

LAMBERT, REITMAN AND ABNEY, L.L.C.  
126 E. WASHINGTON STREET  
MADISON, GA 30650  
FILE NO. 5979

WARRANTY DEED

STATE OF GEORGIA, MORGAN COUNTY

THIS INDENTURE made the 29<sup>th</sup> day of January in the year of our Lord Two Thousand and Sixteen, between

**MADISON-MORGAN COUNTY CHAMBER OF COMMERCE FOUNDATION INC.,  
a Georgia Non-Profit Corporation**

of the County of Morgan, and the State of Georgia, hereinafter whether singular or plural referred to as "Grantor," and

**CITY OF MADISON, GEORGIA, a Georgia Municipal Corporation**

of the County of Morgan, and the State of Georgia, hereinafter whether singular or plural referred to as "Grantee." (The words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns where the context requires or permits.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alien, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, all the following described property to-wit:

All that certain city business lot with buildings thereon lying and being located in the City (276<sup>th</sup>) District, G.M., Morgan County, Georgia, fronting on the public square and on the Northeastern right-of-way of East Jefferson Street in said City, said property known as the "Old City Hall Building of the City of Madison," formerly used by the City of Madison for many years, said property being more particularly described as follows: BEGINNING at a point on East Jefferson Street approximately 70.0 feet from the curbline of the Eastern corner of the intersection of East Jefferson and North Main Streets, running thence for 100.0 feet in a Northeastern direction along the property line of the City of Madison to the present City Hall property; thence in a Southeastern direction along the City of Madison property a distance 30.0 feet, more or less, to other property of the City of Madison formerly owned by First National Bank; thence along said lot now owned by Judith A. Gilbert in a Southwest direction for a distance of 100.0 feet, more or less, to the Eastern right-of-way of East Jefferson Street; and thence in a Northwestern direction along Eastern right-of-way of East Jefferson a distance of 30.0 feet, present building located on the above-described property extends back from Jefferson Street for 80.0 feet, more or less, and the lot extends back an additional 20.0 feet, more or less, behind the line of said building, being an extension of the line of the City of Madison from an iron pin on Main Street. The herein described property being the same as conveyed by the Mayor and City Council of the City of Madison to Mary K. Carmichael by warranty deed dated April 10, 1941, recorded in Deed Book 32, Page 156, Clerk's Office Morgan Superior Court. Also being the same property conveyed by Mary K. Carmichael to Madison Investment Company by warranty deed dated September 29, 1965, recorded in Deed Book 61, Page 417, said Clerk's Office, and conveyed by Madison Investment Company to Robert F. Carter, et. al. by warranty deed dated December 30, 1988, recorded in Deed Book 145, Page 269-272, said clerk's office, and conveyed by Robert F. Carter, et. al. to Madison-Morgan County Chamber Of Commerce Foundation Inc. by warranty deed dated November 14, 1989, recorded in Deed Book 153, Page 147-148, said clerk's office.

The aforesaid property is conveyed subject to the following:

1. Taxes for the year 2016 and subsequent years;
2. All easements and rights-of-way of record;
3. Zoning ordinances of the City of Madison, Georgia;
4. The terms and conditions of the Agreement Between Adjoining Landowners Permitting Encroachment of Building dated November 14, 1989 in Deed Book 153, Page 623; and
5. Deed of Historic Preservation Conservation Easement dated January 29, 2016, filed contemporaneously herewith.

TO HAVE AND TO HOLD the said tract or parcel of land, with all the singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee forever in FEE SIMPLE.

AND the Grantor will warrant and forever defend the right and title to the above described property unto the Grantee against all claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed and sealed this Deed on the date hereinabove stated.

Signed, sealed and delivered in the presence of us  
the day and year above written.

MADISON-MORGAN COUNTY CHAMBER OF  
COMMERCE FOUNDATION INC.,  
a Georgia Non-Profit Corporation

\_\_\_\_\_  
Unofficial witness

By: \_\_\_\_\_(SEAL)  
Robert Hughes, President

\_\_\_\_\_  
Notary Public  
(Affix Notary Seal)

Attest: \_\_\_\_\_(SEAL)  
Steve Schaefer, Chairman of the Board of Directors

STATE OF GEORGIA  
COUNTY OF MORGAN

This document prepared by:  
Mark C. McDonald  
1516 Peachtree St., NW  
Atlanta, GA 30309-2908

**DEED OF HISTORIC PRESERVATION CONSERVATION EASEMENT**

This Deed of Easement, made this 29<sup>th</sup> day of January, 2016, by and between the Madison-Morgan County Chamber of Commerce Foundation, Inc., a nonprofit corporation organized under the laws of the State of Georgia (“Grantor”) and **The Georgia Trust for Historic Preservation, Inc.**, a nonprofit corporation organized under the laws of the State of Georgia (“Grantee”).

WITNESSETH:

WHEREAS, the Grantee is organized as a nonprofit corporation under the laws of the State of Georgia, whose primary purpose is the preservation and protection of historic buildings and places in the State of Georgia, and is a qualifying recipient of qualified conservation contributions under Sections 170(b), (f), and (h) of the Internal Revenue Code of 1986 as amended (hereinafter the “Code”); and

WHEREAS, the Grantee is authorized to accept preservation and conservation easements to protect property significant in the Georgia history and culture under the provisions of the Georgia Uniform Conservation Easement Act (O.C.G.A. Sections 44-10-1 through 44-10-8 ) and the Georgia Historic Preservation Act (O.C.G.A. Sections 44-10-20 through 44-10-31) (hereinafter collectively referred to as the “Acts”); and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Morgan County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Premises includes one property located in Madison, Georgia which lies in the Madison Historic District, listed in the National Register of Historic Places; and

WHEREAS, the specific conservation values of the Premises are documented in a “Baseline Documentation Report” which is attached hereto as Exhibit “B” which consists of a

report, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Premises at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, the Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Premises; and

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the Premises and its architectural, historical, and cultural features; and

WHEREAS, Grantor further intends, as owner of the Premises, to convey to Grantee the right to preserve and protect the conservation values of the Premises in perpetuity, and further desires that this gift to Grantee qualifies as a "qualified conservation contribution" as defined in Section 170(h) of the Code; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Premises for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Georgia, including the Acts, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Premises of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. It is the purpose of this Easement to assure that the Premises will be retained forever predominantly in its historic condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. Grantor intends that this Easement will confine the use of the Premises to such activities as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the conservation values of the Premises;

(b) To enter upon the Premises at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Premises; and

(c) To prevent any activity on or use of the Premises that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Premises that may be damaged by any inconsistent activity or use, pursuant to paragraph 6.

3. Prohibited Uses. Any activity on or use of the Premises inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the

following activities and uses are expressly prohibited without the prior written consent of Grantee, which consent may be withheld by Grantee in its sole discretion:

(a) any alteration, construction, remodeling, demolition, or reconstruction of existing improvements on any facade of the Premises which would alter or change the present appearance of any facade of the Premises, increase the height, or alter the roof;

(b) the exterior extension of the existing structure or the erection of any new or additional structures attached to the facades of the Premises or constructed on the land described in Exhibit "A" hereto; provided, however, that the cleaning, reconstruction, repair, repainting or refinishing of presently existing elements of the facades, damage to which has resulted from destruction or deterioration, shall be permitted without consent of Grantee, so long as it is performed in a manner which will leave unchanged the appearance of the facades as they exist at this date;

(c) Grantor agrees not to make any change in the exterior of the building on or constituting a part of the Premises which is inconsistent with the historical character of such exterior.

4. Standards for Rehabilitation and Review. In performing and completing any restoration or rehabilitation of or to the Premises, exercising any authority created by the Easement to inspect the Premises, the building, or the facade; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the building following casualty damage, Grantor and Grantee shall adhere to and apply the Secretary of the Interior's Standards for Rehabilitation, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter the "Standards") and/or state or local standards considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for reparation to or rehabilitation of construction of structures within historically, architecturally, or culturally significant areas. A copy of the Standards in effect as of the date hereof is attached as Exhibit "C". Grantor agrees to abide by the Standards as in effect from time to time in performing all renovations to or rehabilitation of the Premises and all ordinary repair and maintenance work. In the event the Standards are abandoned or materially altered or otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth above, the Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as contemplated by paragraph 3, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Standards and the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than [sixty (60)] days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Standards and the purpose of this Easement.

6. Maintenance of Premises. The Grantor agrees at all times to maintain the facades herein described and the exterior appearance of such in a good and sound state of repair.

The Grantor further agrees to adequately monitor the structural integrity of the premises and will take immediate action to ensure that all foundations, exterior walls, interior structural components, roofing components and surfacing, and any and all parts of the building are kept in a sound state of repair so that the conservation values of the premises are protected for the benefit of future generations.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Premises resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Premises so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or inequity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of historic, scenic or aesthetic values, and to require the restoration of the Premises to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Premises. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Premises, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

7.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No

delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

8. Access. No right of access by the general public to any portion of the Premises is conveyed by this Easement.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Premises free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon five (5) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of five (5) percentage points over the prime rate.

9.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Premises, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (ii) the obligations specified in paragraphs 8 and 8.1; and (iii) the existence or administration of this Easement.

10. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any

portion of the Premises subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Georgia at the time, in accordance with paragraph 10.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

10.1 Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 9, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Premises unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Premises, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Premises unencumbered by the Easement shall remain constant. The rights and interest granted by the donation of this less-than-fee interest is a property right immediately vested in the Grantor and this less-than-fee interest has a fair market value that is at least equal to the proportionate value that the conservation restriction at the time of the donation bears to the property as a whole at that time. If any subsequent unexpected charges in the conditions in surrounding the premises make impossible or impractical the premises' continued use for conservation purposes and judicial proceedings extinguish the easement or restrictions then the Grantor is entitled to a portion of the proceeds from the premises' subsequent sale, exchange or involuntary conversion at least equal to the perpetual conservation restrictions proportionate value.

10.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with the applicable law.

11. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under the Georgia Uniform Conservation Easement Act (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

12. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided, however, that (i) no alteration or amendment may be made without the prior written approval of the Georgia Department of Natural Resources, which shall have ninety (90) days after its receipt of written notification within which to comment on any proposed amendment; (ii) no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including the Acts or Section 170(h) of the Internal Revenue Code of 1954, as amended; and (iii) any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Morgan County, Georgia.

13. Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest, including conveyance to the City of Madison. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The City of Madison, Georgia does hereby acknowledge the existence of this Deed of Historic Preservation Conservation Easement and hereby agrees to honor the responsibilities herein

14. Estoppel Certificates. Upon request by Grantor, Grantee shall, within thirty (30) days, execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement, as may be reasonably requested by Grantor.

15. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Madison-Morgan County Chamber of  
Commerce Foundation, Inc.  
115 East Jefferson Street  
Madison, GA 30650

To City: City of Madison  
City Hall  
P.O. Box 32  
Madison, Georgia 30650

To Grantee: The Georgia Trust  
For Historic Preservation  
1516 Peachtree St., NW  
Atlanta, GA 30309

or to such other address as either party from time to time shall designate by written notice to the other.

16. Recordation. Grantee shall record this instrument in timely fashion in the official records of Morgan County, Georgia, and may re-record it at any time as may be required to preserve its rights in this Easement.

17. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Georgia.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the

purpose of this Easement and the policy and purpose of the Acts. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or the circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 12 above.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Premises.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Premises, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns, forever.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:  
MADISON-MORGAN COUNTY CHABER  
OF COMMERCE FOUNDATION, INC.

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

By: \_\_\_\_\_  
Robert Hughes its CEO

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Schaefer its Chair

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

GRANTEE:  
THE GEORGIA TRUST FOR HISTORIC  
PRESERVATION

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

By: \_\_\_\_\_  
Mark C. McDonald its President and CEO

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY:  
CITY OF MADION

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

By: \_\_\_\_\_  
Fred Perriman its Mayor

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Ashley Hawk its City Clerk

[NOTARY SEAL]

## **SCHEDULE OF EXHIBITS**

- A. Legal Description of Property Subject to Easement
- B. Baseline Documentation Report
- C. The Secretary of the Interior's Standards for Rehabilitation

Exhibit "A"

All that certain city business lot with buildings thereon lying and being located in the City (276<sup>th</sup>) District, G.M., Morgan County, Georgia, fronting on the public square and on the Northeastern right-of-way of East Jefferson Street in said City, said property known as the "Old City Hall Building of the City of Madison," formerly used by the City of Madison for many years, said property being more particularly described as follows: BEGINNING at a point on East Jefferson Street approximately 70.0 feet from the curbline of the Eastern corner of the intersection of East Jefferson and North Main Streets, running thence for 100.0 feet in a Northeastern direction along the property line of the City of Madison to the present City Hall property; thence in a Southeastern direction along the City of Madison property a distance 30.0 feet, more or less, to other property of the City of Madison formerly owned by First National Bank; thence along said lot now owned by Judith A. Gilbert in a Southwest direction for a distance of 100.0 feet, more or less, to the Eastern right-of-way of East Jefferson Street; and thence in a Northwestern direction along Eastern right-of-way of East Jefferson a distance of 30.0 feet, present building located on the above-described property extends back from Jefferson Street for 80.0 feet, more or less, and the lot extends back an additional 20.0 feet, more or less, behind the line of said building, being an extension of the line of the City of Madison from an iron pin on Main Street. The herein described property being the same as conveyed by the Mayor and City Council of the City of Madison to Mary K. Carmichael by warranty deed dated April 10, 1941, recorded in Deed Book 32, Page 156, Clerk's Office Morgan Superior Court. Also being the same property conveyed by Mary K. Carmichael to Madison Investment Company by warranty deed dated September 29, 1965, recorded in Deed Book 61, Page 417, said Clerk's Office, and conveyed by Madison Investment Company to Robert F. Carter, et. al. by warranty deed dated December 30, 1988, recorded in Deed Book 145, Page 269-272, said clerk's office, and conveyed by Robert F. Carter, et. al. to Madison-Morgan County Chamber Of Commerce Foundation Inc. by warranty deed dated November 14, 1989, recorded in Deed Book 153, Page 147-148, said clerk's office.

MADISON-MORGAN CHAMBER OF COMMERCE  
 115 E. JEFFERSON STREET  
 MADISON, GEORGIA 30650

Estimate of Project Cost - Rehabilitation  
 01.10.15

Trade	Low	Medium	High	Remarks
<b>Site preparation</b>				
Sidewalk shed and scaffolding	\$10,000	\$15,000	\$20,000	
<b>Excavation and Drainage</b>				
Concrete removal - alleyway	\$750	\$1,500	\$2,000	
Concrete removal - IT room	\$500	\$500	\$500	
Trench excavation and backfill	\$1,500	\$2,500	\$3,000	
Prep and backfill - IT room	\$500	\$500	\$500	
Foundation drainage	\$0	\$4,500	\$5,500	
<b>Concrete and Masonry</b>				
Repointing ex'g brick	\$37,500	\$37,500	\$37,500	Assume \$10/sq. ft x 3750 sq. ft.
Misc brick repair	\$1,000	\$2,500	\$5,000	High range includes work on front parapet
Concrete slab - IT room	\$750	\$1,500	\$2,000	
Concrete slab - alleyway	\$3,000	\$3,000	\$3,000	
Water repellent application (optional)	\$7,000	\$7,000	\$7,000	Assume \$2/sq. ft x 3750 sq. ft.
<b>Roofing</b>				
Gutter/downspout/flashing work per spec	\$5,000	\$10,000	\$15,000	Low is aluminum/high is copper
Low-slope roofing installation	\$4,500	\$5,500	\$6,500	
Low-slope complication CYA contingency	\$2,000	\$3,500	\$5,000	
<b>Misc Framing</b>				
Infill skylight op'gs	\$500	\$750	\$1,000	
Misc sheathing repair	\$0	\$750	\$750	
Misc roof curbs	\$250	\$500	\$750	
<b>Windows repair and reconditioning</b>				
Second floor windows	\$13,000	\$17,500	\$25,000	13 windows @ \$1000-\$2000 per wdw
First floor windows	\$2,000	\$2,750	\$3,750	5 windows @ \$400-\$750 per wdw
<b>Steel work</b>				
Modify ex'g iron window bars	\$750	\$750	\$750	
<b>Finish Carpentry</b>				
Misc exterior trim work	\$2,500	\$3,000	\$3,500	Includes new wood fascias and wdw brick molds
Misc interior trim work	\$0	\$1,200	\$1,200	Removal/reinstall of trim at plaster repair areas
<b>Plumbing</b>				
Boroscopic sanitary line investigation	\$300	\$300	\$300	
Misc repair work at IT room	\$0	\$300	\$750	
<b>Electrical</b>				
Removal and hookup of rooftop HVAC units	\$1,000	\$1,500	\$2,000	
<b>HVAC</b>				
New HVAC equipment - second floor	\$3,500	\$7,500	\$15,000	Low uses ex'g ducts/high is all-new
New HVAC equipment - first floor zone 1	\$0	\$0	\$3,500	Optional based upon evaluation by HVAC contractor
New HVAC equipment - first floor zone 2	\$0	\$0	\$3,500	Optional based upon evaluation by HVAC contractor
<b>Insulation</b>				
Remove ex'g insulation at attic	\$500	\$500	\$500	
New blanket insulation @ attic floor	\$3,500	\$4,500	\$5,500	
New batt insulation @ attic roofline	\$3,500	\$4,500	\$5,500	
Misc pipe insulation	\$500	\$500	\$500	
<b>Plaster</b>				
Plaster prep and patching	\$12,000	\$15,000	\$17,000	
<b>Painting</b>				
Exterior prep & paint	\$2,500	\$5,000	\$7,500	
Interior prep & paint	\$6,500	\$12,000	\$15,000	
Sub Total - Cost of Construction	\$126,800	\$173,800	\$225,750	
Contractor Overhead and Profit (15%)	\$19,020	\$26,070	\$33,863	
General Conditions (5%)	\$6,340	\$8,690	\$11,288	Insurance, trash removal/dumpsters, site supervision
Estimating Contingency (10%)	\$12,680	\$17,380	\$22,575	For unforeseen conditions and estimating CYA
Total Estimated Construction Cost	\$164,840	\$225,940	\$293,175	
	\$53	\$73	\$95 approx cost per heated sq. ft.	

## EXHIBIT "C"

### **The Secretary of the Interior's Standards for Rehabilitation**

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.