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HALL COUNTY, GEORGIA
KATHLENE F. GOSSSELIN
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IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA

FRANKLIN SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY
Plaintiff,
vs.
ROCK HILL POULTRY, LLC
Defendant.

CIVIL ACTION
FILE NO.

COMPLAINT FOR DECLARATORY JUDGMENT

COMES NOW, the Plaintiff, Franklin Springs Downtown Development Authority ("Plaintiff") and hereby files this Verified Complaint for Declaratory Judgment ("Complaint") against Defendant Rock Hill Poultry, LLC ("Defendant") respectfully showing this Honorable Court the following:

FACTS, JURISDICTION, AND VENUE

1. Plaintiff is a Development Authority and Public Body Corporate and Politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1, *et seq.*, as amended.

2.

Defendant is a domestic limited liability company with its Principal Office located in at 183 Bar T Drive, Cleveland, White County, Georgia, 30528 and may be served via its Registered Agent, Thomas Lefevre, at 200 Main St. Ste 600, 200 Main St. Ste 600 Gainesville, Georgia, 30501. Based on Defendant's Principal Office location in White County, venue and jurisdiction are proper in this Honorable Court for the Defendant LLC.

3. On or about May 18, 2022, the parties entered into a Real Estate Purchase and Sale Agreement ("Agreement") concerning the purchase and sale of real property in Franklin Springs, Franklin County, Georgia. Subsequently, the parties entered into a first and second amendment of the Agreement. True and correct copies of the foregoing Agreement, the First Amendment to the Agreement, and the Second Amendment to the Agreement are attached hereto as Exhibits 1, 2, and 3, respectively.

4.

The Agreement provided that the closing date was on or before forty-five (45) days following "the issuance of a land disturbance permit from Franklin Springs that will authorize [Defendant] to commence construction of [Defendant's] intended use of the property." See § 10, *Exhibit 1*.

5.

The Agreement provided that the Defendant may conduct any nondestructive inspections as the Defendant may deem appropriate or necessary for a period of 120 days after May 18, 2022. See § 7, *Exhibit 1*.

6.

The Agreement provided that the Defendant may conduct any Engineering Studies as the Defendant may deem appropriate or necessary. See § 8, *Exhibit 1*.

7.

The Agreement provided that Time was of the Essence. See § 15.1, *Exhibit 1*.

8.

The Agreement provided that if the Defendant was unable to obtain a Land Disturbance Permit from Franklin Springs within 180 days of May 18, 2022 that the Purchaser may terminate the Agreement. See § 15.16, *Exhibit 1*.

9.

The Agreement provided that the Plaintiff would provide confirmation from Franklin Springs confirming future sewer capacity above to 1,000,000 gallons per day to the Defendant for the Defendant's "intended use on property." See § 15.17, *Exhibit 1*.

10.

On or about September 1, 2022 the parties hereto entered into the First Amendment to the Agreement (Ex. 2) which modified certain provisions of the Agreement. Specifically, the title examination period was extended to January 15, 2023, the inspection period was extended to December 31, 2022, and the Plaintiff agreed to provide confirmation of sewerage allocation by December 15, 2022 with a provision for a ninety-day extension if needed. See Ex. 2.

11.

On or about December 30, 2022, the parties entered into the Second Amendment to the Agreement (Ex. 3) which again modified certain provisions of the Agreement and the First Agreement. Specifically, the title examination period was extended to April 30, 2023, the inspection period was extended to April 1, 2023, and the Plaintiff agreed to provide confirmation of sewerage allocation by March 15, 2023.

12.

On or about February 3, 2023, based upon its understanding that the parties would continue discussing the project at issue, Tonya Powers, on behalf of Plaintiff, issued correspondence to Zach Hill, managing member of the Defendant LLC, and requested answers, information, and details concerning twelve specific line items related to what the parties referred to as "Project Air." See Exhibit "4"

13.

At that point, Plaintiff continued to seek information about the project from the Defendant and had repeatedly requested a Memorandum of Understanding ("MOU") from Defendant.

14.

After receiving a response to the earlier communication, on or about March 21, 2023, Tonya Powers on behalf of the Plaintiff issued email correspondence to Zach Hill and requested additional information concerning a MOU. In addition to her earlier email to Mr. Hill, she also requested information on behalf of Georgia Power concerning industrial customer and power usage including site plan and electrical load information. See Exhibit "5"

15.

On or about March 15, 2023, the Plaintiff provided the sewerage allocation in compliance

with its obligations.

16.

On about April 5, 2023, in response to Ms. Powers email of March 21, 2023, Defendant's attorney, Gregory Blount, responded that "the expanded and upgraded wastewater treatment system contemplated for this project will benefit the region by allowing some consolation of wastewater treatment services through a modern state-of-art wastewater treatment plant." See Ex. "4"

17.

Mr. Blount also responded on behalf of Defendant that "[Defendant] has been coordinating with the City to obtain any additional approvals and improvements necessary for the project." See Ex. 4

18.

Mr. Blount also stated that "the purchase and sale agreement and its amendments contains the entire agreement for the purchase and use of the property and a memorandum of understanding between Rock Hill and the Franklin County Industrial Building Authority is not necessary" and attached a proposed third amendment which would provide "both parties with the opportunity to further discuss the project." See Ex. 4

15.

Plaintiff declined the third amendment.

16.

On April 28, 2023, Defendant, through its attorney, issued written notice of title objections pursuant to section 6.2 of the agreement.

17.

Plaintiff notified the Defendant that it is unwilling to resolve any of the title objections.

18.

Plaintiff is not aware of any actions by the Defendant which could be considered coordination with the City of Franklin Springs and/or efforts to obtain any approvals or permitting with the City of Franklin Springs.

19.

Plaintiff is unaware of any environmental studies, inspections, design plans, and does not have any information concerning the facility or facilities that the Defendant purportedly intends to

build.

20.

The Defendant has steadfastly refused to provide any information about his efforts, if any, to move the project forward and to clarify what was needed from the Plaintiff and / or the City of Franklin Springs.

21.

Defendant has never applied for a land disturbance permit with the City of Franklin Springs.

22.

Defendant has only provided a single image of the exterior of a design drawing and a few bullet points regarding the project.

23.

The City of Franklin Springs has not received any information from the Defendant about the project or the Agreement.

24.

The Plaintiff is unable to determine what the Defendant intends to build, when it will be built, if ever, and what is needed from the Defendant and the City of Franklin Springs related to this matter because Defendant will not engage in discussions or take action to move the project forward.

25.

Defendant has not taken any action to make obtaining a land disturbance permit more likely.

26.

The Plaintiff cannot consider moving forward with any water treatment facility in the absence of information from the Defendant concerning the project.

27.

The Plaintiff is unable to confirm the nature, scope, and details of any proposed project and what the Defendant intends to do on site.

COUNT I: DECLARATORY JUDGMENT

28.

Plaintiff hereby re-asserts and re-alleges Paragraphs 1 - 27 as if fully set forth herein.

Pursuant to O.C.G.A. § 9-4-2, the Superior Courts of the State of Georgia are authorized to declare the legal rights and other relations of interested parties petitioning for such declaration when there exists an "actual controversy" between the parties.

29.

An actual controversy exists between the parties herein due to the disputed nature of the vague contractual issues and Defendant's failure to follow through or take any action to engage with the Plaintiff with respect to the contract and the "Project Air" discussed by the parties.

31.

In addition to the foregoing, the interests of justice require the declaration should be made in this matter pursuant to the applicable provisions of O.C.G.A. § 9-4-2(b).

32.

As a result of the Defendant's failure to follow through under the Agreements at issue, Plaintiff is in a position of peril and the Plaintiff is unable to market or engage with other companies in good faith.

33.

The Court should declare the respective rights of the parties as to the Agreements at issue and declare that the Defendant's inaction and the vague and uncertain nature of the terms of the Agreements render the Agreement unenforceable because there was no meeting of the minds between the parties.

WHEREFORE, Plaintiff respectfully pray as follows:

1. That a Summons issue and a Rule Nisi issue and the Defendants be served as provided by law;
2. That the Court issue a Declaratory Judgment in favor of Plaintiff confirming the Plaintiff's right to terminate the Agreements and the unenforceable nature of the Agreements as a result of facts and circumstances pled above;
3. That the Court enter an Order confirming the Agreements are terminated and that the Agreements are unenforceable;
4. That a Rule Nisi issue and that the Court consider the Declaratory Judgment at the Court's earliest convenience; and
5. That this Honorable Court grant any such further relief as the Court deems necessary and appropriate under the circumstances presented.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

Respectfully submitted this 15th day of January, 2024.

/s/ MATTHEW D. SKILLING
Matthew D. Skilling
Georgia Bar No. 159037
Attorney for Plaintiff

Sanders, Ranck & Skilling, P.C.
P.O. Box 1005
Toccoa, Ga. 30577
(706) 886-7533 (p)
(706) 886-0617 (f)
mskilling@toccoalaw.com

Franklin Springs IDA v. Rock Hill Poultry, LLC
Superior Court of Hall County
Complaint for Declaratory Judgment
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IN THE SUPERIOR COURT OF HALL COUNTY

STATE OF GEORGIA

FRANKLIN SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY,

Plaintiff,

CIVIL ACTION
FILE NO. _____

vs.

ROCK HILL POULTRY, LLC,

Defendants.

VERIFICATION OF FRANKLIN SPRINGS DOWNTOWN DEVELOPMENT
AUTHORITY

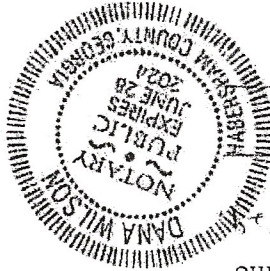
STATE OF GEORGIA
COUNTY OF STEPHENS

Personally appeared before the undersigned officer duly authorized to administer oaths,
comes, Levy D. Moore of Franklin Springs Downtown Development Authority, having first
been duly sworn, depose and state oath that the facts set forth in the within and foregoing
Complaint for Declaratory Judgment are true and correct.

This 3 day of December, 2023.
January, 2024.

Levy D. Moore
Levy D. Moore
Franklin Springs Downtown Development Authority

Sworn to and subscribed before me
this 3 day of December, 2023.
Dana Wilson
Notary Public
My Commission Expires:



REAL ESTATE PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and among, FRANKLIN SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (herein called "Seller") and ROCK HILL POULTRY, LLC, a Georgia limited liability company (herein collectively called "Purchaser") and only with respect to Sections 4 and 9 of this Agreement, Avison Young, (herein called "Broker"). The effective date of this Agreement (the "Effective Date") shall be the day on which this Agreement is fully executed by Purchaser and Seller and as confirmed by Escrow Agent (defined below).

WITNESSETH THAT

WHEREAS, Seller owns that tract or parcel of land lying and being in General Militia District 370, Franklin County, Georgia as more particularly shown on Exhibit "A" (less approximately 20 acres located on the Northwestern side of Land to be surveyed as outlined herein) (hereinafter called "Land"), Land will include at least 125 acres. The Land, all improvements situated thereon, all rights, privileges, rights of way, easements, and appurtenances thereto, and all leases, permits, licenses, authorizations, consents, entitlements, approvals, warranties, guarantees, and indemnities relating thereto, now or hereafter belonging thereto, are herein collectively referred to as the "Property".

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Purchaser, and only with respect to Sections 4 and 9 of this Agreement, Broker agree as follows:

1. **PURCHASE AND SALE:** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions provided in this Agreement.

2. **PURCHASE PRICE:** The purchase price (hereinafter referred to as the "Purchase Price") for the Property shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00).

3. **PAYMENT OF PURCHASE PRICE:** At the Closing, Purchaser shall pay Seller the full purchase price less a credit for the Earnest Money and as adjusted to reflect the pro-rations specifically provided for within Section 10.4 of this Agreement. Payment shall be by wire transfer of immediately available funds.

4. Within three (3) business days after the Effective Date, Purchaser shall deposit the sum of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money") with Avison Young of Atlanta, LLC ("Escrow Agent"). If this Agreement is terminated, cancelled, or rescinded, the Earnest Money, shall be refunded to Purchaser or paid over to Seller as liquidated damages as provided herein. Escrow Agent shall hold and disburse the Earnest Money pursuant to the following provisions:

4.1 **Investment of Earnest Money:** Escrow Agent shall hold the Earnest Money in an interest-bearing account at a banking institution with which Escrow Agent has an established banking relationship and shall invest the Earnest Money in such accounts as the Escrow Agent

EXHIBIT

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shall from time to time direct or approve. Escrow Agent shall promptly advise Seller and Purchaser if the Earnest Money is not received by Escrow Agent in a timely fashion.

4.2 Payment at Closing: If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Seller on the Closing Date.

4.3 Payment on Demand: If Purchaser elects to terminate this Agreement pursuant to Section 7 heretofore by giving Seller and Escrow Agent written notice of such election within the time periods set forth in said Section 7, Escrow Agent, without requirement for any authorization or other notice from Seller, promptly shall disburse Earnest Money to Purchaser as provided in Paragraph 7. Except as otherwise provided in the immediately preceding sentence, upon receipt of any written certification from a party hereto claiming the Earnest Money pursuant to the provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other parties hereto and, unless one of such parties within ten (10) calendar days of receipt thereof notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

4.4 Exemption of Escrow Agent: It is agreed that the duties of Escrow Agent in holding the Earnest Money are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or gross negligence, so long as Escrow Agent is acting in good faith. Seller and Purchaser do each hereby release Escrow Agent from any liability for any error or judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder.

4.5 Disputes: Escrow Agent is acting as an escrow agent only with respect to the Earnest Money. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or as to whom the Earnest Money is to be delivered, other than as provided herein, Escrow Agent may refuse to make any delivery and may continue to hold the Earnest Money until receipt by Escrow Agent of an authorization in writing, signed by Seller and Purchaser, directing the disposition of the Earnest Money. In the absence of such written authorization, Escrow Agent may hold the Earnest Money until a final determination of the rights of the parties in an appropriate proceeding or may bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements by the party determined not to be entitled to the Earnest Money. Upon making delivery of the Earnest Money in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

4.6 Interest: All interest earned on deposits made to Escrow Agent will be retained by Escrow Agent.

5. LEGAL DESCRIPTION AND SURVEY: Unless the parties hereto agree otherwise in writing, the legal description of the Property to be conveyed in the General Warranty Deed by which the Property is to be conveyed to Purchaser shall be produced from the legal description in the existing Warranty Deeds. Within Ninety (90) days following the Effective Date, Seller will provide to Purchaser a survey of the Land showing at least 125 acres to the East of the proposed Twenty (20) acre proposed water treatment facility shown on Exhibit "B" as "Treatment Site" BUT INCLUDING access to property along the North Fork of the Road River on the Western side of said 20 acre parcel (Seller and Purchaser to work in good faith to determine location and parcel size of said property along river. Note: Purchaser will use river property to construct milllion for employees / events and keep as

seven acres). If Survey of Land results in more or less than 125 acres, the Purchase Price will be adjusted proportionately using a per acre price of \$10,000.00 per acre.

6. TITLE TO THE PROPERTY

6.1 **Seller's Title:** At the Closing, Seller shall convey to Purchaser "good and marketable title" to the Property subject only to the following exceptions (herein referred to as the "Permitted Exceptions"): (i) general utility, sewerage, and drainage easements affecting the Property which do not materially interfere with Purchaser's intended use of the Property.

6.2 **Title Examination:** For the purposes of this paragraph a "good, marketable and insurable title" is a title that is insurable by a reputable title insurance company in Atlanta, Georgia, at its standard rate without exception other than exceptions for the items set forth below subject to which the property is sold hereunder. It is also understood and agreed that said marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia. Purchaser shall have from the date of final acceptance of this Contract until thirteen (13) days prior to Closing to examine title to the property. If Purchaser finds any legal defects to title (other than the items subject to which said property is sold as are hereinafter set forth), Seller shall be furnished with a written statement hereof and shall have until closing to correct same. Seller shall take all reasonable steps, including payment of money, necessary to correct said legal defects. If Seller shall fail to correct or satisfy such legal defects within said period, the Purchaser shall have the choice of (a) accepting said property with such legal defects after deducting from the purchase price otherwise payable hereunder an agreed upon cost of correction of such legal defects which can be corrected by the payment of money; or (b) postponing closing hereunder until said defects are corrected, or (c) declining to accept said property with such legal defects. If Purchaser shall decline to accept such property subject to such legal defects, then this Contract shall be null and void and, in such event, the earnest money deposited by Purchaser hereunder shall be promptly returned to Purchaser and neither party shall have any further duties or liability to the other hereunder.

6.3 **Agreements Affecting the Property:** Seller agrees that so long as this Agreement remains in force and effect, Seller will not sell, assign, rent, lease, license, modify or amend any existing leases, convey (absolutely or as security), grant an easement, lien security interest in, or otherwise dispose of, the Property (or any interest or estate therein), or apply for or consent to any zoning, land use or development restriction with respect to the Property, without the prior consent of Purchaser, in its sole and absolute discretion.

7. **INSPECTIONS:** During the term of this Agreement, Purchaser may (i) inspect, examine, survey, test, and review all characteristics and aspects of the property; (ii) All such inspections shall be non-destructive in nature but may include any physically intrusive testing Purchaser or Purchaser's contractor or advisors deem necessary; and (iii) Seller will reasonably cooperate to provide any due diligence materials and documents relating to Property. From the Effective Date until 11:59 PM Eastern Standard Time on the One Hundred Twentieth (120th) day following the Effective Date (the "Inspection Period"), if Purchaser determines, in Purchaser's sole and absolute discretion, that the Property is not suitable for Purchaser's intended use or if Purchaser is in any unsatisfied with the Property, Purchaser may terminate this Agreement by providing written notice send to Seller \$100,000 as Seller's sole compensation for having entered into this Agreement and taken the Property off the market for such period and (ii) promptly refund the balance of the Earnest Money to Purchaser, whereupon the rights and obligations of the parties under this Agreement shall terminate. If Purchaser fails to deliver the Termination Notice on or before expiration of the Inspection Period, Purchaser will be deemed to have elected not to terminate this Agreement and to proceed to Closing. Purchaser shall pay all costs incurred in making such surveys, tests, and studies

and shall indemnify, defend, and hold Seller harmless from any liens or claims for the cost of any such surveys, tests, analyses, and investigations, and any claims with respect to personal injury, death or damage to personal property arising out of such surveys, tests, analyses and investigations, but excluding any liability relating to the environmental condition of the Property (unless directly related to the acts or omissions of an inspecting party and any portion thereof, including non-invasive physical and mechanical inspections). Purchaser must repair any damage resulting from any tests or inspections.

8. **ENGINEERING STUDIES:** Purchaser, personally or through its agents, employees, or contractors (the "Inspecting Parties"), may go upon the Property from time to time prior to the Closing to make boundary line and topographical surveys and to conduct such soil, engineering, environmental, physical and other studies of the Property as Purchaser wishes and as outlined and directed herein.

9. **BROKERAGE:** In this Agreement, the terms "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliation is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et seq.;

(a) Seller and Purchaser acknowledge that if they are not represented by a broker they are each solely responsible for protecting their own interests, and that Brokers role is limited to performing ministerial acts for either party.

(b) Broker is representing Purchaser in this transaction.

(c) Lee Hemmer is a partner of Zac Hill in other business ventures but not in this transaction.

9.1 **Brokerage Commission:** Purchaser hereby agrees that Purchaser shall upon, but only upon, final consummation of the transaction contemplated herein, pay a real estate brokerage commission equal to Six Percent (6%) of the gross Purchase Price. Broker ("Broker") has executed this Agreement for the purpose of acknowledging that no real estate commission shall be earned by it or be due it until such time as and unless the sale contemplated herein is closed, that Broker shall look solely to Purchaser for the payment of such real estate commission and hereby waives all claims against Seller and releases Seller from all claims related to any commission, and that Broker shall be entitled to no commission or other compensation in the event that the transaction contemplated herein does not close, whether as a result of Purchaser's default, Seller's default, or otherwise. If the commission is paid at Closing, Broker shall execute and deliver to Purchaser a general release of any claim against Purchaser with respect to any commission. At Closing or thereafter, Broker shall release all liens or claims against the Property if requested by the Title Company (as defined below) or Seller.

9.2 **Brokerage Representations:**

9.2.1 **Purchaser and Seller Representations:** Purchaser and Seller warrant to the other party that the party making such representation and warranty has not employed, retained, or consulted with any broker, agent or other finder (other than Broker retained by Purchaser as

described above) with respect to the transaction contemplated by this Agreement. Purchaser and Seller each indemnifies the other party against, and agrees to hold, save, and defend the other party harmless from, any and all claims (and all expenses, including reasonable attorneys' fees, incurred in defending any such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement.

9.2.2 Broker Representations: Broker represents and warrants to Purchaser and Seller that Broker has not employed, retained, or consulted with any broker, agent, or other finder (other than Broker) with respect to the transaction contemplated by this Agreement so as to create any legal right or claim in any such broker, agent or salesman for a real estate commission or compensation with respect to the negotiation and/or consummation of this Agreement or the conveyance of the Property by Seller to Purchaser. Broker hereby indemnifies Purchaser and Seller against and agrees to hold, save, and defend Purchaser and Seller harmless from any and all claims (and all expenses, including reasonable attorneys' fees, incurred in defending any such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with Broker relating to the purchase and sale of the Property contemplated by this Agreement.

9.2.3 Execution by Broker: Broker has executed this Agreement solely for the purpose of acknowledging and agreeing to the provisions of Section 4 and Section 9 herein. Broker's consent to any modification or amendment of this Agreement shall not be required other than to this Section 9.

9.2.4 Survival: The indemnities, waivers and releases contained in Section 9 herein shall survive the rescission, cancellation, termination or consummation of this Agreement.

10. THE CLOSING:

10.1 Closing Date: Unless this Agreement is terminated as permitted hereunder or unless Seller is in default hereunder (unless such default is waived by Purchaser in writing), the Closing shall be held on or before **Forty Five (45) days** following the issuance of a land disturbance permit from Franklin Springs that will authorize Purchaser to commence with Purchaser's construction of Purchaser's intended use of Property (the "Closing Date" or "Closing"). The parties shall work in good faith to close on the Property by the Closing Date as specified above. The Closing may also be held on such other date as mutually agreed upon in writing between Purchaser and Seller. The default Closing time, date, and place is 10:00 AM on the last possible business date for Closing under this Agreement at the offices of Stewart, Melvin, & Frost, 200 SW Main Street, Suite 600, Gainesville, Georgia 30501, or at such other place as Purchaser and Seller may agree upon in writing.

10.2 Deliveries at Closing:

10.2.1 At the Closing, Seller shall convey to Purchaser fee simple marketable title to the Property by General Warranty Deed (the "Deed"), in form and substance reasonably acceptable to Purchaser.

10.3 Closing Costs: At the Closing, Purchaser shall pay for the premium and any other costs and expenses for the issuance a standard CLTA or ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, real estate brokerage commission as outlined in Paragraph 9.1 herein, and all recording and filing fees. Seller shall pay the transfer tax, and all other costs and expenses actually incurred by Seller.

10.4 Ad Valorem Taxes: No ad valorem taxes will be due from Purchaser at Closing. Seller shall be responsible for payment of all charges under any leases, licenses, easements, reciprocal easement agreements, management agreements, brokerage agreements, service contracts, and other agreements related to the Property for all periods before Closing.

11. CONDEMNATION/DAMAGE: Until the purchase of the Property has been consummated by Purchaser, all risk of loss respecting the Property (whether by the exercise of the power of eminent domain, or otherwise) shall be borne by Seller. In the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of the Property or any portion thereof by anyone having the power of eminent domain or damage to the Property, Purchaser shall, by written notice to Seller delivered within twenty (20) business days of receiving written notice from Seller of such event, elect to: (i) terminate this Agreement and all of Purchaser's obligations under this Agreement, whereupon the Earnest Money shall be returned to Purchaser and this Agreement shall terminate and no party shall have any right, duty or obligation under this Agreement, except as expressly set forth herein to the contrary; or (ii) consummate the purchase of Property as so damaged, as applicable, pursuant to the terms and provisions of this Agreement, whereupon Seller shall transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to any compensation made or to be made on account of such taking and all insurance proceeds, rights under insurance policies and claims related to such damage event, along with the amount of any deductible under any insurance policy (whether paid or pending claims).

12. DEFAULT

12.1 Seller's Default: If the sale and purchase of the Property is not consummated because of Seller's default and the default continues for a period of ten (10) days after written notice of such default is given to Seller by Purchaser, Purchaser shall elect as Purchaser's sole remedy for such default either to (i) terminate this Agreement by giving written notice of such termination to Seller, then have the Earnest Money returned to Purchaser upon demand (after first giving Seller ten (10) days prior written notice), whereupon all rights, duties and obligations of all the parties hereunder shall expire and this Agreement shall in all respects become null and void, except as expressly set forth herein to the contrary; or (ii) exercise its right to seek and obtain specific performance of Seller's obligation to convey the Property to Purchaser as described in this Agreement, and recover reasonable attorneys' fees and costs, and court costs actually incurred; PROVIDED, HOWEVER, that unless Purchaser files with the office of the Clerk of the Superior Court in the county wherein the Property is located, within ninety (90) calendar days of the expiration of such 10-day cure period noted above the legal process necessary to initiate such specific performance, then Purchaser shall be deemed to have waived forever its right so to seek and obtain such specific performance.

12.2 Purchaser's Default: If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's default hereunder and the default continues for a period of ten (10) days after written notice of such default is given to Purchaser by Seller, Escrow Agent shall (after first giving Purchaser ten (10) days prior written notice) pay over the

Barnest Money to Seller, as Seller's sole and exclusive remedy hereunder (except with respect to the indemnities contained in Sections 9.2.1 and 9.2.2 hereof) for such default of Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of said Barnest Money is intended not as a penalty, but as full liquidated damages pursuant to Official Code of Ga. Ann. § 13-6-7. The right to receive and retain the Barnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, the parties agreeing that the Barnest Money is a reasonable pre-estimate of Seller's probable loss in the event of a default by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser (except with respect to the indemnities contained in Sections 8 and 9 hereof): (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of the Barnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of said Barnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages as permitted under Official Code of Ga. Ann. § 13-6-7. The provisions of this Section 12.2 shall survive the rescission, cancellation or termination of this Agreement.

13. SELLER'S REPRESENTATIONS: As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants and represents, or covenants, to Purchaser as follows:

13.1 Condemnation: Seller has received no written notice of, nor, to the best of Seller's knowledge is there, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Seller shall, promptly after receiving any such written notice or learning of any such action, give Purchaser written notice thereof.

13.2 Governmental Compliance/Conditions: Seller has received no written notice, except as otherwise disclosed herein, that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances, or regulations affecting the Property, and Seller has no knowledge of any such violations. In the event Seller receives written notice of any such violations affecting the Property prior to the Closing, Seller promptly shall notify Purchaser thereof.

13.3 Tax Contests: Seller is not currently contesting ad valorem property taxes affecting the Property.

13.4 Seller: The person(s) executing this Agreement on behalf of Seller is duly authorized to do so. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement (and all documents and instruments and the transaction contemplated hereby or incidental hereto) on the part of Seller have been duly authorized and no other action by Seller is required to the valid and binding execution, delivery and performance of this Agreement by Seller.

13.5 Status and Authority of Seller: Seller is a Georgia entity that is in good standing and has all requisite power and authority to execute and deliver this Agreement and consummate the Closing.

13.6 Litigation. To Seller's knowledge there are no actions or proceedings pending or threatened against the Seller or the Property.

14. DELIVERY AND CLOSING CONDITIONS: To Seller's actual knowledge without any independent inspections, the Property is free and clear of any adverse environmental conditions and is not encumbered by encroachments, easements, or leases, except as otherwise provided herein.

15. MISCELLANEOUS:

15.1 Time of Essence: Time is of the essence of this Agreement.

15.2 Notices. All notices, requests, demands, and other communications required or permitted hereunder ("Notice") shall be in writing and shall refer to this Agreement.

15.2.1 "Notice" means any notice, demand, request, or other communication or document to be provided under this Agreement. Notice by either party to the other required or permitted under this Agreement may be given when delivered by electronic mail, by hand, when sent by certified mail, return receipt requested, by reputable courier service, or by overnight delivery via Federal Express or United Parcel Service. (i) If delivered by electronic mail, the Notice shall be deemed to have been sent, given, and received upon dispatch by the sending party sent to the correct email address. (ii) If delivered by hand, Notice shall be deemed to have been sent, given, and received when actually received by the addressee. (iii) If sent by certified mail or overnight delivery, Notice shall be deemed to have been sent, given, and received on the third (3rd) Business Day (if sent certified mail) or on the next Business Day (if sent overnight) following the date of such deposit (whether or not actually received by addressee) when properly deposited with the United States Postal Service, Federal Express, or United Parcel Service with the proper address and postage paid therewith. (iv) If sent by courier service, Notice shall be deemed to have been sent, given, and received when delivered to said courier service with the proper address and delivery charges either prepaid or charged to a proper account, and shall be deemed to have been received when actually received by the addressee. The addresses to which Notices shall be sent are:

If to Seller:

Franklin County Industrial Building Authority
c/o Franklin Springs Downtown Development Authority
Attention: Tonya Powers
961 Hull Avenue
Carnesville, Georgia 30521
Telephone: 706-614-0438
Email: tonya@franklin-county.com

If to Purchaser:

Rock Hill Poultry, LLC
Attention: Zac Hill
3026 Gateway Centre Parkway
Gainesville, Georgia 30507
Phone 770-654-2911
Email: zac@rockhillpoultry.com

If to Broker:

Avison Young
Attention: Lee Hemmer
425 Spring Street, SE
Suite 200
Gainesville, Georgia 30501

Itemnumberreportes@gmail.com

Escrow Agent:

Avison Young
Attention: Kelly Goin
425 Spring Street, SE
Suite 200
Gainesville, Georgia 30501

15.3 Entire Agreement: This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of Purchaser and Seller.

15.4 Counterparts: This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15.5 Waiver: Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be expressly waived by such party.

15.6 Date of Performance: If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15.7 Survival: Unless otherwise specified in this Agreement, all of the representations, warranties, covenants and agreements of the parties shall survive Closing and shall not merge with the delivery of the deed at Closing.

15.8 Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Nothing expressed or implied in this Agreement shall be construed to give any other person or entity any legal or equitable rights hereunder. The rights and obligations of this Agreement may be assigned by Purchaser without the prior written consent of Seller. Seller shall and does hereby expressly consent and agree to the assignment by Purchaser of Purchaser's rights hereunder to any person, firm, partnership, or corporation (including a corporation or partnership to be formed hereafter) provided such assignee shall assume all of the obligations of Purchaser hereunder. If such assignment is made, then the sale contemplated by this Agreement shall be consummated in the name of any such assignee.

15.9 Tax Information: Seller and Purchaser shall each provide such tax information as the respective counsel may reasonably request in order to effect compliance with the reporting requirements of federal, state and local tax laws. This Section 15.9 shall survive the Closing.

15.10 No Drafting Presumptions: Both Purchaser and Seller have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

15.11 Governing Law: This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the Superior Court of Hall County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Hall County, Georgia and agree that venue is proper in such Court and hereby waive any jurisdictional or venue rights they may have otherwise. Provided however, that if the claim or dispute involves questions of federal law, then jurisdiction and venue shall be in the United States District Court, Northern District of Georgia, Gainesville Division. Diversity of the parties shall not be considered a federal question under this Agreement. In the event of a dispute under this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.

15.12 Waiver of Jury Trial: By executing this Agreement, each party knowingly, voluntarily and intentionally waives its rights and the rights its heirs, assigns, successors or personal representatives may have to a trial by jury in any action, proceeding or suit, whether arising in contract, tort or otherwise, and whether asserted by way of complaint, answer, cross-claim, counterclaim, affirmative defense or otherwise, based on, arising out of, under or in connection with this Agreement or any other instrument, document or agreement to be executed in connection herewith or modification or extension of any of the foregoing.

15.13 Like Kind Exchange: In the event Purchaser or Seller elect to consummate the purchase and sale contemplated by this Agreement as an exchange pursuant to Internal Revenue Code Section 1031, then each party shall cooperate accordingly. Neither party shall be obligated to pay any costs associated with the other party's IRC Section 1031 election.

15.14 Time Limit of Contract: This Agreement will automatically expire 6:00 PM on June 1, 2022 unless executed by Purchaser and Seller prior to that time.

15.15 Use Authorization: Prior to the expiration of the Inspection Period, Seller to provide in writing from all local authorities confirming that Property's zoning allows for Purchaser's intended use.

15.16 Land Disturbance Permit: This Agreement remains subject to Purchaser obtaining a land disturbance permit from Franklin Springs. If Purchaser is unable to obtain said land disturbance permit within one hundred eighty (180) days following the Effective Date, Purchaser may terminate this Agreement as outlined in Section 7 herein.

15.17 Sewer Capacity and Treatment Plant: Within the Inspection Period, Seller to provide Purchaser written confirmation from Franklin Springs providing future sewer capacity of up to 1,000,000 gallons per day to Purchaser for Purchaser's intended use on Property. Seller to provide a timeline of construction and completion of Franklin Springs' planned Treatment Plant that will be located on the 20 acres to the West of Property as shown on Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates set forth opposite the signatures.

ROCK HILL POULTRY, LLC

Purchaser

By: _____

Print Name: ZAC HILL

Date: 5/17/2022

FLAVELLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY

By: _____

is Chairman
Leroy D. Hill

Date: 5/18/2022

BROKER:

AVISON YOUNG

(GA License # 663351)

By: FRANK N SIMPSON (CJM SIOK)

Broker or Broker's Affiliated Licensee

Print Name: Frank Simpson (CJM SIOK) (GA License # 141987), Managing Director
c/o Leo Henner, CJM, SIOK

Agreed to and accepted by, ESCROW AGENT

Avison Young, designated by:

By: FRANK N SIMPSON (CJM SIOK)

Name: FRANK N SIMPSON (CJM SIOK) (Authorized agent)

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "First Amendment") is made and entered into as of the 1st day of September, 2022 by and between **FRANKLIN SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY** (herein called "Seller") and **ROCK HILL POULTRY, LLC** (herein called "Purchaser").

RECITALS

A. Seller and Purchaser entered into a Purchase and Sale Agreement with a Binding Agreement Date of May 18, 2022 (the "Purchase Agreement");

B. Seller and Purchaser have agreed to modify certain provisions of the Purchase Agreement; and

C. Capitalized terms not otherwise defined will have the meanings set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1) The Title Examination Period as outlined in Section 6.2 of the Purchase Agreement is extended to January 15, 2023.

2) The Inspection Period as outlined in Section 7 of the Purchase Agreement is extended to December 31, 2022.

3) By December 15, 2022, Seller agrees to provide written confirmation of sewerage allocation ("Allocation") from any necessary State of Georgia departments required to approve of said Allocation as further noted in Section 15.17 of the Purchase Agreement. If Seller cannot provide Buyer with Allocation on or before December 15, 2022, Purchaser may and Seller agrees to extend the Inspection Period an additional Ninety (90) days for Seller to obtain Allocation. Purchaser and Seller to memorialize this extension in writing on or before December 15, 2022.

4) To the extent of any conflict between the Purchase Agreement and this Amendment, this Amendment shall control. Unless specifically modified herein, all terms of the Purchase Agreement shall remain in full force and effect. This Amendment (a) shall bind and benefit the parties hereto and their respective heirs, administrators, executors, successors and assigns; (b) shall be governed by the laws of the State of Georgia and United States Federal law, as applicable; and (c) may be executed in several counterparts, and by the parties hereto on separate

counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement. A document signed by electronic means shall be treated as an original document and any such signature shall be treated as an original signature.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and sealed the date first written above.

FRANKLIN SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY
The Seller

By: Levy D. Moore Date: 9/14/22
Print Name: Levy D. Moore

ROCK HILL POULTRY, LLC
The Purchaser

By: Zac Hill Date: 9/6/2022
Zac Hill, its managing member

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Second Amendment") is made and entered into as of the 30th day of December, 2022 by and between FRANKLIN SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (herein called "Seller") and ROCK HILL POULTRY, LLC (herein called "Purchaser").

RECITALS

A. Seller and Purchaser entered into a Purchase and Sale Agreement with a Binding Agreement Date of May 18, 2022 and amended September 1, 2022 (collectively, the "Purchase Agreement");

B. Seller and Purchaser have agreed to modify certain provisions of the Purchase Agreement; and

C. Capitalized terms not otherwise defined will have the meanings set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

- 1) The Title Examination Period as outlined in Section 6.2 of the Purchase Agreement is extended to April 30, 2023.
- 2) The Inspection Period as outlined in Section 7 of the Purchase Agreement is extended to April 1, 2023.

- 3) By March 15, 2023, Seller agrees to provide written confirmation of sewerage allocation ("Allocation") from any necessary State of Georgia departments required to approve of said Allocation as further noted in Section 15.17 of the Purchase Agreement. If Seller cannot provide Buyer with Allocation on or before March 15, 2023, Purchaser may and Seller agrees to extend the Inspection Period an additional Ninety (90) days for Seller to obtain Allocation. Purchaser to memorialize this extension in writing on or before March 15, 2023.

- 4) To the extent of any conflict between the Purchase Agreement and this Amendment, this Amendment shall control. Unless specifically modified herein, all terms of the Purchase Agreement shall remain in full force and effect. This Amendment (a) shall bind and benefit the parties hereto and their respective heirs, administrators, executors, successors and assigns; (b) shall be governed by the laws of the State of Georgia and United States Federal law, as applicable; and (c) may be executed in several counterparts, and by the parties hereto on separate

PAGE 1

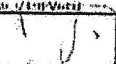
EXHIBIT

3

counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement. A document signed by electronic means shall be treated as an original document and any such signature shall be treated as an original signature.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and sealed the date first written above.

FRANKLIN SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY
The Seller

By:  Date: 12/30/2022
Print Name: Lee Moore

ROCK HILL POULTRY, LLC

The Purchaser
By:  Date: 12/30/2022
Zac Hill, its managing member

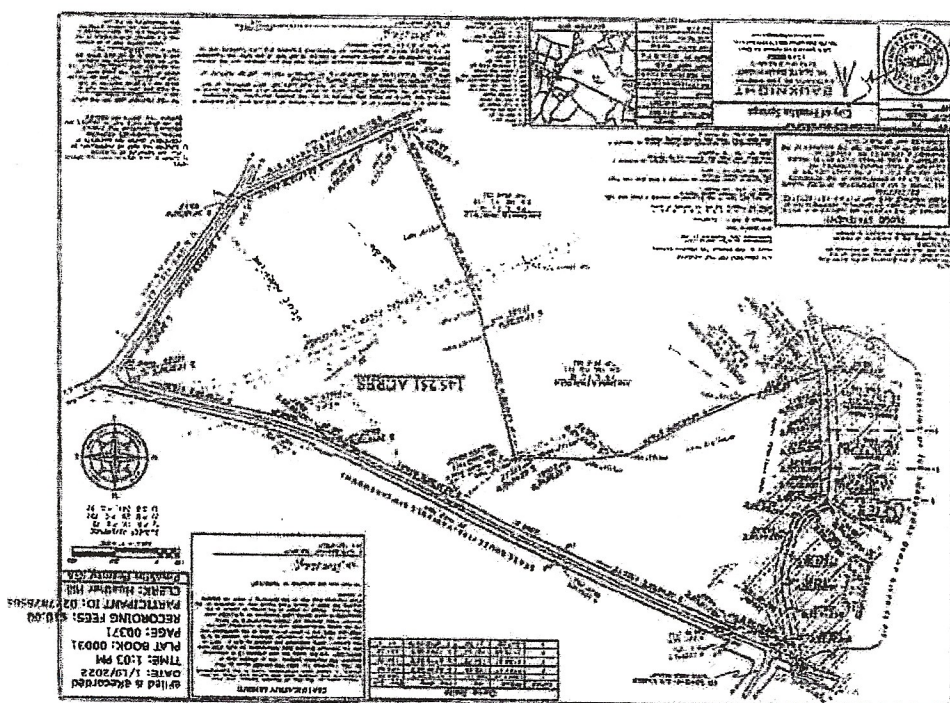


EXHIBIT "A"

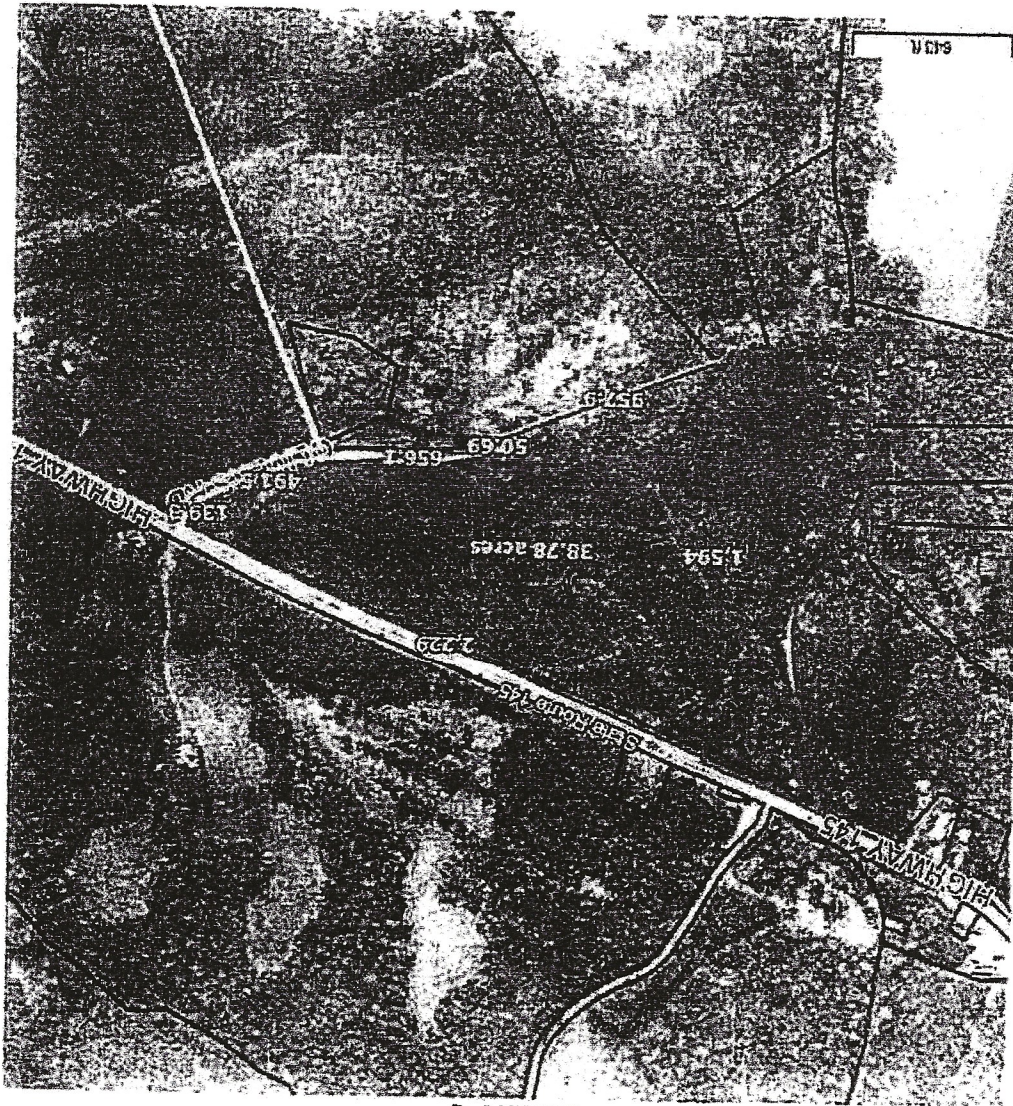


EXHIBIT "B"



Matt Skilling <mskilling@toccoalaw.com>

Fwd: Project Air questions

1 message

Levy Moore <levy.moore@cityoffranklinsprings.com>
To: Matt Skilling <mskilling@toccoalaw.com>
Wed, Apr 5, 2023 at 2:15 PM

Get Outlook for iOS

From: Gregory Blount <gblount@kmcilaw.com>
Sent: Wednesday, April 5, 2023 1:49:54 PM
To: Levy Moore <levy.moore@cityoffranklinsprings.com>; Tonya <tonya@franklin-county.com>; tonyaf@franklin-county.com>
Cc: tiefevre@smf-law.com <tiefevre@smf-law.com>; zac@rockhillfoods.com <zac@rockhillfoods.com>; Kate Hopkins <khopkins@kmcilaw.com>
Subject: RE: Project Air questions

Ms. Powers and Mayor Moore,

Your email below relating to Project Air was forwarded to us for a reply. We represent the principals with this development and thank you for your interest and questions provided below. As you may know, this project is subject to a purchase and sale agreement between Franklin Springs Downtown Development Authority and Rock Hill Poultry, LLC. Franklin Springs Downtown Development Authority is the owner of the property where the project will be located and has committed to providing sewer capacity needed for this project. We understand that the expanded and upgraded wastewater treatment system contemplated for this project will benefit the region by allowing some consolidation of wastewater treatment services through a modern state-of-art wastewater treatment plant. The subject property's zoning already supports the project. Additionally, since the project will be located within the City limits of Franklin Springs, Georgia, Rock Hill has been coordinating with the City to obtain any additional approvals and improvements necessary for the project.

Rock Hill believes that the purchase and sale agreement and its amendments contains the entire agreement for the purchase and use of the property and a memorandum of understanding between Rock Hill and the Franklin County Industrial Building Authority is not necessary at this time. I have attached the purchase and sale agreement here for your reference. Additionally, I am attaching a proposed Third Amendment for your review and signature. This Amendment extends the relevant contract dates and we believe that it provides both parties with the opportunity to further discuss the project.

If you wish to discuss the terms of the sale agreement further, please contact Tom LeFevre, real estate counsel for this matter, who is copied here. We also invite you to forward this message to the City's Attorney in case they may have questions.

Project Air remains committed to being a good neighbor and positive economic catalyst for the community.

Thank you very much,



Greg Blount

Gregory W. Blount

direct: 404-390-2022

mobile: 404-309-3214



Kazmarek Mowrey Cloud Laseier LLP

1230 Peachtree St N.E., Suite 900

Atlanta, Georgia 30309

kmcllaw.com

LinkedIn

NOTICE: This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone or by electronic mail, and delete this message and all copies and backups thereof. Thank you.

Begin forwarded message:

From: Lee Moore <levydmoores@yahoo.com>
Date: February 6, 2023 at 11:32:39 AM EST
To: Zac Hill <zac@rockhillfoods.com>
Subject: Fw: Project Air questions

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, February 3, 2023, 12:36 PM, Tonya Powers <tonya@franklin-county.com> wrote:

Good afternoon,

We are drafting an MOU for Project Air, can you provide answers to the following questions that require an answer:

1. Project has to sell property back to FS DDA
2. Definitions of state of the art facilities being built Hatchery and Processing Plant

- Poultry Only?
3. Water rate/Wastewater rate usage agreement
 4. All raw materials must be transported in or out of facilities in covered and sealed vehicles and unloaded and cleaned inside the facility
 5. No Land Application
 6. No Incineration at any facilities
 7. Light pollution standards and specifications
 8. Engineering – All Reports, Conceptual Plan, Water Usage, Sewer Usage, Natural Gas Usage,
 9. Sights?, Smells?, Sound? – define and need concrete data and plans
 10. Number of Jobs
 - 11 Pay Scale
 12. Environmental reports and permits

If you have any questions or comments please let me know.
Thank you.

Tonya Powers
Franklin County Industrial Building Authority
PO Box 151

Carnesville, Ga. 30521

ph: 706.384.5112

Mobile: 706.614.0438

tonya@franklin-county.com / www.thinkfranklin.com

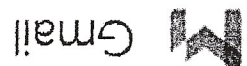
2 attachments

 Rock Hill Foods - Proposed Third Amendment to PSA.docx 18K

 Rock Hill Foods and Franklin Springs PSA with First and Second Amendments.pdf 1426K

8/2/23, 7:48 AM

Toccoa Law Mail - Fwd: Items for attention



Matt Skilling <mskilling@toccoalaw.com>

Fwd: Items for attention

1 message

Tonya Powers <tonya@franklin-county.com>
To: Lee Moore <levymooore@yahoo.com>, Matt Skilling <mskilling@toccoalaw.com>

Good morning,

Lee wanted me to forward our last communication with Zac over to you.
Thank you.

----- Forwarded message -----

From: Tonya Powers <tonya@franklin-county.com>
Date: Tue, Mar 21, 2023 at 3:44 PM

Subject: Items for attention
To: Zac Hill <zac@rockhillfoods.com>

Good afternoon,

In an effort to get a few items that need attention together in one email to help move things forward, please reply back to the following items:

1. MOV for Project Air, can you provide answers to the following questions that require an answer:

2. Definitions of state of the art facilities being built Hatchery and Processing Plant
Poultry Only?

3. Water rate/Wastewater rate usage agreement

4. All raw materials must be transported in or out of facilities in covered and sealed
vehicles and unloaded and cleaned inside the facility

5. No Land Application

6. No Incineration at any facilities

7. Light pollution standards and specifications

8. Engineering - All Reports, Conceptual Plan, Water Usage, Sewer Usage, Natural
Gas Usage,

9. Sights?, Smells?, Sound? - define and need concrete data and plans

10. Number of Jobs

11. Pay Scale

12. Environmental reports and permits

2. Utility information for Georgia Power:

I have been contacted by Georgia Power regarding industrial customers power usage for Franklin Springs projects, they have
specifically requested the following information:

1. site plan

2. electrical load information

I appreciate all of your help on this. If there are additional questions/ items that you waiting on from Franklin Springs, please let me
know and I will work to move those as well.

Thank you.

Tonya Powers

Franklin County Industrial Building Authority

(P) Box 151

Carrollville, Ga 30521

ph: 706.384.5112

Mobile: 706.614.038

tonya@franklin-county.com / www.thinkfranklin.com

Tonya Powers

Franklin County Industrial Building Authority

(P) Box 151

Carrollville, Ga 30521

ph: 706.384.5112

https://mail.google.com/mail/u/1/?ik=a425b075b8&view=pl&search=all&permthid=thread-f:1772589416725836994%7Cmsg-f:1



8/2/23, 7:48 AM

891071 1990-01007A

tanya@franklin-county.com www.thinkfranklin.com

Tococa Law Mail - Fwd: Items for attention

<https://mail.google.com/mail/u/1/?ik=4d25b075db&view=pl&search=all&permmsgid=thread-177258941672583836994%7Cmsg-g-1772589416725836994...>

1

Charles Baker, Clerk
Hall County, Georgia

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the foregoing Dismissal with Prejudice by depositing the same in the United States mail, First Class postage prepaid and addressed to:

Rock Hill Poultry, LLC
Registered Agent, Thomas LeFevre
200 Main Street, Ste. 600
Gainesville, Ga 30501

This 28th day of February, 2024.

Sanders, Ranck & Skilling, P.C.

/s/ MATTHEW D. SKILLING
Matthew D. Skilling
Georgia Bar No. 159037
Attorney for Plaintiff

Sanders, Ranck & Skilling, P.C.
P.O. Box 1005
Toccoa, GA 30577
706.886.7533 (p)
706.886.0617 (f)
mskilling@toccoalaw.com