	6,110,240.76	187.29%
Rivian - Expenses	348,260.98	114,557,760.00	-114,209,499.02	0.3%
Rivian - Reimbursable Expenses	3,535,431.33	0.00	3,535,431.33	100.0%
Rivian - State Reimbursements	16,011,234.36			
Total Stanton Springs North	33,005,167.43	121,557,760.00	-88,552,592.57	27.15%
Total Capital Outlay	66,922,553.51	122,957,760.00	-56,035,206.49	54.43%
Total Other Expense	66,922,553.51	122,957,760.00	-56,035,206.49	54.43%
Net Other Income	-66,888,872.17	-122,945,334.00	56,056,461.83	54.41%
Net Income	-33,446,084.20	4,654,062.00	-38,100,146.20	-718.64%

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties

General Ledger

As of February 28, 2023

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Checking - Truist									86,552.69
Check	07/06/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		67.09	86,485.60
Check	07/06/2022	ACH		Snapping Shoals	acct 7283669	Utilities		24.89	86,460.71
Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	-SPLIT-		11,336.70	75,124.01
Bill Pmt -Check	07/25/2022	1067a		Andrea P. Gray, LLC		Accounts Payable		1,830.00	73,294.01
Check	07/25/2022	1067b		Andrea P. Gray, LLC	Inv #79	Legal expense		1,695.00	71,599.01
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	71,569.05
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		68.05	71,501.00
Check	08/23/2022	1068		Andrea P. Gray, LLC	Inv 80	Legal expense		3,015.00	68,486.00
Deposit	08/24/2022	Deposit		Social Circle	Pymt due back after payoff in May 22	Social Circle - Inter Govt	906.94		69,392.94
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	69,362.98
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		68.28	69,294.70
Check	09/27/2022	1069		Andrea P. Gray, LLC	Inv 81	Legal expense		6,105.00	63,189.70
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	63,159.74
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		65.97	63,093.77
Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	-SPLIT-		11,336.70	51,757.07
Deposit	10/20/2022	Deposit		Newton Co W & S	Qtr deposit	NCWSA - Inter Govt	10,429.76		62,186.83
Check	10/25/2022	1071		Social Circle	Reimbursement of add'l GEFA pymt made even after notification to end	Social Circle - Inter Govt		906.94	61,279.89
Check	10/26/2022	1070		Andrea P. Gray, LLC	Inv 82	Legal expense		6,975.00	54,304.89
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	54,274.93
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		66.30	54,208.63
Check	11/22/2022	1072		Andrea P. Gray, LLC	Inv 83	Legal expense		5,745.00	48,463.63
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	48,433.67
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		64.90	48,368.77
Check	12/20/2022	1073		Andrea P. Gray, LLC		Legal expense		7,215.00	41,153.77
Deposit	12/20/2022	Deposit		Newton Co W & S	Qtr deposit	NCWSA - Inter Govt	10,429.76		51,583.53
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	51,553.57
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		63.93	51,489.64
Check	01/10/2023	ACH		GEFA	Final pymt	-SPLIT-		11,334.33	40,155.31
Check	01/24/2023	1074		Andrea P. Gray, LLC	Inv 85	Legal expense		7,320.00	32,835.31
Check	01/24/2023	1075		Jerry Silvio	Reimbursement	Miscellaneous expense		785.94	32,049.37
Check	02/01/2023	AC		Snapping Shoals	Acct 4283669	Utilities		29.96	32,019.41
Check	02/01/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.83	31,956.58
Check	02/28/2023	1076		Andrea P. Gray, LLC	Inv 86	Legal expense		8,565.00	23,391.58
Check	02/28/2023	1077		Allen Smith Consulting Inc	Inv Takeda contact	Consulting		180.00	23,211.58
Total Checking - Truist							21,766.46	85,107.57	23,211.58
Bk of Madison-MMA									2,726,652.52
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	762.07		2,727,414.59
Deposit	08/31/2022	Deposti		Bank of Madison	August interest	Interest income - banks	1,390.20		2,728,804.79
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	1,888.37		2,730,693.16
Deposit	10/31/2022	Deposit		Bank of Madison	Octobe interest	Interest income - banks	2,061.87		2,732,755.03
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	2,246.99		2,735,002.02
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Interest income - banks	2,680.07		2,737,682.09
Deposit	01/31/2023	Deposit		Bank of Madison	Jan Interest	Interest income - banks	3,245.82		2,740,927.91
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Interest income - banks	3,681.98		2,744,609.89
Total Bk of Madison-MMA							17,957.37	0.00	2,744,609.89
Bk of Madison-Cap Proj-Checking									554,489.89
Deposit	07/08/2022	Deposit		Callaway Title Escrow, LLC	Option pymnt returned at closing	Land acquisition cost	100,000.00		654,489.89
Bill Pmt -Check	07/26/2022	1193		Thomas & Hutton		Accounts Payable		32,515.24	621,974.65
Bill Pmt -Check	07/26/2022	1195		Thomas & Hutton	May 29 - June 25, 2022	Accounts Payable		29,992.50	591,982.15

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	07/26/2022	1192		Allen Smith Consulting Inc	Inv 13228 EDGE grant admin	Rivian - Expenses		180.00	591,802.15
Check	07/26/2022	1194		Cornerstone Government Affairs, Inc.	Inv 072022 Monthly services	Rivian - Expenses		20,000.00	571,802.15
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	67.20		571,869.35
Deposit	08/04/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Land acquisition cost	10,000.00		581,869.35
Deposit	08/11/2022	Transfer		Bank of Madison	Transfer of REBA fds after rec'd from state	Bk of Madison-JMNW REBA #1	242,068.74		823,938.09
Deposit	08/11/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Land acquisition cost	10,000.00		833,938.09
Check	08/23/2022	1196		Allen Smith Consulting Inc	Inv #13227	Rivian - Expenses		2,000.00	831,938.09
Check	08/23/2022	1197		Allen Smith Consulting Inc	Inv #13237	Rivian - Expenses		2,200.00	829,738.09
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	-SPLIT-		55,064.94	774,673.15
Check	08/23/2022	1199		Thomas & Hutton	Inv #0225373 ALTA survey	Rivian - Expenses		9,135.00	765,538.15
Check	08/23/2022	1200		Cornerstone Government Affairs, Inc.	Inv 082022 Monthly services	Rivian - Expenses		20,000.00	745,538.15
Deposit	08/23/2022	Deposit		Sandra Latimer	Refund from closing difference	North Stanton Springs	2.34		745,540.49
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Interest income - banks	127.92		745,668.41
Check	09/19/2022	Transfer		Bank of Madison	Transfer to JNMW disbursement acct from cap proj ck	Bk of Madison-JMNW Disbursement		169,519.42	576,148.99
Check	09/27/2022	1201		Thomas & Hutton	Inv #0223345 ALTA survey	Rivian - Reimbursable Expenses		17,266.35	558,882.64
Check	09/27/2022	1202		Thomas & Hutton	Inv #0226607 ALTA survey dated July 7	Rivian - Reimbursable Expenses		13,180.00	545,702.64
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project adventure reimbursed	-SPLIT-		54,462.49	491,240.15
Check	09/27/2022	1204		Cornerstone Government Affairs, Inc.	Inv 092022 Monthly services	Rivian - Expenses		20,000.00	471,240.15
Check	09/27/2022	1205		Treadwell, Tamplin & Co, CPA	Inv 182997 yearly services	Accounting expense		34,440.00	436,800.15
Check	09/27/2022	1206		Allen Smith Consulting Inc	Inv 13263 REBA Project Adventure admin	Rivian - Expenses		1,800.00	435,000.15
Check	09/27/2022	1207		Newton Co Economic Development Auth	Commission for sale of land - Rivian	Reimb NCIDA & DAWC		630,396.00	-195,395.85
Check	09/27/2022	1208		Development Authority of Walton Co	Commission for sale of land - Rivian	Reimb NCIDA & DAWC		630,396.00	-825,791.85
Deposit	09/27/2022	Transfer		Bank of Madison	Transfer from Cap Proj MMA to Ck	Bk of Madison-Cap Proj-MMA	1,500,000.00		674,208.15
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	145.96		674,354.11
Check	10/25/2022	1209		Allen Smith Consulting Inc	Inv 13284	Rivian - Expenses		2,000.00	672,354.11
Check	10/25/2022	1210		Cornerstone Government Affairs, Inc.	Inv 102022 Monthly servicves	Rivian - Expenses		20,000.00	652,354.11
Check	10/25/2022	1211		Thomas & Hutton	Inv #0227531 Proj Adv ALTA Survey	Rivian - Reimbursable Expenses		12,666.40	639,687.71
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	-SPLIT-		148,031.36	491,656.35
Check	10/25/2022	Transfer		Bank of Madison	Transfer small closing amt back to Disbursement acct	Bk of Madison-JMNW Disbursement		2.34	491,654.01
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Interest income - banks	130.57		491,784.58
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	-SPLIT-		52,069.55	439,715.03
Check	11/22/2022	1214		Thomas & Hutton	Inv #0228954 ALTA survey	Rivian - Reimbursable Expenses		34,126.25	405,588.78
Check	11/22/2022	1215		Thomas & Hutton	Inv #0229810 Rivian	Rivian - Reimbursable Expenses		125,379.69	280,209.09
Check	11/22/2022	1216		Cornerstone Government Affairs, Inc.	Inv 112022 Monthly services	Rivian - Expenses		10,000.00	270,209.09
Check	11/22/2022	1217		Precision Planning Inc	Inv 68483 Map revisions	Engineering exp		877.50	269,331.59
Check	11/22/2022	1218		Andrea P. Gray, LLC	Inv #6 Reimb Project Exp	Rivian - Reimbursable Expenses		8,650.00	260,681.59
Check	11/22/2022	1219		Andrea P. Gray, LLC	Inv #1 Rivian Zoning	Rivian - Reimbursable Expenses		11,310.00	249,371.59
Check	11/22/2022	1220		Andrea P. Gray, LLC	Inv #2 Project Adventure Bonds	Rivian - Reimbursable Expenses		4,110.00	245,261.59
Check	11/22/2022	1221		Andrea P. Gray, LLC	Inv #1 Rivian Bond Validation Appeal	Rivian - Reimbursable Expenses		1,200.00	244,061.59
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	98.70		244,160.29

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	12/13/2022	Transfer		Bank of Madison	Reimbursement from Grant	Bk of Madison-JMNW REBA #1	130,418.53		374,578.82
Check	12/20/2022	1222		Thomas & Hutton		Rivian - Reimbursable Expenses		29,777.32	344,801.50
Check	12/20/2022	1223		Allen Smith Consulting Inc		Rivian - Expenses		1,000.00	343,801.50
Check	12/20/2022	1224		Cornerstone Government Affairs, Inc.		Rivian - Expenses		10,000.00	333,801.50
Check	12/20/2022	1225		Holland & Knight LLP	Inv 33003985	Litigation expense		27,593.45	306,208.05
Check	12/20/2022	1226		Holland & Knight LLP	Inv 33029690	Litigation expense		155,378.92	150,829.13
Check	12/20/2022	1227		Smith Gambrell & Russell LLP	Inv 1092097	Litigation expense		39,290.86	111,538.27
Check	12/20/2022	1228		Smith Gambrell & Russell LLP	Inv 1092099	Litigation expense		120,705.61	-9,167.34
Check	12/20/2022	1229		Smith Gambrell & Russell LLP	Inv 1092098	Litigation expense		189,765.95	-198,933.29
Deposit	12/20/2022	Transfer		Bank of Madison	Transfer funds	Bk of Madison-Cap Proj-MMA	500,000.00		301,066.71
Check	12/20/2022	1230		Thomas & Hutton	Inv 0231073 ALTA survey	Rivian - Reimbursable Expenses		2,565.00	298,501.71
Check	12/20/2022	1231		Thomas & Hutton	Inv 0231072	Rivian - Reimbursable Expenses		1,990.00	296,511.71
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	-SPLIT-		136,397.85	160,113.86
Deposit	12/31/2022	Deposit		Bank of Madison	Dec interest	Interest income - banks	58.44		160,172.30
Deposit	01/19/2023				Deposit	Undeposited Funds	2,735,897.66		2,896,069.96
Deposit	01/20/2023	Trnsf		Bank of Madison	Transfer from REBA grants funds to reimburse JDA expenses	Bk of Madison-JMNW REBA #1	518,067.81		3,414,137.77
Check	01/20/2023	Wire		Georgia-Alabama Land Trust Inc	Mitigation credits purchased	Rivian - Reimbursable Expenses		2,920,000.00	494,137.77
Check	01/24/2023	1233		Cornerstone Government Affairs, Inc.		Rivian - Expenses		10,000.00	484,137.77
Check	01/24/2023	1234		Stanton Springs	Annual invoice for Property Owners Assoc	Owners Assoc fees		87.30	484,050.47
Check	01/24/2023	1235		Thomas & Hutton	Inv 0233052 ALTA survey	Rivian - Reimbursable Expenses		1,910.00	482,140.47
Check	01/24/2023	1236		Thomas & Hutton	Inv 0232770 Project Adventure	Rivian - Reimbursable Expenses		45,381.48	436,758.99
Check	01/24/2023	1237		Allen Smith Consulting Inc	Inv 13370 Grant adminb	Rivian - Expenses		600.00	436,158.99
Check	01/24/2023	1238		McNair, McLemore, Middlebrooks & Co	Inv 111594	Audit expense		11,032.00	425,126.99
Check	01/24/2023	1239		Andrea P. Gray, LLC	Inv 1 Stream Buffer Variance	Rivian - Reimbursable Expenses		1,005.00	424,121.99
Check	01/24/2023	1240		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Rivian - Reimbursable Expenses		4,125.00	419,996.99
Check	01/24/2023	1241		Andrea P. Gray, LLC	Inv 86 Rivian Bond Validation Appeal	Rivian - Reimbursable Expenses		2,280.00	417,716.99
Check	01/24/2023	1242		Andrea P. Gray, LLC	Inv 7 Reimbursable Project Expenses	Rivian - Reimbursable Expenses		3,060.00	414,656.99
Check	01/24/2023	1243		Smith Gambrell & Russell LLP	Inv 1095517 Bond Validation appeal	Litigation expense		52,810.20	361,846.79
Check	01/24/2023	1244		Smith Gambrell & Russell LLP	Inv 1095518 Zoning Litigation	Litigation expense		23,031.50	338,815.29
Check	01/24/2023	1245		Smith Gambrell & Russell LLP	Inv 1097060 Bond financing matters	Litigation expense		1,051.64	337,763.65
Deposit	01/31/2023	Dep		Bank of Madison	Jan interest	Interest income - banks	99.93		337,863.58
Deposit	02/02/2023	Wire		First American Title	First Amer Title Insurance ??	Miscellaneous income	2,500.00		340,363.58
Deposit	02/21/2023	Trnsfr		Bank of Madison	Transfer	Bk of Madison-JMNW REBA #1	18,408.44		358,772.02
Check	02/28/2023	1246		Allen Smith Consulting Inc	Inv 13307 Grant Admin	Rivian - Expenses		1,000.00	357,772.02
Check	02/28/2023	1247		Allen Smith Consulting Inc	Inv 13409	Rivian - Expenses		1,350.00	356,422.02
Check	02/28/2023	1248		Allen Smith Consulting Inc	Inv 13410	Rivian - Expenses		700.00	355,722.02
Check	02/28/2023	1249		Cornerstone Government Affairs, Inc.	Inc JDA-022023	Rivian - Expenses		10,000.00	345,722.02
Check	02/28/2023	1250		Andrea P. Gray, LLC	Inv 8 REimburseable Project expenses	Rivian - Expenses		615.00	345,107.02
Check	02/28/2023	1251		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Rivian - Expenses		1,335.00	343,772.02
Check	02/28/2023	1252		Andrea P. Gray, LLC	Inv 89 Rivian Bond Validation Appeal	Rivian - Expenses		1,515.00	342,257.02

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	02/28/2023	1253		Andrea P. Gray, LLC	Inv 2 Stream Buffer VAriance	Rivian - Expenses		6,045.00	336,212.02
Check	02/28/2023	1254		Smith Gambrell & Russell LLP	Jan 23	Litigation expense		57,182.92	279,029.10
Check	02/28/2023	1255		Holland & Knight LLP	Dec-22 thru Feb 23	Litigation expense		122,655.91	156,373.19
Check	02/28/2023	1256		Thomas & Hutton	Inv 0232797 Rivian Special Inspection	Rivian - Expenses		18,408.44	137,964.75
Check	02/28/2023	1257		Thomas & Hutton	Inv 0233899 Rivian Special Inspection	Rivian - Expenses		27,800.19	110,164.56
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Interest income	94.55		110,259.11
Total Bk of Madison-Cap Proj-Checking							5,768,186.79	6,212,417.57	110,259.11
Bk of Madison-Cap Proj-MMA									3,656,870.04
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	1,022.06		3,657,892.10
Deposit	08/10/2022	Transfer		Bank of Madison	Transfer from REBA 1 after rec'd fds from state	Bk of Madison-JMNW REBA #1	2,830,480.58		6,488,372.68
Check	08/11/2022	Wire		Callaway Title Escrow, LLC	Wire to for land acquisition	North Stanton Springs		2,830,480.58	3,657,892.10
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Interest income - banks	1,817.94		3,659,710.04
Deposit	09/27/2022	Transfer		Bank of Madison	Transfer from Cap Proj MMA to Ck	Bk of Madison-Cap Proj-Checking		1,500,000.00	2,159,710.04
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	2,392.83		2,162,102.87
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Interest income - banks	1,632.54		2,163,735.41
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	1,779.12		2,165,514.53
Deposit	12/20/2022	Transfer		Bank of Madison	Transfer funds	Bk of Madison-Cap Proj-Checking		500,000.00	1,665,514.53
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Interest income - banks	2,036.40		1,667,550.93
Deposit	01/31/2023	Deposit		Bank of Madison	January interest	Interest income - banks	1,977.07		1,669,528.00
Deposit	02/28/2023	Deposti		Bank of Madison	February interest	Interest income - banks	2,242.74		1,671,770.74
Total Bk of Madison-Cap Proj-MMA							2,845,381.28	4,830,480.58	1,671,770.74
Bk of Madison-JMNW Disbursement									31,276,123.85
Check	07/08/2022	Wire		WSG Land, LLC	Purchase of approx 272.50ac 2058 Darel Dr Walton Co	North Stanton Springs		18,313,356.49	12,962,767.36
Check	08/04/2022	Wire		Sara Tuell, Thomas Verner, William Verner	Purchase of approx 486.356ac Morgan Co	North Stanton Springs		12,819,566.13	143,201.23
Check	09/02/2022	Wire		Callaway Title Escrow, LLC	Purchase land?	North Stanton Springs		74,000.00	69,201.23
Check	09/19/2022	Transfer		Bank of Madison	Transfer to JNMW disbursement acct from cap proj ck	Bk of Madison-Cap Proj-Checking	169,519.42		238,720.65
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Jerry Felton Gowden	North Stanton Springs	6.43		238,727.08
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Tonia Paramore	North Stanton Springs	8.35		238,735.43
Check	10/25/2022	Transfer		Bank of Madison	Transfer small closing amt back to Disbursement acct	Bk of Madison-Cap Proj-Checking	2.34		238,737.77
Check	10/31/2022	1100		Morgan County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Property taxes		25,145.29	213,592.48
Check	11/07/2022	1102		Social Circle	Prop tax pymt for N Stanton Springs property	Property taxes		17,473.61	196,118.87
Check	01/25/2023	1101		Walton County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Property taxes		34,994.00	161,124.87
Total Bk of Madison-JMNW Disbursement							169,536.54	31,284,535.52	161,124.87
Bk of Madison-JMNW REBA #1									0.00
Deposit	08/10/2022	Transfer		Bank of Madison	Transfer from REBA 1 after rec'd fds from state	Bk of Madison-Cap Proj-MMA		2,830,480.58	-2,830,480.58
Deposit	08/10/2022	Deposit		Georgia Housing and Fin Authority	DD #4 for reimbursement of JDA expenses	2022 REBA Grant	3,072,549.32		242,068.74
Deposit	08/11/2022	Transfer		Bank of Madison	Transfer of REBA fds after rec'd from state	Bk of Madison-Cap Proj-Checking		242,068.74	0.00
Deposit	11/15/2022	Deposit		Georgia Housing and Fin Authority	DD #5 for reimbursement of JDA expenses	2022 REBA Grant	3,836,673.00		3,836,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #1	Stanton Sp North - Construction		1,500,000.00	2,336,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #2	Stanton Sp North - Construction		1,500,000.00	836,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #3	Stanton Sp North - Construction		836,673.00	0.00

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	12/06/2022	Deposit		Georgia Housing and Fin Authority	DD #6 for reimbursement of JDA expenses	2022 REBA Grant	130,418.53		130,418.53
Deposit	12/13/2022	Transfer		Bank of Madison	Reimbursement from Grant	Bk of Madison-Cap Proj-Checking		130,418.53	0.00
Deposit	12/15/2022	Deposit		Georgia Housing and Fin Authority	DD #7 for payment of Plateau invoices	2022 REBA Grant	3,220,310.50		3,220,310.50
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #1 grading work	Stanton Sp North - Construction		1,500,000.00	1,720,310.50
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #2 grading work	Stanton Sp North - Construction		1,500,000.00	220,310.50
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #3 grading work	Stanton Sp North - Construction		220,310.50	0.00
Deposit	01/11/2023	Wire		Georgia Housing and Fin Authority	DD#8 for payment o Plateau, mitigation credits and reimburse JDA	2022 REBA Grant	18,968,040.94		18,968,040.94
Check	01/13/2023	Wire		Plateau Excavation Inc	App #3 Wire Site work	Stanton Sp North - Construction		2,438,738.77	16,529,302.17
Check	01/13/2023	Wire		Wright Brothers Construction Co LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		2,553,895.85	13,975,406.32
Check	01/13/2023	Wire		Hard Labor Creek Mitigation LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		3,011,764.00	10,963,642.32
Check	01/13/2023	Wire		Savannah River Basin Group LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		4,702,670.07	6,260,972.25
Check	01/13/2023	Wire		Little Sandy Creed Mitigation 2 LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		5,742,904.44	518,067.81
Deposit	01/20/2023	Trnsf		Bank of Madison	Transfer from REBA grants funds to reimburse JDA expenses	Bk of Madison-Cap Proj-Checking		518,067.81	0.00
Deposit	02/21/2023	Trnsfr		Bank of Madison	Transfer	Bk of Madison-Cap Proj-Checking		18,408.44	-18,408.44
Deposit	02/21/2023	Deposit		Georgia Housing and Fin Authority	DD #9 Plateau and reimburse JDA	2022 REBA Grant	3,632,926.93		3,614,518.49
Check	02/21/2023	Wire		Plateau Excavation Inc	App # 4 Wire	Stanton Sp North - Construction		3,614,518.49	0.00
Total Bk of Madison-JMNW REBA #1							32,860,919.22	32,860,919.22	0.00
Bank of Madison-Tax Revenue									0.61
Total Bank of Madison-Tax Revenue									0.61
EDGE Grant Acct									90.25
Total EDGE Grant Acct									90.25
Bond Purchase Acct									1.00
Total Bond Purchase Acct									1.00
Accounts Receivable									0.00
Invoice	12/16/2022	101		Georgia Department of Transportation		Inter Govt - Other	2,735,897.66		2,735,897.66
Payment	01/19/2023			Georgia Department of Transportation		Undeposited Funds		2,735,897.66	0.00
Invoice	01/26/2023	102		Rivian Horizon, LLC		Miscellaneous income	39,290.86		39,290.86
Total Accounts Receivable							2,775,188.52	2,735,897.66	39,290.86
Undeposited Funds									0.00
Payment	01/19/2023			Georgia Department of Transportation		Accounts Receivable	2,735,897.66		2,735,897.66
Deposit	01/19/2023			Georgia Department of Transportation	Deposit	Bk of Madison-Cap Proj-Checking		2,735,897.66	0.00
Total Undeposited Funds							2,735,897.66	2,735,897.66	0.00
Accounts Payable									-64,337.74
Bill Pmt -Check	07/25/2022	1067a		Andrea P. Gray, LLC		Checking - Truist	1,830.00		-62,507.74
Bill Pmt -Check	07/26/2022	1193		Thomas & Hutton		Bk of Madison-Cap Proj-Checking	32,515.24		-29,992.50
Bill Pmt -Check	07/26/2022	1195		Thomas & Hutton	May 29 - June 25, 2022	Bk of Madison-Cap Proj-Checking	29,992.50		0.00
Total Accounts Payable							64,337.74	0.00	0.00
Restricted Fund Balance									0.00

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
General Journal	07/01/2022	TTC-23-1	√		To reclass Facebook money held for road	Fund Balance		1,500,000.00	-1,500,000.00
Total Restricted Fund Balance							0.00	1,500,000.00	-1,500,000.00
Fund Balance									-38,236,443.11
General Journal	07/01/2022	TTC-23-1	√		To reclass Facebook money held for road	Restricted Fund Balance	1,500,000.00		-36,736,443.11
Total Fund Balance							1,500,000.00	0.00	-36,736,443.11
Intergovernmental Revenue									0.00
Social Circle - Inter Govt									0.00
Deposit	08/24/2022	Deposit		Social Circle	Pymt due back after payoff in May 22	Checking - Truist		906.94	-906.94
Check	10/25/2022	1071		Social Circle	Reimbursement of add'l GEFA pymt made even after notification to end	Checking - Truist	906.94		0.00
Total Social Circle - Inter Govt							906.94	906.94	0.00
NCWSA - Inter Govt									0.00
Deposit	10/20/2022	Deposit		Newton Co W & S	Qtr deposit	Checking - Truist		10,429.76	-10,429.76
Deposit	12/20/2022	Deposit		Newton Co W & S	Qtr deposit	Checking - Truist		10,429.76	-20,859.52
Total NCWSA - Inter Govt							0.00	20,859.52	-20,859.52
Inter Govt - Other									0.00
Invoice	12/16/2022	101		Georgia Department of Transportation	Purchase of Stream Mitigation Credits for Rivian Frontage Road	Accounts Receivable		2,735,897.66	-2,735,897.66
Total Inter Govt - Other							0.00	2,735,897.66	-2,735,897.66
Total Intergovernmental Revenue							906.94	2,757,664.12	-2,756,757.18
Grant income									0.00
2022 REBA Grant									0.00
Deposit	08/10/2022	Deposit		Georgia Housing and Fin Authority	DD #4 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		3,072,549.32	-3,072,549.32
Deposit	11/15/2022	Deposit		Georgia Housing and Fin Authority	DD #5 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		3,836,673.00	-6,909,222.32
Deposit	12/06/2022	Deposit		Georgia Housing and Fin Authority	DD #6 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		130,418.53	-7,039,640.85
Deposit	12/15/2022	Deposit		Georgia Housing and Fin Authority	DD #7 for payment of Plateau invoices	Bk of Madison-JMNW REBA #1		3,220,310.50	-10,259,951.35
Deposit	01/11/2023	Wire		Georgia Housing and Fin Authority	DD#8 for payment o Plateau, mitigation credits and reimburse JDA	Bk of Madison-JMNW REBA #1		18,968,040.94	-29,227,992.29
Deposit	02/21/2023	Deposit		Georgia Housing and Fin Authority	DD #9 Plateau and reimburse JDA	Bk of Madison-JMNW REBA #1		3,632,926.93	-32,860,919.22
Total 2022 REBA Grant							0.00	32,860,919.22	-32,860,919.22
Total Grant income							0.00	32,860,919.22	-32,860,919.22
Miscellaneous income									0.00
Invoice	01/26/2023	102		Rivian Horizon, LLC	Reimbursement of legal fees per invoice from Smith, Gambrell & Russell, LLP	Accounts Receivable		39,290.86	-39,290.86
Deposit	02/02/2023	Wire		First American Title	First Amer Title Insurance ??	Bk of Madison-Cap Proj-Checking		2,500.00	-41,790.86
Total Miscellaneous income							0.00	41,790.86	-41,790.86
Reimb NCIDA & DAWC									0.00
Check	09/27/2022	1207		Newton Co Economic Development Auth	Commission for sale of land - Rivian	Bk of Madison-Cap Proj-Checking	630,396.00		630,396.00
Check	09/27/2022	1208		Development Authority of Walton Co	Commission for sale of land - Rivian	Bk of Madison-Cap Proj-Checking	630,396.00		1,260,792.00
Total Reimb NCIDA & DAWC							1,260,792.00	0.00	1,260,792.00
Miscellaneous expense									0.00
Check	01/24/2023	1075		Jerry Silvio	Reimbursement	Checking - Truist	785.94		785.94
Total Miscellaneous expense							785.94	0.00	785.94
Owners Assoc fees									0.00
Check	01/24/2023	1234		Stanton Springs	Annual invoice for Property Owners Assoc	Bk of Madison-Cap Proj-Checking	87.30		87.30

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Total Owners Assoc fees							87.30	0.00	87.30
Professional									0.00
Accounting expense									0.00
Check	09/27/2022	1205		Treadwell, Tamplin & Co, CPA	Inv 182997 yearly services	Bk of Madison-Cap Proj-Checking	34,440.00		34,440.00
Total Accounting expense							34,440.00	0.00	34,440.00
Audit expense									0.00
Check	01/24/2023	1238		McNair, McLemore, Middlebrooks & Co	Inv 111594	Bk of Madison-Cap Proj-Checking	11,032.00		11,032.00
Total Audit expense							11,032.00	0.00	11,032.00
Consulting									0.00
Check	02/28/2023	1077		Allen Smith Consulting Inc	Inv Takeda contact	Checking - Truist	180.00		180.00
Total Consulting							180.00	0.00	180.00
Engineering expense									0.00
Engineering exp									0.00
Check	11/22/2022	1217		Precision Planning Inc	Inv 68483 Map revisions	Bk of Madison-Cap Proj-Checking	877.50		877.50
Total Engineering exp							877.50	0.00	877.50
Total Engineering expense							877.50	0.00	877.50
Legal expense									0.00
Check	07/25/2022	1067b		Andrea P. Gray, LLC	Inv #79	Checking - Truist	1,695.00		1,695.00
Check	08/23/2022	1068		Andrea P. Gray, LLC	Inv 80	Checking - Truist	3,015.00		4,710.00
Check	09/27/2022	1069		Andrea P. Gray, LLC	Inv 81	Checking - Truist	6,105.00		10,815.00
Check	10/26/2022	1070		Andrea P. Gray, LLC	Inv 82	Checking - Truist	6,975.00		17,790.00
Check	11/22/2022	1072		Andrea P. Gray, LLC	Inv 83	Checking - Truist	5,745.00		23,535.00
Check	12/20/2022	1073		Andrea P. Gray, LLC		Checking - Truist	7,215.00		30,750.00
Check	01/24/2023	1074		Andrea P. Gray, LLC	Inv 85	Checking - Truist	7,320.00		38,070.00
Check	02/28/2023	1076		Andrea P. Gray, LLC	Inv 86	Checking - Truist	8,565.00		46,635.00
Total Legal expense							46,635.00	0.00	46,635.00
Litigation expense									0.00
Check	12/20/2022	1225		Holland & Knight LLP	Inv 33003985	Bk of Madison-Cap Proj-Checking	27,593.45		27,593.45
Check	12/20/2022	1226		Holland & Knight LLP	Inv 33029690	Bk of Madison-Cap Proj-Checking	155,378.92		182,972.37
Check	12/20/2022	1227		Smith Gambrell & Russell LLP	Inv 1092097	Bk of Madison-Cap Proj-Checking	39,290.86		222,263.23
Check	12/20/2022	1228		Smith Gambrell & Russell LLP	Inv 1092099	Bk of Madison-Cap Proj-Checking	120,705.61		342,968.84
Check	12/20/2022	1229		Smith Gambrell & Russell LLP	Inv 1092098	Bk of Madison-Cap Proj-Checking	189,765.95		532,734.79
Check	01/24/2023	1243		Smith Gambrell & Russell LLP	Inv 1095517 Bond Validation appeal	Bk of Madison-Cap Proj-Checking	52,810.20		585,544.99
Check	01/24/2023	1244		Smith Gambrell & Russell LLP	Inv 1095518 Zoning Litigation	Bk of Madison-Cap Proj-Checking	23,031.50		608,576.49
Check	01/24/2023	1245		Smith Gambrell & Russell LLP	Inv 1097060 Bond financing matters	Bk of Madison-Cap Proj-Checking	1,051.64		609,628.13
Check	02/28/2023	1254		Smith Gambrell & Russell LLP	Jan 23	Bk of Madison-Cap Proj-Checking	57,182.92		666,811.05
Check	02/28/2023	1255		Holland & Knight LLP	Dec-22 thru Feb 23	Bk of Madison-Cap Proj-Checking	122,655.91		789,466.96
Total Litigation expense							789,466.96	0.00	789,466.96
Total Professional							882,631.46	0.00	882,631.46
Property taxes									0.00
Check	10/31/2022	1100		Morgan County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursement	25,145.29		25,145.29
Check	11/07/2022	1102		Social Circle	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursement	17,473.61		42,618.90
Check	01/25/2023	1101		Walton County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursement	34,994.00		77,612.90
Total Property taxes							77,612.90	0.00	77,612.90

	Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Utilities										0.00
	Check	07/06/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	67.09		67.09
	Check	07/06/2022	ACH		Snapping Shoals	acct 7283669	Checking - Truist	24.89		91.98
	Check	08/03/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		121.94
	Check	08/03/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	68.05		189.99
	Check	09/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		219.95
	Check	09/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	68.28		288.23
	Check	10/04/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		318.19
	Check	10/04/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	65.97		384.16
	Check	11/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		414.12
	Check	11/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	66.30		480.42
	Check	12/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		510.38
	Check	12/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	64.90		575.28
	Check	01/03/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		605.24
	Check	01/03/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	63.93		669.17
	Check	02/01/2023	AC		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		699.13
	Check	02/01/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.83		761.96
Total Utilities								761.96	0.00	761.96
Debt Service										0.00
02 GEFA Principal										0.00
	Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	Checking - Truist	10,951.46		10,951.46
	Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	Checking - Truist	11,075.58		22,027.04
	Check	01/10/2023	ACH		GEFA	Final pymt	Checking - Truist	11,203.02		33,230.06
Total 02 GEFA Principal								33,230.06	0.00	33,230.06
02 GEFA Interest expense										0.00
	Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	Checking - Truist	385.24		385.24
	Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	Checking - Truist	261.12		646.36
	Check	01/10/2023	ACH		GEFA	Final pymt	Checking - Truist	131.31		777.67
Total 02 GEFA Interest expense								777.67	0.00	777.67
Total Debt Service								34,007.73	0.00	34,007.73
Interest income										0.00
Interest income - banks										0.00
	Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-Cap Proj-Checking		67.20	-67.20
	Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-Cap Proj-MMA		1,022.06	-1,089.26
	Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-MMA	762.07		-1,851.33
	Deposit	08/31/2022	Deposti		Bank of Madison	August interest	Bk of Madison-MMA	1,390.20		-3,241.53
	Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Bk of Madison-Cap Proj-Checking	127.92		-3,369.45
	Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Bk of Madison-Cap Proj-MMA		1,817.94	-5,187.39
	Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-MMA	1,888.37		-7,075.76
	Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-Cap Proj-Checking	145.96		-7,221.72
	Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-Cap Proj-MMA		2,392.83	-9,614.55
	Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Bk of Madison-Cap Proj-Checking	130.57		-9,745.12
	Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Bk of Madison-Cap Proj-MMA		1,632.54	-11,377.66
	Deposit	10/31/2022	Deposit		Bank of Madison	Octobe interest	Bk of Madison-MMA	2,061.87		-13,439.53
	Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-MMA	2,246.99		-15,686.52
	Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-Cap Proj-Checking	98.70		-15,785.22
	Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-Cap Proj-MMA		1,779.12	-17,564.34
	Deposit	12/31/2022	Deposit		Bank of Madison	Dec interest	Bk of Madison-Cap Proj-Checking	58.44		-17,622.78
	Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Bk of Madison-Cap Proj-MMA		2,036.40	-19,659.18
	Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Bk of Madison-MMA	2,680.07		-22,339.25
	Deposit	01/31/2023	Deposit		Bank of Madison	Interest	Bk of Madison-MMA	3,245.82		-25,585.07

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	01/31/2023	Dep		Bank of Madison	Jan interest	Bk of Madison-Cap Proj-Checking		99.93	-25,685.00
Deposit	01/31/2023	Deposit		Bank of Madison	January interest	Bk of Madison-Cap Proj-MMA		1,977.07	-27,662.07
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Bk of Madison-MMA		3,681.98	-31,344.05
Deposit	02/28/2023	Deposti		Bank of Madison	February interest	Bk of Madison-Cap Proj-MMA		2,242.74	-33,586.79
Total Interest income - banks							0.00	33,586.79	-33,586.79
Interest income - Other									0.00
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Bk of Madison-Cap Proj-Checking		94.55	-94.55
Total Interest income - Other							0.00	94.55	-94.55
Total Interest income							0.00	33,681.34	-33,681.34
Capital Outlay									0.00
Land purchase									0.00
North Stanton Springs									0.00
Check	07/08/2022	Wire		WSG Land, LLC	Purchase of approx 272.50ac 2058 Darel Dr Walton Co	Bk of Madison-JMNW Disbursement	18,313,356.49		18,313,356.49
Check	08/04/2022	Wire		Sara Tuell, Thomas Verner, William Verner	Purchase of approx 486.356ac Morgan Co	Bk of Madison-JMNW Disbursement	12,819,566.13		31,132,922.62
Check	08/11/2022	Wire		Callaway Title Escrow, LLC	Purchase of 39.984 Jenkins Old Mill Rd Morgan Co	Bk of Madison-Cap Proj-MMA	2,830,480.58		33,963,403.20
Deposit	08/23/2022	Deposit		Sandra Latimer	Refund from closing difference	Bk of Madison-Cap Proj-Checking		2.34	33,963,400.86
Check	09/02/2022	Wire		Callaway Title Escrow, LLC	Purchase land?	Bk of Madison-JMNW Disbursement	74,000.00		34,037,400.86
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Jerry Felton Gowden	Bk of Madison-JMNW Disbursement		6.43	34,037,394.43
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Tonia Paramore	Bk of Madison-JMNW Disbursement		8.35	34,037,386.08
Total North Stanton Springs							34,037,403.20	17.12	34,037,386.08
Land acquisition cost									0.00
Deposit	07/08/2022	Deposit		Callaway Title Escrow, LLC	Option pymnt returned at closing	Bk of Madison-Cap Proj-Checking		100,000.00	-100,000.00
Deposit	08/04/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Bk of Madison-Cap Proj-Checking		10,000.00	-110,000.00
Deposit	08/11/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Bk of Madison-Cap Proj-Checking		10,000.00	-120,000.00
Total Land acquisition cost							0.00	120,000.00	-120,000.00
Total Land purchase							34,037,403.20	120,017.12	33,917,386.08
Stanton Springs North									0.00
Stanton Sp North - Construction									0.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #1	Bk of Madison-JMNW REBA #1	1,500,000.00		1,500,000.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #2	Bk of Madison-JMNW REBA #1	1,500,000.00		3,000,000.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #3	Bk of Madison-JMNW REBA #1	836,673.00		3,836,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #1 grading work	Bk of Madison-JMNW REBA #1	1,500,000.00		5,336,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #2 grading work	Bk of Madison-JMNW REBA #1	1,500,000.00		6,836,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #3 grading work	Bk of Madison-JMNW REBA #1	220,310.50		7,056,983.50
Check	01/13/2023	Wire		Plateau Excavation Inc	App #3 Wire Site work	Bk of Madison-JMNW REBA #1	2,438,738.77		9,495,722.27
Check	02/21/2023	Wire		Plateau Excavation Inc	App # 4 Wire	Bk of Madison-JMNW REBA #1	3,614,518.49		13,110,240.76
Total Stanton Sp North - Construction							13,110,240.76	0.00	13,110,240.76
Rivian - Expenses									0.00
Check	07/26/2022	1192		Allen Smith Consulting Inc	Inv 13228 EDGE grant admin	Bk of Madison-Cap Proj-Checking	180.00		180.00
Check	07/26/2022	1194		Cornerstone Government Affairs, Inc.	Inv 072022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		20,180.00

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	08/23/2022	1196		Allen Smith Consulting Inc	Inv #13227	Bk of Madison-Cap Proj-Checking	2,000.00		22,180.00
Check	08/23/2022	1197		Allen Smith Consulting Inc	Inv #13237	Bk of Madison-Cap Proj-Checking	2,200.00		24,380.00
Check	08/23/2022	1199		Thomas & Hutton	Inv #0225373 ALTA survey	Bk of Madison-Cap Proj-Checking	9,135.00		33,515.00
Check	08/23/2022	1200		Cornerstone Government Affairs, Inc.	Inv 082022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		53,515.00
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	Bk of Madison-Cap Proj-Checking	6,250.00		59,765.00
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project Adventure - JDA resp	Bk of Madison-Cap Proj-Checking	12,440.25		72,205.25
Check	09/27/2022	1204		Cornerstone Government Affairs, Inc.	Inv 092022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		92,205.25
Check	09/27/2022	1206		Allen Smith Consulting Inc	Inv 13263 REBA Project Adventure admin	Bk of Madison-Cap Proj-Checking	1,800.00		94,005.25
Check	10/25/2022	1209		Allen Smith Consulting Inc	Inv 13284	Bk of Madison-Cap Proj-Checking	2,000.00		96,005.25
Check	10/25/2022	1210		Cornerstone Government Affairs, Inc.	Inv 102022 Monthly servcives	Bk of Madison-Cap Proj-Checking	20,000.00		116,005.25
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	Bk of Madison-Cap Proj-Checking	63,905.10		179,910.35
Check	11/22/2022	1216		Cornerstone Government Affairs, Inc.	Inv 112022 Monthly services	Bk of Madison-Cap Proj-Checking	10,000.00		189,910.35
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	Bk of Madison-Cap Proj-Checking	4,180.00		194,090.35
Check	12/20/2022	1223		Allen Smith Consulting Inc		Bk of Madison-Cap Proj-Checking	1,000.00		195,090.35
Check	12/20/2022	1224		Cornerstone Government Affairs, Inc.		Bk of Madison-Cap Proj-Checking	10,000.00		205,090.35
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	Bk of Madison-Cap Proj-Checking	63,802.00		268,892.35
Check	01/24/2023	1233		Cornerstone Government Affairs, Inc.		Bk of Madison-Cap Proj-Checking	10,000.00		278,892.35
Check	01/24/2023	1237		Allen Smith Consulting Inc	Inv 13370 Grant adminb	Bk of Madison-Cap Proj-Checking	600.00		279,492.35
Check	02/28/2023	1246		Allen Smith Consulting Inc	Inv 13307 Grant Admin	Bk of Madison-Cap Proj-Checking	1,000.00		280,492.35
Check	02/28/2023	1247		Allen Smith Consulting Inc	Inv 13409	Bk of Madison-Cap Proj-Checking	1,350.00		281,842.35
Check	02/28/2023	1248		Allen Smith Consulting Inc	Inv 13410	Bk of Madison-Cap Proj-Checking	700.00		282,542.35
Check	02/28/2023	1249		Cornerstone Government Affairs, Inc.	Inc JDA-022023	Bk of Madison-Cap Proj-Checking	10,000.00		292,542.35
Check	02/28/2023	1250		Andrea P. Gray, LLC	Inv 8 REimburseable Project expenses	Bk of Madison-Cap Proj-Checking	615.00		293,157.35
Check	02/28/2023	1251		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	1,335.00		294,492.35
Check	02/28/2023	1252		Andrea P. Gray, LLC	Inv 89 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	1,515.00		296,007.35
Check	02/28/2023	1253		Andrea P. Gray, LLC	Inv 2 Stream Buffer VAriance	Bk of Madison-Cap Proj-Checking	6,045.00		302,052.35
Check	02/28/2023	1256		Thomas & Hutton	Inv 0232797 Rivian Special Inspection	Bk of Madison-Cap Proj-Checking	18,408.44		320,460.79
Check	02/28/2023	1257		Thomas & Hutton	Inv 0233899 Rivian Special Inspection	Bk of Madison-Cap Proj-Checking	27,800.19		348,260.98
Total Rivian - Expenses							348,260.98	0.00	348,260.98
Rivian - Reimbursable Expenses									0.00
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	Bk of Madison-Cap Proj-Checking	48,814.94		48,814.94
Check	09/27/2022	1201		Thomas & Hutton	Inv #0223345 ALTA survey	Bk of Madison-Cap Proj-Checking	17,266.35		66,081.29
Check	09/27/2022	1202		Thomas & Hutton	Inv #0226607 ALTA survey dated July 7	Bk of Madison-Cap Proj-Checking	13,180.00		79,261.29

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project Adventure - REBA resp	Bk of Madison-Cap Proj-Checking	42,022.24		121,283.53
Check	10/25/2022	1211		Thomas & Hutton	Inv #0227531 Proj Adv ALTA Survey	Bk of Madison-Cap Proj-Checking	12,666.40		133,949.93
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	Bk of Madison-Cap Proj-Checking	84,126.26		218,076.19
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	Bk of Madison-Cap Proj-Checking	47,889.55		265,965.74
Check	11/22/2022	1214		Thomas & Hutton	Inv #0228954 ALTA survey	Bk of Madison-Cap Proj-Checking	34,126.25		300,091.99
Check	11/22/2022	1215		Thomas & Hutton	Inv #0229810 Rivian	Bk of Madison-Cap Proj-Checking	125,379.69		425,471.68
Check	11/22/2022	1218		Andrea P. Gray, LLC	Inv #6 Reimb Project Exp	Bk of Madison-Cap Proj-Checking	8,650.00		434,121.68
Check	11/22/2022	1219		Andrea P. Gray, LLC	Inv #1 Rivian Zoning	Bk of Madison-Cap Proj-Checking	11,310.00		445,431.68
Check	11/22/2022	1220		Andrea P. Gray, LLC	Inv #2 Project Adventure Bonds	Bk of Madison-Cap Proj-Checking	4,110.00		449,541.68
Check	11/22/2022	1221		Andrea P. Gray, LLC	Inv #1 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	1,200.00		450,741.68
Check	12/20/2022	1222		Thomas & Hutton		Bk of Madison-Cap Proj-Checking	29,777.32		480,519.00
Check	12/20/2022	1230		Thomas & Hutton	Inv 0231073 ALTA survey	Bk of Madison-Cap Proj-Checking	2,565.00		483,084.00
Check	12/20/2022	1231		Thomas & Hutton	Inv 0231072	Bk of Madison-Cap Proj-Checking	1,990.00		485,074.00
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	Bk of Madison-Cap Proj-Checking	72,595.85		557,669.85
Check	01/20/2023	Wire		Georgia-Alabama Land Trust Inc	Mitigation credits purchased	Bk of Madison-Cap Proj-Checking	2,920,000.00		3,477,669.85
Check	01/24/2023	1235		Thomas & Hutton	Inv 0233052 ALTA survey	Bk of Madison-Cap Proj-Checking	1,910.00		3,479,579.85
Check	01/24/2023	1236		Thomas & Hutton	Inv 0232770 Project Adventure	Bk of Madison-Cap Proj-Checking	45,381.48		3,524,961.33
Check	01/24/2023	1239		Andrea P. Gray, LLC	Inv 1 Stream Buffer Variance	Bk of Madison-Cap Proj-Checking	1,005.00		3,525,966.33
Check	01/24/2023	1240		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	4,125.00		3,530,091.33
Check	01/24/2023	1241		Andrea P. Gray, LLC	Inv 86 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	2,280.00		3,532,371.33
Check	01/24/2023	1242		Andrea P. Gray, LLC	Inv 7 Reimbursable Project Expenses	Bk of Madison-Cap Proj-Checking	3,060.00		3,535,431.33
Total Rivian - Reimbursable Expenses							3,535,431.33	0.00	3,535,431.33
Rivian - State Reimbursements									0.00
Check	01/13/2023	Wire		Wright Brothers Construction Co LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	2,553,895.85		2,553,895.85
Check	01/13/2023	Wire		Hard Labor Creek Mitigation LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	3,011,764.00		5,565,659.85
Check	01/13/2023	Wire		Savannah River Basin Group LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	4,702,670.07		10,268,329.92
Check	01/13/2023	Wire		Little Sandy Creed Mitigation 2 LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	5,742,904.44		16,011,234.36
Total Rivian - State Reimbursements							16,011,234.36	0.00	16,011,234.36
Total Stanton Springs North							33,005,167.43	0.00	33,005,167.43
Total Capital Outlay							67,042,570.63	120,017.12	66,922,553.51
TOTAL							118,059,328.44	118,059,328.44	0.00



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

March 21, 2023

Ms. Andrea Gray
JDA – Jasper, Morgan, Newton & Walton County
300 East Church Street
Monroe, GA 30655

Re: JDA – Project Adventure
Stanton Springs General Consulting
Invoice # 0235438
T&H Job # J-26900.0001
Breakdown of Expenditures
January 29, 2023 to February 25, 2023

Dear Andrea:

Please find attached invoices for engineering services performed during the month of February. The projects, descriptions, and costs are itemized as follows:

General Consulting

A010 – Meetings / Calls (Extra time due to Legal issues, calls, consultation)

Consultant (Forbes)	9 hours @	\$ 280.00	=	\$ 2,520.00
Project Manager V (Chambless)	2 hours @	\$ 230.00	=	\$ 460.00
Project Manager I (Kevin Forbes)	2 hours @	\$ 170.00	=	\$ 340.00
				\$ 3,320.00

A010 – Legal – Calls, Testing, Prep, Exhibit, Cost Estimates, Plans

Consultant (Forbes)	25 hours @	\$ 280.00	=	\$ 7,000.00
Project Manager V (Chambless)	11 hours @	\$ 230.00	=	\$ 2,530.00
Project Manager IV (Greene)	21.5 hours @	\$ 210.00	=	\$ 4,515.00
Project Manager II (Rife)	2.5 hours @	\$ 185.00	=	\$ 462.50
Project Manager I (Kevin Forbes)	17 hours @	\$ 170.00	=	\$ 2,890.00
Engineering Tech IV (Greene)	33 hours @	\$ 160.00	=	\$ 5,280.00
Landscape Architect V (Thompson)	4 hours @	\$ 230.00	=	\$ 920.00
				\$ 23,597.50

F010 – Wetland Permit Drawings (Revised per GDOT Additions)

(Subcontractors – Revised Permit)

Engineering Tech IV (Greene)	13 hours @	\$ 160.00	=	\$ 2,080.00
				\$ 2,080.00

J010 – Adventure Coordination

Consultant (Forbes)	7 hours @	\$ 280.00	=	\$ 1,960.00
Project Manager I (Kevin Forbes)	8.5 hours @	\$ 170.00	=	\$ 1,445.00
				\$ 3,405.00

K010 – Water and Sewer Coordination – Meeting with Mike on Plan and Schedule

Consultant (Forbes)	1 hour @	\$ 280.00	=	\$ 280.00
				\$ 280.00

O010 – Wetland Jurisdictional Request/Permit

RLC Invoice			=	\$ 8,625.00
RLC Invoice			=	\$ 2,722.63
				\$ 11,347.63

R010 – Buffer Variance Request

RLC Invoice			=	\$ 3,389.63
RLC Invoice			=	\$ 2,803.13
				\$ 6,192.76

B510 – Rough Grading Plans

Project Manager I (Kevin Forbes)	5.5 hours @	\$ 170.00	=	\$ 935.00
Designer I (Fuller)	10 hours @	\$ 125.00	=	\$ 1,250.00
Engineering Tech IV (Greene)	7 hours @	\$ 160.00	=	\$ 1,120.00
				\$ 3,305.00

C510 – Clearing & Erosion Control Design (updated based on conditions/EPD comments)

Project Manager I (Kevin Forbes)	4.5 hours @	\$ 170.00	=	\$ 765.00
				\$ 765.00

D610 – EPD – Over 50 Acres (Address additional comments from EPD on plans, Seven Day Letters with EPD)

Project Manager I (Kevin Forbes)	5 hours @	\$ 170.00	=	\$ 850.00
Designer I (McClellan)	1 hour @	\$ 125.00	=	\$ 125.00
				\$ 975.00

A720 – Construction Management – Pad Grading/Pay App/CO Request Process/Pond/Relocation

Consultant (Forbes)	1 hour @	\$ 280.00	=	\$ 280.00
Project Manager V (Chambless)	1.5 hours @	\$ 230.00	=	\$ 345.00
Project Manager I (Kevin Forbes)	12 hours @	\$ 170.00	=	\$ 2,040.00
				\$ 2,665.00

B720 – Construction Meetings / Pad Grading (Meetings with Plateau / Byron Const)

Consultant (Forbes)	5 hours @	\$ 280.00	=	\$ 1,400.00
Project Manager V (Chambless)	1 hour @	\$ 230.00	=	\$ 230.00
Project Manager IV (Greene)	8 hours @	\$ 210.00	=	\$ 1,680.00
Project Manager I (Kevin Forbes)	7.5 hours @	\$ 170.00	=	\$ 1,275.00
				\$ 4,585.00

Ms. Andrea Gray
JDA – Jasper, Morgan, Newton & Walton County
March 21, 2023
Page 3

9999 – Reimbursable Expenses

Mileage / Materials

\$ 83.64

TOTAL INVOICE FOR J – 26900.0001

\$ 62,601.53

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON



Ralph L. Forbes, P.E.

RLF/fmb

Enclosures

Invoice

Atlanta | Brunswick | Savannah | **Georgia**
 Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**
 Charlotte | Raleigh-Durham | **North Carolina**
 Nashville | **Tennessee**

Remit to: P.O. Box 936164
Atlanta, GA 31193-6164
Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County
 Attn: Steve Jordan
 PO Box 89
 Monroe, GA 30655

March 9, 2023
 Project No: 26900.0001
 Invoice No: 0235438

JDA - Project Adventure Covington, GA**Professional Services from January 29, 2023 to February 25, 2023**

Phase / Task:	Description of work	Contract / Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
0010	General Consulting					
A010	Meetings/Calls	\$150,000.00	\$103,787.50	\$130,705.00	\$26,917.50	\$19,295.00
B010	Schedules & GANT Charts	\$24,000.00	\$23,665.00	\$23,665.00	\$0.00	\$335.00
C010	Rezoning	\$17,701.25	\$17,701.25	\$17,701.25	\$0.00	\$0.00
D010	Phase 1 ESA	\$4,025.00	\$4,025.00	\$4,025.00	\$0.00	\$0.00
E010	(Preliminary only) Geotechnical	\$28,750.00	\$28,750.00	\$28,750.00	\$0.00	\$0.00
F010	Wetland Permit Drawings	\$34,587.50	\$32,507.50	\$34,587.50	\$2,080.00	\$0.00
G010	Wetland Delineation	\$40,250.00	\$40,250.00	\$40,250.00	\$0.00	\$0.00
H010	Phase 1 Cultural Resources Investigation	\$293,915.74	\$293,915.74	\$293,915.74	\$0.00	\$0.00
I010	GDOT Coordination	\$52,000.00	\$51,960.00	\$51,960.00	\$0.00	\$40.00
J010	Adventure Coordination	\$100,000.00	\$92,330.00	\$95,735.00	\$3,405.00	\$4,265.00
K010	Water & Sewer Coordination	\$8,110.00	\$7,830.00	\$8,110.00	\$280.00	\$0.00
L010	Natural Gas Coordination	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
M010	Power Coordination	\$1,000.00	\$450.00	\$450.00	\$0.00	\$550.00
N010	DRI	\$6,130.00	\$6,130.00	\$6,130.00	\$0.00	\$0.00
O010	Wetland Jurisdictional Request / Permit	\$119,000.00	\$107,046.01	\$118,393.64	\$11,347.63	\$606.36
P010	Threatened & Endangered Species	\$2,875.00	\$2,875.00	\$2,875.00	\$0.00	\$0.00
Q010	Buffer Variance Drawings	\$18,427.50	\$18,427.50	\$18,427.50	\$0.00	\$0.00
R010	Buffer Variance Request	\$34,600.00	\$28,384.31	\$34,577.07	\$6,192.76	\$22.93
0350	Geotechnical Report					
A350	Asbestos Survey / TCLP-Pb Testing and Reports	\$34,212.50	\$34,212.50	100%	\$0.00	\$0.00
B350	Limited Site Investigation (LSI)	\$11,356.25	\$11,356.25	100%	\$0.00	\$0.00
C350	LSI - Unity Gas Station	\$12,075.00	\$12,075.00	100%	\$0.00	\$0.00
D350	UST Removal / Closure Permitting	\$82,910.98	\$82,910.98	100%	\$0.00	\$0.00
0465	ALTA/NSPS Land Title Survey					
B465	ALTA Survey	\$1,280.00	\$1,280.00	\$1,280.00	\$0.00	\$0.00
0510	Engineering Design					
A510	Site Plan	\$7,947.50	\$7,947.50	\$7,947.50	\$0.00	\$0.00
B510	Rough Grading Plans	\$125,000.00	\$120,276.50	\$123,581.50	\$3,305.00	\$1,418.50

Payment of this invoice constitutes acceptance of contract. A Service Charge of 1.5% (18% per annum) is charged on all accounts after 45 days. A 3% service charge will be added to all credit card transactions. **When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction**

Phase / Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
	C510 Clearing & Erosion Control Design	\$48,132.50	\$47,367.50	\$48,132.50	\$765.00	\$0.00
	D510 Rail Spur Design	\$1,000.00	\$505.00	\$505.00	\$0.00	\$495.00
0610	Permits					
	B610 Walton Co - Rough Grading	\$3,500.00	\$2,910.00	\$2,910.00	\$0.00	\$590.00
	D610 EPD - Over 50 Acres	\$12,265.00	\$11,290.00	\$12,265.00	\$975.00	\$0.00
	E610 GSWCC - Rough Grading	\$7,560.00	\$7,560.00	\$7,560.00	\$0.00	\$0.00
	F610 NPDES	\$3,600.00	\$2,715.00	\$2,715.00	\$0.00	\$885.00
0720	Construction Observation					
	A720 Construction Management - Pad Grading	\$24,000.00	\$17,850.00	\$20,515.00	\$2,665.00	\$3,485.00
	B720 Construction Meetings - Pad Grading	\$50,000.00	\$41,477.50	\$46,062.50	\$4,585.00	\$3,937.50
	C720 Record Drawings - Pad Grading	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
	D720 Pad Turnover Assistance	\$18,000.00	\$4,870.00	\$4,870.00	\$0.00	\$13,130.00
9999	Reimbursable Expenses	\$5,000.00	\$4,851.99	\$4,935.63	\$83.64	\$64.37
Current Invoice Sub Totals:		\$1,393,711.72	\$1,271,490.53		\$62,601.53	\$59,619.66
Current Invoice Due					\$62,601.53	

Past Due Invoices

Number	Date	Now Due
0233900	2/13/2023	\$111,260.98
Past Due		\$111,260.98

Total Now Due \$173,862.51

Coordinator: Ralph Forbes

Project	26900.0001	JDA - Project Adventure Covington, GA	Invoice	0235438
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Billing Details:
Professional Personnel:

	Hours	Rate	Total
0010 / A010 Meetings/Calls			
Consultant	34.00	\$280.00	\$9,520.00
Project Manager V	13.00	\$230.00	\$2,990.00
Project Manager IV	21.50	\$210.00	\$4,515.00
Project Manager II	2.50	\$185.00	\$462.50
Project Manager I	19.00	\$170.00	\$3,230.00
Engineering Technician IV	33.00	\$160.00	\$5,280.00
Landscape Architect V	4.00	\$230.00	\$920.00
Totals	127.00		\$26,917.50
0010 / F010 Wetland Permit Drawings			
Engineering Technician IV	13.00	\$160.00	\$2,080.00
0010 / J010 Adventure Coordination			
Consultant	7.00	\$280.00	\$1,960.00
Project Manager I	8.50	\$170.00	\$1,445.00
Totals	15.50		\$3,405.00
0010 / K010 Water & Sewer Coordination			
Consultant	1.00	\$280.00	\$280.00
0010 / O010 Wetland Jurisdictional Request / Permit			
Consultant-Environmental (Wetlands)			
1/5/2023 RLC			\$8,625.00
2/6/2023 RLC			\$2,722.63
0010 / R010 Buffer Variance Request			
Consultant-Environmental (Wetlands)			
1/5/2023 RLC			\$3,389.63
1/31/2023 RLC			\$2,803.13
0510 / B510 Rough Grading Plans			
Project Manager I	5.50	\$170.00	\$935.00
Designer I	10.00	\$125.00	\$1,250.00
Engineering Technician IV	7.00	\$160.00	\$1,120.00
Totals	22.50		\$3,305.00
0510 / C510 Clearing & Erosion Control Design			
Project Manager I	4.50	\$170.00	\$765.00
0610 / D610 EPD - Over 50 Acres			
Project Manager I	5.00	\$170.00	\$850.00
Designer I	1.00	\$125.00	\$125.00
Totals	6.00		\$975.00
0720 / A720 Construction Management - Pad Grading			
Consultant	1.00	\$280.00	\$280.00
Project Manager V	1.50	\$230.00	\$345.00
Project Manager I	12.00	\$170.00	\$2,040.00
Totals	14.50		\$2,665.00
0720 / B720 Construction Meetings - Pad Grading			
Consultant	5.00	\$280.00	\$1,400.00
Project Manager V	1.00	\$230.00	\$230.00
Project Manager IV	8.00	\$210.00	\$1,680.00
Project Manager I	7.50	\$170.00	\$1,275.00
Totals	21.50		\$4,585.00

Payment of this invoice constitutes acceptance of contract. A Service Charge of 1.5% (18% per annum) is charged on all accounts after 45 days. A 3% service charge will be added to all credit card transactions. **When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction**

Project	26900.0001	JDA - Project Adventure Covington, GA	Invoice	0235438
9999	Reimbursable Expenses			
Mileage\Parking\Tolls				
1/30/2023				\$78.60
Materials				
2/21/2023				\$5.04
		Total Reimbursables		\$83.64

Invoice

Atlanta | Brunswick | Savannah | **Georgia**
Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**
Charlotte | Raleigh-Durham | **North Carolina**
Nashville | **Tennessee**

Remit to: P.O. Box 936164
Atlanta, GA 31193-6164
Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County
Attn: Steve Jordan
PO Box 89
Monroe, GA 30655

March 9, 2023
Project No: 29287.0001
Invoice No: 0235474

JDA - Project Adventure ALTA Survey**Professional Services from January 29, 2023 to February 25, 2023**

Phase / Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
0465	ALTA/NSPS Land Title Survey					
A465	ALTA Survey	\$311,382.12	\$311,382.12	\$311,382.12	\$0.00	\$0.00
B465	Title Commitment Review	\$2,935.00	\$2,935.00	\$2,935.00	\$0.00	\$0.00
C465	Road Quit Claim Exhibits and Legals	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00
D465	State Property Commission Exhibits	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00
E465	Final ALTA for Rivian (late in year)	\$47,000.00	\$36,467.75	\$36,467.75	\$0.00	\$10,532.25
G465	Recombination Plat	\$15,000.00	\$10,550.00	\$10,550.00	\$0.00	\$4,450.00
H465	Staking of Frontage Road	\$24,000.00	\$21,266.25	\$24,000.00	\$2,733.75	\$0.00
I465	Rivian Training Center Boundary Survey	\$12,000.00	\$0.00	\$1,202.50	\$1,202.50	\$10,797.50
Current Invoice Sub Totals:		\$429,817.12	\$400,101.12		\$3,936.25	\$25,779.75
Current Invoice Due					\$3,936.25	

Coordinator: Christopher Baldwin

Billing Details:

Professional Personnel:		Hours	Rate	Total
0465 / H465	Staking of Frontage Road			
	Survey Party 2-Man	15.00	\$185.00	\$2,775.00
0465 / I465	Rivian Training Center Boundary Survey			
	Survey Party 2-Man	6.50	\$185.00	\$1,202.50



Invoice for Professional Services

Allen-Smith Consulting, Inc.

405 Nunnally Farm Road, Monroe, GA 30655
(770) 207-0142

BILL TO
Joint Development Authority - Jasper, Morgan, Newton, & Walton P. O. Box 826 Monroe, GA 30655
Attn: Andrea Gray
andrea@andreagray.com

Invoice Date	Invoice #
March 21, 2023	13450

Job #:	JDA-728-22
Job Description:	JDA Jasper Morgan Newton Walton 2022 REBA #1 - Project Adventure
Grant #	22pd-MCR-5-5072

Grant Administration - 304

Grant administration services provided for this period, for the Joint Development Authority's 2022 REBA grant in accordance with our contract.

Phase	Code	Phase Fee	% Complete	Fee Earned To Date	Previously Billed	Current Billing
Grant Award Process	201	\$ 10,000.00	100%	\$ 10,000.00	\$ 10,000.00	\$ -
Project Financial Management	202	\$ 10,000.00	85%	\$ 8,500.00	\$ 8,200.00	\$ 300.00
General & Special Conditions Compliance	203	\$ 10,000.00	84%	\$ 8,400.00	\$ 8,100.00	\$ 300.00
Totals To Date:		\$ 30,000.00		\$ 26,900.00	\$ 26,300.00	\$ 600.00

Administration Fees (original contract) Due This Invoice

\$ 600.00

Phase	Code	Date	Services	Period	Billed	Billing
	205		\$ -	0.00		

Total Hourly Charges Due this Invoice

\$ -

Hourly Rate as per our contract is \$125.00

Total Current Invoice

\$ 600.00

Cornerstone Government Affairs

800 Maine Avenue, SW, 7th Floor
Washington, DC 20024
202-448-9565
accounting@cgagroup.com



INVOICE

BILL TO
Joint Development Authority of Jasper, Morgan, Newton, & Walton Counties
127 1/2 N. Broad Street,
Suite 6
P.O. Box 826
Monroe, GA 30655

INVOICE JDA-032023
DATE 03/01/2023
TERMS Net 30
DUE DATE 03/31/2023

DESCRIPTON AND SERVICE PERIOD	AMOUNT
-------------------------------	--------

Please remit for Public Affairs services rendered in March 2023.	10,000.00
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Please contact Alexandra Lopez at 787-590-6906 or via email at alopez@cgagroup.com should you have any questions/concerns.

BALANCE DUE **\$10,000.00**



Andrea P. Gray LLC
Attorney at Law

INVOICE

Invoice # 87
Date: 03/22/2023
Due On: 04/21/2023

Law Office of Andrea Gray, LLC

300 E. Church Street
Monroe, Georgia 30655
United States

Joint Development Authority of Jasper, Morgan, Newton and Walton Counties

00007-Joint Development Authority of Jasper, Morgan, Newton and Walton Counties

General Legal Representation

Type	Date	Notes	Quantity	Rate	Total
Service	02/22/2023	Conference with Jerry Silvio and Shane Short regarding Agenda for Authority meeting and preparation; Conference with Allison Dyer regarding Takeda updates; Update JDA meeting Agenda; Prepare for JDA meeting; Update minutes and packet	3.00	\$150.00	\$450.00
Service	02/23/2023	Prepare meeting packet for February meeting; Coordinate with all vendors and compile summaries to include in packet; Forward packet to JDA members; Prepare for JDA meeting	4.00	\$150.00	\$600.00
Service	02/24/2023	Finalize and distribute MOU with GDOT regarding lights and maintenance of frontage road	0.30	\$150.00	\$45.00
Service	02/25/2023	Review and revise FAQ and preparation of correspondence to Ben Sheidler regarding same	1.00	\$150.00	\$150.00
Service	02/27/2023	Prepare for JDA meeting; Coordination regarding finalization of FAQ; Correspondence with Meta attorneys regarding follow-up meeting; Receipt and review of plat from Ralph Forbes	1.50	\$150.00	\$225.00
Service	02/28/2023	Prepare for, travel and attend JDA meeting; Download video and upload to website; Correspondence with Takeda attorney regarding final GDOT option; Correspondence with Keeley Smith regarding JDA docs for signature; Conference with Serra Hall regarding JDA meeting prep; Finalize and upload FAQ to website; Coordination with Ben Riden regarding infrastructure agreement and language in FAQ	7.00	\$150.00	\$1,050.00

Service	03/01/2023	Process executed documents from JDA meeting and email to appropriate parties; Coordinate with Keeley Smith regarding REBA grant draw; Conference with Steve Jordan; Conference with Ben Riden; Update and provide contract review to Shane Short; Preparation of correspondence to Authority with follow-up information from meeting; Correspondence with Takeda attorney regarding GDOT easement; Correspondence with Meta attorneys regarding plat and scheduling of meeting; Receipt and review of correspondence from Martie Kinard regarding Meta meeting; Forward lawsuit information to Ben Sheidler	3.00	\$150.00	\$450.00
Service	03/02/2023	Prepare responses and revisions to Morgan County SDS submission per DCA request and forward same to Adam Mestres; Prepare updates to Walton County SDS and provide list of map revisions needed to Jimmy Parker; Assist in processing of grant draw documents; Preparation of correspondence to Scott Tollison regarding SDS mapping	2.20	\$150.00	\$330.00
Service	03/03/2023	Conference with Jerry Silvio regarding updates to JDA procedures during meetings	0.70	\$150.00	\$105.00
Service	03/06/2023	Upload minutes and meeting packet to JDA website; Conference with Serra Hall regarding project matter updates; Correspondence with Meta attorneys regarding plat; Receipt, review and forward REBA grant update from DCA	1.30	\$150.00	\$195.00
Service	03/08/2023	Assist in final edits to pleadings; Review development authorities laws and provide comments on same; Obtain JDA verification for Answer; Review and revise Motion to Dismiss; Coordination with Kirk F regarding same	3.00	\$150.00	\$450.00
Service	03/09/2023	Coordination with State and local team regarding site security and posting notices; Response to Deshawn Wallace open records request; Conference with Shena Applewhaite regarding ORR; Coordination with Serra Hall regarding same;	1.60	\$150.00	\$240.00
Service	03/10/2023	Prepare for and participate in conference with Meta legal and site management team regarding outstanding matters and agreements; Conference with Serra Hall and Shane Short regarding Meta matters and relations; Conference with Ben Riden regarding plat approval and Meta matters	2.20	\$150.00	\$330.00
Service	03/11/2023	Conference with Jack Wilson regarding GTC matters and timing of GDOT projects	0.20	\$150.00	\$30.00
Service	03/13/2023	Conference with Jerry Silvio regarding JDA procedures and update on Rivian and Meta matters; Receipt of inquiry from John Artz; Conference with ED team regarding general JDA matters; Review files regarding PEMB building approvals	2.50	\$150.00	\$375.00

Service	03/14/2023	Conference with Martie Kinard regarding prep for meeting with Meta; Attend virtual meeting with Meta property tax department and outside counsel; Correspondence regarding preparation for Authority meeting; Conference with Pat Malcom and Wanye Tamplin regarding financial summary request; Preparation of correspondence to Mike Kaestner regarding PEMB building approvals; Conference with Serra Hall regarding pending matters for JDA meeting	3.20	\$150.00	\$480.00
Service	03/15/2023	Receipt, review and respond to correspondence from Shena Applewaite regarding ORR; Forward same to Meta legal team; Conference with Marcello Banes and Serra Hall regarding same; Conference with Jerry Silvio regarding JDA meeting preparation; Coordination with PR team regarding recent legal matters	1.20	\$150.00	\$180.00
Service	03/16/2023	Conference with Ben Brooks, Ben Sheidler and Serra Hall regarding legal matters updates;	0.80	\$150.00	\$120.00
Service	03/16/2023	Conference with Bob Hughes regarding JDA meeting prep and ORR; Conference with Ben Sheidler regarding ORR; Conference with Serra Hall regarding JDA meeting prep	1.00	\$150.00	\$150.00
Service	03/17/2023	Conference with Karen Pachuta regarding ORR and receipt and review of correspondence with Meta regarding same; Conference with Andrew Capezzuto regarding ORR; Conference with Ben Riden; Receipt, review and respond to correspondence from Adam Mestres regarding SDS; Coordination regarding media inquiries	2.00	\$150.00	\$300.00
Service	03/20/2023	Draft Agenda for March meeting; Draft Minutes from February Meeting; Prepare for JDA meeting; Conference with Jerry Silvio regarding meeting prep; Receipt and review of email correspondence from Ben Riden regarding same; Conference with Rebecca Keefer regarding Social Circle Ordinance amendments; Receipt and review of correspondence with Meta and NC regarding ORR	4.50	\$150.00	\$675.00
Service	03/21/2023	Conference with Jerry Silvio and Serra Hall regarding meeting prep; Update Agenda; Prepare response to ORR from Joellen Artz; Prepare for Authority meeting; Conference with Ben Riden; Conference with Ben Sheidler; Correspondence with Serra Hall regarding Moore property; Assemble invoices from vendors for meeting packet	4.20	\$150.00	\$630.00
Quantity Subtotal					50.4
Quantity Total					50.4
Total					\$7,560.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
87	04/21/2023	\$7,560.00	\$0.00	\$7,560.00
Outstanding Balance				\$7,560.00
Total Amount Outstanding				\$7,560.00

Please make all amounts payable to: Law Office of Andrea Gray, LLC

Please pay within 30 days.

Georgia-Alabama Land Trust, Inc.
226 Old Ladiga Road
Piedmont, AL 36272 US
(256) 447-1006
tmorrow@galandtrust.org
www.galandtrust.org

Invoice #: SAS-
2022-00182b



BILL TO Georgia DED & JDA of Jasper, Morgan, Newton ILF	DATE 03/17/2023	PLEASE PAY \$40,000.00	DUE DATE 04/16/2023

ACTIVITY	AMOUNT
I.L.F.:I.L.F. Credits Upper Oconee Wetland Service Area - Stanton Springs; .4 Legacy wetland credits @ \$100,000 per credit (this includes a 5% temporal loss fee and a 5% administrative fee)	40,000.00

Thank you for your contribution to preserving land for present
and future generations!

TOTAL DUE	\$40,000.00
THANK YOU.	



Joint Development Authority of
Jasper, Morgan, Newton & Walton Counties

300 E. Church Street
Monroe, GA 30655

Invoice

Invoice #: 103
Invoice Date: 3/22/2023
Due Date: 3/22/2023

Bill To:
Georgia Department of Transportation
600 W. Peachtree St
Atlanta, Ga 30308
Attn: Andrew Heath, Deputy Chief Eng.

Date	Description	Amount
	Purchase of Wetland Mitigation Credits for Rivian Frontage Road	40,000.00
Total		\$40,000.00
Payments/Credits		\$0.00
Balance Due		\$40,000.00

JDA Legal Fees 3/28/2023

Andrea P. Gray, LLC

<u>Matter</u>	<u>Amount</u>	<u>Time Period</u>
Reimbursable Project Expenses	\$ 315.00	2/22/2023- 3/21/2023
Rivian Zoning Litigation	\$ 1,755.00	2/22/2023 - 3/21/2023
General Legal Representation	\$ 7,560.00	2/22/2023 - 3/21/2023
Stream Buffer Variance Appeal	\$ 720.00	2/22/2023 - 3/21/2023
TOTAL	\$ 10,350.00	

Smith Gambrell and Russell

<u>Matter</u>	<u>Amount</u>	<u>Time Period</u>
Bond Appeal	\$ 31,379.20	Feb-23
Zoning Litigation	\$ 26,740.20	Feb-23
Stream Buffer Variance Appeal	\$ 30,841.00	Feb-23
TOTAL	\$ 88,960.40	

Holland & Knight

<u>Matter</u>	<u>Amount</u>	<u>Time Period</u>
Bond Appeal	\$ 6,513.00	Feb-23
Zoning Litigation	\$ 4,400.00	Feb-23
TOTAL	\$ 10,913.00	

TOTAL	\$	110,223.40
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**SNAPPING
SHOALS**

ELECTRIC MEMBERSHIP CORPORATION

P.O. Box 73
Covington GA 30015-0073

Message from SSEMC

IS YOUR ACCOUNT INFO CORRECT? Please call us at 770-786-3484 if you need to make changes to your home phone number or other account information.

Covington Office:
14750 Brown Bridge Road
Covington, GA 30016
Office Hours: 8:00 AM - 5:00 PM Monday - Friday

Ellenwood Office:
190 Fairview Road
Ellenwood, GA 30294

4 1678

JOINT DEVELOPMENT AUTHORITY
300 E CHURCH ST
MONROE GA 30655-2508



REPORT AN OUTAGE: 678-814-4961
Automated Phone Service: 1-888-999-1416
Telephone: 770-786-3484 Website: www.ssemc.com

Bill Date: 03/07/2023



Account No.	Member No.	Service Location			Rate	Bill Type		Cycle
4283669	137412	13924 HWY 278			B1	Regular Bill		2
Meter Number	From Date	To Date	Prev Read	Pres Read	Mult	KWH Used	DMD Used	
H75300928	02/01/2023	03/03/2023	18	18	1.0	0	0.0	
Account Messages Total charges of \$29.96 will be drafted on 04/04/2023. Your account is set up to receive an Electronic Statement. Thank you for going green; paperless billing saves paper and trees.			Account Activity				Amount	
			Previous Balance				29.96	
			Payments - Thank You				-29.96	
			Balance Before Billing				\$0.00	
			Current Charges					
			Base Charge				28.00	
			Newton County Tax - 7%				1.96	
			Total Current Charges (Due by 04/04/2023)				\$29.96	
			Total Amount Due				\$29.96	

Accounts not paid in full by 5pm on the due date will be charged a \$10.00 late fee.


**SNAPPING
SHOALS**

ELECTRIC MEMBERSHIP CORPORATION

Return This Portion With Your Payment

Bill Date: 03/07/2023 Account: 4283669

CURRENT CHARGES DUE BY 04/04/2023	\$29.96
TOTAL AMOUNT DUE	\$29.96
BANK DRAFT - DO NOT PAY	



JOINT DEVELOPMENT AUTHORITY
300 EAST CHURCH ST
MONROE GA 30655-0000

Contact #: (678) 364-2384

☐ CHECK HERE TO INDICATE
ADDRESS OR PHONE NUMBER
CHANGE ON BACK.

Snapping Shoals EMC
P.O. Box 73
Covington GA 30015-0073

2



00000042836690000002996000000000202304043


**SNAPPING
SHOALS**

ELECTRIC MEMBERSHIP CORPORATION

 P.O. Box 73
Covington GA 30015-0073

Message from SSEMC

IS YOUR ACCOUNT INFO CORRECT? Please call us at 770-786-3484 if you need to make changes to your home phone number or other account information.

Covington Office:
 14750 Brown Bridge Road
 Covington, GA 30016
Office Hours: 8:00 AM - 5:00 PM Monday - Friday

Ellenwood Office:
 190 Fairview Road
 Ellenwood, GA 30294

4 1679

 JOINT DEVELOPMENT AUTHORITY
 300 E CHURCH ST
 MONROE GA 30655-2508


REPORT AN OUTAGE: 678-814-4961
Automated Phone Service: 1-888-999-1416
Telephone: 770-786-3484 Website: www.ssemc.com

Bill Date: 03/07/2023



Account No.	Member No.	Service Location			Rate	Bill Type	Cycle
4283727	137412	13924 HWY 278			B1	Regular Bill	2
Meter Number	From Date	To Date	Prev Read	Pres Read	Mult	KWH Used	DMD Used
H88641360	02/01/2023	03/03/2023	6860	7090	1.0	230	0.0
<div>Account Messages</div> <p>Total charges of \$62.54 will be drafted on 04/04/2023.</p> <p>Your account is set up to receive an Electronic Statement. Thank you for going green; paperless billing saves paper and trees.</p>			Account Activity				Amount
			Previous Balance				62.23
			Payments - Thank You				-62.23
			Balance Before Billing				\$0.00
			Current Charges				
			Electric Service 230 kWh x 0.082				18.86
			Base Charge				28.00
			Power Cost Adj. 230 kWh x 0.011674				2.69
			Sec LT 100 HPS Standard (Qty: 1)				8.90
			Newton County Tax - 7%				4.09
Total Current Charges (Due by 04/04/2023)				\$62.54			
Total Amount Due				\$62.54			
<div><div><div>292</div><div>219</div><div>146</div><div>73</div><div>0</div></div><div>M A M J J A S O N D J F M</div><div>20222023</div></div>			Month/ Year	Days			
			Mar 2023	30			
			Feb 2023	30			
			Mar 2022	31			

Accounts not paid in full by 5pm on the due date will be charged a \$10.00 late fee.


**SNAPPING
SHOALS**

ELECTRIC MEMBERSHIP CORPORATION

Return This Portion With Your Payment

Bill Date: 03/07/2023 Account: 4283727

CURRENT CHARGES DUE BY 04/04/2023	\$62.54
TOTAL AMOUNT DUE	\$62.54
BANK DRAFT - DO NOT PAY	


 JOINT DEVELOPMENT AUTHORITY
 300 EAST CHURCH ST
 MONROE GA 30655-0000

 Snapping Shoals EMC
 P.O. Box 73
 Covington GA 30015-0073

2

Contact #: (678) 364-2384


☐ CHECK HERE TO INDICATE
 ADDRESS OR PHONE NUMBER
 CHANGE ON BACK.

00000042527270000006254000000000202304049





50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

March 23, 2023

Mrs. Andrea P. Gray
I-20 JDA
300 East Church Street
Monroe, GA 30655

Re: Stanton Springs North Rough Grade
Social Circle, Georgia
Pay Request #6
J-26900.0001

Dear Mrs. Gray:

Thomas & Hutton is currently monitoring site work construction and has reviewed the enclosed Pay Application #6. We recommend a payment of \$2,985,212.38 to Plateau Excavation, Inc., and \$19,173.06 to Thomas & Hutton based on the terms outlined in article 14.02.B of the General Conditions of the Contract.

If you have any questions or concerns, please do not hesitate to call us at 912-667-4210.

Sincerely,

THOMAS & HUTTON

Kevin P. Forbes

KPF/kts
Enclosures

cc: Mr. Jason O. Chambless, P.E., Thomas & Hutton
Mr. Scott C. Greene, P.E., Thomas & Hutton
Mr. Ralph L. Forbes, P.E., Thomas & Hutton

TO CONTRACTOR:
Joint Delevelopment Authority
2105 Lee S. SW Covington, Ga. 30014

PROJECT: Rivian

JOB NO.: 22041

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

FROM SUBCONTRACTOR:
Plateau Excavation, Inc.
375 Lee Industrial Blvd.
Austell, Ga. 30167

VIA ARCHITECT:

APPLICATION NO: Six

PERIOD TO: 03/31/2023

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	42,340,247.61
2. Net change by Change Orders	\$	2,587,032.07
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	44,927,279.68
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	20,927,428.15
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	2,092,742.82
b. 10 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	2,092,742.82
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	18,834,685.34
7. LESS PREVIOUS PAYMENTS RECEIVED	\$	15,849,472.96
8. CURRENT PAYMENT DUE	\$	2,985,212.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	26,092,594.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,495,468.15	\$8,189,502.51
Total approved this Month	\$1,281,066.43	\$0.00
TOTALS	\$10,776,534.58	\$8,189,502.51
NET CHANGES by Change Order	\$2,587,032.07	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Plateau Excavation, Inc.

By: John W. Ostulanski Date: March 23, 2023

State of: Georgia County of: Cobb

Subscribed and sworn to before me this 23 day of March 2023

Notary Public: Jamie Campbell

My Commission expires: June 17, 2023

JAMIE CAMPBELL
Notary Public, Georgia
PAULDING COUNTY
My Commission Expires
JUNE 17, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet			Rivian			APPLICATION NUMBER: Six			
JOB # 22041			MONTHLY REQUISITION REPORT			APPLICATION DATE: 3/23/2023			
			AIA DOCUMENT G703			PERIOD TO: 3/31/2023			
						ARCH PROJECT NO.:			
A	B	C	D	E	F	G	H	I	
ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED NOT IN D OR E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS PERIOD	THIS PERIOD					
2	Phase 1								
3	Mobilization	1,737,800.00	1,117,415.00	86,483.00		1,203,898.00	69%	533,902.00	120,389.80
4	Erosion, Sediment, Pollution	1,304,710.00	1,242,084.00	0.00		1,242,084.00	95%	62,626.00	124,208.40
5	Demolition	1,040,263.00	990,262.50	0.00		990,262.50	95%	50,000.50	99,026.25
6	Well Abandonment	50,000.00	50,000.00	0.00		50,000.00	100%	0.00	5,000.00
7	Clearing & Grubbing	1,518,000.00	1,268,800.00	0.00		1,268,800.00	84%	249,200.00	126,880.00
8	Add'l Area Beyond Plan	483,000.00	241,500.00	0.00		241,500.00	50%	241,500.00	24,150.00
9	Topsoil Strip & Stockpile	1,496,972.10	672,380.03	75,000.00		747,380.03	50%	749,592.07	74,738.00
12	Earthwork	24,070,000.00	5,901,903.22	747,000.00		6,648,903.22	28%	17,421,096.78	664,890.32
13	Soil Cement Treatment	950,000.00	145,559.00	34,276.00		179,835.00	19%	770,165.00	17,983.50
14	Mass Rock Excavation	1,500,000.00	10,000.00	0.00		10,000.00	1%	1,490,000.00	1,000.00
15	Phase 2 COP #2								
16	Erosion/Sedimentation & Pollution Control	153,375.00	153,375.00	0.00		153,375.00	100%	0.00	15,337.50
17	Add'l Clearing/Grubbing	310,500.00	310,500.00	0.00		310,500.00	100%	0.00	31,050.00
18	Add'l Striping/Stockpile	-33,005.70	-33,005.70	0.00		-33,005.70	100%	0.00	-3,300.57
19	Earthwork (Measured Cut)	749,336.45	100,000.00	0.00		100,000.00	13%	649,336.45	10,000.00
20	Settlement Plates	30,000.00	0.00	0.00		0.00	0%	30,000.00	0.00
21	Respread Topsoil at Slopes	134,925.00	2,793.00	0.00		2,793.00	2%	132,132.00	279.30
22	Muck/Replace Unsuitable Material	600,000.00	100,000.00	0.00		100,000.00	17%	500,000.00	10,000.00
23	Slope Matting	446,482.40	446,482.00	0.00		446,482.00	100%	0.40	44,648.20
24	Slope Drains	306,533.75	306,533.75	0.00		306,533.75	100%	0.00	30,653.38
25	Stone for Creek Bottoms	0.00	0.00	0.00		0.00	0%	0.00	0.00
28	Non-Woven Geotextile Lining	61,333.33	0.00	0.00		0.00	0%	61,333.33	0.00
29	#4 Stone	214,104.00	0.00	0.00		0.00	0%	214,104.00	0.00
30	Control Structures	664,000.00	664,000.00	0.00		664,000.00	100%	0.00	66,400.00
31	Rip-Rap Spillways	46,800.00	21,700.00	0.00		21,700.00	46%	25,100.00	2,170.00
32	Grassing-Seed for 474 AC Main Pad	308,940.00	45,000.00	0.00		45,000.00	15%	263,940.00	4,500.00
33	Phase 3 COP #3								
34	Earthwork/Grading	1,271,554.50	829,624.00	55,117.50		884,741.50	70%	386,813.00	88,474.15
35	Storm Drainage	-664,000.00	-664,000.00	0.00		-664,000.00	100%	0.00	-66,400.00
36	Storm Drainage	459,592.00	306,380.00	153,190.00		459,570.00	100%	22.00	45,957.00
37	Well Closures	35,000.00	35,000.00	0.00		35,000.00	100%	0.00	3,500.00
38	Weekly Downtime Costs	941,720.00	941,720.00	0.00		941,720.00	100%	0.00	94,172.00
39	Temporary Grass	132,479.20	132,479.20	0.00		132,479.20	100%	0.00	13,247.92
40	Lime for Dying @ 2.5%	2,255,000.00	1,316,242.29	938,757.71		2,255,000.00	100%	0.00	225,500.00
41	Trench Rock with Hammer	120,000.00	5,000.00	0.00		5,000.00	4%	115,000.00	500.00
43	COP #4								
44	Weekly Time Down Costs	941,720.00	941,720.00	0.00		941,720.00	100%	0.00	94,172.00
45	COP #1	-57,326.52	-57,326.52	0.00		-57,326.52	100%	0.00	-5,732.65
46	COP #2	27,953.27	27,953.27	0.00		27,953.27	100%	0.00	2,795.33
47	COP #3	31,859.43	31,859.43	0.00		31,859.43	100%	0.00	3,185.94
48	COP #4	6,592.04	6,592.04	0.00		6,592.04	100%	0.00	659.20
49	COP #5								
50	Weekly Downtime Costs	1,177,150.00	0.00	1,177,150.00		1,177,150.00	100%	0.00	117,715.00
51	Additional House Demo	34,090.00	0.00	34,090.00		34,090.00	100%	0.00	3,409.00
52	Pond One Double Handle Mat	53,988.00	0.00	0.00		0.00	0%	53,988.00	0.00
53	Undercut Access Road	6,933.30	0.00	6,933.30		6,933.30	100%	0.00	693.33
54	COP #5	8,905.13	0.00	8,905.13		8,905.13	100%	0.00	890.51
	TOTALS	44,927,279.68	17,610,525.51	3,316,902.64	0.00	20,927,428.15	47%	23,999,851.53	2,092,742.82



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

March 21, 2023

Ms. Andrea Gray
JDA – Jasper, Morgan, Newton & Walton County
300 East Church Street
Monroe, GA 30655

Re: JDA – Rivian
Special Inspection and Materials Testing
Invoice # 0235446
T&H Job # J-26900.0003
Breakdown of Expenditures

Dear Andrea:

Please find attached invoices for engineering services performed during the month of February. The projects, descriptions, and costs are itemized as follows:

General Consulting

A010 – Miscellaneous Consulting (NPDES, Settlement Plats, Coordination of Testing

Consultant (Forbes)	1 hour @	\$ 280.00	=	\$ 280.00
Project Manager V (Chambless)	1.5 hours @	\$ 230.00	=	\$ 345.00
				\$ 625.00

A725 – Soils / Utility Backfill

Terracon Consultants, Inc. Invoice **\$ 10,361.50**

B725 – Special Inspections / Oversight

Terracon Consultants, Inc. Invoice **\$ 884.06**

D725 – NPDES

Terracon Consultants, Inc. Invoice **\$ 7,302.50**

TOTAL INVOICE FOR J – 26900.0003 \$ 19,173.06

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON

Ralph L. Forbes, P.E.

RLF/kts

Invoice

Atlanta | Brunswick | Savannah | **Georgia**
Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**
Charlotte | Raleigh-Durham | **North Carolina**
Nashville | **Tennessee**

Remit to: P.O. Box 936164
Atlanta, GA 31193-6164
Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County
Attn: Andrea Gray
300 E. Church Street
Monroe, GA 30655

March 9, 2023
Project No: 26900.0003
Invoice No: 0235446

JDA - Rivian - Special Inspection and Material Testing**Professional Services from January 29, 2023 to February 25, 2023**

Phase / Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
0010	General Consulting					
A010	Miscellaneous Consulting	\$25,000.00	\$8,670.00	\$9,295.00	\$625.00	\$15,705.00
0725	Geotechnical Construction Services					
A725	Soils / Utility Backfill	\$488,000.00	\$88,807.31	\$99,168.81	\$10,361.50	\$388,831.19
B725	Special Inspection Oversight, Project Management / Coordination, Report Review	\$68,000.00	\$4,529.58	\$5,413.64	\$884.06	\$62,586.36
C725	Asbestos Abatement, Monitoring, Visual Clearance	\$83,000.00	\$83,000.00	100%	\$0.00	\$0.00
D725	National Pollutant Discharge Elimination System (NPDES) Services	\$24,000.00	\$16,358.75	\$23,661.25	\$7,302.50	\$338.75
Current Invoice Sub Totals:		\$688,000.00	\$201,365.64		\$19,173.06	\$467,461.30

Current Invoice Due **\$19,173.06**

Past Due Invoices

Number	Date	Now Due
0232797	12/31/2022	\$18,408.44
0233899	2/13/2023	\$27,800.19
Past Due		\$46,208.63

Total Now Due **\$65,381.69**

Coordinator: Ralph Forbes

Payment of this invoice constitutes acceptance of contract. A Service Charge of 1.5% (18% per annum) is charged on all accounts after 45 days. A 3% service charge will be added to all credit card transactions. **When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction**

Billing Details:

Professional Personnel:		Hours	Rate	Total
0010 / A010	Miscellaneous Consulting			
	Consultant	1.00	\$280.00	\$280.00
	Project Manager V	1.50	\$230.00	\$345.00
	Totals	2.50		\$625.00
0725 / A725	Soils / Utility Backfill			
	Consultant-Geotechnical			
	2/25/2023 Terracon Consultants Inc			\$10,361.50
0725 / B725	Special Inspection Oversight, Project M			
	Consultant-Geotechnical			
	2/25/2023 Terracon Consultants Inc			\$884.06
0725 / D725	National Pollutant Discharge Elimination			
	Consultant-Geotechnical			
	2/25/2023 Terracon Consultants Inc			\$7,302.50

**STANTON SPRING NORTH ROUGH GRADING
PHASE 1A AND PHASE 1B
STANTON SPRINGS, GEORGIA**

**CHANGE ORDER NO. 5
J-26900.0001**

PROJECT: Stanton Spring North Rough Grade Phase 1A and Phase 1B

PROJECT NO.: J - 26900.0001 DATE: 3.23.2023

OWNER: Joint Development Authority

CONTRACTOR: Plateau Excavation, Inc.

The Contractor is hereby requested to comply with the following changes from the contract plans and specifications:

This Change Order #5 will release scope of work as outlined in Exhibit "A".

As part of this project scope of work, Contractor shall give preference to local businesses and use its best efforts to utilize subcontractors and materials which are local to Jasper, Morgan, Newton, and Walton Counties.

Additionally, Contractor will be solely responsible for the safety of its equipment and employees.


This document shall become an amendment to contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____ DATE: _____
Contractor

RECOMMENDED BY: Kevin Farber DATE: 03.23.2023
Thomas & Hutton

REVIEWED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____
Owner

Exhibit A					
<p align="center">CHANGE ORDER #5</p> <p>Project: Stanton Springs North Rough Grade Phase 1A & 1B</p> <p>Date: 3/23/2023</p> <p>Location: Social Circle, GA</p> <p>Job No.: 26900.0001</p>					
					
Item	Description	Qty	UoM	Unit Rate	Total
Additional House Demo					
1	Verner Cabin & Trailer	4,870	SF	\$ 7.00	\$ 34,090.00
	Subtotal, Additional House Demo				\$ 34,090.00
Equipment Down Time Due to Buffer Variance Appeal					
1	Equipment Down Time	5	WKS	\$ 235,430.00	\$ 1,177,150.00
	Subtotal, Equipment Down Time				\$ 1,177,150.00
Earthwork					
1	Double Handle Pond 1 Material	13,497	CY	\$ 4.00	\$ 53,988.00
2	Access Road Undercut (Terracon Report HN221205.11157)	693	CY	\$ 10.00	\$ 6,933.30
	Subtotal, Earthwork				\$ 60,921.30
P&P Bond Reconciliation					
1	COP #5	1,272,161	\$\$	\$ 0.01	\$ 8,905.13
	Subtotal, P&P Bond Reconciliation				\$ 8,905.13
TOTAL:					\$ 1,281,066.43

Original Contract Price:	\$ 42,340,247.61
Adjustments from Change Order #1:	\$ (8,189,502.51)
Adjustments from Change Order #2:	\$ 3,993,324.23
Adjustments from Change Order #3:	\$ 4,551,347.70
Adjustments from Change Order #4:	\$ 950,798.22
Adjustments from Change Order #5:	\$ 1,281,066.43

New Contract Price:	\$ 44,927,281.68
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**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY**

RE: CONSENT TO PROCEED WITH SUBDIVISION OF PARCEL

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, hereinafter the “Authority”, was duly formed under the Development Authorities Law, O.C.G.A. §36-62-1 *et seq.*; and

WHEREAS the Authority acquired and developed over 1,600 acres at the southeastern corner of I-20 and Hwy 278 into an industrial park known as Stanton Springs; and

WHEREAS the Authority is in the process of developing a 1,943.04-acre industrial park in the northeastern corner of I-20 and Hwy 278 known as Stanton Springs North; and

WHEREAS the Authority completed the purchase of the 44 parcels which comprise the 1,943.04-acre site known as Stanton Springs North in August 2022 (the “Property”); and

WHEREAS, on September 2, 2022, the Authority conveyed the Property to the Georgia Department of Economic Development (“GDED”) and simultaneously entered into a Lease Agreement providing the Authority use of the Property; and

WHEREAS, the Georgia Department of Transportation (“GDOT”) has plans to construct a four-lane road and a new interchange on the north side of I-20 on the Property; and

WHEREAS, the Technical College System of Georgia intends to construct a training facility in connection with the Rivian Automotive facility on the south west corner of the Property; and

WHEREAS, the Property must be subdivided to accommodate the Rivian project and the uses supporting the project as shown on attached Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Authority, as follows:

1. The Authority hereby consents to GDED’s subdivision of the Property based on the uses and general boundaries shown on attached Exhibit “A” subject to minor revisions as approved by GDED.
2. The Chairman and Secretary are hereby authorized to execute any documents necessary to consent to the subdivision subject to approval of the final forms of the legal documents by its legal counsel.

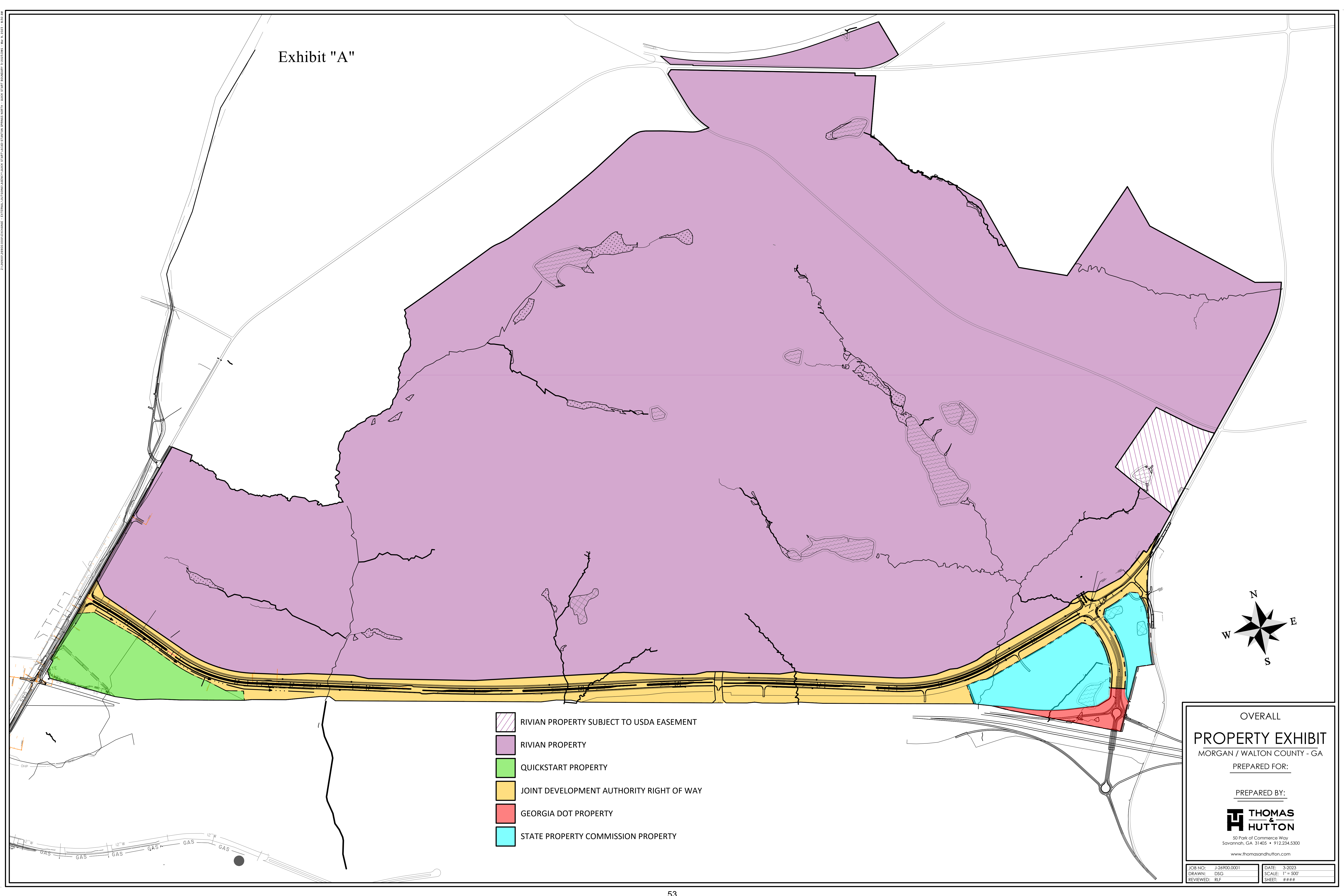
[signatures on following page]

SO RESOLVED this ____ day of _____, 2023.

The Joint Development Authority of Jasper County, Morgan County,
Newton County and Walton County

By: _____
Jerry Silvio, Chairman

Attest: _____
Bob Hughes, Secretary



**FIRST AMENDMENT TO
INFRASTRUCTURE AGREEMENT**

THIS FIRST AMENDMENT TO INFRASTRUCTURE AGREEMENT (this “**Amendment**”) is made and dated effective as of _____, 2023 (“**Effective Date**”) by and between the **JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY**, a public body corporate and politic of the State of Georgia (the “**Authority**”) and **MORNING HORNET LLC**, a Delaware limited liability company, as the successor-in-interest to Baymare LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, “**Company**”). The Authority and Company are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. **WHEREAS**, the Parties entered into that certain Infrastructure Agreement dated April 7, 2021 (the “**Agreement**”), whereby the Authority agreed to construct (or cause the construction of) certain Infrastructure Improvements on or before the deadlines set forth on **Exhibit C** of the Agreement.

B. **WHEREAS**, on the Effective Date, the Parties intended that the deadlines set forth on **Exhibit C** would serve as a placeholder until the Parties agreed upon and adopted an updated construction schedule, as the same may be further adjusted from time to time by mutual agreement of the Parties.

C. **WHEREAS**, the Parties have not yet finalized the construction schedule for the Infrastructure Improvements, and as a consequence, the Parties now desire to amend the Agreement to replace the deadline for Completion of the Frontage Road in accordance with the terms, provisions and conditions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Company hereby agree as follows:

1. Recitals. The Recitals above are incorporated into and are made a part of this Amendment by this reference. Capitalized words and phrases used herein which are not defined herein but which are defined in the Agreement shall have the meanings ascribed thereto in the Agreement.
2. Amendment. Notwithstanding anything contained in the Agreement to the contrary, including inter alia, the deadlines set forth in **Exhibit C** to the Agreement, the deadline for Completion of the Frontage Road is hereby extended to **June 30, 2024**. In addition, the third (3rd) full sentence that begins: “The Updated Schedule shall be approved...” is hereby deleted in its entirety.
3. Ratification and Reaffirmation; Conflicts. The Parties hereby acknowledge and agree that the Agreement (as amended hereby) is in full force and effect and each Party hereby ratifies and reaffirms its respective obligations arising under the Agreement, as such obligations are amended hereby. If this Amendment or any provisions contained herein conflict with the Agreement or any provisions contained therein, the provisions of this Amendment shall control to the extent of such conflict.
4. Exercise of Rights. No failure or delay on the part of any party hereto to exercise any right, power or privilege hereunder or under the Agreement or any instrument executed pursuant hereto shall

operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Counterparts. This Amendment may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Amendment, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]**

The Authority and the Company have caused this Amendment to be signed under seal, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

AUTHORITY:

**JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY,**
a public body corporate and politic of the State of
Georgia

By: _____ [SEAL]
Name: _____
Title: _____

Attest

By: _____ [SEAL]
Name: _____
Title: _____

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

COMPANY:

MORNING HORNET LLC,
a Delaware limited liability company

By: _____ [SEAL]
Name: _____
Title: _____

**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY**

**RE: TEMPORARY ACCESS EASEMENT FOR GEORGIA TRANSMISSION OVER
MORNING HORNET PROPERTY**

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, hereinafter the “Authority”, was duly formed under the Development Authorities Law, O.C.G.A. §36-62-1 *et seq.*; and

WHEREAS, the Authority acquired and developed over 1,600 acres at the southeastern corner of I-20 and Hwy 278 into an industrial park known as Stanton Springs; and

WHEREAS, the Authority is in the process of developing a 2,000-acre industrial park in the northeastern corner of I-20 and Hwy 278 known as Stanton Springs North; and

WHEREAS, the Georgia Transmission Corporation (“GTC”) is constructing a power substation and certain improvements to service the Baymare project; and

WHEREAS, the Authority owns and Morning Hornet (fka Baymare) leases approximately 600 acres on the eastern portion of Stanton Springs on which Morning Hornet is constructing a data center campus; and

WHEREAS, to undertake its construction activities, GTC requires an access easement to cross the Morning Hornet site; and

WHEREAS, the ownership structure and agreements between the Authority and Morning Hornet requires the Authority to consent to such easements; and

WHEREAS, Morning Hornet has reviewed the Temporary Access Easement and requested that the Authority approve the same in the form attached hereto subject to non-material revisions to be approved by legal counsel.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Authority, as follows:

1. The Authority Chairman or Vice Chairman and Secretary or Treasurer, as available, may execute the Temporary Access Easement in favor of GTC in substantially the same form as Exhibit “A” subject to non-material modifications and the JDA’s legal counsel review of the same.

SO RESOLVED this ____ day of _____, 2023.

The Joint Development Authority of Jasper County, Morgan County,
Newton County and Walton County

By: _____
Jerry Silvio, Chairman

Attest: _____
Bob Hughes, Secretary

Exhibit “A”

SPACE ABOVE THIS LINE IS FOR RECORDING DATA

After recording, please return to:

Chuck Scarborough
Georgia Transmission Corporation
2100 East Exchange Place
Tucker, Georgia 30084

A portion of the following Tax Parcel ID:

013-044 (Morgan County)
C1590001A00, C1590001D00 (Walton County)

STATE OF GEORGIA)
COUNTIES OF MORGAN AND WALTON)

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT (this “**Easement**”) is made as of the ____ day of _____, 2023 (the “**Effective Date**”). FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), in hand paid by **GEORGIA TRANSMISSION CORPORATION** (an Electric Membership Corporation), a Georgia Corporation (“**GTC**”) and **WALTON ELECTRIC MEMBERSHIP CORPORATION** (an Electric Membership Corporation), a Georgia Corporation (“**Walton EMC**”; GTC and Walton EMC hereinafter collectively called “**Grantee**”), the receipt and sufficiency of which is hereby acknowledged, the undersigned, **JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY** (hereinafter called “**Grantor**”) for Grantor and for Grantor’s successors, assigns, and transferees in title, does hereby grant to Grantee, its successors and assigns, a temporary easement over the Access Easement Area (as defined

below) during the Term (as defined below) (collectively, the “**Access Easement**”), for vehicular and pedestrian ingress, egress and access to and from Shire Parkway and that certain parcel of land on which Grantee intends to construct an electric substation and related facilities, together with access to any transmission line easement areas adjacent to the access easement area and serving such substation, which parcel of land is more particularly described on **Exhibit “B”** attached hereto (the “**Substation Parcel**”). The Access Easement shall be non-exclusive.

[During the Term of this Easement, Grantor shall cause the execution and delivery of a permanent access easement agreement, on substantially the same form as this Easement, which will provide GTC with permanent vehicular and pedestrian ingress, egress and access over such portion of the Grantor’s Property as depicted on a plat (or drawing) entitled “Subdivision Plat for GTC Substation and Access Easement”, prepared by Barge Design Solutions (File No. 3737600), attached hereto as **Exhibit “C-1”** and incorporated herein by reference and as more particularly described on **Exhibit “C-2”** attached hereto and incorporated herein by reference (the “**Permanent Access Easement**”).]

This Easement shall be for a term (the “**Term**”) beginning on the Effective Date and shall terminate on the later to occur of (i) fifteen (15) months after the Effective Date, and [(ii) the date upon which the Permanent Access Easement provides the Substation Parcel with permanent vehicular ingress, egress and access to and from a publicly dedicated road (the “**Permanent Access Easement ROW Connection**”)]. Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that once the Permanent Access Easement ROW Connection occurs, the temporary Access Easement granted herein shall automatically terminate and this Easement shall be of no further force and effect and shall be superseded and replaced by the Permanent Access Easement in its entirety.

Grantor is the fee owner of those certain parcels of land located in Walton County, Georgia, designated Tax Parcel ID Nos. C1590001A00 & C1590001D00 and in Morgan County, Georgia, designated Tax Parcel ID No. 013-044 (collectively, the “**Grantor’s Property**”). Morning Hornet LLC (together with its successors and/or assigns, the “**Lessee**”) is the leasehold owner of the Grantor’s Property.

Grantor hereby reserves the right unto Lessee and on behalf of Lessee, at Lessee’s expense, for Lessee to from time to time relocate and/or re-route the Access Easement Area, so long as such relocation and/or re-route (i) provides Grantee with reasonably similar access to the Substation Parcel, and (ii) is evidenced by a new or restated easement agreement executed by Lessee on the same form as this Easement, which attaches a new survey plat of the relocated easement and approved by Grantee in Grantee’s reasonable discretion. [For purposes of subsection (ii) hereof, the Grantor acknowledges and agrees that any such relocation and/or re-route can be effected by an amendment executed by Lessee and consented to by Grantee, without need for further action of the Grantor hereunder.] The initial location of the Access Easement granted hereby shall be located upon a portion of the private roads and/or vehicular paths located upon the Grantor’s Property, as approximately depicted on a plat (or drawing) entitled [_____], attached hereto as **Exhibit “A”** (the “**Access Easement Area**”).

The Grantor reserves, on its behalf and on behalf of the Lessee, the right to use the Access Easement Area for any purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, or repair of, access to, or extensions or additions to, the utility lines and/or other facilities located within the Substation Parcel or upon the Grantor’s Property pursuant to other recorded easements granted by Grantor to Grantee; and provided that no buildings or structures (which shall not include gates or fences) may be erected upon the Access Easement Area without the written approval of Grantee. Grantor agrees not to materially raise or lower the surface elevation of the Grantor’s Property within the Access Easement Area without the written approval of Grantee, which approval shall not be unreasonably withheld.

Grantor covenants that Grantor is seized of and has good and legal right to grant the foregoing rights, privileges and easements, and that Grantee shall have quiet and peaceable possession, use and enjoyment of the foregoing rights, privileges and easements, subject to the conditions, restrictions, reservations and easements affecting the Access Easement Area that are contained herein or in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title that may have not expired by a time limitation contained therein or otherwise become ineffective.

The rights, privileges and easements herein granted shall inure to the benefit of and be binding upon the respective successors and permitted assigns of Grantor and Grantee. Lessee shall be a third party beneficiary with respect to the terms and conditions hereof.

Grantee, by its acceptance and recordation of this Easement or through Grantee's actual use of the Access Easement Area, hereby agrees, for itself and its successors and assigns, as follows:

1. Grantee, in initiating or performing any acts on the Grantor's Property, including the Access Easement Area, shall:

- (a) stage and perform any such acts in a manner that does not block or otherwise interfere with access to and the use of the driveways serving the Grantor's Property, including, without limitation, the driveways within the Access Easement Area;
- (b) give Grantor and Lessee reasonable notice before commencing any work or acts on the Grantor's Property;
- (c) take commercially reasonable efforts to ensure that mud and other debris is cleared from any and all access areas to or from Grantor's Property;
- (d) cause all construction, maintenance or other work to be conducted in accordance with all applicable federal, state and local laws, regulations and rules;
- (e) cause all work that is commenced on the Grantor's Property to be performed expeditiously and in a good and workmanlike manner; and
- (f) pay for and compensate all parties undertaking any work or supplying any materials for the construction, and cancel any liens or claims whatsoever against the Grantor's Property pertaining to said work or materials.

2. Grantee agrees that, immediately following the conclusion of any activities undertaken by or on behalf of Grantee pursuant to the terms of this Easement, Grantee shall, at its sole cost and expense, place the Grantor's Property disturbed by such activities in a condition substantially the same as that which existed prior to such activities.

3. Grantee will enter the Grantor's Property at its own risk and, neither Grantor nor Lessee will be responsible for injuries or damages to Grantee's personnel or equipment.

4. Grantee agrees to defend, indemnify and hold harmless Grantor and Lessee, together with their respective partners, officers, directors, members, agents, representatives, employees, tenants, invitees and licensees, from and against any and all claims, costs, expenses, damages, and liabilities that said parties may suffer or incur arising out of the acts or negligent omissions of Grantee, its agents, employees or contractors, in the use or exercise of any and all rights and privileges granted by this Easement.

5. Except in the event of an emergency which would make compliance with such procedures impossible or impractical, the Grantee shall comply with the reasonable security procedures adopted by Grantor or Lessee in connection with the operation of the Grantor's Property and provided to the Grantee in writing prior to the effectiveness thereof (as the same may be reasonably modified from time to time, the "**Security Procedures**"). Without limiting the generality of the foregoing, except in the event of an emergency which would make compliance with such Security Procedures impossible or impractical, the Grantee will, before accessing the Access Easement Area, provide concurrent verbal, written (which may be by email) or telephonic notice of the intent of the Grantee to come upon the Access Easement Area, and if applicable under the Security Procedures or requested by on-site security personnel, cause its employees, contractors or agents to sign in with such security personnel prior to coming upon the Access Easement Area. In the event of an emergency, the Grantee will subsequently inform the Grantor of such access as soon as is practicable under the circumstances.

The easement rights granted herein shall be for the benefit of the Grantee only, and such rights shall not be transferred by the Grantee, in whole or in part, without the prior written consent of Grantor and Lessee, except as expressly set forth herein. Grantee shall be permitted to transfer its rights hereunder, in whole but not in part, without the consent of the Grantor and Lessee to any party to which the Substation Parcel and the Grantee's equipment thereon is conveyed, provided that such party (a) is an experienced and successful operator of electrical substation and transmission facilities, and (b) is any of: (i) a member of the Georgia Integrated Transmission System (ITS) and having a financial interest therein, (ii) a public electricity utility company under the jurisdiction of the Georgia Public Service Commission, and/or (iii) an electric membership corporation organized under the Georgia Electric Membership Corporation Act (O.C.G.A. Section 46-3-170 et seq.), or organized under any prior electric membership corporation law of the State of Georgia, which corporation has agreed to be governed by the terms of such Georgia Electric Membership Corporation Act; provided, that, Grantee notifies Grantor and Lessee of such proposed transfer at least twenty (20) days prior to the effective date thereof.

The easement granted in this Easement are subject to all matters of record that affect or pertain to the Access Easement Area. Without limiting the generality of the foregoing, notwithstanding any provision herein to the contrary, Grantee acknowledges that Grantee and its use of the Access Easement Area is subject to the First Amended and Restated Declaration of Restrictive Covenants for Stanton Springs recorded on March 1, 2018 and filed in Deed Book 604, Pages 448-507, Morgan County Records, and recorded on March 9, 2018 in Deed Book 4199, Page 116-175, Walton County Records, as amended by that certain Amendment to First Amended and Restated Declaration of Restrictive Covenants for Stanton Springs recorded on February 26, 2021, and filed in Deed Book 00664, Pages 00950-00954, Morgan County Records, and recorded on February 26, 2021, in Deed Book 4798, Page 288, Walton County Records, and that none of the rights granted herein shall supersede or negate the requirements thereunder or constitute plan approval.

TO HAVE AND TO HOLD, during the Term, unto Grantee, its successors and permitted assigns, lessees and licensees, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the Grantor's Property and the Substation Parcel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set its hand and seal and delivered this Easement all as of the day, month, and year first above written.

GRANTOR:

Signed, sealed and delivered
this ____ day of _____, 2023
in the presence of:

Unofficial Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

**JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY, AND WALTON
COUNTY**

_____(SEAL)
Jerry Silvio, Chairman

ATTEST:

By: _____
David Thompson, Secretary

EXHIBIT “A”

ACCESS EASEMENT AREA

[DEPICTION TO BE INSERTED]

EXHIBIT "B"

SUBSTATION PARCEL

ALL THAT TRACT OR PARCEL OF LAND LYING IN GEORGIA MILITARY DISTRICT 282, LAND LOT 34, 19TH DISTRICT OF MORGAN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 (RIGHT-OF-WAY VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF US HIGHWAY 278 (RIGHT-OF-WAY VARIES). THENCE, SOUTHEAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 FOR A DISTANCE OF 5208.87 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE CENTERLINE OF DENNIS CREEK. THENCE TRAVELING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 THE FOLLOWING FOUR (4) COURSES AND DISTANCES, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 30.00 FEET TO A 5/8 REBAR. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 24.32 FEET TO A POINT. THENCE, NORTH 56° 08' 19" EAST FOR A DISTANCE OF 70.71 FEET TO A POINT. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 4609.25 FEET TO A 5/8 REBAR. THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 72° 11' 50" EAST FOR A DISTANCE OF 49.03 FEET TO A 5/8 REBAR. THENCE, NORTH 16° 39' 41" WEST FOR A DISTANCE OF 6.43 FEET TO A 5/8 REBAR ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20. THENCE SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 420.97 FEET TO A POINT.

THENCE TRAVELING ALONG SAID RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. THENCE, SOUTH 32° 36' 25" EAST FOR A DISTANCE OF 96.33 FEET TO A POINT.
2. THENCE, SOUTH 06° 38' 01" WEST FOR A DISTANCE OF 121.98 FEET TO A 5/8" REBAR AT THE BEGINNING OF A CURVE.
3. THENCE ALONG SAID CURVE TURNING TO THE RIGHT AN ARC LENGTH OF 88.67 FEET THROUGH AN ANGLE OF 101° 36' 41", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 26' 21" WEST FOR A DISTANCE OF 77.50 FEET TO A 5/8" REBAR AT THE BEGINNING OF A NON-TANGENTIAL CURVE.
4. THENCE ALONG SAID CURVE TURNING TO THE LEFT AN ARC LENGTH OF 265.24 FEET THROUGH AN ANGLE OF 138° 09' 17", HAVING A RADIUS OF 110.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 10' 04" WEST FOR A DISTANCE OF 205.49 FEET TO A 5/8" REBAR.
5. THENCE, SOUTH 33° 30' 41" WEST FOR A DISTANCE OF 63.11 FEET TO A 5/8" REBAR.
6. THENCE, SOUTH 56° 36' 07" EAST FOR A DISTANCE OF 100.00 FEET TO A 5/8" REBAR.
7. THENCE NORTH 33 DEGREES 23 MINUTES 53 SECONDS EAST A DISTANCE OF 37.43 FEET TO A 5/8" REBAR AT THE BEGINNING OF A CURVE
8. THENCE ALONG SAID CURVE TURNING TO THE RIGHT AN ARC LENGTH OF 49.58 FEET THROUGH AN ANGLE OF 7° 55' 08", HAVING A RADIUS OF 358.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 35° 19' 05" EAST FOR A DISTANCE OF 49.54 FEET TO A 5/8" REBAR SET. SAID POINT BEING KNOWN AS THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 31.34 FEET THROUGH AN ANGLE OF 5° 00' 19", HAVING A RADIUS OF 358.75 FEET, AND WHOSE LONG CHORD BEARS NORTH 41° 46' 48" EAST FOR A DISTANCE OF 31.33 FEET TO A 5/8" REBAR SET. THENCE LEAVING SAID RIGHT OF WAY SOUTH 56° 31' 54" EAST FOR A DISTANCE OF 96.80 FEET TO A 5/8" REBAR SET. THENCE NORTH 33° 28' 06" EAST FOR A DISTANCE OF 35.50 FEET TO A 5/8" REBAR SET. THENCE SOUTH 56° 31' 54" EAST FOR A DISTANCE OF 742.00 FEET TO A 5/8" REBAR SET. THENCE SOUTH 33° 28' 06" WEST FOR A DISTANCE OF 562.00 FEET TO A 5/8" REBAR SET. THENCE NORTH 56° 31' 54" WEST FOR A DISTANCE OF 75.83 FEET TO A 5/8" REBAR SET. THENCE NORTH 33° 28' 06" EAST FOR A DISTANCE OF 6.00 FEET TO A 5/8" REBAR SET. NORTH 56° 31' 54" WEST FOR A DISTANCE OF 425.17 FEET TO A 5/8" REBAR SET. THENCE SOUTH 33° 28' 06" WEST FOR A DISTANCE OF 6.00 FEET TO A 5/8" REBAR SET. THENCE NORTH 56° 31' 54" WEST FOR A DISTANCE OF 241.00 FEET TO A 5/8" REBAR SET. THENCE

NORTH 33° 28' 06" EAST FOR A DISTANCE OF 495.50 FEET TO A 5/8" REBAR SET. THENCE NORTH 56° 31' 54" WEST FOR A DISTANCE OF 101.33 FEET TO A 5/8" REBAR SET, SAID POINT BEING KNOWN AS THE POINT OF BEGINNING.

SAID TRACT CONTAINING 417,531 SQUARE FEET OR 9.59 ACRES MORE OR LESS.

EXHIBIT “C”

PERMANENT ACCESS EASEMENT

Exhibit “C-1” – Depiction of Permanent Access Easement

Exhibit “C-2” – Legal Description of Permanent Access Easement

DEPICTION OF PERMANENT ACCESS EASEMENT



EXHIBIT "C-2"

LEGAL DESCRIPTION OF PERMANENT ACCESS EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN GEORGIA MILITARY DISTRICT 282, LAND LOT 34, 19TH DISTRICT OF MORGAN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 (RIGHT-OF-WAY VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF US HIGHWAY 278 (RIGHT-OF-WAY VARIES). THENCE, SOUTHEAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 FOR A DISTANCE OF 5208.87 FEET TO A POINT AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE CENTERLINE OF DENNIS CREEK. THENCE TRAVELING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20 THE FOLLOWING FOUR (4) COURSES AND DISTANCES, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 30.00 FEET TO A 5/8 REBAR. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 24.32 FEET TO A POINT. THENCE, NORTH 56° 08' 19" EAST FOR A DISTANCE OF 70.71 FEET TO A POINT. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 4609.25 FEET TO A 5/8 REBAR. THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 72° 11' 50" EAST FOR A DISTANCE OF 49.03 FEET TO A 5/8 REBAR. THENCE, NORTH 16° 39' 41" WEST FOR A DISTANCE OF 6.43 FEET TO A 5/8 REBAR ON THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 20. THENCE, SOUTH 78° 51' 41" EAST FOR A DISTANCE OF 420.97 FEET TO A POINT.

THENCE TRAVELING ALONG SAID RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE, SOUTH 32° 36' 25" EAST FOR A DISTANCE OF 96.33 FEET TO A POINT.
2. THENCE, SOUTH 06° 38' 01" WEST FOR A DISTANCE OF 121.98 FEET TO A 5/8" REBAR AT THE BEGINNING OF A CURVE.
3. THENCE ALONG SAID CURVE AN ARC LENGTH OF 88.67 FEET TURNING TO THE RIGHT THROUGH AN ANGLE 101° 36' 41", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 57° 26' 21" WEST FOR A DISTANCE OF 77.50 FEET TO A 5/8" REBAR AT THE BEGINNING OF A NON-TANGENTIAL CURVE.
4. THENCE ALONG SAID CURVE TURNING TO THE LEFT AN ARC LENGTH OF 265.24 FEET THROUGH AN ANGLE OF 138° 09' 17", HAVING A RADIUS OF 110.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 10' 04" WEST FOR A DISTANCE OF 205.49 FEET TO A 5/8" REBAR.
5. THENCE, SOUTH 33° 30' 41" WEST FOR A DISTANCE OF 63.11 FEET TO A 5/8" REBAR.
6. THENCE, SOUTH 56° 36' 07" EAST FOR A DISTANCE OF 34.50 FEET TO A POINT ALONG SAID RIGHT OF WAY. THIS POINT BEING THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 56° 36' 07" EAST FOR A DISTANCE OF 31.00 FEET TO A POINT. THENCE LEAVING SAID RIGHT OF WAY SOUTH 33° 23' 53" WEST FOR A DISTANCE OF 273.17 FEET TO A POINT AT THE BEGINNING OF A CURVE. THENCE ALONG SAID CURVE AN ARC LENGTH OF 116.93 FEET TURNING TO THE LEFT THROUGH AN ANGLE OF 89° 55' 47", HAVING A RADIUS OF 74.50 FEET, AND WHOSE LONG CHORD BEARS SOUTH 11° 34' 01" EAST FOR A DISTANCE OF 105.29 FEET TO A POINT. THENCE SOUTH 56° 31' 54" EAST A DISTANCE OF 62.55 FEET TO A POINT. THENCE SOUTH 33° 28' 06" WEST A DISTANCE OF 31.00 FEET TO A POINT. THENCE NORTH 56° 36' 07" WEST A DISTANCE OF 167.92 FEET TO A POINT. THENCE NORTH 33° 23' 53" EAST FOR A DISTANCE OF 378.75 FEET TO THE POINT OF BEGINNING.

SAID ACCESS EASEMENT CONTAINING 17,185 SQUARE FEET OR 0.39 ACRES MORE OR LESS.