

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA - THURSDAY, FEBRUARY 15, 2018  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
6:00 PM**

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**A. ROLL CALL**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. ANNOUNCEMENTS**

**E. APPROVAL OF MINUTES**

[Minutes](#) of the Voting Session held on February 1, 2018

**F. APPROVAL OF AGENDA**

**G. PUBLIC COMMENT**

**H. ALCOHOL LICENSE**

[1. New Alcohol License](#) (*Retail Package of Beer and Wine*) - Walgreens Co. d/b/a Rite Aid No. 11816

**I. ZONINGS**

- [1. AVR 17-06](#)- Dwarkesh Inc. has made a request to appeal the Planning Director's approval of AVR 17-06 - To vary from the Land Use Resolution, Article IV, Section 400.A for a 10-foot front setback reduction along SR 53 and a 5-foot front setback reduction along War Hill Park Road to allow for the construction of a gas pump canopy. The property is located on TMP 115-060 and is zoned CHB (Commercial Highway Business).
- [2. ZA 17-10](#)- Brodie Allred on behalf of Norkot Financial Inc. has made a request to rezone 46.73 acres from RA (Residential Agriculture) to RSR (Residential Sub-Rural) for a 30-lot single-family residential community. The property is located at TMP 118-040. The property is zoned RA (Residential Agriculture).

**J. PUBLIC HEARINGS**

- [1.](#) Text Amendments to the Land Use Resolution of Dawson County (*1st of 2 hearings. 2nd hearing will be held on March 15, 2018*)
- [2.](#) Text Amendments to the Development and Design Guidelines Georgia 400 Corridor (*1st of 2 hearings. 2nd hearing will be held on March 15, 2018*)

**K. UNFINISHED BUSINESS**

- [1.](#) Consideration of Impact Fee Methodology Report Final Draft (*tabled from the February 1, 2018, Voting Session*)

**L. NEW BUSINESS**

- [1.](#) Consideration of Blacks Mill Bridge Professional Service Design Authorization

- [2.](#) Consideration of RFQ #301-17 Insurance Broker Services Award Recommendation
- [3.](#) Consideration of Board Appointment:
  - a. Avita Community Partners**
    - i. Angelia Brown- Replacing Joe Hirsch (Jessica Douglas) (Term: February 2018 through June 2020)*
- [4.](#) Consideration of Annexation #C8-00007
- [5.](#) Consideration of Annexations #C8-00009 through #C8-00016 and #C8-00019 through #C8-00026

## **M. PUBLIC COMMENT**

## **N. ADJOURNMENT**



**Backup material for agenda item:**

Minutes of the Voting Session held on February 1, 2018

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION MINUTES – FEBRUARY 1, 2018  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE  
6:00PM**

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**ROLL CALL:** Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Hamby, District 3; County Manager Headley; County Attorney Frey; County Clerk Cloud; and interested citizens of Dawson County. Commissioner Nix was not present.

**INVOCATION:** Chairman Thurmond

**PLEDGE OF ALLEGIANCE:** Chairman Thurmond

**ANNOUNCEMENTS:**

None

**APPROVAL OF MINUTES:**

Motion passed unanimously to approve the minutes from the Voting Session held on January 18, 2018. Hamby/Fausett

**APPROVAL OF THE AGENDA:**

Motion passed unanimously to approve the agenda as presented with the following change:

- Addition of an Executive Session after the meeting

Hamby/Gaines

**PUBLIC COMMENT:**

None

**CONSENT AGENDA:**

*Consideration of Bobcat E85 Purchase*

Motion passed unanimously to approve the purchase of an E85 Bobcat at the request of the Public Works director. Gaines/Fausett

**UNFINISHED BUSINESS:**

*Consideration of Development Authority of Dawson County Budget Request*

Motion passed unanimously to approve a \$135,000 operating budget for the Development Authority of Dawson County. Gaines/Hamby

*Consideration of Impact Fee Methodology Report Final Draft*

Motion passed unanimously to postpone consideration of the Impact Fee Methodology Report Final Draft until the February 15, 2018, Voting Session. Gaines/Hamby

**NEW BUSINESS:**

Consideration of FY 2018 State Public Defender Contract

Motion passed unanimously to approve the FY 2018 State Public Defender Contract.  
Fausett/Hamby

Consideration of FY 2018 Intergovernmental Agreement for Public Defender Services

Motion passed unanimously to approve the FY 2018 Intergovernmental Agreement for Public Defender Services. Hamby/Gaines

Consideration of Phase 3 SPLOST VI Proposal and Projects Update

Motion passed unanimously to approve the Phase 3 SPLOST VI Proposal and Projects Update.  
Fausett/Hamby

Consideration of IFB #302-17 Parking/Roadway Milling/Repaving of Veterans Memorial Park/Senior Services Award

Motion passed unanimously to award IFB #302-17- Parking/Roadway Milling/Repaving of Veterans Memorial Park/Senior Services to Blount Construction Company, the lowest qualified, responsive and responsible bidder as submitted. Fausett/Hamby

Consideration of Dawson County Transit Drug and Alcohol Testing Policy Update

Motion passed unanimously to approve the update to the Dawson County Transit Drug and Alcohol Testing Policy. Gaines/Hamby

Consideration of SR 183 Cochrans Creek Bridge Replacement Detour

Motion passed unanimously to approve Keith Evans Road as the detour during the SR 183 Cochrans Creek Bridge Replacement. Hamby/Fausett

Consideration of SR 9 S Dawson Forest Roundabout Lighting Agreement

Motion passed unanimously to approve the SR 9 S Dawson Forest Roundabout Lighting Agreement with the Georgia Department of Transportation. Gaines/Fausett

Consideration of Board Appointment:

Motion passed unanimously to approve the following board appointment:

**a. Dawson County Library Board**

- i. Don Cargill- *appointment* (Term: February 2018 through December 2020)

Fausett/Gaines

Consideration of ANX# C7-00307

Motion passed unanimously to take no further action on the agenda item. Gaines/Fausett

**PUBLIC COMMENT:**

None

**EXECUTIVE SESSION:**

Motion passed unanimously to go into Executive Session for the purpose of litigation and personnel. Fausett/Hamby

Motion passed unanimously to come out of Executive Session. Hamby/Fausett

**ADJOURNMENT:**

APPROVE:

ATTEST:

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Kristen Cloud, County Clerk

DRAFT

**Backup material for agenda item:**

New Alcohol License (Retail Package of Beer and Wine) - Walgreens Co. d/b/a Rite Aid No. 11816

Walgreens Co. has purchased the Rite Aid store located at 204 Dawson Village Way South in Dawsonville. It is asking for a retail sales alcohol license to sell beer and wine. All paperwork as been submitted and approved, and all background checks have been completed.

# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

### APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

This application must be signed by the applicant and notarized. Every question must be fully answered with the answer typewritten or printed. If the space provided is not sufficient, answer on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed, the application must be dated, signed, and verified under oath by the applicant and submitted to Planning and Development, together with the license fee(s) and the administrative/investigative fee (separate checks). All fees are payable to Dawson County in certified funds (bank check, certified check, or money order). **The applicant must be not less than 21 years of age.**

NOTICE: Any false answer to any question could result in the denial of a license, or in the event a license is issued, in the revocation or suspension of the license. **\*\*\*KEEP A COPY OF ALL FORMS SUBMITTED\*\*\***

#### FOR OFFICIAL USE ONLY:

Name of Business: Walgreens Co. d/b/a 11816  
Date Received: 12-19-17 License Fee Enclosed: \$ 1300.00  
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_  
State License Number: \_\_\_\_\_  
Local License Number: \_\_\_\_\_  
Administrative/Investigative Fee Enclosed: \$ 1000 Advertising Fee Enclosed: \$ 0 N/A

1. TYPE OF LICENSE: (check one):  NEW  AMENDMENT (TRANSFER)
2. ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Consumption on Premises)  
ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Retail Package)  
ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Transfer of License)  
*Note: Administrative/Investigative fees may be higher depending on the number of persons for which we conduct a federal and state background check.*  
ADVERTISING FEE:  \$ 40.00 (Distilled Spirits)  
(Consumption on Premises & Retail Package)

3. TYPE OF BUSINESS:
- |   |   |
|---|---|
| <input type="checkbox"/> Bona Fide Eating Establishment             | <input type="checkbox"/> Indoor Commercial Recreation Facility            |
| <input type="checkbox"/> Super Market                               | <input type="checkbox"/> Hotel/Motel                                      |
| <input type="checkbox"/> Convenience Store                          | <input type="checkbox"/> Caterer (must have alcohol by the drink license) |
| <input type="checkbox"/> Package Liquor Store (see Item 14, Page 5) | <input checked="" type="checkbox"/> Other Pharmacy/ Retail                |
- Explain: \_\_\_\_\_

Will live entertainment be offered? No If Yes, Explain: \_\_\_\_\_

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**4. TYPE OF LICENSE AND FEES:**  
(Check all that apply)

**PAYMENT BY CERTIFIED FUNDS ONLY!!**

Note: If license is issued after July 1st, fees are one half.

**RETAIL PACKAGE:** (Total: Beer - Wine - Distilled Spirits = \$5,800)  
(Total: Beer - Wine = \$1,300)

Beer \$650                       Wine \$650                       Distilled Spirits \$4,500

**GROCERY & CONVENIENCE STORES: ATTACH COPY OF DEPT. OF AGRICULTURE FOOD ESTABLISHMENT LICENSE.**

**RETAIL CONSUMPTION ON PREMISES:** N/A (Total: Beer - Wine - Distilled Spirits = \$4,800)  
(Total: Beer - Wine = \$1,500)

Distilled Spirits    \$3,300  
 Beer                      \$ 750                       Add'l Fixed Bars # \_\_\_\_\_ \$ 500 (each bar)  
 Wine                      \$ 750                       Movable Bars    # \_\_\_\_\_ \$ 250 (each bar)

**PRIVATE CLUB:**

**Note: Must obtain a retail consumption on the premises license.**

Beer \$750                       Wine \$750                       Distilled Spirits \$3,300

**HOTEL IN-ROOM SERVICE:**

**Note: Must obtain a retail consumption on the premises license before Hotel In-Service License is issued.**

Beer \$750                       Wine \$750                       Hotel In-Service \$250

**SPECIAL EVENT ALCOHOL PERMIT:**

**Note: Must complete additional Special Event Alcohol Permit Form # 2-B.**

\$25 Per Day

**5. BUSINESS**

(a) Business Name: Walgreen Co. d/b/a Rite Aid #11816

(b) Location: 204 Dawson Village Way South

Street Number                      Street Name

Dawsonville                      GA                      30534  
City                      State                      Zip Code                      Phone Number

(c) Mailing Address: PO Box 901

**For Renewals:** Street Number                      Street Name

Deerfield                      IL                      60015                      (847) 527-4238  
City                      State                      Zip Code                      Phone Number

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**6. OWNER:**  
 (a) Full Name: Walgreen Co. FEIN: 36-1924025  
Social Security #

(b) Corporation or LLC Name (if applicable): Walgreen Co.

(c) Location: 300 Wilmot Road  
Street Number      Street Name

Deerfield      IL      60015  
 City      State      Zip Code      Phone Number

(d) Mailing Address: PO Box 901  
Street Number      Street Name

Deerfield      IL      60015      (847) 527-4238  
 City      State      Zip Code      Phone Number

**7. REGISTERED AGENT: (Applicant may name a registered agent - attach Registered Agent Consent Form #2-A.)**

(a) Full Name: N/A  
Social Security #

(b) Address: \_\_\_\_\_  
Street Number      Street Name

\_\_\_\_\_  
 City      State      Zip Code      Phone Number

**8. TYPE OF OWNERSHIP:**

- |  |   |
|--|---|
| <input type="checkbox"/> Sole Proprietorship   | <input type="checkbox"/> Legally Registered Partnership |
| <input type="checkbox"/> Private Held Corporation  | <input type="checkbox"/> Public Held Corporation        |
| <input type="checkbox"/> Public Held Corporation Subject to S.E.C. Regulations   | <input type="checkbox"/> Limited Liability Company      |
| <input checked="" type="checkbox"/> Other; explain <u>Sole shareholder is a public held corporation subject to SEC regulation.</u> |   |

**9. FOR PARTNERSHIP ONLY:** N/A

(a) Date the Partnership was formed: \_\_\_\_\_

(b) Attach Partnership Agreement \_\_\_\_\_

(c) List Partners:

| Name & Resident Address<br>(Attach separate sheet if necessary) | Social Security Number | G - General<br>L - Limited<br>S - Silent | Interest Investment<br>\$ | Participation<br>% |
|---|------------------------|--|---------------------------|--------------------|
|   |                        |  |                           |                    |
|   |                        |  |                           |                    |
|   |                        |  |                           |                    |
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|   |                        |  |                           |                    |
|   |                        |  |                           |                    |



## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**10. FOR CORPORATION or LLC ONLY: (Attach Articles & Certificate of Incorporation/ Organization)**

- (a) Date of Incorporation/Organization: February 15, 1909
- (b) Place of Incorporation/Organization: Illinois
- (c) State Parent Corporation, if applicable: Walgreen Boots Alliance, Inc.
- (d) Number of Shares of Capital Stock Authorized, if applicable: \_\_\_\_\_
- (e) Number of Shares of Outstanding Stock, if applicable: \_\_\_\_\_
- (f) For Corporations or LLC's, list officers, directors, members, and/or principal shareholders with 20% or more of the stock:

| Name                | Social Security # | Position                                  | Interest % |
|---------------------|-------------------|---|------------|
| Richard M. Ashworth | XXX-XX-6746       | President, Pharmacy and Retail Operations | 0%         |
| Alan Nielsen        | XXX-XX-6325       | Sr. Vice President, CFO, Treasurer        | 0%         |
| Collin Smyser       | XXX-XX-9684       | Treasurer                                 | 0%         |
| Amelia Legutki      | XXX-XX-5739       | Assistant Secretary                       | 0%         |

- (g) Is the corporation owned by a parent corporation or held by a holding company? Yes  
 If yes, explain: Sole stockholder - Walgreens Boots Alliance, Inc.

**11. FOR PRIVATE CLUBS ONLY: N/A**

- (a) Date of organization under the laws of the State of Georgia: \_\_\_\_\_
- (b) State the total number of regular dues paying members: \_\_\_\_\_
- (c) Is any member, officer, agent, or employee compensated directly or indirectly from the profits of the sale of distilled spirits beyond a fixed salary as established by its members at any annual meeting or by its governing board out of the general revenue of the club?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (d) **Attach minutes of the annual meeting setting salaries.** For private club, list officers, directors and/or principal shareholders with 20% or more of the stock.

| Name | Social Security # | Position |
|------|-------------------|----------|
|      |                   |          |
|      |                   |          |
|      |                   |          |
|      |                   |          |

**12. FINANCING:**

- (a) Bank to be used by business, include branch: Bank of America, J. P. Morgan and Sumitomo Mitsui Banking Corporation
- (b) State total amount of capital that is or will be invested in the business by any party or parties: \$4.3 billion
- (c) State total amount of funds invested by the owner: None
- (d) State total amount of funds invested by parties other than the owner: None
- (e) If any capital is borrowed:

| Name of Lender                      | Date                    | Amount             | Interest Rate |
|-------------------------------------|-------------------------|--------------------|---------------|
| Bank of America                     | 11/10/2014 - 10/17/2017 | \$3,000,000,000.00 |               |
| Bank of America                     | 8/24/2017 - 10/17/2017  | \$1,000,000,000.00 |               |
| J. P. Morgan                        | 2/1/2017 - 8/1/2017     | \$1,000,000,000.00 |               |
| Sumitomo Mitsui Banking Corporation | 8/24/2017 - 10/17/2017  | \$1,000,000,000.00 |               |

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**13. GENERAL INFORMATION:**

(a) Has owner and/or individual partner, shareholder, director, officer or member any interest in any manufacturer or wholesaler of alcoholic beverage? No

(b) Has owner and/or individual partner, shareholder, director, officer or member received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? No

(c) If answer is "Yes" to either of immediate foregoing, explain: N/A

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(d) Show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as owner(s), directors, officers or members) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the officers, directors or members of said corporation together with the names of the principal stockholders. None

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(e) List all other businesses engaged in the sale of alcohol beverages that you the owner, or any individual, partner, shareholder, officer, director or member has interest in, is employed by or is associated with in any way whatsoever, or has had interest in, has been employed by, or has been associated with in the past.

| Name   | Name or Business | Interest % |
|--|------------------|------------|
| <u>See attached Exhibit "A" for a list of alcohol licenses held by Walgreen Co. in Georgia</u> |                  |            |
|  |                  |            |
|  |                  |            |
|  |                  |            |
|  |                  |            |

**14. FOR PACKAGE LIQUOR STORE APPLICANTS: \*\*\*State of Georgia Regulations\*\*\***

N/A The State of Georgia will not issue a State Alcohol License to any person who has more than two (2) retail package liquor licenses. See official language below. Do not apply for a Dawson County License if you already have (or have interest in) two (2) package liquor store licenses in the State of Georgia.

**O.C.G.A. 3-4-21 and Regulation 560-2-2-40.**

*No person shall be issued more than two retail package liquor licenses, nor shall any person be permitted to have a beneficial interest in more than two retail package liquor licenses issued by the Department regardless of the degree of such interest.*

*For the purposes of explanation and applicability of the Code:*

*"Beneficial interest" as used here means: when a person holds the retail package liquor license in his own name, or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest in, or derives any economic benefit from, or has control over a retail package liquor business.*

*The term "person" shall include all members of a retail package liquor dealer licensee's family; and the term "family" shall include any person related to the holder of the license within the first degree of consanguinity and affinity as computed according to the canon law which includes the following: spouse, parents, step-parents, parents-in-law, brothers and sisters, step-brothers and step-sisters, brothers-in-law and sisters-in-law, children, step-children and children-in-law.*

Do you currently hold any package liquor licenses in your own name or have a beneficial interest in any package liquor licenses as described above?        Yes        No If yes, attach a separate sheet listing names, addresses, and license numbers.

# APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY

I, Amelia Legutki, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Amelia Legutki SIGNED <sup>her</sup> HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 8 DAY OF November, 20 17.

  
\_\_\_\_\_  
NOTARY PUBLIC



FOR OFFICIAL USE ONLY:

## PLANNING AND DEVELOPMENT REVIEW:

APPLICANT HAS OBTAINED ALL NECESSARY PERMITS AND LICENSES. (~~Building Permit~~ / Business License)

APPLICANT HAS COMPLETED ALL NECESSARY INSPECTIONS. (Fire Dept. / Health Dept. / Dept. of Agriculture-Retail Package only)

APPLICANT HAS COMPLETED **PREMISE & STRUCTURE FORM # 3** AND ATTACHED ALL REQUIRED INFORMATION IN ITEMS 10 through 15.

Date: 12-19-17

  
\_\_\_\_\_  
Planning and Development Director

  
\_\_\_\_\_  
Planning and Development Director

  
\_\_\_\_\_  
Planning and Development Director

FOR OFFICIAL USE ONLY:

## SHERIFF DEPARTMENT REVIEW:

APPLICANT HAS COMPLETED ALL REQUIREMENTS FOR FEDERAL AND STATE BACKGROUND CHECK AND IS APPROVED FOR THIS APPLICATION PROCESS.

Date: 1-24-18

  
\_\_\_\_\_  
Sheriff

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

| Location # | Doing Business As | Address1                       | City           | County  | State | Zip5  |
|------------|-------------------|--------------------------------|----------------|---------|-------|-------|
| 1646       | WALGREENS #01646  | 23 S MARIETTA PKWY SW          | MARIETTA       | COBB    | GA    | 30064 |
| 1646       | WALGREENS #01646  | 23 S MARIETTA PKWY SW          | MARIETTA       | COBB    | GA    | 30064 |
| 2171       | WALGREENS #02171  | 700 EAST DERENNE AVE           | SAVANNAH       | CHATHAM | GA    | 31405 |
| 2171       | WALGREENS #02171  | 700 EAST DERENNE AVE           | SAVANNAH       | CHATHAM | GA    | 31405 |
| 2359       | WALGREENS #02359  | 5373 PEACHTREE INDUSTRIAL BLVD | CHAMBLEE       | DEKALB  | GA    | 30341 |
| 2359       | WALGREENS #02359  | 5373 PEACHTREE INDUSTRIAL BLVD | CHAMBLEE       | DEKALB  | GA    | 30341 |
| 2454       | WALGREENS #02454  | 3116 HIGHWAY 34 E              | NEWNAN         | COWETA  | GA    | 30265 |
| 2454       | WALGREENS #02454  | 3116 HIGHWAY 34 E              | NEWNAN         | COWETA  | GA    | 30265 |
| 5336       | WALGREENS #05336  | 5320 MEMORIAL DR               | STONE MOUNTAIN | DEKALB  | GA    | 30083 |
| 5336       | WALGREENS #05336  | 5320 MEMORIAL DR               | STONE MOUNTAIN | DEKALB  | GA    | 30083 |
| 5368       | WALGREENS #05368  | 11509 ABERCORN ST              | SAVANNAH       | CHATHAM | GA    | 31419 |
| 5368       | WALGREENS #05368  | 11509 ABERCORN ST              | SAVANNAH       | CHATHAM | GA    | 31419 |
| 5485       | WALGREENS #05485  | 2779 N COBB PARKWAY            | KENNESAW       | COBB    | GA    | 30152 |
| 5485       | WALGREENS #05485  | 2779 N COBB PARKWAY            | KENNESAW       | COBB    | GA    | 30152 |
| 5580       | WALGREENS #05580  | 2035 CANDLER RD                | DECATUR        | DEKALB  | GA    | 30032 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                             |                |          |    |       |
|------|------------------|-----------------------------|----------------|----------|----|-------|
| 5580 | WALGREENS #05580 | 2035 CANDLER RD             | DECATUR        | DEKALB   | GA | 30032 |
| 5605 | WALGREENS #05605 | 695 W CROSSVILLE RD         | ROSWELL        | FULTON   | GA | 30075 |
| 5605 | WALGREENS #05605 | 695 W CROSSVILLE RD         | ROSWELL        | FULTON   | GA | 30075 |
| 5759 | WALGREENS #05759 | 585 DEKALB INDUSTRIAL WAY   | DECATUR        | DEKALB   | GA | 30033 |
| 5759 | WALGREENS #05759 | 585 DEKALB INDUSTRIAL WAY   | DECATUR        | DEKALB   | GA | 30033 |
| 5760 | WALGREENS #05760 | 3003 OLD ALABAMA RD         | JOHNS CREEK    | FULTON   | GA | 30022 |
| 5760 | WALGREENS #05760 | 3003 OLD ALABAMA RD         | JOHNS CREEK    | FULTON   | GA | 30022 |
| 5896 | WALGREENS #05896 | 1556 LAWRENCEVILLE HWY      | LAWRENCEVILLE  | GWINNETT | GA | 30044 |
| 5896 | WALGREENS #05896 | 1556 LAWRENCEVILLE HWY      | LAWRENCEVILLE  | GWINNETT | GA | 30044 |
| 5897 | WALGREENS #05897 | 1070 RICHARD D SAILORS PKWY | POWDER SPRINGS | COBB     | GA | 30127 |
| 5897 | WALGREENS #05897 | 1070 RICHARD D SAILORS PKWY | POWDER SPRINGS | COBB     | GA | 30127 |
| 5898 | WALGREENS #05898 | 5455 LAWRENCEVILLE HWY NW   | LILBURN        | GWINNETT | GA | 30047 |
| 5898 | WALGREENS #05898 | 5455 LAWRENCEVILLE HWY NW   | LILBURN        | GWINNETT | GA | 30047 |
| 5899 | WALGREENS #05899 | 181 SOUTH CLAYTON ST        | LAWRENCEVILLE  | GWINNETT | GA | 30046 |
| 5899 | WALGREENS #05899 | 181 SOUTH CLAYTON ST        | LAWRENCEVILLE  | GWINNETT | GA | 30046 |
| 5901 | WALGREENS #05901 | 2390 S COBB DRIVE SE        | SMYRNA         | COBB     | GA | 30080 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                               |               |           |    |       |
|------|------------------|-------------------------------|---------------|-----------|----|-------|
| 5901 | WALGREENS #05901 | 2390 S COBB DRIVE SE          | SMYRNA        | COBB      | GA | 30080 |
| 5901 | WALGREENS #05901 | 2390 S COBB DRIVE SE          | SMYRNA        | COBB      | GA | 30080 |
| 5902 | WALGREENS #05902 | 2670 COBB PARKWAY SE          | SMYRNA        | COBB      | GA | 30080 |
| 5902 | WALGREENS #05902 | 2670 COBB PARKWAY SE          | SMYRNA        | COBB      | GA | 30080 |
| 5954 | WALGREENS #05954 | 1247 WALNUT AVE W             | DALTON        | WHITFIELD | GA | 30720 |
| 5954 | WALGREENS #05954 | 1247 WALNUT AVE W             | DALTON        | WHITFIELD | GA | 30720 |
| 5954 | WALGREENS #05954 | 1247 WALNUT AVE W             | DALTON        | WHITFIELD | GA | 30720 |
| 5989 | WALGREENS #05989 | 2705 BUFORD HWY               | DULUTH        | GWINNETT  | GA | 30096 |
| 5989 | WALGREENS #05989 | 2705 BUFORD HWY               | DULUTH        | GWINNETT  | GA | 30096 |
| 5990 | WALGREENS #05990 | 2075 LAWRENCEVILLE SUWANEE RD | SUWANEE       | GWINNETT  | GA | 30024 |
| 5990 | WALGREENS #05990 | 2075 LAWRENCEVILLE SUWANEE RD | SUWANEE       | GWINNETT  | GA | 30024 |
| 6032 | WALGREENS #06032 | 595 PIEDMONT AVE NE STE 100   | ATLANTA       | FULTON    | GA | 30308 |
| 6032 | WALGREENS #06032 | 595 PIEDMONT AVE NE STE 100   | ATLANTA       | FULTON    | GA | 30308 |
| 6088 | WALGREENS #06088 | 2365 BUFORD DRIVE             | LAWRENCEVILLE | GWINNETT  | GA | 30043 |
| 6088 | WALGREENS #06088 | 2365 BUFORD DRIVE             | LAWRENCEVILLE | GWINNETT  | GA | 30043 |
| 6098 | WALGREENS #06098 | 125 JOHNNY MERCER BLVD        | SAVANNAH      | CHATHAM   | GA | 31410 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                        |                   |           |    |       |
|------|------------------|------------------------|-------------------|-----------|----|-------|
| 6098 | WALGREENS #06098 | 125 JOHNNY MERCER BLVD | SAVANNAH          | CHATHAM   | GA | 31410 |
| 6138 | WALGREENS #06138 | 2065 S HAIRSTON RD     | DECATUR           | DEKALB    | GA | 30035 |
| 6138 | WALGREENS #06138 | 2065 S HAIRSTON RD     | DECATUR           | DEKALB    | GA | 30035 |
| 6185 | WALGREENS #06185 | 2220 HEWATT ROAD       | SNELLVILLE        | GWINNETT  | GA | 30039 |
| 6185 | WALGREENS #06185 | 2220 HEWATT ROAD       | SNELLVILLE        | GWINNETT  | GA | 30039 |
| 6201 | WALGREENS #06201 | 2351 DAWSON RD         | ALBANY            | DOUGHERTY | GA | 31707 |
| 6201 | WALGREENS #06201 | 2351 DAWSON RD         | ALBANY            | DOUGHERTY | GA | 31707 |
| 6202 | WALGREENS #06202 | 6671 COVINGTON HWY     | LITHONIA          | DEKALB    | GA | 30058 |
| 6202 | WALGREENS #06202 | 6671 COVINGTON HWY     | LITHONIA          | DEKALB    | GA | 30058 |
| 6204 | WALGREENS #06204 | 7530 ROSWELL RD        | SANDY SPRINGS     | FULTON    | GA | 30350 |
| 6204 | WALGREENS #06204 | 7530 ROSWELL RD        | SANDY SPRINGS     | FULTON    | GA | 30350 |
| 6205 | WALGREENS #06205 | 2945 PANOLA ROAD       | LITHONIA          | DEKALB    | GA | 30038 |
| 6205 | WALGREENS #06205 | 2945 PANOLA ROAD       | LITHONIA          | DEKALB    | GA | 30038 |
| 6207 | WALGREENS #06207 | 5985 PEACHTREE PKWY    | PEACHTREE CORNERS | GWINNETT  | GA | 30092 |
| 6207 | WALGREENS #06207 | 5985 PEACHTREE PKWY    | PEACHTREE CORNERS | GWINNETT  | GA | 30092 |
| 6208 | WALGREENS #06208 | 204 JONESBORO ROAD     | MCDONOUGH         | HENRY     | GA | 30253 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                        |              |          |    |       |
|------|------------------|------------------------|--------------|----------|----|-------|
| 6208 | WALGREENS #06208 | 204 JONESBORO ROAD     | MCDONOUGH    | HENRY    | GA | 30253 |
| 6209 | WALGREENS #06209 | 1855 HUDSON BRIDGE RD  | STOCKBRIDGE  | HENRY    | GA | 30281 |
| 6209 | WALGREENS #06209 | 1855 HUDSON BRIDGE RD  | STOCKBRIDGE  | HENRY    | GA | 30281 |
| 6276 | WALGREENS #06276 | 6590 SUGARLOAF PKWY    | DULUTH       | GWINNETT | GA | 30097 |
| 6276 | WALGREENS #06276 | 6590 SUGARLOAF PKWY    | DULUTH       | GWINNETT | GA | 30097 |
| 6327 | WALGREENS #06327 | 4808 BUENA VISTA ROAD  | COLUMBUS     | MUSCOGEE | GA | 31907 |
| 6327 | WALGREENS #06327 | 4808 BUENA VISTA ROAD  | COLUMBUS     | MUSCOGEE | GA | 31907 |
| 6371 | WALGREENS #06371 | 880 GLYNN STREET SOUTH | FAYETTEVILLE | FAYETTE  | GA | 30214 |
| 6372 | WALGREENS #06372 | 780 GLYNN STREET N     | FAYETTEVILLE | FAYETTE  | GA | 30214 |
| 6373 | WALGREENS #06373 | 5707 VETERANS PKWY     | COLUMBUS     | MUSCOGEE | GA | 31904 |
| 6373 | WALGREENS #06373 | 5707 VETERANS PKWY     | COLUMBUS     | MUSCOGEE | GA | 31904 |
| 6374 | WALGREENS #06374 | 649 SHALLOWFORD RD NW  | GAINESVILLE  | HALL     | GA | 30504 |
| 6374 | WALGREENS #06374 | 649 SHALLOWFORD RD NW  | GAINESVILLE  | HALL     | GA | 30504 |
| 6394 | WALGREENS #06394 | 3900 WASHINGTON RD     | MARTINEZ     | COLUMBIA | GA | 30907 |
| 6394 | WALGREENS #06394 | 3900 WASHINGTON RD     | MARTINEZ     | COLUMBIA | GA | 30907 |
| 6395 | WALGREENS #06395 | 4470 COLUMBIA RD       | MARTINEZ     | COLUMBIA | GA | 30907 |



Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                                |               |          |    |       |
|------|------------------|--------------------------------|---------------|----------|----|-------|
| 6395 | WALGREENS #06395 | 4470 COLUMBIA RD               | MARTINEZ      | COLUMBIA | GA | 30907 |
| 6481 | WALGREENS #06481 | 3584 WESLEY CHAPEL ROAD        | DECATUR       | DEKALB   | GA | 30034 |
| 6481 | WALGREENS #06481 | 3584 WESLEY CHAPEL ROAD        | DECATUR       | DEKALB   | GA | 30034 |
| 6560 | WALGREENS #06560 | 3888 VINEVILLE AVE             | MACON         | BIBB     | GA | 31204 |
| 6560 | WALGREENS #06560 | 3888 VINEVILLE AVE             | MACON         | BIBB     | GA | 31204 |
| 6561 | WALGREENS #06561 | 1880 WATSON BLVD               | WARNER ROBINS | HOUSTON  | GA | 31093 |
| 6561 | WALGREENS #06561 | 1880 WATSON BLVD               | WARNER ROBINS | HOUSTON  | GA | 31093 |
| 6632 | WALGREENS #06632 | 3204 PEACH ORCHARD ROAD        | AUGUSTA       | RICHMOND | GA | 30906 |
| 6632 | WALGREENS #06632 | 3204 PEACH ORCHARD ROAD        | AUGUSTA       | RICHMOND | GA | 30906 |
| 6638 | WALGREENS #06638 | 2500 OLD NORCROSS ROAD         | LAWRENCEVILLE | GWINNETT | GA | 30044 |
| 6638 | WALGREENS #06638 | 2500 OLD NORCROSS ROAD         | LAWRENCEVILLE | GWINNETT | GA | 30044 |
| 6699 | WALGREENS #06699 | 1090 PEACHTREE INDUSTRIAL BLVD | SUWANEE       | GWINNETT | GA | 30024 |
| 6699 | WALGREENS #06699 | 1090 PEACHTREE INDUSTRIAL BLVD | SUWANEE       | GWINNETT | GA | 30024 |
| 6780 | WALGREENS #06780 | 2495 PIO NONO AVENUE           | MACON         | BIBB     | GA | 31206 |
| 6780 | WALGREENS #06780 | 2495 PIO NONO AVENUE           | MACON         | BIBB     | GA | 31206 |
| 6896 | WALGREENS #06896 | 9465 HWY 5                     | DOUGLASVILLE  | DOUGLAS  | GA | 30135 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                                   |              |          |    |       |
|------|------------------|-----------------------------------|--------------|----------|----|-------|
| 6896 | WALGREENS #06896 | 9465 HWY 5                        | DOUGLASVILLE | DOUGLAS  | GA | 30135 |
| 6897 | WALGREENS #06897 | 5675 JONESBORO ROAD               | LAKE CITY    | CLAYTON  | GA | 30260 |
| 6897 | WALGREENS #06897 | 5675 JONESBORO ROAD               | LAKE CITY    | CLAYTON  | GA | 30260 |
| 6899 | WALGREENS #06899 | 2815 N ASHLEY STREET              | VALDOSTA     | LOWNDES  | GA | 31602 |
| 6899 | WALGREENS #06899 | 2815 N ASHLEY STREET              | VALDOSTA     | LOWNDES  | GA | 31602 |
| 6899 | WALGREENS #06899 | 2815 N ASHLEY STREET              | VALDOSTA     | LOWNDES  | GA | 31602 |
| 6950 | WALGREENS #06950 | 1280 GRAY HWY                     | MACON        | BIBB     | GA | 31211 |
| 6950 | WALGREENS #06950 | 1280 GRAY HWY                     | MACON        | BIBB     | GA | 31211 |
| 6999 | WALGREENS #06999 | 173 S MAIN STREET                 | ALPHARETTA   | FULTON   | GA | 30009 |
| 6999 | WALGREENS #06999 | 173 S MAIN STREET                 | ALPHARETTA   | FULTON   | GA | 30009 |
| 7001 | WALGREENS #07001 | 5296 JIMMY CARTER BLVD            | NORCROSS     | GWINNETT | GA | 30093 |
| 7001 | WALGREENS #07001 | 5296 JIMMY CARTER BLVD            | NORCROSS     | GWINNETT | GA | 30093 |
| 7134 | WALGREENS #07134 | 110 HAWTHORNE AVE                 | ATHENS       | CLARKE   | GA | 30606 |
| 7134 | WALGREENS #07134 | 110 HAWTHORNE AVE                 | ATHENS       | CLARKE   | GA | 30606 |
| 7134 | WALGREENS #07134 | 110 HAWTHORNE AVE                 | ATHENS       | CLARKE   | GA | 30606 |
| 7167 | WALGREENS #07167 | 5511 CHAMBLEE DUNWOODY RD SUITE A | DUNWOODY     | DEKALB   | GA | 30338 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                                   |                |          |    |       |
|------|------------------|-----------------------------------|----------------|----------|----|-------|
| 7167 | WALGREENS #07167 | 5511 CHAMBLEE DUNWOODY RD SUITE A | DUNWOODY       | DEKALB   | GA | 30338 |
| 7199 | WALGREENS #07199 | 701 MARTHA BERRY BLVD NW          | ROME           | FLOYD    | GA | 30165 |
| 7199 | WALGREENS #07199 | 701 MARTHA BERRY BLVD NW          | ROME           | FLOYD    | GA | 30165 |
| 7229 | WALGREENS #07229 | 4305 MERCER UNIVERSITY DRIVE      | MACON          | BIBB     | GA | 31206 |
| 7229 | WALGREENS #07229 | 4305 MERCER UNIVERSITY DRIVE      | MACON          | BIBB     | GA | 31206 |
| 7337 | WALGREENS #07337 | 590 THORNTON ROAD                 | LITHIA SPRINGS | DOUGLAS  | GA | 30122 |
| 7337 | WALGREENS #07337 | 590 THORNTON ROAD                 | LITHIA SPRINGS | DOUGLAS  | GA | 30122 |
| 7338 | WALGREENS #07338 | 6090 LAKE ACWORTH DR NW           | ACWORTH        | COBB     | GA | 30101 |
| 7338 | WALGREENS #07338 | 6090 LAKE ACWORTH DR NW           | ACWORTH        | COBB     | GA | 30101 |
| 7340 | WALGREENS #07340 | 120 MARIETTA HIGHWAY              | CANTON         | CHEROKEE | GA | 30114 |
| 7340 | WALGREENS #07340 | 120 MARIETTA HIGHWAY              | CANTON         | CHEROKEE | GA | 30114 |
| 7394 | WALGREENS #07394 | 3740 CASCADE RD SW                | ATLANTA        | FULTON   | GA | 30331 |
| 7394 | WALGREENS #07394 | 3740 CASCADE RD SW                | ATLANTA        | FULTON   | GA | 30331 |
| 7395 | WALGREENS #07395 | 6410 W JOHNS CROSSING             | JOHNS CREEK    | FULTON   | GA | 30097 |
| 7395 | WALGREENS #07395 | 6410 W JOHNS CROSSING             | JOHNS CREEK    | FULTON   | GA | 30097 |
| 7396 | WALGREENS #07396 | 6111 HICKORY FLAT HIGHWAY         | HOLLY SPRINGS  | CHEROKEE | GA | 30115 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                              |                 |          |    |       |
|------|------------------|------------------------------|-----------------|----------|----|-------|
| 7396 | WALGREENS #07396 | 6111 HICKORY FLAT HIGHWAY    | HOLLY SPRINGS   | CHEROKEE | GA | 30115 |
| 7478 | WALGREENS #07478 | 2781 LAVISTA ROAD            | DECATUR         | DEKALB   | GA | 30033 |
| 7478 | WALGREENS #07478 | 2781 LAVISTA ROAD            | DECATUR         | DEKALB   | GA | 30033 |
| 7567 | WALGREENS #07567 | 1228 BATTLEFIELD PKWY        | FORT OGLETHORPE | CATOOSA  | GA | 30742 |
| 7567 | WALGREENS #07567 | 1228 BATTLEFIELD PKWY        | FORT OGLETHORPE | CATOOSA  | GA | 30742 |
| 7608 | WALGREENS #07608 | 5435 FIVE FORKS TRICKUM ROAD | STONE MOUNTAIN  | GWINNETT | GA | 30087 |
| 7608 | WALGREENS #07608 | 5435 FIVE FORKS TRICKUM ROAD | STONE MOUNTAIN  | GWINNETT | GA | 30087 |
| 7741 | WALGREENS #07741 | 2154 JOHNSON FERRY RD NE     | BROOKHAVEN      | DEKALB   | GA | 30319 |
| 7741 | WALGREENS #07741 | 2154 JOHNSON FERRY RD NE     | BROOKHAVEN      | DEKALB   | GA | 30319 |
| 7742 | WALGREENS #07742 | 1510 MILSTEAD AVE NE         | CONYERS         | ROCKDALE | GA | 30012 |
| 7742 | WALGREENS #07742 | 1510 MILSTEAD AVE NE         | CONYERS         | ROCKDALE | GA | 30012 |
| 7772 | WALGREENS #07772 | 672 FURYS FERRY ROAD         | MARTINEZ        | COLUMBIA | GA | 30907 |
| 7772 | WALGREENS #07772 | 672 FURYS FERRY ROAD         | MARTINEZ        | COLUMBIA | GA | 30907 |
| 7820 | WALGREENS #07820 | 794 SOUTH PARK ST            | CARROLLTON      | CARROLL  | GA | 30117 |
| 7820 | WALGREENS #07820 | 794 SOUTH PARK ST            | CARROLLTON      | CARROLL  | GA | 30117 |
| 7848 | WALGREENS #07848 | 4575 ALTAMA AVE              | BRUNSWICK       | GLYNN    | GA | 31520 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                      |                |          |          |
|------|------------------|----------------------|----------------|----------|----------|
| 7848 | WALGREENS #07848 | 4575 ALTAMA AVE      | BRUNSWICK      | GLYNN    | GA 31520 |
| 7946 | WALGREENS #07946 | 1650 BUFORD HWY      | CUMMING        | FORSYTH  | GA 30041 |
| 7946 | WALGREENS #07946 | 1650 BUFORD HWY      | CUMMING        | FORSYTH  | GA 30041 |
| 7958 | WALGREENS #07958 | 2630 BRASELTON HWY   | BUFORD         | GWINNETT | GA 30519 |
| 7958 | WALGREENS #07958 | 2630 BRASELTON HWY   | BUFORD         | GWINNETT | GA 30519 |
| 7959 | WALGREENS #07959 | 1930 SCENIC HWY N    | SNELLVILLE     | GWINNETT | GA 30078 |
| 7959 | WALGREENS #07959 | 1930 SCENIC HWY N    | SNELLVILLE     | GWINNETT | GA 30078 |
| 7960 | WALGREENS #07960 | 1065 DULUTH HIGHWAY  | LAWRENCEVILLE  | GWINNETT | GA 30043 |
| 7960 | WALGREENS #07960 | 1065 DULUTH HIGHWAY  | LAWRENCEVILLE  | GWINNETT | GA 30043 |
| 7994 | WALGREENS #07994 | 2595 PEACHTREE PKWY  | CUMMING        | FORSYTH  | GA 30041 |
| 7994 | WALGREENS #07994 | 2595 PEACHTREE PKWY  | CUMMING        | FORSYTH  | GA 30041 |
| 7995 | WALGREENS #07995 | 4765 REDAN RD        | STONE MOUNTAIN | DEKALB   | GA 30088 |
| 7995 | WALGREENS #07995 | 4765 REDAN RD        | STONE MOUNTAIN | DEKALB   | GA 30088 |
| 9155 | WALGREENS #09155 | 3414 MUNDY MILL ROAD | OAKWOOD        | HALL     | GA 30507 |
| 9155 | WALGREENS #09155 | 3414 MUNDY MILL ROAD | OAKWOOD        | HALL     | GA 30507 |
| 9257 | WALGREENS #09257 | 613 NORTHSIDE DR E   | STATESBORO     | BULLOCH  | GA 30458 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                          |             |          |    |       |
|------|------------------|--------------------------|-------------|----------|----|-------|
| 9257 | WALGREENS #09257 | 613 NORTHSIDE DR E       | STATESBORO  | BULLOCH  | GA | 30458 |
| 9257 | WALGREENS #09257 | 613 NORTHSIDE DR E       | STATESBORO  | BULLOCH  | GA | 30458 |
| 9271 | WALGREENS #09271 | 7935 TARA BLVD           | JONESBORO   | CLAYTON  | GA | 30236 |
| 9271 | WALGREENS #09271 | 7935 TARA BLVD           | JONESBORO   | CLAYTON  | GA | 30236 |
| 9277 | WALGREENS #09277 | 1740 MEMORIAL DRIVE      | WAYCROSS    | WARE     | GA | 31501 |
| 9277 | WALGREENS #09277 | 1740 MEMORIAL DRIVE      | WAYCROSS    | WARE     | GA | 31501 |
| 9305 | WALGREENS #09305 | 1800 BAYTREE RD          | VALDOSTA    | LOWNDES  | GA | 31602 |
| 9305 | WALGREENS #09305 | 1800 BAYTREE RD          | VALDOSTA    | LOWNDES  | GA | 31602 |
| 9305 | WALGREENS #09305 | 1800 BAYTREE RD          | VALDOSTA    | LOWNDES  | GA | 31602 |
| 9451 | WALGREENS #09451 | 5510 WINDWARD PKWY       | ALPHARETTA  | FULTON   | GA | 30004 |
| 9451 | WALGREENS #09451 | 5510 WINDWARD PKWY       | ALPHARETTA  | FULTON   | GA | 30004 |
| 9494 | WALGREENS #09494 | 4397 SUDDERTH ROAD       | SUGAR HILL  | GWINNETT | GA | 30518 |
| 9494 | WALGREENS #09494 | 4397 SUDDERTH ROAD       | SUGAR HILL  | GWINNETT | GA | 30518 |
| 9501 | WALGREENS #09501 | 1056 EAGLES LANDING PKWY | STOCKBRIDGE | HENRY    | GA | 30281 |
| 9501 | WALGREENS #09501 | 1056 EAGLES LANDING PKWY | STOCKBRIDGE | HENRY    | GA | 30281 |
| 9501 | WALGREENS #09501 | 1056 EAGLES LANDING PKWY | STOCKBRIDGE | HENRY    | GA | 30281 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                              |             |          |          |
|------|------------------|------------------------------|-------------|----------|----------|
| 9620 | WALGREENS #09620 | 3800 PRINCETON LAKES PKWY SW | ATLANTA     | FULTON   | GA 30331 |
| 9620 | WALGREENS #09620 | 3800 PRINCETON LAKES PKWY SW | ATLANTA     | FULTON   | GA 30331 |
| 9621 | WALGREENS #09621 | 315 FAIRVIEW RD              | ELLENWOOD   | HENRY    | GA 30294 |
| 9621 | WALGREENS #09621 | 315 FAIRVIEW RD              | ELLENWOOD   | HENRY    | GA 30294 |
| 9622 | WALGREENS #09622 | 115 VERNON ST                | LAGRANGE    | TROUP    | GA 30240 |
| 9622 | WALGREENS #09622 | 115 VERNON ST                | LAGRANGE    | TROUP    | GA 30240 |
| 9623 | WALGREENS #09623 | 896 HIGHWAY 81 E             | MCDONOUGH   | HENRY    | GA 30252 |
| 9623 | WALGREENS #09623 | 896 HIGHWAY 81 E             | MCDONOUGH   | HENRY    | GA 30252 |
| 9629 | WALGREENS #09629 | 4398 ATLANTA HWY             | LOGANVILLE  | WALTON   | GA 30052 |
| 9630 | WALGREENS #09630 | 4617 JONESBORO ROAD          | UNION CITY  | FULTON   | GA 30291 |
| 9630 | WALGREENS #09630 | 4617 JONESBORO ROAD          | UNION CITY  | FULTON   | GA 30291 |
| 9706 | WALGREENS #09706 | 472 S ENOTA DR NE            | GAINESVILLE | HALL     | GA 30501 |
| 9706 | WALGREENS #09706 | 472 S ENOTA DR NE            | GAINESVILLE | HALL     | GA 30501 |
| 9749 | WALGREENS #09749 | 950 TOWNE LAKE PKWY          | WOODSTOCK   | CHEROKEE | GA 30189 |
| 9749 | WALGREENS #09749 | 950 TOWNE LAKE PKWY          | WOODSTOCK   | CHEROKEE | GA 30189 |
| 9789 | WALGREENS #09789 | 3228 WRIGHTSBORO RD          | AUGUSTA     | RICHMOND | GA 30909 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                           |               |          |    |       |
|-------|------------------|---------------------------|---------------|----------|----|-------|
| 9789  | WALGREENS #09789 | 3228 WRIGHTSBORO RD       | AUGUSTA       | RICHMOND | GA | 30909 |
| 9849  | WALGREENS #09849 | 1024 E 16TH AVE           | CORDELE       | CRISP    | GA | 31015 |
| 9849  | WALGREENS #09849 | 1024 E 16TH AVE           | CORDELE       | CRISP    | GA | 31015 |
| 9890  | WALGREENS #09890 | 1 MILLARD FARMER IND BLVD | NEWNAN        | COWETA   | GA | 30263 |
| 9890  | WALGREENS #09890 | 1 MILLARD FARMER IND BLVD | NEWNAN        | COWETA   | GA | 30263 |
| 9981  | WALGREENS #09981 | 101 PROMINENCE POINT PKWY | CANTON        | CHEROKEE | GA | 30114 |
| 9981  | WALGREENS #09981 | 101 PROMINENCE POINT PKWY | CANTON        | CHEROKEE | GA | 30114 |
| 10246 | WALGREENS #10246 | 5864 FAIRBURN RD          | DOUGLASVILLE  | DOUGLAS  | GA | 30134 |
| 10246 | WALGREENS #10246 | 5864 FAIRBURN RD          | DOUGLASVILLE  | DOUGLAS  | GA | 30134 |
| 10247 | WALGREENS #10247 | 5075 ALABAMA HWY          | RINGGOLD      | CATOOSA  | GA | 30736 |
| 10247 | WALGREENS #10247 | 5075 ALABAMA HWY          | RINGGOLD      | CATOOSA  | GA | 30736 |
| 10248 | WALGREENS #10248 | 3505 CENTERVILLE HWY      | SNELLVILLE    | GWINNETT | GA | 30039 |
| 10248 | WALGREENS #10248 | 3505 CENTERVILLE HWY      | SNELLVILLE    | GWINNETT | GA | 30039 |
| 10265 | WALGREENS #10265 | 4535 ROSWELL RD           | SANDY SPRINGS | FULTON   | GA | 30342 |
| 10265 | WALGREENS #10265 | 4535 ROSWELL RD           | SANDY SPRINGS | FULTON   | GA | 30342 |
| 10266 | WALGREENS #10266 | 101 TORRAS DRIVE          | BRUNSWICK     | GLYNN    | GA | 31520 |



**Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"**

|       |                  |                      |               |          |    |       |
|-------|------------------|----------------------|---------------|----------|----|-------|
| 10266 | WALGREENS #10266 | 101 TORRAS DRIVE     | BRUNSWICK     | GLYNN    | GA | 31520 |
| 10422 | WALGREENS #10422 | 3658 ROSWELL RD NW   | ATLANTA       | FULTON   | GA | 30342 |
| 10422 | WALGREENS #10422 | 3658 ROSWELL RD NW   | ATLANTA       | FULTON   | GA | 30342 |
| 10423 | WALGREENS #10423 | 3290 KEITH BRIDGE RD | CUMMING       | FORSYTH  | GA | 30041 |
| 10423 | WALGREENS #10423 | 3290 KEITH BRIDGE RD | CUMMING       | FORSYTH  | GA | 30041 |
| 10457 | WALGREENS #10457 | 5201 LAVISTA RD      | TUCKER        | DEKALB   | GA | 30084 |
| 10457 | WALGREENS #10457 | 5201 LAVISTA RD      | TUCKER        | DEKALB   | GA | 30084 |
| 10457 | WALGREENS #10457 | 5201 LAVISTA RD      | TUCKER        | DEKALB   | GA | 30084 |
| 10479 | WALGREENS #10479 | 1783 HIGHWAY 138 SE  | CONYERS       | ROCKDALE | GA | 30013 |
| 10479 | WALGREENS #10479 | 1783 HIGHWAY 138 SE  | CONYERS       | ROCKDALE | GA | 30013 |
| 10506 | WALGREENS #10506 | 2270 US HIGHWAY 17   | RICHMOND HILL | BRYAN    | GA | 31324 |
| 10506 | WALGREENS #10506 | 2270 US HIGHWAY 17   | RICHMOND HILL | BRYAN    | GA | 31324 |
| 10602 | WALGREENS #10602 | 4310 WASHINGTON RD   | EVANS         | COLUMBIA | GA | 30809 |
| 10602 | WALGREENS #10602 | 4310 WASHINGTON RD   | EVANS         | COLUMBIA | GA | 30809 |
| 10632 | WALGREENS #10632 | 1602 N EXPRESSWAY    | GRIFFIN       | SPALDING | GA | 30223 |
| 10632 | WALGREENS #10632 | 1602 N EXPRESSWAY    | GRIFFIN       | SPALDING | GA | 30223 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                        |               |           |    |       |
|-------|------------------|------------------------|---------------|-----------|----|-------|
| 10634 | WALGREENS #10634 | 6035 ZEBULON RD        | MACON         | BIBB      | GA | 31210 |
| 10634 | WALGREENS #10634 | 6035 ZEBULON RD        | MACON         | BIBB      | GA | 31210 |
| 10635 | WALGREENS #10635 | 5701 OGEECHEE RD       | SAVANNAH      | CHATHAM   | GA | 31405 |
| 10635 | WALGREENS #10635 | 5701 OGEECHEE RD       | SAVANNAH      | CHATHAM   | GA | 31405 |
| 10796 | WALGREENS #10796 | 2414 SYLVESTER RD.     | ALBANY        | DOUGHERTY | GA | 31705 |
| 10796 | WALGREENS #10796 | 2414 SYLVESTER RD.     | ALBANY        | DOUGHERTY | GA | 31705 |
| 10797 | WALGREENS #10797 | 300 N SLAPPEY BLVD     | ALBANY        | DOUGHERTY | GA | 31701 |
| 10797 | WALGREENS #10797 | 300 N SLAPPEY BLVD     | ALBANY        | DOUGHERTY | GA | 31701 |
| 10798 | WALGREENS #10798 | 1101 N THIRD AVENUE    | CHATSWORTH    | MURRAY    | GA | 30705 |
| 10798 | WALGREENS #10798 | 1101 N THIRD AVENUE    | CHATSWORTH    | MURRAY    | GA | 30705 |
| 10798 | WALGREENS #10798 | 1101 N THIRD AVENUE    | CHATSWORTH    | MURRAY    | GA | 30705 |
| 10799 | WALGREENS #10799 | 409 S COLUMBIA AVE     | RINCON        | EFFINGHAM | GA | 31326 |
| 10832 | WALGREENS #10832 | 2350 NORTH COLUMBIA ST | MILLEDGEVILLE | BALDWIN   | GA | 31061 |
| 10832 | WALGREENS #10832 | 2350 NORTH COLUMBIA ST | MILLEDGEVILLE | BALDWIN   | GA | 31061 |
| 10833 | WALGREENS #10833 | 615 LOVE AVE           | TIFTON        | TIFT      | GA | 31794 |
| 10833 | WALGREENS #10833 | 615 LOVE AVE           | TIFTON        | TIFT      | GA | 31794 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                         |               |         |    |       |
|-------|------------------|-------------------------|---------------|---------|----|-------|
| 10854 | WALGREENS #10854 | 2701 FAIRBURN ROAD      | DOUGLASVILLE  | DOUGLAS | GA | 30135 |
| 10854 | WALGREENS #10854 | 2701 FAIRBURN ROAD      | DOUGLASVILLE  | DOUGLAS | GA | 30135 |
| 10856 | WALGREENS #10856 | 2060 HIGHWAY 40 E       | KINGSLAND     | CAMDEN  | GA | 31548 |
| 10856 | WALGREENS #10856 | 2060 HIGHWAY 40 E       | KINGSLAND     | CAMDEN  | GA | 31548 |
| 10884 | WALGREENS #10884 | 1081 GA HIGHWAY 96      | WARNER ROBINS | HOUSTON | GA | 31088 |
| 10884 | WALGREENS #10884 | 1081 GA HIGHWAY 96      | WARNER ROBINS | HOUSTON | GA | 31088 |
| 11106 | WALGREENS #11106 | 733 E FORSYTH ST        | AMERICUS      | SUMTER  | GA | 31709 |
| 11106 | WALGREENS #11106 | 733 E FORSYTH ST        | AMERICUS      | SUMTER  | GA | 31709 |
| 11107 | WALGREENS #11107 | 501 US HIGHWAY 84 E     | CAIRO         | GRADY   | GA | 39828 |
| 11107 | WALGREENS #11107 | 501 US HIGHWAY 84 E     | CAIRO         | GRADY   | GA | 39828 |
| 11166 | WALGREENS #11166 | 18 COLLEGE AVE          | ELBERTON      | ELBERT  | GA | 30635 |
| 11166 | WALGREENS #11166 | 18 COLLEGE AVE          | ELBERTON      | ELBERT  | GA | 30635 |
| 11348 | WALGREENS #11348 | 2835 WATSON BLVD        | WARNER ROBINS | HOUSTON | GA | 31093 |
| 11348 | WALGREENS #11348 | 2835 WATSON BLVD        | WARNER ROBINS | HOUSTON | GA | 31093 |
| 11490 | WALGREENS #11490 | 634 NORTH CHURCH STREET | THOMASTON     | UPSON   | GA | 30286 |
| 11490 | WALGREENS #11490 | 634 NORTH CHURCH STREET | THOMASTON     | UPSON   | GA | 30286 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                         |             |          |    |       |
|-------|------------------|-------------------------|-------------|----------|----|-------|
| 11491 | WALGREENS #11491 | 684 W BANKHEAD HWY      | VILLA RICA  | CARROLL  | GA | 30180 |
| 11491 | WALGREENS #11491 | 684 W BANKHEAD HWY      | VILLA RICA  | CARROLL  | GA | 30180 |
| 11538 | WALGREENS #11538 | 4210 AUGUSTA RD         | GARDEN CITY | CHATHAM  | GA | 31408 |
| 11538 | WALGREENS #11538 | 4210 AUGUSTA RD         | GARDEN CITY | CHATHAM  | GA | 31408 |
| 11539 | WALGREENS #11539 | 319 S BROAD ST          | MONROE      | WALTON   | GA | 30655 |
| 11539 | WALGREENS #11539 | 319 S BROAD ST          | MONROE      | WALTON   | GA | 30655 |
| 11661 | WALGREENS #11661 | 602 PETERSON AVE S      | DOUGLAS     | COFFEE   | GA | 31533 |
| 11661 | WALGREENS #11661 | 602 PETERSON AVE S      | DOUGLAS     | COFFEE   | GA | 31533 |
| 11686 | WALGREENS #11686 | 303 CHARLIE WATTS DRIVE | DALLAS      | PAULDING | GA | 30157 |
| 11708 | WALGREENS #11708 | 390 SOUTH MAIN STREET   | SWAINSBORO  | EMANUEL  | GA | 30401 |
| 11708 | WALGREENS #11708 | 390 SOUTH MAIN STREET   | SWAINSBORO  | EMANUEL  | GA | 30401 |
| 11757 | WALGREENS #11757 | 3925 PEACHTREE RD NE    | BROOKHAVEN  | DEKALB   | GA | 30319 |
| 11757 | WALGREENS #11757 | 3925 PEACHTREE RD NE    | BROOKHAVEN  | DEKALB   | GA | 30319 |
| 11758 | WALGREENS #11758 | 6665 HIGHWAY 85         | RIVERDALE   | CLAYTON  | GA | 30274 |
| 11758 | WALGREENS #11758 | 6665 HIGHWAY 85         | RIVERDALE   | CLAYTON  | GA | 30274 |
| 11791 | WALGREENS #11791 | 2100 N BROAD ST         | COMMERCE    | JACKSON  | GA | 30529 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                      |            |           |    |       |
|-------|------------------|----------------------|------------|-----------|----|-------|
| 11791 | WALGREENS #11791 | 2100 N BROAD ST      | COMMERCE   | JACKSON   | GA | 30529 |
| 11792 | WALGREENS #11792 | 102 SOUTH 1ST STREET | JESUP      | WAYNE     | GA | 31545 |
| 11793 | WALGREENS #11793 | 1100 BALL STREET     | PERRY      | HOUSTON   | GA | 31069 |
| 11793 | WALGREENS #11793 | 1100 BALL STREET     | PERRY      | HOUSTON   | GA | 31069 |
| 11827 | WALGREENS #11827 | 2744 WASHINGTON RD   | AUGUSTA    | RICHMOND  | GA | 30909 |
| 11827 | WALGREENS #11827 | 2744 WASHINGTON RD   | AUGUSTA    | RICHMOND  | GA | 30909 |
| 11940 | WALGREENS #11940 | 274 W CLINTON ST     | GRAY       | JONES     | GA | 31032 |
| 11940 | WALGREENS #11940 | 274 W CLINTON ST     | GRAY       | JONES     | GA | 31032 |
| 11993 | WALGREENS #11993 | 12305 CRABAPPLE RD   | ALPHARETTA | FULTON    | GA | 30004 |
| 11993 | WALGREENS #11993 | 12305 CRABAPPLE RD   | ALPHARETTA | FULTON    | GA | 30004 |
| 11994 | WALGREENS #11994 | 2225 E WALNUT AVE    | DALTON     | WHITFIELD | GA | 30721 |
| 11994 | WALGREENS #11994 | 2225 E WALNUT AVE    | DALTON     | WHITFIELD | GA | 30721 |
| 11994 | WALGREENS #11994 | 2225 E WALNUT AVE    | DALTON     | WHITFIELD | GA | 30721 |
| 11995 | WALGREENS #11995 | 668 MAIN ST          | THOMSON    | MCDUFFIE  | GA | 30824 |
| 11995 | WALGREENS #11995 | 668 MAIN ST          | THOMSON    | MCDUFFIE  | GA | 30824 |
| 12107 | WALGREENS #12107 | 400 S LIBERTY ST     | WAYNESBORO | BURKE     | GA | 30830 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                          |                |          |    |       |
|-------|------------------|--------------------------|----------------|----------|----|-------|
| 12107 | WALGREENS #12107 | 400 S LIBERTY ST         | WAYNESBORO     | BURKE    | GA | 30830 |
| 12147 | WALGREENS #12147 | 575 DACULA RD            | DACULA         | GWINNETT | GA | 30019 |
| 12147 | WALGREENS #12147 | 575 DACULA RD            | DACULA         | GWINNETT | GA | 30019 |
| 12262 | WALGREENS #12262 | 2320 N DRUID HILLS RD NE | ATLANTA        | DEKALB   | GA | 30329 |
| 12262 | WALGREENS #12262 | 2320 N DRUID HILLS RD NE | ATLANTA        | DEKALB   | GA | 30329 |
| 12319 | WALGREENS #12319 | 126 BROAD ST             | HAWKINSVILLE   | PULASKI  | GA | 31036 |
| 12319 | WALGREENS #12319 | 126 BROAD ST             | HAWKINSVILLE   | PULASKI  | GA | 31036 |
| 12464 | WALGREENS #12464 | 355 HIGHWAY 441 S        | CLAYTON        | RABUN    | GA | 30525 |
| 12502 | WALGREENS #12502 | 876 BIG A RD             | TOCCOA         | STEPHENS | GA | 30577 |
| 12553 | WALGREENS #12553 | 266 E BROAD ST           | CAMILLA        | MITCHELL | GA | 31730 |
| 12553 | WALGREENS #12553 | 266 E BROAD ST           | CAMILLA        | MITCHELL | GA | 31730 |
| 12553 | WALGREENS #12553 | 266 E BROAD ST           | CAMILLA        | MITCHELL | GA | 31730 |
| 12554 | WALGREENS #12554 | 100 S PEACHTREE PARKWAY  | PEACHTREE CITY | FAYETTE  | GA | 30269 |
| 12554 | WALGREENS #12554 | 100 S PEACHTREE PARKWAY  | PEACHTREE CITY | FAYETTE  | GA | 30269 |
| 12621 | WALGREENS #12621 | 12955 BROWN BRIDGE ROAD  | COVINGTON      | NEWTON   | GA | 30016 |
| 12621 | WALGREENS #12621 | 12955 BROWN BRIDGE ROAD  | COVINGTON      | NEWTON   | GA | 30016 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                       |                 |          |    |       |
|-------|------------------|-----------------------|-----------------|----------|----|-------|
| 12726 | WALGREENS #12726 | 10 E MAY STREET       | WINDER          | BARROW   | GA | 30680 |
| 12726 | WALGREENS #12726 | 10 E MAY STREET       | WINDER          | BARROW   | GA | 30680 |
| 12754 | WALGREENS #12754 | 7869 VETERANS PKWY    | COLUMBUS        | MUSCOGEE | GA | 31909 |
| 12754 | WALGREENS #12754 | 7869 VETERANS PKWY    | COLUMBUS        | MUSCOGEE | GA | 31909 |
| 12756 | WALGREENS #12756 | 2025 FIRST AVENUE SE  | MOULTRIE        | COLQUITT | GA | 31788 |
| 12756 | WALGREENS #12756 | 2025 FIRST AVENUE SE  | MOULTRIE        | COLQUITT | GA | 31788 |
| 12811 | WALGREENS #12811 | 5963 SPOUT SPRINGS RD | FLOWERY BRANCH  | HALL     | GA | 30542 |
| 12811 | WALGREENS #12811 | 5963 SPOUT SPRINGS RD | FLOWERY BRANCH  | HALL     | GA | 30542 |
| 12886 | WALGREENS #12886 | 3355 LEXINGTON RD     | ATHENS          | CLARKE   | GA | 30605 |
| 12886 | WALGREENS #12886 | 3355 LEXINGTON RD     | ATHENS          | CLARKE   | GA | 30605 |
| 12886 | WALGREENS #12886 | 3355 LEXINGTON RD     | ATHENS          | CLARKE   | GA | 30605 |
| 12921 | WALGREENS #12921 | 3625 BATTLEFIELD PKWY | FORT OGLETHORPE | CATOOSA  | GA | 30742 |
| 12921 | WALGREENS #12921 | 3625 BATTLEFIELD PKWY | FORT OGLETHORPE | CATOOSA  | GA | 30742 |
| 13759 | WALGREENS #13759 | 6120 OLD NATIONAL HWY | COLLEGE PARK    | FULTON   | GA | 30349 |
| 13759 | WALGREENS #13759 | 6120 OLD NATIONAL HWY | COLLEGE PARK    | FULTON   | GA | 30349 |
| 13760 | WALGREENS #13760 | 3188 HIGHWAY 278 NE   | COVINGTON       | NEWTON   | GA | 30014 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                        |           |          |    |       |
|-------|------------------|------------------------|-----------|----------|----|-------|
| 13760 | WALGREENS #13760 | 3188 HIGHWAY 278 NE    | COVINGTON | NEWTON   | GA | 30014 |
| 15333 | WALGREENS #15333 | 2493 TOBACCO RD        | HEPHZIBAH | RICHMOND | GA | 30815 |
| 15333 | WALGREENS #15333 | 2493 TOBACCO RD        | HEPHZIBAH | RICHMOND | GA | 30815 |
| 15592 | WALGREENS #15592 | 898 HORIZON SOUTH PKWY | GROVETOWN | COLUMBIA | GA | 30813 |
| 15592 | WALGREENS #15592 | 898 HORIZON SOUTH PKWY | GROVETOWN | COLUMBIA | GA | 30813 |
| 15611 | WALGREENS #15611 | 2109 E VICTORY DR      | SAVANNAH  | CHATHAM  | GA | 31404 |
| 15611 | WALGREENS #15611 | 2109 E VICTORY DR      | SAVANNAH  | CHATHAM  | GA | 31404 |
| 16088 | WALGREENS #16088 | 25 PEACHTREE ST SE     | ATLANTA   | FULTON   | GA | 30303 |
| 16088 | WALGREENS #16088 | 25 PEACHTREE ST SE     | ATLANTA   | FULTON   | GA | 30303 |



# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Locating & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
Dawsonville, GA 30534

Phone: 706.344.3500 x 42335

### PREMISE AND STRUCTURE FORM

**INSTRUCTION:** THIS STATEMENT MUST BE TYPEWRITTEN OR PRINTED AND EXECUTED UNDER OATH. EACH QUESTION MUST BE FULLY ANSWERED. IF SPACE PROVIDED IS NOT SUFFICIENT, ANSWER ON A SEPARATE SHEET AND INDICATE IN THE SPACE PROVIDED THAT A SEPARATE SHEET IS ATTACHED.

1. **TYPE OF BUSINESS:**

- EATING ESTABLISHMENT
- INDOOR COMMERCIAL RECREATION ESTABLISHMENT
- CONVENIENCE STORE
- SUPER MARKET
- PACKAGE LIQUOR STORE
- HOTEL OR MOTEL
- OTHER (DESCRIBE) Pharmacy Retail

2. **TRADE NAME OF BUSINESS:** Rite Aid #11816

LOCATION: 204 Dawson Village Way South  
Street Number Street Name

|                    |            |              |                       |
|--------------------|------------|--------------|-----------------------|
| <u>Dawsonville</u> | <u>GA</u>  | <u>30534</u> | <u>(706) 216-2101</u> |
| City               | State      | Zip Code     | Phone Number          |
|                    | <u>N/A</u> |              | <u>114 020 009</u>    |
|                    | Land Lot   |              | Map & Parcel Number   |

3. **IS THIS LOCATION WITHIN A COMMERCIAL ZONING DISTRICT?** X yes no  
**PROOF OF ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT**

For package liquor stores, is this zoned Commercial Highway Business (C-HB) or Commercial Planned Comprehensive Development (CPCD) as required by the ordinance?

yes no.  
**PROOF OF C-HB or CPCD ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT.**

4. **DOES THE COMPLETED BUILDING OR THE PROPOSED BUILDING COMPLY WITH ORDINANCES OF DAWSON COUNTY, REGULATIONS OF THE STATE REVENUE COMMISSIONER, AND THE LAWS OF THE STATE OF GEORGIA?** Yes IF NO, EXPLAIN NON-COMPLIANCE AND PROPOSED METHODS

TO RECTIFY SAME: N/A

**PREMISE AND STRUCTURE FORM**

5. (a) DOES THE BUILDING IN WHICH THE BUSINESS IS TO BE LOCATED CONTAIN SUFFICIENT LIGHTING SO THAT THE BUILDING ITSELF AND THE PREMISES ON ALL SIDES OF THE BUILDING ARE READILY VISIBLE AT ALL TIMES FROM THE FRONT OF THE STREET ON WHICH THE BUILDING IS LOCATED AS TO REVEAL ALL OF THE OUTSIDE PREMISES OF SUCH BUILDING? Yes
- (b) IS THE BUILDING SO ILLUMINATED SO THAT ALL HALLWAYS, PASSAGE WAYS, AND OPEN AREAS MAY BE CLEARLY SEEN BY THE CUSTOMER THEREIN? Yes

IF THE ANSWER IS NO TO EITHER OR BOTH (a) OR (b) ABOVE, PLEASE EXPLAIN PROPOSED METHODS TO RECTIFY THE INSUFFICIENT LIGHTING. \_\_\_\_\_

N/A

6. **FOR CONSUMPTION ON PREMISES AND RETAIL PACKAGE APPLICATIONS:**

*(Answer "N/A" for items that are not applicable to your business)*

- (a) NUMBER OF SQUARE FEET OF TOTAL FLOOR AREA: 13,813
- (b) NUMBER OF SQUARE FEET DEVOTED TO DINING AREA: N/A
- (c) SEATING CAPACITY EXCLUDING BAR AREA: N/A
- (d) DO YOU HAVE A FULL SERVICE KITCHEN? No

DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? N/A

IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? N/A

IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: N/A

- (e) HOURS PREPARED MEALS OR FOODS ARE SERVED: N/A
- (f) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED or SOLD: \_\_\_\_\_  
Monday - Saturday 8:00 a.m. to 9:00 p.m. Sunday 12:30 p.m. to 9:00 p.m.
- (g) HOURS OF OPERATION: Monday - Sunday 8:00 a.m. to 9:00 p.m.
- (h) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT: 3
- (i) NUMBER OF PARKING SPACES: 69
- (j) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: 3
- (k) PACKAGE LIQUOR STORES: N/A

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 503 - POSTING OF LICENSE NUMBER?  
*Every licensee shall have posted on the front of the licensed premises the name of the licensee together with the following inscription, "County Retail Package Sales of Distilled Spirits License No. \_\_\_\_\_"*

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 505 A) (2) - TYPES OF OUTLETS WHERE PACKAGE SALES ARE PERMITTED? \_\_\_\_\_

*Outlets that are devoted exclusively to the retail sale of distilled spirits, malt beverages and/or wine by the package with ingress and egress provided directly to and only to the exterior of the building and not to any other enclosed part of the building or adjoining building.*

## PREMISE AND STRUCTURE

7. **FOR HOTEL/MOTEL ONLY:** N/A

- (a) NUMBER OF ROOMS AVAILABLE FOR HIRE TO GENERAL PUBLIC: \_\_\_\_\_
- (b) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO RESTAURANT: \_\_\_\_\_
- (c) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO DINING AREA: \_\_\_\_\_
- (d) SEATING CAPACITY EXCLUDING BAR AREA: \_\_\_\_\_  
EXPLAIN IF MORE THAN ONE DINING AREA: \_\_\_\_\_  
\_\_\_\_\_
- (e) DO YOU HAVE A FULL SERVICE KITCHEN? \_\_\_\_\_  
DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? \_\_\_\_\_  
IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? \_\_\_\_\_  
IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (f) HOURS PREPARED MEALS OR FOODS ARE SERVED: \_\_\_\_\_
- (g) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED: \_\_\_\_\_
- (h) MAXIMUM NUMBER OF EMPLOYEES ON THE HIGHEST SHIFT DEVOTED TO THE OPERATION OTHER THAN THE RESTAURANT: \_\_\_\_\_
- (i) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT DEVOTED TO THE RESTAURANT OPERATION: \_\_\_\_\_
- (j) NUMBER OF PARKING SPACES: \_\_\_\_\_
- (k) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: \_\_\_\_\_

### FOR ALL APPLICATIONS:

- 8. **ATTACH** A CERTIFIED SCALE DRAWING OF THE PROPOSED PREMISES BY A REGISTERED LAND SURVEYOR OR PROFESSIONAL ENGINEER, SHOWING THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY, OR ALCOHOL TREATMENT CENTER. On File  
(See Survey Form # 3-A)
- 9. **ATTACH** APPLICANT'S CERTIFICATION THAT THE LOCATION COMPLIES WITH THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY OR ALCOHOL TREATMENT CENTER.  
(See Survey Form 3-A) On File
- 10. **ATTACH** EVIDENCE OF OWNERSHIP (DEED, LEASE, SALES AGREEMENT, LETTER OF INTENT).

PREMISE AND STRUCTURE FORM

- 11. IF THE APPLICANT IS A FRANCHISE, ATTACH A COPY OF THE FRANCHISE AGREEMENT OR CONTRACT. N/A
- 12. IF THE APPLICANT IS AN EATING ESTABLISHMENT, ATTACH A COPY OF THE MENU(S). N/A
- 13. (a) IF THE BUILDING IS COMPLETE, ATTACH COPIES OF DETAILED SITE PLANS OF SAID BUILDING INCLUDING OUTSIDE PREMISES AND FLOOR PLAN. On File
- (b) IF THE BUILDING IS PROPOSED, ATTACH COPIES OF PROPOSED SITE PLAN AND SPECIFICATIONS AND BUILDING PERMIT OF THE PROPOSED BUILDING. N/A

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith

STATE OF GEORGIA, DAWSON COUNTY

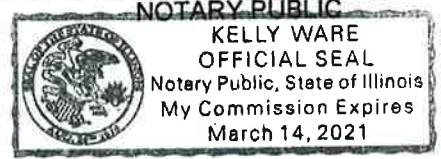
I, Amelia Legutski, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PREMISE AND STRUCTURE STATEMENT ARE TRUE AND CORRECT.

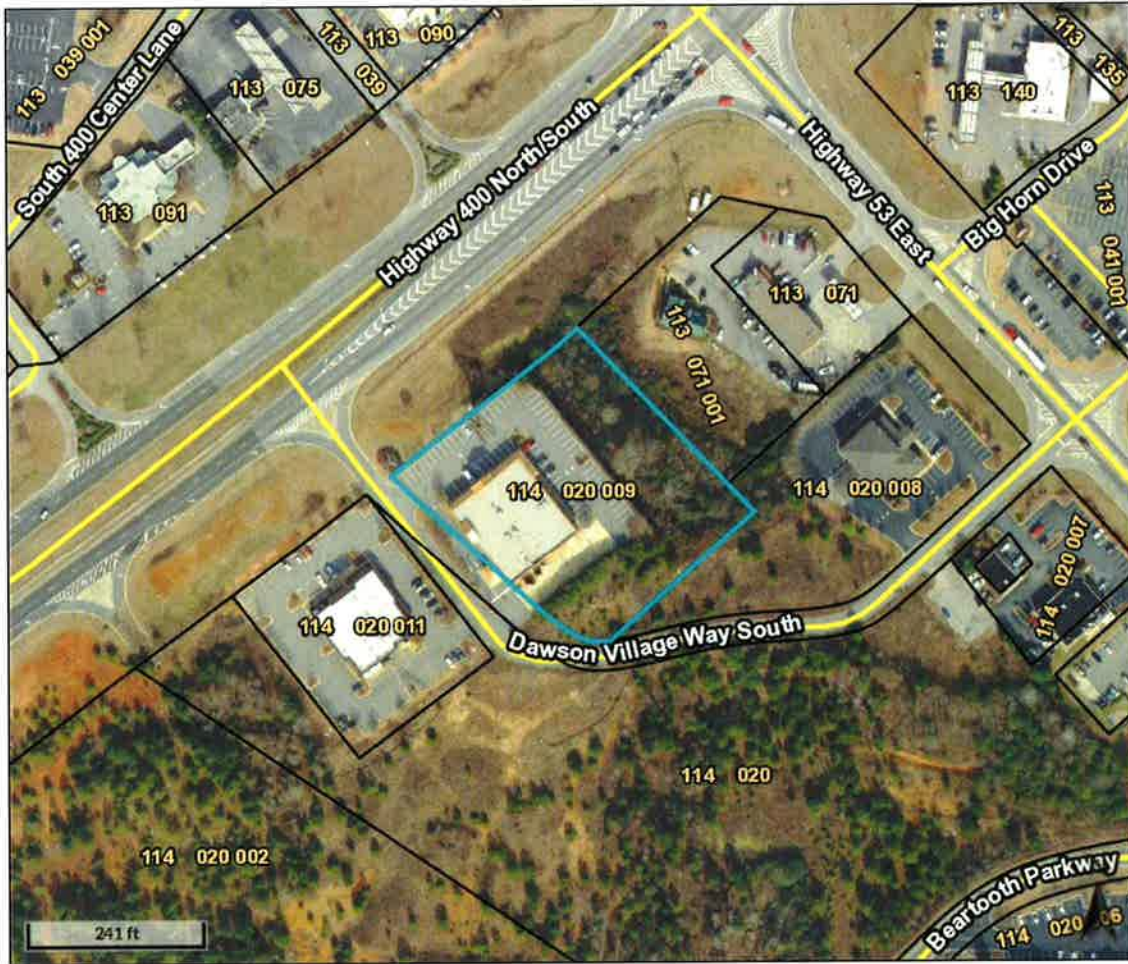
[Signature]  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Amelia Legutski SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 8 DAY OF November, 20 17.

[Signature]  
NOTARY PUBLIC





Overview




Legend

-  Parcels
-  Roads

|                        |                |                         |                             |                     |              |               |             |
|------------------------|----------------|-------------------------|-----------------------------|---------------------|--------------|---------------|-------------|
| <b>Parcel ID</b>       | 114 020 009    | <b>Owner</b>            | JOHN P ADAMS PROPERTIES INC | <b>Last 2 Sales</b> |              |               |             |
| <b>Class Code</b>      | Commercial     |                         | C/O RITE AID                | <b>Date</b>         | <b>Price</b> | <b>Reason</b> | <b>Qual</b> |
| <b>Taxing District</b> | UNINCORPORATED |                         | PO BOX 3165                 | 5/6/2005            | \$4016600    | NF            | U           |
|                        | UNINCORPORATED |                         | HARRISBURG PA 17105         | 4/15/2004           | \$3763700    | CS            | U           |
| <b>Acres</b>           | 1.64           | <b>Physical Address</b> | 204 DAWSON VILLAGE WAY S    |                     |              |               |             |
|                        |                | <b>Assessed Value</b>   | Value \$2066381             |                     |              |               |             |

(Note: Not to be used on legal documents)

Date created: 12/19/2017  
 Last Data Uploaded: 12/15/2017 3:05:10 PM

 Developed by  
 The Schneider Corporation





| Legend                      | Symbol | Description |
|-----------------------------|--------|-------------|
| County                      | ZZ     | ZZ          |
| Municipal Planning District | AA     | AA          |
| Land Use                    | BB     | BB          |
| Water                       | CC     | CC          |
| Other                       | DD     | DD          |
| Other                       | EE     | EE          |
| Other                       | FF     | FF          |
| Other                       | GG     | GG          |
| Other                       | HH     | HH          |
| Other                       | II     | II          |
| Other                       | JJ     | JJ          |
| Other                       | KK     | KK          |
| Other                       | LL     | LL          |
| Other                       | MM     | MM          |
| Other                       | NN     | NN          |
| Other                       | OO     | OO          |
| Other                       | PP     | PP          |
| Other                       | QQ     | QQ          |
| Other                       | RR     | RR          |
| Other                       | SS     | SS          |
| Other                       | TT     | TT          |
| Other                       | UU     | UU          |
| Other                       | VV     | VV          |
| Other                       | WW     | WW          |
| Other                       | XX     | XX          |
| Other                       | YY     | YY          |
| Other                       | ZZ     | ZZ          |

**DAWSON COUNTY, GEORGIA**  
114

DAWSON COUNTY, GEORGIA  
PLANNING DEPARTMENT  
1000 ...  
...  
...



Scale: 1"= 400'  
Page 127 of 162  
MAP 114

# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

### STATEMENT OF PERSONAL HISTORY

Instruction: This statement must be typed or neatly printed and executed under oath. Each question must be fully answered. If space provided is not sufficient, answer on a separate sheet and indicate in the space if a separate sheet is attached.

1. **NAME:** Ashworth Richard Mark  
Last First Middle  
**RESIDENCE:** 70 Tournament Drive North  
Street Number Street Name  
Hawthorn Woods IL 60047 (847) 914-2500 (business)  
City State Zip Code Telephone Number

2. **CHECK:** (all that apply)

- Sole Owner/Proprietor     Partner:     General     Limited     Silent  
 Director     Principal Stockholder (20% or more)  
 Registered Agent     Officer: President, Pharmacy and Retail Operations  
 Manager     Employee: \_\_\_\_\_

3. **TRADE NAME OF BUSINESS FOR WHICH THIS STATEMENT IS MADE:**

NAME OF BUSINESS: Walgreen Co. d/b/a Rite Aid #11816

LOCATION: 204 Dawson Village Way South  
Street Number Street Name P. O. Box  
Dawsonville GA 30534  
City State Zip Code Telephone Number

4. **STATE THE PERCENTAGE OF OWNERSHIP OR INTEREST, IF ANY, IN THIS BUSINESS:** 0%

5. **STATE METHOD AND AMOUNT OF COMPENSATION, IF ANY, DIRECTLY OR INDIRECTLY:** \_\_\_\_\_  
Salary

6. **DATE OF BIRTH:** 1/11/1975    **PLACE OF BIRTH:** Tampa, FL  
**SSN:** XXX-XX-6746    **SEX:**  MALE     FEMALE    **RACE:** Caucasian  
**COLOR OF HAIR:** Brown    **COLOR OF EYES:** Green

7.  U.S. CITIZEN     LEGAL PERMANENT RESIDENT     QUALIFIED ALIEN OR NON-IMMIGRANT

**Requirements:**

Affidavit for Issuance of a Public Benefit and a Secure & Verifiable Document  
E-Verify Private Employer Affidavit of Compliance or E-Verify Private Employer Exemption Affidavit





**STATEMENT OF PERSONAL HISTORY**

12. DO YOU HAVE ANY FINANCIAL INTEREST, OR ARE YOU EMPLOYED IN ANY OTHER WHOLESALE OR RETAIL BUSINESS ENGAGED IN DISTILLING, BOTTLING, RECTIFYING, OR SELLING ALCOHOLIC BEVERAGES? Yes, please see attached Exhibit "A" for a list of alcohol licenses held by Walgreen Co. in

Georgia.

IF YOUR ANSWER IS "YES" TO NUMBER 14, GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. HAVE YOU EVER HAD ANY FINANCIAL INTEREST IN AN ALCOHOLIC BEVERAGE BUSINESS THAT WAS DENIED A LICENSE? No

IF SO, GIVE DETAILS: N/A

14. HAS ANY ALCOHOLIC BEVERAGE LICENSE IN WHICH YOU HOLD, OR HAVE HELD, ANY FINANCIAL INTEREST OF, OR EMPLOYED, OR HAVE BEEN EMPLOYED, EVER BEEN CITED FOR ANY VIOLATIONS OF THE RULES AND REGULATIONS OF THE STATE REVENUE COMMISSIONER RELATING TO THE SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES? Yes

IF SO, GIVE DETAILS: Please see attached Exhibit "B" regarding alcohol violations of Walgreen Co.

15. IF DURING THE PAST TEN YEARS YOU HAVE BOUGHT OR SOLD ANY BUSINESS ASSOCIATED WITH ALCOHOL, GIVE DETAILS. (DATE, LICENSE NUMBER, PERSONS, AND CONSIDERATIONS INVOLVED):

N/A

16. HAVE YOU EVER BEEN DENIED BOND BY A COMMERCIAL SECURITY COMPANY? No

IF SO, GIVE DETAILS: \_\_\_\_\_

17. ARE YOU A REGISTERED VOTER? Yes IN WHAT STATE? Illinois

18. HAVE YOU EVER BEEN ARRESTED, OR HELD BY FEDERAL, STATE OR OTHER LAW ENFORCEMENT AUTHORITIES, FOR ANY VIOLATION OF ANY FEDERAL LAW, STATE LAW, COUNTY OR MUNICIPAL LAW, REGULATION OR ORDINANCES? (Do not include traffic violations. All other charges must be included even if they were dismissed. Give reason charged or held, date, place where charged and disposition. If no arrest, write no arrest. After last arrest is listed, please write no other arrest):

1. No arrest.

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**STATEMENT OF PERSONAL HISTORY**

19. LIST BELOW FOUR REFERENCES (PERSONAL AND BUSINESS). GIVE COMPLETE ADDRESS AND PHONE NUMBER INCLUDING AREA CODE. IF GIVING A BUSINESS REFERENCE, NAME A PERSON AT THE LOCATION TO BE CONTACTED. DO NOT INCLUDE RELATIVES OR EMPLOYERS OR FELLOW EMPLOYEES OF PARTICULAR BUSINESS.

1. Nicole Zimmerman - 1613 E. Dogwood Ln., Mount Prospect, IL 60056 - (847) 687-6987
2. Thomas (Skip) Bourdo - 1281 Kimmer Ct., Lake Forest, IL 60045 - (302) 981-0643
3. Roberto Valencia - 21080 Tree Rd., Kildeer, IL 60047 - (847) 971-6401
4. Charles Bernard - 874 E Winter Ct., Vernon Hille, IL 60061 - (847) 757-5536

20. HAVE YOU HAD ANY LICENSE UNDER THE REGULATORY POWERS OF DAWSON COUNTY DENIED, SUSPENDED, OR REVOKED WITHIN TWO (2) YEARS PRIOR TO THE FILING OF THIS APPLICATION?  
No

IF SO, GIVE DETAILS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. ATTACH PHOTOGRAPH (Front View) TAKEN WITHIN THE PAST YEAR:



**NOTE: ATTACH A COPY OF YOUR DRIVER'S LICENSE TO THIS FORM.**

**STATEMENT OF PERSONAL HISTORY**

Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attachments submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY.


I, Richard M. Ashworth, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC BEVERAGE LICENSE. I HEREBY AUTHORIZE PERSONNEL OF THE DAWSON COUNTY SHERIFF'S DEPARTMENT OR DAWSON COUNTY MARSHAL'S OFFICE TO RECEIVE, VERIFY, AND DISSEMINATE ANY CRIMINAL HISTORY INFORMATION WHICH MAY BE IN THE FILES OF ANY LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCY FOR INVESTIGATIVE PURPOSES, DENIAL, OR APPEALS.

  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Richard M. Ashworth SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 6<sup>TH</sup> DAY OF Nov, 2017



  
NOTARY PUBLIC

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

| Location # | Doing Business As | Address1                       | City           | County  | State | Zip5  |
|------------|-------------------|--------------------------------|----------------|---------|-------|-------|
| 1646       | WALGREENS #01646  | 23 S MARIETTA PKWY SW          | MARIETTA       | COBB    | GA    | 30064 |
| 1646       | WALGREENS #01646  | 23 S MARIETTA PKWY SW          | MARIETTA       | COBB    | GA    | 30064 |
| 2171       | WALGREENS #02171  | 700 EAST DERENNE AVE           | SAVANNAH       | CHATHAM | GA    | 31405 |
| 2171       | WALGREENS #02171  | 700 EAST DERENNE AVE           | SAVANNAH       | CHATHAM | GA    | 31405 |
| 2359       | WALGREENS #02359  | 5373 PEACHTREE INDUSTRIAL BLVD | CHAMBLEE       | DEKALB  | GA    | 30341 |
| 2359       | WALGREENS #02359  | 5373 PEACHTREE INDUSTRIAL BLVD | CHAMBLEE       | DEKALB  | GA    | 30341 |
| 2454       | WALGREENS #02454  | 3116 HIGHWAY 34 E              | NEWNAN         | COWETA  | GA    | 30265 |
| 2454       | WALGREENS #02454  | 3116 HIGHWAY 34 E              | NEWNAN         | COWETA  | GA    | 30265 |
| 5336       | WALGREENS #05336  | 5320 MEMORIAL DR               | STONE MOUNTAIN | DEKALB  | GA    | 30083 |
| 5336       | WALGREENS #05336  | 5320 MEMORIAL DR               | STONE MOUNTAIN | DEKALB  | GA    | 30083 |
| 5368       | WALGREENS #05368  | 11509 ABERCORN ST              | SAVANNAH       | CHATHAM | GA    | 31419 |
| 5368       | WALGREENS #05368  | 11509 ABERCORN ST              | SAVANNAH       | CHATHAM | GA    | 31419 |
| 5485       | WALGREENS #05485  | 2779 N COBB PARKWAY            | KENNESAW       | COBB    | GA    | 30152 |
| 5485       | WALGREENS #05485  | 2779 N COBB PARKWAY            | KENNESAW       | COBB    | GA    | 30152 |
| 5580       | WALGREENS #05580  | 2035 CANDLER RD                | DECATUR        | DEKALB  | GA    | 30032 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                             |                |          |    |       |
|------|------------------|-----------------------------|----------------|----------|----|-------|
| 5580 | WALGREENS #05580 | 2035 CANDLER RD             | DECATUR        | DEKALB   | GA | 30032 |
| 5605 | WALGREENS #05605 | 695 W CROSSVILLE RD         | ROSWELL        | FULTON   | GA | 30075 |
| 5605 | WALGREENS #05605 | 695 W CROSSVILLE RD         | ROSWELL        | FULTON   | GA | 30075 |
| 5759 | WALGREENS #05759 | 585 DEKALB INDUSTRIAL WAY   | DECATUR        | DEKALB   | GA | 30033 |
| 5759 | WALGREENS #05759 | 585 DEKALB INDUSTRIAL WAY   | DECATUR        | DEKALB   | GA | 30033 |
| 5760 | WALGREENS #05760 | 3003 OLD ALABAMA RD         | JOHNS CREEK    | FULTON   | GA | 30022 |
| 5760 | WALGREENS #05760 | 3003 OLD ALABAMA RD         | JOHNS CREEK    | FULTON   | GA | 30022 |
| 5896 | WALGREENS #05896 | 1556 LAWRENCEVILLE HWY      | LAWRENCEVILLE  | GWINNETT | GA | 30044 |
| 5896 | WALGREENS #05896 | 1556 LAWRENCEVILLE HWY      | LAWRENCEVILLE  | GWINNETT | GA | 30044 |
| 5897 | WALGREENS #05897 | 1070 RICHARD D SAILORS PKWY | POWDER SPRINGS | COBB     | GA | 30127 |
| 5897 | WALGREENS #05897 | 1070 RICHARD D SAILORS PKWY | POWDER SPRINGS | COBB     | GA | 30127 |
| 5898 | WALGREENS #05898 | 5455 LAWRENCEVILLE HWY NW   | LILBURN        | GWINNETT | GA | 30047 |
| 5898 | WALGREENS #05898 | 5455 LAWRENCEVILLE HWY NW   | LILBURN        | GWINNETT | GA | 30047 |
| 5899 | WALGREENS #05899 | 181 SOUTH CLAYTON ST        | LAWRENCEVILLE  | GWINNETT | GA | 30046 |
| 5899 | WALGREENS #05899 | 181 SOUTH CLAYTON ST        | LAWRENCEVILLE  | GWINNETT | GA | 30046 |
| 5901 | WALGREENS #05901 | 2390 S COBB DRIVE SE        | SMYRNA         | COBB     | GA | 30080 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                               |               |           |    |       |
|------|------------------|-------------------------------|---------------|-----------|----|-------|
| 5901 | WALGREENS #05901 | 2390 S COBB DRIVE SE          | SMYRNA        | COBB      | GA | 30080 |
| 5901 | WALGREENS #05901 | 2390 S COBB DRIVE SE          | SMYRNA        | COBB      | GA | 30080 |
| 5902 | WALGREENS #05902 | 2670 COBB PARKWAY SE          | SMYRNA        | COBB      | GA | 30080 |
| 5902 | WALGREENS #05902 | 2670 COBB PARKWAY SE          | SMYRNA        | COBB      | GA | 30080 |
| 5954 | WALGREENS #05954 | 1247 WALNUT AVE W             | DALTON        | WHITFIELD | GA | 30720 |
| 5954 | WALGREENS #05954 | 1247 WALNUT AVE W             | DALTON        | WHITFIELD | GA | 30720 |
| 5954 | WALGREENS #05954 | 1247 WALNUT AVE W             | DALTON        | WHITFIELD | GA | 30720 |
| 5989 | WALGREENS #05989 | 2705 BUFORD HWY               | DULUTH        | GWINNETT  | GA | 30096 |
| 5989 | WALGREENS #05989 | 2705 BUFORD HWY               | DULUTH        | GWINNETT  | GA | 30096 |
| 5990 | WALGREENS #05990 | 2075 LAWRENCEVILLE SUWANEE RD | SUWANEE       | GWINNETT  | GA | 30024 |
| 5990 | WALGREENS #05990 | 2075 LAWRENCEVILLE SUWANEE RD | SUWANEE       | GWINNETT  | GA | 30024 |
| 6032 | WALGREENS #06032 | 595 PIEDMONT AVE NE STE 100   | ATLANTA       | FULTON    | GA | 30308 |
| 6032 | WALGREENS #06032 | 595 PIEDMONT AVE NE STE 100   | ATLANTA       | FULTON    | GA | 30308 |
| 6088 | WALGREENS #06088 | 2365 BUFORD DRIVE             | LAWRENCEVILLE | GWINNETT  | GA | 30043 |
| 6088 | WALGREENS #06088 | 2365 BUFORD DRIVE             | LAWRENCEVILLE | GWINNETT  | GA | 30043 |
| 6098 | WALGREENS #06098 | 125 JOHNNY MERCER BLVD        | SAVANNAH      | CHATHAM   | GA | 31410 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                        |                   |           |          |
|------|------------------|------------------------|-------------------|-----------|----------|
| 6098 | WALGREENS #06098 | 125 JOHNNY MERCER BLVD | SAVANNAH          | CHATHAM   | GA 31410 |
| 6138 | WALGREENS #06138 | 2065 S HAIRSTON RD     | DECATUR           | DEKALB    | GA 30035 |
| 6138 | WALGREENS #06138 | 2065 S HAIRSTON RD     | DECATUR           | DEKALB    | GA 30035 |
| 6185 | WALGREENS #06185 | 2220 HEWATT ROAD       | SNELLVILLE        | GWINNETT  | GA 30039 |
| 6185 | WALGREENS #06185 | 2220 HEWATT ROAD       | SNELLVILLE        | GWINNETT  | GA 30039 |
| 6201 | WALGREENS #06201 | 2351 DAWSON RD         | ALBANY            | DOUGHERTY | GA 31707 |
| 6201 | WALGREENS #06201 | 2351 DAWSON RD         | ALBANY            | DOUGHERTY | GA 31707 |
| 6202 | WALGREENS #06202 | 6671 COVINGTON HWY     | LITHONIA          | DEKALB    | GA 30058 |
| 6202 | WALGREENS #06202 | 6671 COVINGTON HWY     | LITHONIA          | DEKALB    | GA 30058 |
| 6204 | WALGREENS #06204 | 7530 ROSWELL RD        | SANDY SPRINGS     | FULTON    | GA 30350 |
| 6204 | WALGREENS #06204 | 7530 ROSWELL RD        | SANDY SPRINGS     | FULTON    | GA 30350 |
| 6205 | WALGREENS #06205 | 2945 PANOLA ROAD       | LITHONIA          | DEKALB    | GA 30038 |
| 6205 | WALGREENS #06205 | 2945 PANOLA ROAD       | LITHONIA          | DEKALB    | GA 30038 |
| 6207 | WALGREENS #06207 | 5985 PEACHTREE PKWY    | PEACHTREE CORNERS | GWINNETT  | GA 30092 |
| 6207 | WALGREENS #06207 | 5985 PEACHTREE PKWY    | PEACHTREE CORNERS | GWINNETT  | GA 30092 |
| 6208 | WALGREENS #06208 | 204 JONESBORO ROAD     | MCDONOUGH         | HENRY     | GA 30253 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                        |              |          |    |       |
|------|------------------|------------------------|--------------|----------|----|-------|
| 6208 | WALGREENS #06208 | 204 JONESBORO ROAD     | MCDONOUGH    | HENRY    | GA | 30253 |
| 6209 | WALGREENS #06209 | 1855 HUDSON BRIDGE RD  | STOCKBRIDGE  | HENRY    | GA | 30281 |
| 6209 | WALGREENS #06209 | 1855 HUDSON BRIDGE RD  | STOCKBRIDGE  | HENRY    | GA | 30281 |
| 6276 | WALGREENS #06276 | 6590 SUGARLOAF PKWY    | DULUTH       | GWINNETT | GA | 30097 |
| 6276 | WALGREENS #06276 | 6590 SUGARLOAF PKWY    | DULUTH       | GWINNETT | GA | 30097 |
| 6327 | WALGREENS #06327 | 4808 BUENA VISTA ROAD  | COLUMBUS     | MUSCOGEE | GA | 31907 |
| 6327 | WALGREENS #06327 | 4808 BUENA VISTA ROAD  | COLUMBUS     | MUSCOGEE | GA | 31907 |
| 6371 | WALGREENS #06371 | 880 GLYNN STREET SOUTH | FAYETTEVILLE | FAYETTE  | GA | 30214 |
| 6372 | WALGREENS #06372 | 780 GLYNN STREET N     | FAYETTEVILLE | FAYETTE  | GA | 30214 |
| 6373 | WALGREENS #06373 | 5707 VETERANS PKWY     | COLUMBUS     | MUSCOGEE | GA | 31904 |
| 6373 | WALGREENS #06373 | 5707 VETERANS PKWY     | COLUMBUS     | MUSCOGEE | GA | 31904 |
| 6374 | WALGREENS #06374 | 649 SHALLOWFORD RD NW  | GAINESVILLE  | HALL     | GA | 30504 |
| 6374 | WALGREENS #06374 | 649 SHALLOWFORD RD NW  | GAINESVILLE  | HALL     | GA | 30504 |
| 6394 | WALGREENS #06394 | 3900 WASHINGTON RD     | MARTINEZ     | COLUMBIA | GA | 30907 |
| 6394 | WALGREENS #06394 | 3900 WASHINGTON RD     | MARTINEZ     | COLUMBIA | GA | 30907 |
| 6395 | WALGREENS #06395 | 4470 COLUMBIA RD       | MARTINEZ     | COLUMBIA | GA | 30907 |



Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                                |               |          |    |       |
|------|------------------|--------------------------------|---------------|----------|----|-------|
| 6395 | WALGREENS #06395 | 4470 COLUMBIA RD               | MARTINEZ      | COLUMBIA | GA | 30907 |
| 6481 | WALGREENS #06481 | 3584 WESLEY CHAPEL ROAD        | DECATUR       | DEKALB   | GA | 30034 |
| 6481 | WALGREENS #06481 | 3584 WESLEY CHAPEL ROAD        | DECATUR       | DEKALB   | GA | 30034 |
| 6560 | WALGREENS #06560 | 3888 VINEVILLE AVE             | MACON         | BIBB     | GA | 31204 |
| 6560 | WALGREENS #06560 | 3888 VINEVILLE AVE             | MACON         | BIBB     | GA | 31204 |
| 6561 | WALGREENS #06561 | 1880 WATSON BLVD               | WARNER ROBINS | HOUSTON  | GA | 31093 |
| 6561 | WALGREENS #06561 | 1880 WATSON BLVD               | WARNER ROBINS | HOUSTON  | GA | 31093 |
| 6632 | WALGREENS #06632 | 3204 PEACH ORCHARD ROAD        | AUGUSTA       | RICHMOND | GA | 30906 |
| 6632 | WALGREENS #06632 | 3204 PEACH ORCHARD ROAD        | AUGUSTA       | RICHMOND | GA | 30906 |
| 6638 | WALGREENS #06638 | 2500 OLD NORCROSS ROAD         | LAWRENCEVILLE | GWINNETT | GA | 30044 |
| 6638 | WALGREENS #06638 | 2500 OLD NORCROSS ROAD         | LAWRENCEVILLE | GWINNETT | GA | 30044 |
| 6699 | WALGREENS #06699 | 1090 PEACHTREE INDUSTRIAL BLVD | SUWANEE       | GWINNETT | GA | 30024 |
| 6699 | WALGREENS #06699 | 1090 PEACHTREE INDUSTRIAL BLVD | SUWANEE       | GWINNETT | GA | 30024 |
| 6780 | WALGREENS #06780 | 2495 PIO NONO AVENUE           | MACON         | BIBB     | GA | 31206 |
| 6780 | WALGREENS #06780 | 2495 PIO NONO AVENUE           | MACON         | BIBB     | GA | 31206 |
| 6896 | WALGREENS #06896 | 9465 HWY 5                     | DOUGLASVILLE  | DOUGLAS  | GA | 30135 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                                   |              |          |    |       |
|------|------------------|-----------------------------------|--------------|----------|----|-------|
| 6896 | WALGREENS #06896 | 9465 HWY 5                        | DOUGLASVILLE | DOUGLAS  | GA | 30135 |
| 6897 | WALGREENS #06897 | 5675 JONESBORO ROAD               | LAKE CITY    | CLAYTON  | GA | 30260 |
| 6897 | WALGREENS #06897 | 5675 JONESBORO ROAD               | LAKE CITY    | CLAYTON  | GA | 30260 |
| 6899 | WALGREENS #06899 | 2815 N ASHLEY STREET              | VALDOSTA     | LOWNDES  | GA | 31602 |
| 6899 | WALGREENS #06899 | 2815 N ASHLEY STREET              | VALDOSTA     | LOWNDES  | GA | 31602 |
| 6899 | WALGREENS #06899 | 2815 N ASHLEY STREET              | VALDOSTA     | LOWNDES  | GA | 31602 |
| 6950 | WALGREENS #06950 | 1280 GRAY HWY                     | MACON        | BIBB     | GA | 31211 |
| 6950 | WALGREENS #06950 | 1280 GRAY HWY                     | MACON        | BIBB     | GA | 31211 |
| 6999 | WALGREENS #06999 | 173 S MAIN STREET                 | ALPHARETTA   | FULTON   | GA | 30009 |
| 6999 | WALGREENS #06999 | 173 S MAIN STREET                 | ALPHARETTA   | FULTON   | GA | 30009 |
| 7001 | WALGREENS #07001 | 5296 JIMMY CARTER BLVD            | NORCROSS     | GWINNETT | GA | 30093 |
| 7001 | WALGREENS #07001 | 5296 JIMMY CARTER BLVD            | NORCROSS     | GWINNETT | GA | 30093 |
| 7134 | WALGREENS #07134 | 110 HAWTHORNE AVE                 | ATHENS       | CLARKE   | GA | 30606 |
| 7134 | WALGREENS #07134 | 110 HAWTHORNE AVE                 | ATHENS       | CLARKE   | GA | 30606 |
| 7134 | WALGREENS #07134 | 110 HAWTHORNE AVE                 | ATHENS       | CLARKE   | GA | 30606 |
| 7167 | WALGREENS #07167 | 5511 CHAMBLEE DUNWOODY RD SUITE A | DUNWOODY     | DEKALB   | GA | 30338 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                                   |                |          |    |       |
|------|------------------|-----------------------------------|----------------|----------|----|-------|
| 7167 | WALGREENS #07167 | 5511 CHAMBLEE DUNWOODY RD SUITE A | DUNWOODY       | DEKALB   | GA | 30338 |
| 7199 | WALGREENS #07199 | 701 MARTHA BERRY BLVD NW          | ROME           | FLOYD    | GA | 30165 |
| 7199 | WALGREENS #07199 | 701 MARTHA BERRY BLVD NW          | ROME           | FLOYD    | GA | 30165 |
| 7229 | WALGREENS #07229 | 4305 MERCER UNIVERSITY DRIVE      | MACON          | BIBB     | GA | 31206 |
| 7229 | WALGREENS #07229 | 4305 MERCER UNIVERSITY DRIVE      | MACON          | BIBB     | GA | 31206 |
| 7337 | WALGREENS #07337 | 590 THORNTON ROAD                 | LITHIA SPRINGS | DOUGLAS  | GA | 30122 |
| 7337 | WALGREENS #07337 | 590 THORNTON ROAD                 | LITHIA SPRINGS | DOUGLAS  | GA | 30122 |
| 7338 | WALGREENS #07338 | 6090 LAKE ACWORTH DR NW           | ACWORTH        | COBB     | GA | 30101 |
| 7338 | WALGREENS #07338 | 6090 LAKE ACWORTH DR NW           | ACWORTH        | COBB     | GA | 30101 |
| 7340 | WALGREENS #07340 | 120 MARIETTA HIGHWAY              | CANTON         | CHEROKEE | GA | 30114 |
| 7340 | WALGREENS #07340 | 120 MARIETTA HIGHWAY              | CANTON         | CHEROKEE | GA | 30114 |
| 7394 | WALGREENS #07394 | 3740 CASCADE RD SW                | ATLANTA        | FULTON   | GA | 30331 |
| 7394 | WALGREENS #07394 | 3740 CASCADE RD SW                | ATLANTA        | FULTON   | GA | 30331 |
| 7395 | WALGREENS #07395 | 6410 W JOHNS CROSSING             | JOHNS CREEK    | FULTON   | GA | 30097 |
| 7395 | WALGREENS #07395 | 6410 W JOHNS CROSSING             | JOHNS CREEK    | FULTON   | GA | 30097 |
| 7396 | WALGREENS #07396 | 6111 HICKORY FLAT HIGHWAY         | HOLLY SPRINGS  | CHEROKEE | GA | 30115 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                              |                 |          |    |       |
|------|------------------|------------------------------|-----------------|----------|----|-------|
| 7396 | WALGREENS #07396 | 6111 HICKORY FLAT HIGHWAY    | HOLLY SPRINGS   | CHEROKEE | GA | 30115 |
| 7478 | WALGREENS #07478 | 2781 LAVISTA ROAD            | DECATUR         | DEKALB   | GA | 30033 |
| 7478 | WALGREENS #07478 | 2781 LAVISTA ROAD            | DECATUR         | DEKALB   | GA | 30033 |
| 7567 | WALGREENS #07567 | 1228 BATTLEFIELD PKWY        | FORT OGLETHORPE | CATOOSA  | GA | 30742 |
| 7567 | WALGREENS #07567 | 1228 BATTLEFIELD PKWY        | FORT OGLETHORPE | CATOOSA  | GA | 30742 |
| 7608 | WALGREENS #07608 | 5435 FIVE FORKS TRICKUM ROAD | STONE MOUNTAIN  | GWINNETT | GA | 30087 |
| 7608 | WALGREENS #07608 | 5435 FIVE FORKS TRICKUM ROAD | STONE MOUNTAIN  | GWINNETT | GA | 30087 |
| 7741 | WALGREENS #07741 | 2154 JOHNSON FERRY RD NE     | BROOKHAVEN      | DEKALB   | GA | 30319 |
| 7741 | WALGREENS #07741 | 2154 JOHNSON FERRY RD NE     | BROOKHAVEN      | DEKALB   | GA | 30319 |
| 7742 | WALGREENS #07742 | 1510 MILSTEAD AVE NE         | CONYERS         | ROCKDALE | GA | 30012 |
| 7742 | WALGREENS #07742 | 1510 MILSTEAD AVE NE         | CONYERS         | ROCKDALE | GA | 30012 |
| 7772 | WALGREENS #07772 | 672 FURYS FERRY ROAD         | MARTINEZ        | COLUMBIA | GA | 30907 |
| 7772 | WALGREENS #07772 | 672 FURYS FERRY ROAD         | MARTINEZ        | COLUMBIA | GA | 30907 |
| 7820 | WALGREENS #07820 | 794 SOUTH PARK ST            | CARROLLTON      | CARROLL  | GA | 30117 |
| 7820 | WALGREENS #07820 | 794 SOUTH PARK ST            | CARROLLTON      | CARROLL  | GA | 30117 |
| 7848 | WALGREENS #07848 | 4575 ALTAMA AVE              | BRUNSWICK       | GLYNN    | GA | 31520 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                      |                |          |    |       |
|------|------------------|----------------------|----------------|----------|----|-------|
| 7848 | WALGREENS #07848 | 4575 ALTAMA AVE      | BRUNSWICK      | GLYNN    | GA | 31520 |
| 7946 | WALGREENS #07946 | 1650 BUFORD HWY      | CUMMING        | FORSYTH  | GA | 30041 |
| 7946 | WALGREENS #07946 | 1650 BUFORD HWY      | CUMMING        | FORSYTH  | GA | 30041 |
| 7958 | WALGREENS #07958 | 2630 BRASELTON HWY   | BUFORD         | GWINNETT | GA | 30519 |
| 7958 | WALGREENS #07958 | 2630 BRASELTON HWY   | BUFORD         | GWINNETT | GA | 30519 |
| 7959 | WALGREENS #07959 | 1930 SCENIC HWY N    | SNELLVILLE     | GWINNETT | GA | 30078 |
| 7959 | WALGREENS #07959 | 1930 SCENIC HWY N    | SNELLVILLE     | GWINNETT | GA | 30078 |
| 7960 | WALGREENS #07960 | 1065 DULUTH HIGHWAY  | LAWRENCEVILLE  | GWINNETT | GA | 30043 |
| 7960 | WALGREENS #07960 | 1065 DULUTH HIGHWAY  | LAWRENCEVILLE  | GWINNETT | GA | 30043 |
| 7994 | WALGREENS #07994 | 2595 PEACHTREE PKWY  | CUMMING        | FORSYTH  | GA | 30041 |
| 7994 | WALGREENS #07994 | 2595 PEACHTREE PKWY  | CUMMING        | FORSYTH  | GA | 30041 |
| 7995 | WALGREENS #07995 | 4765 REDAN RD        | STONE MOUNTAIN | DEKALB   | GA | 30088 |
| 7995 | WALGREENS #07995 | 4765 REDAN RD        | STONE MOUNTAIN | DEKALB   | GA | 30088 |
| 9155 | WALGREENS #09155 | 3414 MUNDY MILL ROAD | OAKWOOD        | HALL     | GA | 30507 |
| 9155 | WALGREENS #09155 | 3414 MUNDY MILL ROAD | OAKWOOD        | HALL     | GA | 30507 |
| 9257 | WALGREENS #09257 | 613 NORTHSIDE DR E   | STATESBORO     | BULLOCH  | GA | 30458 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                          |             |          |    |       |
|------|------------------|--------------------------|-------------|----------|----|-------|
| 9257 | WALGREENS #09257 | 613 NORTHSIDE DR E       | STATESBORO  | BULLOCH  | GA | 30458 |
| 9257 | WALGREENS #09257 | 613 NORTHSIDE DR E       | STATESBORO  | BULLOCH  | GA | 30458 |
| 9271 | WALGREENS #09271 | 7935 TARA BLVD           | JONESBORO   | CLAYTON  | GA | 30236 |
| 9271 | WALGREENS #09271 | 7935 TARA BLVD           | JONESBORO   | CLAYTON  | GA | 30236 |
| 9277 | WALGREENS #09277 | 1740 MEMORIAL DRIVE      | WAYCROSS    | WARE     | GA | 31501 |
| 9277 | WALGREENS #09277 | 1740 MEMORIAL DRIVE      | WAYCROSS    | WARE     | GA | 31501 |
| 9305 | WALGREENS #09305 | 1800 BAYTREE RD          | VALDOSTA    | LOWNDES  | GA | 31602 |
| 9305 | WALGREENS #09305 | 1800 BAYTREE RD          | VALDOSTA    | LOWNDES  | GA | 31602 |
| 9305 | WALGREENS #09305 | 1800 BAYTREE RD          | VALDOSTA    | LOWNDES  | GA | 31602 |
| 9451 | WALGREENS #09451 | 5510 WINDWARD PKWY       | ALPHARETTA  | FULTON   | GA | 30004 |
| 9451 | WALGREENS #09451 | 5510 WINDWARD PKWY       | ALPHARETTA  | FULTON   | GA | 30004 |
| 9494 | WALGREENS #09494 | 4397 SUDDERTH ROAD       | SUGAR HILL  | GWINNETT | GA | 30518 |
| 9494 | WALGREENS #09494 | 4397 SUDDERTH ROAD       | SUGAR HILL  | GWINNETT | GA | 30518 |
| 9501 | WALGREENS #09501 | 1056 EAGLES LANDING PKWY | STOCKBRIDGE | HENRY    | GA | 30281 |
| 9501 | WALGREENS #09501 | 1056 EAGLES LANDING PKWY | STOCKBRIDGE | HENRY    | GA | 30281 |
| 9501 | WALGREENS #09501 | 1056 EAGLES LANDING PKWY | STOCKBRIDGE | HENRY    | GA | 30281 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|      |                  |                              |             |          |          |
|------|------------------|------------------------------|-------------|----------|----------|
| 9620 | WALGREENS #09620 | 3800 PRINCETON LAKES PKWY SW | ATLANTA     | FULTON   | GA 30331 |
| 9620 | WALGREENS #09620 | 3800 PRINCETON LAKES PKWY SW | ATLANTA     | FULTON   | GA 30331 |
| 9621 | WALGREENS #09621 | 315 FAIRVIEW RD              | ELLENWOOD   | HENRY    | GA 30294 |
| 9621 | WALGREENS #09621 | 315 FAIRVIEW RD              | ELLENWOOD   | HENRY    | GA 30294 |
| 9622 | WALGREENS #09622 | 115 VERNON ST                | LAGRANGE    | TROUP    | GA 30240 |
| 9622 | WALGREENS #09622 | 115 VERNON ST                | LAGRANGE    | TROUP    | GA 30240 |
| 9623 | WALGREENS #09623 | 896 HIGHWAY 81 E             | MCDONOUGH   | HENRY    | GA 30252 |
| 9623 | WALGREENS #09623 | 896 HIGHWAY 81 E             | MCDONOUGH   | HENRY    | GA 30252 |
| 9629 | WALGREENS #09629 | 4398 ATLANTA HWY             | LOGANVILLE  | WALTON   | GA 30052 |
| 9630 | WALGREENS #09630 | 4617 JONESBORO ROAD          | UNION CITY  | FULTON   | GA 30291 |
| 9630 | WALGREENS #09630 | 4617 JONESBORO ROAD          | UNION CITY  | FULTON   | GA 30291 |
| 9706 | WALGREENS #09706 | 472 S ENOTA DR NE            | GAINESVILLE | HALL     | GA 30501 |
| 9706 | WALGREENS #09706 | 472 S ENOTA DR NE            | GAINESVILLE | HALL     | GA 30501 |
| 9749 | WALGREENS #09749 | 950 TOWNE LAKE PKWY          | WOODSTOCK   | CHEROKEE | GA 30189 |
| 9749 | WALGREENS #09749 | 950 TOWNE LAKE PKWY          | WOODSTOCK   | CHEROKEE | GA 30189 |
| 9789 | WALGREENS #09789 | 3228 WRIGHTSBORO RD          | AUGUSTA     | RICHMOND | GA 30909 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                           |               |          |    |       |
|-------|------------------|---------------------------|---------------|----------|----|-------|
| 9789  | WALGREENS #09789 | 3228 WRIGHTSBORO RD       | AUGUSTA       | RICHMOND | GA | 30909 |
| 9849  | WALGREENS #09849 | 1024 E 16TH AVE           | CORDELE       | CRISP    | GA | 31015 |
| 9849  | WALGREENS #09849 | 1024 E 16TH AVE           | CORDELE       | CRISP    | GA | 31015 |
| 9890  | WALGREENS #09890 | 1 MILLARD FARMER IND BLVD | NEWNAN        | COWETA   | GA | 30263 |
| 9890  | WALGREENS #09890 | 1 MILLARD FARMER IND BLVD | NEWNAN        | COWETA   | GA | 30263 |
| 9981  | WALGREENS #09981 | 101 PROMINENCE POINT PKWY | CANTON        | CHEROKEE | GA | 30114 |
| 9981  | WALGREENS #09981 | 101 PROMINENCE POINT PKWY | CANTON        | CHEROKEE | GA | 30114 |
| 10246 | WALGREENS #10246 | 5864 FAIRBURN RD          | DOUGLASVILLE  | DOUGLAS  | GA | 30134 |
| 10246 | WALGREENS #10246 | 5864 FAIRBURN RD          | DOUGLASVILLE  | DOUGLAS  | GA | 30134 |
| 10247 | WALGREENS #10247 | 5075 ALABAMA HWY          | RINGGOLD      | CATOOSA  | GA | 30736 |
| 10247 | WALGREENS #10247 | 5075 ALABAMA HWY          | RINGGOLD      | CATOOSA  | GA | 30736 |
| 10248 | WALGREENS #10248 | 3505 CENTERVILLE HWY      | SNELLVILLE    | GWINNETT | GA | 30039 |
| 10248 | WALGREENS #10248 | 3505 CENTERVILLE HWY      | SNELLVILLE    | GWINNETT | GA | 30039 |
| 10265 | WALGREENS #10265 | 4535 ROSWELL RD           | SANDY SPRINGS | FULTON   | GA | 30342 |
| 10265 | WALGREENS #10265 | 4535 ROSWELL RD           | SANDY SPRINGS | FULTON   | GA | 30342 |
| 10266 | WALGREENS #10266 | 101 TORRAS DRIVE          | BRUNSWICK     | GLYNN    | GA | 31520 |



Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                      |               |          |          |
|-------|------------------|----------------------|---------------|----------|----------|
| 10266 | WALGREENS #10266 | 101 TORRAS DRIVE     | BRUNSWICK     | GLYNN    | GA 31520 |
| 10422 | WALGREENS #10422 | 3658 ROSWELL RD NW   | ATLANTA       | FULTON   | GA 30342 |
| 10422 | WALGREENS #10422 | 3658 ROSWELL RD NW   | ATLANTA       | FULTON   | GA 30342 |
| 10423 | WALGREENS #10423 | 3290 KEITH BRIDGE RD | CUMMING       | FORSYTH  | GA 30041 |
| 10423 | WALGREENS #10423 | 3290 KEITH BRIDGE RD | CUMMING       | FORSYTH  | GA 30041 |
| 10457 | WALGREENS #10457 | 5201 LAVISTA RD      | TUCKER        | DEKALB   | GA 30084 |
| 10457 | WALGREENS #10457 | 5201 LAVISTA RD      | TUCKER        | DEKALB   | GA 30084 |
| 10457 | WALGREENS #10457 | 5201 LAVISTA RD      | TUCKER        | DEKALB   | GA 30084 |
| 10479 | WALGREENS #10479 | 1783 HIGHWAY 138 SE  | CONYERS       | ROCKDALE | GA 30013 |
| 10479 | WALGREENS #10479 | 1783 HIGHWAY 138 SE  | CONYERS       | ROCKDALE | GA 30013 |
| 10506 | WALGREENS #10506 | 2270 US HIGHWAY 17   | RICHMOND HILL | BRYAN    | GA 31324 |
| 10506 | WALGREENS #10506 | 2270 US HIGHWAY 17   | RICHMOND HILL | BRYAN    | GA 31324 |
| 10602 | WALGREENS #10602 | 4310 WASHINGTON RD   | EVANS         | COLUMBIA | GA 30809 |
| 10602 | WALGREENS #10602 | 4310 WASHINGTON RD   | EVANS         | COLUMBIA | GA 30809 |
| 10632 | WALGREENS #10632 | 1602 N EXPRESSWAY    | GRIFFIN       | SPALDING | GA 30223 |
| 10632 | WALGREENS #10632 | 1602 N EXPRESSWAY    | GRIFFIN       | SPALDING | GA 30223 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                        |               |           |    |       |
|-------|------------------|------------------------|---------------|-----------|----|-------|
| 10634 | WALGREENS #10634 | 6035 ZEBULON RD        | MACON         | BIBB      | GA | 31210 |
| 10634 | WALGREENS #10634 | 6035 ZEBULON RD        | MACON         | BIBB      | GA | 31210 |
| 10635 | WALGREENS #10635 | 5701 OGEECHEE RD       | SAVANNAH      | CHATHAM   | GA | 31405 |
| 10635 | WALGREENS #10635 | 5701 OGEECHEE RD       | SAVANNAH      | CHATHAM   | GA | 31405 |
| 10796 | WALGREENS #10796 | 2414 SYLVESTER RD.     | ALBANY        | DOUGHERTY | GA | 31705 |
| 10796 | WALGREENS #10796 | 2414 SYLVESTER RD.     | ALBANY        | DOUGHERTY | GA | 31705 |
| 10797 | WALGREENS #10797 | 300 N SLAPPEY BLVD     | ALBANY        | DOUGHERTY | GA | 31701 |
| 10797 | WALGREENS #10797 | 300 N SLAPPEY BLVD     | ALBANY        | DOUGHERTY | GA | 31701 |
| 10798 | WALGREENS #10798 | 1101 N THIRD AVENUE    | CHATSWORTH    | MURRAY    | GA | 30705 |
| 10798 | WALGREENS #10798 | 1101 N THIRD AVENUE    | CHATSWORTH    | MURRAY    | GA | 30705 |
| 10798 | WALGREENS #10798 | 1101 N THIRD AVENUE    | CHATSWORTH    | MURRAY    | GA | 30705 |
| 10799 | WALGREENS #10799 | 409 S COLUMBIA AVE     | RINCON        | EFFINGHAM | GA | 31326 |
| 10832 | WALGREENS #10832 | 2350 NORTH COLUMBIA ST | MILLEDGEVILLE | BALDWIN   | GA | 31061 |
| 10832 | WALGREENS #10832 | 2350 NORTH COLUMBIA ST | MILLEDGEVILLE | BALDWIN   | GA | 31061 |
| 10833 | WALGREENS #10833 | 615 LOVE AVE           | TIFTON        | TIFT      | GA | 31794 |
| 10833 | WALGREENS #10833 | 615 LOVE AVE           | TIFTON        | TIFT      | GA | 31794 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                         |               |         |    |       |
|-------|------------------|-------------------------|---------------|---------|----|-------|
| 10854 | WALGREENS #10854 | 2701 FAIRBURN ROAD      | DOUGLASVILLE  | DOUGLAS | GA | 30135 |
| 10854 | WALGREENS #10854 | 2701 FAIRBURN ROAD      | DOUGLASVILLE  | DOUGLAS | GA | 30135 |
| 10856 | WALGREENS #10856 | 2060 HIGHWAY 40 E       | KINGSLAND     | CAMDEN  | GA | 31548 |
| 10856 | WALGREENS #10856 | 2060 HIGHWAY 40 E       | KINGSLAND     | CAMDEN  | GA | 31548 |
| 10884 | WALGREENS #10884 | 1081 GA HIGHWAY 96      | WARNER ROBINS | HOUSTON | GA | 31088 |
| 10884 | WALGREENS #10884 | 1081 GA HIGHWAY 96      | WARNER ROBINS | HOUSTON | GA | 31088 |
| 11106 | WALGREENS #11106 | 733 E FORSYTH ST        | AMERICUS      | SUMTER  | GA | 31709 |
| 11106 | WALGREENS #11106 | 733 E FORSYTH ST        | AMERICUS      | SUMTER  | GA | 31709 |
| 11107 | WALGREENS #11107 | 501 US HIGHWAY 84 E     | CAIRO         | GRADY   | GA | 39828 |
| 11107 | WALGREENS #11107 | 501 US HIGHWAY 84 E     | CAIRO         | GRADY   | GA | 39828 |
| 11166 | WALGREENS #11166 | 18 COLLEGE AVE          | ELBERTON      | ELBERT  | GA | 30635 |
| 11166 | WALGREENS #11166 | 18 COLLEGE AVE          | ELBERTON      | ELBERT  | GA | 30635 |
| 11348 | WALGREENS #11348 | 2835 WATSON BLVD        | WARNER ROBINS | HOUSTON | GA | 31093 |
| 11348 | WALGREENS #11348 | 2835 WATSON BLVD        | WARNER ROBINS | HOUSTON | GA | 31093 |
| 11490 | WALGREENS #11490 | 634 NORTH CHURCH STREET | THOMASTON     | UPSON   | GA | 30286 |
| 11490 | WALGREENS #11490 | 634 NORTH CHURCH STREET | THOMASTON     | UPSON   | GA | 30286 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                         |             |          |    |       |
|-------|------------------|-------------------------|-------------|----------|----|-------|
| 11491 | WALGREENS #11491 | 684 W BANKHEAD HWY      | VILLA RICA  | CARROLL  | GA | 30180 |
| 11491 | WALGREENS #11491 | 684 W BANKHEAD HWY      | VILLA RICA  | CARROLL  | GA | 30180 |
| 11538 | WALGREENS #11538 | 4210 AUGUSTA RD         | GARDEN CITY | CHATHAM  | GA | 31408 |
| 11538 | WALGREENS #11538 | 4210 AUGUSTA RD         | GARDEN CITY | CHATHAM  | GA | 31408 |
| 11539 | WALGREENS #11539 | 319 S BROAD ST          | MONROE      | WALTON   | GA | 30655 |
| 11539 | WALGREENS #11539 | 319 S BROAD ST          | MONROE      | WALTON   | GA | 30655 |
| 11661 | WALGREENS #11661 | 602 PETERSON AVE S      | DOUGLAS     | COFFEE   | GA | 31533 |
| 11661 | WALGREENS #11661 | 602 PETERSON AVE S      | DOUGLAS     | COFFEE   | GA | 31533 |
| 11686 | WALGREENS #11686 | 303 CHARLIE WATTS DRIVE | DALLAS      | PAULDING | GA | 30157 |
| 11708 | WALGREENS #11708 | 390 SOUTH MAIN STREET   | SWAINSBORO  | EMANUEL  | GA | 30401 |
| 11708 | WALGREENS #11708 | 390 SOUTH MAIN STREET   | SWAINSBORO  | EMANUEL  | GA | 30401 |
| 11757 | WALGREENS #11757 | 3925 PEACHTREE RD NE    | BROOKHAVEN  | DEKALB   | GA | 30319 |
| 11757 | WALGREENS #11757 | 3925 PEACHTREE RD NE    | BROOKHAVEN  | DEKALB   | GA | 30319 |
| 11758 | WALGREENS #11758 | 6665 HIGHWAY 85         | RIVERDALE   | CLAYTON  | GA | 30274 |
| 11758 | WALGREENS #11758 | 6665 HIGHWAY 85         | RIVERDALE   | CLAYTON  | GA | 30274 |
| 11791 | WALGREENS #11791 | 2100 N BROAD ST         | COMMERCE    | JACKSON  | GA | 30529 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                      |            |           |          |
|-------|------------------|----------------------|------------|-----------|----------|
| 11791 | WALGREENS #11791 | 2100 N BROAD ST      | COMMERCE   | JACKSON   | GA 30529 |
| 11792 | WALGREENS #11792 | 102 SOUTH 1ST STREET | JESUP      | WAYNE     | GA 31545 |
| 11793 | WALGREENS #11793 | 1100 BALL STREET     | PERRY      | HOUSTON   | GA 31069 |
| 11793 | WALGREENS #11793 | 1100 BALL STREET     | PERRY      | HOUSTON   | GA 31069 |
| 11827 | WALGREENS #11827 | 2744 WASHINGTON RD   | AUGUSTA    | RICHMOND  | GA 30909 |
| 11827 | WALGREENS #11827 | 2744 WASHINGTON RD   | AUGUSTA    | RICHMOND  | GA 30909 |
| 11940 | WALGREENS #11940 | 274 W CLINTON ST     | GRAY       | JONES     | GA 31032 |
| 11940 | WALGREENS #11940 | 274 W CLINTON ST     | GRAY       | JONES     | GA 31032 |
| 11993 | WALGREENS #11993 | 12305 CRABAPPLE RD   | ALPHARETTA | FULTON    | GA 30004 |
| 11993 | WALGREENS #11993 | 12305 CRABAPPLE RD   | ALPHARETTA | FULTON    | GA 30004 |
| 11994 | WALGREENS #11994 | 2225 E WALNUT AVE    | DALTON     | WHITFIELD | GA 30721 |
| 11994 | WALGREENS #11994 | 2225 E WALNUT AVE    | DALTON     | WHITFIELD | GA 30721 |
| 11994 | WALGREENS #11994 | 2225 E WALNUT AVE    | DALTON     | WHITFIELD | GA 30721 |
| 11995 | WALGREENS #11995 | 668 MAIN ST          | THOMSON    | MCDUFFIE  | GA 30824 |
| 11995 | WALGREENS #11995 | 668 MAIN ST          | THOMSON    | MCDUFFIE  | GA 30824 |
| 12107 | WALGREENS #12107 | 400 S LIBERTY ST     | WAYNESBORO | BURKE     | GA 30830 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                          |                |          |    |       |
|-------|------------------|--------------------------|----------------|----------|----|-------|
| 12107 | WALGREENS #12107 | 400 S LIBERTY ST         | WAYNESBORO     | BURKE    | GA | 30830 |
| 12147 | WALGREENS #12147 | 575 DACULA RD            | DACULA         | GWINNETT | GA | 30019 |
| 12147 | WALGREENS #12147 | 575 DACULA RD            | DACULA         | GWINNETT | GA | 30019 |
| 12262 | WALGREENS #12262 | 2320 N DRUID HILLS RD NE | ATLANTA        | DEKALB   | GA | 30329 |
| 12262 | WALGREENS #12262 | 2320 N DRUID HILLS RD NE | ATLANTA        | DEKALB   | GA | 30329 |
| 12319 | WALGREENS #12319 | 126 BROAD ST             | HAWKINSVILLE   | PULASKI  | GA | 31036 |
| 12319 | WALGREENS #12319 | 126 BROAD ST             | HAWKINSVILLE   | PULASKI  | GA | 31036 |
| 12464 | WALGREENS #12464 | 355 HIGHWAY 441 S        | CLAYTON        | RABUN    | GA | 30525 |
| 12502 | WALGREENS #12502 | 876 BIG A RD             | TOCCOA         | STEPHENS | GA | 30577 |
| 12553 | WALGREENS #12553 | 266 E BROAD ST           | CAMILLA        | MITCHELL | GA | 31730 |
| 12553 | WALGREENS #12553 | 266 E BROAD ST           | CAMILLA        | MITCHELL | GA | 31730 |
| 12553 | WALGREENS #12553 | 266 E BROAD ST           | CAMILLA        | MITCHELL | GA | 31730 |
| 12554 | WALGREENS #12554 | 100 S PEACHTREE PARKWAY  | PEACHTREE CITY | FAYETTE  | GA | 30269 |
| 12554 | WALGREENS #12554 | 100 S PEACHTREE PARKWAY  | PEACHTREE CITY | FAYETTE  | GA | 30269 |
| 12621 | WALGREENS #12621 | 12955 BROWN BRIDGE ROAD  | COVINGTON      | NEWTON   | GA | 30016 |
| 12621 | WALGREENS #12621 | 12955 BROWN BRIDGE ROAD  | COVINGTON      | NEWTON   | GA | 30016 |

Related Businesses of Walgreen Co. in the State of Georgia  
Exhibit "A"

|       |                  |                       |                 |          |          |
|-------|------------------|-----------------------|-----------------|----------|----------|
| 12726 | WALGREENS #12726 | 10 E MAY STREET       | WINDER          | BARROW   | GA 30680 |
| 12726 | WALGREENS #12726 | 10 E MAY STREET       | WINDER          | BARROW   | GA 30680 |
| 12754 | WALGREENS #12754 | 7869 VETERANS PKWY    | COLUMBUS        | MUSCOGEE | GA 31909 |
| 12754 | WALGREENS #12754 | 7869 VETERANS PKWY    | COLUMBUS        | MUSCOGEE | GA 31909 |
| 12756 | WALGREENS #12756 | 2025 FIRST AVENUE SE  | MOULTRIE        | COLQUITT | GA 31788 |
| 12756 | WALGREENS #12756 | 2025 FIRST AVENUE SE  | MOULTRIE        | COLQUITT | GA 31788 |
| 12811 | WALGREENS #12811 | 5963 SPOUT SPRINGS RD | FLOWERY BRANCH  | HALL     | GA 30542 |
| 12811 | WALGREENS #12811 | 5963 SPOUT SPRINGS RD | FLOWERY BRANCH  | HALL     | GA 30542 |
| 12886 | WALGREENS #12886 | 3355 LEXINGTON RD     | ATHENS          | CLARKE   | GA 30605 |
| 12886 | WALGREENS #12886 | 3355 LEXINGTON RD     | ATHENS          | CLARKE   | GA 30605 |
| 12886 | WALGREENS #12886 | 3355 LEXINGTON RD     | ATHENS          | CLARKE   | GA 30605 |
| 12921 | WALGREENS #12921 | 3625 BATTLEFIELD PKWY | FORT OGLETHORPE | CATOOSA  | GA 30742 |
| 12921 | WALGREENS #12921 | 3625 BATTLEFIELD PKWY | FORT OGLETHORPE | CATOOSA  | GA 30742 |
| 13759 | WALGREENS #13759 | 6120 OLD NATIONAL HWY | COLLEGE PARK    | FULTON   | GA 30349 |
| 13759 | WALGREENS #13759 | 6120 OLD NATIONAL HWY | COLLEGE PARK    | FULTON   | GA 30349 |
| 13760 | WALGREENS #13760 | 3188 HIGHWAY 278 NE   | COVINGTON       | NEWTON   | GA 30014 |

Related Businesses of Walgreen Co. in the State of Georgia  
 Exhibit "A"

|       |                  |                        |           |          |          |
|-------|------------------|------------------------|-----------|----------|----------|
| 13760 | WALGREENS #13760 | 3188 HIGHWAY 278 NE    | COVINGTON | NEWTON   | GA 30014 |
| 15333 | WALGREENS #15333 | 2493 TOBACCO RD        | HEPHZIBAH | RICHMOND | GA 30815 |
| 15333 | WALGREENS #15333 | 2493 TOBACCO RD        | HEPHZIBAH | RICHMOND | GA 30815 |
| 15592 | WALGREENS #15592 | 898 HORIZON SOUTH PKWY | GROVETOWN | COLUMBIA | GA 30813 |
| 15592 | WALGREENS #15592 | 898 HORIZON SOUTH PKWY | GROVETOWN | COLUMBIA | GA 30813 |
| 15611 | WALGREENS #15611 | 2109 E VICTORY DR      | SAVANNAH  | CHATHAM  | GA 31404 |
| 15611 | WALGREENS #15611 | 2109 E VICTORY DR      | SAVANNAH  | CHATHAM  | GA 31404 |
| 16088 | WALGREENS #16088 | 25 PEACHTREE ST SE     | ATLANTA   | FULTON   | GA 30303 |
| 16088 | WALGREENS #16088 | 25 PEACHTREE ST SE     | ATLANTA   | FULTON   | GA 30303 |





## GEORGIA ALCOHOL RIDER – EXHIBIT “B”

WALGREEN CO. (“Walgreens”) has operated retail drugstores since 1901. Walgreens and its wholly owned subsidiaries currently operate more than 7,000 stores in the continental United States, Alaska, Hawaii and Puerto Rico. Walgreens holds an interest in thousands of alcohol licenses in various jurisdictions and has held an interest in alcohol licenses for over 30 years. Walgreens takes compliance with all local, state, and federal alcohol laws very seriously and has various policies and employee training programs in place to encourage conformity with the law. As far as can be ascertained, as of the date of this application:

- Walgreens has not had any alcohol license denied, suspended or revoked in Georgia or cited for a violation of a rule or regulation of the state revenue commissioner concerning alcoholic beverages other than: (a) Walgreens #9706 whose alcohol license has been effectively suspended for one (1) day for selling an alcoholic beverage to an underage person in 2010; and (b) Walgreens #5898 which was cited by the City of Lilburn for selling alcohol to an underage person and which resulted in a six (6) month probation of the alcohol license;
- Over the years, there have been isolated cases where Walgreens has had individual alcohol licenses suspended for limited periods of time, but none was revoked. At the conclusion of each suspension, Walgreens’ right to sell alcoholic beverages was restored and the alcohol license was reinstated; and
- Walgreens has had individual alcohol licenses denied, but only due to technical requirements (for example, proximity to churches, schools and/or other land use(s), unavailability of licenses due to local government mandated quotas, etc.).

Dawson County, Georgia Board of Commissioners

Private Employer Affidavit of Compliance Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

701718  
Federal Work Authorization User Identification Number

8/29/2013  
Date of Authorization

Walgreen Co.  
Name of Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November, 8, 2017 in Deerfield (city), IL (state).

[Signature]  
Signature of Authorized Officer or Agent

Amelia Legutki, Asst. Secretary  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 8 DAY OF November, 2017.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 3/14/17



Secretary of State  
Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9814764  
EFFECTIVE DATE: 04/13/1998  
JURISDICTION : ILLINOIS  
REFERENCE : 0070  
PRINT DATE : 04/17/1998  
FORM NUMBER : 316

CORPORATION SERVICE COMPANY  
100 PEACHTREE STREET  
ATLANTA GA 30303

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

WALGREEN CO.  
A FOREIGN PROFIT CORPORATION

has been duly incorporated under the laws of the jurisdiction set forth above and has filed an application meeting the requirements of Georgia law to transact business as a foreign corporation in this state.

WHEREFORE, by the authority vested in me as Corporation Commissioner, the above named corporation is hereby granted, on the effective date stated above, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

*Lewis A. Massey*  
LEWIS A. MASSEY  
SECRETARY OF STATE





**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

WALGREEN CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 15, 1909, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

**In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of JANUARY A.D. 2009**



*Jesse White*

SECRETARY OF STATE

Authentication #: 0901300927  
Verify at [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com)

File in Duplicate

1004-3481

JIM EDGAR  
Secretary of State  
Springfield, Illinois

ARTICLES OF AMENDMENT  
to the  
ARTICLES OF INCORPORATION

|                              |         |
|------------------------------|---------|
| (Do not write in this space) |         |
| Date Paid                    | 1-12-54 |
| License Fee                  | \$      |
| Franchise Tax                | \$      |
| Filing Fee                   | \$ 2.50 |
| Clerk                        | cc      |

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following articles of Amendment:

ARTICLE FIRST: The name of the corporation is: Walgreen Co.

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois: see attached.

2262545

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 30,657,518 and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

| Class  | Number of Shares |
|--------|------------------|
| Common | 30,657,518       |

NOTE: On the date of adoption of the amendment an additional 0 shares were held in treasury and not entitled to vote:

| Class                          | Number of Shares |
|--------------------------------|------------------|
| Class voting is not applicable |                  |

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was \* and the number of shares voted against said amendment or amendments was \*. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

| Class                           | Number of Shares Voted |         |
|---------------------------------|------------------------|---------|
|                                 | For                    | Against |
| Class voting is not applicable. |                        |         |

|  | Number of Shares Voted |           |
|--|------------------------|-----------|
|  | For                    | Against   |
| *Sections 1 and 2 of Restated Article R-V  | 26,154,203             | 514,575   |
| *Section 3 of Restated Article R-V   | 21,127,643             | 4,386,915 |
| Item 1. On the date of the adoption of this amendment, restating the articles of |                        |           |

(Disregard these items unless the amendment restates the articles of incorporation.)

incorporation, the corporation had \_\_\_\_\_ shares issued, itemized as follows:

| Class | Series (If Any) | Number of Shares | Par value per share or statement that shares are without par value |
|-------|-----------------|------------------|--|
|-------|-----------------|------------------|--|

Item 2. On the date of the adoption of this amendment restating the articles of incorporation, the corporation had a stated capital of \$ \_\_\_\_\_ and a paid-in surplus of \$ \_\_\_\_\_ or a total of \$ \_\_\_\_\_.

(Disregard this Article where this amendment contains no such provisions.)

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for in, or effected by, this amendment, is as follows:

(Disregard this Paragraph where amendment does not affect stated capital or paid-in surplus.)

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effect a change in the amount of stated capital or the amount of paid-in surplus, or both, is as follows:

(Disregard this Paragraph where amendment does not affect stated capital or paid-in surplus.)

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by this amendment are as follows:

|                      | Before Amendment | After Amendment |
|----------------------|------------------|-----------------|
| Stated Capital.....  | \$               | \$              |
| Paid-in surplus..... | \$               |                 |

2262545

RECORDED  
LAKE COUNTY, ILLINOIS

1984 JAN 16 AM 11:41

*Franklin*

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its \_\_\_\_\_ President, and its corporate seal to be hereto affixed; attested by its \_\_\_\_\_ Secretary, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_



By Walgreen Co.  
Fred Thompson  
Its President

ATTEST: William O. Skowk  
Its Secretary

As authorized officers, we declare that this document has been examined by us and is, to the best of our knowledge and belief, true, correct and complete.

ARTICLES OF AMENDMENT  
to the  
ARTICLES OF INCORPORATION

Return to:  
**FILED**  
JAN 12 1984

THE PRENTICE-HALL CORPORATION SYSTEM, INC.  
222 WEST ADAMS STREET  
CHICAGO, ILL 60606

SECRETARY OF STATE  
CORPORATION DEPARTMENT  
SPRINGFIELD, ILLINOIS 62756  
TELEPHONE (217) 782-6961

FILE IN DUPLICATE

Filing Fee \$25.00

Filing Fee for Re-Filed Articles \$100.00



RESTATED ARTICLE R-V

1. The aggregate number of shares which the Corporation is authorized to issue is 101,000,000 divided into two classes. The designation of each class, the number of shares of each class and the par value of the shares of each class, are as follows:

| <u>Class</u>     | <u>Series (if any)</u> | <u>Number of Shares</u> | <u>Par Value</u> |
|------------------|------------------------|-------------------------|------------------|
|                  |                        | 1,000,000               | \$1.00           |
| Preferred Shares | Issuable in Series     |                         |                  |
| Common Shares    | None                   | 100,000,000             | \$1.25           |

2. The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

SECTION A

The Preferred Shares

1. The Preferred Shares may be issued in one or more series and with such designation for each such series sufficient to distinguish the shares thereof from the shares of all other series and classes, as shall be stated and expressed in the resolution or resolutions providing for the issue of each such series adopted by the Board of Directors. The Board of Directors in any such resolution or resolutions is hereby expressly authorized to divide the Preferred Shares into series and to fix and determine the relative rights and preferences of the shares of any series so established as to:

- (i) The rate per annum at which the holders of shares shall be entitled to receive dividends.
- (ii) The price at and the terms and conditions on which shares may be redeemed.
- (iii) The amount payable upon shares in event of involuntary liquidation.
- (iv) The amount payable upon shares in event of voluntary liquidation.
- (v) The sinking fund provisions, if any, for the redemption or purchase of shares.
- (vi) The terms and conditions on which shares may be converted, if the shares are issued with the privilege of conversion.

The Board of Directors may increase the number of shares designated for any existing series by a resolution adding to such series authorized and unissued Preferred Shares not designated for any other series.

6. A consolidation or merger of the Corporation with or into one or more corporations shall not be deemed to be a liquidation, dissolution or winding up within the meaning of this Section A.

#### SECTION B

##### The Common Shares

1. Subject to the limitations set forth in Section A of this Restated Article R-V, the holders of Common Shares shall be entitled to dividends if, when and as the same shall be declared by the Board of Directors out of funds of the Corporation legally available therefor.

2. The holders of Common Shares shall be entitled to vote as provided by law.

#### SECTION C

##### The Preferred and Common Shares

No holder of any shares shall have any preemptive right to subscribe for or to acquire any additional shares of the corporation of the same or of any other class, whether now or hereafter authorized (including any shares held by the corporation in its Treasury) or any options or warrants giving the right to purchase any such shares, or any bonds, notes, debentures or other obligations convertible into any such shares, excepting only such right, if any, as the Board of Directors, in its discretion from time to time shall determine and provide.

#### 3. PROVISIONS APPLICABLE TO CERTAIN BUSINESS COMBINATIONS

3.01 The affirmative vote of the holders of not less than 80 percent of the outstanding shares of Common Stock of the Corporation shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of the Corporation with any "Substantial Shareholder" (as hereinafter defined); provided, however, that such 80 percent voting requirement shall not be applicable if:

(i) Such Business Combination was approved by at least two-thirds of the "Continuing Directors" (as hereinafter defined) of the Board of Directors of the Corporation; or

(ii) The cash or fair market value (as determined by at least two-thirds of the Continuing Directors) of the property, securities or other consideration to be received per share by holders of the Common Stock of the Corporation in such Business Combination is not less than the "Highest Per Share Price" (as hereinafter defined) paid by the Substantial Shareholder in acquiring any of its holdings of the Corporation's Common Stock.

2262545

RESOLVED, that the Articles of Incorporation of this corporation be amended in the following respects and as so amended be restated as set forth below, and that Articles of Amendment and Restatement be executed and filed with the Secretary of State of the State of Illinois by the appropriate corporate officers:

RESTATEMENT OF ARTICLES OF INCORPORATION

RESTATED ARTICLE R-I

(Herewith restated-only)

1. The name of the corporation is: Walgreen Co.
2. The corporation was incorporated February 15, 1909 under the name: C. R. Walgreen and Co.
3. Subsequent corporate names and the dates of their adoption are:

|              |                     |
|--------------|---------------------|
| <u>Name</u>  | <u>Date Adopted</u> |
| Walgreen Co. | April 13, 1916      |

RESTATED ARTICLE R-II

(Herewith restated only)

The address of its registered office in the State of Illinois on the date of adoption of this Amendment and Restatement of Articles of Incorporation was: 4300 Peterson Avenue, in the City of Chicago, Postal Code 60646, County of Cook, and the name of its Registered Agent at said address was: W. K. Miske.

RESTATED ARTICLE R-III

(Herewith amended and restated)

The duration of the corporation is: Perpetual.

RESTATED ARTICLE R-IV

(Herewith restated only)

The purpose or purposes for which the corporation is organized are:

To manufacture, compound, buy, sell, and generally deal in drugs, medicines, chemicals and druggists' sundries of all kinds at wholesale and retail together with all goods, wares and merchandise.

RESTATED ARTICLE R-V

(Herewith amended and restated)

1. The aggregate number of shares which the corporation is authorized to issue is 5,000,000, divided into no classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

| <u>Class</u> | <u>Series (if any)</u> | <u>Number of Shares</u> | <u>Par Value per Share or statement that shares are without par value</u> |
|--------------|------------------------|-------------------------|---|
| Common       | None                   | 5,000,000               | \$5   |

2. The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

No holder of shares of the corporation, as such, shall have any preemptive right to subscribe to shares, obligations, warrants, rights to subscribe to shares or other securities of the corporation of any kind or class, whether now or hereafter authorized.

For the purposes of subparagraph 3.01 (ii) of this Article R-V, the term "other consideration to be" shall include, without limitation, Common Stock or other stock of the Corporation retained by its existing stockholders other than Substantial Shareholders or other parties to such Business Combination in the event of a Business Combination in which the Corporation is the surviving corporation.

(v) The term "Continuing Director" shall mean a Director who was a member of the Board of Directors of the Corporation immediately prior to the time that the Substantial Shareholder involved in a Business Combination became a Substantial Shareholder.

(vi) A Substantial Shareholder shall be deemed to have acquired a share of the Common Stock of the Corporation at the time when such Substantial Shareholder became the Beneficial Owner thereof. With respect to the shares owned by Affiliates, Associates or other persons whose ownership is attributed to a Substantial Shareholder under the foregoing definition of Substantial Shareholder, if the price paid by such Substantial Shareholder for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (a) the price paid upon the acquisition thereof by the Affiliate, Associate or other person or (b) the closing market price per share on the New York Stock Exchange on the day when the Substantial Shareholder became the Beneficial Owner thereof.

(vii) The term "Highest Per Share Price" as used in this paragraph 3 shall mean the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of Common Stock. In determining the Highest Per Share Price all purchases by the Substantial Shareholder shall be taken into account regardless of whether the shares were purchased before or after the Substantial Shareholder became a Substantial Shareholder. The Highest Per Share Price shall include any brokerage commissions, transfer taxes and soliciting dealers' fees paid by the Substantial Shareholder with respect to the shares of common stock of the Corporation acquired by the Substantial Shareholder. In the case of any Business Combination with a Substantial Shareholder, the Continuing Directors shall determine the Highest Per Share Price.

3.03 The provisions set forth in this paragraph 3 may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than 80 percent of the outstanding shares of common stock of the Corporation at a meeting of the shareholders duly called for the consideration of such amendment, alteration, change or repeal.

*Return to:*  
THE PRENTICE-HALL CORPORATION SYSTEM, INC.  
222 WEST ADAMS STREET  
CHICAGO, ILL 60508

PAID

**SECOND AMENDMENT TO LEASE**

**THIS SECOND AMENDMENT TO LEASE** made this 31<sup>st</sup> day of JULY, 2009, by and between **JOHN P. ADAMS PROPERTIES, INC.**, having a business address of 2500 Dundee Road, Winterhaven, Florida 33884 ("Landlord") and **ECKERD CORPORATION**, a Delaware corporation, having an address of P.O. Box 3165, Harrisburg, Pennsylvania 17105 ("Tenant").

**WHEREAS**, Landlord, as successor, and Tenant entered into a Lease dated July 8, 2003, as amended by Lease Amendment No. 1 (as amended and collectively, the "Lease"), for premises located at 51 Highway 400 South, Dawsonville, Georgia (the "Leased Premises"); and

**WHEREAS**, Landlord has succeeded to all right, title and interest in the Lease; and

**WHEREAS**, the term of the Lease expires on March 17, 2024, with four (4) five (5) year options to renew; and

**WHEREAS**, Landlord and Tenant desire to amend the rent for a period of two (2) years.

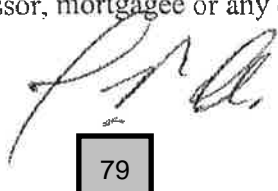
**NOW, THEREFORE, WITNESSETH**, intending to be legally bound hereby, and in consideration of the promises and mutual covenants herein contained the parties do hereby agree as follows:

1. Notwithstanding anything to the contrary set forth in Section 3.2 of the Lease, effective July 1, 2009, to June 30, 2011, Tenant shall pay annual Rent in the amount of One Hundred Eighty Thousand Seven Hundred Sixty-One and 62/100 Dollars (\$180,761.62) payable in equal monthly installments of Fifteen Thousand Sixty-Three and 47/100 Dollars (\$15,063.47) each on the first day of each month in advance.

2. Effective July 1, 2011, Tenant shall pay annual Rent as set forth in Section 3.2 of the Lease to Wit: \$25,103.25 monthly, and continuing with schedule as set forth in lease.

3. Landlord acknowledges and affirms that as of the date of this Amendment, Tenant is not in default under any of the terms, covenants, conditions or provisions of the Lease and Landlord has no offsets, claims or defenses against Tenant with respect to any obligation or duty of Tenant arising pursuant to the Lease.

4. Landlord warrants and represents that consent to this Amendment of any ground lessor, mortgagee or any other lending institution having an interest in the Leased Premises is not necessary, however if said consent is necessary, Landlord shall secure the consent as to this Amendment of any ground lessor, mortgagee or any other lending institution having an



interest in the Leased Premises by joinder and execution of this Amendment by said ground lessor, mortgagee or any other lending institution having an interest in the Leased Premises. Landlord further agrees to indemnify, defend and hold Tenant harmless from and against any losses or claims arising from Landlord's failure to obtain consent to this Amendment from any such ground lessor, mortgagee or lending institution.

5. All notices, consents or approvals required to be given under the Lease shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service as follows:

If to Landlord: John P. Adams Properties, Inc.  
2500 Dundee Road  
Winterhaven, FL 33884

If to Tenant: (If by Certified Mail)  
Eckerd Corporation  
P.O. Box 3165  
Harrisburg PA 17105  
Attn: Secretary

(If by Overnight Mail)  
Eckerd Corporation  
30 Hunter Lane  
Camp Hill PA 17011  
Attn: Secretary

6. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one agreement.

7. Except as specifically modified hereby, all of the terms, covenants and conditions of the Lease shall remain in full force and effect and shall be binding on the parties hereto, their successors and assigns.



**IN WITNESS WHEREOF**, the parties hereto have placed their hands and seals as of the day and year first above written.

WITNESS:

Donna H. Williams

LANDLORD:

**JOHN P. ADAMS PROPERTIES, INC.**

By John Adams

Name:

Title:

WITNESS:

David M. Hennrich

TENANT:

**ECKERD CORPORATION**

By: I. Lawrence Gelman

I. Lawrence Gelman

Vice President and Assistant Secretary

The undersigned ground lessor, mortgagee or lending institution hereby joins in and consents to the Second Amendment to Lease.

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

Name:

Title:

I as the undersigned hereby certify that there is no mortgage on this property as it pertains to the Second Amendment to Lease.

Corneal B. Myers  
Corneal B. Myers  
Attorney for Landlord

GUARANTY

FOR VALUE RECEIVED and in consideration for, and as an inducement to **JOHN P. ADAMS PROPERTIES, INC.**, as Landlord, for entering into the Second Amendment to Lease dated the 31st day of July, 2009, with **ECKERD CORPORATION**, as Tenant, executed simultaneously herewith and to which this Guaranty is attached, the undersigned **RITE AID CORPORATION** hereby guarantees to the Landlord, its successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, its successors and assigns, and expressly agrees that the validity of the Guaranty and the obligations of the guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease, all of which may be pursued or done without notice to Guarantor. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any amendment, modification, renewal or extension of the Lease made by the above named Tenant only, to all of which the undersigned hereby consents in advance.

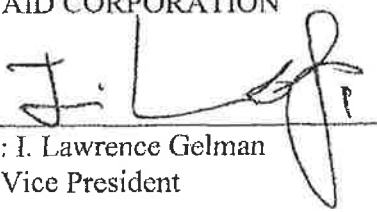
No assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned under this Guaranty unless otherwise agreed to by Landlord or any successor landlord.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed this 5th day of August, 2009.

WITNESS:



RITE AID CORPORATION

By:   
Name: I. Lawrence Gelman  
Title: Vice President





**ASSIGNMENT OF LEASE**

Stockbridge Enterprises, Inc., a Michigan corporation (hereinafter referred to as "Assignor"), whose address is 3717 Wards Point, Orchard Lake, Michigan, 48324, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by or on behalf of John P. Adams Properties, Inc., a Florida corporation (hereinafter referred to as "Assignee"), whose address is 2500 Dundee Road, Winter Haven, Florida, 33884, receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to and by virtue of a certain Lease dated July 8, 2003, between 53 and 400, LLC, as Lessor, which Lessor's interest was subsequently assigned to the Assignor, and Eckerd Corporation, as Lessee, as amended by Lease Amendment No. 1 dated October 29, 2004 (hereinafter referred to as the "Lease"), covering certain improved Real Property located in Dawsonville, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Subject Property").

Assignee hereby assumes and agrees to perform all of Assignor's obligations under the Lease from and after the Effective Date. Assignee agrees to indemnify and hold Assignor harmless from any and all costs, expenses, and liabilities, including reasonable attorney fees, arising under or by virtue of the Lease or by virtue of any defaults under the Lease by Assignee or by virtue of Assignee's obligations under the Lease, all occurring or existing from and after the Effective Date of this Assignment. Assignor agrees to indemnify and hold Assignee harmless from any and all costs, expenses and liabilities, including reasonable attorney fees, arising under or by virtue of the Lease, or by virtue of any defaults under the Lease by Assignor or by virtue of Assignor's obligations under the Lease, all occurring or existing prior to the Effective Date of this Assignment.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission shall be deemed an original signature hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of this 29<sup>th</sup> day of April, 2005 (the "Effective Date").

Stockbridge Enterprises, Inc.

*M. S. ALHADIDI*

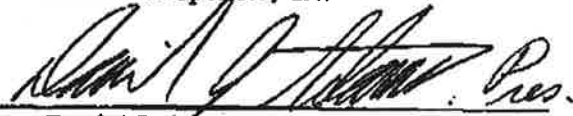
By: Mahmoud Al-Hadidi  
It's: President

Dated: 4/26/05, 2005

**ASSIGNOR**

**ABSTRACTED**  
Eckerd Real Estate  
Initial: D JUN 29 2005

John P. Adams Properties, Inc.



By: Daniel J. Adams  
It's: President

Dated: 4-26, 2005

**ASSIGNEE**

G:\A - B\A1-Hadidi, Mahmoud\Eckerd-Dawsonville\Assignment of Lease 002.wpd

## Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District-South Half, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar), said point being the POINT OF BEGINNING, THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to an iron pin set (1/2" rebar) on the southeasterly right-of-way of Georgia 400; THENCE along said right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point; THENCE along said right-of-way along a curve to the left having a radius of 5909.58 feet and an arc length of 250.91 feet, being subtended by a chord of North 51 degrees 53 minutes 46 seconds East for a distance of 250.89 feet to an iron pin set (1/2" rebar); THENCE leaving said right-of-way South 38 degrees 22 minutes 11 seconds East for a distance of 279.21 feet to an iron pin set (1/2" rebar); THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 256.20 feet to an iron pin set (1/2" rebar) and the POINT OF BEGINNING.

Said property contains 1.640 acres according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated February 25, 2003 and last revised June 25, 2003. Said survey is incorporated herein by specific reference for a more complete and accurate description.

Together with and subject to covenants, easements, and restrictions contained in that certain Reciprocal Easement and Requirement Agreement, dated July 10, 2003, by and between 53 and 400, LLC and Highsmith Marks Co, LLC, recorded in Deed Book 544, pages 332-366 of the Dawson County, Georgia records.

Less and except the following described property:

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District South Half 1st Section, Dawson County, Georgia and being more particularly described as follows: Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar); Thence North 05 degrees 14 minutes 56 seconds West for a distance of 285.22 feet to a set 1/2" rebar and THE POINT OF BEGINNING for the parcel herein described; THENCE North 39 degrees 10 minutes 56 seconds West for a distance of 6.00 feet to a set 1/2" rebar; THENCE North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a set 1/2" rebar; THENCE South 39 degrees 10 minutes 56 seconds East for a distance of 6.00 feet to a set 1/2" rebar; THENCE South 50 degrees 49 minutes 04 seconds West for a distance of 5.00 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Said property contains 30 square feet and is shown as a Billboard Parcel according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated February 25, 2003 and last revised June 25, 2003. Said survey is incorporated herein by specific reference for a more complete and accurate description.

**LEASE AMENDMENT NO. 1**

THIS LEASE AMENDMENT NO. 1 ("Amendment") is entered into as of the 29 day of October 2004, by and between STOCKBRIDGE ENTERPRISES, INC., a Michigan corporation ("Landlord") and ECKERD CORPORATION, a Delaware corporation ("Tenant"). Based upon the mutual promises set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. 53 and 400, LLC, Landlord's predecessor in interest and Tenant entered into a written Lease Agreement dated July 8, 2003, as assigned by Assignment of Lease dated as of April 14, 2004 (as assigned, the "Lease") for the leasing of certain premises ("Premises") located at the east side of US Highway 19 (a/k/a Georgia 400) south of State Road 53, and situated in the City of Dawsonville, County of Dawson, State of Georgia.
2. Landlord has succeeded to all right, title and interest in the Lease.
3. Landlord and Tenant desire by this Amendment to amend the Lease as provided in this Amendment.
4. Section 3 of the Lease (titled "Rent") is amended by deleting paragraph 3.2. in its entirety, and by substituting the following:

"3.2. Tenant shall pay Landlord Rent during the initial Lease term in the amount of Three Hundred One Thousand Two Hundred Thirty-nine and No/100 Dollars (\$301,239.00) per year, payable in equal monthly installments of Twenty-five Thousand One Hundred Three and 25/100 Dollars (\$25,103.25). Rent during each option period shall be as follows:

|                              |   |
|------------------------------|---|
| For the first option period  | \$308,145.96 per year; \$25,678.83 per month  |
| For the second option period | \$315,053.04 per year; \$26,254.42 per month  |
| For the third option period  | \$321,960.00 per year; \$26,830.00 per month  |
| For the fourth option period | \$328,866.96 per year; \$27,405.58 per month" |

5. Each party represents and warrants that it has the full authority to enter into this Amendment, and that no third party consents of any kind are required in connection with this Amendment.
6. Except as amended in this Amendment, the Lease and the terms of it shall continue in full force and effect.
7. The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
8. In the event of any conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall prevail.

9. This Amendment may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date written above.

WITNESSES:

"LANDLORD"

STOCKBRIDGE ENTERPRISES, INC., a Michigan corporation

Robert Munn  
Print Name: Robert Munn

Joan S. Futrell  
Print Name: Joan S. Futrell

By: M. S. [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESSES:

"TENANT"

ECKERD CORPORATION, a Delaware corporation

Patricia S. Rose  
Print Name: Patricia S. Rose

Charity Lozeau  
Print Name: Charity Lozeau

By: [Signature]  
Peter Schmitz  
Vice President

ASSIGNMENT OF LEASE

53 and 400, LLC, a Florida limited liability company (hereinafter referred to as "Assignor"), whose address is 2152 14th Circle North, St. Petersburg, Florida 33713, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by or on behalf of **Stockbridge Enterprises, Inc.**, a Michigan corporation (hereinafter referred to as "Assignee"), whose address is 3717 Wards Point, Orchard Lake, Michigan 48324, receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to and by virtue of a certain Lease dated July 8, 2003, between the Assignor, as Lessor, and Eckerd Corporation, as Lessee (hereinafter referred to as the "Lease"), covering certain improved Real Property located in Dawsonville, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Subject Property"), together with all of the rents, issues and profits which may be due or may become due or arising or issuing out of the Lease, or from or out of the Subject Property.

Assignor represents and warrants that it owns and holds the Lease as the "Lessor" thereunder and has good right to sell and assign the same to Assignee, and that the Lease is in good standing and in full force and effect and there have been no defaults under the Lease by either the Lessor or the Lessee and the Assignor has the sole right to collect the rents under the Lease, and neither such right nor the Lease have been assigned, pledged, hypothecated or otherwise encumbered by the Assignor, and that the Lessee has no option to purchase the Subject Property, or any part thereof.

Assignee hereby assumes and agrees to perform all of Assignor's obligations under the Lease relating to all periods from and after the Effective Date, but not prior thereto. Assignee agrees to indemnify and save Assignor harmless from any and all costs, expenses, and liabilities, including reasonable attorney fees, arising under or by virtue of the Lease as a result of any default thereunder by Assignee from and after the Effective Date of this Assignment, but not prior thereto. Assignor agrees to indemnify and hold Assignee harmless from any and all costs, expenses and liabilities, including reasonable attorney fees, arising under the Lease or by virtue of any defaults under the Lease by Assignor or by virtue of Assignor's obligations under the Lease occurring or existing prior to the Effective Date of this Assignment, but not thereafter, or which otherwise arise from Assignor's ownership or operation of the Subject Property prior to the Effective Date, or arise from a

breach of Assignor's covenants, warranties, and representations set forth herein. Assignee acknowledges receipt of the security deposit described in the Lease, if any.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of this \_\_\_\_ day of April, 2004 (the "Effective Date").

Witnessed by:

ASSIGNOR:

53 and 400, LLC

By: Joel C. Tucker Aguirre  
Its: President

Susan Price

Al-Hadidi  
Dated: April 14, 2004

ASSIGNEE:

Stockbridge Enterprises, Inc.

By: Ms. Al-Hadidi  
Mahmoud Al-Hadidi  
Its President

Kristen Harris  
Kristen Harris  
Dated: April 7, 2004

\\Secretary\C\MyFiles\A - B\Al-Hadidi, Mahmoud\Eckerd-Dawsonville\Eckerd AOL.wpd

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District-South Half, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar), said point being the POINT OF BEGINNING, THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to an iron pin set (1/2" rebar) on the southeasterly right-of-way of Georgia 400; THENCE along said right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point; THENCE along said right-of-way along a curve to the left having a radius of 5909.58 feet and an arc length of 250.91 feet, being subtended by a chord of North 51 degrees 53 minutes 46 seconds East for a distance of 250.89 feet to an iron pin set (1/2" rebar); THENCE leaving said right-of-way South 38 degrees 22 minutes 11 seconds East for a distance of 279.21 feet to an iron pin set (1/2" rebar); THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 256.20 feet to an iron pin set (1/2" rebar) and the POINT OF BEGINNING.

Said property contains 1.640 acres according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated February 25, 2003 and last revised June 25, 2003. Said survey is incorporated herein by specific reference for a more complete and accurate description.

Together with and subject to covenants, easements, and restrictions contained in that certain Reciprocal Easement and Requirement Agreement, dated July 10, 2003, by and between 53 and 400, LLC and Highsmith Marks Co, LLC, recorded in Deed Book 544, pages 332-366 of the Dawson County, Georgia records.

Less and Except the following described property:

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Said property contains 30 square feet and is shown as a Billboard Parcel according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated February 25, 2003 and last revised June 25, 2003. Said survey is incorporated herein by specific reference for a more complete and accurate description.



PREPARED BY AND RETURN TO:  
Chad Crabtree, Esq.  
Eckerd Corporation  
8333 Bryan Dairy Road  
Largo, Florida 33777

Store: 6627  
Dawsonville, GA

## SHORT FORM LEASE

THIS SHORT FORM LEASE is made this 28 day of July, 2003, by and between 53 and 400, LLC, a Florida limited liability company ("Landlord"), and ECKERD CORPORATION, a Delaware corporation ("Tenant"). The terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties. Based upon the mutual promises set forth in this Short Form Lease, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. It is understood and agreed that this is a short form lease which is for the rents and upon the terms, covenants, conditions, rights and liabilities contained in that certain Lease Agreement by and between Landlord and Tenant dated July 8, 2003 ("Lease"), and shall run with the land and continue for the term of the Lease and any extensions of the Lease, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties to the Lease, which Lease is and shall be made a part of this instrument as fully and completely as if the same were set forth in this Short Form Lease.
2. Landlord leases and demises to Tenant and Tenant agrees to take and lease from Landlord for the term specified in the Lease, land and a freestanding building located at the east side of US Highway 19 (a/k/a Georgia 400) south of State Road 53, and situated in the City of Dawsonville, County of Dawson, State of Georgia, and more particularly described on the attached **Exhibit "B"** ("Leased Premises").
3. The initial term of the Lease will commence thirty (30) days after the completion of all improvements on the Leased Premises by Landlord in accordance with the provisions of the Lease and possession of the Leased Premises have been tendered to Tenant, or when Tenant opens for the transaction of its business on the Leased Premises, whichever event occurs earlier, and will terminate twenty (20) years from the date of commencement.
4. Tenant, at its option, shall be entitled to four (4) successive extensions of the term of the Lease, each extension to be for a period of five (5) years.

5. Landlord agrees it will not directly or indirectly lease, rent, sell or otherwise permits any property in which it has any interest (direct or indirect) located within 1,000 feet of the exterior boundary of the Leased Premises to be used as a drug store or a business which sells or dispenses prescription drugs or for any collateral use in support of a drug store or a business which sells or dispenses prescription drugs (such as, e.g., parking, drainage, or service drives), without the prior written permission of Tenant.

WITNESSES AS TO LANDLORD:

Debra Reed  
Print Name: Debra Reed  
Susan Price  
Print Name: Susan Price

**53 and 400, LLC**  
a Florida limited liability company

By: Fred C. Tucker Aquino  
Name: Fred C. Tucker Aquino  
Title: President

WITNESSES AS TO TENANT:

Barbara Anson  
Print Name: Barbara Anson  
Monica Brown  
Print Name: Monica Brown

**ECKERD CORPORATION, a**  
Delaware corporation

By: Robert E. Lewis  
Sr. Vice President

Attest: Thomas J. Goeglein  
Thomas J. Goeglein  
Assistant Secretary

STATE OF Georgia  
COUNTY OF COBB

Before me, the undersigned authority, on this day personally appeared Fred C. Tucker Aguirre as President, of 53 and 400 LLC, a \_\_\_\_\_, acting as General Partner of 53 and 400, LLC, a Florida limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose therein expressed as the act and deed of said corporation and limited partnership, and in the capacity therein stated.

Given under my hand and seal of office, this 10 day of July, 2003.

My Commission Expires:

Notary Public, Cobb County, Georgia  
My Commission Expires April 20, 2007

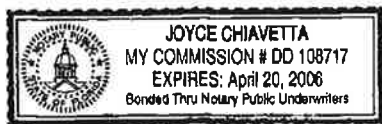
Susan J. Price  
Name: Susan J. Price  
Notary Public

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, on this day personally appeared Robert E. Lewis and Thomas J. Goeglein, as Vice President and Assistant Secretary, respectively, of ECKERD CORPORATION, a Delaware corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose therein expressed as the act and deed of said corporation, and in the capacity therein stated.

Given under my hand and seal of office, this 28 day of July, 2003.

My Commission Expires:



Joyce Chiavetta  
Name: \_\_\_\_\_  
Notary Public

Exhibit B

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District-South Half, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar), said point being the POINT OF BEGINNING,

THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to an iron pin set (1/2" rebar) on the southeasterly right-of-way of Georgia 400;

THENCE along said right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point;

THENCE along said right-of-way along a curve to the left having a radius of 5909.58 feet and an arc length of 250.91 feet, being subtended by a chord of North 51 degrees 53 minutes 46 seconds East for a distance of 250.89 feet to an iron pin set (1/2" rebar);

THENCE leaving said right-of-way South 38 degrees 22 minutes 11 seconds East for a distance of 279.21 feet to an iron pin set (1/2" rebar);

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 256.20 feet to an iron pin set (1/2" rebar) and the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.640 acres according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

Less and Except the following described property:

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District South Half 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar); Thence North 05 degrees 14 minutes 56 seconds West for a distance of 285.22 feet to a set 1/2" rebar and THE POINT OF BEGINNING for the parcel herein

described;

**THENCE North 39 degrees 10 minutes 56 seconds West for a distance of 6.00 feet to a set 1/2" rebar;**

**THENCE North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a set 1/2" rebar;**

**THENCE South 39 degrees 10 minutes 56 seconds East for a distance of 6.00 feet to a set 1/2" rebar;**

**THENCE South 50 degrees 49 minutes 04 seconds West for a distance of 5.00 feet to a set 1/2" rebar and THE POINT OF BEGINNING.**

**Together with and subject to covenants, easements, and restrictions of record.**

Said property contains 30 square feet and is shown as a Billboard Parcel according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.



# **LEASE AGREEMENT**

**ECKERD CORPORATION  
STORE NO. 6627**

**Dawsonville, Georgia**

**ABSTRACTED**

Initial: 12/5/03 AF

07/07/03 :28731-3

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Dawsonville, Georgia

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## LEASE AGREEMENT

This Lease Agreement ("Lease") is made this 8<sup>th</sup> day of July 2003, by and between 53 and 400, LLC, a Florida limited liability company ("Landlord") and ECKERD CORPORATION, a Delaware corporation ("Tenant"). In consideration of the mutual covenants and agreements contained in this Lease, and for other good and valuable consideration, the receipt of which is acknowledged, Landlord and Tenant agree as follows:

### 1. Leased Premises

- 1.1. Landlord leases to Tenant, and Tenant accepts from Landlord, those certain premises consisting of land and a building (with area inside walls of 13,813 square feet), as shown on the site plan on the attached Exhibit "A", upon real property located at the east side of US Highway 19 (a/k/a Georgia 400) south of State Road 53, and situated in the City of Dawsonville, County of Dawson, State of Georgia, and as legally described in the attached Exhibit "B" ("Leased Premises").
- 1.2. Tenant shall be permitted to use the Leased Premises for the operation of a drug store and/or for any other lawful purpose or purposes, including, but not limited to, an Express Photo and/or photo processing center, a postal substation or package mailing center, and an optical center for the practice of opticianry and optometry. Tenant may also, after obtaining all required licenses and permits, sell alcoholic beverages for off-premises consumption. Landlord warrants that the Leased Premises are properly zoned (or the relevant variances or site approvals have been obtained) which allow each of the specific uses described above and that there are no recorded restrictions which would prohibit or restrict Tenant from using the Leased Premises for any of those specific uses. Tenant has the right to discontinue all or any part of its business operations (including, but not limited to, its pharmacy operations) at the Leased Premises at any time, at Tenant's sole discretion and without Landlord's approval or consent.

### 2. Initial Term and Option Periods

- 2.1. The initial term of this Lease shall commence concurrently with Rent Commencement Date ("Lease Commencement Date") and shall end at midnight twenty (20) years later ("Lease Termination Date").
- 2.2. Because of the admittedly seasonal aspect of Tenant's business operations, it is agreed that Tenant shall not be obligated to initially open for business between November 1 and January 31. Rent shall not begin to accrue until February 1 if possession of the Leased Premises is made available to Tenant for initial store opening at any time between November 1 and January 1. These provisions shall have no effect upon continued payment of Rent following Tenant's initial store opening.
- 2.3. Landlord and Tenant agree, upon written request by either party, to execute, acknowledge and deliver instruments to each other in recordable form certifying the Lease Commencement Date and Lease Termination Date.
- 2.4. Tenant, if not in default beyond any applicable cure period, has the option to renew this Lease for four (4) successive five (5) year periods on the same terms and conditions contained in this Lease, provided Tenant gives Landlord six (6) months notice of its election to exercise an option prior to the end of the then-current term. Should Tenant neglect to exercise an option on the applicable date, Tenant's right to exercise its option shall not expire until fifteen (15) days after notice, by Landlord, of Tenant's failure to exercise its option.

- 2.5. Tenant will deliver up and surrender to Landlord possession of the Leased Premises upon the expiration or termination of this Lease in good condition and repair (loss by casualty and ordinary wear and decay excepted and except for any conditions which, under the provisions of this Lease, Landlord is required to remedy).

### **3. Rent**

- 3.1. Rent payable by Tenant pursuant to this Lease ("Rent") shall commence thirty (30) days after the Leased Premises are completed by Landlord in accordance with the provisions of this Lease and possession of the Leased Premises has been delivered to Tenant, or the date Tenant opens for business, whichever occurs earlier ("Rent Commencement Date"). If Landlord fails to have the Leased Premises completed and ready for Tenant's occupancy by the Completion Date, then and in that event, Tenant shall be entitled to a credit against the Rent established in this Lease equal to one (1) days of Rent for each day of Landlord's delay in delivering the completed Leased Premises to Tenant. Notwithstanding anything stated above, the Rent Commencement Date shall not begin until the Access Drives as shown cross-hatched on Exhibit "A-1" are fully constructed and Tenant has full access across such Access Drives to both State Road 53 and US Highway 19.

- 3.2. Tenant shall pay Landlord Rent during the initial Lease term in the amount of Three Hundred Sixteen Thousand One Hundred Forty-three and 96/100 Dollars (\$316,143.96) per year, payable in equal monthly installments of Twenty-six Thousand Three Hundred Forty-five and 33/100 Dollars (\$26,345.33). Rent during each option period shall be as follows:

|                              |  |
|------------------------------|--|
| For the first option period  | \$323,051.04 per year; \$26,920.92 per month |
| For the second option period | \$329,957.04 per year; \$27,496.42 per month |
| For the third option period  | \$336,864.00 per year; \$28,072.00 per month |
| For the fourth option period | \$343,770.00 per year; \$28,647.50 per month |

- 3.3. All monthly payments of Rent shall be paid in advance on the first day of each and every calendar month during the term of this Lease. If the term shall commence on a day other than the first day of a month, then Rent shall be prorated for the balance of that month on a per diem basis.
- 3.4. Landlord's federal tax identification number is: 11-3681264.
- 3.5. Tenant shall pay the sales or use tax, if any, assessed against the Rent it pays under this Lease.

### **4. Easements, Covenants, and Restrictions**

- 4.1. The obligations of Tenant under this Lease are contingent upon Landlord entering into a Reciprocal Easement and Requirement Agreement (the "Agreement") in the form attached as Exhibit "C", and recording the Agreement in the county in which the Leased Premises are located. The Agreement shall grant to Tenant, its employees, customers and invitees the right to use the Access Drives as shown cross-hatched on Exhibit "A-1" for so long as this Lease remains in effect (or for such longer period of time as agreed to by Landlord and Tenant). The Agreement shall also provide that Tenant shall have ingress and egress rights across the Access Drives for the entire term of Tenant's Lease, including extensions, and that such Access Drives shall not be changed or modified without first receiving Tenant's written consent. Landlord shall not enter into any modification or amendment of the Agreement or provide any approval required of Landlord under the Agreement without the prior written consent of Tenant. Landlord shall use its best efforts to enforce the terms of the Agreement as necessary to ensure Tenant's quiet enjoyment of the Leased Premises and to obtain for Tenant all rights inuring to the benefit of Landlord or Tenant under the Agreement.

- 4.2 The obligations of Tenant under this Lease are contingent upon Landlord entering into a Billboard Easement Agreement (the "Billboard Agreement") in the form attached as Exhibit "F", and recording the Billboard Agreement in the county in which the Leased Premises are located.
- 4.3 Landlord and Tenant agree to comply with the terms and conditions of the Agreement and the Billboard Agreement.

## **5. Ingress and Egress**

- 5.1. Landlord warrants that it will initially provide and maintain for the term of this Lease and any extension of it, ingress and egress facilities to public highways in the number and the locations depicted on Exhibit "A", subject to unavoidable temporary closings or relocations necessitated by public authority or other circumstances beyond Landlord's control.

## **6. Exclusive**

- 6.1. Landlord agrees that it will not directly or indirectly lease, rent, sell or otherwise permit any property in which it has any interest (direct or indirect) located within one thousand (1,000) feet of any exterior boundary of the Leased Premises to be used as a drug store or a business which sells or dispenses prescription drugs or for any collateral use in support of a drug store or a business which sells or dispenses prescription drugs (such as, e.g., parking, drainage, or service drives), without the written permission of Tenant.

## **7. Landlord's Representations and Warranties**

- 7.1. Landlord warrants that it is, or before the Lease Commencement Date, will be, the owner in fee of the Leased Premises, that on the Lease Commencement Date the Leased Premises will not be subject to any liens or mortgages other than the mortgage and related instruments, relating to Landlord's acquisition and construction financing for the Leased Premises, and that Landlord has or will have full right and title to execute and perform this Lease.
- 7.2. So long as this Lease is in force and effect, Landlord agrees that it will not permit the disturbance of, nor interference with, Tenant's quiet enjoyment of the Leased Premises in accordance with the terms of this Lease.
- 7.3. Promptly after execution of this Lease, Landlord shall furnish Tenant with satisfactory evidence of Landlord's title in the form of a copy of a deed or a copy of a signed purchase agreement. If on the date Landlord acquires title to the Leased Premises the Leased Premises or any part of the Leased Premises is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to this Lease, Landlord will deliver to Tenant in form and substance satisfactory to Tenant, an agreement duly executed by such mortgagee or trustee, obligating such mortgagee or trustee or any successor to the mortgagee or trustee to be bound by this Lease and by all of Tenant's rights under this Lease, provided Tenant is not in default beyond any applicable cure period under the terms of this Lease.
- 7.4. Landlord has or will obtain a title insurance policy insuring the Leased Premises and any easements benefiting the Leased Premises. Landlord represents and warrants that with respect to any exceptions to the title to the Leased Premises that (a) nothing contained in any of said exceptions prohibits or restricts Landlord from performing any or all of its obligations under this Lease during its full term, (b) none of said exceptions adversely affects or interferes with Tenant's enjoyment of the Leased Premises, and (c) there are no easements under, above or through the building to be constructed on the Leased Premises.
- 7.5. Landlord warrants and represents to Tenant that no brokerage commissions have been charged to, or paid by, Tenant in relation to this Lease to brokers in which Landlord has an ownership interest or who are subsidiaries or affiliates of Landlord.

## **8. Lease Subordination and Notices to Mortgagees**

- 8.1. Tenant agrees to subordinate this Lease to the lien of any first mortgage or blanket mortgage placed on the Leased Premises, provided only that so long as this Lease is in full force and effect and Tenant is not in default beyond any applicable cure period under the terms of this Lease (a) Tenant's tenancy will not be disturbed, nor will this Lease be affected by any default under such mortgage; (b) the rights of Tenant under this Lease shall expressly survive and shall not be cut off; and (c) this Lease shall, in all respects, continue in full force and effect.
- 8.2. If Landlord is in full compliance with the provisions of this Lease, Tenant will, upon demand and without cost to Tenant, execute and deliver to Landlord Tenant's standard Subordination, Non-Disturbance and Attornment Agreement necessary to effectuate such subordination and non-disturbance.
- 8.3. Upon Landlord's written request, any notices required or permitted to be given to Landlord under this Lease shall also be given to any mortgagee whose name and address has been provided by Landlord to Tenant in writing. Such mortgagee shall have the right, but not the obligation, to cure any default by Landlord within the same time period as may be granted Landlord under any provision in this Lease.

## **9. Construction**

- 9.1. Landlord will, at its own expense, prepare and deliver to Tenant five (5) sets of detailed plans and specifications for construction of the Leased Premises in accordance with guide plans furnished by Tenant (Edition: Prototype 2002 with an issue date of May 17, 2002, as amended by Bulletin #1 dated July 15, 2002, and by Bulletin #2 dated August 7, 2002, or Edition: Prototype 2000, 2001 & 2002, with an issue date of February 28, 2003, as amended by Bulletin #1 dated February 28, 2003, and by Bulletin #2 dated April 3, 2003, as applicable) ("Guide Plans"). Landlord acknowledges receipt of the Guide Plans from Tenant. Landlord's construction plans and specifications shall be subject to approval by Tenant, initialed by the parties and considered a part of this Lease. Such approved plans are referred to in this Lease as the "Plans." Unless the Tenant directs the Landlord in writing to proceed with construction prior to obtaining Tenant's approval of the Plans, if Landlord elects to proceed with construction prior to obtaining Tenant's approval of the Plans, any changes required by Tenant shall be at Landlord's sole cost and expense. Tenant agrees to use reasonable efforts to timely review and approve or disapprove of Landlord's construction plans and specifications.
- 9.2. Notwithstanding any information set forth in the Guide Plans nor Tenant's approval of Landlord's Plans as described above, it is Landlord's sole obligation and responsibility under this Lease to ensure that the design and construction of the Leased Premises complies in all respects with applicable law, including, but not limited to, the Americans with Disabilities Act ("ADA") (and all regulations promulgated under the ADA), together with any other federal, state or local statutes, codes or regulations relating to the accessibility of the Leased Premises to physically disabled persons, at the time the Leased Premises are delivered to Tenant for possession. Landlord agrees to defend, hold harmless, and indemnify Tenant for any and all losses incurred by Tenant in the event Landlord breaches this obligation.
- 9.3. Immediately upon execution of this Lease, Landlord shall proceed with due diligence to obtain all requisite permitting for development of the Leased Premises, including any sign variance required pursuant to the terms of this Lease. Landlord shall commence construction no later than November 24, 2003 and shall complete the Leased Premises in accordance with the Plans no later than April 19, 2004 ("Completion Date"). Landlord shall provide Tenant at least thirty (30) days prior written notice of commencement of construction. At least sixty (60) days prior to the Completion Date, written notice shall be given by Landlord to Tenant that the Leased Premises will be completed and ready for Tenant's occupancy. Landlord shall obtain from the authority having jurisdiction the street address to be assigned to the Leased Premises and provide Tenant with such information in writing no later than thirty (30) days after commencement of construction. If construction is delayed for a period of six (6) months or longer and Tenant does not terminate this Lease, the Plans shall be resubmitted by Landlord for approval by Tenant prior to construction or recommencement of construction.

- 9.4. The Leased Premises shall be deemed to have been fully completed and ready and available for occupancy by Tenant when *all* of the following have been accomplished: (a) a certificate of occupancy or an equivalent use permit is issued by and obtained from the governmental authority having jurisdiction; (b) the architect who prepared the Plans has certified in writing to Tenant that the Leased Premises have been completed in accordance with the Plans approved by Landlord and Tenant as set forth in this Lease; (c) Landlord has tendered possession of the Leased Premises to Tenant with the store absolutely cleaned, including the cleaning and waxing of floors; (d) all mechanical systems servicing the Leased Premises have been completed and are in good working condition; (e) the Leased Premises are free and clear of all liens as provided in this Lease; and (f) Landlord has delivered to Tenant satisfactory evidence of Landlord's title to the Leased Premises and non-disturbance agreements, if applicable, in accordance with this Lease. Landlord agrees to provide Tenant with two (2) copies of an as-built survey of the Leased Premises within thirty (30) days after the Lease Commencement Date ("As-Built Survey"). The As-Built Survey shall include, without limitation, a metes and bounds legal description, all easements, utilities, and public and private right-of-ways. In the event Landlord fails to provide Tenant with the copies of the As-Built Survey as provided above, Tenant may have an As-Built Survey prepared and offset the cost of such survey and the two (2) copies of the As-Built Survey against Rent due or becoming due under this Lease. Landlord warrants that the Leased Premises shall be free from defects in materials or workmanship for a period of one (1) year following the Lease Commencement Date "One-Year Warranty"). Landlord further agrees to correct, at Landlord's sole cost and expense, any such defects. Upon completion of the Leased Premises as provided in this Lease, Landlord will not paint, decorate or change the architectural treatment of any part of the exterior of the Leased Premises, nor make any structural alterations, additions or changes to the Leased Premises without Tenant's prior written approval.
- 9.5. If Landlord shall fail to commence construction or deliver the Leased Premises to Tenant in the manner provided and within the time limits set forth in this Lease, then Tenant may, at its option, terminate this Lease by giving Landlord thirty (30) days written notice. Acceptance by Tenant of delivery of the Leased Premises prior to the Completion Date shall be at the option of Tenant, such acceptance not to be unreasonably withheld.
- 9.6. At Tenant's sole risk, Landlord will afford Tenant reasonable access to the Leased Premises prior to the Lease Commencement Date for the purpose of inspecting, measuring, installing or arranging for the installation of fixtures, but only to the extent that such activity proceeds without interfering with Landlord's contractors, subcontractors, and their respective employees. By giving Tenant access to the Leased Premises prior to the Lease Commencement Date, Landlord assumes no responsibility whatsoever for injury to Tenant's employees or contractors entering the Leased Premises, or damage to property Tenant's employees or contractors may have brought in, or upon, the Leased Premises, nor shall Landlord be entitled to any Rent by reason of such access. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims and demands arising out of such access, unless such claims or demands are due to the negligence of Landlord, its agents, employees or contractors.
- 9.7. The procedure for adjusting Rent based upon construction costs pursuant to this Lease shall be as follows:
- 9.7.1. The phrase "hard costs for construction of the building" ("Building Hard Costs") shall mean:
- 9.7.1.1. Building Hard Costs shall include all real property building costs, including but not limited to the concrete slab under the building, building retaining walls, building masonry, building structural steel, metal roof decks, roof insulation, building rough and finish carpentry, building insulation, the exterior insulation and finish system ("EIFS") or stucco finish system, metal roof panels, the roof membrane, sheet metal and flashing, sealants, roof hatches, steel doors and frames, automatic doors, roll down doors, storefront system, door hardware, gypsum board systems, ceramic tile, suspended acoustical ceilings, resilient flooring, interior paint, exterior paint, wall coverings, miscellaneous interior finishes, fire extinguishers, restroom hardware, toilet partitions, drive-thru window and pneumatic systems, the heating, ventilating and air-conditioning system ("HVAC"), all interior plumbing (including hookup to site

plumbing), fire sprinkler systems, building electrical system (including switchgear and hookup to site electrical feeds), light fixtures, general conditions associated to the building, and profit associated with the cost of the Building Hard Costs.

- 9.7.1.2. Building Hard Costs shall not include land improvement costs, such as fences, dumpster enclosures, demolition of existing structures, paving, offsite striping, curb and gutters, storm water systems, site electrical (including signage), transformer, power company service, site sanitary sewer, lift station, site gas piping, site lighting, offsite utilities, water meter, back-flow preventors, water detention structures, water retention systems, clearing and grading, structural fill, topsoil and unsuitable soil removal, landscaping, irrigation, site sidewalks, concrete paving, bollards, retaining walls, applicable federal or state department of transportation ("DOT") work, off site improvements, site equipment, general conditions associated with the site, or profit associated with the cost of the sitework costs.
- 9.7.2. As set forth on the Preliminary Site Budget, the parties estimated Building Hard Costs in the amount of Nine Hundred Sixty-six Thousand Nine Hundred Ten and No/100 Dollars (\$966,910.00) ("Estimated Building Hard Costs"). The parties agree that Rent shall be adjusted as described below based upon the Actual Building Hard Costs (as defined below).
- 9.7.3. Notwithstanding anything to the contrary contained in this Lease, any increase in Rent shall be expressly conditioned upon satisfaction of the four (4) conditions set forth below. Landlord agrees and acknowledges that in the event these four (4) conditions are not satisfied, Landlord shall not be entitled to an increase in Rent pursuant to this Lease:
- 9.7.3.1. Condition One: The general contractor, project architect and civil engineer retained by Landlord to perform Landlord's construction obligations shall be approved in writing in advance by Tenant, at Tenant's sole discretion; and
- 9.7.3.2. Condition Two: At least thirty (30) days prior to the commencement of construction by Landlord, Landlord shall notify Tenant's regional project construction manager and regional real estate director of all construction costs as bid to the Landlord, and furnish Tenant's regional project construction manager and regional real estate director with complete copies of at least three (3) bids (or such lesser number of bids as Tenant may deem acceptable at Tenant's sole discretion) submitted to Landlord in connection with all costs of construction. All such bids shall be submitted by Landlord to Tenant in electronic format (such as, e.g., e-mail or other method approved by Tenant) on Tenant's bid form, a copy of which bid form is attached as Exhibit "E"; and
- 9.7.3.3. Condition Three: Tenant's regional project construction manager and regional real estate director or their designees shall have the right to verify such construction costs and negotiate directly with the contractors to reduce the construction costs and/or change the scope of construction so as to arrive at construction costs acceptable to Tenant's regional project construction manager and regional real estate director; and
- 9.7.3.4. Condition Four: Tenant's regional project construction manager shall have approved in writing the costs of construction acceptable to Tenant's regional project construction manager and regional real estate director and furnished Landlord with a copy of such written approval of the construction costs, together with written notice to commence construction.
- 9.7.4. Immediately following (but not prior to) the receipt by Landlord of Tenant's written approval of the construction costs and written notice to commence construction, Landlord may commence construction. Any increase in the Building Hard Costs incurred after the commencement of construction (e.g., unknown conditions, errors in architectural plans, or government-required conditions) shall not result in an increase in Rent unless the increased costs are incurred as a result of a written change order or orders by Tenant. Any written change order or orders by Tenant after Tenant's written approval of the Building Hard Costs will not give

**Tenant the right to terminate this Lease.** However, any written change order or orders by Tenant after Tenant's written approval of the Building Hard Costs which results in a decrease in the Actual Building Hard Costs (as defined below) will entitle Tenant to a decrease in Rent that is otherwise available pursuant to the formula set forth below. The parties also agree that the "Contingency" fund set forth in the Preliminary Site Budget shall not be applied to Building Hard Costs.

- 9.7.5. Within sixty (60) days after the Leased Premises are fully completed and available for occupancy by Tenant as described in this Lease, Landlord shall deliver to Tenant's regional project construction manager a binder containing true, accurate, complete and verified copies of all documents related to the Building Hard Costs, including, without limitation, all construction bids, contracts, change orders, invoices, lien waivers, notices, and permits, together with a reconciliation of the Building Hard Costs in the same format as the Preliminary Site Budget ("Documentation Binder"). In addition, as part of the Documentation Binder, Landlord shall provide the certificate of occupancy, an as-built survey, and the roof warranty as specifically described in this Lease. The purpose of the Documentation Binder is to determine and verify the final actual Building Hard Costs ("Actual Building Hard Costs") in order to adjust the Rent. In the event Landlord fails to deliver the Documentation Binder to Tenant within this 60-day period, Landlord shall be in default of the Lease. In the event the default is not cured as described below, the failure of Landlord to provide the Documentation Binder within this 60-day period shall result in the termination of any right to increase the Rent pursuant to this Section of the Lease, and Tenant shall be entitled to reduce the Rent in accordance with the construction bids, as they may be modified. Notwithstanding the foregoing, in the event Landlord fails to deliver the Documentation Binder to Tenant within this 60-day period, Landlord shall have an additional thirty (30) days to cure such default upon a written notice of default from Tenant.
- 9.7.6. Tenant shall have the right, within sixty (60) days after delivery by Landlord to Tenant of the Documentation Binder, to review the costs set forth in the Documentation Binder and to submit Tenant's written response to such costs to Landlord. In the event Tenant fails to perform the review and so respond within this 60-day period, Landlord may, by written notice to Tenant, terminate Tenant's right to review such construction costs contained in the Documentation Binder, and such costs as submitted by Landlord shall be deemed final for the purposes of amending the Lease as described below, unless Tenant performs the review and submits its written response to Landlord within thirty (30) days after Tenant's receipt of the written notice from Landlord.
- 9.7.7. Landlord and Tenant agree to act in good faith to promptly resolve any concerns or disputes which arise as a result of Tenant's review and written response as described above and to reach an agreement as to the Actual Building Hard Costs.
- 9.7.8. Within thirty (30) days after the parties have reached an agreement as to the Actual Building Hard Costs, the parties shall recalculate the Rent based upon the Actual Building Hard Costs. Specifically, the annual Rent for the initial term and all option periods of the Lease shall be increased or decreased, as the case may be, by the difference between the Actual Building Hard Costs and the Estimated Building Hard Costs multiplied by ten and one half percent (10.5%). The parties shall thereafter promptly enter into a Lease amendment (to be effective as of the Rent Commencement Date) setting forth the revised annual and monthly Rent throughout the term of this Lease.
- 9.7.9. Notwithstanding the foregoing language, in no event shall Landlord be entitled to a Rent increase for the amount of the Actual Building Hard Costs in excess of One Million Fifteen Thousand Two Hundred Fifty-five and 50/100 Dollars (\$1,015,255.50) (i.e., five percent (5%) increase over Estimated Building Hard Costs), unless such excess costs are the result of a written change order or orders by Tenant. Rather, Landlord shall be responsible for all Actual Building Hard Costs which exceed the Estimated Building Hard Costs by more than five percent (5%), unless such excess costs are the result of a written change order or orders by Tenant.



- 9.7.10. Within thirty (30) days after execution of the Lease amendment described above, Tenant shall pay to Landlord, or Landlord shall pay to Tenant, as the case may be, the difference between the Rent paid pursuant to the Lease prior to the Lease amendment and the revised Rent set forth in the Lease amendment for the same period of time.
- 9.7.11. Within one hundred eighty (180) days after the Leased Premises are fully completed and available for occupancy by Tenant as described in this Lease, Landlord shall deliver to Tenant a second binder containing true, accurate, complete and verified copies of all documents related to all soft costs and other costs relating to the construction of the Leased Premises as set forth on the Preliminary Site Budget, other than the Building Hard Costs ("Remaining Construction Costs"). The documents in this binder shall include, without limitation, all bids, statements, contracts, change orders, invoices, lien waivers, notices, and permits, together with a reconciliation of the Remaining Construction Costs in the same format as the Preliminary Site Budget. The Remaining Construction Costs shall be submitted to Tenant for information purposes, only. Tenant shall have the right to audit such costs, should Tenant so choose, and Landlord agrees to cooperate with Tenant in conducting such audit.

## **10. Exterior Facilities**

- 10.1. Prior to the Lease Commencement Date, Landlord shall construct the sidewalks, service drives, parking aisles, driveways, streets and parking area and provide adequate water drainage ("Exterior Facilities") as shown on Exhibit "A". The area provided for the parking of automobiles shall be sufficient to accommodate not less than sixty-nine (69) full-sized automobiles with spaces striped on nine foot (9') centers for each car. All sidewalks shall be concrete and all service drives, parking aisles, driveways, streets and parking areas shall be graded, leveled and paved with concrete or asphalt, clearly marked with painted lines, and repainted as required. Landlord agrees there shall be unobstructed use of sidewalks, driveways and roadways for automotive and pedestrian traffic to and from the Leased Premises and adjacent public streets and highways. All of the Exterior Facilities, and any signs owned or permitted by Landlord, shall be constructed in a good and workmanlike manner by Landlord and shall be maintained by Tenant, at its sole cost and expense.
- 10.2. Landlord shall provide concrete or paved driveways at the rear of the Leased Premises as shown on Exhibit "A" in order to provide convenient public access to the delivery or service entrances. Such driveways shall be of sufficient width so as to permit the passage and turning of trailer trucks and other commercial vehicles.

## **11. Signs and Antennae**

- 11.1. Landlord agrees that Tenant shall have the right at its own cost and expense to erect and maintain signs on the Leased Premises advertising its business and the services it provides. Any signs erected by Tenant shall conform to the requirements of local ordinances and shall be signs generally used by Tenant to advertise its business from time to time, including, but not limited to, its standard capsule sign.
- 11.2. Tenant shall be permitted, as soon as possible after the date of this Lease, to install sign foundations with conduits as shown in the Plans and at the locations shown on Exhibit "A" upon which Tenant may install its readerboards and sign panels. Landlord shall extend electrical service to all pylon signs as soon as practical thereafter.
- 11.3. Landlord shall not, without Tenant's written consent, utilize or permit others to utilize the exterior of the Leased Premises, or the space above it, for sign display purposes.
- 11.4. Tenant may install satellite receiving/transmitting equipment or antennae on the roof of the Leased Premises provided such installation does not penetrate the roof or otherwise adversely affect the integrity of the roof structure. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims and demands arising from the installation, removal or repair of such equipment, unless such claims or demands are due to the negligence of Landlord, its agents, employees or contractors.

- 11.5. If any variances from governmental sign codes or zoning ordinances are required in order for Tenant to install its signs as depicted on the Plans or at the locations shown on Exhibit "A," Landlord shall use its best efforts to obtain such variances.

## **12. Mechanic's Liens**

- 12.1. When completed, Landlord will ensure that the Leased Premises are free and clear of all claims of lien by mechanics and materialmen for and on account of labor and materials furnished in and about the construction by Landlord. Thereafter, if any mechanic's or other liens, or order for the payment of money arising through the fault of either party, shall be filed against the Leased Premises or additions, alterations or extensions of the Leased Premises, such party shall cause the liens to be terminated and discharged of record, by bond or otherwise, and shall also defend and pay damages and attorney's fees, if any, on behalf of the other, for any action, suit or proceeding which may be brought for the enforcement of such lien, liens or orders. Upon failure of the defaulting party to comply with the provisions of this Section, the other party may, after thirty (30) days notice, do so on the defaulting party's behalf, and all reasonable sums expended by the other party shall on demand be paid to it by the party in default. In the event Landlord is the defaulting party, Tenant may offset against Rent due or to become due all such sums expended by Tenant as a result of Landlord's failure to comply with this Section.

## **13. Compliance with Law and Regulations**

- 13.1. Except to the extent any order, rule, regulation or requirement of any governmental body relates to (a) the roof or structural parts of the Leased Premises, (b) water, sprinkler, gas or electrical lines or conduits permanently embedded in the walls, ceiling or floor of the Leased Premises, (c) the exterior of the Leased Premises, or (d) any condition which existed prior to the Lease Commencement Date, Tenant agrees to comply with all orders, rules, regulations and requirements of any governmental body relating to the manner of Tenant's use and occupancy of the Leased Premises, or alterations made by the Tenant, and Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save harmless Landlord from any such costs and expenses. In the event compliance with any governmental orders, rules, regulations or requirements is not the responsibility of Tenant as provided in this Section, Landlord shall comply with such orders, rules, regulations and requirements at its sole cost and expense and will indemnify and save Tenant harmless from such costs and expenses.

## **14. Environmental Compliance**

- 14.1. For the purposes of this Lease, the term "Environmental Law" shall mean any federal, state, or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Leased Premises, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. Sections 9601, *et seq.*, and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. Sections 6901, *et seq.*
- 14.2. For the purposes of this Lease, the term "Hazardous Substance" shall mean, without limitation: (a) those substances included within the definition of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*, and in the regulations promulgated pursuant to said laws; (b) those substances defined as "hazardous wastes" in any applicable state statute and in the regulations promulgated pursuant to any such statute; (c) those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended) or by the United States Environmental Protection Agency (or any successor agency) as hazardous substances; (d) such other substances, materials and wastes which are or become regulated under applicable local, state, or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (e) any material, waste or substance which is (i) petroleum (ii) asbestos (iii) polychlorinated biphenyls (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Air Act, 33 U.S.C. Section 1251, *et seq.*, or listed pursuant to Section 307 of the Clean Air Act, (v) flammable explosive, or (vi) radioactive materials.

- 14.3. Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Leased Premises, or transport to or from the Leased Premises, any Hazardous Substance, or allow any other person or entity to do so. Tenant shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of any Environmental Law. Notwithstanding the foregoing, Tenant may use and store in reasonable amounts and in accordance with applicable laws such cleaning products, automotive products and other products as are normally used, sold or stored in Tenant's drug stores from time to time, including, without limitation, chemicals and materials used in connection with photoprocessing, so long as same is conducted in full compliance with all Environmental Laws.
- 14.4. Landlord and Tenant shall each give the other party prompt notice of any of the following of which the party in question has actual knowledge: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Leased Premises or the migration of such Hazardous Substance from or to other property; (b) all claims made or threatened by any third party against Tenant, Landlord or the Leased Premises relating to any loss or injury resulting from any Hazardous Substance; and (c) discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Leased Premises that could cause the Leased Premises or any part of the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any Environmental Law or any regulation adopted in accordance with any Environmental Law.
- 14.5. Tenant shall protect, defend, indemnify and hold harmless Landlord, its directors, officers, partners, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) arising out of Tenant's failure to comply with the terms of this Section.
- 14.6. Landlord represents and warrants to Tenant that, to the best of Landlord's actual knowledge and the actual knowledge of Fred C. "Tucker" Aguirre, as sole general partner or managing member of Landlord, other than any Hazardous Substance disclosed in that certain environmental report(s) titled "Phase I Environmental Site Assessment", prepared by Gallet & Associates, Inc. ("GA"), dated February 24, 2003, Project #03ATCOM16.01E, and that certain "Report of Geotechnical Exploration", prepared by Gallet & Associates of Georgia, Inc., dated March 7, 2003, Project #03ATCOM1603G (the presence of any Hazardous Substance described in said report(s) is referred to as the "Condition"): (a) no Hazardous Substance is present, or was installed, exposed, released or discharged in or under the Leased Premises at any time during or prior to Landlord's ownership; (b) no prior owner or occupant of the Leased Premises has used any Hazardous Substance on the Leased Premises; and (c) the Leased Premises have been used and operated upon compliance with all applicable local, state and federal laws, ordinances, rules regulations and orders.
- 14.7. Landlord shall protect, indemnify, defend and hold harmless Tenant, its officers, employees, agents, successors, and assigns from and against any and all loss, penalties, fines, judgments, forfeitures, damage, cost, expense or liability (including attorney's fees and costs) arising from or caused in whole or in part, directly or indirectly (a) from the Condition; (b) from any remediation of the Condition performed by Landlord or a third party or any of its or their officers, employees, agents, successors and assigns, and (c) from Landlord's breach of its representations contained in this Subsection. This indemnification shall survive the expiration or earlier termination of this Lease.
- 14.8. Tenant acknowledges the Condition, if any. Tenant shall not have the right to terminate this Lease due to either the existence of the Condition or any effect the existence of the Condition has on Tenant's use and occupancy of the Leased Premises, and the effect of any reasonable remediation of the Condition. Tenant shall have no right to compel Landlord to remediate the Condition; provided, however, that Landlord shall comply with any governmental requirement to remediate the Condition.
- 14.9. In the event that Landlord sells the Leased Premises to a bona fide third-party purchaser which is not an affiliate or controlled or under common control with Landlord and/or Landlord's general partner or managing member, as the case may be, such subsequent landlord shall not be liable for a breach of the

warranty contained in Subsection 14.6(a). In the event Landlord is required by any governmental agency to perform remedial activities on the Leased Premises as a result of the Condition, Tenant agrees to enter into an appropriate access and remediation agreement which is reasonably acceptable to Tenant.

- 14.10. Upon prior reasonable notice, Landlord shall have the right to inspect Tenant's operations on the Leased Premises to ascertain Tenant's compliance with the provisions of this Lease at any reasonable time. Tenant shall also provide periodic certifications to Landlord, upon request, that Tenant is in compliance with the environmental restrictions contained in this Section of the Lease. Landlord shall have the right, but not the obligation, to enter into the Leased Premises and perform any obligation of Tenant under this Lease of which Tenant is in default, including without limitation, any remediation necessary due to the environmental impact of Tenant's operations on the Leased Premises, without waiving or reducing Tenant's liability for Tenant's default of this Section of this Lease.
- 14.11. All of the terms and provisions of this Section of this Lease shall survive the expiration or termination of this Lease for any reason whatsoever.

## **15. Maintenance and Repairs**

- 15.1. Tenant will keep the Leased Premises in good order and repair (excepting, however, all repairs made by Landlord during the One-Year Warranty period or made necessary by Landlord's negligence or default under the terms of this Lease). Following the One-Year Warranty period, Landlord agrees to assign to Tenant all warranties for any labor and materials used on or in the Leased Premises.
- 15.2. Tenant's obligations under this Section shall include, without limitation, maintaining in good operating condition (including making all necessary repairs and replacements to accomplish the same) the interior, exterior, roof and structural members of the building on the Leased Premises, all HVAC and other mechanical equipment and systems (including replacement of the compressor and other major components), sprinkler systems (including any testing of the same) and any water, plumbing, sanitary sewer, storm sewer, gas, cable, telephone or electrical lines or conduits in or on the Leased Premises, and making all repairs required due to fire, casualty, or the elements.
- 15.3. Tenant's obligation to maintain and repair the roof is conditioned upon Landlord providing Tenant, by the Lease Commencement Date, a full twenty (20) year (or longer) No Dollar Limit manufacturer's warranty, to be in Tenant's name. The warranty must be in conformance with industry standards, and shall cover at least the materials provided. Preferably, the warranty will also cover labor costs, and damages to the building and contents resulting from failure of the roof to prevent penetration of water.
- 15.4. Subject to Tenant's reasonable security requirements, Landlord may at reasonable times and upon reasonable notice, inspect, alter or repair the Leased Premises when necessary for its safety or preservation.

## **16. Real Estate Taxes**

- 16.1. Landlord shall promptly deliver to Tenant, upon receipt, all real estate tax bills and special assessments for the Leased Premises. Tenant shall pay such tax bills and special assessments directly to the taxing authority. Tenant shall have the right during the term of this Lease, at Tenant's expense, to appeal the amount of any real estate tax assessed against the Leased Premises. Landlord shall reasonably cooperate with Tenant in such appeal efforts.
- 16.2. Provided the real estate tax bills and special assessments are delivered to Tenant by Landlord in a timely manner, Tenant agrees to pay all such taxes and special assessments before delinquency and Landlord shall not be obligated to pay any penalty for delinquent payment. Any payment due pursuant to this Lease provision shall be prorated as of the termination or expiration date of this Lease.

## **17. Utilities**

- 17.1. Tenant shall pay, directly to the respective provider with no surcharge paid to Landlord, for all sewerage and trash disposal services, water, gas, heat, electric current and other utilities consumed by it, in or upon the Leased Premises, at rates set by local public utility as approved by public authority having jurisdiction. Landlord warrants that all such utilities and services are available to the Leased Premises. Landlord agrees to furnish the Leased Premises with separate meters for measuring consumption of water and electricity.
- 17.2. Notwithstanding the foregoing, in the event that Tenant is able to purchase, acquire or otherwise obtain any or all utilities through direct access or otherwise, as a result of the deregulation of the utilities or as a result of the utility market providing open access and customer choice through pilot programs, legislation, or otherwise, Tenant shall have the option, at any time and from time to time during the term of this Lease, to purchase its utilities from any source and to elect the service provider, supplier, and such supplier's distributor and/or transmitter for any or all utilities servicing the Leased Premises. Tenant's election shall not abrogate Landlord's obligation to furnish, install and maintain or cause to be furnished, installed or maintained without expense to Tenant all gas, electric, water, telephone and sanitary and storm sewer lines and equipment required to provide the Leased Premises with such utilities and service as described above; provided, however, that in the event Tenant's election necessitates new or additional lines and/or equipment, Tenant shall provide the same at its sole cost and expense. Landlord grants Tenant an easement for purposes of installing and maintaining any such lines or equipment.

## **18. Liability Insurance and Indemnification**

- 18.1. Tenant, in its name and at its own expense, shall procure and continue in force, commercial general liability insurance against damages occurring in the Leased Premises during the term or any extensions of this Lease. Such insurance shall be in an amount not less than Three Million and No/100 Dollars (\$3,000,000.00) general aggregate limit for bodily injury and property damage. A certificate of such insurance shall be provided to Landlord within thirty (30) days after the Lease Commencement Date, and thereafter upon written request. Such policy shall state that it may not be canceled or modified prior to giving Landlord at least thirty (30) days prior written notice.
- 18.2. Should Tenant desire to carry all or part of the insurance coverage described in this Section through self-insurance and/or under a "blanket" policy or policies covering other properties of Tenant, its parent corporation, its subsidiaries, or controlling or affiliated corporations, or of any assignee of this Lease, such methods of insurance shall be deemed compliance with Tenant's obligations under this Section, as to both original coverage and renewals.
- 18.3. Tenant covenants to keep in good order and repair the plate glass in the Leased Premises, and to replace all broken glass with the same quality as that broken; provided, however, should damage or breakage occur due to structural fault, or the fault or neglect of Landlord, then Landlord shall be responsible for replacing the damaged or broken glass.
- 18.4. Landlord agrees to defend, indemnify and save harmless Tenant from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring within the Leased Premises as may result from any injury or damage caused by negligent acts or omissions of Landlord.
- 18.5. Tenant agrees to defend, indemnify and save harmless Landlord from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring within the Leased Premises, excepting, however, such claims or demands as may result from any injury or damage caused by negligent acts or omissions of Landlord.

## **19. Casualty (Property) Insurance and Damage To Leased Premises**

- 19.1. Tenant shall at all times during the term of this Lease and any Lease renewals maintain "all risk" insurance on the Leased Premises insuring against all risks of physical loss or damage to property in the

amount of one hundred percent (100%) of the full replacement cost of the improvements located on the Leased Premises. A certificate of such insurance shall be provided to Landlord within thirty (30) days after the Lease Commencement Date and thereafter upon written request. Such policy shall state that it may not be canceled prior to giving Landlord and mortgagee, if any, at least ten (10) days prior written notice in the event of non-payment of premium, and thirty (30) days prior written notice in all other instances. Landlord and Landlord's mortgagee, if any, shall be named as loss payees under such policy, as their interests may appear.

- 19.2. Except as otherwise provided in this Section, in the event the Leased Premises shall be partially damaged or totally destroyed by fire or other disaster, Tenant shall promptly cause the Leased Premises to be restored, subject to such changes as Tenant may reasonably require and Landlord reasonably approves prior to commencement of reconstruction. Due allowance shall be made for (a) reasonable time necessary (not to exceed one hundred eighty (180) days) for Tenant to adjust the loss with insurance companies, and (b) delay occasioned by strikes, lockouts, and conditions beyond the reasonable control of Tenant, provided such delay does not exceed six (6) months without Landlord's consent.
- 19.3. Should Tenant desire to carry all or part of the insurance coverage described in this Section through self-insurance and/or under a "blanket" policy or policies covering other properties of Tenant, its parent corporation, its subsidiaries, or controlling or affiliated corporations, or of any assignee of this Lease, such methods of insurance shall be deemed compliance with Tenant's obligations under this Section, as to both original coverage and renewals.
- 19.4. Should the Leased Premises, or a portion of the Leased Premises, be rendered untenantable by fire or other disaster, Rent shall not abate, and shall remain fully due and payable. Notwithstanding anything to the contrary contained in this Lease, if such damage occurs during the last two (2) years of the term of this Lease and the cost of restoration of the Leased Premises would be more than one-third (1/3) of the replacement value of the Leased Premises, as certified by a registered architect, Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other given within thirty (30) days after such occurrence. If this Lease is so terminated, all insurance proceeds attributable to the Leased Premises shall be paid to Landlord and Landlord alone shall have the right to settle any claim with the insurance carrier. If Landlord elects to terminate this Lease, such termination shall not be effective if Tenant elects (within ten (10) days after receipt of Landlord's notice of termination) to renew this Lease by exercising any remaining options for extending the term of this Lease. If, at the date of the fire or other disaster, Tenant shall have paid any Rent in advance, Tenant shall be entitled to a proportionate refund.
- 19.5. Provided this Lease is not terminated as set forth in this Section, the term of this Lease shall be automatically extended for a period of time equal to the period of time the Leased Premises are totally untenantable due to fire or other disaster.

## **20. Waiver of Subrogation**

- 20.1. Tenant agrees not to assign to any insurance company any right or cause of action for damage to the property of Tenant located in the Leased Premises which Tenant now has or may subsequently acquire against Landlord during the term of this Lease, and expressly waives all rights of recovery for such damage.
- 20.2. Landlord agrees not to assign to any insurance company any right or cause of action for damages to the property of Landlord located in the Leased Premises which Landlord now has or may subsequently acquire against Tenant during the term of this Lease, and expressly waives all rights of recovery from such damage.
- 20.3. It is specifically understood this Section shall only apply (a) where such insurance as described in this Section allows the insured to enter into an agreement waiving recovery rights, and (b) to the extent insurance proceeds are recovered.

## **21. Tenant's Right To Make Changes to Leased Premises**

- 21.1. Tenant, at its own expense during the term of this Lease, may make any alterations or additions to the Leased Premises which it may deem necessary, except changes which would impair the structural integrity of the Leased Premises (unless approved by Landlord). Tenant shall make all changes in accordance with applicable governmental regulations. All salvage from such work shall belong to Tenant. All permanent improvements shall belong to Landlord.
- 21.2. All trade fixtures and equipment and other personal property owned by Tenant and installed or placed by it in the Leased Premises may be removed by Tenant at any time during the term of the Lease. Provided Tenant gives Landlord prior reasonable notice, such removal may also take place within fifteen (15) days after the expiration of the term of the Lease. Tenant agrees to repair any damage to the Leased Premises occasioned by such removal.

## **22. Assignment and Subletting**

- 22.1. Tenant shall have the right to assign this Lease or sublet the Leased Premises at any time without Landlord's consent or approval, provided that no part of the leased Premises shall be used for the sale of pornographic materials. For the purpose of this Section, "pornographic materials" shall be any books, magazines, newspapers, or video tapes which would be considered obscene under prevailing laws. Tenant shall give notice of any and all assignments and subleases to Landlord, together with a copy of the applicable instrument.
- 22.2. Unless agreed otherwise by the parties, the assignment of this Lease or subletting of the Leased Premises shall not relieve Tenant of its obligations under this Lease.

## **23. Eminent Domain**

- 23.1. If the entire building on the Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, Landlord or Tenant may terminate this Lease as of the date when possession of the building is taken. If a portion of the building shall be taken under eminent domain or by reason of condemnation and if in the opinion of Tenant, reasonably exercised, the remainder of the building is no longer suitable for Tenant's business, this Lease, at Tenant's option, to be exercised by notice to Landlord within sixty (60) days of such taking, shall terminate. In such event, any unearned Rent paid or credited in advance shall be refunded to Tenant. If this Lease is not so terminated, Landlord shall proceed promptly and with due diligence, to restore the building. Until so restored, Rent shall abate to the extent that Tenant shall not be able to conduct business in a reasonable manner, and Rent for the remaining portion of the term of this Lease shall be proportionately reduced (based on the reduced square foot floor area of the building).
- 23.2. In the event any part of the parking areas of the Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, or if as a result of any taking of the Leased Premises or other property subject to an easement benefiting the Leased Premises any driveway or curb cut access to the Leased Premises will be closed, and if in the opinion of Tenant, reasonably exercised, the Leased Premises are no longer suitable for Tenant's business, this Lease, at Tenant's option by notice to Landlord within sixty (60) days of such taking, shall terminate. If this Lease is not so terminated, Landlord, at Landlord's expense, shall proceed promptly and with due diligence to restore the remaining Leased Premises and parking areas to a proper and usable condition. However, Tenant shall not have the right to terminate this Lease if Landlord provides alternate parking areas which are reasonably acceptable to Tenant. Until restored, Rent shall abate to the extent that Tenant shall not be able to conduct business at the Leased Premises in a reasonable manner, and Rent for the remaining portion of the term of this Lease shall be proportionally reduced (based on the effect such taking has on Tenant's business at the Leased Premises).
- 23.3. For purposes of this Section, the term "condemnation or under eminent domain proceedings" shall include conveyances and grants made in anticipation of or in lieu of such proceedings.



## **24. Tenant's Default**

24.1. Each of the following shall constitute a default by Tenant and a breach of this Lease:

24.1.1. Any of the following which shall result in final adjudication against Tenant:

- 24.1.1.1. The filing of a bankruptcy petition by or against Tenant for adjudication, reorganization or arrangement; or
- 24.1.1.2. Any proceedings for dissolution or liquidation of Tenant; or
- 24.1.1.3. Any assignment for the benefit of Tenant's creditors.

24.1.2. Failure to:

- 24.1.2.1. Pay Rent for a period of ten (10) days after receipt of written notice; or
- 24.1.2.2. Perform any other covenant or condition of this Lease for a period of thirty (30) days after receipt of written notice.

24.2. In the event of any default of Tenant, in addition to any other remedies available to Landlord by law, Landlord may serve written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than thirty (30) days after the date of receipt of such notice. This Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted in this Lease unless steps have, in good faith, been commenced promptly by Tenant to cure the default, and are prosecuted to completion with diligence and continuity. If the matter in question shall involve building construction, and if Tenant shall be subject to unavoidable delay by conditions beyond the control of Tenant, Tenant's time to perform shall be extended for a period commensurate with such delay, provided such delay does not exceed six (6) months without Landlord's consent.

24.3. Upon termination of this Lease for Tenant's default, Landlord or its agents may immediately or at any time after the termination, re-enter and resume possession of the Leased Premises and remove all persons and property from the Leased Premises, by a suitable action or proceeding at law, without being liable for any damages, subject, however, to Tenant's right to remove trade fixtures and personal property, after notice to Landlord, within fifteen (15) days after termination of the Lease. No re-entry by Landlord shall be deemed an acceptance or a surrender of this Lease. Landlord may then, in its own behalf, relet any portion of the Leased Premises for any period of the remaining term for any reasonable sum to any reasonable tenant for any reasonable use or purpose. In connection with any reletting, Landlord may make any changes to the Leased Premises and may grant any concessions of free rent as may be reasonably appropriate or helpful in effecting such lease.

## **25. Rent Under Tenant's Default**

25.1. Notwithstanding anything to the contrary in this Lease, the Landlord shall not be entitled to receive an acceleration of Rent. Additionally, in the event this Lease shall be terminated for Tenant's default, Landlord's sole remedy shall be to recover from Tenant an amount equal to the amount of Rent reserved under this Lease for the remainder of the initial term or the option period then in effect, as the case may be, less the net rent, if any, collected by Landlord on reletting the Leased Premises, which shall be due and payable, by Tenant to Landlord, on the several days on which the Rent reserved in this Lease would have become due and payable. Net rent collected on reletting by Landlord shall be computed by deducting from the gross rents collected all actual and reasonable expenses incurred by Landlord in connection with the reletting of the Leased Premises, including broker's commission and the cost of repairing, renovating or remodeling the Leased Premises, but not including the cost of performing any covenant required to be performed by Landlord.

## **26. Landlord's Default**

26.1. Each of the following shall constitute a default by Landlord and a breach of this Lease:



26.1.1. Landlord shall neglect to pay when due any taxes or any obligations on any mortgage or encumbrance affecting title to the Leased Premises (to which this Lease shall be subordinate); or

26.1.2. Landlord shall fail to make any other payment which Landlord is obligated to pay under this Lease, and such default continues uncured for thirty (30) days after written notice to Landlord; or

26.1.3. In the event Landlord shall fail to perform any other obligation specified in this Lease.

26.2. In the event of Landlord's default, in addition to any other remedies available to Tenant by law, Tenant may, but shall not be required to, cure such default, and do all necessary work and make all necessary payments on behalf of and at the expense of Landlord. In such event, Landlord shall, on demand, pay Tenant the amount so paid by Tenant in curing any such default. If not paid within thirty (30) days after written notice to Landlord, Tenant may withhold Rent and other payments due to Landlord and apply the Rent or other payments to the payment of the indebtedness. Withholding of Rent or other payments as provided in this Section or elsewhere in this Lease shall not constitute a default by Tenant in the payment of Rent or other payments unless Tenant shall fail to pay such amount withheld within thirty (30) days after a final adjudication that such amount withheld is owing to Landlord. Notwithstanding anything to the contrary contained in this Lease, if any Landlord default as is described in this Section continues uncured for forty-five (45) days after initial written notice by Tenant, Tenant may terminate this Lease at any time.

## **27. Force Majeure**

27.1. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be in default of the performance of any provisions of this Lease to the extent such performance is delayed or prevented by strike, war, act of God, or other cause beyond the control of the party seeking to excuse such performance; provided, however, no such excusable delay shall exceed six (6) months.

## **28. Severability**

28.1. If any term or provision of this Lease (or the application of any term or provision of this Lease to any person or circumstances) shall to any extent be invalid or unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable) shall not be affected and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

## **29. Obligation of Successors**

29.1. All of the provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective heirs, legal representatives, successors and assigns. All covenants, conditions and agreements contained in this Lease shall be construed as covenants running with the land.

## **30. Notices**

30.1. All notices and Rent shall be sent to Landlord as follows, until Tenant is notified by Landlord otherwise in writing:

To Landlord at: 53 and 400, LLC, a Florida limited liability company  
c/o Commercial Site Development  
2152 14<sup>th</sup> Circle N.  
St. Petersburg, Florida 33713  
Attention: Real Estate Coordinator

30.2. All notices shall be sent to Tenant as follows, until Landlord is notified by Tenant otherwise in writing:

To Tenant at: Eckerd Corporation  
Store #6627  
8333 Bryan Dairy Road  
Largo, Florida 33777  
Attention: Vice President, Real Estate

with copies to: Eckerd Corporation and Eckerd Corporation  
Store #6627 Store #6627  
2440 Sandy Plains Road 8333 Bryan Dairy Road  
Building 3, Suite 125 Largo, Florida 33777  
Marietta, GA 30066 Attn: Legal Department (CW3W)  
Attn: Regional Real Estate Director

30.3. Notices to each party shall be sent by certified mail, return receipt requested, or by bonded overnight courier, and shall be effective upon receipt or refusal to accept delivery. Notices delivered to the Leased Premises shall not constitute notice to Tenant under the terms of this Lease.

### **31. Miscellaneous**

- 31.1. The captions in this Lease are for convenience only. They are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.
- 31.2. This Lease shall be construed in accordance with applicable law of the state in which the Leased Premises are located.
- 31.3. Anything in this Lease to the contrary notwithstanding, the amount of any charges payable by Tenant pursuant to this Lease for any Lease year shall abate proportionally with any abatement which may occur pursuant to this Lease in any Rent payable by Tenant.
- 31.4. Tenant agrees from time to time, upon (a) not less than thirty (30) days' prior written request by Landlord, and (b) payment by Landlord of a \$150.00 fee to cover legal and administrative costs incurred by Tenant in processing such request, to execute and deliver to Landlord in a reasonably timely manner Tenant's standard written Estoppel Certificate stating (i) whether this Lease has been modified or amended and, if so, identifying any such modification or amendment; (ii) whether Rent and other charges have been paid more than thirty (30) days in advance of the date when due and, if so, the date to which they have been paid in advance; and (iii) whether to the best of Tenant's knowledge, any uncured default exists on the part of Landlord and, if so, specifying the nature of such default.
- 31.5. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition. Any delay or omission by either party to seek a remedy for any breach of this Lease or to exercise a right accruing to such party by reason of such breach shall not be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.
- 31.6. This Lease shall become null and void without further action of the parties if Tenant has not received a fully-executed copy of this Lease within thirty (30) days after the date set forth in the initial paragraph of this Lease.
- 31.7. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease, or any part of it, or any exhibits or amendments or agreements supplementary to this Lease.

**32. Short Form Lease**

32.1. The parties agree that, if either party hereto shall request, a short form version of this Lease will be executed for the purpose of recording. The short form lease shall be recorded before any mortgage placed on the Leased Premises or any part of the Leased Premises. Landlord shall pay for any and all real estate transfer fees assessed in connection with this Lease or assessed in connection with the recording of the short form version of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their respective duly authorized representatives as of the date set forth in the initial paragraph of this Lease.

**"LANDLORD"**

WITNESSES as to Landlord:

Susan Price  
Printed Name: Susan Price

Debra Reed  
Printed Name: Debra Reed

53 and 400, LLC, a Florida limited liability company

By: Fred C. Tucker Aguirre  
Name: Fred C. Tucker Aguirre  
Title: President

**"TENANT"**

WITNESSES as to Tenant:

Nancy Eldridge  
Printed Name: Nancy Eldridge

Paula Morrison  
Printed Name: Paula Morrison

ECKERD CORPORATION, a Delaware corporation

By: Robert S. Malaga  
Robert S. Malaga, Vice President

**EXHIBITS ATTACHED:**

- Exhibit "A"      Site Plan
- Exhibit "A-1"    Site Plan Showing Access Road
- Exhibit "B"      Legal Description
- Exhibit "C"      Form of Reciprocal Easement and Requirement Agreement
- Exhibit "D"      Intentionally deleted
- Exhibit "E"      Form of Tenant Bid Form
- Exhibit "F"      Form of Billboard Easement Agreement

Exhibit B

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District-South Half, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar), said point being the POINT OF BEGINNING,

THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to an iron pin set (1/2" rebar) on the southeasterly right-of-way of Georgia 400;

THENCE along said right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point;

THENCE along said right-of-way along a curve to the left having a radius of 5909.58 feet and an arc length of 250.91 feet, being subtended by a chord of North 51 degrees 53 minutes 46 seconds East for a distance of 250.89 feet to an iron pin set (1/2" rebar);

THENCE leaving said right-of-way South 38 degrees 22 minutes 11 seconds East for a distance of 279.21 feet to an iron pin set (1/2" rebar);

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 256.20 feet to an iron pin set (1/2" rebar) and the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.640 acres according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

Less and Except the following described property:

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District South Half 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar); Thence North 05 degrees 14 minutes 56 seconds West for a distance of 285.22 feet to a set 1/2" rebar and THE POINT OF BEGINNING for the parcel herein

described;

THENCE North 39 degrees 10 minutes 56 seconds West for a distance of 6.00 feet to a set 1/2" rebar;

THENCE North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a set 1/2" rebar;

THENCE South 39 degrees 10 minutes 56 seconds East for a distance of 6.00 feet to a set 1/2" rebar;

THENCE South 50 degrees 49 minutes 04 seconds West for a distance of 5.00 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 30 square feet and is shown as a Billboard Parcel according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

## RECIPROCAL EASEMENT AND REQUIREMENT AGREEMENT

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 (the "Effective Date") by 53 and 400, LLC, with an address of 2152 14th Circle North, St. Petersburg, Florida 33713 (hereinafter referred to as "Parcel A Owner") and Highsmith Marks Co., LLC, with an address of 4300 Paces Ferry Road, Suite 500, Atlanta, Georgia 30339 (hereinafter referred to as "Parcel B Owner"); and with Parcel A Owner and Parcel B Owner hereinafter sometimes collectively referred to as the "Owners," or in the singular case, "Owner;" and is made with reference to the following facts and objectives:

### RECITALS:

**WHEREAS**, Parcel A Owner is the Owner of real property located in Dawson County, Georgia ("Parcel A"), more particularly described on Exhibit "A" attached hereto.

**WHEREAS**, Parcel B Owner is the Owner of real property located in Dawson County, Georgia ("Parcel B"), more particularly described on Exhibit "B" attached hereto. Parcel A is located adjacent to, and shares a common border with Parcel B as depicted on the Site Plan attached hereto as Exhibit "C." Parcel A and Parcel B are sometimes hereinafter collectively referred to as the "Parcels" or "Parcel" in the singular case.

**WHEREAS**, in an effort to provide for the efficient use of the Parcels, Parcel A Owner and Parcel B Owner are desirous of establishing, for their own benefit and for the benefit of future owners of the Parcels or portions thereof (which current and future owners are hereinafter referred to as the "Owners") certain reciprocal easement rights as identified in this Agreement for purposes of ingress and egress in and to Parcel A and Parcel B together with utilities, drainage and retention wall and certain grading requirements on Parcel B.

**NOW, THEREFORE**, in consideration of the Recitals stated hereinabove, and the mutual agreements and covenants contained herein, and such other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**1. DESCRIPTION OF PROPERTY:** The property which is subject to this Agreement is that certain real property located in Dawson County, Georgia, more particularly described in Exhibits "A" and "B" herein.

**2. GRANT OF EASEMENT:** Each Owner does hereby grant and convey for the benefit of the other Owner, and their successors, assigns, tenants, customers, licensee and invitees, and the customers, licensees and invitees of such tenants, as grantees, and for the benefit of the Parcels, the easements hereinafter described in Paragraph 3 below.



EXHIBIT "C"

3. **DESCRIPTION OF EASEMENTS:** The easements granted pursuant to paragraph (2) above shall consist of the following:

a) Entrance Driveway Easement. A perpetual nonexclusive right and easement for ingress and egress by vehicles, mechanized or otherwise, and pedestrian traffic for the benefit of Parcel A and Parcel B upon, over and across that hatch-marked portion of Parcel A and Parcel B at the location identified on Exhibit C as "Entrance Driveway Easement." The Entrance Driveway Easement is located partly on Parcel A and partly on Parcel B.

b) Highway 53 Driveway Easement. A perpetual nonexclusive right and easement for ingress and egress by vehicles, mechanized or otherwise, and pedestrian traffic for the benefit of Parcel A and Parcel B and other parcels adjoining the Highway 53 Driveway Easement area from Parcel A to Georgia Highway 53 upon, over and across that portion of Parcel B in the general location identified and cross-hatched on Exhibit C as "Highway 53 Driveway Easement." Provided, however, Seller shall have the right and ability to relocate the Highway 53 Driveway Easement to another portion of Parcel B in connection with the future development of Parcel B so long as such relocation (i) results in a reasonable route between the southeastern end of the Entrance Driveway Easement and Highway 53, (ii) is conducted at no cost or expense to the Parcel A Owner, and (iii) is constructed in such a manner as to at all business times of Parcel A Owner provide for substantially continued vehicular and pedestrian access during normal business hours of Parcel A Owner or its Tenant between Highway 53 and the southeastern end of the Entrance Driveway Easement area, subject to force majeure conditions, acts or failure to act by Parcel A Owner or its Tenant and laws, rules and regulations of appropriate governmental units.

c) Utilities Easement. A perpetual nonexclusive right and easement for the benefit of Parcel A for the installation, use, maintenance, repair and replacement of sewer, water and gas lines (the "Utility Lines") under and across that portion of Parcel B within the location identified in green on Exhibit C as "Utilities Easement" including the right and easement to tie into existing sewer facilities on Parcel B subject to the written approval of the Owner of the Utility Lines. Provided, however, in connection with the future development of Parcel B by the Parcel B Owner as provided above, the Parcel B Owner shall also have the right to relocate the Utilities Easement and the sewer, water and gas lines to another location on Parcel B so long as such relocation (i) is conducted at no cost or expense to the Parcel A Owner, and (ii) is constructed in such a manner as to at all business times during normal business hours provide for substantial continued operation of the sewer and water lines with a coordinated disconnect/ reconnect time to tie into the relocated lines which shall, if possible, occur outside of normal business hours, subject to force majeure conditions, acts or failure to act by Parcel A Owner or its Tenant and laws, rules and regulations of appropriate governmental units. The Utility Lines shall be constructed at such depth to allow improvements, parking areas and drives to be constructed thereover.

d) Retaining Wall Easement. A perpetual, nonexclusive right and easement for the benefit of Parcel A for the installation, use, maintenance, repair and replacement of a retaining wall at the location identified in red on Exhibit C as "Retaining Wall Easement," and shall not exceed 10 feet above the surface of Parcel B and not to exceed 2 feet in width. Said retaining wall shall not in any manner cause water or wet materials to come upon Parcel B in any manner or velocity greater or

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different from how it is coming upon Parcel B as of the date of this Agreement, other than what is set out on attached Exhibit "C."

e) Storm Water Detention Easement. A perpetual, nonexclusive right and easement for the benefit of Parcel A for the discharge, drainage, use, detention and retention of storm water run-off through underground drainage pipes into the detention area at the location identified in blue on Exhibit C as "Storm Water Detention Easement" together with the right to tie the existing weir located therein subject to written approval of the appropriate governmental unit having jurisdiction thereover.

f) Sign Easement. A perpetual nonexclusive right and easement for the benefit of Parcel A to install, subject to the provisions hereof, a sign facing or panel in the second highest position available on a sign Parcel B Owner may erect or allow to be erected along Highway 53 for identification of businesses operating on property now or formerly owned by Parcel B Owner (the "Large Sign"). Further, until such time as the Parcel B Owner erects or allows to be erected such Large Sign, the Parcel A Owner shall have the right and easement to install within the Highway 53 Driveway Easement area a monument or directional sign not to exceed a height of five (5) feet from the surface of the ground at the intersection of the driveway in the Highway 53 Driveway Easement area and Highway 53. Upon written notice from Parcel B Owner of the intent to erect the Large Sign, Parcel A Owner shall within ten (10) days after erection of the Large Sign if permitted by the proper governmental authorities and not so permitted then at least ten (10) days prior to commencement of the erection of the Large Sign as informed by Parcel B Owner to remove its sign and landscape the area where its sign was located to not less than the condition as existed immediately prior to such sign being installed. The dimensions of the sign by Parcel A on the Large Sign shall not exceed the dimensions of the sign at the highest position on the Large Sign. Parcel A Owner shall maintain its monument and directional sign and its sign on the Large Sign in first class condition and in compliance with all governmental regulations. Upon construction of the Large Sign, Parcel A Owner shall pay and be responsible for all costs relating to preparing and planning its sign on the Large Sign and thereafter shall pay twenty percent (20%) of the costs and expenses of maintaining the Large Sign to said party maintaining the Large Sign. Parcel A Owner may replace its sign on the Large Sign, provided that it does not unreasonably interfere with any other party's use of the large sign in so doing and provided that the replacement is in compliance with governmental regulations. .

g) Slope Easement. A nonexclusive right and easement for the benefit of Parcel A for the construction, installation, maintenance, use, repair and replacement of slopes over, upon, through, under and across that certain portion of Parcel B as more particularly shown in orange on Exhibit "C" attached hereto and by this reference made a part hereof (the "Parcel A Slope Parcel"). Parcel A Owner, at its sole cost and expense, shall, no later than ninety (90) days from the Effective Date, construct and grade the Parcel A Slope Parcel as shown on attached Exhibit "C." Parcel A Slope Parcel shall not exceed the height or width or the depth than as shown on attached Exhibit "C." Parcel A Owner shall maintain or cause to be maintained at its sole cost and expense the Parcel A Slope Parcel. Any portion of the within and foregoing Slope Easement, after six (6) months from the Effective Date, and provided the grade of that particular slope area has been raised sufficiently enough to avoid a slope, may be terminated by written notice from Parcel B Owner to Parcel A Owner at least thirty (30) days in advance and by Parcel B Owner recording in the deed records of





Dawson County, Georgia a termination statement. Parcel A Owner shall properly seed and stabilize the Parcel A Slope Parcel to deter erosion and mud from coming upon Parcel B or property adjoining Parcel A Slope Parcel.

**4. CHARACTER OF EASEMENTS:** Each and all of the easements and rights granted or created herein shall be binding upon each of the parties hereto and shall attach to and run with each respective Parcel and shall be for the benefit of and shall be a burden upon any future owner or owners of each Parcel to the extent of the benefit of or the burden by an Easement as described in Paragraph 3 above. The easements granted herein shall be appurtenant to the applicable Parcels constituting the dominant estate, and none of the easements and rights may be transferred, assigned or encumbered, except as an appurtenance to such Parcels. The easements granted herein are nonexclusive, and the promises, covenants, conditions, restrictions and encumbrances created herein shall be covenants running with the land. For the purpose of the easements and rights, the Parcel benefitted will constitute the dominant estate, and the particular Parcel which respectively is burdened by such easements and rights will constitute the servient estate. Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) are made for the direct, mutual and reciprocal benefit of each Parcel, and will create mutual, equitable servitudes upon each Parcel in favor of the other Parcel, to the extent set forth in Paragraph (3), above.

**5. CONSTRUCTION OF BARRIERS; TRAFFIC CONTROL REGARDING THE DRIVEWAY EASEMENTS:** No walls, fences or barriers, or any sort or kind, shall be constructed or maintained on the Parcels, or any portion thereof, by an Owner which shall materially prevent or materially impair the use or exercise of any of the Driveway Easements granted herein, or the free access and movement, including without limitation, pedestrian and vehicular traffic along the Driveway Easements; PROVIDED, HOWEVER, that curbing and curb cuts may be constructed or maintained within any of said Driveway Easements, or reasonable traffic controls, or temporary fences or barriers for special events, as may be necessary to guide and control the orderly flow of traffic, may be installed so long as access driveways to the parking areas in the Parcels are not closed or materially blocked for more than two (2) consecutive business days, and the traffic circulation pattern is not changed or affected in a substantial way. Neither Owner shall cause both Driveway Easement areas to be closed at the same time unless required by the appropriate governmental unit having jurisdiction thereover. Nothing in this Agreement shall be deemed as precluding an Owner or any tenant of an Owner from conducting seasonal sales and displays of merchandise from that part of a Parcel or its parking area located immediately adjacent to any building constructed thereon; provided that sales shall not substantially interfere with the free movement of vehicular or pedestrian traffic within the Parcel or the adjacent Parcel with access to or from the Parcel or the adjacent Parcel or any part thereof, to or from any public right-of-way, nor shall any such sales extend for more than five (5) consecutive days, nor shall a party conduct more than four (4) sales per calendar year; provided, however this sales restriction shall not apply to sales within either Parcel A or Parcel B which do not interfere with free movement of vehicular or pedestrian traffic using the Entrance Driveway Easement area.



6. **LIENS:** No Owner shall permit any liens to stand against the real property comprising its Parcel for any work done or materials furnished, other than Mortgages or Deeds to Secure Debt incurred in the financing of its respective Parcel, which liens shall be junior to the rights granted under this Agreement. Each Owner of a Parcel shall indemnify, defend and hold harmless the other Owner and occupants from any and all liability, claims, damages, expenses (including reasonable attorneys' fees), liens, claims of liens, judgments, proceedings and causes of action arising out of or in any way connected with its ownership, use and operation of its Parcel, unless caused by the negligent act or omission of the indemnified person, tenant, subtenant, agents, contractors and/ or employees.

7. **TAXES:** Each Owner shall pay before delinquency all taxes and assessments which may be levied upon or assessed against real property owned by such Owner which is burdened by the easements granted hereby.

### 8. **CONSTRUCTION OF IMPROVEMENTS:**

a) Parcel A Owner shall be responsible, at its sole cost and expense to construct and pave the driveway in the Entrance Driveway Easement area. The driveway shall be a minimum width of 26' and shall be constructed in accordance with the Plans and Specifications and the rules, regulations, ordinances and laws of the governmental units having jurisdiction thereover, including grading, preparation, base and surface, in a first class manner using asphalt and shall be fully completed on or before 145 days from the Effective Date. The rights granted herein include the right to grade and slope beyond the edge of pavement but within the Entrance Driveway Easement area on Parcel A and Parcel B in connection with prudent construction practices as set forth in the Plans and Specifications.

b) Parcel B Owner shall be responsible, at its sole cost and expense to construct the driveway in the Highway 53 Driveway Easement area. The driveway shall be a minimum width of 26' and shall be constructed in accordance with the Plans and Specifications and the rules, regulations, ordinances and laws of the governmental units having jurisdiction thereover, including grading, preparation, base and surface, in a first class manner using asphalt. The driveway in the Highway 53 Driveway Easement area shall interface with the driveway in the Entrance Driveway Easement area and the southeast property line of Parcel A at a grade in accordance with the Plans and Specifications and governmental units having jurisdiction thereover. Parcel B Owner agrees to commence construction of the pavement within thirty (30) days of the Effective Date and complete such construction within ninety (90) days thereafter. Upon execution of this Agreement, the Parcel B Owner shall deposit \$40,000.00 with Lawyers Title Insurance Corporation in Atlanta, Georgia (the "Escrow Deposit"), pursuant to Escrow Agreement, a copy of which is attached hereto as Exhibit "E" and made a part hereof. In the event Parcel B Owner defaults under the Escrow Agreement and Parcel A Owner receives the remaining Escrow Funds thereunder, Parcel A Owner shall have the right and easement for a period of eighteen (18) months from the Effective Date to enter onto Highway 53 Driveway Easement area and complete construction of the Highway 53 Driveway to be constructed within the Highway 53 Driveway Easement area.

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c) Parcel A Owner shall be responsible, at its sole cost and expense, to complete within ninety (90) days from the Effective Date the construction of the sewer, water and gas lines underground in the Utilities Easement area at a sufficient depth to allow vehicular parking and vehicular movement on the surface of the Utility Easement area and in accordance with the rules and requirements of the respective utility company which owns the main utility lines to which the respective Utility Lines connect, and in accordance with the rules, regulations, ordinances and laws of the respective governmental unit having jurisdiction thereover.

d) Parcel A Owner shall be responsible, at its sole cost and expense, to construct the retaining wall in the Retaining Wall Easement area in accordance with the Plans and Specifications and in such manner not less than the requirements of the appropriate governmental unit having jurisdiction thereover.

e) Parcel A Owner shall be responsible, at its sole costs and expense, to construct within ninety (90) days from the Effective Date the improvements to tie the drainage lines underground from Parcel A to the detention area in the Storm Water Detention Easement area in accordance with the Plans and Specifications.

f) Parcel A Owner shall be responsible, at its sole costs and expense, to pay for the installation of any sign facing or panel on any sign the Parcel B Owner erects or directs pursuant to the Sign Easement as mentioned above. Further, Parcel A Owner shall be responsible, at its sole costs and expense, to install any monument or directional sign it erects in advance of the Large Sign being erected pursuant to the above Sign Easement and to remove such signs upon the erection of the Large Sign in accordance with the aforesaid Sign Easement.

All initial construction and improvements shall be made in accordance with the Site Plan attached hereto as Exhibit "C" and the Plans and Specifications attached hereto as Exhibit "D," all governmental codes, ordinances, rules and regulations governing such work, and in accordance with good construction and engineering practices.

**9. MAINTENANCE:** Parcel A Owner shall be responsible for constructing and maintaining at its sole costs and expense the Entrance Driveway Easement area, said monument or direction sign easement area, the Parcel A Slope Area in good condition and repair, clean and free of rubbish and other hazards to persons and property using such area. As to those Easements referred to in Paragraph 3 above, other than the Entrance Driveway Easement area, said monument or directions sign easement area and said Slope Easement area, each Owner will be responsible to maintain that portion of its property which is burdened by an easement granted in Paragraph 3 above as the case may be (the "B or B Portion") in good condition and repair, clean and free of rubbish and other hazards to persons or property using such areas. In the event that any such Owner or easement holder, as the case may be at any time, or from time to time, is dissatisfied with the other Owner's or easement holder's maintenance of its B or B Portion, such Owner or easement holder as the case may be shall give thirty (30) days written notice thereof to the other Owner or easement holder (the "Notified Party") specifying the particulars in respect to which its performance is deemed by such Owner to be unsatisfactory. If after the thirty (30) day period from the date of receipt of such notice



such performance continues to be unsatisfactory, the dissatisfied Party will have the right to perform such maintenance (and if such maintenance is of a type which is generally of a continuing nature, to continue to do so until such time as the Notified Party provides adequate assurance that the maintenance will be performed on a regular and satisfactory basis). In the event the driveway across the Highway 53 Driveway Easement area from the curb cut on Highway 53 to the continuation of said driveway on the Entrance Driveway Easement area becomes blocked or in such a state of disrepair as to be tendered unusable for all practical purposes, the Parcel A Owner, or Eckerd Corporation, for such period as it is a tenant on Parcel A, may give notice of same to the Parcel B Owner, and the Parcel B Owner shall have one (1) business day to unblock the driveway or repair the driveway. If said driveway is not passable after said one (1) business day the Parcel A Owner, or Eckerd Corporation, may make such corrections and the provisions of this Section shall apply. The Notified Party shall promptly reimburse the performing Owner, upon demand, the reasonable actual cost of such maintenance. Anything hereinabove to the contrary notwithstanding, the Parcel A Owner will be responsible to maintain its utility facilities installed pursuant to the Utilities Easement, the retaining wall installed pursuant to the Retaining Wall Easement, any storm water facilities installed pursuant to the Storm Water Detention Easement, its facing or panel installed on any sign pursuant to the Sign Easement and any monument or directional sign installed pursuant to the Sign Easement. Further, anything hereinabove to the contrary notwithstanding, Parcel A Owner shall maintain the driveway in the Entrance Driveway Easement area. Further, anything hereinabove to the contrary notwithstanding, until such time that commercial improvements are erected on property owned by Parcel B Owner that adjoins Parcel B, Parcel A Owner shall maintain the driveway in the Highway 53 Driveway Easement area in good condition.

Upon improvements having been erected on said property owned by Parcel B Owner, Parcel B Owner shall maintain the driveway in the Highway 53 Driveway Easement area. Each Owner may delegate its maintenance obligation hereunder to its tenant, whereupon such tenant shall be entitled to enforce the terms hereof as more particularly set forth in this paragraph 9.

At any time thereafter, the performing Owner may record a Notice of Delinquency as to the property of the Notified Party, which notice shall state therein the amount of such delinquency, and the interest, costs, penalties and other charges, a description of the full Parcel of property owned by the Owner with regard to which the same has been incurred, and the name of the record or reputed Owner thereof, and such notice shall be signed by the performing Owner or its attorney. Immediately upon the recording of any such notice, the amount of the delinquency set forth therein and the interest, costs and penalties, if allowed by Georgia law, accrued and due thereon shall become a lien upon the property described therein, which lien shall continue until the amount of such delinquency and the interest, cost and penalties accrued therein have been fully paid or otherwise satisfied or the lien foreclosed as provided for herein. Upon such payment or satisfaction, such notice of delinquency shall be promptly satisfied of record by the performing Owner within thirty (30) days of such payment or satisfaction.



Any lien right existing or arising under this Agreement shall be junior and will in no way impair the lien or charge of any First Mortgage Deed of Trust recorded prior to the recording of the notice.

Each lien established pursuant hereto may be foreclosed as and in the same manner as provided for by the laws of the State of Georgia. In any action to foreclose any such lien pursuant to this paragraph, the Owner entitled to reimbursement shall be entitled to such costs, including reasonable attorneys' fees, as may be incurred in connection with the enforcement of the lien.

Interest shall accrue at the rate of ten percent (10%) per annum. In addition thereto, any amount unpaid thirty (30) days after the date of the billing shall be charged a late charge of seven percent (7%) of the unpaid amount.

**10. NOT A PUBLIC DEDICATION:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public, or for the general public, or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed. The right of the public, or any person, to make use whatsoever of the Parcels, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to control of the Owner. **NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED HEREIN TO THE CONTRARY**, the Owners of the Parcels may periodically restrict ingress and egress from the Parcels to the extent necessary in order to prevent a prescriptive easement from arising by reason of continued public use.

**11. GRADING REQUIREMENT:** In connection with the uniform development of Parcel A and Parcel B, the Parcel A Owner hereby covenants that it shall cause that portion of Parcel B immediately southeast of Parcel A between Parcel A and that portion of the Highway 53 Driveway Easement area southwest of the Retaining Wall Easement area to interface with the paving on Parcel A at a grade not greater than five percent (5%) as shown on the Plans and Specifications. Parcel A Owner is hereby granted the right to grade in this portion of Parcel B in accordance with this requirement and as necessary in connection with construction of the driveway in the Entrance Driveway Easement area during its initial development of Parcel A, but not exceeding six (6) months from date of this Agreement. Parcel B Owner agrees to substantially maintain this grade at such locations and the maintenance thereof will be governed by the provisions of Section 9 hereinabove.

**12. BREACH SHALL NOT PERMIT TERMINATION:** No breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which such Owner, or any tenant, may have hereunder by reason of any breach of this Agreement. Any breach, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this

Agreement shall be binding upon and effective against such owner of any of said property, or any portion thereof, whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

13. **EFFECT OF SALE:** If any Owner sells all or any portion of a Parcel owned by it, then after the date of such sale, such Owner shall have no further obligation under and pursuant to this Agreement with respect to that portion of such Parcel sold.

14. **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE:** Each Owner agrees to provide the other Owner with written notice of any default to the extent required under the Agreement and will simultaneously provide a copy of such default to notice to holders of any first lien Deed to Secure Debt and their successors and assigns (the "First Mortgage Holder") of such Defaulting Owner which such First Mortgage Holder notifies the non-defaulting Owner in writing of the name, address and phone number of the party the non-defaulting Owner is to notify. The non-defaulting Owner agrees not to exercise any available remedies under the Agreement until First Mortgage Holder has been furnished the notice described above, and thirty (30) days shall have elapsed following the giving of such notice unless an emergency situation arises, and if so, then there shall be no notice period. First Mortgage Holder's cure of any such default shall not be considered an assumption by First Mortgage Holder of the Defaulting Owner's other obligations under the Agreement other than the obligations included in said default notice which the First Mortgage Holder has specifically undertaken to perform, and nothing in this Agreement shall obligate any First Mortgage Holder to cure any default which is not included in said default notice. If in curing any such act, omission or default, First Mortgage Holder requires access to the Parcel to effect such cure, the non-defaulting Owner will, if possible, and as long as it does not incur any expenses, provide access to the Parcel to First Mortgage Holder as required by First Mortgage Holder to effect such cure at all reasonable times provided such access does not interfere with any businesses on the non-defaulting Owner's Parcel. Unless First Mortgage Holder otherwise agrees in writing or forecloses on the secured property or a portion thereof or accepts a deed in lieu thereof, the Defaulting Owner shall remain solely liable to perform the Defaulting Owner's obligations under the Agreement (but only to the extent required by and subject to the limitation included in the Agreement), before First Mortgage Holder's exercise of any right to remedy under this Agreement. If First Mortgage Holder or any successor or assign becomes obligated to perform as fee owner under this Agreement, such person or entity shall be released from those obligations in default prior to the Owner's issuance of said written notice of default and not contained in said written notice when those defaulting acts contained in said written notice of default are completely satisfied. A First Mortgage Holder shall only become obligated under this Agreement after acquisition of a fee interest title in the Parcel of the Defaulting Owner by the First Mortgage Holder or its successors, assigns, agents, representatives, subsidiaries or any other entity in which it has a direct or indirect interest.

The covenants and agreements continued herein shall inure to the benefit of, and shall bind, the successors and assigns of the parties hereto, and shall run with the land.

15. MISCELLANEOUS PROVISIONS:

(a) Successors and Assign: This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

(b) Exhibits: All Exhibits referred to are attached hereto and incorporated herein by this reference.

(c) Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia.

(d) Integrated Agreement: Modification: This instrument contains the entire agreement of the parties and cannot be amended or modified except by a written Agreement, executed by each of the parties hereto.

(e) Captions: The captions and table of contents of this Agreement are for convenience purposes only, and shall have no effect on its construction or interpretation.

(f) Singular and Plural; Gender: When required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and the impersonal pronoun "it" shall refer to either of the above, a corporation, partnership, joint venture, or other entity, regardless of number or gender.

(g) Severability: The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

(h) Waiver: No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder;

(i) Counterparts: This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) Plans and Specifications: The term Plans and Specifications as used in this Agreement shall mean the plans and specifications prepared by Paulson Mitchell, Incorporated identified on Exhibit "D" except when the term is used in connection with the Highway 53 Driveway Easement in which case the term shall mean the plans and specifications prepared by Moreland Altobelli Associates, Inc., identified on Exhibit "D."



(k) Estoppel Certificates: Each Owner shall, from time to time, upon not less than thirty (30) days notice from the other Owner, execute and deliver a certificate in recordable form, upon which the holder or prospective holder of a mortgage on all or any part of Parcel A or Parcel B may rely, and upon which any prospective transferee of an Owner may rely, stating that: (i) this Agreement is unmodified and in full force and effect, or if modified, that it is in full force and effect as modified and stating the modifications; and (ii) whether or not, to the best of its knowledge, any Owner is in default in any respect hereunder, and, if in default, specifying such default.

(l) Dedication: In the event any governmental authority having jurisdiction over the Entrance Driveway Easement area or the Highway 53 Driveway Easement area expresses a desire to acquire either or both Driveway Easements, or does not object to a conveyance or dedication of either or both Driveway Easements to such governmental authority for a public road, the Owners shall properly release any and all interests they may have in either or both Driveway Easements and convey either or both Driveway Easements to said governmental authority, provided the dedication does not unreasonably alter the Parcel's access to Georgia Highways 53 and 400.

(m) Partnership: Nothing in this Agreement shall be construed to make the Owners partners or joint venturers, or render either Owner liable for the debts or obligations of the other.

(n) Force Majeure: Should either Owner fail to complete the construction of said Entrance Driveway Easement area or Highway 53 Driveway Easement area as the case may be within said 90-day period by reason of, or as a result of acts of God, strikes, washouts or other causes beyond the control of the Owner who is to construct the applicable Driveway Easement area, then said 90-day period shall be extended by the same number of days such causes exist.

(o) Insurance: The Owners understand that Eckerdt Corporation has entered into a lease with Parcel A Owner covering Parcel A. Each Owner, as long as Eckerdt Corporation has an ownership or leasehold interest in Parcel A, shall cause to be maintained in effect comprehensive general liability insurance with an insurance company qualified to do business in the State of Georgia containing initial limits of liability coverage of not less than \$3,000,000.00 in the aggregate for death, personal injury and property damage. Each Owner shall, upon request of the other Owner, furnish certificates of such insurance or other satisfactory evidence of such insurance at any time during the term hereof. Any policy of insurance required hereunder shall provide that such policy shall not be cancelled without at least ten (10) days prior written notice to the other Owner.

Notwithstanding the above, in the event Eckerdt Corporation no longer has an ownership and leasehold interest in Parcel A, said amount of \$3,000,000.00 of general public liability coverage shall be reduced to \$1,000,000.00. The Owners understand that during a period of time, the initial \$3,000,000.00 of general public liability insurance coverage may be reduced by payment of claims arising from or upon Parcel A. The Owners





agree that their respective general liability insurance coverage shall never have coverage less than \$1,000,000.00.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Signed, sealed and delivered  
in the presence of:

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

Notary Public  
My commission expires:  
[NOTARY SEAL]

PARCEL A OWNER  
53 and 400, LLC

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

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

Notary Public  
My commission expires:  
[NOTARY SEAL]

PARCEL B OWNER  
HIGH SMITH MARKS CO., LLC

By: \_\_\_\_\_ (SEAL)  
Manager, Wendell M. Starke, by  
Robert M. Johnston as attorney in fact under  
Limited Power of Attorney dated June 19, 2003

## 53 AND 400, LLC PROPERTY

## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District-South Half, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar), said point being the POINT OF BEGINNING,

THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to an iron pin set (1/2" rebar) on the southeasterly right-of-way of Georgia 400;

THENCE along said right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point;

THENCE along said right-of-way along a curve to the left having a radius of 5909.58 feet and an arc length of 250.91 feet, being subtended by a chord of North 51 degrees 53 minutes 46 seconds East for a distance of 250.89 feet to an iron pin set (1/2" rebar);

THENCE leaving said right-of-way South 38 degrees 22 minutes 11 seconds East for a distance of 279.21 feet to an iron pin set (1/2" rebar);

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 256.20 feet to an iron pin set (1/2" rebar) and the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.640 acres according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

Less and Except the following described property:

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District South Half 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar); Thence North 05 degrees 14 minutes 56 seconds West for a distance of 285.22 feet to a set 1/2" rebar and THE POINT OF BEGINNING for the parcel herein described;

THENCE North 39 degrees 10 minutes 56 seconds West for a distance of 6.00 feet to a set 1/2" rebar;

THENCE North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a set 1/2" rebar;

THENCE South 39 degrees 10 minutes 56 seconds East for a distance of 6.00 feet to a set 1/2" rebar;

THENCE South 50 degrees 49 minutes 04 seconds West for a distance of 5.00 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 30 square feet and is shown as a Billboard Parcel

according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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## HIGHWAY 53 DRIVEWAY EASEMENT

## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314, 12th District-South Half, 1st section of Dawson County, Georgia and being more particularly described as follows:

Beginning at a found 1/2" rebar at the corner common to Land Lots 314, 315, 342, and 343; Thence North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to a set 1/2" rebar; said point being THE POINT OF BEGINNING for the parcel herein described:

THENCE North 51 degrees 37 minutes 49 seconds East for a distance of 15.89 feet to a point;

THENCE South 37 degrees 37 minutes 30 seconds East for a distance of 6.13 feet to a point;

THENCE along a curve to the left having a radius of 30.00 feet and an arc length of 29.96 feet, being subtended by a chord of South 66 degrees 14 minutes 16 seconds East for a distance of 28.73 feet to a point;

THENCE North 85 degrees 08 minutes 57 seconds East for a distance of 107.93 feet to a point;

THENCE along a curve to the left having a radius of 180.00 feet and an arc length of 31.38 feet, being subtended by a chord of North 80 degrees 09 minutes 19 seconds East for a distance of 31.34 feet to a point;

THENCE North 73 degrees 09 minutes 41 seconds East for a distance of 108.20 feet to a point;

THENCE along a curve to the right having a radius of 220.00 feet and an arc length of 44.26 feet, being subtended by a chord of North 80 degrees 55 minutes 31 seconds East for a distance of 44.19 feet to a point;

THENCE North 86 degrees 41 minutes 20 seconds East for a distance of 99.24 feet to a point;

THENCE along a curve to the left having a radius of 105.00 feet and an arc length of 61.14 feet, being subtended by a chord of North 72 degrees 44 minutes 08 seconds East for a distance of 50.64 feet to a point;

THENCE North 36 degrees 54 minutes 07 seconds West for a distance of 8.11 feet to a point;

THENCE North 47 degrees 48 minutes 34 seconds East for a distance of 266.93 feet to a point on the southwesterly right-of-way of Highway #53;

THENCE along said southwesterly right-of-way South 41 degrees 57 minutes 50 seconds East for a distance of 60.00 feet to a point;

THENCE leaving said southwesterly right-of-way of Highway #53 South 47 degrees 48 minutes 34 seconds West for a distance of 272.25 feet to a point;

THENCE North 36 degrees 53 minutes 31 seconds West for a distance of 12.00 feet to a point;

THENCE along a curve to the right having a radius of 145.00 feet and an arc length of 74.60 feet, being subtended by a chord of South 71 degrees 57 minutes 00 seconds West for a distance of 73.78 feet to a point;

THENCE South 86 degrees 41 minutes 20 seconds West for a distance of 99.24 feet to a point;

THENCE along a curve to the left having a radius of 180.00 feet and an arc length of 36.21 feet, being subtended by a chord of South 80 degrees 38 minutes 31 seconds West for a distance of 36.15 feet to a point;

THENCE South 75 degrees 09 minutes 41 seconds West for a distance of 106.30 feet to a point;

THENCE along a curve to the right having a radius of 220.00 feet and an arc length of 38.35 feet, being subtended by a chord of South 80 degrees 09 minutes 19 seconds West for a distance of 38.30 feet to a point;

THENCE South 85 degrees 08 minutes 57 seconds West for a distance of 107.93 feet to a point;

THENCE along a curve to the right having a radius of 70.00 feet and an arc length of 69.91 feet, being subtended by a chord of North 66 degrees 14 minutes 16 seconds West for a distance of 67.04 feet to a point;

THENCE North 37 degrees 37 minutes 30 seconds West for a distance of 5.61 feet to a point;

THENCE North 51 degrees 37 minutes 49 seconds East for a distance of 24.11 feet to a 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.837 acres and is shown as a portion of a 40' wide ingress/egress easement on a survey for Eckard Corporation by Morland Altobelli Assoc. dated 2-25-03 and being last revised on 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

g:\data\survey\95g242\maindrive-53-leg.txt

HIGHSMITH MARKS CO., LLC PORTION OF DRIVEWAY  
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314, 13th District-South Half, 1st Section of Dawson County, Georgia and being more particularly described as follows:

Beginning at a found 1/2" rebar at the corner common to Land Lots 314, 315, 342, and 343; Thence North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to a set 1/2" rebar, said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 24.11 feet to a point;

THENCE North 37 degrees 37 minutes 30 seconds West for a distance of 261.06 feet to a point on the southeasterly right-of-way of Georgia 400;

THENCE continuing along said southeasterly right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 20.46 feet to a set 1/2" rebar;

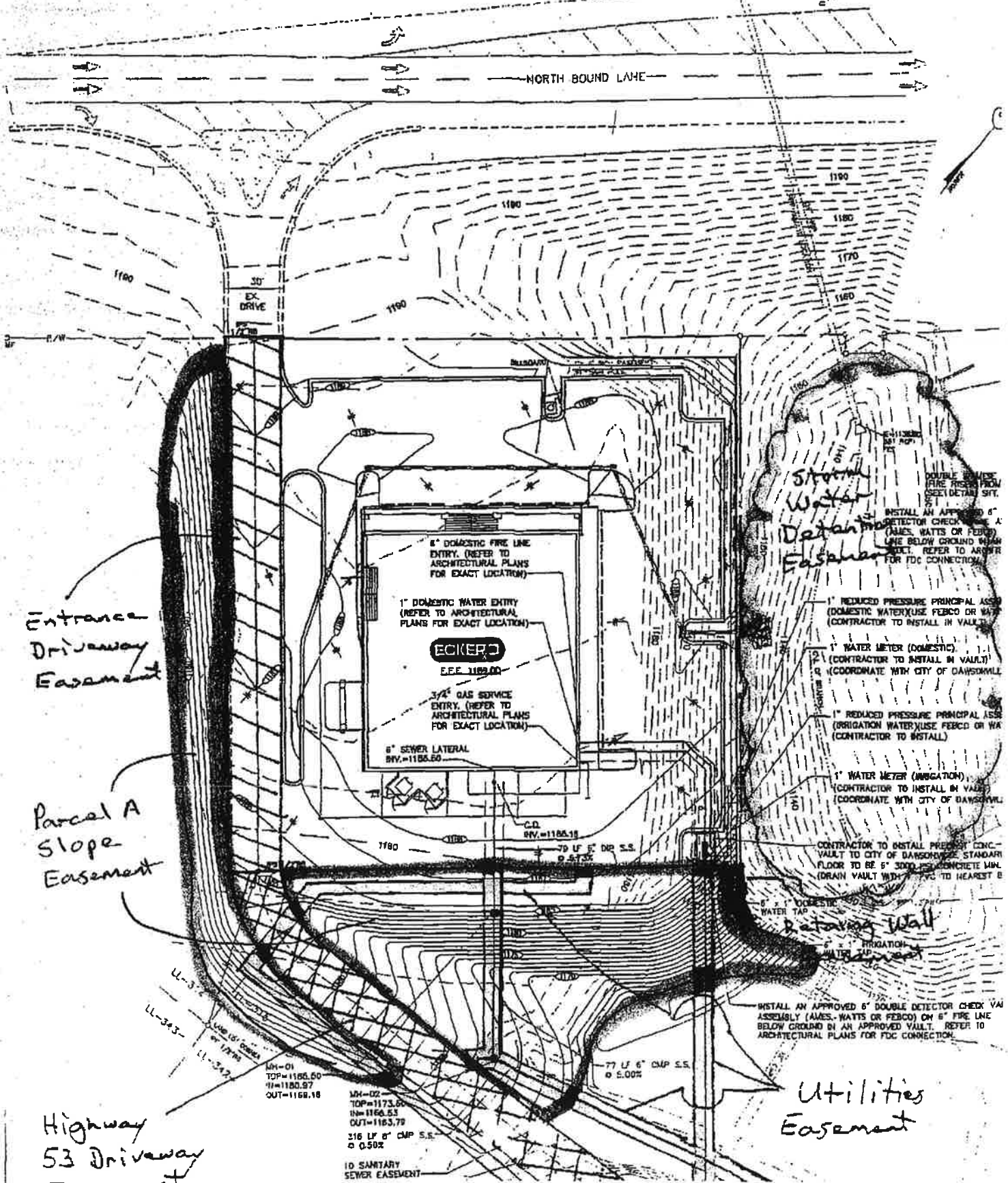
THENCE leaving said southeasterly right-of-way of Georgia 400 South 38 degrees 22 minutes 11 seconds East for a distance of 280.51 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

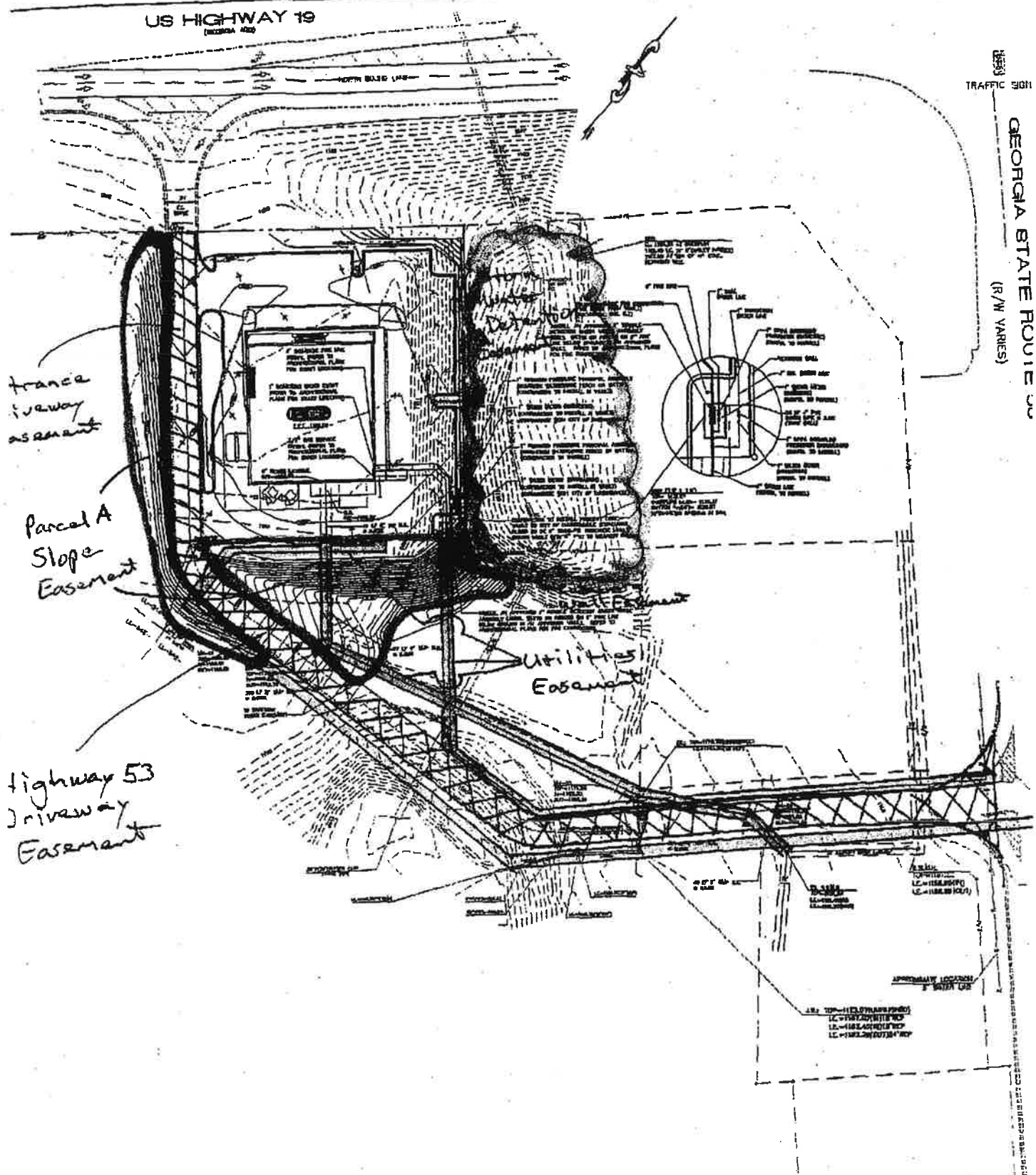
Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.144 acres and is shown as a portion of a 40' wide ingress/egress easement on a survey for Eckerd Corporation by Moreland Altobelli Assoc. dated 2-25-03 and being last revised on 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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US HIGHWAY 19  
(GEORGIA 400)





OVERALL UTILITY PLAN

24-HOUR EMERGENCY C  
MR. CLARK SCHER



**EXHIBIT "D"**

**Plans and Specifications**

**Plans and Specifications and date thereof by Paulson Mitchell, Incorporated are as follows:**

|                         |         |
|-------------------------|---------|
| Cover Sheet             | 6/16/03 |
| C.1A Overall Site Plan  | 6/16/03 |
| C1 Site Plan            | 6/16/03 |
| C2 Grading Plan         | 6/16/03 |
| C.3A Utility Plan       | 6/16/03 |
| C3 Utility Plan         | 6/16/03 |
| C4 Erosion Control Plan | 6/16/03 |
| C5 Profiles             | 6/16/03 |
| C6 Detail               | 5/19/03 |
| C7 Detail               | 5/19/03 |
| C8 Detail               | 5/19/03 |
| LA1 Landscape Plan      | 6/11/03 |
| LA2 Landscape Plan      | 5/19/03 |

**The plans and specifications and date thereof by Moreland Altobelli Associates, Inc. are as follows:**

# EXHIBIT E

## ESCROW AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 (the "Effective Date"), by and among HIGHSMITH MARKS CO., LLC, a Georgia Limited Liability Company (hereinafter referred to as "Seller") and 53 and 400, LLC, a Florida Limited Liability Company (hereinafter referred to as "Purchaser") and Lawyers Title Insurance Corporation (hereinafter referred to as "Escrow Agent").

### WITNESSETH:

WHEREAS, Seller and Commercial Site Development, Inc., as purchaser entered in a contract dated October 25, 2002, for the sale and purchase of certain property located in Land Lot 314 of the 13<sup>th</sup> District, South Half, 1<sup>st</sup> Section of Dawson County, Georgia, and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Property"), (said contract hereinafter referred to as the "Contract"); and

WHEREAS, said purchaser has assigned and transferred all of its rights, title and interests in and to the Contract to Purchaser; and

WHEREAS, pursuant to said Contract, Purchaser at its sole cost and expense, is to construct a certain entry roadway to and from the rear of the Property and Georgia Highway 400 (the location of said road is more particularly described on Exhibit "B" attached hereto and made a part hereof, and hereinafter referred to as the "Entry Road"); and

WHEREAS, pursuant to said Contract, Seller, at its expense, is to construct a certain drive to and from the terminus of the Entry Road at the rear of the Property to Georgia Highway 53 (the location of said drive is more particularly described on Exhibit "C" attached hereto and made a part

✓ 03-03-03 ☐

hereof, and hereinafter referred to as the "Drive"); and

WHEREAS, to secure the faithful performance of Seller with respect to the construction and completion of said Drive, Seller has agreed to deposit \$40,000.00 in escrow at closing; and

WHEREAS, Purchaser and Seller are this date closing the transaction contemplated by the Contract, and desire to have Escrow Agent hold said \$40,000.00 in escrow pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the premises and good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchaser and Seller hereby appoint Lawyers Title Insurance Corporation, Atlanta, Georgia as Escrow Agent hereunder.

2. Seller has delivered and deposited with Escrow Agent the amount of \$40,000.00, (the "Escrow Funds") representing the amount as agreed to by the Seller and Purchaser with respect to Seller's obligation to construct said Drive. The Escrow Agent agrees to immediately deposit said \$40,000.00 upon receipt of a completed W-9 form, in an interest-bearing account or investments as are, from time to time, directed by Seller, with all interest and income earned on said \$40,000.00 to be solely the property of Seller, except as otherwise provided herein.

3. Seller hereby covenants and agrees, at its sole costs and expense, to commence the construction of the Drive within thirty (30) days of date of this Agreement and complete construction of the Drive within ninety (90) days after commencement of construction of the Drive as determined by Moreland Altobelli Surveying and Engineering Company (the "Engineering Company"). The Drive shall be constructed in accordance with all rules and regulations of the appropriate

✓ 08-27-20 □

governmental authorities having jurisdiction thereof, and shall be constructed in accordance with the plans and specifications enumerated on Exhibit "D" attached hereto and made a part hereof. Upon Seller's completion of grading the Drive and placing the base on the Drive as determined by the Engineering Company in writing, Seller shall notify Escrow Agent and Purchaser, and if there are no written objections thereto by Purchaser to Escrow Agent and Seller within seven (7) days of Purchaser's receipt of such notice, Escrow Agent shall deliver to Seller \$20,000.00 of the Escrow Funds. Upon Seller's completion of the construction of the Drive within said 90-day period, Seller shall deliver to Purchaser (with copies of same to Escrow Agent): (i) an affidavit of Seller that all costs in constructing said Drive have been paid in full and that no one claims a lien against the Property arising therefrom, and (ii) confirmation from the Engineering Company that the Drive has been fully constructed in accordance with the plans and specifications thereof (said Affidavit of Seller and confirmation from Engineer collectively "Confirmation Documents"). Upon receipt of the Confirmation Documents, Escrow Agent shall deliver to Seller the balance of the Escrow Funds, together with any accrued interest thereon, provided Escrow Agent does not receive written objections from Purchaser within seven (7) days of receipt of the Confirmation Documents. In the event Purchaser gives Escrow Agent notice of its objections of such disbursement request within seven (7) days after delivery to the Purchaser of the Confirmation Documents, then Escrow Agent shall not distribute any of the remaining Escrow Funds nor any interest earned thereon until notified in writing by both Seller and Purchaser that it is to disburse same as agreed upon by Seller and Purchaser. If Seller fails to commence construction of the Drive within thirty (30) days of the Effective Date or to complete the construction of the Drive within said 90-day period, or fails to furnish Purchaser with any of the aforesaid Confirmation Documents, Escrow Agent, after receiving written notice of such failure from Purchaser and provided Seller does not deliver any written

✓ 08-21-72

objections to Escrow Agent within seven (7) days after receipt of said written notice from Purchaser, shall deliver to Purchaser the balance of said Escrow Funds, together with any interest earned thereon.

4. Purchaser's sole remedy in the event of Seller's failure to commence construction of the Drive within thirty (30) days of the Effective Date or to complete said Drive within said ninety (90) day period shall be to obtain the balance of said Escrow Funds, with any interest earned thereon, and Seller shall not be liable to Purchaser in law or in equity for any such failure. The parties acknowledging that the amount of damages would be difficult to ascertain.

5. The parties hereto covenant and agree that in performing any of the duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

Accordingly, Escrow Agent shall not incur any liability with respect to (a) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities, or (b) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall, in good faith, believe to be genuine, to have been signed and presented by a proper person or persons and to conform with the provisions of this Escrow Agreement.

Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable costs

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of investigation and attorney's fees and disbursements which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder.

In an event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the Registry or custody of the Superior Court of Fulton County, Georgia, all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

Purchaser and Seller hereby agree that each shall pay Escrow Agent Fifty Dollars (\$50.00) for its services to be rendered as set out hereunder.

6. All notices, demands, delivery of documents, and other communications which may or are required to be given to or made by either party to the other in connection with this Escrow Agreement shall be in writing and shall be mailed by United States certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given or made and received two (2) days after deposit in the United States mail, addressed to the respective parties as follows:

To Seller: Highsmith Marks Co., LLC  
c/o Robert M. Johnston  
1197 Paces Forest Drive, NW  
Atlanta, GA 30327

Copy to: Max Olim, Esquire  
Olim and Loeb, LLP  
Suite 480  
6100 Lake Forrest Drive, N.W.  
Atlanta, GA 30328-3899

To Purchaser: 53 and 400, L.L.C.  
c/o Real Estate Coordinator  
5115 Old Ellis Pointe  
Roswell, GA 30076

Copy to: J. Bradford Hines, Esquire  
Suite 500

✓ ~~03-27~~

100 First Avenue S.  
St. Petersburg, FL 33712

Escrow Agent:

Lawyers Title Insurance Corporation  
Suite 450  
5780 Peachtree Dunwoody Road  
Atlanta, GA 30342

✓ 03-21-20 145

or to such other address and to the attention of such other person as each of the parties hereto, from time to time may after ten (10) days written notice thereof, may specify to the other parties.

7. Should Seller either fail to commence construction of the Drive within thirty (30) days of the Effective Date or to complete the construction of the Drive within said ninety (90) days period and deliver the documents to Purchaser as referred to in Paragraph 3 above, by reason of or as a result of acts of God, strikes, washouts or other causes beyond the reasonable control of Seller, then the time period referred to in Paragraph 3 above shall be extended by the same number of days such causes exist. Seller shall notify in writing both Purchaser and Escrow Agent of the occurrence of any such causes.

8. Neither Seller nor Purchaser may assign this Agreement or any of their rights or obligations hereunder without the prior written consent of the other party.

9. Whenever in this Agreement one of the parties hereto is named or referred to, the heirs, legal representatives, successors and permitted assigns of such parties shall be included and all covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, whether so expressed or not.

10. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Time is of the essence of the obligations to be performed hereunder.

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12. Should any provision of this Agreement be held invalid or unenforceable, the other provisions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and their seals affixed thereto as of the day and year first above written.

**SELLER:**

**HIGHSMITH MARKS CO., LLC**

By: \_\_\_\_\_ (SEAL)

Manager Wendell M. Starke by  
Robert M. Johnston as attorney in fact under  
Limited Power of Attorney dated June 19, 2003

**PURCHASER:**

**53 AND 400, LLC**

By: \_\_\_\_\_ (SEAL)

Title: Manager

Escrow Agent:

**LAWYERS TITLE INSURANCE CORPORATION**

By:

Title:

(Corporate Seal)

**53 AND 400, LLC PROPERTY****L E G A L   D E S C R I P T I O N**

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District-South Half, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar); said point being the POINT OF BEGINNING,

THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to an iron pin set (1/2" rebar) on the southeasterly right-of-way of Georgia 400;

THENCE along said right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point;

THENCE along said right-of-way along a curve to the left having a radius of 5909.58 feet and an arc length of 250.91 feet, being subtended by a chord of North 51 degrees 53 minutes 46 seconds East for a distance of 250.89 feet to an iron pin set (1/2" rebar);

THENCE leaving said right-of-way South 38 degrees 22 minutes 11 seconds East for a distance of 279.21 feet to an iron pin set (1/2" rebar);

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 256.20 feet to an iron pin set (1/2" rebar) and the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.640 acres according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

Less and Except the following described property:

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District South Half 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar); Thence North 05 degrees 14 minutes 56 seconds West for a distance of 285.22 feet to a set 1/2" rebar and THE POINT OF BEGINNING for the parcel herein described;

THENCE North 39 degrees 10 minutes 56 seconds West for a distance of 6.00 feet to a set 1/2" rebar;

THENCE North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a set 1/2" rebar;

THENCE South 39 degrees 10 minutes 56 seconds East for a distance of 6.00 feet to a set 1/2" rebar;

THENCE South 50 degrees 49 minutes 04 seconds West for a distance of 5.00 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 30 square feet and is shown as a Billboard Parcel

EXHIBIT " A " Page 1

To Escrow Agreement

according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-28-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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EXHIBIT " A " Page 2

To Es Agreement

*RS*  
EXHIBIT "C"

**ENTRY ROAD**

**L E G A L   D E S C R I P T I O N**

All that tract or parcel of land lying and being in Land Lot 314, 13th District-South Half, 1st Section of Dawson County, Georgia and being more particularly described as follows:

Beginning at a found 1/2" rebar at the corner common to Land Lots 314, 315, 342, and 343; Thence North 34 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to a set 1/2" rebar, said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to a set 1/2" rebar on the southeasterly right-of-way of Georgia 400;

THENCE continuing along said southeasterly right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point;

THENCE continuing along said southeasterly right-of-way along a curve to the left having a radius of 5909.38 feet and an arc length of 14.22 feet, being subtended by a chord of North 53 degrees 02 minutes 36 seconds East for a distance of 14.22 feet to a point;

THENCE leaving said southeasterly right-of-way of Georgia 400 South 37 degrees 37 minutes 30 seconds East for a distance of 280.05 feet to a point;

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 13.89 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.114 acres and is shown as a portion of a 40' wide ingress/egress easement on a survey for Ekerd Corporation by Moreland Altobelli Assoc. dated 2-25-03 and being last revised on 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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**ENTRY ROAD****LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lot 314, 13th District-South Half, 1st Section of Dawson County, Georgia and being more particularly described as follows:

Beginning at a found 1/2" rebar at the corner common to Land Lots 314, 315, 342, and 343; Thence North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to a set 1/2" rebar, said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 24.11 feet to a point;

THENCE North 37 degrees 37 minutes 30 seconds West for a distance of 281.06 feet to a point on the southeasterly right-of-way of Georgia 400;

THENCE continuing along said southeasterly right-of-way North 53 degrees 05 minutes 08 seconds East for a distance of 20.46 feet to a set 1/2" rebar;

THENCE leaving said southeasterly right-of-way of Georgia 400 South 38 degrees 22 minutes 11 seconds East for a distance of 280.51 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.144 acres and is shown as a portion of a 40' wide ingress/egress easement on a survey for Eckerd Corporation by Moreland Altobelli Assoc. dated 2-25-03 and being last revised on 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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EXHIBIT " B " Page 2

To Escrow Agreement

## DRIVE

## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314, 13th District-South Half, 1st Section of Dawson County, Georgia and being more particularly described as follows:

Beginning at a round 1/2" rebar at the corner common to Land Lots 314, 315, 342, and 343; Thence North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to a set 1/2" rebar; said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE North 51 degrees 37 minutes 49 seconds East for a distance of 15.89 feet to a point;

THENCE South 37 degrees 37 minutes 30 seconds East for a distance of 6.23 feet to a point;

THENCE along a curve to the left, having a radius of 30.00 feet and an arc length of 29.96 feet, being subtended by a chord of South 66 degrees 14 minutes 16 seconds East for a distance of 28.73 feet to a point;

THENCE North 85 degrees 08 minutes 57 seconds East for a distance of 107.93 feet to a point;

THENCE along a curve to the left having a radius of 180.00 feet and an arc length of 31.38 feet, being subtended by a chord of North 80 degrees 05 minutes 19 seconds East for a distance of 31.34 feet to a point;

THENCE North 78 degrees 09 minutes 41 seconds East for a distance of 106.20 feet to a point;

THENCE along a curve to the right having a radius of 220.00 feet and an arc length of 44.26 feet, being subtended by a chord of North 90 degrees 55 minutes 31 seconds East for a distance of 44.19 feet to a point;

THENCE North 86 degrees 41 minutes 20 seconds East for a distance of 99.24 feet to a point;

THENCE along a curve to the left having a radius of 105.00 feet and an arc length of 51.14 feet, being subtended by a chord of North 72 degrees 44 minutes 08 seconds East for a distance of 50.64 feet to a point;

THENCE North 36 degrees 54 minutes 07 seconds West for a distance of 8.11 feet to a point;

THENCE North 47 degrees 48 minutes 34 seconds East for a distance of 266.93 feet to a point on the southwesterly right-of-way of Highway #53;

THENCE along said southwesterly right-of-way South 41 degrees 57 minutes 50 seconds East for a distance of 60.00 feet to a point;

THENCE leaving said southwesterly right-of-way of Highway #53 South 47 degrees 48 minutes 34 seconds West for a distance of 272.25 feet to a point;

THENCE North 36 degrees 53 minutes 31 seconds West for a distance of 12.00 feet to a point;

THENCE along a curve to the right having a radius of 145.00 feet and an arc length of 74.60 feet, being subtended by a chord of South 71 degrees 57 minutes 00 seconds West for a distance of 73.78 feet to a point;

THENCE South 86 degrees 41 minutes 20 seconds West for a distance of 99.24 feet to a point;

THENCE along a curve to the left having a radius of 180.00 feet and an arc length of 36.21 feet, being subtended by a chord of South 80 degrees 55 minutes 31 seconds West for a distance of 26.15 feet to a point;

THENCE South 75 degrees 09 minutes 41 seconds West for a distance of 106.20 feet to a point;

EXHIBIT " C " Page 1

To Escrow Agreement

THENCE along a curve to the right having a radius of 220.00 feet and an arc length of 38.35 feet, being subtended by a chord of South 80 degrees 09 minutes 19 seconds West for a distance of 28.30 feet to a point;

THENCE South 85 degrees 08 minutes 57 seconds West for a distance of 107.93 feet to a point;

THENCE along a curve to the right having a radius of 70.00 feet and an arc length of 69.91 feet, being subtended by a chord of North 66 degrees 14 minutes 16 seconds West for a distance of 67.04 feet to a point;

THENCE North 37 degrees 37 minutes 30 seconds West for a distance of 5.61 feet to a point;

THENCE North 51 degrees 37 minutes 49 seconds East for a distance of 24.11 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.837 acres and is shown as a portion of a 40' wide ingress/egress easement on a survey for Eckard Corporation by Mereland Altobelli Assoc. dated 2-25-03 and being last revised on 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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EXHIBIT "D"

PLANS and SPECIFICATIONS

EXHIBIT "C"



| <b>2003 Store Cost Breakdowns</b> |  |  |  |  |
|-----------------------------------|--|--|--|--|
| Contractor                        |  |  |  |  |
| Location                          |  |  |  |  |
| Store Number                      |  |  |  |  |
| Developer                         |  |  |  |  |
| Architect                         |  |  |  |  |
| Site Engineer                     |  |  |  |  |
| Store Size                        |  |  |  |  |
| County                            |  |  |  |  |
| Bid Date                          |  |  |  |  |
| <b>General Conditions</b>         |  |  |  |  |
| Site                              |  |  |  |  |
| Building                          |  |  |  |  |
| Winter Conditions                 |  |  |  |  |
| Testing Services                  |  |  |  |  |
| <b>Sitework</b>                   |  |  |  |  |
| Fence                             |  |  |  |  |
| Dumpster Enclosure                |  |  |  |  |
| Demolition                        |  |  |  |  |
| Paving                            |  |  |  |  |
| Lot Striping                      |  |  |  |  |
| Curb and Gutter                   |  |  |  |  |
| Site Utilities                    |  |  |  |  |
| Site Electrical                   |  |  |  |  |
| Site Water Supply                 |  |  |  |  |
| Site Sanitary Sewer               |  |  |  |  |
| Site Gas                          |  |  |  |  |
| Site Lighting                     |  |  |  |  |
| Offsite Utilities                 |  |  |  |  |
| Water Meter                       |  |  |  |  |
| Water Detention                   |  |  |  |  |
| Clear and Grade                   |  |  |  |  |
| Landscaping                       |  |  |  |  |
| Irrigation                        |  |  |  |  |
| Concrete Sidewalks                |  |  |  |  |
| Concrete Paving                   |  |  |  |  |
| Retaining Walls                   |  |  |  |  |
| DOT Work                          |  |  |  |  |
| Offsite Improvements              |  |  |  |  |
| Clearance Bar                     |  |  |  |  |
| Bollard Covers                    |  |  |  |  |
| Sitework General                  |  |  |  |  |
| <b>Concrete</b>                   |  |  |  |  |
| Cast in Place                     |  |  |  |  |
| Termite Control                   |  |  |  |  |
| Concrete Finishes and Sealers     |  |  |  |  |
| Building Sidewalks                |  |  |  |  |
| <b>Masonry</b>                    |  |  |  |  |
| Masonry                           |  |  |  |  |
| Brick Veneer                      |  |  |  |  |

EXHIBIT 

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
| <b>Metals</b>                          |  |  |  |  |
| Structural Steel                       |  |  |  |  |
| Metal Joists and Decking               |  |  |  |  |
| Metal Fabrications                     |  |  |  |  |
|  |  |  |  |  |
| <b>Framing and Trim</b>                |  |  |  |  |
| Wood Framing Blocking Sheathing        |  |  |  |  |
| Metal Framing                          |  |  |  |  |
| Finish Carpentry and Trim              |  |  |  |  |
| Millwork and Cabinets                  |  |  |  |  |
|  |  |  |  |  |
| <b>Thermal and Moisture Protection</b> |  |  |  |  |
| Building Insulation                    |  |  |  |  |
| Cell Fill Insulation                   |  |  |  |  |
| Exterior Insulation and Finish System  |  |  |  |  |
| Preformed Metal Roof Panels            |  |  |  |  |
| Roofing System                         |  |  |  |  |
| Sheet Metal                            |  |  |  |  |
| Sealants                               |  |  |  |  |
| Roof Hatch                             |  |  |  |  |
|  |  |  |  |  |
| <b>Windows and Doors</b>               |  |  |  |  |
| Steel Doors and Frames                 |  |  |  |  |
| Wood Doors                             |  |  |  |  |
| Automatic Doors                        |  |  |  |  |
| Storefront System                      |  |  |  |  |
| Door Hardware                          |  |  |  |  |
| Overhead Receiving Door                |  |  |  |  |
| Hurricane / Security Gates             |  |  |  |  |
|  |  |  |  |  |
| <b>Finishes</b>                        |  |  |  |  |
| Gypsum Board Systems                   |  |  |  |  |
| Ceramic Tile                           |  |  |  |  |
| Suspended Acoustical Ceilings          |  |  |  |  |
| Resilient Flooring                     |  |  |  |  |
| Interior Paint                         |  |  |  |  |
| Exterior Paint                         |  |  |  |  |
| Wall Coverings                         |  |  |  |  |
| FRP                                    |  |  |  |  |
| Boston Bumpers                         |  |  |  |  |
|  |  |  |  |  |
| <b>Specialties</b>                     |  |  |  |  |
| Column Wraps                           |  |  |  |  |
| Fire Extinguishers                     |  |  |  |  |
| Restroom Hardware                      |  |  |  |  |
| Toilet Partitions                      |  |  |  |  |
| Access Panels                          |  |  |  |  |
|  |  |  |  |  |
| <b>Equipment</b>                       |  |  |  |  |
| Drive Thru Window                      |  |  |  |  |
| RX Grille Material                     |  |  |  |  |
| RX Grille Installation                 |  |  |  |  |

|  |         |         |         |         |
|--|---------|---------|---------|---------|
| Pharmacy Water Filter                    |         |         |         |         |
|  |         |         |         |         |
| <b>Mechanical</b>                        |         |         |         |         |
| HVAC                                     |         |         |         |         |
| Plumbing                                 |         |         |         |         |
| Fire Sprinklers                          |         |         |         |         |
|  |         |         |         |         |
| <b>Electrical</b>                        |         |         |         |         |
| Electrical                               |         |         |         |         |
| Lighting                                 |         |         |         |         |
| Equipment                                |         |         |         |         |
|  |         |         |         |         |
| <b>SUB TOTAL</b>                         | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
|  |         |         |         |         |
| PROFIT BUILDING                          |         |         |         |         |
| PROFIT SITE                              |         |         |         |         |
|  |         |         |         |         |
| <b>GRAND TOTAL</b>                       | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
|  |         |         |         |         |
| Building Square Foot Cost                | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
|  |         |         |         |         |
| <b>Hard Costs</b>                        | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
|  |         |         |         |         |
| Land                                     |         |         |         |         |
| Building                                 | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Sitework                                 | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Building Change Orders                   |         |         |         |         |
| Sitework Change Orders                   |         |         |         |         |
|  |         |         |         |         |
| Total Hard Costs                         |         |         |         |         |
| Soft Costs                               |         |         |         |         |
| Grand Total                              | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
|  |         |         |         |         |
| Paving Quantity In Yards                 |         |         |         |         |
| Paving Price Per Yard                    |         |         |         |         |
| Curb and Gutter Quantity In Feet         |         |         |         |         |
| Curb and Gutter Price Per Foot           |         |         |         |         |
| Fill Quantity In Yards                   |         |         |         |         |
| Fill Price Per Yd. Placed and Compacted  |         |         |         |         |
| Cut Quantity In Yards                    |         |         |         |         |
| Cut Price Per Yard Hauled Off Site       |         |         |         |         |
| Site Water Line Price Per Foot           |         |         |         |         |
| Site Sanitary Line Price Per Foot        |         |         |         |         |
| Site Gas Line Price Per Foot             |         |         |         |         |
| Site Primary Electrical Price Per Foot   |         |         |         |         |
| Site Secondary Electrical Price Per Foot |         |         |         |         |

AFTER RECORDING, RETURN TO:  
Max Olim, Esquire  
Olim and Loeb, LLP  
6100 Lake Forrest Drive, N.W., Suite 480  
Atlanta, GA 30328

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** ("Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 2003, between **53 AND 400, LLC**, a Florida Limited Liability Company (ALLC≅) and **HIGHSMITH MARKS CO., LLC**, a Georgia Limited Liability Company ("Highsmith") (both LLC and Highsmith collectively referred to as "Owner").

### WITNESSETH:

WHEREAS, LLC has this day purchased that certain tract of land lying and being in Land Lot 314, 13<sup>th</sup> District, South Half, 1<sup>st</sup> Section of Dawson County, Georgia, lying along the southeast side of Georgia Highway 400 and being more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "LLC Property"); and

WHEREAS, Highsmith is the owner of that certain tract of land lying and being in Land Lot 314, 13<sup>th</sup> District, South Half, 1<sup>st</sup> Section of Dawson County, Georgia, adjoining LLC Property and being more particularly described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Highsmith Property"); and

WHEREAS, Highsmith has erected billboards on the Highsmith Property; and

WHEREAS, LLC is willing to allow Highsmith ingress and egress across LLC Property to and from Highsmith Property and the proposed 40' ingress/egress easement to Georgia Highway 400 shown on Exhibit "C-1" and described on Exhibit "C-2" attached hereto and made a part hereof (hereinafter referred to as "Highsmith Drive Easement").

✓ 08-27-03

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Highsmith to LLC and for the mutual benefit of all parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. LLC does hereby grant, establish, declare and convey to Highsmith for the benefit of the Highsmith Property and Highsmith employees, agents, invitees, licensees, tenants, lessees, transferees, successors and assigns, and successors in title, a non-exclusive easement for mechanized vehicular access, ingress and egress (including, without limitation, access, ingress and egress for service/delivery trucks), on, onto, over, upon through and across that certain portion of the LLC Property as more particularly shown on Exhibit "C-1" and described on Exhibit "C-2" attached hereto and made a part hereof referred to above as the Highsmith Drive Easement. LLC will not materially interfere with Highsmith's access to and from the Highsmith Drive Easement and the proposed 40' Easement and the Highsmith Property. The parties agree that normal traffic flow and parking on the LLC Property shall not constitute material interference.

✓ 08-2-78 ☐

2. LLC does hereby grant, establish, declare and convey to Highsmith for the benefit of the Highsmith Property and the outdoor advertising signs placed or to be placed on the Highsmith Property, non-exclusive air rights/catwalk easement not to exceed the fifty (50) feet and the thirty-five (35) feet lines as shown on attached Exhibit "C-1" (the "A-C Easement"). from the southwest and northeast property lines of Highsmith Property lines onto LLC Property for the purpose of installing and maintaining advertising signs on Highsmith Property over and onto LLC Property.

Said catwalks adjoin said billboards not more than six (6) feet in width relating to erecting and maintaining signs on the Highsmith Property. Highsmith agrees to keep and maintain said A-C Easement area in a neat and good condition. Said sign and catwalks shall comply with any and all governmental requirements applicable thereto.

3. The Easements granted herein shall be appurtenant to and run with the Highsmith Property and shall inure to the benefit of Highsmith and its assigns and successors in title.

4. Highsmith agrees to abide by and comply with all governmental regulations with respect to its signs. Highsmith agrees to keep and maintain said signs and Easement parcel in a first class condition.

5. In connection with the rights granted or reserved hereinabove, each party shall indemnify and hold the other harmless from and against any and all claims, damages, losses, expenses (including, without limitation, court costs and attorneys' fees), and liabilities whatsoever that may be caused or occasioned by the indemnitor, its agents, employees, invitees, or contractors, in connection with the exercise of the indemnitor's rights hereinabove granted or reserved, and each indemnitor shall promptly bond or discharge, at the indemnitor's sole cost and expense, any and all liens filed against the other party's property, or any part hereof, as a result of or relating to the construction, installation, maintenance, repair, replacement, or relocation undertaken by or on behalf of the indemnitor pursuant to the rights granted or reserved hereinabove, by taking all such actions, including, without limitation, the expenditure of monies, that shall be necessary to bond or discharge such lien.

6. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia.

7. In any litigation to enforce any provision or right under this Agreement. the unsuccessful party covenants and agrees to pay to the successful party all reasonable costs and expenses incurred by the prevailing party in connection with the litigation, including, but not limited to, reasonable attorney's fees.

8. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

9. This Agreement may be modified, amended or terminated in whole or in part only by unanimous written agreement of the parties. Such modification, amendment or

✓ 08-2-20 8

termination shall become effective only upon recording same in the real estate records of Dawson County, Georgia.

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns, transferees, legal representatives and successors in title to their respective properties.

11. Upon twenty (20) days written request of any party, the then-owner of LLC=s Property or Highsmith=s Property to whom such request is directed shall execute and deliver promptly after receipt of such request, a certificate certifying that to the best of their knowledge there are no known defaults on the part of the requesting party or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy them, and certifying that to the best of their knowledge there are no known setoffs or defenses to the enforcement of the terms of this Agreement, or if there are, specifying the particulars of such setoffs or defenses and certifying what known obligations of the requesting party remain unperformed.

✓ 08-21-72

12. Each Owner shall maintain and keep in repair that portion of the Highsmith Drive Easement which is in need of maintenance or repairs as a result of its use of or damage to the Highsmith Drive Easement as a result of acts or failure to act of said Owner or its respective employees, agents, invitees, licensees, tenants, transferees, successors and assigns and successors in title. The Owners are hereby granted the right and authority to enter upon each other Owner's property to the extent reasonably necessary for any construction, installation, relocation, repair, maintenance or replacement required or allowed by the terms of this Agreement; provided, however, that any such entry is undertaken in a manner designed to minimize disruption on the other Owner's property or any business being conducted thereon. Highsmith will notify Eckerds Corporation with advance notice of major work to be done by Highsmith on LLC Property as long as Eckerds Corporation has an interest in LLC Property.

13. If an Owner shall fail to so repair or rebuild said Highsmith Drive Easement Area as provided in this Agreement within fifteen (15) days after receipt of written notice to do so, then the other Owner may thereafter perform the necessary repairs and maintenance, and the defaulting Owner shall pay the other Owner its actual out-of-pocket reasonable costs and expenses in performing such repairs or maintenance within five (5) days of receipt of written notice thereof and satisfactory evidence of the actual costs and expenses incurred in performing such repairs or maintenance.

14. There shall be no obstruction of any kind placed within the Highsmith Drive Easement Area which would materially impede the use of the Highsmith Drive Easement by either of the Owners for the purposes herein set out, other than equipment and materials relating to the construction and repairing of the Highsmith Drive Easement and/or the Highsmith Property and/or the LLC Property.

15. If a governmental department or agency requires that the Highsmith Drive Easement be relocated then the parties shall enter into a recordable modification modifying the location of the Highsmith Drive Easement to a reasonable location as approved by the appropriate governmental unit.

16. LLC hereby grants to Highsmith a temporary, non-exclusive ingress and egress easement for vehicular traffic over and across LLC Property to and from the proposed 40' ingress/egress easement, (A Temporary Access Easement) for the purpose of constructing and developing the Drive within the Highsmith Drive Easement. Said Temporary Construction Easement shall expire and be of no further force or effect upon completion by Highsmith of the Drive within the Highsmith Drive Easement or upon completion of construction of the improvements on LLC Property including the Drive within the Highsmith Drive Easement whichever event occurs first. Said Construction Easement shall be twenty (20) feet wide on each side of the Highsmith Drive Easement Area.

17. Any notice given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served by personal delivery or the deposit of such with the United States Postal Service, or any official successor thereof, designated as certified mail, return receipt requested, bearing adequate postage and addressed as

✓ 08-27-20



hereinafter provided on the signature page of this Easement Agreement. Each notice shall be effective upon being personally delivered or deposited as aforesaid. The time period in which a response to any such notice must be given or any action taken with respect to mailed notice, shall commence to run two (2) business days after deposit of such notice with the United States Postal Service as provided herein or upon personal delivery. By giving to the other Owner(s) at least thirty (30) calendar days notice thereof, any Owner shall have the right from time to time to change the address(es) thereof and to specify as the address(es) thereof any other address(es) within the United States of America.

18. The Owners understand that Eckerds Corporation has entered into a lease with LLC covering the LLC Property. Each Owner, as long as Eckerds Corporation has an ownership or leasehold interest in LLC Property, shall cause to be maintained in effect comprehensive general liability insurance with an insurance company qualified to do business in the State of Georgia containing initial limits of liability coverage of not less than \$3,000,000.00 in the aggregate for death, personal injury and property damage. Each Owner shall, upon request of the other Owner, furnish certificates of such insurance or other satisfactory evidence of such insurance at any time during the term hereof. Any policy of insurance required hereunder shall provide that such policy shall not be cancelled without at least ten (10) days prior written notice to the other Owner.

✓ 08-2-20 163

Notwithstanding the above, in the event Eckerds Corporation no longer has an ownership and leasehold interest in LLC Property, said amount of \$3,000,000.00 of general public liability coverage shall be reduced to \$1,000,000.00. The Owners understand that during a period of time, the initial \$3,000,000.00 of general public liability insurance coverage may be reduced by payment of claims arising from or upon the LLC Property. The Owners agree that their respective general liability insurance coverage shall never have coverage less than \$1,000,000.00.

19. Land owned by Highsmith and described on Exhibit "D" attached hereto and made a part hereof ("Land of Highsmith") is subject to rights and easements of present and future owners of Highsmith Property for ingress/egress over and across Land of Highsmith to and from Georgia Highway 400.

IN WITNESS WHEREOF, LLC and Highsmith have hereunto executed this Easement Agreement under seal on the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

**53 AND 400, LLC, a Florida  
Limited Liability Company**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Title: Manager

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

Address: 5115 Old Ellis Pointe  
Roswell, GA 30076

Signed, sealed and delivered  
in the presence of:

**HIGH SMITH MARKS CO., LLC**

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

By: \_\_\_\_\_ (SEAL)  
Manager, Wendell M. Starke, by  
Robert M. Johnston as attorney in fact under  
Limited Power of Attorney dated June 19, 2003

\_\_\_\_\_  
Notary Public  
My commission expires:

Address: 4300 Paces Ferry Road, Suite 500  
Atlanta, GA 30339

✓ 08-2-03

## 53 AND 400, LLC PROPERTY

## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District-South Half, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 359.85 feet to an iron pin set (1/2" rebar), said point being the POINT OF BEGINNING,

THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to an iron pin set (1/2" rebar) on the southeasterly right-of-way of Georgia 400;

THENCE along said right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point;

THENCE along said right-of-way along a curve to the left having a radius of 5909.58 feet and an arc length of 250.91 feet, being subtended by a chord of North 51 degrees 53 minutes 46 seconds East for a distance of 250.89 feet to an iron pin set (1/2" rebar);

THENCE leaving said right-of-way South 38 degrees 22 minutes 11 seconds East for a distance of 279.21 feet to an iron pin set (1/2" rebar);

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 256.20 feet to an iron pin set (1/2" rebar) and the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.640 acres according to a survey for Eckerd Corporation prepared by Moraland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

Less and Except the following described property:

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District South Half 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar); Thence North 05 degrees 14 minutes 56 seconds West for a distance of 285.22 feet to a set 1/2" rebar and THE POINT OF BEGINNING for the parcel herein described;

THENCE North 39 degrees 10 minutes 56 seconds West for a distance of 6.00 feet to a set 1/2" rebar;

THENCE North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a set 1/2" rebar;

THENCE South 39 degrees 10 minutes 56 seconds East for a distance of 6.00 feet to a set 1/2" rebar;

THENCE South 50 degrees 49 minutes 04 seconds West for a distance of 5.00 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 30 square feet and is shown as a Billboard Parcel

according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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**HIGSMITH PROPERTY**  
**BILLBOARD LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lot 314 of the 13th District South Half 1st Section, Dawson County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the common corner of Land Lots 314, 315, 342 and 343, THENCE North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to an iron pin set (1/2" rebar); Thence North 05 degrees 14 minutes 56 seconds West for a distance of 285.22 feet to a set 1/2" rebar and THE POINT OF BEGINNING for the parcel herein described;

THENCE North 39 degrees 10 minutes 56 seconds West for a distance of 6.00 feet to a set 1/2" rebar;

THENCE North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a set 1/2" rebar;

THENCE South 39 degrees 10 minutes 56 seconds East for a distance of 6.00 feet to a set 1/2" rebar;

THENCE South 50 degrees 49 minutes 04 seconds West for a distance of 5.00 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

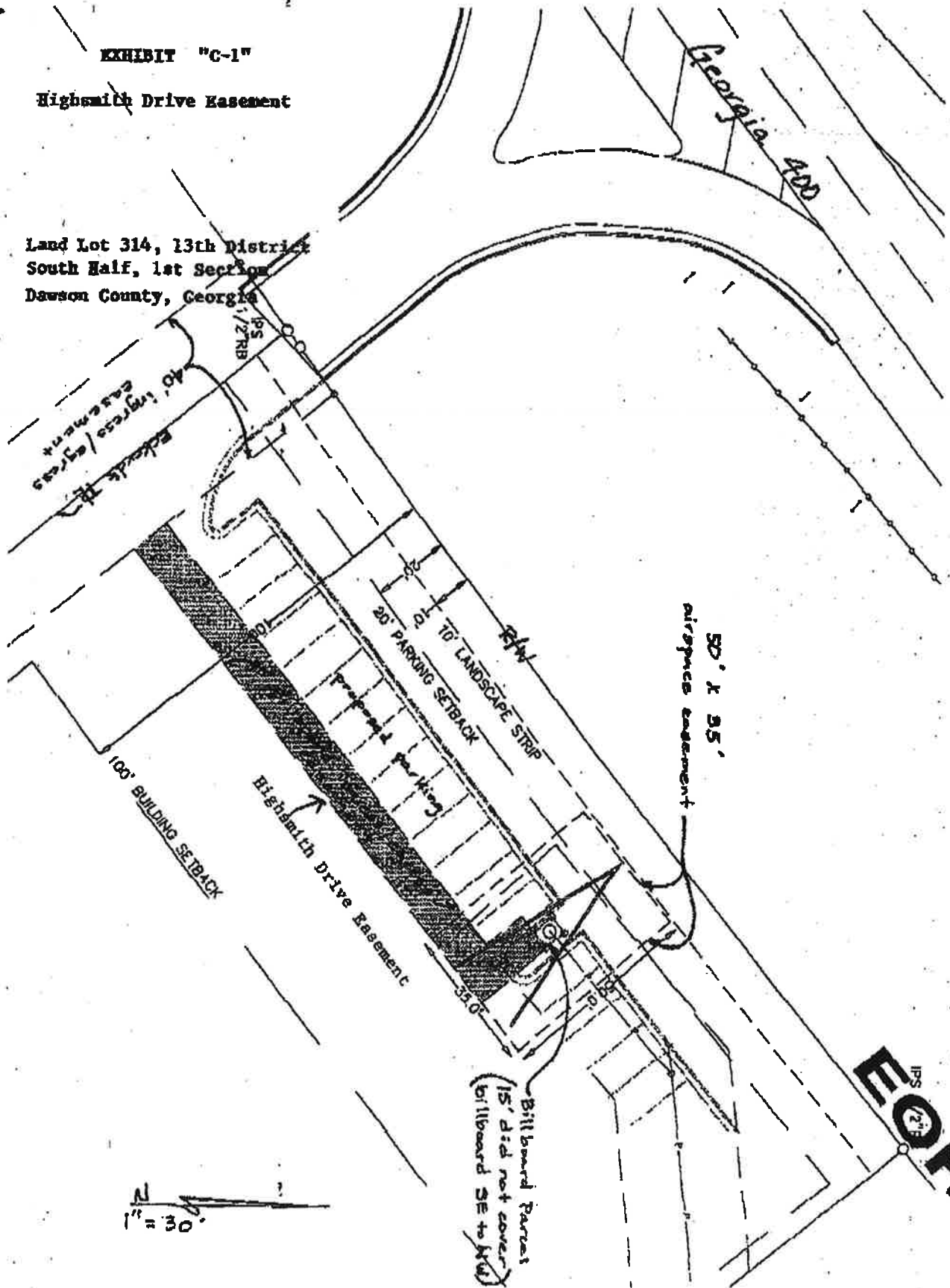
Said property contains 30 square feet and is shown as a Billboard Parcel according to a survey for Eckerd Corporation prepared by Moreland Altobelli, dated 2-25-03 and last revised 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

**EXHIBIT "B"**

**EXHIBIT "C-1"**

**Highsmith Drive Easement**

Land Lot 314, 13th District  
South Half, 1st Section  
Dawson County, Georgia



**EXHIBIT " C-1 "**

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314, 13th District-South Half, 1st Section of Dawson County, Georgia and being more particularly described as follows:

Beginning at a found 1/2" rebar at the corner common to Land Lots 314, 315, 342, and 343; Thence North 24 degrees 11 minutes 10 seconds West for a distance of 559.95 feet to a set 1/2" rebar; THENCE N 51 degrees 37 minutes 49 seconds East for a distance of 15.89 feet to a point; THENCE North 37 degrees 37 minutes 30 seconds West for a distance of 217.46 to a point, said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE North 37 degrees 37 minutes 30 seconds West for a distance of 10.00 feet to a point;

THENCE North 81 degrees 45 minutes 33 seconds East for a distance of 132.16 feet to a point;

THENCE North 39 degrees 10 minutes 56 seconds West for a distance of 11.66 feet to a point;

THENCE North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a point;

THENCE continuing North 50 degrees 49 minutes 04 seconds East for a distance of 5.00 feet to a point;

THENCE South 39 degrees 10 minutes 56 seconds East for a distance of 21.50 feet to a point;

THENCE South 51 degrees 37 minutes 37 seconds West for a distance of 142.43 feet to a point and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.035 acres and is shown as a ingress/egress easement to the Billboard Parcel on a survey for Eckerd Corporation by Moreland Altobelli Assoc. dated 2-25-03 and being last revised on 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314, 13th District-South Half, 1st Section of Dawson County, Georgia and being more particularly described as follows:

Beginning at a found 1/2" rebar at the corner common to Land Lots 314, 315, 342, and 343; Thence North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to a set 1/2" rebar, said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE North 38 degrees 22 minutes 11 seconds West for a distance of 280.51 feet to a set 1/2" rebar on the southeasterly right-of-way of Georgia 400;

THENCE continuing along said southeasterly right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 5.31 feet to a point;

THENCE continuing along said southeasterly right-of-way along a curve to the left having a radius of 5909.58 feet and an arc length of 14.22 feet, being subtended by a chord of North 53 degrees 02 minutes 36 seconds East for a distance of 14.22 feet to a point;

THENCE leaving said southeasterly right-of-way of Georgia 400 South 37 degrees 37 minutes 30 seconds East for a distance of 280.05 feet to a point;

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 15.69 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.114 acres and is shown as a portion of a 40' wide ingress/egress easement on a survey for Eckerd Corporation by Moreland Altobelli Assoc. dated 2-25-03 and being last revised on 6-25-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

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## LAND OF HIGSMITH

## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 314, 13th District-South Half, 1st Section of Dawson County, Georgia and being more particularly described as follows:

Beginning at a found 1/2" rebar at the corner common to Land Lots 314, 315, 342, and 343; Thence North 24 degrees 11 minutes 10 seconds West for a distance of 559.85 feet to a set 1/2" rebar, said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE South 51 degrees 37 minutes 49 seconds West for a distance of 24.11 feet to a point;

THENCE North 37 degrees 37 minutes 30 seconds West for a distance of 281.06 feet to a point on the southeasterly right-of-way of Georgia 400;

THENCE continuing along said southeasterly right-of-way North 53 degrees 05 minutes 58 seconds East for a distance of 20.46 feet to a set 1/2" rebar;

THENCE leaving said southeasterly right-of-way of Georgia 400 South 38 degrees 22 minutes 11 seconds East for a distance of 280.51 feet to a set 1/2" rebar and THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.144 acres and is shown as a portion of a 40' wide ingress/egress easement on a survey for Eckerd Corporation by Moreland Altobelli Assoc. dated 2-28-03 and being last revised on 6-23-03. Said survey is incorporated herein by specific reference for a more complete and accurate description.

g:\data\survey\95g242\maindrive-out-leg.txt

EXHIBIT " D "





To:

Walgreens Boots Alliance, Inc.  
108 Wilmot Road  
Deerfield  
Illinois, 60015

October 17, 2017

**Re: Utilization of \$1 Billion Term Loan Credit Agreement from August 24, 2017 to October 17, 2017**

We refer to a term loan credit agreement dated August 24, 2017 among Walgreens Boots Alliance, Inc. and Sumitomo Mitsui Banking Corporation as filed with the Securities and Exchange Commission, on August 30, 2017, on a form 8-K as Exhibit 10.2 and appended to this letter (the "Term Loan Credit Agreement").

Terms defined within the Term Loan Credit Agreement have the same meaning in this letter unless stated otherwise.

We hereby confirm, as Administrative Agent to the Term Loan Credit Agreement, that from August 24, 2017 to October 17, 2017:

- an Aggregate Commitment of One Billion Dollars (\$1,000,000,000) was available
- as of the date herein, the entire one billion (\$1,000,000,000) is available for advance

Yours sincerely,

James D. Weinstein  
Managing Director  
Sumitomo Mitsui Banking Corporation

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of the date set forth on Schedule 1 attached hereto (this "Bill of Sale, Assignment and Assumption Agreement"), by and among Rite Aid Corporation, a Delaware corporation (the "Company"), the Company subsidiaries listed on Schedule 1 attached hereto (each an "Assignor" and collectively, the "Assignors") and Walgreen Co., an Illinois corporation ("Assignee"). This Bill of Sale, Assignment and Assumption Agreement shall be effective as of 12:00:01 AM local time, with respect to each of the Acquired Stores identified on Schedule 1 attached hereto, on the date set forth on Schedule 1 attached hereto, subject to the satisfaction or waiver (as permitted) of the conditions set forth in the Purchase Agreement at the Closing (as defined in the Purchase Agreement) for the Acquired Stores listed on Schedule 1 attached hereto (such time, the "Effective Time").

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Amended and Restated Asset Purchase Agreement (as it may be amended, amended and restated, modified or otherwise supplemented from time to time, the "Purchase Agreement"), dated as of September 18, 2017, by and among the Company, Walgreens Boots Alliance, Inc., a Delaware corporation (solely for the purposes specified therein) ("Parent"), and Assignee.

**WHEREAS**, pursuant to this Bill of Sale, Assignment and Assumption Agreement, the Assignors shall, and shall cause their Affiliates to, sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (except for Permitted Liens), and Assignee shall purchase and accept from the Assignors and their Affiliates, free and clear of all Liens (except for Permitted Liens), all right, title and interest of the Assignors and their Affiliates in, to and under the Purchased Assets relating to the Acquired Stores identified on Schedule 1 attached hereto, and Assignee shall assume, pay, discharge and perform as required under the Assumed Liabilities relating to the Acquired Stores identified on Schedule 1 attached hereto.

**NOW, THEREFORE**, in consideration of the premises and covenants hereinafter contained, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto desire to enter into this Bill of Sale, Assignment and Assumption Agreement on the terms set forth herein.

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Assignors do, and cause their Affiliates to, subject to the satisfaction or waiver (as permitted) of the conditions set forth in the Purchase Agreement at the Closing for the Acquired Stores listed on Schedule 1 attached hereto, hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (except for Permitted Liens), and Assignee does hereby purchase from the Assignors and their Affiliates, free and clear of all Liens (except for Permitted Liens), all right, title and interest of the Assignors and their Affiliates in, to and under the Purchased Assets relating to the Acquired Stores identified on Schedule 1 attached hereto, in each case as of the Effective Time,

**TO HAVE AND TO HOLD** the same, unto Assignee, its successors and assigns forever, absolutely and unconditionally.

Notwithstanding any other provision of this Bill of Sale, Assignment and Assumption Agreement to the contrary, this Bill of Sale, Assignment and Assumption Agreement shall not constitute an agreement to assign or transfer any Acquired Lease, Permit or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of any applicable third party (including any Governmental Entity), would constitute a breach or other contravention thereof, a violation of Law or would in any way adversely affect the rights of Assignee or any of the Assignors (as applicable).

Assignee hereby assumes and agrees to pay, discharge and perform in accordance with their terms all of the Assumed Liabilities to be assumed as of the Closing Date.

The respective rights of the Assignors, on the one hand, and Assignee, on the other, with respect to the Purchased Assets sold, transferred, assigned, conveyed and delivered hereby and the Assumed Liabilities shall be governed exclusively by the Purchase Agreement, and nothing in this Bill of Sale, Assignment and Assumption Agreement shall alter any liability of the Assignors or Assignee arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern the representations, warranties, covenants, agreements and liabilities of the parties with respect to the Purchased Assets and the Assumed Liabilities. For the avoidance of doubt, Assignee hereby agrees and acknowledges that nothing in this Bill of Sale, Assignment and Assumption Agreement shall be deemed to constitute, any representation or warranty, express or implied, with respect to any Purchased Asset or Assumed Liability, and except as expressly set forth in the Purchase Agreement Assignee shall acquire the Purchased Assets and the Assumed Liabilities without any representation or warranty, express or implied, as to merchantability, satisfactory quality or fitness for any particular purpose, in "as is" condition and on a "where is" basis but free and clear of all Liens (except for Permitted Liens). If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Bill of Sale, Assignment and Assumption Agreement, the provisions of the Purchase Agreement shall govern.

This Bill of Sale, Assignment and Assumption Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their successors and permitted assigns. Nothing in this Bill of Sale, Assignment and Assumption Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period. No party may assign any of its rights or obligations under this Bill of Sale, Assignment and Assumption Agreement except (i) as may be permitted under Section 10.7 of the Purchase Agreement or (ii) with the prior written consent of the other parties.

This Bill of Sale, Assignment and Assumption Agreement, and any Proceeding in any way arising out of or relating to this Bill of Sale, Assignment and Assumption Agreement, the negotiation, execution or performance of this Bill of Sale, Assignment and Assumption Agreement, the transactions contemplated hereby or thereby or the legal relationship of the parties hereto (whether at law or in equity, and whether in contract or in tort or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to choice of law principles thereof).

Each of the parties hereto irrevocably (a) consents to submit itself to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any Delaware state or federal court within the State of Delaware), in connection with any matter based upon or arising out of this Bill of Sale, Assignment and Assumption Agreement or any of the transactions contemplated by this Bill of Sale, Assignment and Assumption Agreement or the actions of the Assignors or Assignee in the negotiation, administration, performance and enforcement hereof and thereof, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Bill of Sale, Assignment and Assumption Agreement or any of the transactions contemplated by this Bill of Sale, Assignment and Assumption Agreement in any court other than the courts of the State of Delaware, as described above, and (d) consents to service being made through the notice procedures set forth in Section 10.4 of the Purchase Agreement (and the Assignors other than the Company consent to service being made at the address for the Company set forth in Section 10.4 of the Purchase Agreement). Each of the Assignors and Assignee hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 10.4 of the Purchase Agreement shall be effective service of process for any suit or proceeding in connection with this Bill of Sale, Assignment and Assumption Agreement or the transactions contemplated hereby (and the Assignors other than the Company agree that service of any process, summons, notice or document by U.S. registered mail to the address of the Company set forth in Section 10.4 of the Purchase Agreement shall be effective service of process with respect to each of the Assignors). Each party hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Proceeding with respect to this Bill of Sale, Assignment and Assumption Agreement, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this paragraph, that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable Law, that the Proceeding in any such court is brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Bill of Sale, Assignment and Assumption Agreement, or the subject matter hereof or thereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable Law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each party hereto agrees that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment.

No provision of this Bill of Sale, Assignment and Assumption Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties to this Bill of Sale, Assignment and Assumption Agreement.

If any term or other provision of this Bill of Sale, Assignment and Assumption Agreement is found by a court of competent jurisdiction to be invalid, illegal or incapable of

being enforced by any rule of Law or public policy, all other conditions and provisions of this Bill of Sale, Assignment and Assumption Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Bill of Sale, Assignment and Assumption Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner to the end that the transactions contemplated hereby are completed as originally contemplated to the fullest extent possible.

This Bill of Sale, Assignment and Assumption Agreement may be executed in counterparts, and by the different parties to this Bill of Sale, Assignment and Assumption Agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale, Assignment and Assumption Agreement by facsimile or .pdf shall be as effective as delivery of a manually executed counterpart of this Bill of Sale, Assignment and Assumption Agreement.

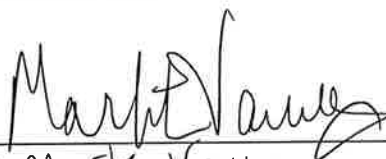
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IN WITNESS WHEREOF, Assignee and the Assignors have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first above written.

**ASSIGNEE:**

**WALGREEN CO.**

HSD

By:   
Name: Mark Valisi  
Title: SVP, WMA M&A

**ASSIGNORS:**

**RITE AID CORPORATION**

By:   
Name: James J. Comitale  
Title: Senior Vice President, General Counsel & Secretary

**MAXI DRUG, INC.**

By:   
Name: James J. Comitale  
Title: Senior Vice President & Assistant Secretary


**RITE AID OF CONNECTICUT, INC.**

By:   
Name: James J. Comitale  
Title: Senior Vice President & Assistant Secretary

**RITE AID OF VIRGINIA, INC.**

By:   
Name: James J. Comitale  
Title: Senior Vice President & Assistant Secretary

**ECKERD CORPORATION**

By:   
Name: James J. Comitale  
Title: Senior Vice President & Assistant Secretary



**Schedule 1**

| <b>Store #</b> | <b>Street Address</b>          | <b>City</b>   | <b>Zip Code</b> | <b>Issuing Authority</b>         | <b>Closing Dates</b> |
|----------------|--------------------------------|---------------|-----------------|----------------------------------|----------------------|
| 1578           | 191 NORTH CHURCH STREET        | Homerville    | 31634-2449      | Homerville City                  | 3/1/2017             |
| 1671           | 1103 WEST SCREVEN STREET       | Quitman       | 31643-1815      | Quitman City                     | 3/1/2018             |
| 3242           | 8 SURREY PLZ                   | Hawkinsville  | 31036-4633      | Hawkinsville City                | 3/14/2018            |
| 3473           | 120 CURRY STREET NE            | Pelham        | 31779-1311      | Pelham City                      | 3/14/2018            |
| 4573           | 3537 HIGHWAY 84                | Blackshear    | 31516-1859      | Blackshear City                  | 3/1/2018             |
| 11689          | 1085 PEACHTREE INDUSTRIAL BLVD | Suwanee       | 30024-1919      | Suwanee City                     | 3/1/2018             |
| 11746          | 3687 HIGHWAY 5                 | Douglasville  | 30135-2385      | Douglas County                   | 3/7/2018             |
| 11747          | 2710 HIGHWAY 92                | Douglasville  | 30135-2942      | Douglas County                   | 3/7/2018             |
| 11748          | 2981 CHAPEL HILL ROAD          | Douglasville  | 30135-1763      | Douglasville City                | 3/7/2018             |
| 11756          | 62 INDUSTRIAL BLVD             | Villa Rica    | 30180-1545      | Villa Rica City                  | 3/7/2018             |
| 11758          | 5329 OLD HWY 5                 | Holly Springs | 30188-2431      | Holly Springs City               | 3/7/2018             |
| 11805          | 556 NORTHSIDE DRIVE            | Statesboro    | 30458-2191      | Statesboro City                  | 3/1/2018             |
| 11811          | 4470 NELSON BROGDON BLVD.      | Sugar Hill    | 30518-3477      | Sugar Hill City                  | 3/1/2018             |
| 11815          | 566 EAST MAIN STREET           | Dahlonega     | 30533-0530      | Dahlonega City                   | 3/7/2018             |
| 11816          | 204 DAWSON VILLAGE WAY SOUTH   | Dawsonville   | 30534-6833      | Dawson County                    | 3/7/2018             |
| 11829          | 1320 CLEVELAND HIGHWAY         | Dalton        | 30721-6831      | Dalton City                      | 3/7/2018             |
| 11831          | 2501 TOBACCO ROAD              | Hephzibah     | 30815-7391      | Augusta Richmond County          | 3/1/2018             |
| 11832          | 1505 WALTON WAY                | Augusta       | 30904-3701      | Augusta Richmond County          | 3/1/2018             |
| 11834          | 2803 WRIGHTSBORO ROAD-SUITE 17 | Augusta       | 30909-3917      | Augusta Richmond County          | 3/1/2018             |
| 11836          | 3650 WHEELER ROAD              | Augusta       | 30909-6520      | Augusta Richmond County          | 3/1/2018             |
| 11842          | 892 PIERCE AVENUE              | Macon         | 31204-1531      | Macon-Bibb County                | 3/14/2018            |
| 11862          | 3472 MACON ROAD                | Columbus      | 31907-2528      | Columbus Consolidated Government | 3/14/2018            |

Schedule 1

| Store # | Street Address              | City          | Zip Code   | Issuing Authority                | Closing Dates |
|---------|-----------------------------|---------------|------------|----------------------------------|---------------|
| 11863   | 2801 DOUBLE CHURCHES RD.    | Columbus      | 31909-2748 | Columbus Consolidated Government | 3/14/2018     |
| 1444    | 804 EAST WINTHROPE AVENUE   | Millen        | 30442-1838 | Millen City                      | 3/1/2018      |
| 1499    | 402 S. DOWNING MUSGROVE     | Glennville    | 30427-1772 | Glennville City                  | 3/1/2018      |
| 1631    | 74 NORTH SCOTT STREET       | Camilla       | 31730-1247 | Camilla City                     | 3/14/2018     |
| 1642    | 100 SOUTH HIGHWAY I-29      | Hogansville   | 30230-1142 | Hogansville City                 | 3/14/2018     |
| 1753    | 859 FRANKLIN SPRINGS STREET | Royston       | 30662-3931 | Royston City                     | 3/1/2018      |
| 1892    | 211 WEST COLLEGE STREET     | Colquitt      | 39837-3403 | Colquitt City                    | 3/14/2018     |
| 1906    | 13387 JONES STREET          | Lavonia       | 30553-1164 | Lavonia City                     | 3/1/2018      |
| 3340    | 100 WEST 3RD STREET         | Donalsonville | 39845-1506 | Donalsonville City               | 3/14/2018     |
| 4751    | 910 SOUTH WALL STREET       | Calhoun       | 30701-2620 | Calhoun City                     | 3/7/2018      |
| 11676   | 142 SOUTH MAIN STREET       | Alpharetta    | 30004-1912 | Alpharetta City                  | 3/7/2018      |
| 11679   | 4975 WINDWARD PARKWAY       | Alpharetta    | 30004-8558 | Alpharetta City                  | 3/7/2018      |
| 11696   | 2323 CANTON HIGHWAY         | Cumming       | 30040-4322 | Forsyth County                   | 3/7/2018      |
| 11697   | 2820 KEITH BRIDGE RD.       | Cumming       | 30041-3935 | Forsyth County                   | 3/7/2018      |
| 11711   | 2200 ROSWELL ROAD           | Marietta      | 30062-2983 | Cobb County                      | 3/7/2018      |
| 11712   | 3028 SHALLOWFORD RD         | Marietta      | 30062-1252 | Cobb County                      | 3/7/2018      |
| 11716   | 4815 CANTON ROAD.           | Marietta      | 30066-3251 | Cobb County                      | 3/7/2018      |
| 11725   | 2113 SOUTH COBB DRIVE       | Smyrna        | 30080-1347 | Smyrna City                      | 3/7/2018      |
| 11733   | 1775 MARS HILL ROAD         | Acworth       | 30101-4516 | Cobb County                      | 3/7/2018      |
| 11737   | 2017 MARIETTA HIGHWAY       | Canton        | 30114-4002 | Canton City                      | 3/7/2018      |
| 11739   | 954 JOE FRANK HARRIS PKWY   | Cartersville  | 30120-2129 | Cartersville City                | 3/7/2018      |
| 11745   | 4692 RIDGE ROAD             | Douglasville  | 30134-6150 | Paulding County                  | 3/7/2018      |
| 11751   | 4283 WADE GREEN RD. N.W     | Kennesaw      | 30144-1244 | Cobb County                      | 3/7/2018      |
| 11753   | 76 EAST PAULDING DRIVE      | Dallas        | 30157-1401 | Paulding County                  | 3/7/2018      |
| 11761   | 800 GLYNN STREET NORTH      | Fayetteville  | 30214-7360 | Fayetteville City                | 3/14/2018     |
| 11762   | 975 HWY 54 WEST             | Fayetteville  | 30214-4500 | Fayetteville City                | 3/14/2018     |
| 11763   | 894 HIGHWAY 85 SOUTH        | Fayetteville  | 30215-2001 | Fayetteville City                | 3/14/2018     |

**Schedule 1**

| <b>Store #</b> | <b>Street Address</b>        | <b>City</b>    | <b>Zip Code</b> | <b>Issuing Authority</b> | <b>Closing Dates</b> |
|----------------|------------------------------|----------------|-----------------|--------------------------|----------------------|
| 11768          | 1638 HIGHWAY 138 S.E.        | Jonesboro      | 30236-3800      | Clayton County           | 3/14/2018            |
| 11771          | 2125 HIGHWAY 155 N           | McDonough      | 30252-4809      | Henry County             | 3/14/2018            |
| 11776          | 211 TEMPLE AVENUE            | Newnan         | 30263-1328      | Newnan City              | 3/14/2018            |
| 11781          | 6456 HIGHWAY 42              | Rex            | 30273-1728      | Clayton County           | 3/14/2018            |
| 11787          | 833 FOREST PARKWAY           | Forest Park    | 30297-2210      | Forest Park City         | 3/14/2018            |
| 11800          | 2498 CUMBERLAND PARKWAY SE   | Atlanta        | 30339-4502      | Cobb County              | 3/7/2018             |
| 11813          | 379 NORTH MAIN STREET        | Cleveland      | 30528-1127      | Cleveland City           | 3/7/2018             |
| 11817          | 192 1ST AVENUE               | East Ellijay   | 30540-8101      | East Ellijay City        | 3/7/2018             |
| 11818          | 5915 SPOUT SPRINGS RD        | Flowery Branch | 30542-3450      | Flowery Branch City      | 3/1/2018             |
| 11828          | 1101 RED BUD ROAD.           | Calhoun        | 30701-9278      | Calhoun City             | 3/7/2018             |
| 11833          | 377 FURYS FERRY ROAD         | Martinez       | 30907-3047      | Columbia County          | 3/1/2018             |
| 1428           | 305 WEST OGEECHEE STREET     | Sylvania       | 30467-1985      | Sylvania City            | 3/1/2018             |
| 1449           | 730 SOUTH LEWIS STREET       | Metter         | 30439-5127      | Metter City              | 3/1/2018             |
| 1502           | 1038 WEST HIGHWAY 80         | Pooler         | 31322-2114      | Pooler City              | 3/1/2018             |
| 1555           | 4242 SECOND STREET N         | Folkston       | 31537-9367      | Folkston City            | 3/1/2018             |
| 1559           | 305 WEST MAIN STREET         | Manchester     | 31816-1656      | Manchester City          | 3/14/2018            |
| 1604           | 202 NORTH MAIN STREET        | Greensboro     | 30642-1110      | Greensboro City          | 3/1/2018             |
| 1629           | 301 SOUTH BROAD STREET       | Thomasville    | 31792-5546      | Thomasville City         | 3/14/2018            |
| 1673           | 715 WEST FOURTH STREET       | Adel           | 31620-2657      | Adel City                | 3/1/2018             |
| 1915           | 650 EAST WASHINGTON AVENUE   | Ashburn        | 31714-5316      | Ashburn City             | 3/14/2018            |
| 1974           | 701 RIVERSIDE AVENUE SUITE B | Waycross       | 31501-5335      | Waycross City            | 3/1/2018             |
| 3245           | 1305 WASHINGTON ST POB 885   | Jefferson      | 30549-0885      | Jefferson City           | 3/1/2018             |
| 3254           | 611 WEST CLINTON STREET      | Gray           | 31032-0746      | Gray City                | 3/1/2018             |
| 3475           | 380 GENERAL DANIEL AVENUE N  | Danielsville   | 30633-0359      | Danielsville City        | 3/1/2018             |
| 4557           | 363 BLUE RIDGE STREET        | Blairsville    | 30512-3574      | Blairsville City         | 3/7/2018             |
| 4603           | 496 HIGHWAY 84 EAST          | Cairo          | 39828-1647      | Cairo City               | 3/14/2018            |

**Schedule 1**

| <b>Store #</b> | <b>Street Address</b>          | <b>City</b>    | <b>Zip Code</b> | <b>Issuing Authority</b> | <b>Closing Dates</b> |
|----------------|--------------------------------|----------------|-----------------|--------------------------|----------------------|
| 11682          | 2240 SALEM ROAD SE             | Conyers        | 30013-1843      | Rockdale County          | 3/1/2018             |
| 11683          | 3531 A HIGHWAY 20 SE           | Conyers        | 30013-2879      | Rockdale County          | 3/1/2018             |
| 11684          | 3215 HIGHWAY 278 NW            | Covington      | 30014-2202      | Covington City           | 3/1/2018             |
| 11693          | 4855 FLAT SHOALS PARKWAY       | Decatur        | 30034-5208      | DeKalb County            | 3/1/2018             |
| 11694          | 3140 TURNER HILL ROAD.         | Lithonia       | 30038-2530      | DeKalb County            | 3/1/2018             |
| 11695          | 3295 HIGHWAY 124               | Snellville     | 30039-6113      | Gwinnett County          | 3/1/2018             |
| 11703          | 2979 FIVE FORKS TRICKUM ROAD   | Lawrenceville  | 30044-5873      | Gwinnett County          | 3/1/2018             |
| 11706          | 4101 FIVE FORKS TRICKUM ROAD   | Lilburn        | 30047-3129      | Gwinnett County          | 3/1/2018             |
| 11720          | 5505 BUFORD HIGHWAY NW         | Norcross       | 30071-3901      | Norcross City            | 3/1/2018             |
| 11726          | 4005 LAWRENCEVILLE HIGHWAY     | Tucker         | 30084-4620      | Tucker City              | 3/1/2018             |
| 11730          | 2325 PLEASANT HILL ROAD        | Duluth         | 30096-1709      | Gwinnett County          | 3/1/2018             |
| 11734          | 4890 CHEROKEE STREET           | Acworth        | 30101-4902      | Acworth City             | 3/7/2018             |
| 11738          | 125 SOUTH PARK STREET          | Carrollton     | 30117-3241      | Carrollton City          | 3/7/2018             |
| 11741          | 633 NORTH MAIN STREET          | Cedartown      | 30125-2359      | Cedartown City           | 3/7/2018             |
| 11743          | 4481 HIRAM-LITHIA SPRINGS ROAD | Powder Springs | 30127-3024      | Powder Springs City      | 3/7/2018             |
| 11754          | 2005 MAPLE STREET SW           | Rome           | 30161-6763      | Rome City                | 3/7/2018             |
| 11755          | 15 NORTH DIVISION STREET NW    | Rome           | 30165-2327      | Rome City                | 3/7/2018             |
| 11757          | 12075 HIGHWAY 92               | Woodstock      | 30188-4499      | Woodstock City           | 3/7/2018             |
| 11764          | 1475 NORTH EXPRESSWAY          | Griffin        | 30223-1776      | Griffin City             | 3/14/2018            |
| 11766          | 405 SOUTH HILL STREET          | Griffin        | 30224-4225      | Griffin City             | 3/14/2018            |
| 11769          | 900-K HOGANSVILLE ROAD         | La Grange      | 30241-1441      | LaGrange City            | 3/14/2018            |
| 11773          | 961 HWY 20/81 WEST             | McDonough      | 30253-6517      | McDonough City           | 3/14/2018            |
| 11777          | 3055 EAST HIGHWAY 34           | Newnan         | 30265-2179      | Coweta County            | 3/14/2018            |
| 11778          | 2228 HIGHWAY 54 EAST           | Peachtree City | 30269-1524      | Peachtree City City      | 3/14/2018            |
| 11779          | 101 CITY CIRCLE                | Peachtree City | 30269-3118      | Peachtree City City      | 3/14/2018            |

Schedule 1

| Store # | Street Address                | City          | Zip Code   | Issuing Authority    | Closing Dates |
|---------|-------------------------------|---------------|------------|----------------------|---------------|
| 11784   | 440 COUNTRY CLUB DRIVE        | Stockbridge   | 30281-7341 | Stockbridge City     | 3/14/2018     |
| 11785   | 708 NORTH CHURCH STREET       | Thomaston     | 30286-3613 | Thomaston City       | 3/14/2018     |
| 11786   | 525 VALLEYWOOD DRIVE          | Tyrone        | 30290-2449 | Tyrone City          | 3/14/2018     |
| 11789   | 1799 BRIARCLIFF ROAD          | Atlanta       | 30306-2142 | DeKalb County        | 3/1/2018      |
| 11796   | 1100 HAMMOND DRIVE            | Sandy Springs | 30328-8198 | Sandy Springs City   | 3/7/2018      |
| 11802   | 3549 CHAMBLEE-TUCKER ROAD     | Chamblee      | 30341-4409 | DeKalb County        | 3/1/2018      |
| 11806   | 1108 EAST FIRST STREET        | Vidalia       | 30474-4206 | Vidalia City         | 3/1/2018      |
| 11807   | 599 SOUTH ENOTA DRIVE         | Gainesville   | 30501-2545 | Gainesville City     | 3/7/2018      |
| 305     | 3640 MUNDY MILL ROAD          | Oakwood       | 30504-8218 | Oakwood City         | 3/1/2018      |
| 11809   | 2925 BROWNS BRIDGE ROAD       | Gainesville   | 30504-5505 | Gainesville City     | 3/7/2018      |
| 11810   | 3320 THOMPSON BRIDGE ROAD     | Gainesville   | 30506-1514 | Gainesville City     | 3/7/2018      |
| 11812   | 3330 HAMILTON MILL ROAD.      | Buford        | 30519-4005 | Gwinnett County      | 3/1/2018      |
| 11814   | 189 QUALITY FOOD SHOPPING CTR | Cornelia      | 30531-5788 | Cornelia City        | 3/7/2018      |
| 11819   | 1156 BIG A ROAD               | Toccoa        | 30577-6011 | Toccoa City          | 3/7/2018      |
| 11823   | 2435 JEFFERSON ROAD           | Athens        | 30607-1202 | Athens-Clarke County | 3/1/2018      |
| 11824   | 1770 EATONTON HIGHWAY         | Madison       | 30650-4638 | Madison City         | 3/1/2018      |
| 11825   | 703 WEST SPRING STREET        | Monroe        | 30655-1789 | Monroe City          | 3/1/2018      |
| 11827   | 39 EAST MAY STREET, SUITE 1   | Winder        | 30680-1921 | Winder City          | 3/1/2018      |
| 11837   | 2000 VETERANS BLVD.           | Dublin        | 31021-3030 | Dublin City          | 3/1/2018      |
| 11839   | 2400 N. COLUMBIA STREET # 13  | Milledgeville | 31061-2069 | Milledgeville City   | 3/1/2018      |
| 11841   | 1331 GREEN STREET             | Warner Robins | 31093-2749 | Warner Robins City   | 3/14/2018     |
| 11846   | 4600 HABERSHAM STREET         | Savannah      | 31405-4213 | Savannah City        | 3/1/2018      |
| 11848   | 10402 ABERCORN STREET         | Savannah      | 31419-1138 | Savannah City        | 3/1/2018      |
| 11849   | 1803 KNIGHT AVENUE            | Waycross      | 31501-8018 | Waycross City        | 3/1/2018      |
| 11850   | 3487 CYPRESS MILL ROAD        | Brunswick     | 31520-2857 | Brunswick City       | 3/1/2018      |
| 11853   | 3200 NORTH OAK ST. EXTENSION  | Valdosta      | 31605-6473 | Valdosta City        | 3/1/2018      |

Schedule 1

| Store # | Street Address                | City           | Zip Code   | Issuing Authority     | Closing Dates |
|---------|-------------------------------|----------------|------------|-----------------------|---------------|
| 11854   | 300 SOUTH SLAPPEY BLVD.       | Albany         | 31701-2606 | Albany City           | 3/14/2018     |
| 11855   | 2425 NORTH SLAPPEY BLVD.      | Albany         | 31701-1009 | Albany City           | 3/14/2018     |
| 11856   | 2400 SYLVESTER ROAD           | Albany         | 31705-2469 | Albany City           | 3/14/2018     |
| 11857   | 2400 DAWSON ROAD              | Albany         | 31707-2314 | Albany City           | 3/14/2018     |
| 11858   | 1442 EAST LAMAR STREET        | Americus       | 31709-3845 | Americus City         | 3/14/2018     |
| 117780  | 1232 SOUTH HWY 74             | Peachtree City | 30269-3072 | Peachtree City City   | 3/14/2018     |
| 1826    | 128 LOVVORN AVENUE            | Bowdon         | 30108-1000 | Bowdon City           | 3/7/2018      |
| 3767    | 701 SOUTH PIERCE STREET       | Alma           | 31510-3217 | Alma City             | 3/1/2018      |
| 4553    | 2 WEST MAIN STREET            | Claxton        | 30417-1752 | Claxton City          | 3/1/2018      |
| 11677   | 12155 HOUZE ROAD              | Alpharetta     | 30004-6647 | Roswell City          | 3/7/2018      |
| 11680   | 11855 JONES BRIDGE ROAD       | Johns Creek    | 30005-5042 | Johns Creek City      | 3/7/2018      |
| 11686   | 2580 WINDER HIGHWAY           | Dacula         | 30019-1328 | Dacula City           | 3/1/2018      |
| 11687   | 3719 OLD ALABAMA ROAD         | Johns Creek    | 30022-8675 | Johns Creek City      | 3/7/2018      |
| 11690   | 4110 MEMORIAL DRIVE           | Decatur        | 30032-1803 | Avondale Estates City | 3/1/2018      |
| 11709   | 780 CHURCH STREET             | Marietta       | 30060-7269 | Marietta City         | 3/7/2018      |
| 11713   | 731 WHITLOCK AVENUE SW        | Marietta       | 30064-3033 | Marietta City         | 3/7/2018      |
| 11731   | 10820 ABBOTTS BRIDGE ROAD     | Johns Creek    | 30097-5793 | Johns Creek City      | 3/7/2018      |
| 11749   | 4442 JIMMY LEE SMITH PKWY.    | Hiram          | 30141-2724 | Hiram City            | 3/7/2018      |
| 11782   | 6690 HIGHWAY 85 SOUTH         | Riverdale      | 30274-2376 | Riverdale City        | 3/14/2018     |
| 11798   | 5556 CHAMBLEE-DUNWOODY ROAD   | Dunwoody       | 30338-4111 | Dunwoody City         | 3/7/2018      |
| 11799   | 4621 NORTH SHALLOWFORD ROAD   | Dunwoody       | 30338-6303 | Dunwoody City         | 3/7/2018      |
| 11801   | 3964 PEACHTREE ROAD NORTHEAST | Atlanta        | 30319-3304 | Brookhaven City       | 3/7/2018      |
| 11838   | 2900 WATSON BLVD.             | Centerville    | 31028-1171 | Centerville City      | 3/14/2018     |
| 11859   | 162 OCILLA HIGHWAY, SUITE C   | Fitzgerald     | 31750-3744 | Fitzgerald City       | 3/1/2018      |

# J.P.Morgan

Mr. Lance Franke  
Senior Counsel, Integration Management  
Walgreens Boots Alliance, Inc.  
108 Wilmot Road  
Deerfield, Illinois, 60015

October 17, 2017

**Re: \$1 Billion Revolving Credit Agreement**

We refer to a Revolving Credit Agreement dated February 1, 2017, and as amended August 1, 2017, among Walgreens Boots Alliance, Inc. and certain lenders as filed with the Securities and Exchange Commission, on February 2, 2017, on a form 8-K as Exhibit 10.3 and appended to this letter (the "Revolving Credit Agreement").

Terms defined within the Revolving Credit Agreement have the same meaning in this letter unless stated otherwise.

We hereby confirm, as Administrative Agent to the Revolving Credit Agreement, that from February 1, 2017 to October 17, 2017:

- the Aggregate Commitment is One Billion Dollars (\$1,000,000,000)
- as of the date herein, the entire one billion (\$1,000,000,000) is available for advance

Yours sincerely,

JPMORGAN CHASE BANK, N.A.,

By:



Name: Dawn Lee Lum

Title: Executive Director



**Bank of America, N.A.**  
540 West Madison Street  
Mall: IL4-540-22-23  
Chicago, IL 60661

**Wholesale Credit  
Consumer & Retail Group**

**J. Casey Cosgrove**  
Director  
P: 312.828.3092  
E: [casey.cosgrove@baml.com](mailto:casey.cosgrove@baml.com)

October 17, 2017

Walgreens Boots Alliance, Inc.  
108 Wilmot Road  
Deerfield, Illinois 60015

**Re: Utilization of Revolving Credit Agreement from November 10, 2014 to  
October 17, 2017**

We refer to a revolving credit agreement dated November 10, 2014 among Walgreen Co, Walgreens Boots Alliance, Inc. and certain lenders as filed with the Securities and Exchange Commission, on November 12, 2014, on a form 8-K as Exhibit 10.2 and appended to this letter (the "Revolving Credit Agreement").

Terms defined within the Revolving Credit Agreement have the same meaning in this letter unless stated otherwise.

We hereby confirm, as Administrative Agent to the Revolving Credit Agreement, that November 10, 2014 to October 17, 2017:

- an Aggregate Commitment of Three Billion Dollars (\$3,000,000,000) was available
- as of the date herein, the entire three billion (\$3,000,000,000) is available for advance

Yours sincerely,

J. Casey Cosgrove  
Director



Bank of America



**Bank of America, N.A.**  
540 West Madison Street  
Mail: IL4-540-22-23  
Chicago, IL 60661

**Wholesale Credit  
Consumer & Retail Group**

**J. Casey Cosgrove**  
Director  
P: 312.828.3092  
E: [casey.cosgrove@bna.com](mailto:casey.cosgrove@bna.com)

October 17, 2017

Walgreens Boots Alliance, Inc.  
108 Wilmot Road  
Deerfield, Illinois 60015

**Re: Utilization of Revolving Credit Agreement from August 24, 2017 to  
October 17, 2017**

We refer to a revolving credit agreement dated August 24, 2017 among Walgreens Boots Alliance, Inc. and certain lenders as filed with the Securities and Exchange Commission, on August 30, 2017, on a form 8-K as Exhibit 10.1 and appended to this letter (the "Revolving Credit Agreement").

Terms defined within the Revolving Credit Agreement have the same meaning in this letter unless stated otherwise.

We hereby confirm, as Administrative Agent to the Revolving Credit Agreement, that August 24, 2017 to October 17, 2017:

- an Aggregate Commitment of One Billion Dollars (\$1,000,000,000) was available
- as of the date herein, the entire one billion (\$1,000,000,000) is available for advance

Yours sincerely,

A handwritten signature in black ink, appearing to read "J. Casey Cosgrove", written over a horizontal line.

J. Casey Cosgrove  
Director



**DAWSON COUNTY, GEORGIA**

**Business License**

**License Number: LIC-12-17-22153**

**March  
2019**

Type of Business

Pharmacy - 446110

VALID ONLY FOR THE BUSINESS SHOWN

Name

Walgreen Co dba Rite Aid #11816

204 Dawson Village Way S

Dawsonville GA 30534

Location

FOR OPERATION IN UNINCORPORATED AREAS,  
SUBJECT TO ALL ZONING RESTRICTIONS AND  
ALL OTHER RESOLUTIONS OF THE BOARD OF  
COMMISSIONERS, DAWSON COUNTY, GEORGIA

Fee Paid: \$175.00

Date Issued: 12/19/2017

Expires: March 07, 2019

THIS LICENSE IS NOT TRANSFERABLE  
DISPLAY IN A CONSPICUOUS PLACE

  
LICENSE OFFICER

**Backup material for agenda item:**

1. AVR 17-06- Dwarkesh Inc. has made a request to appeal the Planning Director's approval of AVR 17-06 - To vary from the Land Use Resolution, Article IV, Section 400.A for a 10-foot front setback reduction along SR 53 and a 5-foot front setback reduction along War Hill Park Road to allow for the construction of a gas pump canopy. The property is located on TMP 115-060 and is zoned CHB (Commercial Highway Business).



**T E A G U E & C H A M B L E S S**

*Attorneys at Law*

**STUART TEAGUE**

**KEISHA MARTIN CHAMBLESS**

December 21, 2017

VIA HAND DELIVERY

Billy Thurmond, Chairman  
Board of Commissioners of Dawson County  
25 Justice Way  
Suite 2313  
Dawsonville, Georgia 30534

VIA HAND DELIVERY

Jason Streetman, Director  
Dawson County Planning and Development  
25 Justice Way  
Suite 2322  
Dawsonville, Georgia 30534

VIA HAND DELIVERY

Niki McCall, Zoning Administrator  
Dawson County Planning and Development  
25 Justice Way  
Suite 2322  
Dawsonville, Georgia 30534

RE: Appeal of Dwarkesh, Inc. regarding Administrative Variance Application No. AVR 17-06; Application of Neil Hornsey (the "Applicant") on behalf of Dipikaben Patel for a variance from Zoning Ordinance Article IV, Section 400.A (the "Application") for property located at the corner of War Will Road and Georgia Highway 53, TMP 115-060 (the "Property")

To Whom It May Concern:

This letter of appeal is written on behalf of Dwarkesh, Inc. (the "Appellant") to give notice of the Appellant's appeal and objection to the grant of an administrative variance to the Applicant for the above-referenced Property for the purpose of construction of a canopy for an existing gasoline station and convenience center at the Property. The Appellant owns a commercial property near the subject Property. The grounds for this appeal are that the Applicant has failed to provide legal grounds meeting each of the required factors for grant of an

**TEAGUE & CHAMBLESS, LLLP**

110 SAMARITAN DRIVE, SUITE 190 CUMMING, GEORGIA 30040

Office 770.887.4554 | Fax 770.452.5001 | Web [thegeorgiaattorneys.com](http://thegeorgiaattorneys.com)

administrative variance set forth in Section 121-280.3 of the Zoning Ordinance including but not limited to the requirements: (a) to show the variance does not interfere with the rights of others as provided in this chapter and is not injurious to the public health, safety, general welfare; (b) to show that a strict interpretation and enforcement of the standards or requirement would result in practical difficulty or unnecessary hardship; (c) to show that exceptional or extraordinary circumstances applicable to the subject property exist that do not generally apply to other properties in the same district; (d) to show that the variance provides for reasonable use under the specified circumstances of each application; (e) to show that the variance achieves the general intent of the land use resolution of Dawson County; (f) to show that the variance is the minimum possible variance under the specific circumstances; and (g) to show that the variance does not exceed the scope of the authority set forth in subsection (1) hereof. The affirmance of the variance would deprive the Appellant of its rights under the Zoning Ordinance as well as its rights under the due process, equal protection, and takings clauses of the Georgia Constitution of 1983, Article 1, Section 1, Paragraph 1, Article 1, Section 1, Paragraph 2, and Article 1, Section 3, Paragraph 1.

Sincerely,

TEAGUE & CHAMBLESS, LLLP

A handwritten signature in black ink, appearing to read "Stuart Teague", is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Stuart Teague

cc: Dwarkesh, Inc.



**TEAGUE & CHAMBLESS**

*Attorneys at Law*

**STUART TEAGUE**

**KEISHA MARTIN CHAMBLESS**

December 26, 2017

VIA HAND DELIVERY

Jason Streetman, Director  
Dawson County Planning and Development  
25 Justice Way  
Suite 2322  
Dawsonville, Georgia 30534

RE: Appeal of Dwarkesh, Inc. regarding Administrative Variance Application No. AVR 17-06; Application of Neil Hornsey (the "Applicant") on behalf of Dipikaben Patel for a variance from Zoning Ordinance Article IV, Section 400.A (the "Application") for property located at the corner of War Will Road and Georgia Highway 53, TMP 115-060 (the "Property")

Dear Mr. Streetman,

Enclosed please find Check No. 1317 in the amount of \$225.00 for appeal of the above-referenced Application. Also enclosed you will find a copy of our appeal letter dated December 21, 2017 for your reference.

Sincerely,

TEAGUE & CHAMBLESS, LLLP

Leigh-Ann Havins  
For Stuart Teague

Enclosures (2)

TEAGUE & CHAMBLESS, LLLP

110 SAMARITAN DRIVE, SUITE 192 CUMMING, GEORGIA 30040

Office 770.887.4554 | Fax 770.452.3661 | Web [thegeorgiaattorneys.com](http://thegeorgiaattorneys.com)

---

## Receipt

**Dawson County Planning & Development**  
25 Justice Way Suite 2322 Dawsonville, GA 30534-3450  
Phone: (706)344-3604 Fax: (706)344-3652

---

|  |
|--|
| <b>Permit Number: AVR 17-06</b>        |
| <b>Invoice Number: VAR-12-17-35603</b> |
| <b>Applicant: NEIL HORNSEY</b>         |
| <b>Company Name: NEIL HORNSEY</b>      |

| <b>Date</b>           | <b>Payment Type</b> | <b>CheckNum</b> | <b>Amount</b>   |
|-----------------------|---------------------|-----------------|-----------------|
| 12/27/2017            | Check               | 1317            | \$225.00        |
| <b>Total Payment:</b> |                     |                 | <b>\$225.00</b> |

# DAWSON COUNTY VARIANCE APPLICATION

**\*\*This portion to be completed by Zoning Administrator\*\***

AVR 17-06 Tax Map & Parcel # (TMP): 115 060  
Current Zoning: C-4B Commission District #: \_\_\_\_\_  
Submittal Date: 11-20-17 Time: 2:46 am/pm 0 Received by: lm (staff initials)  
Fees Assessed: 300.00 Paid: CA #720  
~~Planning Commission Meeting Date: 12-13-17 10:00 AM~~

## APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Neil Hornsey  
Address: P.O. Box 1776  
Dawsonville, GA 30534  
Phone:  Listed  Unlisted \_\_\_\_\_ Email:  Business  Personal nhhornsey@yahoo.com  
Status:  Owner  Lessee  Option to purchase

**Notice: If applicant is other than owner, enclosed Property Owner Authorization form must be completed.**

I have  /have not \_\_\_\_\_ participated in a Pre-application meeting with Planning Staff.

If not, I agree \_\_\_\_\_ /disagree \_\_\_\_\_ to schedule a meeting the week following the submittal deadline.

Meeting Date: 10/18/17 Applicant Signature: Neil E. Hornsey

## PROPERTY INFORMATION

Street Address of Property: 8339 Hwy 53 E, Dawsonville, GA 30534

Land Lot(s): 506 District: 13th Section: 1st

Subdivision/Lot: \_\_\_\_\_ Building Permit #: \_\_\_\_\_ (if applicable)

Directions to the Property: Southeast corner of intersection of GA Hwy 53 +  
War Hill Park Road.



**REQUESTED ACTION**

A Variance is requested from the requirements of Article # IV Section # 400.A of the Land Use Resolution/Sign Ordinance/Subdivision Regulations/Other (circle one).

If other, please describe: \_\_\_\_\_

Type of Variance requested:

Front Yard  Side Yard  Rear Yard variance of 10' along Hwy 53  
5' along War Mill Park Road feet to allow the structure to:  
 be constructed;  remain a distance of \_\_\_\_\_ feet from the: War Mill Park Road  
 property line,  road right of way, or  other (explain below):

instead of the required distance of 60' from R/W of Hwy 53  
40' from R/W of War Mill Park Road required by the regulations.

Lot Size Request for a reduction in the minimum lot size from \_\_\_\_\_ to \_\_\_\_\_

Sign Variance for: \_\_\_\_\_

Home Occupation Variance to operate: \_\_\_\_\_ business

Other (explain request): \_\_\_\_\_

If there are other variance requests for this site in past, please list case # and nature of variance: \_\_\_\_\_

Variances to standards and requirements of the Regulations, with respect to open area, setbacks, yard area, lot coverage, height, and other quantitative requirements may be granted if, on the basis of the application, investigation, and other evidence submitted by the applicant, all four (4) expressly written findings below are made:

1. Describe why a strict and literal enforcement of the standards would result in a practical difficulty or unnecessary hardship: Without the setback variance, there is not room for the  
proposed gas pump canopy. The site already has several buildings located within  
the setback, so there is precedent for a setback variance. Also, the site had  
a gas pump canopy in the past that was much closer to the R/W than the  
proposed canopy.

2. Describe the exceptional and extraordinary conditions applicable to this property which do not apply to other properties in the same district: The buildings on this site have been in place

for many years. There was a gas pump canopy very close to the R/W at one time. This can be seen on the survey from 1975.

3. Describe why granting a variance would not be detrimental to the public health, safety, morals or welfare and not be materially injurious to properties in the near vicinity: Granting the variance would allow

for the construction of gas pumps & a canopy. There would be no detriment to public health, safety, morals or welfare from a gas pump canopy. The canopy would add value to this site, & therefore other properties in the vicinity.

4. Describe why granting this variance would support the general objectives within this Resolution:

The granting of the variance will allow the proposed gas pump canopy to be built, & will add value to this site & properties in the vicinity. Consumers will have an option for gas on the east side of this intersection.

**Submit clear explanation of all four questions above. You may add sheets if necessary.**

(Variances should not be granted if the need arises as a result of action by the applicant or previous owner.)

# PROPERTY OWNER AUTHORIZATION

I/we Dipikaben patel hereby swear that I/we own the property located at (fill in address and / or tax map & parcel #):

8339 Hwy 53 E, TMP 115 060  
Dawsonville, GA 30534

as shown in the tax maps and / or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person named below to act as the applicant or agent in pursuit of the variance requested on this property. I understand that any variance granted, and / or conditions placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The under signer is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the Board of Commissioners.

Printed name of applicant or agent: Neil E. Hornsey

Signature of applicant or agent: Neil E. H Date: 11/6/17

Printed Name of Owner(s): Dipikaben patel

Signature of Owner(s): D.A. Patel Date 11/06/17

Sworn and subscribed before me this 6<sup>th</sup> day of November, 2017.

[Signature]  
Notary Public

My Commission Expires: April 28 2021



(Seal)

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)

VR# \_\_\_\_\_

TMP# 115 060

### List of Adjacent Property Owners

It is the responsibility of the Applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property.

**\*\*Please note this information should be obtained using the Tax Map and Parcel Number listing any parcel(s) adjoining or adjacent to parcel where variance or rezone is being requested.**

Name

Address

- TMP 115 058 1. Musty, Richard M Jr + Karen P, 11785 North Fall Lane, Suite 511, Alpharetta, GA 30004
- TMP 115 063 2. Anderson, Bobby M Sr. + Barbara J., 55 Abbott Creek Rd., Dawsonville, GA 30534
- TMP 115 042 3. Townley, Jerry Etal, 1061 War Mill Park Rd., Dawsonville, GA 30534
- TMP 115 040 4. Dwarke sh, Inc., 18 Blue Ridge Overlook, Dawsonville, GA 30534
- TMP L15 121 5. Development North LLC, 268 Elliot Rd., Dawsonville, GA 30534
- TMP L15 116 6. Hill of Beans Holdings LLC, 236 Blue Ridge Overlook, Dawsonville, GA 30534
- TMP \_\_\_\_\_ 7. \_\_\_\_\_
- TMP \_\_\_\_\_ 8. \_\_\_\_\_
- TMP \_\_\_\_\_ 9. \_\_\_\_\_
- TMP \_\_\_\_\_ 10. \_\_\_\_\_
- TMP \_\_\_\_\_ 11. \_\_\_\_\_
- TMP \_\_\_\_\_ 12. \_\_\_\_\_
- TMP \_\_\_\_\_ 13. \_\_\_\_\_
- TMP \_\_\_\_\_ 14. \_\_\_\_\_
- TMP \_\_\_\_\_ 15. \_\_\_\_\_

Use additional sheets if necessary.

**LIST OF ADJACENT PROPERTY OWNERS**

| TMP              | First                       | Last    | Address                 | City/State/Zip        | Case#     |
|------------------|-----------------------------|---------|-------------------------|-----------------------|-----------|
| L15-121          | Development North, LLC      |         | 268 Elliott Road        | Dawsonville, GA 30534 | AVR 17-06 |
| L15-116          | Hill of Beans Holdings, LLC |         | 236 Blue Ridge Overlook | Dawsonville, GA 30534 | AVR 17-06 |
| 115-062; 115-082 | Clyde                       | Wilson  | 8361 Hwy. 53 East       | Dawsonville, GA 30534 | AVR 17-06 |
| 115-059          | Ann                         | Wilson  | 8361 Hwy. 53 East       | Dawsonville, GA 30534 | AVR 17-06 |
| 115-042          | Jerry                       | Townley | 1061 War Hill Park Road | Dawsonville, GA 30534 | AVR 17-06 |
| 115-040          | Dwarkesh, Inc.              |         | 18 Blue Ridge Overlook  | Dawsonville, GA 30534 | AVR 17-06 |

**APPLICANT CERTIFICATION**

I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners agenda(s) for a public hearing.

I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and Board of Commissioners to make an informed determination on my request. I will seek the advice of an attorney if I am not familiar with the zoning and land use requirements.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioner hearings and that I am required to be present or to be represented by someone able to present all facts. I understand that failure to appear at a public hearing may result in the postponement or denial of my special use or rezoning application. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Dawson County.

I hereby certify that I have read the above and that the above information as well as the attached information is true and correct.

Signature of Applicant or Agent: Neil G. H. Date: 11/20/17

Signature of Witness: Kate A. H. Date: 11/20/17

\*\*\*\*\*

**WITHDRAWAL**

*Notice: This section only to be completed if application is being withdrawn.*

I hereby withdraw application #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Withdrawal of Application:**

Withdrawals of any application may be accommodated within the Planning & Development office if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following that written request and publication the Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Commission. Further the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fee may be made unless directed by the Board of Commissioners.

DND

DAWSON COUNTY BOARD OF HEALTH  
PO BOX 245, DAWSONVILLE, GA 30534  
APPLICATION FOR CONSTRUCTION PERMIT AND INSPECTION  
FORM FOR ON-SITE SEWAGE MANAGEMENT SYSTEM

Application Date: Dec 29, 2005

Permit Number: S-042-2005-00413  
Property Address: 8339 HWY 53 EAST  
DAWSONVILLE, GA 30534  
Lot Number:  
Subdivision:

Builder/Company: RICHARD BOLTWOOD  
Owner's Name: BRYSON/CLYDE WILSON  
Owner's Address: 3260 KEITH BRIDGE ROAD  
CUMMING, GA 30041  
Phone: 678-859-6355  
Fax:

Facility Type: OTHER  
Lot Size:  
Gallons per Day: 650 G.P.D.  
Percolation Rate: 40  
Absorption Field Area:  
Linear Ft: 275  
Square Ft:  
Trench Width: 36 Inches  
Trench Depth: 30 Inches  
Water Supply:  
Garbage Disposal: No  
Grease Trap: Gals.  
Water Table: 72  
Plumbing Level:  
Type System: Level field  
Field Layout:  
Soil Type: Underplum cut  
Septic Tanks: 1000 Gals.  
Dosing Tanks: 1000 GREASE TRAP

Directions: Recommend no less than 25% reduction  
OLD BRYSON WILSON STATION ON HWY 53 WAR HILL INTERSECTION  
Permit Fence must be replace for final Approval

Disclaimers:  
CALL DAWSON COUNTY HEALTH DEPARTMENT AT 706-265-2930 BETWEEN 8:00 A.M. AND 9:00 A.M. TO SCHEDULE A TIME FOR FINAL INSPECTION OF SYSTEM.

SEPTIC SYSTEM MUST BE INSTALLED BY A CONTRACTOR OR INDIVIDUAL WHO HAS PASSED THE CERTIFICATION REQUIREMENTS.

THIS PERMIT IS NOT VALID UNLESS PROPERLY SIGNED BELOW AND THIS PERMIT EXPIRES TWELVE (12) MONTHS FROM DATE OF ISSUE.

NOTIFY ENVIRONMENTAL HEALTH DEPARTMENT OF ANY WELLS OR SPRINGS LOCATED ON THE PROPERTY OR LOCATED WITHIN 100 FEET OF PROPERTY LINES.

ALL SURFACE AND/OR GROUND WATER MUST BE DIVERTED AROUND SEWER SYSTEM.

TRASH/BURIAL PITS MUST BE REPORTED TO THE ENVIRONMENTAL HEALTH DEPARTMENT.

ANY GRADING OR CUTTING MAY VOID THIS PERMIT.

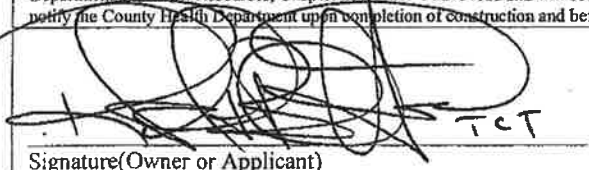
IF ROCK AND/OR GROUND WATER IS ENCOUNTERED CEASE SYSTEM INSTALLATION AND CONTACT THE ENVIRONMENTAL HEALTH DEPARTMENT

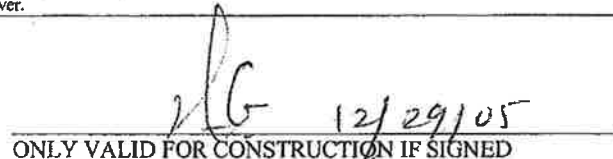
EASEMENTS ONTO OTHER PROPERTIES FOR THE INSTALLATION OF ON-SITE SEWAGE MANAGEMENT SYSTEMS SHALL BE GRANTED ONLY IN CASES OF REPAIRING AN EXISTING SYSTEM AND ONLY WHEN THE REPAIR AREA IS NOT AVAILABLE

PERMIT IS VOID 1  
YEAR AFTER ISSUE  
DATE.  
DAWSON CO. HEALTH DEPT.

Issuance of a construction permit for an on-site sewage management system and subsequent approval of same by representatives of the Georgia Department of Human Resources or County Board of Health shall not be construed as a guarantee that such systems will function satisfactorily for a given period of time, furthermore, said representatives do not by any action in effecting compliance with these rules, assume any liability for damages which are caused, or which may be caused, by the malfunction of such system.

I hereby apply for a construction permit to install an on-site sewage management system and agree that the system will be installed to conform to the requirements of the rules of the Georgia Department of Human Resources, Chapter 290-5-25. I have read and will comply with the additional requirements printed above. I understand that final inspection is required and will notify the County Health Department upon completion of construction and before applying final cover.

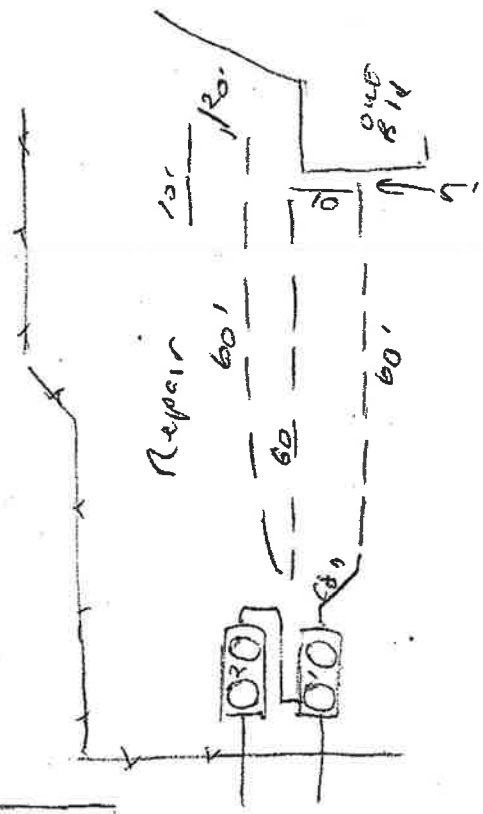
  
Signature(Owner or Applicant)

  
ONLY VALID FOR CONSTRUCTION IF SIGNED  
PROPOSED DRAWING IS ATTACHED

DAWSON COUNTY BOARD OF HEALTH  
 DAWSONVILLE, GA 30534  
 APPLICATION FOR CONSTRUCTION PERMIT  
 AND INSPECTION FROM FOR ON-SITE  
 SEWAGE MANAGEMENT SYSTEM

PERMIT NUMBER 2005-00413  
 PROPERTY ADDRESS 8339 Hwy 53 East  
 OWNERS NAME Dwight / Clyde Wilson

- (1) 1000 gal Tank
- (2) GREASE TRAP  
 subel filter  
 210' 1203 TriAngle  
 E2 flow  
 Reeves



FINAL APPROVAL BY: \_\_\_\_\_ DATE: 2/22/06

COMMENTS:



GEORGIA, DAWSON COUNTY  
 CLERK'S OFFICE, SUPERIOR COURT  
 FILED FOR RECORD  
 at 8:32 A.M. 7-29-76  
 Recorded in Book 5 Page 281  
 This 29 day of July 1976  
 Ralph Maddox  
 C.S.C.

468  
 467  
 505  
 506

ROUTE 1-355.0

SECTION-470.5

GA. HIGHWAY 2310 - 10 PAVING  
 SECTION-287.7

TRACT #1

TRACT #2

TRACT #3

TRACT #4

TRACT #5

LEE BENNETT

- LAND LOT LINE
- IRON PIN FOUND
- IRON PIN SET
- CENTER LINE
- RIGHT OF WAY
- PROPERTY LINE
- WELL
- FENCE
- ELECTRIC LINE
- NOT TO SCALE

NOTE : R/W INFORMATION FROM DEPARTMENT OF TRANSPORTATION MAP RECORDED PLAT BOOK 5, PAGE 29, DATED 10-5-74

NOTE : THIS PLAT REPRESENTS TRACT #4 AS SHOWN ON PLAT BY THAD P. THOMAS ENTITLED "LANDS OF THE MRS. SHELTON PUGH EST." DATED 6-27-56 RECORDED DEED BOOK "X" PAGE 575.

SCALE : 1" = 50'  
 CONTAINING : 0.89 ACRES  
 DATE : 9-24-75



A PLAT OF PROPERTY FOR  
**BRYSON WILSON**  
 IN LAND LOT 506  
 SOUTH HALF 13<sup>TH</sup> DISTRICT - 1<sup>ST</sup> SECTION  
 DAWSON COUNTY, GEORGIA.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATES AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

*Clyde N. Mize*  
 CLYDE N. MIZE BROTHERS, INC.  
 MIZE BROTHERS, INC.  
 CUMMING, GEORGIA

GEORGIA, DAWSON COUNTY  
 CLERK'S OFFICE, SUPERIOR COURT  
 FILED FOR RECORD  
 at 8:32 A.M. 7-29-76  
 Recorded in Book 5 Page 281  
 This 29 day of July 1976  
 Ralph Maddox  
 C.S.C.

PROPERTY TIE:  
N 85°58'17" E  
65.59'

WAR HILL PARK ROAD  
(80' RIGHT-OF-WAY)

N 48°23'36" E

GEORGIA HIGHWAY NO. 53  
(RIGHT-OF-WAY VARIES)

DOUBLE YELLOW  
TRAFFIC STRIPING

PROP. CANOPY  
FOR GAS PUMPS  
60' S/B

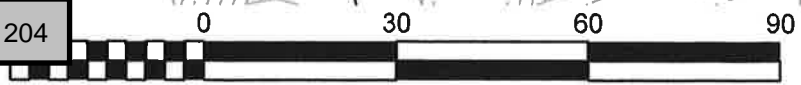
ONE STORY  
BLOCK BUILDING  
F.F.E. 1220.57'

LOT 4

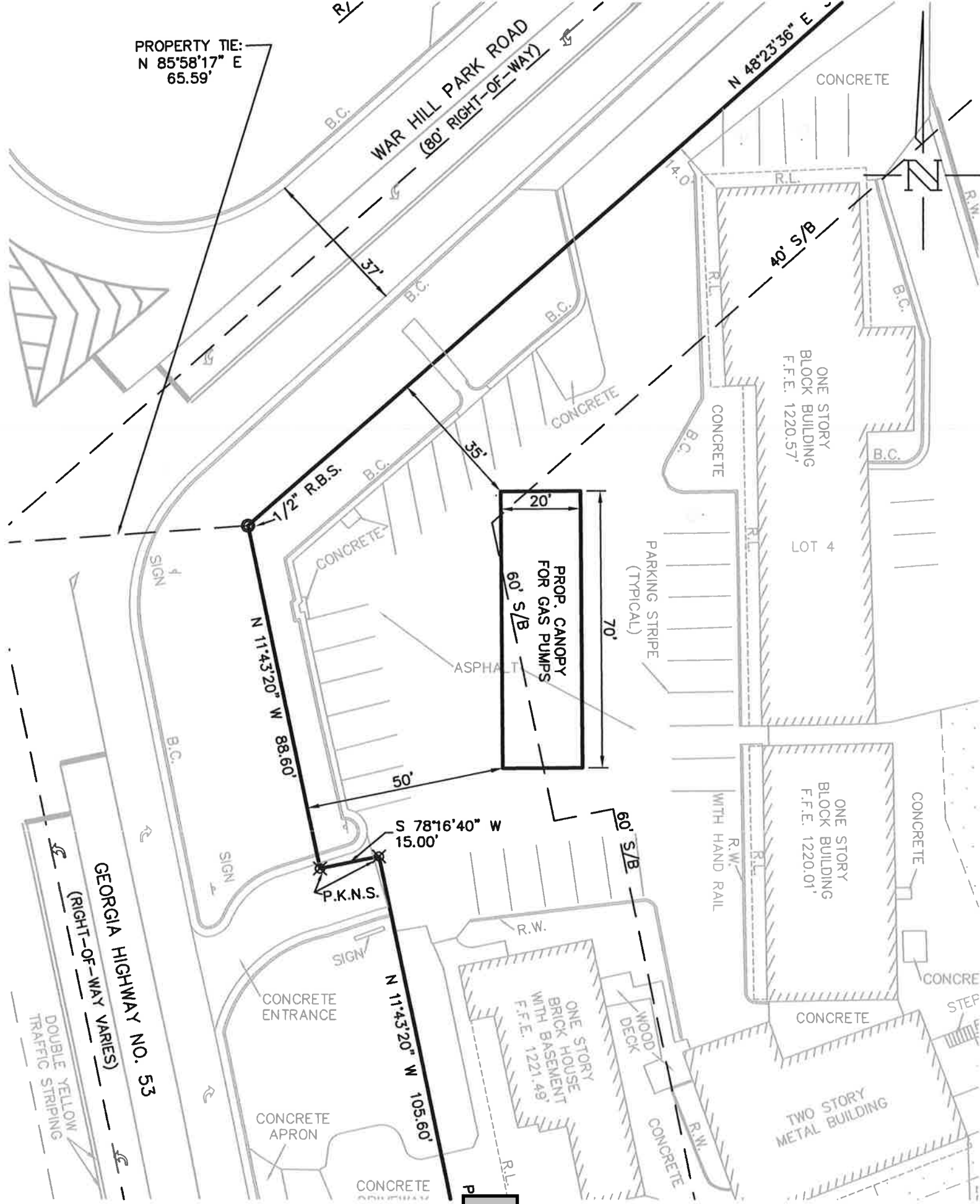
ONE STORY  
BLOCK BUILDING  
F.F.E. 1220.01'

ONE STORY  
BRICK HOUSE  
WITH BASEMENT  
F.F.E. 1221.49'

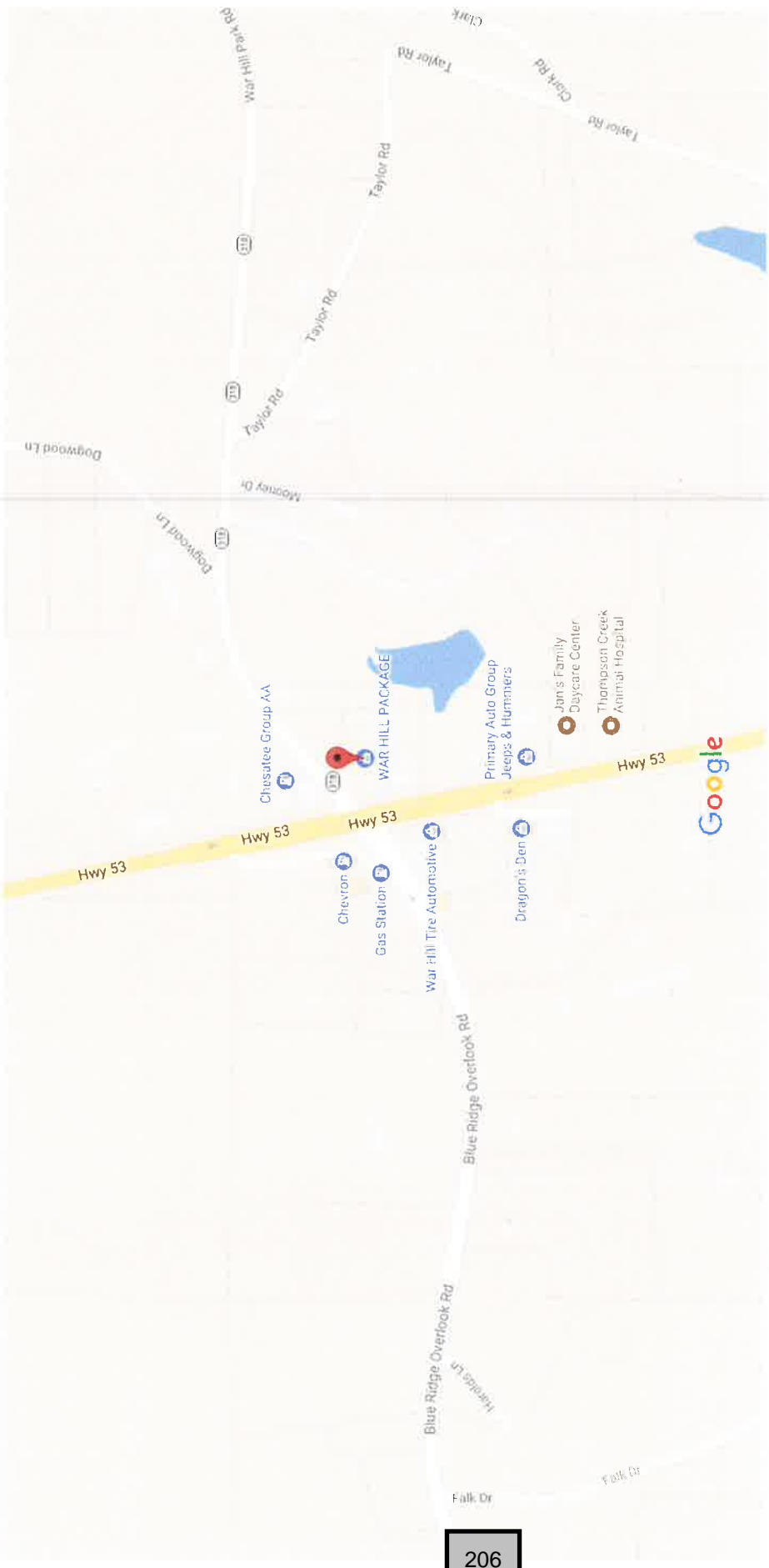
TWO STORY  
METAL BUILDING



SCALE IN FEET







206

**Engineering Services  
Dawson County**

Case #: AVR 17-06 Applicant: \_\_\_\_\_

Present Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_

**TRAFFIC ISSUES**

County road(s) providing access: SR 53 / Warhill Park Road

Nearest major thoroughfare: at throughfare

Width of road at property: 32' Distance to major thoroughfare: N/A

Description of access road(s): property has a right in controlled access of SR 53 and a full access off Warhill Park Road

1. Is the proposed access to the development adequate? yes
2. What is the current condition of this road? (traffic flow, geometry, etc.)  
High traffic flow - Entrances access is existing.
3. If current conditions are inadequate, please answer the following:
  - a. Are improvements planned? (see Traffic improvement plan) \_\_\_\_\_
  - b. Estimated time frame? \_\_\_\_\_
  - c. Estimated cost? \_\_\_\_\_
4. Will these improvements create a safe condition for the proposed development?  
If not, what additional improvements will be required? (i.e. traffic light study, additional right-of-way, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any additional remarks? Requested access alterations shall be approved by GDOT Access Control Office

**WATERSHED/EROSION ISSUES**

Is the property in a floodplain or wetland? No

In what watershed is the project located? Upper Chatahoochee

What streams are likely to be affected? Is it a trout stream? NONE

Any additional remarks? \_\_\_\_\_

NONE

Signature of personnel completing form: [Signature]

## Niki McCall

---

**From:** Decker, Sue Anne <sdecker@dot.ga.gov>  
**Sent:** Tuesday, December 05, 2017 1:19 PM  
**To:** Niki McCall  
**Cc:** Hunter, William E.  
**Subject:** RE: Feedback - SR 53 @ War Hill Park Rd

The addition of a canopy will not require GDOT coordination. However, if there are any changes to the use of the property or driveways, that will require permitting with GDOT.

Thanks,

**Sue Anne H. Decker, P.E.**

District Traffic Engineer – District One, Gainesville  
Direct:770-531-5806



**We are moving!**

**Georgia Department of Transportation  
District One Office  
1475 Jesse Jewell Pkwy NE Suite 100  
Gainesville, GA 30501**

*\*Please update my information in Outlook*

---

**From:** Niki McCall [<mailto:nmccall@dawsoncounty.org>]  
**Sent:** Tuesday, November 28, 2017 4:02 PM  
**To:** Decker, Sue Anne  
**Subject:** FW: Feedback

Good Afternoon,

Please look at the attached Administrative Variance Application and let me know of any comments by 12/8/17. Thank you!

Niki

Niki M. McCall  
Zoning Administrator  
Dawson County Planning & Development

# APPROVAL

## PUBLIC HEARING OF ADMINISTRATIVE VARIANCE REQUEST

We, the Dawson County Planning & Development department, do hereby **APPROVE** the following request:

AVR # 17-06

DATE OF HEARING: 12/13/17

Applicant's Name: Neil Hornsey

Address: 8339 Hwy. 53 East

Tax Map Parcel & Parcel Number: 115-060 Parcel Zoned: C-HB

Request For: **a 5' front setback reduction from the required 40' front setback off of War Hill Park Road; a 10' front setback reduction from the required 60' front setback off of GA Hwy. 53 for the construction of gas pump canopy**

This APPROVAL is based upon the following which we feel will/will not:

- A. Affect the property values of surrounding property.
- B. Affect the health, safety or general welfare of the public.
- C. Impose any special hardships on the surrounding property owners.
- D. The subject property is suited for the proposed land use.

This APPROVAL is, however, subject to the following stipulations and/or modifications:



Jason Streetman, Planning Director  
Dawson County Planning & Development

12/13/17  
Date



AVR 17-06

(A)

10:03 - 10' GA Hwy 53  
5' Wawhit Park

Neil Hornsey

NH on behalf of P.O. - Mr. Patel

wants gas pumps w/ a canopy

- used to have them that were much closer - can do canopy now but would be closer to the building

- Against

- Edward Jester - 75 Mary Saphire

question to NH

do you remember voting for this property in ~~2001~~ - 10-19-~~2000~~

- NH - had no knowledge was hired by Mr. Patel recently

- Mr. Jester says it's a conflict

- Chaitali Patel <sup>business across the street</sup> 4815 Cumming, GA

- safety concern for canopy closer to road

- safety concern for gas trucks to turn around

- safety concern for boats



Edward & Jester

75 Mary Sapphire RD  
Dawsonville, GA

Chaitali Patel

4815 Leatherstone way  
Cumming, GA 30028

Neil Hornsey

P.O. Box 1776

Dawsonville, GA 30534

Fernando Arios

474 Diane Circle

Dawsonville GA 30534



Dawson County Planning & Development Department  
Office of Planning & Zoning

25 Justice Way, Suite 2322, Dawsonville, GA 30534 (706) 344-3500 x.42335

Jason Streetman, AICP  
Planning Director

MEMORANDUM:

TO: DAWSON COUNTY BOARD OF COMMISSIONERS

FROM: JASON STREETMAN

RE: APPEAL OF DECISION OF ADMINISTRATIVE OFFICIAL AVR17-06

DATE: February 1, 2018

Dear BOC members:

On December 13, 2017, I held a public meeting for the application of Neil Hornsey for an administrative variance subject to Planning Director approval. During this variance hearing, which was for property line setbacks, there was much opposition from neighboring property owners. After careful consideration, I granted the administrative variance subject to a ten (10) day appeal window. Dwarkesh, Inc. (Chevron, across the street) subsequently appealed my decision, which is now before you for final decision.

To provide a brief history of the application and property in general, the admin variance is for a fuel canopy proposed for location at 50' from SR53 from the required 60'. Additionally, the applicant requested setback relief to 35' from War Hill Parkway from the required 40'.

Due to the existing structures on the property that limit where the canopy could be placed, the administrative variance was approved. This administrative variance was based on the following factors.

VR06-28: Application of Richard Bottwood for a setback variance from 60' to 28' from SR53 to construct a fuel canopy; this variance was **denied**.

VR07-04: Application of Richard Bottwood for a setback variance from 60' to 51' from SR53 to construct a fuel canopy; this variance was **approved**. This variance had already allowed the applicant to place a fuel canopy at 51' from the required 60' and I just granted an additional foot at 50'.

VR07-11: Additionally, the Chevron across the street (Dwarkesh, Inc. who is making this appeal) was **approved** for a setback variance from 60' to 52' from SR53 to allow for placement of a fuel canopy; this application was made for Douglas Adams. They are in opposition to this request although their property was approved for a variance previously.

Since VR07-04: Application of Richard Bottwood had already approved a setback from 60' to 51' off of SR53; it seemed logical to grant an additional foot to go to 50' from SR53 and to grant the five (5) feet from War Hill Parkway to allow for placement of a fuel canopy based on the physical hardship of existing structures limiting where the fuel canopy could go.



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning

Work Session:

Prepared By: Streetman

Voting Session: 2-15-18

Presenter: Streetman

Public Hearing: Yes  No

Agenda Item Title: Appeal of decision of administrative officer/ appeal of Planning Director approved administrative variance.

Background Information:

In December of 2017, I heard and approved an administrative variance to allow for a gas canopy to be placed closer than the setback requirements as required by the zoning regulations "a setback variance". Dwarkesh, Inc. has appealed my decision and it now comes before the BOC for your consideration.

Current Information:

Please see separate documents to include: A memo with the history of the property, the complete application and appeal letter from Dwarkesh, Inc.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
|      |       |          |        |         |           |           |

Recommendation/Motion: Approve

Department Head Authorization: JStreetman

Date: 2.2.18

Finance Dept. Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Comments/Attachments:

**Backup material for agenda item:**

2. ZA 17-10- Brodie Allred on behalf of Norkot Financial Inc. has made a request to rezone 46.73 acres from RA (Residential Agriculture) to RSR (Residential Sub-Rural) for a 30-lot single-family residential community. The property is located at TMP 118-040. The property is zoned RA (Residential Agriculture).

# DAWSON COUNTY REZONING APPLICATION

\*\*\*This portion to be completed by Zoning Administrator\*\*\*

ZA 17-10 Tax Map & Parcel # (TMP): 118-040  
Submittal Date: 12-13-17 Time: 2:33 am/pm  Received by: M (staff initials)  
Fees Assessed: 250.00 Paid: \_\_\_\_\_ Commission District: \_\_\_\_\_  
Planning Commission Meeting Date: ~~01-16-18~~ 1-16-18  
Board of Commissioners Meeting Date: 2-15-18

## APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Brodie Allred / Agent for Norkot Financial, Inc  
Address: Po Box 1398, Cumming, GA 30028

Phone:  Listed 386-623-0906 Email:  Business lscm  
 Unlisted  Personal  
Status: [ ] Owner [ ] Authorized Agent [ ] Lessee  Option

Notice: If applicant is other than owner, enclosed Property Owner Authority

I have  /have not \_\_\_\_\_ participated in a Pre-application meeting with Planning Staff.

If not, I agree  /disagree \_\_\_\_\_ to schedule a meeting the week following the submittal deadline.

Meeting Date: 12-12-17 Applicant Signature: [Signature]

## PROPERTY OWNER/PROPERTY INFORMATION

Name: \_\_\_\_\_

Street Address of Property being rezoned: Magnolia & Moss Rd, Dawsonville

Rezoning from: RA to: RSR Total acreage being rezoned: 46.75 acres

Directions to Property: North on 400 from Outlet Mall, turn right on Henry Grady Hwy, Turn Right on Moss Rd, Right on Magnolia way.

Subdivision Name (if applicable): Unnamed Lot(s) #: 30

Current Use of Property: RA Zoned / Woods

Any prior rezoning requests for property? No if yes, please provide rezoning case #: ZA \_\_\_\_\_

**\*\*\*Please refer to Dawson County's Georgia 400 Corridor Guidelines and Maps to answer the following:**

Does the plan lie within the Georgia 400 Corridor? yes (yes/no)

If yes, what section? \_\_\_\_\_

**SURROUNDING PROPERTY ZONING CLASSIFICATION:**

North RA South RA East RA West RA

Future Land Use Map Designation: \_\_\_\_\_

Access to the development will be provided from:

Road Name: Magnolia Way Type of Surface: Gravel

**REQUESTED ACTION & DETAILS OF PROPOSED USE**

Rezoning to: RSR [ ] Special Use Permit for: \_\_\_\_\_

Proposed Use: Single Family Residential

Existing Utilities:  Water [ ] Sewer [ ] Gas  Electric

Proposed Utilities:  Water [ ] Sewer [ ] Gas  Electric

**RESIDENTIAL**

No. of Lots: 30 Minimum Lot Size: 1 Acre (acres) No. of Units: 30

Minimum Heated Floor Area: 1200 sq. ft. Density/Acre: 1 dwelling

Type: [ ] Apartments [ ] Condominiums [ ] Townhomes  Single-family [ ] Other

Is an Amenity Area proposed: No; if yes, what? \_\_\_\_\_

**COMMERCIAL & INDUSTRIAL**

Building area: \_\_\_\_\_ No. of Parking Spaces: \_\_\_\_\_

**PROPERTY OWNER AUTHORIZATION**

I/we, James Swafford, Exec, Donald Moss Estate, hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #):

118-040

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The under signer is aware that no application or reapplication affecting the same land shall be acted upon within six (6) months from the date of the last action by the Board of Commissioners.

Printed Name of applicant or agent: James Swafford

Signature of applicant or agent: James Swafford Date: 12-13-17

\*\*\*\*\*

Printed Name of Owner(s): Donald Moss Estate, James Swafford, Exec.

Signature of Owner(s): James Swafford Date: 12-13-17

Mailing address: P.O. Box 1492

City, State, Zip: Dawsonville, GA. 30534

Telephone Number: Listed 706-974-4452  
Unlisted \_\_\_\_\_

Sworn and subscribed before me this 13<sup>th</sup> day of December, 2017.

Niki M. McCall  
Notary Public

My Commission Expires: 5-19-19



(The complete names of all owners must be listed; if the owner is a partnership, the names of all partners must be listed; if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)



**APPLICANT CERTIFICATION**


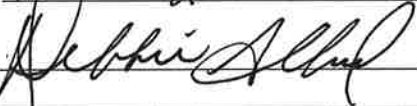
I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners agenda(s) for a public hearing.

I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and the Board of Commissioners to make an informed determination on my request. I will seek the advice of an attorney if I am not familiar with the zoning and land use requirements.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioner hearings and that I am required to be present or to be represented by someone able to present all facts. I understand that failure to appear at a public hearing may result in the postponement or denial of my rezoning of special use application. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Dawson County.

I hereby certify that I have read the above and that the above information as well as the attached information is true and correct.

Signature  Date 12/12/2017  
Witness  Date 12/12/2017

---

**WITHDRAWAL**

*Notice: This section only to be completed if application is being withdrawn.*

I hereby withdraw application # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Withdrawal of Application:**

Withdrawals of any application may be accommodated within the Planning & Development Department if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following the written request and publication the Planning Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Planning Commission. Further, the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fees may be made unless directed by the Board of Commissioners.



ZA \_\_\_\_\_

TMP#: \_\_\_\_\_

**List of Adjacent Property Owners**

It is the responsibility of the Applicant to provide a list of adjacent property owners. This list must include the name and mailing address of anyone who has property touching your property or who has property directly across the street from your property.

**\*\*Please note this information should be obtained using the Tax Map & Parcel (TMP) listing for any parcel(s) adjoining or adjacent to the parcel where a variance or rezone is being requested.**

|                 | <u>Name</u>                 | <u>Address</u>                    |
|-----------------|-----------------------------|-----------------------------------|
| TMP 118 089     | 1. Lillie Wilkins           | 286 Emmett Moss Rd, Dawsonville   |
| TMP 118 089 001 | 2. Judy Rogers              | 284 Emmett Moss Rd, Dawsonville   |
| TMP 118 039 002 | 3. Margaret & Bennett Berry | 118 Emmett Moss Rd, Dawsonville   |
| TMP 118 112     | 4. Jeffrey Abbott           | 187 Emmett Moss Rd, Dawsonville   |
| TMP 118 039 006 | 5. Margaret Abbott          | 187 Emmett Moss Rd, Dawsonville   |
| TMP 118 025     | 6. Jackie Helton            | 342 Henry Grady Hwy, Dawsonville  |
| TMP 118 015     | 7. Michael Henn             | 344 Henry Grady Hwy, Dawsonville  |
| TMP 118 051     | 8. Kevin Marshall           | 394 Henry Grady Hwy, Dawsonville  |
| TMP 118 050     | 9. Dan Saknini,             | 422 Henry Grady Hwy, Dawsonville  |
| TMP 118 047     | 10. Barton Brown,           | 62 Magnolia Way, Dawsonville      |
| TMP 118 046     | 11. Ben Poppah,             | 65 Magnolia Way, Dawsonville      |
| TMP 118 040 011 | 12.                         | , 70 Plantation Dr., Dawsonville  |
| TMP 118 040 012 | 13.                         | , 100 Plantation Dr., Dawsonville |
| TMP 118 040 009 | 14. Brandon Mator,          | 152 Plantation Dr., Dawsonville   |
| TMP 118 040 008 | 15.                         | , 166 Plantation Dr., Dawsonville |

Use additional sheets if necessary.

- 118 040 002 Judy Johnson, 56 Pirates Point, Dawsonville
- 118 040 013 mJ EL Karch, Trustee, 330 Cessna Cir., Corona CA 92880
- 118 040 014 "


| TMP                  | First                             | Last                           | Address                       | City/State/Zip         | Case#                         |
|----------------------|-----------------------------------|--------------------------------|-------------------------------|------------------------|-------------------------------|
| 104-004; 104-003     | Georgia Power Co                  | BIN 10151                      | 241 Ralph McGill Blvd. NE     | Atlanta, GA 30308-3374 | VR 17-09, VR 17-10 & ZA 17-10 |
| 103-002              | Edna Noblin                       | c/o Jonathan Seidel,           | P.O. Box 889185               | Atlanta, GA 30356      | VR 17-09, VR 17-10 & ZA 17-10 |
| 103-007              | Charlie & Lois                    | Morgan                         | 1152 Seed Tick Road           | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 103-016              | Corey Armentano & Hilary Holsteen |                                | 1228 Seed Tick Road           | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-029-001          | Elizabeth Pirkle Family LP        |                                | P.O. Box 712                  | Gainesville, GA 30503  | VR 17-09, VR 17-10 & ZA 17-10 |
| 103-059              | Jerry & Patricia                  | Cranford                       | 1426 Seed Tick Road           | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 103-015; 103-014     | Geneva                            | Garrett                        | 1548 Seed Tick Road           | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 103-032              | Pathway Farms, LLC                | c/o Victoria Glassman          | 2295 Townlake Pkwy, #116-332  | Woodstock, GA 30189    | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-016              | Sylvia                            | Bailey                         | 124 Pathway Road              | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-115              | Julia Ann                         | Lord                           | 160 Joe Talley Road           | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-152; 104-015     | John Seanery                      | Adams                          | 251 Bunker Hill Road          | Blairsville, GA 30512  | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-017              | Herbert & Victoria                | Glassman                       | 2295 Townlake Pkwy, #116-332  | Woodstock, GA 30189    | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-018              | Hattie                            | Green                          | 532 Etowah River Road         | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-021-001          | Jane                              | Swafford                       | 2799 Hwy. 136 W               | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-173              | McMichael Holdings, LLC           | c/o Richard Waites             | 3585 Northside Pkwy. NW       | Atlanta, GA 30327      | VR 17-09, VR 17-10 & ZA 17-10 |
| 104-032              | Ray                               | Lucas                          | 346 Etowah River Road         | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 103-033-001          | James                             | Bishop                         | 559 Joe Talley Road           | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 03-050               | Donal                             | Bishop                         | P.O. Box 122                  | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 03-033               | Diane                             | Bishop                         | P.O. Box 280 / 601 Pig Trail  | Cherrylog, GA 30522    | VR 17-09, VR 17-10 & ZA 17-10 |
| 03-047               | Etowah 266 Partners, LLC          |                                | 3082 East Shadowlawn Ave., NW | Atlanta, GA 30305      | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-089              | Lillie Mae                        | Wilkins                        | 5845 Boulder Bluff Drive      | Cumming, GA 30040-3826 | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-089-001          | Judy Ann                          | Rogers                         | 7601 SW 169 Street            | Miami, FL 33157        | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-039-002          | Margaret Abbott & Berry Bennett   | Co-Trustees for Jeffery Abbott | 118 Emmett Moss Road          | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-112; 118-039-006 | Margaret                          | Abbott                         | 187 Emmett Moss Road          | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-025              | Jackie                            | Helton                         | 342 Henry Grady Hwy.          | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-015              | Michael                           | Honn                           | 344 Henry Grady Hwy.          | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-051              | Jon Kevin                         | Marshall                       | P.O. Box 1072                 | Dahlonega, GA 30533    | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-050              | Dan                               | Saknini                        | 1950 Driftwood Circle         | Cumming, GA 30041      | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-049              | Prada Bertha Antonia              | Martinez                       | 434 Henry Grady Hwy.          | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-047              | Barton & Brettina                 | Brown                          | 62 Magnolia Way               | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-054              | MIV Properties, LLC               |                                | P.O. Box 776                  | Alpharetta, GA 30009   | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-055              | Steven & Heather                  | Sylvester                      | 71 Moss Road                  | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-046              | Ben & Brandy                      | Popphan                        | 65 Magnolia Way               | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-040-011;         |                                   |                                |                               |                        |                               |
| 118-040-012;         |                                   |                                |                               |                        |                               |
| 118-040-008;         |                                   |                                |                               |                        |                               |
| 118-040-013;         | MJ EL Kareh as Trustee of the GA  |                                |                               |                        |                               |
| 118-040-014          | 30534                             | Dawsonville Trust              | 330 Cessna Circle             | Corona, CA 92880       | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-040-009          | Alex Brandon                      | Matos                          | 152 Plantation Drive          | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |
| 118-040-002          | Judy                              | Johnson                        | 56 Pirates Point              | Dawsonville, GA 30534  | VR 17-09, VR 17-10 & ZA 17-10 |

## NOTICE OF RESIDENTIAL EXURBAN/AGRICULTURAL DISTRICT (R-A) ADJACENCY

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non RA land use districts shall be provided with this "Notice of RA Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the RA district constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA district.

This notice and acknowledgement shall be public record.

Applicant Signature: 

Applicant Printed Name: Brodie L. Allred

Application Number: \_\_\_\_\_

Date Signed: 12/13/2017

Sworn and subscribed before me

this 13th day of December, 2017.



Notary Public

My Commission Expires: 5-14-19



# NorKat Financial, Inc.

330 Cessna Circle, Corona CA. 92880

951 273-1100

To Whom It May Concern:

This letter is a letter of intent to disclose NorKat Financial, Inc's intentions to request a rezoning from RA to RSR zoning on parcel #118 040, 46.73 acres, currently owned by D W Moss Inc. NorKat Financial, Inc currently has an option on the property and intends to apply for a 30 lot subdivision upon approval of the rezoning of the property. See attached documents for additional information. Please feel free to call me with additional questions.

Brodie Allred  
Agent for NorKat Financial  
386-623-0906



**Owner Information**

MOSS D W  
 P O BOX 1492  
 DAWSONVILLE, GA 30534

**Payment Information**

|                   |            |
|-------------------|------------|
| Status            | Paid       |
| Last Payment Date | 10/03/2017 |
| Amount Paid       | \$5,069.40 |

**Property Information**

|                 |                                |
|-----------------|--------------------------------|
| Parcel Number   | 118 040                        |
| District        | 1 DAWSON COUNTY UNINCORPORATED |
| Acres           | 46.73                          |
| Description     | LL 24 25 LD 13-S               |
| Assessed Value  | \$211,967                      |
| Appraised Value | \$529,918                      |

**Bill Information**

|                |            |
|----------------|------------|
| Record Type    | Property   |
| Tax Year       | 2017       |
| Bill Number    | 9467       |
| Account Number | 30446      |
| Due Date       | 12/01/2017 |

**Taxes**

|                  |               |
|------------------|---------------|
| Base Taxes       | \$5,069.40    |
| Penalty          | \$0.00        |
| Interest         | \$0.00        |
| <b>Total Due</b> | <b>\$0.00</b> |



Overview



Legend

- Parcels
- Roads

|                        |                |                         |                      |                     |              |               |             |
|------------------------|----------------|-------------------------|----------------------|---------------------|--------------|---------------|-------------|
| <b>Parcel ID</b>       | 118 040        | <b>Owner</b>            | MOSS DW              | <b>Last 2 Sales</b> |              |               |             |
| <b>Class Code</b>      | Agricultural   |                         | P O BOX 1492         | <b>Date</b>         | <b>Price</b> | <b>Reason</b> | <b>Qual</b> |
| <b>Taxing District</b> | UNINCORPORATED |                         | DAWSONVILLE GA 30534 | 11/30/1992          | \$56000      | FM            | Q           |
|                        | UNINCORPORATED | <b>Physical Address</b> | n/a                  | 11/30/1992          | \$56000      | FM            | Q           |
| <b>Acres</b>           | 46.73          | <b>Assessed Value</b>   | Value \$529918       |                     |              |               |             |

(Note: Not to be used on legal documents)

Date created: 12/13/2017  
Last Data Uploaded: 12/6/2017 3:09:10 PM



Developed by  
The Schneider Corporation



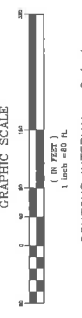


**EMMETT MOSS ROAD (PN # 118 040)**  
**Level III Soil Survey: Summit Soil Consulting Inc.**  
**DAWSON COUNTY**

| NRCS SERIES | Depth to ROCK | Depth to WATER | TRENCH BATH | ESTIMATED PERC RATE | DOH CODE |
|-------------|---------------|----------------|-------------|---------------------|----------|
| Chatsahoo   | 34-45         | 1-3            | 18-30       | 50                  | H        |
| Row         | 60-75         | 36             | 10-24       | 50                  | C        |
| Pacolat     | 2-7           | 0-10           | 24-40       | 45                  | A        |
| Row         | 2-7           | 1-7            | 24-40       | 45                  | A        |
| Pacolat     | 35-45         | 2-7            | 27          | 45                  | A        |
| Row         | 54-60         | 1-3            | 18-36       | 45                  | A        |
| Row         | 54-60         | 1-3            | 18-36       | 45                  | A        |

**SUITABILITY CODES:**  
 A: Soils should have ability to function as an absorption field with proper design, installation, and maintenance.  
 B: Alternative systems may be considered. Excessives Amoxic Treatment Units, Deep Infiltration, Risk Mox Systems, Eject Sand Filters and Low Pressure Gravel Beds. Consult with local health department.  
 C: Removing more than 6" of natural soil in these areas will require the area to be reevaluated.  
 D: Due to steep conditions, these areas may require modifications if standard trenching can not be achieved.  
 E: Alternative methods may be considered (i.e. hand excavation of drain area or benching) consult with local health department.  
 H: When in design with a backhoe may be considered to determine suitability due to multiple shallow rock outcrops. Rock removal was encountered at 34-45" inches with a hand auger. A shallow installation with an alternate system or conventional system may be considered pending pH studies. Septic system in this is recommended. Installation depths may change based on pH studies.  
 I: These soils generally have sufficient depth of soil material over bedrock to accommodate a septic system. However, trenching depths may vary. Soil conditions may vary. Soil conditions may vary. Recommended installation depths may change based on pH studies.  
 P: Soil has seasonal saturation in lower portion of soil and is subject to slow percolation in the upper portion of the soil. A shallow installation with full line gravel should provide adequate percolation.  
 R: Removing more than 12" of natural soil in these areas will require the area to be reevaluated.  
 X: Drain line installation is not recommended on these soils for any type of product.

**GENERAL NOTES AND COMMENTS:**  
 1) Base Map Source: Plat from client and Dawson County GIS data files.  
 2) All borings and test pits were located using differentially corrected GPS data.  
 3) Alterations during construction or prior to drain line installation, that result in significant changes to the natural soil profile (i.e. filling or grading 2-12"), under the supervision of those soils inspectors. Those alterations to the soil on the trench walls. Smearing of trench walls or improper installation can lead to system failure. Sites of wall should be picked if possible. Trench bottom should be raked.  
 4) Drain lines should be installed in dry conditions to preserve structure, prevent smearing and clogging.  
 5) Rock inclusions may exist that are not delineated by a Level 3 soil survey.  
 6) Installation depths are based on natural soil and should be adjusted if fill is encountered.  
 7) Infiltration rates are based on natural soil and should be adjusted if fill is encountered.  
 8) Infiltration rates are based on natural soil and should be adjusted if fill is encountered.  
 9) Infiltration rates are based on natural soil and should be adjusted if fill is encountered.  
 10) Line marking septic systems and sufficient compensation may have an effect on septic system performance and longevity.  
 11) Drain field area should be protected from construction traffic and building material placement.



**Mark Buchs Norkat Financial**  
**6275 Lakeaires Dr**  
**Cumming Ga 30040**

**LEVEL 3 SOIL SURVEY**  
 for  
 Onsite Wastewater Management Planning  
 DAWSON COUNTY, GA

SEAL

By: P. Prater,  
 Date: 8/23/17  
 Revision: No.

## Niki McCall

---

**From:** Ringle, Bill <Bill.Ringle@dph.ga.gov>  
**Sent:** Monday, December 11, 2017 5:02 PM  
**To:** Niki McCall  
**Cc:** brodieallred@gmail.com; markb103@gmail.com  
**Subject:** Proposed subdivision Parcel 118 040

Niki,

It is our understanding that there is a proposed re-zoning of the 46+ acres located at the intersection of Emmett Moss Road and Magnolia Way, to allow the parcel to be divided into minimum 1.0 acre lots. The Dawson County Board of Health has set the minimum lot size in Dawson County, for property to be served by public water, to be .75 acres for a typical 3/4 bedroom home. Based on the preliminary plat that was submitted to me by Mr. Allred, these lots will meet that requirement. Some lots may require larger areas due to landscape or soil difficulties, and some of the proposed lots may not be approved at all.

The State of Georgia Department of Public Health defines a subdivision as a single parcel that is split into at least five lots, if any one of those lots is less than three acres in size. If Mr. Allred wishes to subdivide the property, our office must perform a subdivision review of every proposed lot before we can make a statement that any individual lot can be approved for the construction of an on-site sewage management system. This review can be performed in phases, or with all 30 proposed lots at one time.

I have provided Mr. Allred with all of our forms and informational material on what is required for a subdivision review. Once we have received a complete application packet, and the fees are paid, we will perform the review.

Don't hesitate to contact me if you have any questions about this.

Thank you,  
Bill

**George W. "Bill" Ringle**  
Environmental Health Manager  
*Dawson County Environmental Health*  
189 Hwy 53 West  
Suite 102  
Dawsonville, GA 30534  
phone 706-265-2930  
fax 706-265-7529





The Welch Team &lt;info@welchproperties.com&gt;

---

**Fwd: Proposed subdivision Parcel 118 040**

1 message

---

**Brodie Allred** <brodieallred@gmail.com>  
To: Sarah Fleishel <info@welchproperties.com>

Tue, Dec 12, 2017 at 10:24 AM

I just need this email printed off.

Brodie Allred  
386-623-0906 - Cell  
brodieallred@gmail.com

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

From: **Ringle, Bill** <Bill.Ringle@dph.ga.gov>  
Date: Mon, Dec 11, 2017 at 5:01 PM  
Subject: Proposed subdivision Parcel 118 040  
To: Niki McCall <nmccall@dawsoncounty.org>  
Cc: "brodieallred@gmail.com" <brodieallred@gmail.com>, "markb103@gmail.com" <markb103@gmail.com>

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Thank you,  
Bill

**George W. "Bill" Ringle**  
Environmental Health Manager  
Dawson County Environmental Health

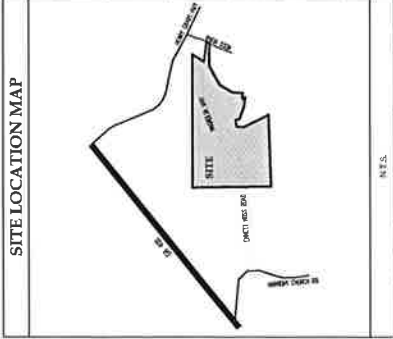
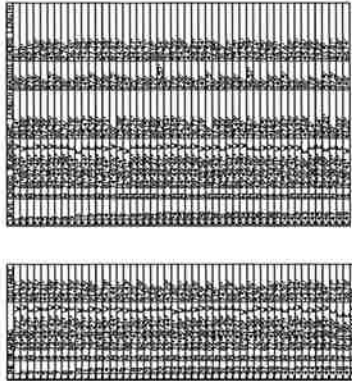
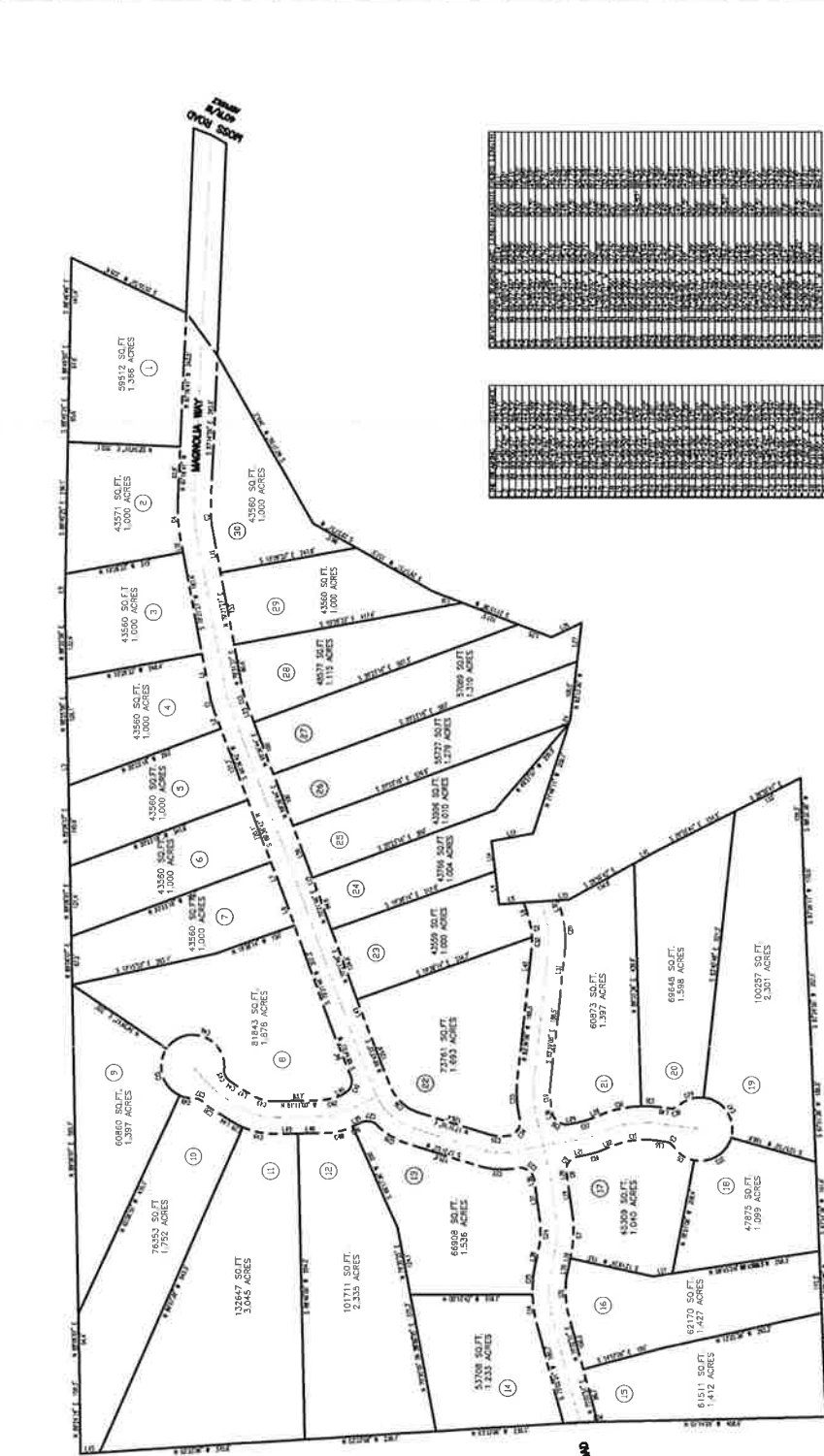
227

OWNER/DEVELOPER:

X  
Z  
Z  
Z  
Z

24-HOUR CONTACT:  
**BRODIW ALLRED**  
 (989)623-6906  
 PAVANE

DRAWING DATE: 2017-06-20

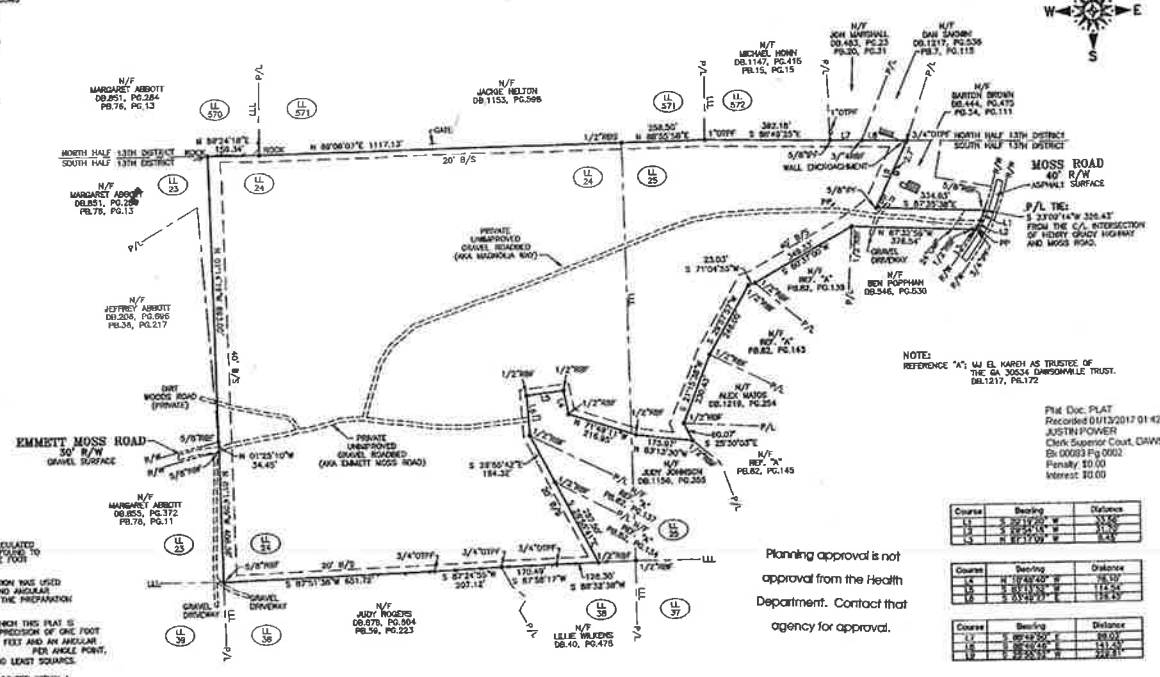


**SITE INFORMATION**

**OVERALL SITE DATA**

|                          |                             |
|--------------------------|-----------------------------|
| LAND LOT(S):             | 24 & 25                     |
| PARCEL NUMBER:           | 5117/2 3in DISTRICT 118 040 |
| SITE AREA:               | 46.773 ACRES                |
| SITE DENSITY:            | 1.55 LOTS/AC                |
| CURRENT ZONING:          | RA                          |
| PROPOSED ZONING:         | RSR                         |
| MINIMUM LOT SIZE:        | 43,500 SQ. FT. (1,000 AC.)  |
| MINIMUM BUILDING HEIGHT: | 35 FT. (35 FT. (HEIGHT))    |
| TOTAL AREA IN P/W:       | 3,537 ACRES                 |
| PROPOSED P/W:            | 3,748 L/F                   |
| TOTAL LENGTH OF ROADWAY: | 5,000 L/F                   |
| SEBCKS:                  | 500 L/F                     |

**LEGEND:**  
 BY - BORN PIN FOUND  
 CTF - CORNER TOP PINE FOUND  
 BSM - BURNED SET  
 RSM - REBAR SET  
 MFF - METAL FOUND  
 CTF - CORNER TOP PINE FOUND  
 RST - REBAR SET  
 B/S - BUILDING SETBACK  
 P/L - PROPERTY LINE  
 R/W - RIGHT OF WAY  
 N/A - NONE OR FORMERLY  
 C/L - CENTER LINE  
 LL - LAND LOT  
 LL - LAND LOT LINE  
 DL - DEED BOOK  
 PL - PLAT BOOK  
 P - PINE  
 H - HOUSE / BUILDING  
 F - FENCE



**ZONED: RA**  
 BUILDING SETBACKS  
 FRONT 60'  
 SIDE 20'  
 REAR 30'

**NOTES:**  
 THIS PLAT HAS BEEN CALCULATED FOR CORNERS AND PINS TO BE LOCATED WITHIN ONE FOOT OF 25x44.3 FEET.  
 A LOCAL TEST TOWER STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.  
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,483 FEET AND AN ANGULAR ERROR OF 0.000005° PER ANGLE POINT, AND HAS ADJUSTED USING LEAST SQUARES.  
 THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF DAWSON COUNTY, GA FLOOD MAP NUMBER 13065C01500 EFFECTIVE DATE: SEPTEMBER 26, 2006.  
 THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 18-6-47, AUTHORITY O.C.G.A. SECS. 15-6-47, 43-15-4, 43-15-6, 43-15-10, 43-15-12.

**NOTE:**  
 REFERENCE "A", WJ EL KARDI AS TRUSTEE OF THE GA. 30034 DAWSONVILLE TRUST, DB1217, PL172

FILE THIS PLAT  
 RECORDED 01/13/2017 01:42PM  
 JUSTIN POWER  
 CLERK SUPERIOR COURT, DAWSON COUNTY, GA  
 \$5.00003 Fy 0003  
 PENALTY \$0.00  
 INTEREST \$0.00

| Course | Bearing       | Distance |
|--------|---------------|----------|
| LL 23  | S 89°24'00" W | 137.80   |
| LL 24  | S 89°24'00" W | 137.80   |
| LL 25  | N 87°17'00" W | 8.24     |

| Course | Bearing       | Distance |
|--------|---------------|----------|
| LL 26  | N 1°04'00" W  | 76.10    |
| LL 27  | S 89°24'00" W | 112.24   |
| LL 28  | S 89°24'00" W | 112.24   |

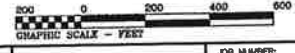
| Course | Bearing       | Distance |
|--------|---------------|----------|
| LL 29  | S 89°24'00" W | 80.00    |
| LL 30  | S 89°24'00" W | 112.24   |
| LL 31  | S 89°24'00" W | 112.24   |

Planning approval is not approval from the Health Department. Contact that agency for approval.

APPROVED  
 01/13/2017

FOR RECORDING  
*Justin Power*  
 1/13/17

**AREA = 46.73 ACRES**



PREPARED BY:  
**BENCHMARK LAND SURVEYING, P.C.**  
 4012 DERRY LANE  
 GAINESVILLE GEORGIA 30506  
 PHONE: 770.532.7203  
 EMAIL: benchmark.lso@benchmarking.com

PLAT OF BOUNDARY SURVEY FOR:  
**DONALD W. MOSS ESTATE**  
 BEING A PORTION OF THE PROPERTY REFERENCED IN DB161, PG.423  
 DAWSON COUNTY TAX PARCEL #118 040

LOCATED IN:  
**LAND LOTS - 24 & 26**  
**SOUTH HALF 13TH DISTRICT**  
**FIRST SECTION**  
**DAWSON COUNTY**  
**GEORGIA**

JOB NUMBER:  
 16-0117  
 SCALE:  
 1" = 200'  
 DATE:  
 FIELD SURVEY:  
 12-23-2016  
 PLAT PREPARATION:  
 1-02-2017

**DAWSON COUNTY PLANNING COMMISSION  
PLANNING STAFF REPORT AND RECOMMENDATION**

**Applicant**.....Brodie Allred on behalf on Norkat  
Financial, Inc.

**Amendment #** .....ZA-17-10

**Request**.....Rezoning from RA to RSR

**Proposed Use** .....30 lot single family residential subdivision

**Current Zoning** .....RA (Residential Agricultural)

**Size**.....46.73± acres

**Location** .....Magnolia Road at its intersection with Moss  
Road

**Tax Parcel** .....118-040

**Planning Commission Date** .....January 16, 2018

**Staff Recommendation** .....Approval

**Applicant Proposal**

The applicant is seeking to rezone approximately 46.73± acres from RA (Residential Agriculture) to RSR (Residential Sub Rural) to develop a 30 lot single family residential subdivision. The subject property has access to both Moss Road and Emmett Moss Road.

**History and Existing Land Uses**

The subject property is currently vacant and zoned RA with access via Magnolia Way, a dirt road that is rutty and in need of repair. If approved, the applicant/owner plans to pave Magnolia road to serve the proposed 30 lots. Please see site plan.

The subject property is wooded and all adjacent properties to the North, South, East, and West are residentially zoned, with single family residential structures.

| <b>Adjacent Land Uses</b> | <b>Existing zoning</b> | <b>Existing Use</b>       |
|---------------------------|------------------------|---------------------------|
| North                     | RSR                    | Single family residential |
| South                     | RA                     | Single family residential |
| East                      | RSRMM                  | Single family residential |
| West                      | RSR & RA               | Single family residential |

### **Development Support and Constraints**

As currently zoned, the applicant is limited to lower density as RA requires a minimum lot size of five (5) acres to develop a major subdivision. If approved, the applicant seeks to develop a 30 lot subdivision with a minimum of one (1) acre lots with paved road access off of Moss Road. The development would be single family site built houses served by public water and onsite septic systems. A variance to waive curb and gutter paving requirements is part of a separate application.

### **Relationship to the Comprehensive Plan and FLUP (Future Land Use Plan)**

According to the 2013-2033 comprehensive plan and accompanying FLUP (Future Land Use Plan), the subject property is identified as Sub-rural Residential. The Sub-rural residential designation is identified in areas of the County that may receive new residential development at densities of one (1) acre with a public water source.

With the Sub-rural Residential designation, this request to rezone to RSR is both consistent with and aligns with the policies and intent of the Dawson County Comprehensive Plan.

### **Public Facilities/Impacts**

- a) **Engineering Department** – Applicant/owner shall pave Emmett Road at their expense back to Harmony Church Road if they want to use Emmett Road for access.
- a) **Environmental Health Department** – All lots must support an onsite septic system.
- b) **Emergency Services** – No comments necessary.
- c) **Etowah Water & Sewer Authority** – Must meet EWSA standards.
- d) **Dawson County Sheriff's Office** – No comments necessary.
- e) **Board of Education** – No major impact to school system.
- f) **Georgia Department of Transportation** – No comments necessary.

### **Analysis/Factors to consider**

- There is existing RSR zoned properties adjacent to the subject property.
- As zoned, RA- the applicant could develop a residential subdivision, but at much lower density than being sought with this application.
- The future land use map of the Comprehensive Plan anticipates this area of the County to be utilized as residential development and the project as proposed, appears to be consistent with the plan.

**The following observations should be noted with respect to this request:**

**A. The existing uses and classification of nearby property.**

Adjacent properties to the North, South, East and West are residentially zoned; consistent with the request as proposed.

**B. The extent to which property values are diminished by the particular land use classification.**

As currently zoned- RA, the applicant is limited to lower density, which can equate to a diminished property value. If rezoned to RSR, a higher yield could be gained.

**C. The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public.**

This rezoning should not be a destruction of property values or affect the general welfare of the public.

**D. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.**

The relative gain to the public will be more housing choices in an area anticipated to receive residential growth. If denied, the hardship will be a lower yield with RA that requires five (5) acres per lot.

**E. The suitability of the subject property for the proposed land use classification.**

This request as proposed should be seen as suitable to the proposed land use classification.

**F. The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property.**

As currently zoned, the lower yield that could be achieved in RA zoning promotes vacancy. This area of the County is anticipated to receive single family residential development on one (1) acre lots served by public water and the application is consistent with this anticipation.

**G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.**

Granting the rezoning should not harm the surrounding area.

## **Staff Recommendation**

Staff has reviewed the application for rezoning from RA to RSR. Based on the above analysis and information provided, the planning department recommends **APPROVAL** of the rezoning with the following stipulations.

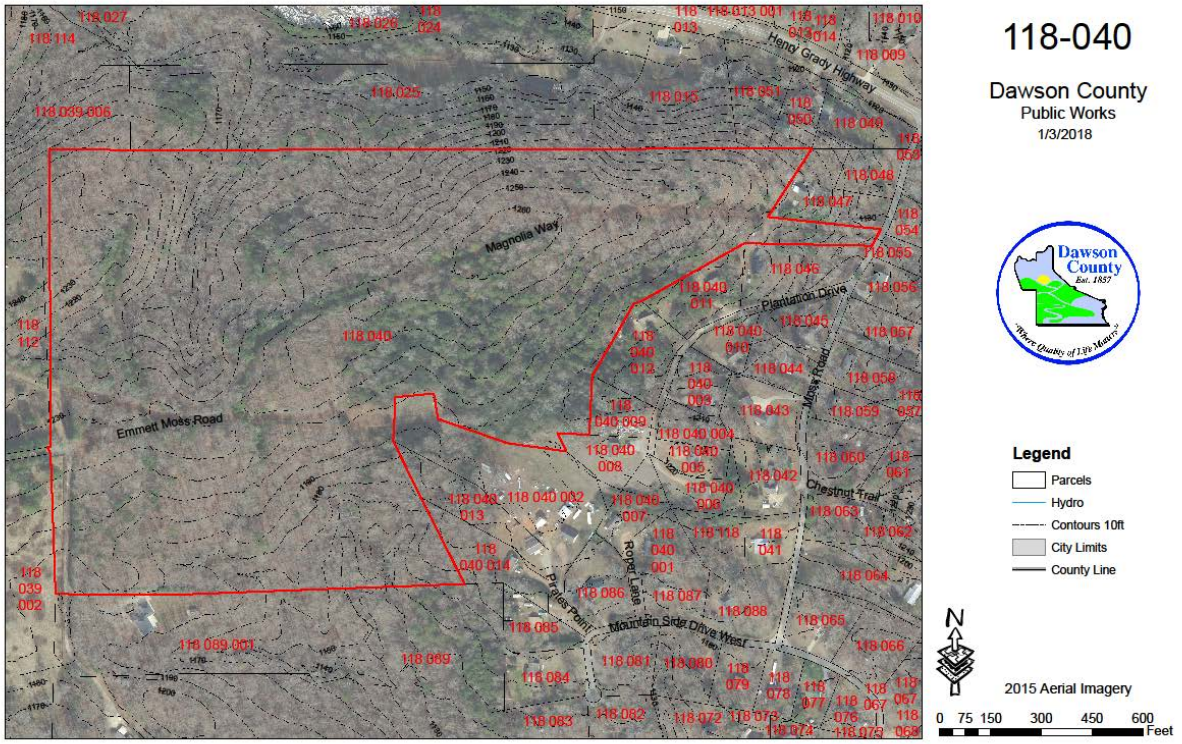
- (1) The development shall be limited to a maximum of 30 lots.
- (2) All dwellings shall be single family site built homes with a minimum of 1,200 sq. ft. of heated floor area per dwelling.
- (3) Access shall be limited to Moss Road only.
- (4) All roads created to serve the subdivision shall be paved and the financial responsibility of the applicant/owner and all work shall be approved by Dawson County Public Works prior to final platting and/or any building permits being issued.
- (5) All stipulations of zoning shall be made a part of any plats, plans, or permits associated with this development.

Pictures of zoning signs placed on property:

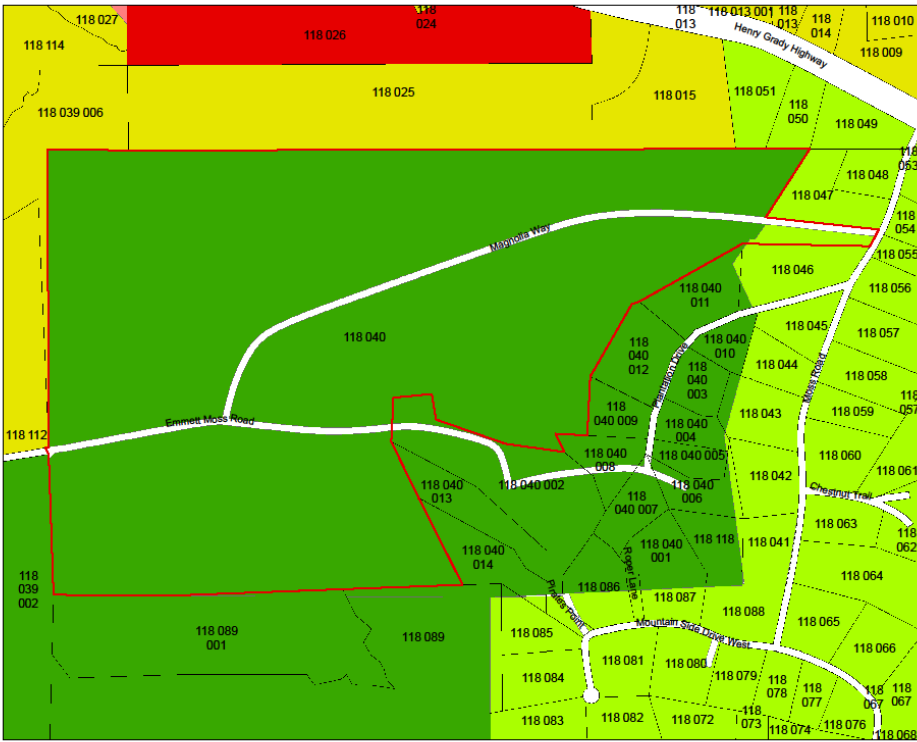




Maps:

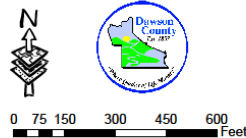


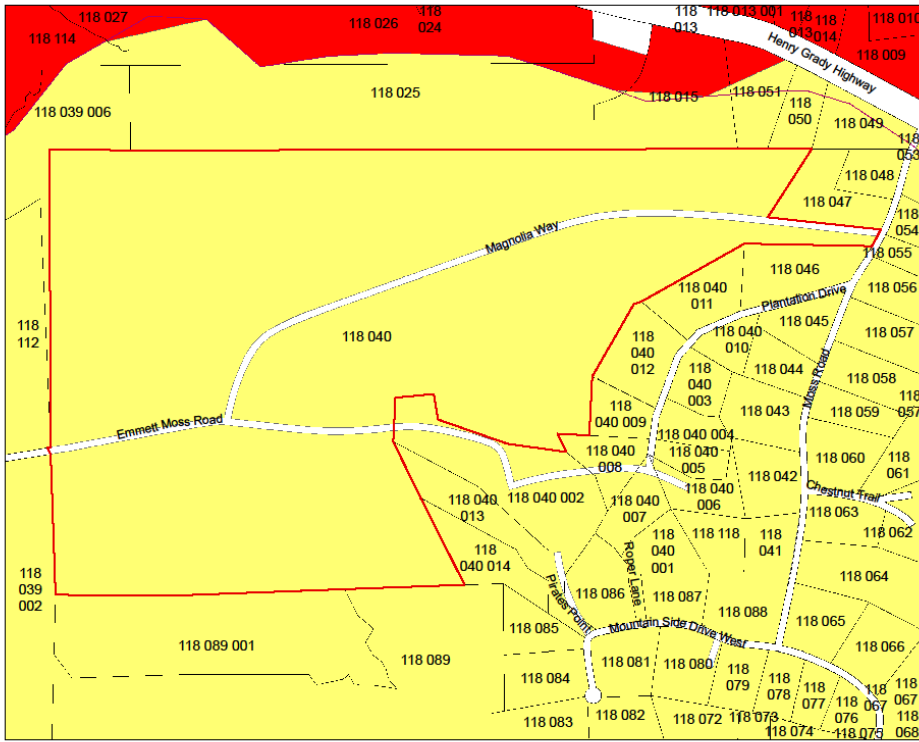




# 118-040 Current Zoning Dawson County Public Works 1/3/2018

- Legend**
- Parcels
  - Zoning**
    - Historic District
    - MIXED USE VILLAGE
    - RA
    - RPC
    - RSR
    - RL
    - RMF
    - RMHP
    - RT
    - RS
    - RRE
    - RSRMM
    - VC
    - VCR
    - C-DI
    - C-CB
    - C-HB
    - C-IR
    - C-PCD
    - C-RB
    - C-TB
    - CT
    - City Limits
    - County Line





# 118-040 Future Land Use Dawson County Public Works 1/3/2018



### Legend

- Parcels
- Rural Corridor Protection
- Scenic Byways
- Groundwater\_Recharge\_Areas
- Mountain\_protection
- River\_Protection
- Watershed\_Protection\_Overlay\_District
- Future Landuse**
- Exurban Residential
- Rural Residential
- Sub-Rural Residential
- Suburban Residential
- Planned Residential Community
- Town Residential
- Multiple-family Residential
- Lakefront Residential
- Commercial - Highway
- Crossroads Commercial
- Campus-Style Business Park
- Office/Professional
- Mixed Use Village
- Public/Institutional
- Light Industrial
- Transportation/Communication/Utilities
- Agriculture
- Parks/Recreation/Conservation
- Forestry
- Water
- Water Supply Protection Area
- City Limits
- County Line



0 75 150 300 450 600 Feet



**Backup material for agenda item:**

1. Text Amendments to the Land Use Resolution of Dawson County



Dawson County Planning & Development Department  
Office of Planning & Zoning

25 Justice Way, Suite 2322, Dawsonville, GA 30534 (706) 344-3500 x.42335

Jason Streetman, AICP  
Planning Director

**MEMORANDUM:**

TO: DAWSON COUNTY PLANNING COMMISSION & BOARD OF COMMISSIONERS  
FROM: JASON STREETMAN  
RE: AMENDMENTS TO LAND USE RESOLUTION & 400 CORRIDOR OVERLAY  
DATE: JANUARY 10, 2018

Dear PC/BOC members:

In an effort to improve development standards and better provide for consistent land development within Dawson County, we are asking you to consider and approve the following text amendments to the Dawson County Land Use Resolution and 400 Corridor Overlay.

As you review the requested text changes in a separate document, any proposed additions will be in **red bold text**. Any proposed deletions will have a **bold strikethrough**. Unaffected text shall remain unchanged.

**Notice to revise/amend certain text of the Land Use Resolution of Dawson County, Georgia:**

Section 300 Purpose –campers, travel trailers, busses, utility buildings cannot be used as a dwelling.  
Section 305 Manufactured homes, moved in subject to inspection prior to permitting.  
Section 306 RMF –height of structures not limited in multi-family dwelling units.  
Section 309 RA – wedding venues allowed as ancillary/accessory use with a minimum of 15 acres  
Section 404 C-PCD-height of structures not limited in 2 or 3 story buildings.  
Section 407 Conditional Use- better define conditional uses in lieu of traditional rezoning  
Section 606 Nonconforming Uses.- reduce re-establishing from 1 year to 90 days.  
Sections 1301Definitions: Industrialized Building & Manufactured Home- and others

**Notice to revise/amend certain text of the Development and Design Guidelines Georgia 400 Corridor Dawson County, Georgia:**

Section 5.8 Landscaping, Additional Requirements--see more restrictive landscaping/tree ordinance  
Section 6.3 Exterior Materials-replaces should with shall, takes franchise aesthetics into consideration.  
Section 7.1 Generally- tightens up requirements for storage areas, transformers, generators etc.  
Section 7.2 Trash Enclosures- no longer allows chain link fencing.  
Section 8.3 Automobile Sales, Parts, and Service Establishments- removes should for shall  
Section 12.9 Signs, Requirements- see more restrictive landscaping/tree ordinance.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning

Work Session: 2.8.18

Prepared By: Streetman

Voting Session: 2-15-18

Presenter: Streetman

Public Hearing: Yes  No

Agenda Item Title: Text Amendments to Dawson County Land Use Resolution and GA 400 Corridor Overlay Standards

**Background Information:**

In an effort to clean up outdated, confusing, or improve development regulations for the County, we are asking you to consider and approve the following text amendments to the Dawson County Land Use and GA 400 Corridor Overlay Standards.

**Current Information:**

Please see separate documents to include: A memo with the specific sections to be amended of both codes and complete land use and GA 400 Corridor overlay regulations with the new amendments added.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
|      |       |          |        |         |           |           |

Recommendation/Motion: Approve

Department Head Authorization: JStreetman

Date: 2.2.18

Finance Dept. Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

# LAND USE RESOLUTION of DAWSON COUNTY, GEORGIA

---

***Approved and Adopted in Regular Session by***

The Board of Commissioners

February 23, 1998

Amended June 22, 1998

Amended May 1, 2003

Amended December 16, 2004

Amended May 19, 2005

Amended June 16, 2005

Amended July 7, 2005

Amended July 21, 2005

Amended July 6, 2006

Amended November 2, 2006

Amended July 6, 2007

Amended April 1, 2010

Amended January 20, 2011

Amended October 17, 2013

**Current Board of Commissioners:**

Mike Berg, Chairman

Gary Pichon, District 1

James Swafford, District 2

Jimmy Hamby, District 3

Julie Hughes Nix, District 4

NOTE: The amended or revised date above will be updated with each change to the resolution, the Planning and Development department can inform you of the most current edition.

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**ARTICLE I**  
**TITLE, PURPOSE, AND JURISDICTION**

**Section 100. Title.**

This Resolution shall be known and may be cited as the Dawson County Land Use Resolution.

**Section 101. Purpose.**

The purpose of this Resolution is to advance and encourage the development of economically sound and stable land use patterns within the unincorporated areas of Dawson County, Georgia; to reduce or eliminate the occurrence of certain conditions, which may threaten the safety, health, morals, or general welfare of the citizens of Dawson County. In order to insure this purpose is maintained and prevent arbitrary or unreasonable land use and districting decisions, this Resolution has been prepared and is administered with guidance from the following:

- A. Future District Map (Article VIII)
- B. Present Land Use District Map (Article VII)
- C. Guidelines for Granting Amendments (Article X)
- D. Guidelines for Granting Variances (Article IX)
- E. Constitution of the State of Georgia, 1983, Article IX, Section II, Paragraph IV.

This Resolution provides for the establishment of Land Use Districts; Residential Land Use Districts; Commercial Land Use Districts; variance and amendment procedures; future and present district maps; administrative and enforcement procedures; general provisions; powers of various county officials; and definitions of terms used. This Resolution has been prepared in accordance with and pursuant to the Constitution of the State of Georgia, 1983, Article IX, Section II, Paragraph IV.

**Section 102. Jurisdiction.**

This Resolution applies to all the land within the unincorporated areas within the political boundary of Dawson County, Georgia.

## **ARTICLE II ESTABLISHMENT OF LAND USE DISTRICTS**

### **Section 200. Purpose.**

The purpose of this Article is to establish and explain Land Use Districts used in this Resolution and to divide Dawson County into Land Use Districts.

### **Section 201. Land Use Districts Established.**

Under this Resolution, Dawson County is divided into the following Land Use Districts:

#### A. Residential Land Use Districts

- |          |  |
|----------|--|
| 1. RT    | Residential Town                               |
| 2. RL    | Residential Lakefront                          |
| 3. RS    | Residential Suburban                           |
| 4. RSR   | Residential Sub-Rural                          |
| 5. RSRMM | Residential Sub-Rural Manufactured/Moved       |
| 6. RMF   | Residential Multiple-family                    |
| 7. VCR   | Vacation Cottage Restricted (deleted category) |
| 8. VC    | Vacation Cottage (deleted category)            |
| 9. RA    | Residential Exurban/Agricultural               |
| 10. RRE  | Residential Rural Estate                       |
| 11. RPC  | Residential Planned Community                  |
| 12. RMHP | Residential Manufactured/ Mobile Home Park     |

#### B. Commercial Land Use Districts

- |          |                                    |
|----------|------------------------------------|
| 1. C-RB  | Rural Business                     |
| 2. C-CB  | Community Business                 |
| 3. C-HB  | Highway Business                   |
| 4. C-PCD | Planned Comprehensive Development  |
| 5. C-OI  | Office, Institutional              |
| 6. C-IR  | Industrial Restricted              |
| 7.       | Commercial Tower (CONDITIONAL USE) |

#### C. Mixed Use Village (MUV)

### **Section 202. Land Use Districts Explained.**

Land Use Districts are areas of land within the county, which have different standards for development and use. These standards and uses are prescribed in order to provide the citizens of Dawson County with economically sound and stable land development to protect established values; protect the citizens of Dawson County from fire and health dangers; plan for growth within the county consistent with the ability to provide adequate services to the present and future citizens of Dawson County.

## ARTICLE III RESIDENTIAL LAND USE DISTRICTS

### **Section 300. Purpose.**

The purpose of this Article is to establish Residential Land Use Districts and to provide standards for development and use. Residential Districts are established to prevent incompatible uses, which could reduce or destroy established values or environment within communities in Dawson County. This Resolution provides guidelines for change or development and gives citizens an opportunity for input into the decision-making process before significant changes are made that affect the county.

- **Non dwelling structures to include but not limited to:** Campers, travel trailers, recreational vehicles, motor homes, busses, and **utility buildings, and the like, which may require or may have been required to purchase a tag for travel on the road** cannot be **permanently** connected to utilities and cannot be used as a **single family dwelling** in any zoning **category district**.

### **Section 301. RT Residential Town.**

Residential Town Districts are areas where urbanized single family residential growth occurs near the City limits of Dawsonville. These areas are typified by small lot single-family construction with access to public water and sewer. Uses that will devalue investment and undermine environmental quality are prohibited. Buffers should be provided from more intensive or commercial development.

- A. Permitted Uses. The following uses are allowed within this district. Uses not listed in this Subsection are prohibited in this district.
1. Single family dwellings with on-site construction only. Only one principal residence per parcel of land.
  2. Short-Term Home Rentals in accord with the definition of "short-term home rental" and that also comply with the following requirements:
    - a. Only one rental residence is allowed per parcel.
    - b. Must obtain a permit from the Dawson County Planning and Development department.
    - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
    - d. Parking must be provided off-street for a minimum of two (2) vehicles.
    - e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
    - f. Short Term Rental Permit requirements:
      - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short-term rental unit.
      - ii. The permit shall include a notarized statement signed by the owner/ operator that the short-term rental shall be in compliance with these regulations.
      - iii. Proof of ownership is required at time of permitting.
      - iv. Short-term rental structure must have a Certificate of Occupancy prior to issuance of permit.
      - v. Unless revoked the short-term rental permit is valid for one year from the date of issuance of the permit.

- vi. If the permit is revoked or denied, it may be appealed to the Board of Commissioners.
  3. Churches or other places of worship and cemeteries.
  4. Accessory uses, such as private garages, swimming pools, home workshops, tennis courts, children's play houses, small gardens, non-commercial greenhouses, and home offices. Accessory uses must be located on a parcel that is currently occupied by a principal residential structure.
    - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
      - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size but shall meet all setback requirements.
  5. Animals such as dogs or cats owned by the resident for their personal enjoyment in compliance with the Dawson County Animal Control Ordinance and not for commercial purposes.
  6. Home Occupations upon approval if the following requirements are met in addition to those found under Article VI, Section 611.
    - a. The use of an accessory building for a home occupation is prohibited.
  7. Industrialized single family modular home.
  8. Public parks and subdivision amenity areas.
  9. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club houses or community rooms and other similar uses if the following conditions are met:
    - a. Adequate parking area is provided for the amenity area; typically a minimum of 15 parking spaces, unless a variance is approved.
    - b. The area is fenced and landscaped. All pools shall be landscaped and screened such that at least 50% of the view from the public road is obscured.
    - c. The amenity area is constructed and completed in the first phase of the development.
    - d. Lighting is provided for the parking area and all walkways and pedestrian access points.
  10. Schools and other public buildings.
  11. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel, unless a Variance is approved.
- B. Prohibited Uses.
1. Commercial Uses.
  2. Industrial Uses.

3. Manufactured (Mobile) Homes and houses moved from other locations (excluding industrialized modular homes) are prohibited.
4. Animals that individually or in numbers create a nuisance by noise, smell, unsanitary or visual effects. Horses are prohibited. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages in accord with the same provisions of this sub-section. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

C. Building Requirements.

The minimum area, yard, setback, and building requirements in the RT Land Use District are as set forth herein unless a variance is approved.

1. Minimum Lot Size: 1.50 acre on septic tank and well; 0.75 acre on septic and community or public water; 0.40 acre on public water and sewer; minimum width at building line - 75 feet, minimum depth - 100 feet.
2. Minimum Setbacks: Front yard - 80 feet on parkways, 60 feet on state highways, 30 feet on others; side yard - 10 feet; rear yard - 20 feet. Front yard setback applies to all frontages on publicly maintained streets with the exception of rear alleys.
3. Minimum Setbacks for Accessory Structures: Front Yard – 40 feet; side yard 5 feet; and Rear Yard 10 feet
4. Maximum Building Height: 35 feet.
5. Please note that should a principal residential structure be located less than 15' from any property line, additional local fire codes must be addressed.

**Section 302. RL Residential Lakefront.**

Residential Lakefront Districts are areas of single family residential growth that continue to infill around Lake Lanier. These areas are typified by small lot single-family construction with access to public water and are found on, or very near, the lake shore. Uses that will devalue investment and undermine environmental quality are prohibited. Conservation subdivisions are welcomed in this district. However, buffers shall be provided from more intensive or commercial development.

A. Permitted Uses. The following uses are allowed within this district. Uses not listed in this Subsection are prohibited in this district.

1. Single family dwellings with on-site construction only. Only one principal residence per parcel of land.
2. Bed and Breakfast establishment in accord with the definition of "bed and breakfast" and that complies with the following requirements:
  - a. Bed and Breakfast Permit requirements:
    - i. The permit shall include the name and phone number of the owner/operator whose primary residence is the Bed and Breakfast.
    - ii. Only one Bed and Breakfast is allowed per parcel.
    - iii. The number of guest rooms is limited to one less than the total number of bedrooms in the dwelling unit, with an overall maximum of 6 guest rooms. Maximum occupancy is limited to two adults per guest room.
    - iv. Must remit all applicable hotel/motel taxes.
    - v. The permit shall include a notarized statement signed by the owner/operator that the Bed and Breakfast shall be in compliance with these regulations.
    - vi. Proof of ownership is required at time of permitting.
    - vii. Bed and Breakfast structure must have a Certificate of Occupancy prior to issuance of permit.
    - viii. Unless revoked the Bed and Breakfast permit is valid for one year from the date of issuance of the permit.
    - ix. Structure must be inspected and approved by Dawson County Fire Marshal and Building Official prior to the issuance of the Bed and Breakfast permit.
    - x. Off street parking spaces must be provided and screened from the view of adjoining property uses and the public street.
    - xi. If the permit is revoked or denied, it may be appealed to the Board of Commissioners.
3. Short-Term Home Rentals in accord with the definition of "short-term home rental" and that also comply with the following requirements:
  - a. Only one rental residence is allowed per parcel.
  - b. Must obtain a permit from the Dawson County Planning and Development department.
  - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
  - d. Parking must be provided off-street for a minimum of two (2) vehicles.

- e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
  - f. Short Term Rental Permit requirements:
    - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
    - ii. The permit shall include a notarized statement signed by the owner/ operator that the short term rental shall be in compliance with these regulations.
    - iii. Proof of ownership is required at time of permitting.
    - iv. Short term rental structure must have a Certificate of Occupancy prior to issuance of permit.
    - v. Unless revoked the short term rental permit is valid for one year from the date of issuance of the permit.
    - vi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
4. Churches or other places of worship and cemeteries.
  5. Accessory uses, such as private garages, swimming pools, home workshops, tennis courts, children's play houses, small gardens, non-commercial greenhouses, and home offices. Accessory uses must be located on a parcel that is currently occupied by a principal residential structure.
    - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
      - i. Exception: When the lot size is three (3) acres or greater than the size of the accessory structure shall not be regulated in size but shall meet all setback requirements.
  6. Animals such as dogs or cats owned by the resident for their personal enjoyment in compliance with the Dawson County Animal Control Ordinance and not for commercial purposes.
  7. Home Occupations upon approval if the following requirements are met in addition to those found under Article VI, Section 611.
    - a. The use of an accessory building for a home occupation is prohibited.
  8. Industrialized single family modular home.
  9. Public parks and subdivision amenity areas.
  10. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club houses or community rooms and other similar uses provided that the following conditions are met:
    - a. Adequate parking area is provided for the amenity area, typically a minimum of 15 parking spaces, unless a variance is approved,
    - b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.



- c. The amenity area is constructed and completed in the first phase of the development.
  - d. Lighting is provided for the parking area and all walkways and pedestrian access points.
11. Schools and other public buildings.
  12. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel unless a variance is approved.

B. Prohibited Uses.

1. Commercial Uses.
2. Industrial Uses.
3. Manufactured (Mobile) Homes and houses moved from other locations (excluding industrialized modular homes) are prohibited.
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Horses on lots less than 3 acres and stables housing horses other than those owned by the resident are prohibited. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

C. Building Requirements.

The minimum area, yard, setback, and building requirements in the RL Land Use District are as set forth herein, unless a variance is approved.

1. Minimum Lot Size: 1.50 acre on septic tank and well; 0.75 acre on septic and community or public water; 0.75 acre on public water and sewer; minimum width at building line - 75 feet, minimum depth - 100 feet.
2. Minimum Setbacks: Front yard – 80 feet on parkways, 60 feet on state highways, 40 feet on others; side yard - 10 feet; rear yard - 20 feet. Front yard setback applies to all frontages on publicly maintained streets with the exception of rear alleys.
3. Minimum Setbacks for Accessory Structures: Front Yard –100 feet on parkways, 60 feet on state highways, 40 feet; on others; Side Yard 5 feet; and Rear Yard 10 feet
4. Maximum Building Height: 35 feet.
5. If a principal residential structure is located less than 15' from any property line, then local fire codes impose certain requirements.
6. All utilities shall comply with applicable regulations, and street lighting shall be included on all new public streets.

**Section 303. RS Residential Suburban.**

Residential Suburban Districts are areas where single family residential growth occurs in the southeastern portion of Dawson County. These areas are typified by conventional subdivision development and suburban style, single-family, on-site construction. Uses that will devalue investment and undermine environmental quality are prohibited. Conservation subdivisions are welcome in this district. However, buffers shall be provided from more intensive or commercial development.

- A. Permitted Uses. The following uses are allowed within this district. Uses not listed in this Subsection are prohibited in this district.
1. Single family dwellings with on-site construction only. Only one principal residence per parcel of land.
  2. Churches or other places of worship and cemeteries.
  3. Accessory uses, such as private garages, swimming pools, home workshops, tennis courts, children's play houses, small gardens, non-commercial greenhouses, and home offices. Accessory uses must be located on a parcel that is currently occupied by a principal residential structure.
    - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
      - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size but shall meet all setback requirements.
  4. Short-Term Home Rentals in accord with the definition of "short-term home rental" and that also comply with the following requirements:
    - a. Only one rental residence is allowed per parcel.
    - b. Must obtain a permit from the Dawson County Planning and Development department.
    - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
    - d. Parking must be provided off-street for a minimum of two (2) vehicles.
    - e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
    - f. Short Term Rental Permit requirements:
      - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
      - ii. The permit shall include a notarized statement signed by the owner/operator that the short term rental shall be in compliance with these regulations.
      - iii. Proof of ownership is required at time of permitting.
      - iv. Short term rental structure must have a Certificate of Occupancy prior to issuance of permit.
      - v. Unless revoked the short term rental permit is valid for one year from the date of issuance of the permit.

- vi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
  5. Animals such as dogs or cats owned by the resident for their personal enjoyment in compliance with the Dawson County Animal Control Ordinance and not for commercial purposes.
  6. Home Occupations upon approval if the following requirements are met in addition to those found under Article VI, Section 611.
    - a. The use of an accessory building for a home occupation is prohibited.
  7. Industrialized single family modular home.
  8. Public parks and subdivision amenity areas.
  9. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club houses or community rooms and other similar uses Provided that the following conditions are met:
    - a. Adequate parking area is provided for the amenity area; typically a minimum of 15 parking spaces, unless a variance is approved.
    - b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.
    - c. The amenity area is constructed and completed in the first phase of the development.
    - d. Lighting is provided for the parking area and all walkways and pedestrian access points.
  10. Schools and other public buildings.
  11. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel, unless a variance is approved.
- B. Prohibited Uses.
1. Commercial Uses.
  2. Industrial Uses.
  3. Manufactured (Mobile) Homes and houses moved from other locations are prohibited.
  4. Animals that individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Horses are prohibited. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages. No swine are permitted.
  5. Any use not permitted in accord with the terms hereof.
- C. Building Requirements.

The minimum area, yard, setback, and building requirements in the RS Land Use District are as follows, unless a variance is approved:

1. Minimum Lot Size: 1.50 acre on septic tank and well; 1 acre on septic and community or public water; 1 acre on public water and sewer; minimum width at building line - 75 feet, minimum depth - 100 feet.
2. Minimum Setbacks: Front yard - 80 feet on parkways, 60 feet on state highways, 40 feet on others; side yard - 10 feet; rear yard - 20 feet. Front yard setback applies to all frontages on publicly maintained streets with the exception of rear alleys.
3. Minimum Setbacks for Accessory Structures: Front Yard – 40 feet; Side Yard 5 feet; and Rear Yard 10 feet
4. Maximum Building Height: 35 feet.
5. If a principal residential structure be located less than 15' from any property line, then local fire codes impose certain requirements.
6. All utilities shall comply with applicable codes, and street lighting may be included on new public streets.

**Section 304. RSR Residential Sub-Rural**

Residential Sub-Rural Districts are areas where substantial investment in permanent residences has been and will be made. Uses that will devalue investment and undermine environmental quality are prohibited. The size of lots should be large with a pleasing environment and should be located away from intensive or commercial development. Conservation subdivisions are welcome in this district, however, buffers shall be provided from more intensive or commercial development. Manufactured, relocated, or temporary housing is not permitted.

A. Permitted Uses. Uses not listed in this Subsection are prohibited in this district.

1. Single family dwellings with on-site construction only. Only one principal residence per parcel of land.
2. Churches or other places of worship and cemeteries.
3. Accessory uses, such as private garages, swimming pools, home workshops, tennis courts, children's play houses, small gardens, non-commercial greenhouses, and home offices. Accessory uses must be located on a parcel that is currently occupied by a principal residential structure.
  - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
    - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
4. Short-Term Home Rentals in accord with the definition of "short-term home rental" and that also comply with the following requirements:
  - a. Only one rental residence is allowed per parcel.
  - b. Must obtain a permit from the Dawson County Planning and Development department.
  - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
  - d. Parking must be provided off-street for a minimum of two (2) vehicles.
  - e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
  - f. Short Term Rental Permit requirements:
    - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
    - ii. The permit shall include a notarized statement signed by the owner/operator that the short term rental shall be in compliance with these regulations.
    - iii. Proof of ownership is required at time of permitting.
    - iv. Short term rental structure must have a Certificate of Occupancy prior to issuance of permit.
    - v. Unless revoked the short term rental permit is valid for one year from the date of issuance of the permit.

- vi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
  - 5. Animals such as dogs or cats owned by the resident for their personal enjoyment and not for commercial purposes.
  - 6. Home Occupations if requirements in Article VI, Section 611 are met.
    - a) The use of an accessory building for a home occupation is prohibited.
  - 7. Industrialized Single Family Modular Home.
  - 8. Public parks and Subdivision amenity areas
  - 9. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club house or community rooms and other similar uses Provided that the following conditions are met:
    - a. Adequate parking area is provided for the amenity area, typically a minimum of 15 parking spaces
    - b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.
    - c. The amenity area is constructed and completed in the first phase of the development.
    - d. Lighting is provided for the parking area and all walkways and pedestrian access points.
  - 10. Schools and other public buildings
  - 11. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel, unless a Variance is approved.
- B. Prohibited Uses.
- 1. Commercial Uses.
  - 2. Industrial Uses.
  - 3. Manufactured (Mobile) Homes and houses moved from other locations (Except industrialized single family modular homes).
  - 4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
  - 5. Horses are prohibited on lots less than (3) acres.
  - 6. Any use not permitted in accord with terms hereof.

### C. Building Requirements.

The minimum area, yard, setback, and building requirements in the RSR Land Use District are as follows, unless a variance is approved:

1. Minimum Lot Size: 1.50 acre on septic tank and well; 1 acre on septic and community or public water; minimum width at building line - 100 feet, minimum depth - 150 feet.
2. Minimum Setbacks: Front yard - 100 feet on parkways, 60 feet on state highways, 40 feet on others; side yard - 10 feet; rear yard - 20 feet. Except that no setbacks are required from U.S. Army Corps of Engineers line on Lake Lanier unless a road is involved. Front yard setback applies to all frontages on publicly maintained streets with the exception of rear alleys.
3. Minimum Setbacks for Accessory Structures: Front Yard – 100 feet on parkways, 60 feet on state highways, 40 feet on others; Side Yard 5 feet; and Rear Yard 10 feet
4. Maximum Building Height: 35 feet.
5. If a principal residential structure is located less than 15' from any property line, then local fire code imposes certain requirements.

**Section 305. RSRMM Residential Sub-Rural Manufactured/Moved**

Residential Sub-Rural Manufactured/Moved Districts are similar to RSR Districts except that Manufactured Housing and houses moved from other locations are permitted.

A. Permitted Uses. Uses not listed in this Subsection are prohibited in this district.

1. Single family dwellings with on-site construction only. Only one principal residence per parcel of land.
2. Churches or other places of worship and cemeteries.
3. Accessory uses, such as private garages, swimming pools, home workshops, tennis courts, children's play houses, small gardens, non-commercial greenhouses, and home offices. Accessory uses must be located on a parcel that is currently occupied by a principal residential structure.
  - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
    - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
4. Short-Term Home Rentals in accord with the definition of "short-term home rental" and that also comply with the following requirements:
  - a. Only one rental residence is allowed per parcel.
  - b. Must obtain a permit from the Dawson County Planning and Development department.
  - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
  - d. Parking must be provided off-street for a minimum of two (2) vehicles.
  - e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
  - f. Short Term Rental Permit requirements:
    - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
    - ii. The permit shall include a notarized statement signed by the owner/operator that the short term rental shall be in compliance with these regulations.
    - iii. Proof of ownership is required at time of permitting.
    - iv. Short term rental structure must have a Certificate of Occupancy prior to issuance of permit.
    - v. Unless revoked the short term rental permit is valid for one year from the date of issuance of the permit.
    - vi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
5. Animals such as dogs or cats owned by the resident for their personal enjoyment and not for commercial purposes.



6. Home Occupations if requirements in Article VI, Section 611 are met

a. The use of an accessory building for a home occupation is prohibited.

7. Industrialized Single Family Modular Home.

8. Public parks and Subdivision amenity areas

9. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club house or community rooms and other similar uses Provided that the following conditions are met:

- a. Adequate parking area is provided for the amenity area, typically a minimum of 15 parking spaces
- b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.
- c. The amenity area is constructed and completed in the first phase of the development.
- d. Lighting is provided for the parking area and all walkways and pedestrian access points.

10. Schools and other public buildings

11. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel, unless a Variance is approved.

12. Manufactured Housing and houses moved from another location. Only one principal residence per parcel of land.

B. Prohibited Uses.

1. Commercial Uses.

2. Industrial Uses.

3. Animals, which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted. Horses are prohibited on lots less than (3) acres.

4. Any use not permitted in accord with the terms hereof.

C. Building Requirements.

Unless a variance is approved, the minimum area, yard, setback, and building requirements in the RSRMM District are the same as in the RSR District.

D. Manufactured Home Compatibility Standards. Manufactured or mobile homes are allowed provided that only one such principal residence is permitted per lot and shall be subject to the following compatibility standards:

1. The home shall be attached to a permanent foundation; each home shall be provided with anchors and tie downs such as cast-in-place concrete deadmen or other similar devices, which secure the stability of the home, approved by the Building Official.
2. There is no age restriction on a mobile home or moved in house, **however, any mobile home or moved in house proposed for setup and placement within Dawson County may be subject to inspection at the discretion of the Building Official to determine sound condition and compliance with this resolution prior to permitting.**
3. All towing devices, wheels, axles and hitches must be removed.
4. At each exit door there must be a landing that is a minimum of forty-eight inches (48") by forty-eight inches (48").
5. The roof shall have a surface of wood shakes, asphalt composition, wood shingles, concrete, fiberglass, or metals tiles, slate built up gravel materials, or other similar materials approved by the Building Official. All roofs shall have a minimum 4/12 pitch to approximate the traditional architecture within the county to protect the public health, safety and welfare.
6. The exterior siding materials shall consist of wood, masonry, concrete, stucco, masonite, metal or vinyl lap or other materials of like appearance.
7. Each home shall be completely skirted with an appropriate barrier, properly ventilated, to enclose the area between the bottom of the structure and the ground. Such skirting shall not be required for that home with a complete masonry or concrete perimeter foundation.
8. Each home shall be established in accordance with the installation instructions from the manufacturer, as appropriate.
9. All utility connections, including but not limited to water, sanitary sewer/septic tank, electricity and gas shall be made as required by all building codes of the county.
10. Said home shall compare aesthetically to site-built and other housing in the immediate general area within the same zoning or residential district or area.
11. **Non dwelling structures to include but not limited to:** Campers, travel trailers, recreational vehicles, motor homes, busses, and **utility buildings, and the like, which may require or may have been required to purchase a tag for travel on the road** cannot be **permanently** connected to utilities and cannot be used as a **single family** dwelling in any zoning **category district.**

### **306. RMF Residential Multi-Family**

Residential Multi-Family Districts are intended to provide suitable land for a variety of dwelling types at medium to high densities (up to six units per acre) in areas served by public water and public sewer facilities. Mobile Home Parks are not included in this district.

A. Permitted Uses. Uses not listed in this Subsection are prohibited in this district.

1. Apartments, duplexes, triplexes, quadplexes, semi-detached residences and townhouses.
2. Condominiums as a form of ownership.
3. Churches or other places of worship and cemeteries.
4. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club house or community rooms and other similar uses provided that the following conditions are met:
  - a. Adequate parking area is provided for the amenity area; typically a minimum of 15 parking spaces, unless a variance is approved.
  - b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.
  - c. An amenity area is constructed and completed in the first phase of the development.
  - d. Additional Amenities may be shown as a part of a specific phase(s) of a master plan and must also be constructed within said phase.
  - e. Lighting is provided for the parking area and all walkways and pedestrian access points.
5. Accessory uses such as mail box banks, private laundry facilities, waste receptacle loading areas and home offices. Accessory uses must be located within the proposed development.
6. Animals such as dogs or cats owned by the resident for their personal enjoyment in compliance with the Dawson County Animal Control Ordinance and not for commercial purposes.
7. Home Occupations if requirements in Article VI, Section 611 are met.
  - a) The use of an accessory building for a home occupation is prohibited.
8. Public parks and amenity areas.
9. Schools and other public buildings.
10. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel, unless a variance is approved.

B. Prohibited Uses.

1. Commercial Uses.

2. Industrial Uses.
3. Manufactured (Mobile) Homes and houses moved from other locations (excluding industrialized modular homes) are prohibited.
4. Animals, which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Horses are prohibited.

C. Development Regulations.

All apartment, duplex, triplex, quadplex, semi-detached residences and townhouse developments shall conform to the following regulations:

1. Site Plan Approval Required. All multi-family developments including apartments, duplexes, triplex, quadplex, semi-detached residences and townhouses require site plan approval by the Planning Commission in accordance with all procedures and requirements established by the County.
2. All site plans required by this section shall, at a minimum, contain the following information:
  - a. Title of the proposed development and the name, address and telephone number of the property owner.
  - b. The name, address and telephone number of the architect, engineer or other designer of the proposed development.
  - c. Scale, date, north arrow, and general location map showing relationship of the site to streets or natural landmarks.
  - d. Boundaries of the subject property, all existing and proposed, streets, including right-of-way and street pavement widths; buildings; water courses; parking and loading areas; flood plain; storm water detention; recreation areas; and other physical characteristics of the property and proposed development.
  - e. Building setbacks, buffers, landscape strips, and common areas as well as topographic contours at two (2) feet intervals.
  - f. All accessory structures and locations shown
3. No multi-family development shall take place in whole or part without being served by both public water and public sewer facilities.
4. Regulations - All condominium developments shall meet all applicable state laws, including the Georgia Condominium Act.
5. By-laws - Proposed condominium bylaws shall be submitted with the application for site approval. Format and content of the by-laws and declarations are subject to approval of the County Attorney and Planning Commission.
6. Driveways and Interior Roads.

- a. An interior road(s) serving any multi-family development shall be paved and have a minimum width of 24 feet, including curb and gutter. Parking on interior roads is to be regulated by Section 607. Off-Street Parking and Loading Spaces Required.
  - b. Access from a street to an individual townhouse or residential unit shall be restricted to a single driveway of no more than 10 feet in width. Two such units may combine and share their driveways along a common property line if the width of the common drive does not exceed 10 feet for each unit. Side-by-side parking spaces between a street and a townhouse, duplex, triplex, quadplex or semi-detached residence is not allowed.
  - c. All interior roads shall have sidewalks installed on both sides of the street.
  - d. Sidewalks and pedestrian ways shall connect to public streets and adjoining developments as applicable.
7. Fire Protection.
- a. All multi-family developments shall provide adequate fire protection in the form of placement of water lines, fire hydrants, sprinkler systems, and fire walls as required by local and state fire codes required for these types of structures.
  - b. If a residential structure is located less than 15' from any property line, then local fire codes impose certain requirements.
8. Buffer, Landscaping, and Open Space Requirements.
- a. All multi-family developments shall conform to the following regulations. The following regulations are designed to promote the health, safety, order, aesthetics and general welfare by protecting against incompatible uses of land, controlling problems of flooding, soil erosion and air pollution, providing for a more attractive environment, assuring adequate open space, and reducing noise, night lighting, glare, odor, objectionable view, loss of privacy and other adverse impacts and nuisances through the use of buffers, landscaping and open space.
  - b. Each development shall have a minimum of 25 percent of the development's total land area as landscaped open space. A buffer of at least 10 feet in width shall be provided and maintained around the entire exterior perimeter of all apartment, condominium, duplex and townhouse developments. Utilization of existing trees and vegetation is appropriate for inclusion within the buffer, or when not found appropriate, shall be supplemented with approved additional landscaping and plantings.
9. Service Buildings. Subordinate accessory structures are permitted for maintenance, storage and other incidental uses supportive to the primary use of the property. Community service facilities and accessory structures are subject to site plan approval, for the convenience of the residents of the property. Such structures may include, but are not limited to, the following uses: facility management offices, community laundry facilities, and indoor community recreation areas.

D. Townhouse Development Regulations.

- 1. Lots - Each townhouse shall be located on its own lot of record.

2. Minimum Lot Size - A minimum lot size for a total townhouse development is three (3) acres.
  3. Frontage - The minimum frontage of the site for each townhouse development project on a public street shall be at least 60 feet.
  4. Setbacks - Townhouse lots shall conform to setbacks of a minimum of 20 feet from the front and shall have front setbacks and rooflines varied/staggered by a minimum of two feet. Between buildings, there shall be a side yard of not less than 20 feet. A minimum of 50 feet from any adjoining parcel boundary is required. The rear setbacks shall be a minimum of 20 feet except where a rear entry garage, carport, or other parking area accessible from an alley is provided; then the setback shall be twenty (20) feet measured from the alley pavement.
  5. Building Height - No townhouse building or structure shall exceed the height of 35 feet **unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.**
  6. Maximum Units per Building - No more than six (6) townhouses shall be permitted to form any one single building.
  7. Minimum Heated Floor Area - All units shall have a minimum heated floor area of 800 square feet.
  8. Maximum Density - Townhouse developments shall not exceed a density of six (6) units per acre. This maximum is to be density neutral and construction on site may be creatively arranged such that the total average gross density is no more than 6 units per acre.
- E. Residential Duplex, Triplex, and Quadplex Development Regulations.
1. Minimum Lot Size - Each development shall have a minimum lot size of ten (10) acres.
  2. Frontage - The minimum lot frontage on a public street for each duplex, triplex or quadplex development project shall be at least 60 feet.
  3. Setbacks - All developments shall have side setbacks minimum of 20 feet and a minimum rear setback of 50 feet.
  4. Building Height --No **duplex, triplex, and quadplex** building or structure shall exceed the height of 35 feet **unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.**
  5. Maximum Units per Building - No more than four (4) units shall be permitted to form any one single building.
  6. Minimum Heated Floor Area - All units shall have a minimum heated floor area of 800 square feet.

7. Maximum Density - All developments shall not exceed a density of six (6) units per acre. This maximum is to be density neutral, and construction on site may be creatively arranged such that the total average gross density is no more than 6 units per acre.

F. Apartment Regulations.

1. Minimum Lot Size - Each lot for apartment development shall have a minimum lot area of ten (10) acres.
2. Width and Frontage - The minimum frontage for each development on a public street shall be at least 60 feet.
3. Structure Separation - Apartment buildings shall be constructed with a separation of at least 20 feet.
4. Setbacks - All apartment developments shall have side setbacks minimum of 20 feet and a minimum rear setback of 50 feet.
5. Building Height - No apartment building or structure shall exceed the height of 35 feet **unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.**
6. Minimum Heated Floor Area - All units shall have minimum heated floor area of 800 square feet.
7. Maximum Units per Building - No more than twelve (12) units shall be permitted to form any one single building.
8. Maximum Density - All apartment developments shall not exceed a density of six (6) units per acres. This maximum is to be density neutral and construction on site may be creatively arranged such that the total average gross density is no more than 6 units per acre.

G. Semi-Detached Residential Development Regulations.

1. Minimum Lot Size - Each development shall have a minimum lot size of ten (10) acres.
2. Frontage - The minimum lot frontage on a public street for each semi-detached residential development project shall be at least 60 feet.
3. Setbacks - All developments shall have side setbacks minimum of 20 feet and a minimum rear setback of 50 feet.
4. Building Height - **No semi-detached residential** building or structure shall exceed the height of 35 feet unless **adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.**
5. Maximum Units per Building - No more than four (4) units shall be permitted to form any one total building.
6. Minimum Heated Floor Area - All units shall have a minimum heated floor area of eight hundred (800) square feet.

7. Maximum Density - All developments shall not exceed a density of six (6) units per acre. This maximum is to be density neutral, and construction on site may be creatively arranged such that the total average gross density is no more than 6 units per acre.



**Section 307. VCR - Vacation Cottage Restricted.**

THE VCR DISTRICT HAS BEEN DELETED. NO APPLICATIONS TO REZONE PROPERTY TO THIS DISTRICT WILL BE HEARD BY THE PLANNING COMMISSION OR THE COUNTY COMMISSION FROM THE ADOPTED DATE OF THIS RESOLUTION. ALL LAND AREAS CURRENTLY ZONED VCR DISTRICT SHALL ABIDE BY THE FOLLOWING REGULATIONS.

A. Permitted Uses.

1. Single family dwellings with on-site construction only. Only one principal residence per parcel of land.
2. Churches or other places of worship and cemeteries.
3. Accessory uses, such as private garages, swimming pools, home workshops, tennis courts, children's play houses, small gardens, non-commercial greenhouses, and home offices. Accessory uses must be located on a parcel that is currently occupied by a principal residential structure.
  - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
    - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
4. Short-Term Home Rentals in accord with the definition of "short-term home rental" and that also comply with the following requirements:
  - a. Only one rental residence is allowed per parcel.
  - b. Must obtain a permit from the Dawson County Planning and Development department.
  - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
  - d. Parking must be provided off-street for a minimum of two (2) vehicles.
  - e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
  - f. Short Term Rental Permit requirements:
    - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
    - ii. The permit shall include a notarized statement signed by the owner/operator that the short term rental shall be in compliance with these regulations.
    - iii. Proof of ownership is required at time of permitting.

- iv. Short term rental structure must have a Certificate of Occupancy prior to issuance of permit.
      - v. Unless revoked the short term rental permit is valid for one year from the date of issuance of the permit.
      - vi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
  - 5. Animals such as dogs or cats owned by the resident for their personal enjoyment and not for commercial purposes.
  - 6. Home occupations upon approval if the following requirements are met in addition to those found under Article VI, Section 611 are met
    - a. The use of an accessory building for a home occupation is prohibited.
  - 7. Industrialized Single Family Modular Home.
  - 8. Public parks and Subdivision amenity areas
  - 9. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club house or community rooms and other similar uses Provided that the following conditions are met:
    - a. Adequate parking area is provided for the amenity area, typically a minimum of 15 parking spaces
    - b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.
    - c. The amenity area is constructed and completed in the first phase of the development.
    - d. Lighting is provided for the parking area and all walkways and pedestrian access points.
  - 10. Schools and other public buildings
  - 11. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel, unless a Variance is approved.
- B. Prohibited Uses.
- 1. Commercial Uses.
  - 2. Industrial Uses.
  - 3. Manufactured (Mobile) Homes and houses moved from other locations (Except industrialized single family modular homes).

4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
  5. Horses are prohibited on lots less than (3) acres.
  6. Any use not permitted in accord with terms hereof.
- C. Building Requirements. Unless a variance is approved the minimum requirements for the VCR Land Use District are:
1. Minimum square footage for all residential structures in this district is 1,200 square feet (heated).
  2. Minimum lot size - 25,700 square feet if served by a septic tank and private, individual well; 20,000 square feet if served by an approved public water system; 16,000 square feet if served by an approved public water system and an approved public sewerage system. (NOTE: The Dawson County Health Department may require larger lot sizes; lot sizes may also be affected by slope requirements, performance standards, and additional requirements found in the Dawson County Land Development Resolution.)
  3. Minimum Setbacks: Front yard - 100 feet on parkways, 60 feet on state highways, 40 feet on others; side yard - 10 feet; rear yard - 20 feet. Except that no setbacks are required from U.S. Army Corps of Engineers line on Lake Lanier unless a road is involved. Front yard setback applies to all frontages on publicly maintained streets with the exception of rear alleys.
  4. Minimum Setbacks for Accessory Structures: Front Yard – 100 feet on parkways, 60 feet on state highways, 40 feet on others; Side Yard 5 feet; and Rear Yard 10 feet
  5. Maximum Building Height is 35 feet.
  6. If a principal residential structure is located less than 15' from any property line, then local fire codes impose certain requirements.

**Section 308. VC - Vacation Cottage.**

THE VC DISTRICT HAS BEEN DELETED FROM THIS ORDINANCE. NO APPLICATIONS TO REZONE PROPERTY TO THIS DISTRICT WILL BE HEARD BY THE PLANNING COMMISSION OR THE COUNTY COMMISSION FROM THE ADOPTED DATE OF THIS RESOLUTION. ALL LAND AREAS CURRENTLY ZONED VCR DISTRICT SHALL ABIDE BY THE FOLLOWING REGULATIONS.

A. Permitted Uses.

1. Single family dwellings with on-site construction only. Only one principal residence per parcel of land.
2. Churches or other places of worship and cemeteries.
3. Accessory uses, such as private garages, swimming pools, home workshops, tennis courts, children's play houses, small gardens, non-commercial greenhouses, and home offices. Accessory uses must be located on a parcel that is currently occupied by a principal residential structure.
  - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
    - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
4. Short-Term Home Rentals in accord with the definition of "short-term home rental" and that also comply with the following requirements:
  - a. Only one rental residence is allowed per parcel.
  - b. Must obtain a permit from the Dawson County Planning and Development department.
  - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
  - d. Parking must be provided off-street for a minimum of two (2) vehicles.
  - e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
  - f. Short Term Rental Permit requirements:
    - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
    - ii. The permit shall include a notarized statement signed by the owner/operator that the short term rental shall be in compliance with these regulations.

- iii. Proof of ownership is required at time of permitting.
    - iv. Short term rental structure must have a Certificate of Occupancy prior to issuance of permit.
    - v. Unless revoked the short term rental permit is valid for one year from the date of issuance of the permit.
    - vi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
  - 5. Animals such as dogs or cats owned by the resident for their personal enjoyment and not for commercial purposes.
  - 6. Home Occupations upon approval if the following requirements are met in addition to those found under Article VI, Section 611
    - a. The use of an accessory building for a home occupation is prohibited.
  - 7. Industrialized Single Family Modular Home.
  - 8. Public parks and Subdivision amenity areas
  - 9. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club house or community rooms and other similar uses Provided that the following conditions are met:
    - a. Adequate parking area is provided for the amenity area, typically a minimum of 15 parking spaces.
    - b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.
    - c. The amenity area is constructed and completed in the first phase of the development.
    - d. Lighting is provided for the parking area and all walkways and pedestrian access points.
  - 10. Schools and other public buildings
  - 11. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel, unless a
    - a. Variance is approved.
  - 12. Manufactured Housing and houses moved from another location. Only one principal residence per parcel of land.
- B. Prohibited Uses.
- 1. Commercial Uses.

2. Industrial Uses.
  3. Animals, which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted. Horses are prohibited on lots less than (3) acres.
  4. Any use not permitted in accord with the terms hereof.
- C. Building Requirements. Unless a variance is approved the minimum requirements for the VC Land Use District are:
1. Mobile/Manufactured Homes must comply with Compatibility Standards of Section 305.
  2. Minimum lot size - 25,700 square feet if served by a septic tank and private, individual well; 20,000 square feet if served by an approved public water system; 16,000 square feet if served by an approved public water system and an approved public sewerage system. (NOTE: The Dawson County Health Department may require larger lot sizes; lot sizes may also be affected by slope requirements, performance standards, and additional requirements found in the Dawson County Land Development Resolution.)
  3. Minimum Setbacks: Front yard - 100 feet on parkways, 60 feet on state highways, 40 feet on others; side yard - 10 feet; rear yard - 20 feet. Except that no setbacks are required from U.S. Army Corps of Engineers line on Lake Lanier unless a road is involved. Front yard setback applies to all frontages on publicly maintained streets with the exception of rear alleys.
  4. Minimum Setbacks for Accessory Structures: Front Yard – 100 feet on parkways, 60 feet on state highways, 40 feet on others; Side Yard 5 feet; and Rear Yard 10 feet.
  5. Maximum Building Height is 35 feet.
  6. If a principal residential structure be located less than 15' from any property line, then local fire codes impose certain requirements.

**Section 309. R-A Residential Agricultural/ Residential Exurban.**

Residential Agricultural/Residential Exurban Districts are areas that are either primarily agricultural in land use with residential or other use incidental to the agricultural use, or areas that are not

under intensive development pressures and are in relatively large parcels. Agricultural uses range from horticulture, animal husbandry, poultry, and forestry, including intensively managed tree farms to non-managed woodlands. The conservation of prime agricultural and forestry land use from intensive development into other uses is a primary objective of this classification and is encouraged. Some prime agricultural land is geographically located on land with constraints on intensive residential or commercial development, such as steep forested slopes or river valley

floor plains; therefore, careful consideration should be given to changes in those areas.

A. Permitted Uses. Uses not listed in this Subsection are prohibited in this district.

1. "Only one principal farm residence is permitted per tract of land. One Guest quarters or caretaker/employee residence is permitted per tract of land in accordance with Section 310.A.2. Moved-in houses, manufactured housing, and mobile homes are allowed on tracts of land of five (5) acres or more and are conditionally allowed with the approval of the Planning Commission and Board of Commissioners on tracts of land under five (5) acres. All manufactured and mobile homes must comply with the compatibility conditions of Section 305 of this Resolution."
2. Bed and Breakfast establishment in accord with the definition and also compliant with the following:
  - a. Bed and Breakfast Permit requirements:
    - i. The permit shall include the name and phone number of the owner/operator whose primary residence is the Bed and Breakfast.
    - ii. Only one Bed and Breakfast is allowed per parcel.
    - iii. The number of guest rooms is limited to one less than the total number of bedrooms in the dwelling unit, with an overall maximum of 6 guest rooms. Maximum occupancy is limited to two adults per guest room.
    - iv. Must remit all applicable hotel/motel taxes.
    - v. The permit shall include a notarized statement signed by the owner/operator that the Bed and Breakfast shall be in compliance with these regulations.
    - vi. Proof of ownership is required at time of permitting.
    - vii. Bed and Breakfast structure must have a Certificate of Occupancy

prior to issuance of permit.

- viii. Unless revoked the Bed and Breakfast permit is valid for one year from the date of issuance of the permit.
  - ix. Structure must be inspected and approved by Dawson County Fire Marshal and Building Official prior to the issuance of Bed and Breakfast permit.
  - x. Off street parking spaces must be provided and screened from the view of adjoining property uses and the public street.
  - xi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
3. Short-Term Home Rentals in accord with the definition of "short-term home rental" and that comply with the following requirements:
- a. Only one rental residence is allowed per parcel.
  - b. Must obtain a permit from the Dawson County Planning and Development department.
  - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
  - d. Parking must be provided off-street for a minimum of two (2) vehicles.
  - e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
  - f. Short-Term Rental Permit requirements:
    - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
    - ii. The permit shall include a notarized statement signed by the owner/operator that the short term rental shall be in compliance with these regulations.
    - iii. Proof of ownership is required at time of permitting.
    - iv. Short term rental structure must have a Certificate of Occupancy prior to issuance of permit.
    - v. Unless revoked the short term rental permit is valid for one year from the date of issuance of the permit.



- vi. If the permit is revoked or denied it can be appealed to the Board of Commissioners.
4. All agricultural and forestry uses, including fisheries, the raising or growing of crops, bee and other farm animals, all types of poultry production, and any other livestock or animal husbandry operations; provided, however, that there shall be no meat processing, or manufacturing operations related to the agricultural use. Temporary location of a portable sawmill on timber sale property for no more than one year.
5. Customary and essential accessory farm buildings and uses including barns and other livestock structures, storage sheds, used for the day-to-day operation of such activities, for the storage or preservation of said crops, products and foodstuffs raised or grown on said parcel, and roadside stands for the sale of products grown on that property only.
  - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
    - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
6. Storage, retail or wholesale marketing, or processing of agricultural products into a value-added agricultural product is a permitted use in a farming operation if more than 50 percent of the stored, processed or merchandised products are produced by the farm operator.
7. Wineries selling wine, in a tasting room, subject to the following conditions:
  - a. Wineries must be licensed according to the Dawson County Alcohol Ordinance.
  - b. Retail sales and ancillary restaurant facilities are allowed if approved by the Board of Commissioners after review and recommendation of the Planning Commission.
  - c. Retail sales and restaurant or food service facilities are clearly accessory to the production of wine.
  - d. Any restaurant facilities shall be approved by the Dawson County Health Department.
8. Direct marketing of produce in a farm market, on-farm market or roadside stand no greater than five hundred (500) square feet of building area, unless a variance is approved.
9. Seasonal U-pick fruits and vegetable operations.
10. Seasonal Outdoor mazes of agricultural origin such as straw bales or corn, small-scale outdoor entertainment such as a car show, art fair or music concert, fun houses or haunted houses, non-profit benefits, and festivals with a special use business permit.
11. Food sales/processing, processing any fruits/produce, with the exception of no meat processing and no food franchises or franchise products.

12. Agricultural farm operations may include any or all of the following ancillary agriculturally related uses and some non-agriculturally related uses so long as the general character of the farm is maintained and the activities represent less than 50 percent of the gross receipts of the farm: **See specific requirements of ancillary uses.**
  - a. Value-added agricultural products or activities such as education tours, **wedding venues with a minimum of fifteen (15) acres, and/or** processing facilities, etc.
  - b. Bakeries selling baked goods containing produce grown on site.
  - c. Playground areas or equipment, not including motorized vehicles or rides.
  - d. Petting farms, animal display and pony rides.
  - e. Wagon, sleigh and hay rides.
  - f. Nature trails.
  - g. Open air or covered picnic areas with restrooms.
  - h. Educational classes, lectures, seminars.
  - i. Historical agricultural exhibits.
  - j. Kitchen facilities and/or tasting rooms for processing/cooking or serving of items for sale containing produce and crops grown on site.
  - k. Gift shops for the sale of agricultural products and non-agricultural products such as antiques or crafts, limited to 1000 sq. ft. building area.
13. Animal hospitals, Veterinary Clinics, dog kennels, and grooming catteries, riding stables, hunting preserves using natural or native game resources, or wildlife preserves and structures necessary or accessory to the above uses; provided that approval is granted for a permissive use through a special use permit by the Planning Commission. The Planning Commission shall consider the evidence presented on the proposed use and shall consider all relevant data relating to the public health, safety and welfare including;
  - a. Noise factors that may impact adjacent residential areas,
  - b. Isolating factors, such as topography or buffers, and
  - c. noxious odors affecting adjacent properties
14. Non-commercial racetracks and arenas, permitted after Public Hearing and approval by the Planning Commission.
15. Churches, other places of worship and Cemeteries.
16. Solar Farms
  - a. Freestanding solar panels located on the ground shall not exceed twenty (20) feet in height above the ground

- b. Freestanding solar panels shall meet all setback requirements as required for buildings
  - c. Solar Farms shall have approval by the Planning Commission and the Board of Commissioners as a permissive use or special use permit.
  - d. Solar Farms shall be located on parcels greater than five (5) acres
17. Home Occupations if requirements in Article VI, Section 611 are met.
18. Public Parks and recreation areas.
19. Schools and other public buildings.
20. Public Utilities with a maximum gross total of 400 sq. ft. of structures per parcel unless a variance is approved.
- B. Prohibited Uses.
- 1. Residential subdivisions where lots are less than five (5) acres in size.
  - 2. Commercial campgrounds or multiple ownership land sales operations, or nudist colonies.
  - 3. Commercial activities listed under Commercial District permitted uses.
  - 4. Industrial and warehousing uses.
  - 5. Any use not permitted in accord with the terms hereof.
  - 7. Horses are prohibited on lots less than (3) acres

C. Building Requirements

The minimum area, yard, and building requirements in the R-A Residential Agricultural District are:

- 1. Minimum lot size: 1.5 acre or as determined by the Dawson County Health Department, whichever is greater. Except in residential subdivisions, when the minimum lot size is 5-acres.  
Minimum width at building line: 175 feet  
Minimum depth: 200 feet
- 2. Minimum Setback.
  - a. Residences and accessory structures directly related to the primary residence - Front yard 100 feet on parkways, 60 feet on State Highways, 40 feet on all others; side yard - 20 feet, rear yard - 35 feet. Front yard setback applies to all frontages on publicly maintained streets with the exception of rear alleys.
  - b. Major farm buildings - fifty (50) feet from the property line or 200 feet from the nearest residence, other than the residence of the owner, whichever is greater.

The exhaust end of all poultry houses shall be located not less than 300 feet from any existing residence other than the applicant's. All poultry houses shall be located not less than 300 feet from a property line adjacent to residentially zoned property and 50 feet from the property line of any property located in an RA, or C-RB district. As an alternative to this requirement, the applicant may upon approval of the Planning Commission, construct an earth berm, vegetative buffer or other barrier as specified and approved by the Planning Commission to shield the exhaust from any such residence.

- c. No setback required from Lake Lanier Government Line.
  - d. Health Department regulations require 10 feet from property line and 100 feet from a well for septic field lines.
3. Maximum Building Height.
- a. Residences: 35 feet
  - b. Height of accessory and other customary farm related buildings and structures shall be approved by the Planning Commission if greater than 35 feet.
4. Specific requirements for ancillary uses

If any agricultural farm includes the listed ancillary uses in section 309.A.12 then adequate parking facilities must be provided in the form of the following:

- a. A minimum of twenty (20) parking spaces must be provided.
- b. Parking facilities may be located on a grass or gravel area. All parking areas shall be defined by either gravel, cut lawn, sand or other visible marking.
- c. All parking areas shall be located in such a manner to avoid traffic hazards associated with entering and exiting the public roadway.
- d. Paved parking areas must meet all design, landscaping and screening and setback requirements set forth by Dawson County codes and regulations.
- e. All lighting, parking and otherwise shall meet the commercial lighting requirements of the Land Use Ordinance.

#### D. Special District Requirements.

Agricultural districts include uses of land primarily for active farming activities and will result in odors, noise, dust and other effects, which may not be compatible with adjacent single-family development. Future abutting developers in non-RA land use districts shall be provided with a "Notice of RA Adjacency" at the time of application for a building or occupancy permit for property adjacent to an RA district. Prior to administrative action on either the land use district or the issuance of a building or occupancy permit the applicant therefore shall be required to sign a waiver on a form prepared by the Planning and Development Director which will indicate that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by

executing the form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action (asserting that the adjacent uses in the RA District constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA District. Any such notice or acknowledgment provided to or executed by a landowner adjoining a tract in an RA District shall be a public record.

**Section 310. RRE Residential Rural Estate.**

Residential Estate Districts are areas that are either primarily single family residential with other agricultural, pastoral or recreational uses incidental to the principal residential use, or areas that are not under intensive development pressures and are in relatively large parcels. Typical rural residential uses range from horticulture, agri-tourism, livestock and animal husbandry, to non-managed woodlands. The conservation of prime agricultural and forestry land use from the need to extend urbanized infrastructure (public water and sewer service) is a primary objective of this classification and is encouraged to maintain the rural character. Some prime agricultural land is geographically located on land with constraints on intensive residential or commercial development, such as steep forested slopes or river valley floor plains; therefore, careful consideration should be given to changes in those areas.

A. Permitted Uses. Uses not listed in this Subsection are prohibited in this district.

1. "Only one principal residence is permitted per tract of land. One Guest quarters or caretaker/employee residence is permitted per tract of land in accordance with Section 310.A.2. Moved-in houses, manufactured housing, and mobile homes are allowed on tracts of land of five (5) acres or more and are conditionally allowed with the approval of the Planning Commission and Board of Commissioners on tracts of land under five (5) acres. All manufactured and mobile homes must comply with the compatibility conditions of Section 305 of this Resolution."

2. Only one (1) caretaker or guest house is permitted on a parcel or lot and must be located on the same parcel as the principal residence provided:

- a. At least one of the residences must be owner occupied full-time.
- b. Access to the guest quarters shall be from the same driveway as the primary residence.
- c. Primary residence must be existing or under construction prior to allowance of a caretaker or guest residence.

3. Bed and Breakfast establishment in accord with the definition and also compliant with the following:

Bed and Breakfast Permit requirements:

- i. The permit shall include the name and phone number of the owner/operator whose primary residence is the Bed and Breakfast.
- ii. Only one Bed and Breakfast is allowed per parcel.
- iii. The number of guest rooms is limited to one less than the total number of bedrooms in the dwelling unit, with an overall maximum of 6 guest rooms. Maximum occupancy is limited to two adults per guest room.
- iv. Must remit all applicable hotel/motel taxes.
- v. The permit shall include a notarized statement signed by the owner/ operator that the Bed and Breakfast shall be in compliance with these regulations.

- vi. Proof of ownership is required at time of permitting.
  - vii. Bed and Breakfast structure must have a Certificate of Occupancy prior to issuance of permit.
  - viii. Unless revoked the Bed and Breakfast permit is valid for one year from the date of issuance of the permit.
  - ix. Structure must be inspected and approved by Dawson County Fire Marshal and Building Official prior to the issuance of Bed and Breakfast permit.
  - x. Off street parking spaces must be provided and screened from the view of adjoining property uses and the public street.
  - xi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
4. Short-Term Home Rentals in accord with the definition of "short-term home rental" that also comply with the following requirements:
- a. Only one rental residence is allowed per parcel.
  - b. Must obtain a permit from the Dawson County Planning and Development department.
  - c. Must remit all applicable hotel/motel taxes as necessary and required by law.
  - d. Parking must be provided off-street for a minimum of two (2) vehicles.
  - e. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
  - f. Short Term Rental Permit requirements:
    - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
    - ii. The permit shall include a notarized statement signed by the owner/operator that the short term rental shall be in compliance with these regulations.
    - iii. Proof of ownership is required at time of permitting.
    - iv. Short term rental structure must have a Certificate of Occupancy prior to issuance of permit.

- v. Unless revoked the short term rental permit is valid for one year from the date of issuance of the permit.
  - vi. If the permit is revoked or denied it can be appealed to the Board of Commissioners.
5. When compatible with residential uses in a limited area, agriculture, floriculture, horticulture, silviculture, cultivation of field or garden crops or similar related uses.
  6. Customary and essential accessory farm buildings and uses including barns and other livestock structures, storage sheds, and roadside stands not greater than 100 sq. ft. for the sale of products grown on that property only.
  7. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
    - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
  8. Animal hospitals, Veterinary Clinics, dog kennels, and grooming catteries, riding stables, hunting preserves using natural or native game resources, or wildlife preserves and structures necessary or accessory to the above uses; provided that approval is granted for a permissive use through a special use permit by the Planning Commission. The Planning Commission shall consider the evidence presented on the proposed use and shall also consider all relevant data relating to the public interest including;
    - a. Noise factors that may impact adjacent residential areas,
    - b. Isolating factors, such as topography or buffers, and
    - c. Possibility of noxious odors affecting adjacent properties
  9. Churches, other places of worship, and cemeteries.
  10. Home Occupations if requirements in Article VI, Section 611 are met.
    - a. The use of an accessory building for a home occupation is prohibited.
  11. Public Parks and recreation areas.
  12. Schools and other public buildings.
  13. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club house or community rooms and other similar uses Provided that the following conditions are met:
    - a. Adequate parking area is provided for the amenity area, typically a minimum of 15 parking spaces, unless a variance is approved.
    - b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.



- c. The amenity area is constructed and completed in the first phase of the development.
- d. Lighting is provided for the parking area and all walkways and pedestrian access points.

14. Public Utilities with a maximum gross total of 400 sq. ft. of structures per parcel.

B. Prohibited Uses.

- 1. Residential subdivisions with lots less than three (3) acres in size.
- 2. Commercial campgrounds or multiple ownership land sales operations, or nudist colonies.
- 3. Commercial activities listed under Commercial District permitted uses.
- 4. Industrial and warehousing uses.
- 5. Any use not permitted in accord with the terms hereof.

C. Building Requirements

The building requirements in the RRE, Residential Rural Estate District are as follows, unless a variance is granted:

- 1. Minimum lot size: 1.5 acre or as determined by the Dawson County Health Department, whichever is greater. Except in residential subdivisions where the minimum lot size is 3 acres.  
Minimum width at building line: 150 feet  
Minimum depth: 200 feet
- 2. Minimum Setback.
  - a. Residences - Front yard 100 feet on parkways, 60 feet on State Highways, 40 feet on all others; side yard - 20 feet, rear yard - 35 feet. Front yard setback applies to all frontages on publicly maintained streets with the exception of rear alleys.
  - b. Major farm buildings (Horse barns, etc.) - thirty (30) feet from the property line or 100 feet from the nearest residence, other than the residence of the owner, whichever is greater.
  - c. Minimum Setbacks for Accessory Structures: Front Yard – 100 feet on parkways, 60 feet on state highways, 40 feet on others; Side Yard 5 feet; and Rear Yard 10 feet.
  - d. No setback required from Lake Lanier Government Line, but is encouraged by the Planning Commission.
- 3. Maximum Building Height.
  - a. Residences: 35 feet

- b. Height of farm related buildings and structures shall not be over 35 feet without approval by the Planning Commission

D. Special District Requirements.

Residential Rural Estate districts include uses of land primarily for residential and minor farming activities and will result in odors, noise, dust and other effects, which may not be compatible with adjacent single-family development. Nevertheless, understanding the effects of the adjacent RRE use, the applicant agrees by executing the form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action (asserting that the adjacent uses in the RRE District constitute a nuisance) against local governments and adjoining landowners whose property is located in an RRE District. Any such notice or acknowledgment provided to or executed by a landowner adjoining a tract in an RRE District shall be a public record.

**Section 311. RPC Residential Planned Community.**

The Residential Planned Community District is a parcel of land developed with a variety of land uses which may vary from strict application of minimum standards in other land use classifications with the purpose of encouraging the development of large tracts of land as planned communities; encourage flexible and creative concepts in site planning; preserve the natural environment by encouraging scenic and functional open areas within residential areas; and provide for an efficient use of land resulting in increased efficiency in providing services, thus lowering development costs due to the smaller networks for streets and shorter utility lines. The Residential Planned Comprehensive Development is a flexible alternative which advocates the grouping or clustering of lots and buildings on a smaller portion of the tract, where the developer can maintain the same residential density but offer smaller lots, with remaining land dedicated or reserved for open space, agriculture, woodlands or recreation.

- A. Applicability. RPC is permitted only if a single developer or development group is planning and constructing the entire unit, including all amenities, and shall not be available to any development if any lots or parcels are sold to others before construction of amenities and buildings (excepting single family residences). Amenities may be shown as part of a specific phase(s) of the master plan and must be constructed accordingly.
- B. In the event of the failure of the developer to complete any portion of the approved plan, then all requirements of subdivision regulations shall be complete before sale of any lots or issuance of building or occupancy permits.
- C. The minimum acreage permitted for RPC is 100 contiguous acres. The amount of permanent open space or natural space required shall be no less than forty (40) percent of the development. An active amenity area consisting of at least a pool, clubhouse, and two tennis courts is required. The overall net density shall be no more than one (1) unit per acre. In some cases, the health department may require a lower density for septic tank requirements based on soils and slope.
- E. An application for zoning and any development permits shall be preceded in each case by informal meeting with the Planning staff prior to submission and shall be consistent with the format required for subdivision approval with the following additions:
  - 1. A proposed master plan showing at minimum:
    - a. Total property area included in the development with a legal description of the subject property and bounds;
    - b. Proposed buildings with approximate square footage and footprints;
    - c. Proposed street layout;
    - d. Existing topographic conditions to include a contour interval of a minimum 5 feet based on field surveys or photogram metric photogrammetric methods;
    - e. Amenity areas and buildings, including defined open space;;
    - f. Traffic impact study.
  - 2. Water and sewage disposal and other utility plans.

3. A Statement of Intent containing disclosure of ownership, financial information, of the character of the proposed development, including a summary of gross density, types of dwelling units, amenities provided, agreements or protective covenants, and a schedule for the completion of various stages of the development including completion of amenities, open space and landscaping.
  4. A master drainage plan shall be provided with the application for rezoning to identify the detention/retention and encourage creative water quality and quantity treatment processes.
- F. Lapse of approval shall occur two years after the approval of the development plan or if the applicant fails to reasonably maintain the development schedule (delay over 6 months for any phase of the project without satisfactory explanation.) The Planning Commission may extend approval for one year at its discretion. Upon lapse of approval, all approved documents shall be revoked and the area shall be returned to the previous district classification following appropriate notice, hearings and approvals of the Board of Commissioners. The developer shall receive a minimum of 60-days' notice of intent to revoke approval prior to initiating the application.
- G. The approved rezoning to RPC shall automatically be conditioned upon the approved master plan regardless of ownership unless approval lapses pursuant to Section 311.F. Any Change or revision to the master plan after the initial rezoning or any change to any other zoning condition imposed by the County, shall require a rezoning application. The approved plan and any revisions shall be recorded in the office of the County Clerk with the minutes of the meeting when the plan is approved or revised.
- H. Any major or substantial change in the approved master development plan that affects the intent and character of the development, increases the density or changes the land use pattern, changes the location or dimensions of streets or similar changes must be reviewed and approved by the Dawson County Board of Commissioners after review and recommendation by the Planning Commission before any work shall be permitted. A request for revision of the master development plan shall be supported by a written statement justifying the necessity or desirability for such revision. Any such major change shall be considered a request to change a zoning condition and shall be subject to rezoning procedures.
- I. Permitted Uses.

The following uses are allowed within this district. Uses not listed in this Subsection are prohibited in this district.

1. Single family dwellings with on-site construction only. Only one principal residence per parcel of land.
2. Apartments, duplexes, triplexes, quadplexes, semi-detached residences and townhouses.
3. Owner-occupied condominiums.
4. Bed and Breakfast establishment in accord with the definition of "bed and breakfast" and that complies with the following requirements:

- a. Bed and Breakfast Permit requirements:
  - i. The permit shall include the name and phone number of the owner/operator whose primary residence is the Bed and Breakfast.
  - ii. Only one Bed and Breakfast is allowed per parcel.
  - iii. The number of guest rooms is limited to one less than the total number of bedrooms in the dwelling unit, with an overall maximum of 6 guest rooms. Maximum occupancy is limited to two adults per guest room.
  - iv. Must remit all applicable hotel/motel taxes.
  - v. The permit shall include a notarized statement signed by the owner/operator that the Bed and Breakfast shall be in compliance with these regulations.
  - vi. Proof of ownership is required at time of permitting.
  - vii. Bed and Breakfast structure must have a Certificate of Occupancy prior to issuance of permit.
  - viii. Unless revoked the Bed and Breakfast permit is valid for one year from the date of issuance of the permit.
  - ix. Structure must be inspected and approved by Dawson County Fire Marshal and Building Official prior to the issuance of Bed and Breakfast permit.
  - x. Off street parking spaces must be provided and screened from the view of adjoining property uses and the public street.
  - xi. If the permit is revoked or denied it may be appealed to the Board of Commissioners.
- 5. Short-Term Home Rentals in accord with the definition of "short-term rental" that also comply with the following requirements:
  - a. Only one rental residence is allowed per parcel.
  - b. Must obtain a permit from the Dawson County Planning and Development department.
  - c. Maximum occupancy is limited to two persons per bedroom plus two additional persons per household from 11 PM to 8 AM.
  - d. Must remit all applicable hotel/motel taxes as necessary and required by law.

- e. Parking must be provided off-street for a minimum of two (2) vehicles.
- f. Short Term Rental Permit requirements:
  - i. The permit shall include the name and phone number of the owner and operator who is available 24 hours a day seven days a week to respond to complaints regarding the operation or occupancy of the short term rental unit.
  - ii. The permit shall include a notarized statement signed by the owner/operator that the short term rental shall be in compliance with these regulations.
  - iii. Proof of ownership is required at time of permitting.
  - iv. Short-term rental structure must have a Certificate of Occupancy prior to issuance of permit.
  - v. Unless revoked the short-term rental permit is valid for one year from the date of issuance of the permit.
  - vi. If the permit is revoked or denied, it can be appealed to the Board of Commissioners.
- 6. Churches or other places of worship and cemeteries.
- 7. Accessory uses, such as private garages, swimming pools, home workshops, tennis courts, children's play houses, small gardens, non-commercial greenhouses, and home offices. Accessory uses must be located on a parcel that is currently occupied by a principal residential structure.
  - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
    - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
- 8. Animals such as dogs or cats owned by the resident for their personal enjoyment in compliance with the Dawson County Animal Control Ordinance and not for commercial purposes.
- 9. Home Occupations upon review, if the following requirements are met in addition to those found under Article VI, Section 611
  - a. The use of an accessory building for a home occupation is prohibited.
- 10. Industrialized single family modular home.
- 11. Public parks and subdivision amenity areas.

12. Private Amenity areas such as swimming pools, tennis courts, children's play areas, small gardens, non-commercial greenhouses, fitness and recreations centers, club house or community rooms and other similar uses Provided that the following conditions are met:

- a. Adequate parking area is provided for the amenity area; typically a minimum of 15 parking spaces, unless a variance is approved,
- b. The area is fenced and landscaped. All pools should be landscaped and screened such that at least 50% of the view from the public road is obscured.
- c. The amenity area shall be constructed and completed in the first phase of the development if the development is 100 acres or less. If the development is greater than 100 acres, the developer shall construct the amenity area in conjunction with the development of a specific phase of the development. This shall be clearly delineated and noted on the master plan.
- d. Lighting is provided for the parking area and all walkways and pedestrian access points.

13. Schools and other public buildings.

14. Public Utilities with a maximum gross total of 400 sq. ft. of structure per parcel.

15. A limited commercial component to the project is allowed, i.e. golf clubhouse, villas, etc. This may be included at no more than four percent (4%) of the total gross acreage. The commercial uses are intended for small-scale neighborhood service and will be specifically determined by the Board of Commissioners upon Master Plan approval. The commercial component of the plan shall be integrally designed with the residential component and shall provide both vehicular and pedestrian interconnectivity and access throughout.

J. Prohibited Uses.

1. Commercial Uses not specifically permitted under Section 311.J.14.
2. Industrial Uses.
3. Manufactured (Mobile) Homes and houses moved from other locations are prohibited.
4. Animals that individually or in numbers create a nuisance by noise, smell, unsanitary or visual effects. Horses are prohibited. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages in accord with the terms of this subsection. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

K. Open Space Requirements.

1. Minimum area. Each separate tract of open space shall contain at least two acres; except that no minimum tract size is required for open space in medians in streets or islands for cul-de-sac turnarounds.

2. Minimum width. Walkways or "fingers" of open space created to provide access from individual lots to a larger expanse of open space shall have a minimum width sufficient to accommodate a path, given the existing terrain, the center of which path shall be at least twenty-five (25) feet from any property line. All path dimensions shall have a width no more than eight (8) feet.
3. Desired features. Open Space shall include irreplaceable natural features of the site such as streams, significant stands of trees, individual trees of significant size, rock outcropping, and peaks and ridges that are themselves scenic features or from which scenic views are available.
4. Natural limitations. Natural areas which are unsafe for or not easily accessible to pedestrians - including swamps, floodplains, wetland areas, steep slopes (35% or more for a distance of 100 feet or more), woodlands, lakes, ponds and streams - may be included as open space. These areas shall not count for more than fifty percent (50%) of the total open space required.
5. Uses restricted. Buildings shall not occupy open space, but may occupy area allocated for one or more conventional lots.
6. Easements restricted. Open space may be entered or crossed by utility easements where such easements will involve access by persons or vehicles for periodic maintenance or repair only.
7. Open space shall be undisturbed except where designed as an active amenity area.

L. Roads and utilities:

1. All roads within RPC zoning district shall be private roads and shall be maintained by a property owners association formed by the developer; except those roads which serve to connect the development to other public roads.
2. All roads within a RPC development district shall be designated as private on all plats, maps, deeds, and road signs of the development.
3. All private roads with the development shall be built to public standards.
4. All roads shall have sidewalks and/or permanent pedestrian access designed throughout the project.
5. All utilities shall comply with applicable codes, and street lighting shall be included on all new streets by the developer. If either condition exists, then ongoing responsibility for maintenance of utilities and lighting shall be held by the Homeowners or Property Owner's Association as appropriate.

- M. Annual Review. To ensure continued progress toward completion, the approved Master Development Plan with updated accomplishments shall be submitted to the Dawson County Planning Commission for annual review. Failure to submit the review documents may result in Lapse of Approval pursuant to Sec.311.F.



**Section 312. RMHP - Residential Manufactured/Mobile Home Park.**

A. Purpose and Intent.

The Residential Manufactured/Mobile Home Park District is considered a higher density, multi-family development intended to provide clustered areas for mobile home pads, which are leased rather than subdivided for individual ownership, that are served by public water, public sanitary sewer and recreational amenities.

B. Permitted Uses.

1. Mobile homes and manufactured homes within mobile home parks, but not including mobile homes on individual lots under separate ownership. Commercial uses within individual mobile homes are not permitted.
2. Administration buildings and customary laundry and service buildings.
3. Community centers and recreation facilities intended to serve residents of the district.
4. Customary accessory uses and structures clearly incidental to one or more permitted uses.
  - a. Accessory structures shall be no larger than the footprint of the primary structure or one-half the gross square footage, whichever is greater.
    - i. Exception: When the lot size is three (3) acres or greater, then the size of the accessory structure shall not be regulated in size, but shall meet all setback requirements.
5. Public and semi-public buildings and uses.

C. Mobile Home Park Development Regulations.

Development for mobile home parks in the MHP District shall conform to the following regulations:

1. Site Plan Approval Required:

All mobile home park developments shall require site plan approval by the Planning Commission.

2. Location and Frontage:

A Mobile Home Park District development shall be located on property with a minimum frontage of 200 feet on a public street.

3. Street Requirement:

Interior roads serving the development shall be constructed to county standards as specified in the Dawson County Subdivision Regulations, and in addition shall have a minimum pavement width of twenty-four (24) feet, including curb and gutter. All interior roads within the development are the responsibility of the property owner(s) and shall be adequately maintained to acceptable county standards.

4. Lot Area and Width:

A Mobile Home District development shall have a minimum area of five (5) contiguous acres and a lot width of at least 200 feet.

5. Density:

The maximum density of a Mobile Home District development is six (6) units per acre.

6. Recreation and Other Community Facilities:

Not less than ten (10%) percent of the total area of the development shall be devoted to recreation and other community use facilities for those mobile home parks designed for or containing ten (10) or more mobile homes.

7. Perimeter Setback Required:

No mobile home or other building or structure shall be located closer than forty (40) feet to any mobile home park perimeter property boundary.

8. Perimeter Screening Required:

A landscaped screen consisting of dense evergreen trees and/or shrubs and having a minimum width of ten (10) feet along all property lines shall be required. All perimeter screening must be maintained by park owners.

9. Utilities:

All mobile home parks shall be served by approved public water and public sanitary sewer systems. All electric, gas, cable lines serving mobile home parks shall be placed underground. Meter boxes shall also be clustered in designated sites and adequately buffered.

10. Refuse Collection:

Each mobile home park shall provide refuse collection pads at locations convenient to each mobile home space, but in no case more than fifty (50) feet from the street serving each mobile home. Refuse collection sites must be properly screened and buffered with both fencing and a vegetative buffer.

11. Space Numbering:

Each mobile home space shall be provided with a sign, not less than one (1) square foot in area, which indicates the appropriate space number or address. Numbering shall meet minimum E911 regulation standards.

12. Fire Protection:

All Mobile Home Park developments shall provide adequate fire protection in the form of placement of water lines and fire hydrants and additional protection measures as deemed reasonable and necessary by the Planning Commission and/or according to local fire codes.

13. Service Buildings:

- a. Subordinate accessory structures are hereby required for maintenance and other incidental uses supportive to the primary use of the property. A minimum forty-eight (48) square feet of storage space shall be required by the developer for each unit in a mobile home park. This shall be included on a site plan and approved by the planning commission. These types of facilities shall be grouped, centrally and conveniently located for park patrons. All service facilities shall be built and maintained by the park owner(s) in compliance with all local commercial building codes.
- b. Community service facilities and related accessory structures are subject to site plan approval, for the convenience of the complex patrons. A laundry facility for park patrons shall be required and must be maintained by park owners.
- c. All mobile home park developments shall provide a covered school bus stop shelter accessible to a designated school bus route.

14. Animal Control:

All mobile home park developments shall provide an animal control plan approved by the Planning Commission. The animal control plan shall be enforced by the owner of the mobile home park.

15. Parking:

Off-street paved parking facilities shall be grouped in bays, either adjacent to streets or in the interior of blocks. No off-street parking space shall be more than one hundred (100) feet by the most direct pedestrian routes from a door of the dwelling unit it is intended to serve. Parking shall be provided at a rate of two parking spaces per each mobile home in the development.

16. Street Lighting:

Street lighting shall be required at each entrance or exit to a mobile home park. Street lighting shall also be placed and staggered every 300 feet along all streets in the mobile home park.

17. Miscellaneous:

- a. In the event that a swimming pool is developed or planned as a part of the mobile home park, this facility shall be enclosed by a chain link, masonry or wood fence not less than six feet high.
- b. No individual lot or space in any mobile home park may be sold or control of that lot or space transferred with the intent or effect of a sale unless that lot or space and mobile home park shall meet all requirements of the county subdivision regulations and the park owner shall hold a valid subdivision recording permit.
- c. Junk vehicles shall not be allowed to be stored or placed at any location within a mobile home park. This shall be enforced by the owner(s) of the mobile home park.

- d. Any covenants required by the owner(s) of all mobile home parks shall be submitted with the site plan.

D. Mobile Home and Mobile Home Space Requirements.

Each mobile home shall be located on a separate pad in accordance with the following regulations:

1. Space Size and Width:

Each mobile home space within the development shall contain a minimum space size of 4,000 square feet and a minimum space width of forty (40) feet.

2. Setbacks:

Each mobile home shall be setback a minimum of ten (10) feet from the front space line or street right-of-way, three (3) feet from the side space line, and ten (10) feet from the rear space line.

3. Foundations and Tie-Downs:

Each mobile home shall be supported by piers and foundations and shall be anchored to the ground in accordance with building code requirements, to secure the mobile home against uplift, sliding, rotation and overturning.

4. Porches/Landings:

At each entrance/exit door of each mobile home shall be a landing or porch that is a minimum of forty-eight (48) inches by forty-eight (48) inches.

## **ARTICLE IV COMMERCIAL LAND USE DISTRICTS**

### **Section 400. Purpose.**

The purpose of this Article is to establish Commercial Land Use Districts by defining their characteristics and prescribing development standards therefore. Commercial Land Use Districts are of greater intensity of use and are usually incompatible with Residential Districts.

- A. Setbacks; The Minimum Setbacks from the Right of Way for all Commercial Districts (Unless noted otherwise in this Resolution) are as follows; 100 feet on Parkways and Divided State Highways, 60 feet on Collector Roads and State Highways, 40 feet on all other County Roads and Interior Development Streets. The Minimum Setback for Parking Areas is 20 feet from Parkways and Divided State Highways and 10 feet on all other Rights of Way. (If no right of way is established the right of way shall be considered 15 feet from the centerline of the road)
- B. Maintenance Requirements. Developments in commercial districts shall comply with the site maintenance requirement set forth herein after a Certificate of Occupancy has been issued and released. The owner shall be responsible for these requirements regardless of any tenant relationship or any relationship with any other party:
  - 1. the cleanliness of the entire site shall be maintained by removing any trash, rubbish or other debris deposited at the site;
  - 2. landscaping shall be maintained, and dead or damaged plants shall be replaced;
  - 3. any damaged elements of a building (including broken windows) and the site (including curb stops, parking stripes and dumpster screening) shall be repaired or replaced if the building or the site becomes dilapidated or in disrepair;
  - 4. all fire suppression systems, including sprinkler systems, shall be maintained in compliance with applicable local, state, and federal statutes, regulations, and ordinances;
  - 5. if the commercial structure or structures shall be vacated, then the owner shall continue to maintain the site in accord with the terms hereof and shall remove all signs from the site within 60 days of the day the structure becomes vacant; and,
  - 6. if any single occupant premise becomes vacant for more than 60 days and the owner fails to maintain the property in accord with the terms hereof and after notice from the County of such failure, then the owner shall be subject to citation and shall be subject to the maximum fine permitted for ordinance violations for each day of each violation of any provision of this ordinance.
- C. Outdoor Lighting. Outdoor lighting shall be designed to provide the minimum lighting necessary to insure adequate safety, night vision and comfort and shall not create nor cause excessive glare upon adjacent properties or public streets or rights-of-way. All light sources shall be located, designed, fitted, aimed, shielded, installed and maintained to limit illumination only to the target area and shall minimize light trespass. Light sources shall not at any time be directed or angled such that the light emitted from the fixture is focused to a point off the property of the owner of such light fixture.

1. Light Levels. Light levels shall be as follows:

| <u>at property lines including rights-of-way</u> |  | <u>minimum foot-candles</u> | <u>maximum foot-candles</u> |                             |
|--|--|-----------------------------|-----------------------------|-----------------------------|
| a.   | at property line abutting a residential zoning district                    | None                        | 0.5                         |                             |
| b.   | at property line abutting an office-professional zoning district           | None                        | 1.0                         |                             |
| c.   | at property line abutting a commercial or light industrial zoning district | None                        | 1.5                         |                             |
| <u>off-street parking lots</u>                   |  | <u>minimum foot-candles</u> | <u>average foot-candles</u> | <u>maximum foot-candles</u> |
| d.   | office-professional districts  | 1.0                         | 4                           | 8                           |
| e.   | commercial districts   | 2.0                         | 6                           | 12                          |
| f.   | light industrial districts   | 1.0                         | 4                           | 8                           |

2. Security and Parking Lot Lighting.

- a. All security and parking lot lighting shall be installed such that the lamp (light-emitting device) is not protruding from the bottom of the fixture.
- b. All light fixtures shall be installed so that the light produced is emitted downward.
- c. Light shall not be emitted horizontally from the side of the fixture.
- d. Pole lights shall not exceed 35 feet in height and shall have box-type fixtures.
- e. Wall packs shall be used for security lighting along the side and rear of the buildings only and all light emitted shall be focused downward.

3. Sign Lighting. Sign lighting shall be as follows:

- a. light fixtures illuminating signs shall be aimed and shielded so that direct illumination is focused exclusively upon the sign.

4. Building Facade Lighting and Landscape Lighting. Building facade lighting and landscape lighting shall be as follows: light fixtures shall be selected, located, aimed and shielded so that direct illumination is focused exclusively upon the building façade, plantings and other intended site features and away from adjoining properties and the public street and right-of-way.

5. Architectural Lighting. Architectural lighting shall be as follows: decorative and architectural lighting is allowed upon the building façade if the lighting emits ten or less foot-candles and is focused downward.
6. Grandfathering of Nonconforming Light Fixtures. Grandfathering of Nonconforming Light Fixtures shall be as follows:
  - a. all light fixtures lawfully in place before the date of this Ordinance shall be grandfathered. However, any light fixture that replaces a grandfathered light fixture or any grandfathered light fixture that is moved shall meet the standards of this Ordinance;
  - b. grandfathered light fixtures that direct light toward a street or parking lot that causes disabling glare to motorists shall be either shielded or redirected within 90 days of notification from Dawson County so that the light fixtures do not cause a potential hazard to motorists;
  - c. grandfathered light fixtures that can be adjusted to conform to this ordinance without changing the fixture shall so comply within 30 days of notice from Dawson County regarding conforming to the terms hereof; and
  - d. new businesses occupying existing structures with grandfathered light fixtures that do not comply with the terms of this ordinance may not replace bulbs or repair offending light fixtures. Instead, the offending fixture shall be replaced.
7. Submission of Plans. All sites of new commercial construction shall provide the Dawson County Planning and Development Office a lighting plan for the site at the time of submission of plans before the issuance of land development permits or building permits, as applicable. The lighting plan shall include all proposed light fixtures, including light fixtures to be placed upon the building. The lighting plan shall show an overview of the site with light level calculations and foot-candles. The light intensity of each light fixture shall be in accordance with the regulations set forth herein. If light fixtures to be placed upon the building façade cannot be included during the submission of the plans, then the developer/owner/applicant shall show cause regarding why descriptions of the light fixtures cannot be shown at that time. If the cause shown is sufficient, then the Planning Director may allow the light fixtures to be shown when the developer/owner/applicant submits building plans if the developer/owner/applicant provides a revised lighting plan that provides information regarding the added light generated by such fixtures. All lighting plans submitted shall include a detail sheet, which shall provide descriptions of all light fixtures to be installed."
8. Single-Family residential use is permitted in any commercial zoning district.

**Section 401. C-RB Rural Business District.**

Rural Business Districts are areas where small businesses are established to meet the needs of the rural communities within the county. These establishments are usually located at rural cross roads and on collector roads rather than major arterial roads.

- A. Permitted Uses: The following users are allowed within this district. Uses not listed in this Subsection are prohibited in this district.
1. Retail gas sales (no repair garage).
  2. A general store, convenience-type only, not having more than one cash register or check-out counter.
  3. Small feed stores, hardware stores and nurseries, not exceeding 5,000 sq. ft.
  4. Animal hospitals or veterinarian clinics; provided however, that approval is granted for a permissive use by the Board of Commissioners, after review and recommendation by the Planning Commission. The Board shall consider the evidence presented on the proposed use. They shall also consider all relevant data relating to the public interest including;
    - a. Noise factors which may impact adjacent residential areas,
    - b. Isolating factors, such as topography or buffers,
    - c. Possibility of noxious odors affecting adjacent properties
  5. Churches and cemeteries.
  6. Campgrounds and commercial fishing ponds.
  7. Public recreational, emergency service, utility, and semi-public uses.
- B. Prohibited Uses: The following uses are specifically not allowed within this district. Other uses not listed as permitted uses above are also prohibited in this district.
1. Those uses and activities generating sound, odor, or visual effects, which are objectionable and noticeable beyond property boundaries.
  2. Manufacturing, processing or other uses specifically listed as Permitted Uses in the Commercial Industrial Restricted District.
- C. Building Requirements:

The minimum area, yard, height and building requirements of the Rural Business District shall be as follows:

1. Minimum lot size: 43,560 square feet (one acre) except that where contiguous to a commercial district the minimum lot size will be that necessary to meet health department requirements concerning water supply and sewage disposal if required.
2. Minimum setbacks: See Section 400 – A, Side - 25 feet; Rear - 25 feet, except none when the adjacent property is commercial and there is no fire hazard created by lack of setback. Where the Rural Business District abuts a residential district, an additional 10



feet setback in order to provide a 10-foot wide screen or buffer may be required at the discretion of the Planning Commission.

3. Maximum Building Height: No structure shall be higher than 35 feet.
4. Screens or Buffers: Where noise, visual effects, or distracting activity is determined by the Planning Commission to affect adjacent property or roadway, a vegetative screen, cement or masonry wall, or earth berm may be required by the Planning Commission to reduce the undesirable effects.

C. Full Disclosure.

Commercial or industrial uses shall, as part of application, provide full disclosure of all hazardous or dangerous products used in their commercial or industrial processes together with an explanation of safety measures, disposal measures and emergency medical and evacuation procedures. Changes in processing or manufacturing after initial approval relative to this requirement must be reported to the Planning Director within fifteen (15) days. Information provided herein shall be provided to the Emergency Medical Service, the Fire Department and the Sheriff's Department.

**Section 402. C-CB Community Business Commercial District.**

Community Business Commercial Districts are areas where small businesses are established to serve needs within the local community and primarily of small retail stores and services, and usually located on collector roads rather than major arterial roads.

A. Permitted Uses: The following uses are allowed within this district. Uses not listed in this Subsection are prohibited in this district.

1. All uses allowable in the C-RB District allowable in the C-RB District.
2. Retail bakeries, art galleries, florist shops, fresh produce grocers, retail stores and service businesses, (specifically including automobile service stations) that are not otherwise prohibited under this district, provided that no single use permitted shall occupy more than 5,000 gross square feet of floor area in either a single building or within a multi-tenant center.
3. Personal service uses including day care facilities, self-service laundries, barber shops, beauty parlor, photo studios, catering services, dress making, tailoring, alterations, shoe repair, appliance repair, bicycle repair, personal care homes and other uses similar in character provided that no single use permitted shall occupy more than 5,000 gross square feet of floor area.
4. Kennels and animal grooming businesses; provided however, that approval is granted for a permissive use by the Board of Commissioners, after review and recommendation by the Planning Commission. The Board shall consider the evidence presented on the proposed use. They shall also consider all relevant data relating to the public interest including:
  - a. Noise factors which may impact adjacent residential areas,
  - b. Isolating factors, such as topography or buffers,
  - c. Possibility of noxious odors affecting adjacent properties
5. Fabricating shops of small size such as woodworking shops, cabinet shops and upholstery shops (maximum size is 5,000 square feet).
6. Churches and cemeteries.
7. Public recreational, emergency service, utility, and semi-public uses.

B. Prohibited Uses: The following uses are specifically not allowed within this district. Other uses not listed as permitted uses above are also prohibited in this district.

1. Retail Building Supply, lumber yards, etc.
2. Those uses which generate sounds, odors, or visual effects, which are objectionable to the majority of adjacent property owners.
3. Manufacturing, Processing or other uses listed as permitted uses under the Commercial Highway Business or Commercial Industrial Restricted District that are not expressly permitted in the Commercial Community Business District.

### C. Building Requirements

The minimum area, yard, setback, and building requirements in the C-CB District are as follows:

1. Minimum lot size: 43,560 square feet (one acre) except that where contiguous to a commercial district the minimum lot size will be that necessary to meet health department requirements concerning water supply and sewage disposal if required.
2. Minimum setbacks: Front yard – See Section 400 – A, Side yard - 25 feet; Rear yard - 25 feet, except none when the adjacent property is commercial and there is no fire hazard created by lack of setback. Where the commercial district abuts a residential district, an additional 10 feet setback in order to provide a 10-foot wide screen or buffer may be required at the discretion of the Planning Commission. Back yard setback requirements are the same as side yard requirements herein.
3. Maximum Building Height. Buildings designed for human occupancy shall not be higher than 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed. Non-occupied buildings, and water towers, smokestacks, radio antennas, etc. may be permitted if no hazard or other adverse effect is created for adjacent properties as determined by the Planning Commission after public notice and hearing.
4. Screens or Buffers - Where noise, visual effects, or distracting activity is determined by the Planning Commission to affect adjacent property or roadway, a vegetative screen, cement or masonry wall, or earth berm may be required by the Planning Commission to reduce the undesirable effects.
5. Maximum building size: No building or other use permitted in this district may occupy more than 5,000 gross square feet of floor area. Buildings containing more than one business or other permitted use shall be no larger than a total of 15,000 gross square feet of floor area.

### D. Full Disclosure.

Commercial or industrial uses shall, as part of application, provide full disclosure of all hazardous or dangerous products used in their commercial or industrial processes together with an explanation of safety measures, disposal measures and emergency medical and evacuation procedures. Changes in processing or manufacturing after initial approval relative to this requirement must be reported to the Planning Director within fifteen (15) days. Information provided herein shall be provided to the Emergency Medical Service, the Fire Department and the Sheriff's Department.

**Section 403. C-HB Highway Businesses Commercial District.**

- A. Highway Business Commercial Districts are areas along major thoroughfares or major arterial roadways that provide services to transient customers, or serve a wide area, or depend upon the highway to transport materials or customers.
- B. Permitted Uses: The following uses are allowed within this district. Uses not listed in this Subsection are prohibited in this district.
1. Any use permitted in a C-CB district. (except the 5,000 square feet floor area limitation is excluded).
  2. Any use permitted in C-OI district.
  3. Hotel or motel, restaurants, cafes, or like establishments.
  4. Automobile, boat or farm implement sales or rental businesses.
  5. Assisted Living Facility, Nursing Homes
  5. Automobile or boat repair and service garages.
  6. Retail building supply stores and warehouses.
  7. Painting shops, printing shops, and sales outlets.
  8. Farmers market, flea markets.
  9. Greenhouses and nurseries.
  10. Furniture and appliance sales.
  11. Theaters, bowling alleys, pool halls.
  12. Radio or television broadcasting studios.
  13. Funeral homes and mortuary.
  14. Bus terminals, taxi stands, parking garages.
  15. Mini-warehouses.
  16. Dry-Cleaning establishments.
  17. Intensive recreation facilities (Music Parks, Recreation Vehicle Parks, Multiple Ownership Camping Areas, Racetracks, Sports Arenas, Gun Ranges, etc.) after Planning Commission review and approval of the Board of Commissioners.
  18. Public recreational, emergency service, utility, and semi-public uses.
  19. Wholesale Landscape supply yards (mulch, rocks, pine straw, etc.)

C. Prohibited Uses: The following uses are specifically not allowed within this district. Other uses not listed as permitted uses above are also prohibited in this district.

1. Those uses and activities generating sound, odor, or visual effects, which are objectionable and noticeable beyond property boundaries.
2. Manufacturing, Processing or other uses specifically listed as Permitted Uses in the Restricted Industrial District.

D. Building Requirements

The minimum area, yard, setback, and building requirements in the C-HB District are as follows:

1. Minimum lot size: 43,560 square feet (one acre) except that where contiguous to a commercial district the minimum lot size will be that necessary to meet health department requirements concerning water supply and sewage disposal if required.
2. Minimum setbacks: See Section 400 – A, Side yard - 25 feet; Rear yard - 25 feet,
  - a) Exceptions: No side or rear setback may be required when the adjacent property is commercial and there is no fire hazard created by lack of setback. Rear setback when abutting a residential district is 50 feet. Where the commercial district abuts a residential district, an additional 10 feet setback may be required in order to provide a 10-foot wide screen or buffer at the discretion of the Planning Commission or Board of Commissioners to reduce or eliminate noise factors, visual effects or the possibility of noxious odors that may negatively impact the adjacent residential area.
3. Maximum Building Height. Buildings designed for human occupancy shall not be higher than 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed. Non-occupied buildings, and water towers, smokestacks, radio antennas, etc. may be permitted if no hazard or other adverse effect is created for adjacent properties as determined by the Planning Commission after public notice and hearing.
4. Screens or Buffers - Where noise, visual effects, or distracting activity is determined by the Planning Commission to affect adjacent property or roadway, a vegetative screen, cement or masonry wall, or earth berm may be required by the Planning Commission or Board of Commissioners to reduce the undesirable effects.

E. Full Disclosure.

Commercial or industrial uses shall, as part of application, provide full disclosure of all hazardous or dangerous products used in their commercial or industrial processes together with an explanation of safety measures, disposal measures and emergency medical and evacuation procedures. Changes in processing or manufacturing after initial approval relative to this requirement must be reported to the Planning Director within fifteen (15) days. Information provided herein shall be provided to the Emergency Medical Service, the Fire Department and the Sheriff's Department.

**Section 404. C-PCD Commercial Planned Comprehensive Development District.**

Commercial Planned Developments are areas which would otherwise be suited for classification as C-RB, C-CB, C-HB, or C-OI, but which, due to their size and scope, or the need to provide for a planned or phased development, or the need to combine disparate commercial and/or residential uses within the same planned development, such developments would not otherwise be permitted by the provisions hereof.

**Purpose.** This district is intended to provide for appropriate planned development of quality mixed use projects by allowing greater flexibility and creativity in the land development process, by undertaking techniques which foster community and pedestrians, by creating roadway and pedestrian connections to residential areas, by minimizing the need for surface parking through compact and efficient land use, providing transitions between high traffic streets and neighborhoods, and thereby achieving the objectives of the Dawson County Comprehensive Plan

A. Permitted Uses. The following uses are allowed within this district. Uses not listed in this Subsection are prohibited in this district.

1. Corporate headquarters' and corporate campus developments
2. Churches and their customary related uses, including cemeteries upon specific approval by the Board of Commissioners
3. Assisted Living Facility
4. Parks, playgrounds, community centers, and schools (public or private)
5. Public cultural buildings such as libraries, museums, playhouses and theaters, and art galleries
6. Condominiums and Townhouses
7. Banks and other Financial Institutions
8. Business and Professional Offices, including, but not limited to, medical, dental, legal, financial, architectural, engineering, real estate, insurance and manufacturing representatives.
9. Personal service establishments, including, but not limited to, barber and beauty shops, drycleaners, and shoe repair.
10. Retail establishments except the following:
  - a. Automobile dealerships
  - b. Motels, Hotels
  - c. Liquor stores
  - d. Drive-in Theaters
11. Restaurants, grills, and similar eating and/or drinking establishments, including drive throughs.
12. Nursery schools, and Day Care Centers

13. Continuing Care Retirement Community upon specific approval by the Board of Commissioners
14. Wholesalers with a retail outlet.
15. Upon determination by the Planning Commission and the County Commission that same will not be a hazard, or detrimental to the community, mixed density residential uses. Town homes and single-family residential units shall be limited to rear entry garages or drives via alleyways.
16. Public recreational, emergency service, utility, and semi-public uses.

B. Prohibited Uses. The following uses are specifically not allowed within this district. Other uses not listed as permitted uses above are also prohibited in this district.

1. Those uses and activities generating deleterious and hazardous sound, odor, or visual effects beyond the boundary of the area proposed for the C-PCD zone.

C. Requirements and Standards for Approval.

1. An application for development as a Commercial Planned Comprehensive Development must contain a minimum area of ten (10) contiguous acres for strictly commercial proposals. The minimum area required for Commercial Planned Comprehensive Developments with a Residential component other than second story residential is twenty (20) acres.
2. The Planning Commission and the County Commission in their review of the proposed development shall consider:
  - a. The proper relation between the proposed development and surrounding uses, and the effect of the plan upon comprehensive planning for Dawson County;
  - b. The adequacy of existing and proposed street, utilities, and other public services to serve the development; and
  - c. The character, design and appropriateness of the proposed land uses and the adequacy of the character, design and land use to encourage desirable development, including providing separation and screening between uses if desirable.
3. Maximum building height shall be thirty-five feet (35') to allow for two to three story buildings **unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.** Cornices on buildings shall align where possible within the development and the height shall transition in a step-down approach when adjacent to residential development
4. Final approval of a C-PCD shall not be granted until the owner or owners of the property give written notice of their consent to the proposed development.
5. All CPCD projects shall have a minimum of two distinct types of land use. A minimum of fifty percent (50%) of the project shall consist of either, commercial, office, public, personal service, restaurant or similar uses. Land use calculation shall be determined by gross floor area for those projects that contain a vertical mixture of uses, and shall

be calculated by the total project land area for those projects containing a horizontal mixture of uses. Separate land uses shall be integrated both horizontally and vertically.

6. Parking shall be oriented behind or to the side of a building if possible and shared parking is highly encouraged.
7. If a **horizontal** residential component is included in the proposed development the following requirements apply:
  - a. If more than 80 residential units are included then a minimum of one amenity area including at least one pool, clubhouse, and two tennis courts, or a substantially similar equivalent amenity area;
  - b. Commercial and residential components of development shall be integrally designed to provide vehicular and pedestrian interconnectivity throughout the development;
  - c. Residential units may be developed up to a maximum density of 6 units per acre up to a maximum of 100 units.
8. Roads:
  - a. All Roads within C-PCD zoning may be a mixture of public and private roadways with public roadways primarily in commercial areas and private roadways within the residential area of the development.
  - b. Private roads are to be maintained by a mandatory property owners association formed by the developer.
  - c. Private roads are to be designated as private roads on all plats, maps, and deeds of the development. A disclosure statement shall be placed in each transfer deed regarding future maintenance responsibility of the private roads.
  - d. All private roads within the development shall be built to county standards for public roads.
  - e. All roads shall have sidewalks and permanent pedestrian access designed throughout the development and connecting adjoining developments.
  - f. Public or private streets shall connect the development to adjacent neighborhoods in zoning districts if possible
  - g. A traffic study shall be required on any project of more than 100,000 sq. ft. of commercial use and/or more than 100 dwelling units
9. Utilities:
  - a. Access and connection to public water and sewer shall be required for development within the CPCD zone.
10. Lighting:



- a. Building entrances and parking areas and pathways shall be lit to two-foot candles with pedestrian scale lighting.
- b. Parking area lighting shall have an average of no more than 6-foot candles for the projects.
- c. In general light should be designed so that light is not directed off the site and the fixtures shall be fully shielded or be designed with cut-offs to eliminate up lighting, spill, and glare.
- d. Illuminance levels at property lines abutting adjoining residential districts shall be a maximum of 0.5-foot candles.

11. Open Space:

- a. The amount of permanent open space or natural space required shall be no less than thirty percent (30%) of the development.
- b. Natural areas that are unsafe for pedestrians or not easily accessible to pedestrians - including swamps, floodplains, wetland areas, steep slopes (thirty-five percent (35%) or more for a distance of 100 feet or more), woodlands, lakes, ponds and streams - may be included as open space; but these areas shall not count for more than fifty percent (50%) of the total open space required.
- c. Developments are encouraged to utilize creative methods for storm water management and quality when such methods provide additional open space opportunities.

12. Bonuses:

- a. Residential Density bonus:
  - i. Residential density may be increased by including second story units above retail or office which will not count against the overall 6 dwelling unit per acre density.
- b. Open space reduction bonus: A ten (10) percent reduction in open space may be granted if the development includes a majority of the following items;
  - i. The site layout clusters building on the site to promote linked trips. A cluster is a group of buildings that are attached, oriented on adjacent street corners, or are close together such that a pedestrian need not walk across more than 64 lineal feet between building entrances.
  - ii. The site layout includes pedestrian facilities that connect through the development to the public right-of-way
  - iii. The site includes within its open space an active park
  - iv. The development provides at least ten (10) sq. ft. of public space (i.e. public art, fountains, benches with a focal area, or similar public spaces)

in addition to sidewalks for every ten (10) off street surface parking spaces.

- v. Reducing impervious cover of parking areas using alternative paving techniques by ten percent (10%).

#### D. Review and Application Procedures.

1. Pre-application Conference. Prior to filing a formal application as a C-PCD, the applicant shall confer with the Planning Staff in order to review the general character of the plan (on the basis of a tentative land use sketch if available) and to obtain information on projected programs and other matters.

#### 2. Development Plan

a. An applicant shall file an application with the Planning Staff for approval of a Commercial Planned Comprehensive Development. This application shall be supported by a development plan and written summary of intent, and shall show the relation between the proposed development and the surrounding area, both existing and proposed.

b. The following items shall be presented

- i. A general location map;
- ii. Existing topographic conditions, including contour interval of no more than two feet based on field surveys or photogrammetric methods;
- iii. The existing and proposed land uses and the approximate location of all buildings and structures;
- iv. The approximate location of all existing and proposed streets and major thoroughfares;
- v. The approximate location of all existing and proposed utilities; including a preliminary utility and drainage plan;
- vi. A legal description of the subject property and a current boundary survey;
- vii. The location and use of existing and proposed, public, semi-public or community facilities such as school, parking and open areas. The plans should include areas proposed to be dedicated or reserved for community or public use;
- viii. If a proposed development creates special concerns or problems or involves unusual circumstances, then additional information may be required to properly evaluate the proposal; the additional information may include the following information:

- \* An off-street parking and loading plan;
- \* An economic feasibility study report or market analysis;
- \* A comprehensive traffic study of the area;

- \* A traffic circulation plan within the development;
- \* An environmental impact study; and
- \* Other information as may be required.

3. The written statement submitted with the development plan shall include the following items:
  - a. A statement of the present ownership of all land within the proposed development;
  - b. An explanation of the character of the proposed development, including a summary of acres, development units, and gross density by type of land use. The explanation shall include minimum standards for floor area, lot size, yard and spacing requirements;
  - c. A development schedule and progression of unit division or staging; if applicable, both residential and commercial portions of the project shall be included in the first phase.
  - d. Proposed agreements, provisions, and covenants, which govern the use, maintenance, and protection of the development and any common or open areas.
4. A master drainage plan to identify major forms of detention/retention and to encourage creative water quality and quantity treatment processes.

E. Approval.

An application for approval of a C-PCD will be considered administratively as an application for amendment of the District Map and will be subject to the procedures established in this Resolution.

If the development plan is approved as submitted, the Planning Staff will cause the District Map to be changed to indicate the C-PCD. If the development plan is approved with modifications, the applicant shall file a properly revised site plan with the Planning Staff prior to changing the District Map. The site plan and supporting information of any approved plan shall be properly identified and permanently filed with the Planning Office.

F. Building and Occupancy Permits.

At such time as application is made therefore, the Department of Planning and Zoning, shall issue building permits for buildings and structures in the area covered by the approved development plan if they are in substantial conformity with the approved development plan, the development schedule, and with all other applicable regulation. The Building Inspector shall issue a certificate of occupancy for any completed building or structure located in the area covered by the approved development plan if it conforms to the requirements of the approved plan and all other applicable regulations.

G. Revision of the Development Plan.

Any major or substantial change in the approved development plan which affects the intent and character of the development, the density or land use pattern, the location or dimensions of streets, or similar substantial changes must be reviewed and approved by the County Commission subsequent to receipt of the recommendation of the Planning Commission. A request for a revision of the development plan shall be supported by a written statement justifying the necessity or desirability for such revisions. Notwithstanding the foregoing, the Planning Director shall have authority to approve minor changes in lot sizes or configurations without prior approval of the Planning Commission or County Commission.

H. Reversion of Zoning Approval.

1. If any portion of an approved development is rezoned to any other land use classification prior to the substantial completion of construction of internal streets or buildings (whichever is commenced first), the approval of the development plan shall lapse under this provision, in which event the Planning Director by operation of law shall, within 30 days of the rezoning approved by the County Commission: (a) cause the development to be removed from the official zoning map; (b) file a notice of revocation with the recorded development plan; (c) notify each owner of record, in writing, of the action; and (d) reinstate the land use classification and regulation which were in effect prior to the approval of the development plan.
2. If implementation of any approved C-PCD is delayed by more than two years from the approved schedule of development, no further development shall be allowed until the undeveloped portion of the tract is reclassified to another land use classification or the development plan as provided for in Subsection D above is revised in accordance with the procedures set forth in Subsection G above. This provision shall be in lieu of the requirements of this Resolution.

I. Fees.

At time of application for reclassification to Commercial Planned Comprehensive Development (C-PCD), the applicant shall pay a non-refundable fee of \$400.00 which fee shall be in addition to any other fees required by this resolution.

**Section 405. C-OI Commercial Office Institutional District.**

Within the Office Institutional District a variety of offices, professional offices, institutions and public offices not involving the sale, wholesale, storage or processing of merchandise are permitted. No retail sales or wholesale shall be permitted. Areas zoned to this classification are not intended to be retail centers, commercial or industrial activities. Rather, it is the intent of the district to provide locations for a wide range of open, uncrowded sites for offices, professional offices and clinics and institutions. This district is primarily located along highways and/or major arteries, but can also be located in an area dominated by institutions, such as a college or hospital, where a wide range of land uses are required.

A. Permitted Uses. The following uses are allowed within this district. Uses not listed in this Subsection are prohibited in this district.

1. Professional offices, including but not limited to business, medical, insurance, real estate and general, but not involving retail sales of any kind.
2. Assisted Living Facility, Nursing Homes
2. Banks and related financial institutions.
3. Schools, public or private, elementary, secondary, and those of higher learning, parochial, vocational, technical as well as instructional studios.
4. Medical facilities including hospitals and clinics.
5. Conference training centers and facilities.
6. Clubs, lodges and fraternal institutions, not to exceed 10,000 square feet of gross floor area.
7. Churches, temples, synagogues and places of worship and their customary accessory uses, including cemeteries.
8. Public parks, playgrounds, recreational center and senior social centers, public museums and art galleries.
9. Day care centers.
10. Public libraries.
11. Post offices and branch postal services.
12. Governmental office functions, including police stations, fire stations and administrative facilities.
13. Parking or public garage.
14. Public recreational, emergency service, utility, and semi-public uses.

B. Prohibited Uses. The following uses are specifically not allowed within this district. Other uses not listed as permitted uses above are also prohibited in this district.

1. Those uses and activities generating sound, odor, or visual effects, which are objectionable and noticeable beyond property boundaries.
2. Manufacturing, processing or other uses specifically listed as Permitted Uses in the Commercial Industrial Restricted District.

#### C. Building Requirements

The minimum area, yard, setback, and building requirements in the C-OI District are as follows:

1. Minimum lot size: 43,560 square feet (one acre) except that where contiguous to a commercial district the minimum lot size will be that necessary to meet health department requirements concerning water supply and sewage disposal if required.
2. Minimum setbacks: See Section 400 – A, Side yard - 25 feet; Rear yard - 25 feet.
  - a. Exceptions: No side or rear setback may be required when the adjacent property is commercial and there is no fire hazard created by lack of setback. Rear setback when abutting a residential district is 50 feet. Where the commercial district abuts a residential district, an additional 10 feet setback in order to provide a 10-foot wide screen or buffer may be required at the discretion of the Planning Commission. Additional exaction's and requirements for access, curb cuts, deceleration and acceleration lanes, traffic signals, water, sewer, etc., may be determined and required by the Planning Commission or Board of Commissioners. To reduce or eliminate noise factors, visual effects or the possibility of noxious odors that may negatively impact the adjacent residential area.
3. Maximum Building Height. Buildings designed for human occupancy shall not be higher than 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed. Non-occupied buildings, and water towers, smokestacks, radio antennas, etc. may be permitted if no hazard or other adverse effect is created for adjacent properties as determined by the Planning Commission after public notice and hearing.
4. Screens or Buffers - Where noise, visual effects, or distracting activity is determined by the Planning Commission to affect adjacent property or roadway, a vegetative screen, cement or masonry wall, or earth berm may be required by the Planning Commission to reduce the undesirable effects.

#### D. Full Disclosure.

Commercial or industrial uses shall, as part of application, provide full disclosure of all hazardous or dangerous products used in their commercial or industrial processes together with an explanation of safety measures, disposal measures and emergency medical and evacuation procedures. Changes in processing or manufacturing after initial approval relative to this requirement must be reported to the Planning Director within fifteen (15) days. Information provided herein shall be provided to the Emergency Medical Service, the Fire Department and the Sheriff's Department.

**Section 406. C-IR Commercial Industrial Restricted District.**

Restricted Industrial Commercial Districts are areas where there are manufacturing, processing, fabricating, or other uses, which may generate noise, odors, traffic activity and may require special energy, waste disposal, or other special utility support services.

A. Permitted Uses. The following uses are allowed within this district. Uses not listed in the Section are prohibited in this district.

1. All uses allowable in the CHB District.
2. Sawmills, lumber and wood products processing or storage, pulpwood yards.
3. Textile manufacturing, processing, fabrication, assembly.
4. Metals, cement, plastics, or wood products manufacture, fabrication, or production, including furniture manufacture.
5. Truck or cargo transfer terminals, bus garages.
6. Wholesale building supply and material storage or sales, and warehousing, including mini-storage warehousing.
7. Airports or airfields, after Planning Commission review and approval of the Board of Commissioners.
8. Mining, dredging, and sand or gravel removal operations, after Planning Commission determines not to be dangerous, offensive, unhealthy, nor detrimental to the community that is not listed as prohibited activities or uses in Dawson County in Section 601.
9. Bottling works and ice manufacturing plants.
10. Storage of petroleum products, but only after the location of the premises has been approved by the Fire Chief and, further provided that residential homes shall not be located within 100 yards of the location.
11. Public and semi-public recreation facilities.
12. Public recreational, emergency service, utility, and semi-public uses.
13. Public and semi-public services uses subject to the review and approval of the Planning Commission and Governing Body. These uses include but are not limited to substations, transformers, telephone exchanges, transmission towers, pump houses, satellite receiving stations, etc.
14. Inert waste landfills and compost production facilities.
15. Adult Oriented Businesses as per the Dawson County Adult Oriented Business Ordinance.
16. Any other industrial use that the Planning Commission or Board of Commissioners determines not to be dangerous, offensive, unhealthy, or detrimental to the

community that is not listed as prohibited activities or uses in Dawson County in Section 601.

17. Solar Farms

- a. Freestanding solar panels located on the ground shall not exceed twenty (20) feet in height above the ground
- b. Freestanding solar panels shall meet all setback requirements as required for buildings
- c. Solar Farms shall have approval by the Planning Commission and the Board of Commissioners as a permissive use or special use permit.
- d. Solar Farms shall be located on parcels greater than five (5) acres

B. Prohibited Uses. The following uses are specifically not allowed within this district. Other uses not listed a permitted uses above are also prohibited in this district.

- 1. Any industrial or commercial use that the Planning Commission or the Board of Commissioners determines to be a hazard, detrimental, or objectionable to the community.
- 2. The following uses and activities unless specifically approved by the Planning Commission and Board of Commissioners: cement or asphalt manufacture, steel fabrication industries, petroleum refinishing or bulk storage of highly inflammable products, stockyards or feedlots, commercial slaughtering of animals, paper or wood pulp manufacture, open pit mining, quarrying, or sand/gravel removal operations.

C. Building Requirements

The minimum area, yard, setback, and building requirements in the C-IR District are as follows:

- 1. Minimum lot size: 43,560 square feet (one acre) except that where contiguous to a C-IR the minimum lot size will be that necessary to meet health department requirements concerning water supply and sewage disposal if required.
- 2. Minimum setbacks: See Section 400 – A, Side yard - 35 feet; Rear yard - 35 feet, except none when the adjacent property is commercial and there is no fire hazard created by lack of setback. Rear setback when abutting a residential district is 50 feet. Where the commercial district abuts a residential district, an additional 10 feet setback in order to provide a 10-foot wide screen or buffer may be required at the discretion of the Planning Commission. Additional exaction and requirements for access, curb cuts, deceleration and acceleration lanes, traffic signals, water, sewer, etc., may be determined and required by the planning commission.
- 3. Maximum Building Height. Buildings designed for human occupancy shall not be higher than 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed. Non-occupied buildings, and water towers, smokestacks, radio antennas, etc. may be permitted if no hazard or other adverse effect is created for



adjacent properties as determined by the Planning Commission after public notice and hearing.

4. Screens or Buffers - Where noise, visual effects, or distracting activity is determined by the Planning Commission to affect adjacent property or roadway, a vegetative screen, cement or masonry wall, or earth berm may be required by the Planning Commission to reduce the undesirable effects.
5. Additional Requirements - The Planning Commission and Governing Body reserve the right to set special requirements for certain industries which may require greater screening and buffer requirements, thereby creating greater lot or area requirements.

D. Full Disclosure.

Commercial or industrial uses shall, as part of application, provide full disclosure of all hazardous or dangerous products used in their commercial or industrial processes together with an explanation of safety measures, disposal measures and emergency medical and evacuation procedures. Changes in processing or manufacturing after initial approval relative to this requirement must be reported to the Planning Director within fifteen (15) days. Information provided herein shall be provided to the Emergency Medical Service, the Fire Department and the Sheriff's Department.

## Section 407. Conditional Uses

**Purpose.** The purpose of ~~identifying a conditional uses use~~ is to ~~establish clear guidelines for those uses allowable with specific districts provided additional visual and site requirements, etc. are followed.~~ ~~allow certain uses, that due to their uniqueness, may be conditionally allowed with or without reasonable stipulations- forgoing the need of a formal rezoning.~~ Clear guidelines for those uses ~~conditionally allowable allowed~~ within specific ~~zoning~~ districts ~~provided additional shall be provided to ensure~~ visual and site requirements, ~~etc.~~ are followed. These additional requirements are necessary to mitigate any potential impacts on adjoining properties that may occur due to the inclusion of a particular use. ~~In many cases these~~ **An application for a conditional uses use** may be **submitted upon determination of the planning director,** with ~~approval~~ **review and recommendation** of the Planning Commission **and approval of the** Board of Commissioners without formal rezoning. ~~The following uses are considered Conditional by Dawson County and allowed with conditions as detailed in each subsection:~~

### 1. Telecommunication Towers and Antennas as a Conditional Use

**Purpose and Intent.** The purpose of this section is to establish guidelines for the siting of all wireless, microwave towers, common carrier towers, cellular, television and radio telecommunications towers and antennas. The regulations and requirements set forth herein are adopted for the following purposes:

- a. To provide for the location of communication towers and communication antennas in Dawson County;
- b. To effect the visual impacts of communication towers and antennas through careful design, siting, landscape screening and innovative camouflaging techniques;
- c. To accommodate the growing need for communication towers and antennas while minimizing the total number of towers within the community necessary to provide adequate personal wireless services to residents of Dawson County;
- d. To promote and encourage shared use/co-location of existing and new communication towers as a primary option rather than construction of additional single-use towers;
- e. To consider public health, safety and welfare;

#### **Applicability.**

- a. All new communication towers and communication antennas in Dawson County shall be subject to these regulations and all other applicable regulations. For purposes of measurement, communication tower setbacks and separation distances as set forth in this Article shall be calculated and applied irrespective of County and municipal jurisdictional boundaries.
- b. All communication towers and communication antennas legally existing on [date of adoption] shall be considered legal non-conforming uses, allowed to continue their usage as they presently exist: provided however, anything other than routine maintenance, including without limitation, structural modifications including provisions for additional antennas or additional providers and/or new construction on an existing communication tower, shall comply with the requirements of this Article with the exception of separation distances. Routine maintenance shall be permitted on such existing towers.

- c. The performance and construction standards provided for in this Article shall apply to all new communication tower construction including such construction that shall occur in areas zoned under the Commercial Tower zoning designation established by the Land Use Resolution of Dawson County, now repealed.

- d. All government towers with public safety systems or equipment shall be exempt from the requirements of this subsection. However, private facilities and structures proposed for placement on governmentally owned property shall not be exempt.
- e. This ordinance shall not govern any tower, or the installation of any antenna, that is thirty-five (35) feet or less in height and is owned and operated by a federally licensed amateur radio station operator from the operator's residence.

**General Requirements.**

- a. **Principal or Accessory Use.** A tower and/or antenna is considered a principal use if located on any lot or parcel of land as the sole or primary structure, and is considered an accessory use if located on a lot or parcel shared with a different existing primary use or existing structure. An existing use or structure on the same lot or parcel shall not preclude the installation of an antenna or tower. For purposes of determining whether the installation of a tower or antenna complies with zoning district requirements, including but not limited to set-back, buffer and other requirements, the dimensions of an entire lot or parcel shall control, even though the antenna or tower may be located on a leased area within such lot or parcel. Towers that are constructed and antennas that are installed, in accordance with the provisions of this ordinance shall not be deemed to constitute the expansion of a non-conforming use or structure. Accessory structures to the tower are for that of the facility only, no offices, vehicles or material storage is allowed in structure.
- b. **Inventory of Existing Sites.** To facilitate the co-location of antennas, each applicant seeking to locate a new tower, alternative tower structure or antenna, or to modify any such existing structure, shall provide to the Department of Planning and Development an inventory of applicant's existing towers or alternative tower structures. Applicants seeking to erect an amateur radio tower or antenna as defined by Federal Communications Commission (FCC) regulations shall be exempt from this provision. The inventory shall include all such structures that are within the jurisdiction of the governing authority; within a municipality located, in whole or in part, within Dawson County; and within a one mile border of Dawson County, and shall include specific information about the location (latitude and longitude coordinates), height, design, tower type and general suitability for antenna co-location of each tower, and other pertinent information as may be required by the Department of Planning and Development. The Department of Planning and Development may share such information with other applicants for a Communication Tower permit under this Ordinance or other organizations seeking to locate towers or antennas within the jurisdiction of the governing authority, provided, however that the Department of Planning and Development is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

**Application Requirements.**

- a. Each conditional use application shall include a scaled site plan with topographical information, an elevation view, and other supporting drawings, calculations and documentation.
- b. The site plan must include setbacks, drives, parking, fencing, landscaping, adjacent uses, also the distances to all structures within 1000 feet, and any other information necessary to review the request.

- c. Documentation of radio frequency range, coverage area, and tower height requirements.
- d. Documentation of all hazardous and / or flammable materials that may be located on site, their quantity and method of storage.
- e. Location and height of all existing towers owned by the applicant inside of and within one mile of the boundary of Dawson County.
- f. New freestanding communication towers and communication antennas shall not be allowed unless the applicant makes an affirmative showing based on competent substantial evidence that:
  - 1. Existing towers and buildings do not technologically afford the applicant the ability to provide service to the service area of the applicant or service provider, and
  - 2. The geographical boundaries of the proposed service area cannot technologically be bifurcated to avoid the necessity for a freestanding tower/antenna, and
  - 3. There exists a present demand and formal commitment by a minimum of one wireless provider (may be that of the applicant) to locate at the proposed site.
- j. All wireless telecommunications applications that are located on rooftops, water tanks must be able to adhere to the following aesthetic criteria:
  - 1. Camouflage radome material
  - 2. Paintable
  - 3. Dual Polarized Antenna if camouflage and painting is unavailable.
  - 4. No roof top MW dish may exceed 4 feet in diameter.
  - 5. Antennae placed on rooftops should be setback from the roof edge at a 1:1 ratio to the height of the antenna.
- k. A balloon test is also required to be performed. Provide the date and time of the testing on the application and the applicant is further required to notify adjoining property owners of same.
- l. If the telecommunications tower is federally funded, licensed or permitted a Section 106 Review is required pursuant to the National Historic Preservation Act to establish the effect, if any, on historic resources.

**Zoning Requirements.**

Communication towers and communication antennas are considered conditional uses and upon proper application and approval may be permitted in the following zoning categories:

- a. C-CB
- b. C-HB
- c. C-PCD
- d. C-IR
- e. R-A, if proposed to be located on a single lot or parcel of not less than 5 acres

- f. C-RB
- g. CT, if zoned prior to May 1, 2010.

Conditional use status shall be revoked if not used within one year of approval.

**Performance and Construction Standards.**

- a. **Structural Design.** New Communication towers/antennas and modifications to existing structures including, without limitation, the addition of height, antennas or providers shall be constructed in accordance with all applicable County Building Codes and shall meet or exceed current standards and regulations of all applicable Federal, State and Local authorities. Lattice tower structures, self-supporting or guyed structures are prohibited.
- b. **Setbacks.** Communication tower/antenna setbacks shall be measured from the base of the tower/antenna or protruding building structure at the base of the tower, whichever is closest to the property line, to the property line of the parcel on which it is located. Communication towers/antennas and their accessory structures shall comply with the minimum lot and setback requirements of the district in which they are located. In cases where there is a conflict between the minimum lot setback and street setback requirements, the greater setback shall apply. Guy wires and support anchors are required to meet setbacks; they shall not extend outside of the property line and must be contained within the fenced area of the tower site.
- c. **Separation from Residential Uses.** Separation requirements for communication towers from residentially zoned lands, as outlined in Article III of this resolution except those lands zoned R-A, or residential uses shall be a minimum of 195 linear feet. Communication tower separation shall be measured from the base of the tower to the closest point of off-site uses.
- d. **Separation Distances between Communication Towers.** Separation distances between communication towers shall be applicable for and measured between the proposed tower and those towers that are existing and/or have received land use or building permit approval from the County. The separation distances shall be measured by drawing or following a straight line from the base of the existing tower to the base of proposed tower, pursuant to a site plan, of the proposed tower. Minimum separation distances (listed in linear feet) shall be as follows:

**SEPARATION REQUIREMENTS BY TOWER TYPES**

| <b>PROPOSED TOWER TYPES</b>                      | <b>Lattice, Self-Supporting or Guyed</b> | <b>Monopole 75' in Height or Greater</b> | <b>Monopole Less Than 75' in Height</b> |
|--|--|--|---|
| Camouflaged or Monopole 75' in Height or Greater | 15,840 feet                              | 15,840 feet                              | 10,560 feet                             |
| Camouflaged or Monopole Less than 75' in Height  | 10,560 feet                              | 10,560 feet                              | 10,560 feet                             |

- e. **Fencing.** A chain link fence or wall not less than six (6) feet in height, from finished grade equipped with an appropriate anti-climbing device shall be provided around each communication tower. Access to the tower shall be through a locked gate.
- f. **Landscaping.** Landscaping shall mitigate the visual impacts of a communication tower. Where adequate vegetation is not present, tower facilities shall be landscaped with a landscape buffer that effectively screens the view of the tower compound. The use of existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute for or in supplement towards meeting landscaping requirements.
  - 1. Landscape buffers shall be a minimum of ten (10) feet in width and located outside the fenced perimeter of the tower compound; and
  - 2. A row of trees a minimum of eight (8) feet tall (planted height) and a maximum of twenty (20) feet apart shall be planted around the perimeter of the fence; and
  - 3. A continuous hedge at least thirty (30) inches high at planting and capable of growing to at least thirty-six (36) inches in height within eighteen (18) months shall be planted in front of the tree line referenced above; and
  - 4. All landscaping shall be of the evergreen variety and conform with landscape standards to be approved by Planning & Development Office at the time of permitting.
  - 5. If existing foliage is to be used as buffer, it must be labeled and incorporated into site plan and approved through Planning & Development Office.
  - 6. Upon final installation of new trees, shrubs or other landscape material planted to meet the requirements of this section and prior to receipt of a Certificate of Occupancy, the owner shall either provide proof of warranty or post a Maintenance Bond or other acceptable surety, warranting the new material for a period of no less than one (1) year. The bond shall be posted in an amount equal to 20% of the actual cost of the material and installation.
    - a. The department shall perform an inspection of the plantings and landscape materials required by these regulations prior to the expiration of the one (1) year warranty or maintenance period. The tower owner shall be notified of any replacements or restoration that must be made to maintain compliance with these regulations.

Required landscape materials found to be dead or near death shall be replaced prior to release by the Department of the warranty or maintenance surety. In no case shall replacement be delayed more than thirty (30) days from notification, unless a performance bond is posted with the Department. Such performance shall be completed within six (6) months of posting.

**Height.**

- 1. No freestanding communication tower/antenna shall exceed 195 feet in height from ground level.
- 2. Where installed on top of a building, no communication tower/antenna shall extend greater than 20% over the building height.

3. *An existing communication tower may be modified to a taller height not to exceed 20 feet over the tower's existing height, NEVER to exceed the maximum height of 195 ft., to accommodate the co-location of an additional communication antenna(s).*
  - A. The height change referred to in this subsection may only occur one time per communication tower.
  - B. The additional height referred to in this subsection shall not require an additional distance separation. The communication tower pre-modification height shall be used to calculate such distance separations.

**Illumination.** Communication towers/antennas shall not be artificially lighted.

**Co-location.** Proposed communication antennas may and are encouraged to co-locate onto existing communication towers, provided such co-location is accomplished in a manner consistent with zoning and performance standards, new or additional conditional use approval is not required. If it is determined by the County that the proposed tower is situated in a location which will benefit the County's telecommunication systems, then the tower shall be engineered and constructed to accommodate the additional telecommunication equipment beneficial to the public system at a cost to the County no greater than the actual expense of the provider in so engineering and constructing the tower to meet the County's needs.

1. Monopole communication towers shall be engineered and constructed to accommodate a minimum of three additional communication service providers.
2. Camouflaged communication towers may be engineered and constructed without accommodating additional communication service providers.
3. Communication towers located within electrical substations may be engineered and constructed without accommodating additional communication service providers. Such towers shall be monopole construction and shall be subject to all of the requirements of Article II, Communication Tower and Communication Antenna Permits and Regulations.

**Noninterference.** No communication tower or antenna shall interfere with public safety communication. Frequency coordination is required to ensure noninterference with public safety system and/or public safety entities.

**Variations.** Any request to deviate from any of the requirements of this section shall require approval of the Planning Commission.

**Documentation.** Documentation to demonstrate conformance with the requirements of Performance Standards shall be submitted by the applicant with all requests to construct, locate or modify a communication tower/antenna. A statement by the applicant as to how construction of the communication tower will accommodate co-location of additional antennas for future users shall be included with the documentation. Documentation evidencing a present commitment from the proposed service providers to locate at the proposed site shall also be included by applicant, at time of permitting

**Signs and Advertising.** A small sign placed on the entrance gate of sufficient size, not to exceed four (4) feet in total area shall display the name of the person or corporation owning



the tower, the name of the person or corporation owning the property (if different from tower owner), FCC registration number and a current mailing address with a name and phone number of a person to contact in case of an emergency. All other signage is prohibited and the use of any portion of a tower for sign or advertising purposes including, without limitation, company name, banners, or streamers, is prohibited.

**Abandonment.** Without waiving the County's right to determine whether or not a communication tower has been abandoned, it shall be the duty of the tower owner to notify the County in writing of any intent to abandon use of the tower. Said notice shall include steps that tower owner shall take to accomplish removal of the tower structures. In the event the use of any communication tower has been discontinued for a period of 180 consecutive days, the tower shall be deemed to have been abandoned. Upon such abandonment, the owner/operator of the tower shall have an additional 45 days within which to: (1) reactivate the use of the tower or transfer the tower to another owner/operator who makes actual use of the tower; or (2) dismantle and remove the tower. The Owner of the tower shall be ultimately responsible for all costs of dismantling and removal and in the event the tower is not removed within 45 days of abandonment, the County may proceed to do so and assess the costs against the tower owner. The lien of such assessment shall bear interest, have priority and be collectable at the same rate and in the like manner as provided for by Georgia law. At the earlier of 46 days from the date of abandonment without reactivation or upon completion of dismantling and removal, any conditional use permit, waiver and/or variance approval for the tower shall automatically expire.

**Finished Color.** Communication towers not requiring FAA painting/markings shall have either galvanized finish or be painted with a non-reflective paint in a non-contrasting blue, gray or black finish. The color should be selected so as to minimize the equipment's visibility.

**Maintenance.** To ensure the structural integrity of towers, the owner of a tower shall be maintained in compliance with standards contained in applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the governing authority concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance within such standards. If the owner fails to bring such tower into compliance within said thirty (30) days, the governing authority may remove such tower at the owners' expense. Any such removal by the governing authority shall be in that manner provided in Sections 41-2-8 through 41-2-17 of the Official Code of Georgia.

**Liability Insurance.** Liability insurance in an amount not less than \$1,000,000 shall be maintained by the owner and operator of the facility until such facility is dismantled and removed from the parent site. Failure to maintain insurance coverage shall constitute a violation of this Code and grounds for revocation of conditional use approval. Proof of same shall be supplied to the Department of Planning and Development upon application for permit.

#### **Fees.**

1. The fees for conditional use approval for a communication tower/antenna shall be \$ 2,500 inclusive of the third party review cost.
2. The development plan review fees shall be the same as for any commercial development.

3. The building permit fees shall be set at \$500.00 and shall cover the tower and associated equipment building. Any other permits required shall be charged at the prescribed rate at the time of development or construction.
4. As with any conditional use or special exception application, the applicant shall be required to submit fee amounts as deemed sufficient and appropriate by the County in order to obtain any needed technological expertise so as to assist County staff in evaluation the request. In order to receive an objective, qualified verification of the application submitted requesting the approval of a conditional use permit for a communication tower / antenna, an independent RF consulting company, chosen by Dawson County, will evaluate such application. The independent consulting company will evaluate all RF applications on the merits of the applicant's ability to meet or exceed the standards of this article. The fee to secure a third party review shall be inclusive in the conditional use request fee paid by the applicant at the time of filing for a conditional use permit with the County. Information to be provided to the independent consultant for review and evaluation is as follows:
  - a. No new telecommunications structure may be constructed without providing the following information:
    1. Propagation map of Existing Coverage (scale) on Paper and Proposed Coverage (scale) on Clear Film with RSSI (Received Signal Strength Indicator) or Eb/Io values distinguished by different color criteria.
    2. Latitude/Longitude (NAD 27), Ground Elevation AMSL, Antenna Radiation Center, ERP (watts) out of the antenna, Antenna Manufacturer, Antenna model, Antenna Beam width, Antenna Tilt, Antenna Gain and Antenna Pattern.
    3. Name of Propagation Tool, Propagation Parameters specifications.
    4. Frequency TX Band / RX Band, License Block.
    5. Inventory of applicant's existing sites within a 5-mile radius.
    6. Name, Number and title of submitting engineer.

[Note: If propagation parameters are not submitted then a test transmitter drive shall be conducted after test procedures and hardware are pre-approved and verified on site by the Independent Consulting Company.]

- b. No new telecommunications structure may be constructed if proof of the following can be made:
  1. 80% of the proposed coverage area can be accomplished by an existing structure or alternate means of transmission (i.e. repeater, carrier system modification).

2. Proposed Telecommunications site exceeds FCC RF emissions Power Density standard of 1 mw/cm<sup>2</sup> for uncontrolled environments.
  3. Telecommunication site does not meet FAA/FCC rules and Regulations.
  4. A previously approved site application will meet the current applicant's coverage or capacity objectives.
- c. Any approved wireless telecommunication tower must adhere to the following conditions:
1. Proof of FAA 'No hazard determination assessment' or 'No notice of construction needed'. If a notice of construction is required, the FAA can only grant the 'No Hazard of Determination Assessment'. Only an Aviation consultant once coordinated with the Independent Consultant can determine if a No notice of Construction is warranted if and only if the tower is greater than 5 miles from an airport or 2 miles from a Heliport.
  2. Update of ERP (watts) per site, per sector upon filing for new cell tower.
  3. Update of antenna type, antenna beam width, antenna gain, antenna tilt, and Radiation Center upon filing for new cell tower.

**Variance.** Any request for variance from the provisions of this article shall be presented directly to the Dawson County Planning Commission per Article IX of this resolution.

**Violation.** Any person violating the provisions of these regulations shall be guilty of violating a duly adopted Ordinance of Dawson County, and upon conviction by a court of competent jurisdiction may be penalized pursuant to Section 1206 of the Land Use Resolution.

## **ARTICLE V. (MUV) MIXED USE VILLAGE USE DISTRICT**

### **Section 500. Purpose.**

The Mixed Use Village (MUV) district is established primarily to encourage the development of mixed use developments consisting of both residential and commercial property. The MUV district is intended to:

- A. Encourage the development of large tracts of land as planned, mixed use communities;
- B. Encourage flexible and creative concepts in site planning;
- C. Preserve the natural amenities of the land by encouraging scenic and functional open space areas; and
- D. Provide for an efficient use of land.

### **Section 501. Use Regulations.**

Within the MUV district, land and structures shall be used in accordance with the standards set forth herein. Any use not specifically designated as a permitted use shall be prohibited.

- A. **Permitted Uses.** Structure and land may be used for only the following purposes:
  - 1. Single-family attached dwellings;
  - 2. Single-family detached dwellings;
  - 3. Multi-family dwellings;
  - 4. Patio homes;
  - 5. Townhomes;
  - 6. Condominiums;
  - 7. Apartments;
  - 8. Live work units; residential, above or behind commercial and office uses in the same building;
  - 9. Small accessory apartments (guest house);
  - 10. Accessory buildings and uses;
  - 11. Clubs and lodges (non-commercial);
  - 12. Colleges and universities;
  - 13. Commercial and office uses;
  - 14. Retail and service uses;

15. Day care facilities;
16. Family day care;
17. Golf courses;
18. Group homes;
19. Guest houses;
20. Home occupations;
21. Neighborhood recreation centers;
22. Nursing home facilities;
23. Continuum of care retirement facilities
24. Parks, public and private;
25. Personal care homes;
26. Public utility facilities;
27. Recycling centers (collecting);
28. Religious institutions;
29. Retirement centers;
30. Schools, public and private;
31. Public uses;
32. Parking structures

B. **Conditional Uses:** Low intensity manufacturing not to exceed 50,000 square feet for the total MUV. Such facilities must be located in an enclosed building or structure, must be designed to fit the architectural theme of the community, must not emit any noxious odors or noise and shall not be used for the storage of hazardous materials.

C. **Prohibited Uses:** Structure and land shall not be used for the following purposes: Adult entertainment establishments; adult video stores; adult book stores; adult novelty stores; mobile homes; or any use not designated as a permitted use.

**Section 502. Land Area.**

Land area for the MUV shall be 500 to 1,000 acres in size.

**Section 503. Density and Lot Sizes.**

The gross overall density shall not exceed 2.8 units per acre; however, to promote innovative design, the intent of the MUV is to be density neutral. There is no specific lot size required or specified. Lot sizes shall be based on the development master plan presented and approved by

the Dawson County Board of Commissioners. Density and intensity of land uses are specified in Table 2-1 "Mixed Use Village" of the latest adopted version of the Dawson County Comprehensive Plan.

**Section 504. Village Core Area.**

The Village Core Area is defined as the geographic area within the community where the majority of commercial, business and public facilities shall be located that are intended to serve the entire community. The Village Core Area should also contain dense housing as compared to the rest of the community. The Village Core Area shall be designated on the conceptual plan.

**Section 505. Setbacks and Buffers.**

Front, side and rear setbacks and buffer requirements shall be established as part of the Master Development Plan.

**Section 506. Building Height.**

No building shall be more than 3 stories in height or more than 35 feet in height, whichever is less, unless approved by the County Board of Commissioners as part of the Master Development Plan. The height limitation does not apply to unoccupied and inaccessible architectural features (e.g., church spires, belfries, cupolas and domes, parapet walls, monuments, government-owned observation towers, water towers, chimneys, flag poles, and similar structures).

**Section 507. Utility Construction.**

All water and sewer service construction shall meet the standards of the service provider. Utilities shall be placed underground. Storm water facilities shall be constructed to the specifications of the applicable local or state authority.

**Section 508. Transportation System.**

The street network shall be designed in a generally connected pattern limiting cul-de-sacs when possible. Street patterns shall be designed to respect and follow existing topography as much as possible, to minimize earthmoving and disruption of existing natural features. The applicant may request alternative design standards for infrastructure such as narrower streets or alternative stormwater methods to provide for more creative land development and to decrease potential environmental impacts of proposed development. Any proposed alleyways shall be designed in accordance with the approved development plan. Streets shall be designated public or private on the Master Development Plan.

**A. Streets shall be designed to:**

- i. Preserve existing hardwood tree lines and watercourses;
- ii. Minimize alteration of natural, cultural and historic features;
- iii. Minimize acreage devoted to streets;
- iv. Calm vehicle traffic;
- v. Promote pedestrian circulation;
- vi. Maximize the view of natural vistas.

- B. **Street Construction.** Street design and construction shall be shown on in the Master Development Plan. In the Core Village the street shall be designed to meet the 300 to 600 feet grid. See § 2-38 of the Community Agenda.
- C. **Parking.** Parking spaces shall be provided in accordance with current Dawson County regulations as to number of spaces for a particular use and dimension of spaces. Parking may be shared between uses if no conflicts shall arise from such arrangement. If shared parking is proposed, then the applicant shall submit a plan for such arrangement with the Master Development Plan
  - a. On-street parking shall be permitted throughout the district and shall be depicted on the Master Development Plan. On-street parking spaces shall count toward the minimum spaces required based on the land uses proposed. Off-street parking design shall be approved by the Dawson County Department of Public Works.
- D. **Alleys.** Alleys shall be permitted as appropriate. Alleys shall be designed with a minimum of 12-foot lane width and a minimum R-O-W of 20 feet. Alley design shall be approved by the Dawson County Department of Public Works.
- E. **Pedestrian Circulation.** As part of the Master Development Plan, the applicant shall submit a pedestrian circulation plan depicting size and location of all pathways, trails and sidewalks. All proposed land uses shall be connected to the pedestrian circulation system. Multi-use trails shall be noted in the Master Development Plan. Golf carts are permitted on the multi-use trails if so designated on the Master Development Plan.
- F. **Street Trees.** As part of the Master Development Plan, the applicant shall provide a street tree plan showing the location, spacing and type of street trees proposed throughout the development. Such plan may be depicted on a section of roadway providing an example of the intended tree planting program for the entire community. Street trees shall not be required in areas where the applicant intends to preserve existing trees. Developments in the MUV district shall meet the provisions of the most current landscaping requirements adopted by Dawson County related to parking areas.

**Section 509. Sign Program.**

The intent of the MUV district is to promote architectural style in signage by encouraging monument type signs using architectural materials. As part of the Master Development Plan, the applicant shall submit a sign plan that illustrates the size and style of signs to be constructed, as well as a description of materials to be used for all freestanding, wall, entrance and directional signage. The intent of these regulations is to promote signs architecturally compatible with surrounding development.

**Section 510. Open Space.**

A minimum of 30 percent of the total land area of the MUV district shall be open space or green space. Open space may include areas for both passive and active recreation. Examples include parks, playgrounds, play fields, plazas, greenways, trails, streams, creeks, ponds and natural areas. The concept plan shall show all proposed areas of open space. For the purpose of this section, the developer or owner may designate a portion of the open space as a wetland, stream and/or wildlife mitigation bank, and such area shall be counted as part of the open space. In addition, such mitigation bank may be placed in the ownership of a third party but shall be considered as part of the overall required development open space as long as such area remains a mitigation bank or is undeveloped.

**Section 511. Architectural Standards.**

As part of the concept plan approval process, the applicant shall provide preliminary information regarding the architectural theme of the community. Such preliminary information shall include drawings showing at least two typical residential elevations and drawings showing at least two elevations of typical proposed commercial buildings.

As part of the Master Development Plan approval process, the applicant shall submit information regarding intended architectural design for the community. Such information shall include at minimum a description of materials and colors of exterior of all buildings, roofing materials and pitches, and requirements (if appropriate) regarding porches and parking garages. Architectural standards may change due to future changes in the real estate market pertaining to household sizes and buyers wants and desires. The Planning Commission and Board of Commissioners shall have the authority to approve any modifications to architectural standards within the Master Development Plan.

**Section 512. Landscaping.**

Prior to constructing any structure or facility, the applicant shall submit a landscaping plan showing the location of all proposed landscaping for the area to be disturbed. Such plan shall show all proposed planting material (type and size), ground cover, proposed irrigation, and existing vegetation to be preserved.

**Section 513. Approval Process.**

In order to develop in the MUV district, the applicant shall first obtain approval of the concept plan. Thereafter or concurrent with presentation of the concept plan, the applicant shall submit a detailed Master Development Plan that shall be approved before the issuance of a land disturbance permit.

- A. **Concept Plan.** In order to rezone to MUV, the developer/applicant must submit a Concept Plan that shall include, but not be limited to:
  - a. Proposed uses;
  - b. Number of units per use;
  - c. Designated areas of use;
  - d. Open space, amenities, road systems, access points;
  - e. Proposed name of development;
  - f. Location of all wetlands and streams as those terms are defined under State and Federal law; and
  - g. Public and private streets.

A Concept Plan of the development shall be submitted to Dawson County at the time of filing for rezoning to the MUV district. The Concept Plan shall be prepared by an architect, landscape architect, engineer and/or land surveyor whose state registration is current and valid.

After the Concept Plan is approved, minor variations from the plan shall be permitted if the requirements of the Concept Plan and Site Plan Amendments Section of the Land Use Resolution of Dawson County are met.

As each phase of the development is developed, the owner shall provide Dawson County with an updated summary of density "used" and remaining density "available" for future phases.



- B. **Master Development Plan Approval.** After zoning for the MUV district is approved, which includes approval of the concept plan, or concurrent with applying for re-zoning to MUV district, the developer and/or property owner shall submit the proposed Master Development Plan for any phase to be constructed before a land disturbance permit is approved by Dawson County. The Master Development Plan shall include:
- a. Location of streets, roadways, alleyways, sidewalks, trails and other transportation facilities;
  - b. Location and size of water and sewer facilities;
  - c. Location and size of all stormwater and sediment control facilities;
  - d. Location and size of lots and building areas along with proposed setbacks;
  - e. Location and designation of all buffered areas; streams, creeks and waterways, wetlands, adjacent property owners;
  - f. Location of proposed open space/greenway areas;
  - g. Proposed sign program with specifications and locations of signs;
  - h. Proposed landscaping for the particular phase to be developed;
  - i. Architectural standards as stated in this Article.
  - j. Additional items that may be requested by the Dawson County planning staff or the Board of Commissioners necessary to insure compliance with the terms of this Article.

After the Master Development Plan is approved, variations from the Master Development Plan shall be submitted to the Planning Commission for review and recommendation and then submitted to the Board of Commissioners for approval or denial.

As each phase of the development is permitted, the owner shall provide Dawson County with an updated summary of density "used" and remaining density "available" for future phases.

## **ARTICLE VI GENERAL PROVISIONS**

### **Section 600. Purpose.**

The purpose of this Article is to provide for general requirements of this Resolution to include: Uses prohibited in Dawson County; setback, screening, and buffer and clear vision requirements; access requirements; conditional and non-conforming uses; and maintenance of minimum resolution requirements.

### **Section 601. Prohibited Uses.**

In order to protect the health, welfare, and safety of the residents of Dawson County, the following uses shall not be permitted in any District in Dawson County:

- A. Manufacture of hydrochloric, nitric, sulfuric, or picric acids, or other products, which, in case of accidental release, are hazardous to life.
- B. Production of chlorine or other noxious gases.
- C. Distillation of bones, rendering or refining of fats, oils, or animal parts.
- D. Dumping or reduction of garbage, dead animals, or offal, other than at county-operated sanitary landfills according to Georgia Department of Public Health regulations and Department of Agriculture regulations. Dead farm animals, including poultry, will be disposed of according to appropriate regulations on the owner's property, if known.
- E. Manufacture of explosives or storage of more than 100 pounds of explosives.
- F. Manufacture of fertilizer.
- G. Storage or dumping of hazardous, toxic, or radioactive wastes.
- H. Hair, glue or leather manufacture.
- I. Smelting of tin, copper, zinc, or iron ores.

### **Section 602. Setback, Screening, Buffer, and Vision Requirements.**

- A. Building setback requirements are established to provide for minimum distance from adjacent structures and property lines, minimum distance from streets and highways, clear vision at road intersections, and safe distances from hazards.
- B. No structure shall be less than 10 feet from an adjacent structure unless constructed with common or contiguous walls such as may occur in townhouses, condominiums, apartments, or intensive commercial development, and unless structures comply with the provisions of the Georgia Building Code concerning fire safety, e.g., fire-resistant construction, warning systems, barriers, sprinkler systems, and fire escapes, as necessary, or as required by the Planning Commission.
- C. Building setbacks are established according to the following table unless otherwise noted in each respected district (except RPC)

| LOCATION | DISTANCE  |
|----------|---|
| Front    | 100 feet form Parkways, 60 feet from state or federal highway, and 40 feet from all other streets or roads  |
| Side     | 25 feet   |
| Rear     | 35 feet   |
| R-A      | 50 feet from property line or road or 200 feet from residence on adjacent lot, whichever is greater, for all buildings occupied by animals or animal products   |
| Lake     | No setback required from Lake Lanier Government Line  |
| Sewage   | Public Health Department requires 10 feet form property line and 100 feet from a well for septic field lines. (This is subject to change, please check with the Health Department to verify setbacks) |

- D. A clear vision area shall be maintained on the corners of all property at intersection of two streets or a street and a highway. A clear vision area shall contain no planting, fence, wall, structure, or temporary or permanent obstruction exceeding 36 inches in height, except for trees with branches and foliage removed to a height of eight feet above the ground at grade level or open wire fencing that does not obscure sight. There must be a sight distance of 200 feet from a point 10 feet behind the point of intersection of roadway surfaces.
- E. Screens or buffers may be required by the Planning Commission to reduce the impact of adjacent incompatible uses, in addition to specific requirements in Land Use Districts. The Planning Commission shall consider proposed uses, the purpose and effectiveness of a screen or a buffer and its maintenance. Screens and buffers may constitute part of required open space or setbacks of a proposed use. The required screens or buffer shall be only in locations and dimensions necessary to perform a stated function. The width of screens and buffers may be adjusted to take into account the topography and conditions at the specific site and use. Natural screens and buffers are preferred; however, fences, walls, earth berms, or similar techniques may be used. Planted screens should be sufficient to obscure the proposed land use within five years.
- F. Uses which are unconventional or incompatible with adjacent or surrounding uses or which involve nudity or other activity which is offensive or otherwise jeopardizes the health, safety, or welfare of Dawson County's citizens, may require special measures to separate the use from surrounding uses, to minimize the offensive nature of the activity or prevent a violation of State or local law. In such cases, the Planning Commission may require buffers, screens, barriers, or other measures to appropriately address that use.

**Section 603. Access Requirements.**

Every lot shall abut a street or other public or privately maintained roadway for at least 30 feet. Where lots are five acres or more, or are exempted from subdivision requirements, a minimum easement of 30 feet for ingress and egress and utilities must be provided to a public road. No property owner shall be deprived of access to his property. Access easements acquired before the enactment of this Resolution may be 20 feet wide and property before the effective date of this Resolution with at least 20 feet of frontage shall, as an exception, not be required to acquire

additional frontage where the necessary property to acquire 30 feet is owned by another person.

**Section 604. Maintenance of Minimum Resolution Requirements.**

No person shall, by deed, gift, or other conveyance, reduce the lot size under minimum requirements unless given for Public use or a variance is approved therefore.

**Section 605. Conditional Uses.**

Conditional uses are those uses by variance, which set out specific conditions as requirements for that variance. If those specific conditions are violated or omitted, the use previously authorized is automatically revoked and the property reverted to the use before the variance or conditional use was granted without further action by the Planning Commission or County Commissioner.

**Section 606. Non-Conforming Uses.**

Any structure or use of land existing before the enactment of this Resolution, unless in violation of Subdivision Regulations, Mobile Home Park and Mobile Home Regulations, or Soil Erosion and Sediment Control Resolution previously in effect, not in conformity with District Use Provisions, may be continued; provided, however, the non-conforming use shall not be:

- A. Changed to another non-conforming use;
- B. Re-established after discontinuance for a period of ~~one year~~  
**ninety 90 days;**
- C. Expanded except in conformity with this Resolution;
- D. Rebuilt, altered, or repaired after damage exceeding 75% of the fair market value of the structure immediately before the damage occurred;
- E. Replaced, except the replacement of an old or destroyed manufactured housing with new manufactured housing when the manufactured housing is the primary residence and occupied by the owner.
- F. For commercial and business purposes, a legal non-conforming status is proven by possession of a valid, legally obtained, Dawson County Business License within the past 12 months

**Section 607. Off-Street Parking and Loading Spaces Required.**

Except and unless otherwise specifically provided, this Section shall apply only to properties located within the RB, CB, HB, OI, CPCD, CIR, and IA Zoning Districts.

- A. Off-street automobile parking and loading spaces shall be provided, as specified in this Section, for uses and structures hereafter established in the IA and all commercial districts at the time of initial construction of any principal building, unless otherwise exempted from this Resolution. For developments phased in timing, parking and loading requirements may also be phased in accordance with the requirements applying for each particular time phase of development.
- B. Any building or use that is subsequently enlarged or converted to another use shall meet the off-street parking and loading space requirements of this Section, for the enlarged or new use.

- C. Required parking and loading spaces shall be maintained and shall not be encroached upon by refuse containers, signs or other structures, unless an equal number of spaces are provided elsewhere in conformance with this Resolution.
- D. Required parking and loading spaces shall be provided with vehicular access to a public street or alley, unless such access is prohibited by this Resolution.
- E. Off-street parking and loading facilities required shall be located on the same lot as the principal building or use. However, as much as fifty (50%) percent of the required number of parking spaces may be located within four hundred (400) feet of the principal building or use, provided proof of ownership or a valid lease agreement for use of such premises is provided to the Administrative Officer. Such distance shall be measured between the nearest point of the parking facility and the nearest point of the principal building or use.

**Section 607.1.A. Minimum Number of Off-Street Parking Spaces Required.**

The minimum number of required off-street parking spaces for each type of permitted use shall be as indicated below. For uses not specifically listed, the off-street parking requirements shall be those of the most similar use as determined by the Administrative Officer. The Administrative Officer may also reference the latest American Planning Associations Parking Standards Report. When referencing APA Reports weight should be given to the jurisdiction listed with a population density closest to that of Dawson County. When the application of these parking requirements results in a fractional space requirement, the fractional space requirement shall be construed to mean one (1) additional space.

**TYPE OF USE**

**PARKING REQUIRED**

|  |  |
|--|--|
| Apartment, multiple-family residential use<br>a. Clubhouse or recreation center<br>b. Leasing office | Two spaces per dwelling unit<br>Ten spaces, minimum<br>Four spaces |
| Arcade, game room  | One per 200 sq. ft. gross floor area                               |
| Art Gallery, Museum, etc.  | One per 300 sq. ft. gross floor area                               |
| Assembly hall, community centers   | One space per four fixed seats                                     |
| Auditorium, stadium, gymnasium   | One space per four fixed seats                                     |
| Automobile<br>a. Sales and Service   | One per 150 sq. ft. gross floor area                               |
| Bank or financial institution  | One per 200 sq. ft. gross floor area                               |
| Barber or beauty shop  | Three spaces for each operator or chair                            |
| Billiard hall, Poolroom  | One per 200 sq. ft. gross floor area                               |
| Boarding or rooming houses   | One per guest room plus one per employee                           |
| Bowling alley  | Three spaces per lane  |

|   |   |
|---|---|
| Church or places of worship                                       | One space per four fixed seats in auditorium  |
| Convenience store/ Gas Station                                    | One per 200 sq. ft. gross floor area  |
| Correctional Facility   | One per each employee on maximum shift,<br>plus One per every 25 inmates                              |
| Dance studio  | One per emp. + one per 150 sq. ft. gross  |
| Day care center   | One per ten children, + one per employee  |
| Dormitory   | One per 2 beds  |
| Duplex  | Two per dwelling unit   |
| Food store, grocery   | One per 200 sq. ft. gross floor area  |
| Funeral home or mortuary  | One per four seats in largest assembly room   |
| Furniture or appliance stores                                     | One per 600 sq. ft. gross floor area  |
| Golf Course   | Three per hole plus one per two employees   |
| Health Club, spa  | One per 150 sq. ft. gross floor area  |
| Hospital, clinic Nursing home or other<br>long term care facility | One per two beds + one per 3 employees<br>One per two beds + one per staff                            |
| Hotel, motel<br>employees   | One per guest room + one per two  |
| Industrial or manufacturing                                       | Two per three employees on largest shift  |
| Laundry, self-service   | One per 200 square feet of gross floor area   |
| Library, museum floor area  | One per 200 square feet of gross  |
| Lodge, club room  | One per three seats in largest assembly   |
| Mini-warehouse or Self-Storage Facility                           | One per 20 stalls + two per office  |
| Miniature golf course   | Three spaces per hole   |
| Mobile home park  | Two per dwelling + one per resident<br>manager  |
| Multi-family residential (condominiums,<br>townhouses, etc.)      | Two per dwelling unit plus one additional<br>guest space per 4 units in an off-street<br>parking area |
| Office<br>a. Medical or Dental                                    | One per 250 square feet of gross floor area<br>Six spaces per practitioner                            |

|   |  |
|---|--|
| Parks and Subdivision Activity/Amenity Areas        | One per 5,000 square feet of land area<br>Ten spaces minimum                           |
| Personal services                                   | One per 200 square feet of gross floor area  |
| Restaurant or lounge                                | One per 100 square feet of gross floor area  |
| Retail, general                                     | One per 200 square feet of gross floor area  |
| School, private                                     | One per 10 classroom seats + one per staff person                                      |
| School elementary                                   | One per 15 classroom seats + one per staff person                                      |
| School, high  | One per 10 classroom seats + one per staff person                                      |
| School, college, trade, vocational commuter only    | One per 5 classroom seats + one per staff person                                       |
| School, college, trade, vocational with dormitories | One per 10 classroom seats + one per staff person<br>Dormitory facilities not included |
| Shopping center                                     | One per 200 square feet of gross floor area  |
| Single-family residence                             | Two spaces per dwelling unit   |
| Theater, cinema                                     | One space for each five seats<br>Ref variance 04-06                                    |
| Warehouse   | One per 500 square feet of gross floor   |
| Wholesale   | One per 500 square feet of gross floor   |

This is redundant of verbiage located in the initial paragraph of this section.

**Section 607.1.B. Maximum Number of Off-Street Parking Spaces Allowed.**

- A. Purpose. Limiting the number of spaces allowed promotes efficient use of land, enhances urban form, encourages use of alternative modes of transportation, provides for better pedestrian movement, and protects air and water quality.
- B. The maximum number of off-street parking spaces for any building or use shall not exceed the amount determined as follows:
  - 1. Parking lots of more than 20 and less than 50 spaces. Parking lots may not have more than one hundred twenty percent (120%) of the minimum number of spaces required as identified in Section 607.1.A.

2. Parking lots of 51 spaces or more. Parking lots may not have more than one hundred ten percent (110%) of the minimum number of spaces required as identified in Section 607.1.A.
3. Parking lots described in the above categories may be allowed up to one hundred fifty percent (150%) of the minimum number of spaces required as identified in Section 607.1.A. if the parking installed which exceeds the minimum requirement is installed using porous paving techniques or other ecologically friendly techniques. The planning director must approve any parking design, which exceeds the regularly allowed maximum number of spaces.

**Section 607.2. Handicapped Parking Requirements.**

In all land use intensity districts each parking area for six (6) or more spaces devoted to uses other than residential shall provide handicapped parking spaces (a minimum of twelve feet in width with 4 feet of the parking space to be designated as loading area), counted as a part of the total parking required, in accordance with the following scale:

| TOTAL PARKING REQUIREMENTS<br>HANDICAPPED SPACES REQUIRED |                      |
|---|----------------------|
| 6 - 25  | 1                    |
| 26 -50  | 2                    |
| 51 -75  | 3                    |
| 76 -100   | 4                    |
| 101 -150  | 5                    |
| 151 -200  | 6                    |
| 201 -300  | 7                    |
| 301 -400  | 8                    |
| 401 -500  | 9                    |
| 501+  | 2% of total required |

**Section 607.3 Minimum Number of Off-Street Loading Spaces Required.**

A. On the same lot with every building, structure or part thereof, erected or occupied for manufacturing, storage, warehouse, truck freight terminal or single unit retail or wholesale store over 25,000 square feet or other uses similarly involving the receipt or distribution of vehicles, materials or merchandise, there shall be provided and maintained on the lot adequate space for the standing, loading and unloading services to avoid undue interference with public use of streets and alleys.

For the above-described uses, one (1) loading space shall be provided for the first 25,000 square feet of gross floor area or fractional part thereof. Uses in excess of 25,000 square feet shall provide loading spaces according to the following schedule:

| SQUARE FEET<br>NUMBER OF SPACES                 |              |
|---|--------------|
| 25,001- 50,000                                  | 2            |
| 50,001- 100,000                                 | 3            |
| 100,001- 200,000                                | 4            |
| 200,001- 300,000                                | 5            |
| For each additional 100,000 or fraction thereof | 1 additional |



- B. On the same lot with every building, structure or part thereof under 25,000 square feet, erected or occupied for retail, wholesale, restaurants, or onsite service providers or other similar uses, there shall be provided and maintained on the lot adequate space for the standing, loading and unloading services to avoid undue interference with public use of streets and alleys.

For the above-described uses, one (1) loading space minimum shall be provided. For multi-unit structures one (1) loading space per every 5 units shall be provided.

**Loading space size requirements:**

Each loading space shall be a minimum of twelve (12) feet by sixty (60) feet, with a fourteen (14) foot height clearance. Loading spaces must be marked and placed separate from access drives.

All plans for off-street loading areas shall be subject to the approval of the Administrative Officer.

**Section 607.4. Parking and Loading Area Design Requirements.**

Improvement of Parking Lots:

- A. All parking areas containing more than five (5) spaces shall meet the following requirements:
1. They shall be graded to insure proper drainage with curb and gutter installed as required to facilitate stormwater management, surfaced with concrete or asphalt, and maintained in good condition free of obstructions.
  2. Parking areas shall not be used for the sale, repair, dismantling or servicing of any vehicle, equipment, materials or supplies.
  3. Each parking area shall be clearly marked and directional arrows or signs shall be provided wherever necessary. Markers, directional arrows and signs shall be properly maintained at all times.
  4. A parking lot pavement setback of ten (10) feet from any public street right-of-way and five (5) feet from any exterior property line shall be provided, except where access points and interconnections to other parcels have been approved.
  5. Any lighting facilities installed shall be so arranged to prevent the direct illumination of adjacent residential properties or public streets.
  6. A site plan indicating property lines, parking areas, location of parking spaces, pavement setbacks, drainage facilities, paving materials, access and other features required to ensure compliance with this Article shall be submitted to the Administrative Officer. A permit shall be required prior to the construction of new parking areas, or for the expansion or alteration of existing parking areas.

**Section 607.5. Landscaping and Design in Parking Areas.**

Refer to the Dawson County Buffer, Landscape and Tree Ordinance for design specifications.

**Section 607.6. Curb Cut and Access Specifications.**

A. Access from public streets to all parking areas for any permanent or temporary uses, buildings and/or structures, regardless of the number of parking spaces provided, shall meet the following requirement:

1. No more than two (2) curb cuts or access breaks shall be permitted for any lot or parcel with a frontage of two hundred (200) feet or less on any one (1) street.

All other Curb Cut and Access Specification requirements shall be referenced from the Dawson County Driveway Construction and Permitting Ordinance adopted April 15, 2004 as amended and are regulated by the Public Works Director of Dawson County.

**Section 607.7 Parking Space Design Requirements**

A. All parking spaces installed within parking areas regulated by Section 607.4 shall meet the following size requirements:

1. All standard spaces shall have a minimum width of 9 feet.
2. All standard spaces that are installed 90 degrees off of the curb shall have a minimum stall depth of 18 feet.
3. All standard spaces that are installed 60 degrees off of the curb shall have a minimum stall depth of 20 feet.
4. All standard spaces that are installed 45 degrees off of the curb shall have a minimum stall depth of 20 feet.
5. All standard spaces that are installed 30 degrees off of the curb shall have a minimum stall depth of 18 feet.
6. All parallel parking spaces shall have minimum width of 9 feet off the curb and a minimum length of 22 feet.

(Stall Depth is defined as a measurement at 90 degrees from the curb to the end of the parking space striping)

B. Aisle widths in parking areas regulated by Section 607.4 shall meet the following requirements:

1. The minimum aisle width for spaces installed 90 degrees off of curb shall be 24 feet.
2. The minimum aisle width for spaces installed 60 degrees off of curb shall be 18 feet for one-way traffic and 20 feet for two-way traffic.
3. The minimum aisle width for all other spaces shall be 14 feet for one-way traffic and 20 feet for two-way traffic.

Spaces installed 90 degrees off of curb shall not be allowed on thru streets or aisles.

**Section 608. Additional Requirements for Commercial and Agricultural Activities.**

A. Any application involving a request for a zoning or rezoning to any commercial district classification shall be accompanied by a scaled drawing in such form specified by the

Planning Commission showing all pertinent distances and dimensions and depicting all proposed improvements.

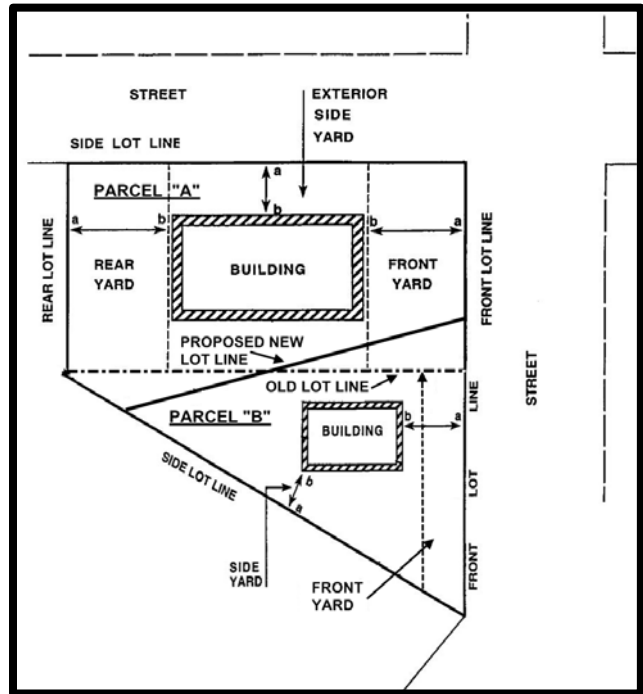
- B. Any application involving a request to construct a major farm building as described in Sections 301 and 307 of this Resolution, or a building to be occupied by animals or animal products as described in Section 602 of this Resolution, shall be accompanied by a scaled drawing in such form specified by the Planning Commission showing all pertinent distances and dimensions and depicting all proposed improvements.

**Section 609. Lots of Record.**

The following allowances and modifications to lots of record can be made, or are deemed to be made by certain actions.

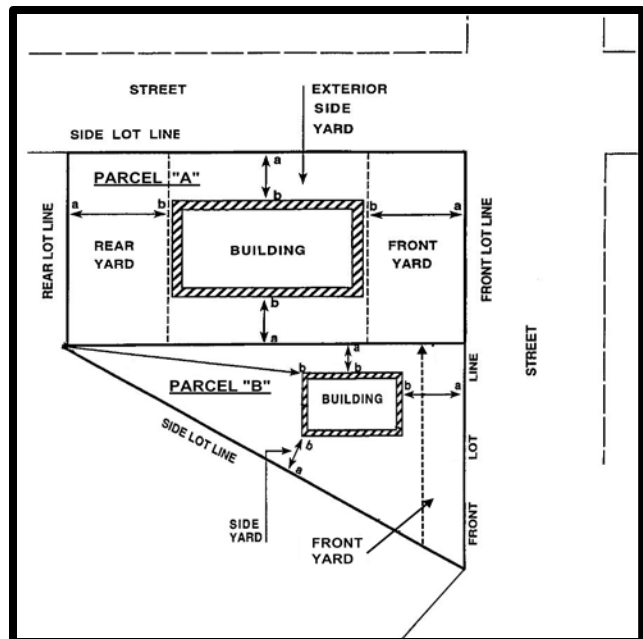
- A. Although a lot may not contain sufficient land area, width or lot frontage to meet the minimum lot size requirements of this resolution, such lot may be used as a building site if all other requirements of the district are met and that building plans are consistent with all state and local health codes.

Example A: Parcel A conforms, Parcel B has non-conforming lot size



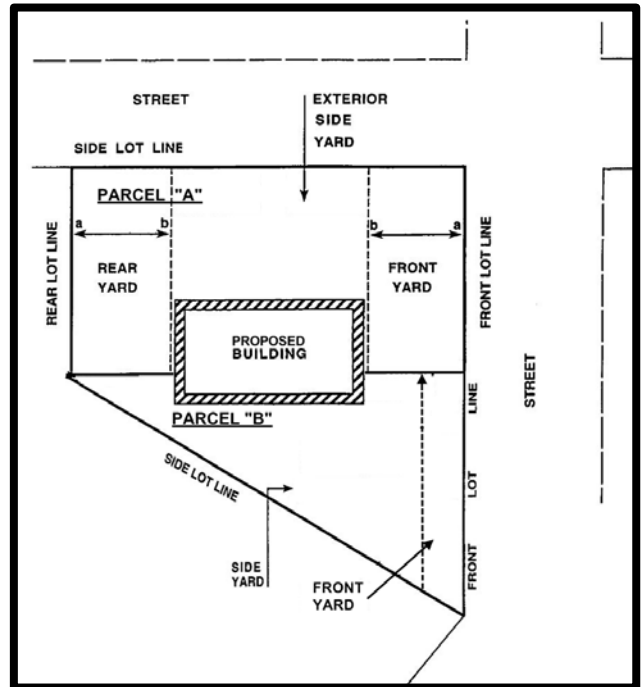
- B. The line between two adjoining lots of record that are non-conforming as to lot size may be modified only such that neither lot becomes smaller. If a non-conforming lot of record adjoins a lot that meets or exceeds lot size standards, then the line may be modified only such that the non-conforming lot does not become smaller, and the conforming lot is not made non-conforming.

Example B: Re-plat of both lots such that Parcel A is the same size & Parcel B is not smaller

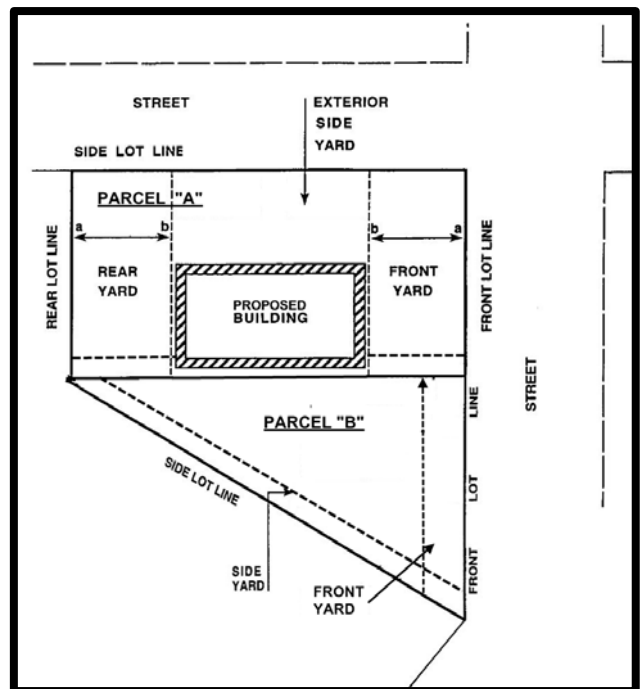


- C. If a building is proposed for construction across the line between two lots of record under the same ownership that are non-conforming as to the lot size or frontage, then the lots shall be resurveyed and recorded to be combined. If a building is proposed for construction within a setback between two lots of record under the same ownership that are non-conforming as to lot size or frontage, then the lots may be resurveyed and recorded to be combined, or a request for a setback variance may be considered.

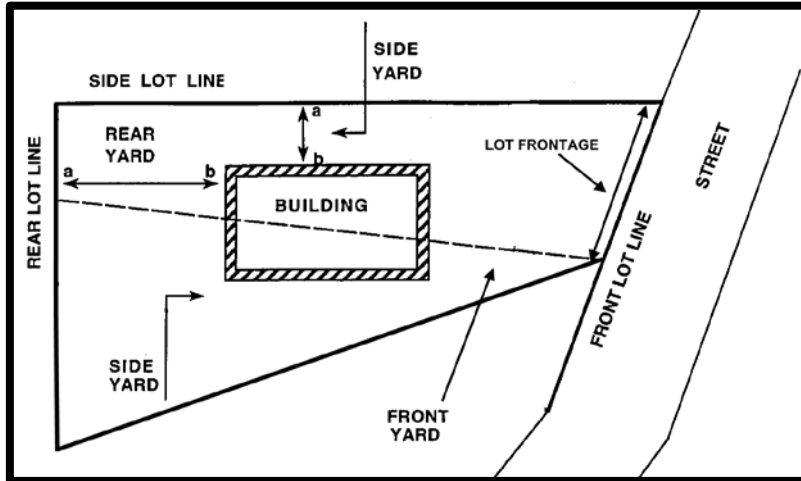
Example C1: Same owner for both parcels  
Requires re-plot of property to remove separation



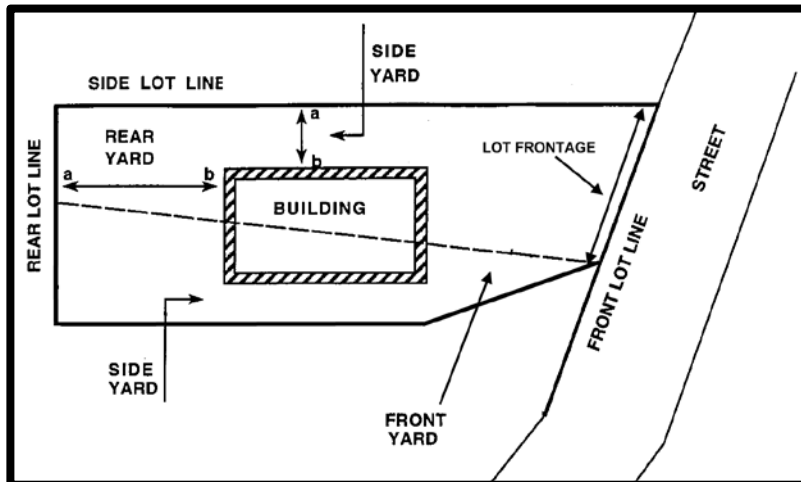
Example C2: Same owner for both parcels.  
Proposal to build in setback of one parcel  
requires re-plot or variance approval.



- D. A lot that is non-conforming in one dimensional criteria, but conforming to other criteria, may be modified such that the conforming criteria is rendered non-conforming, and the non-conforming **criteria** is not made non-conforming to a greater extent. For example, if a non-conforming lot of record has less than the required lot frontage, but has excess lot area, then the lot area can be reduced as long as the lot maintains the minimum lot area. However, the lot frontage cannot be reduced.



Example D1: Existing lot with less than required lot frontage, but more than the minimum acreage required



Example D2: Existing lot with new side lot line and minimum required acreage NOTE: no change in Lot Frontage

- E. If a legal lot of record is resurveyed for combination, line change or other alteration in accordance with this section and recorded with the Clerk of Court's office, then; the most recent recorded plat takes precedence and shall be considered the new lot of record.

**Section 610. Concept Plan and Site Plan Amendments:**

Concept Plan and Site Plan Amendments are broken down into two categories, Major Amendments and Minor Amendments.

- i. Major Amendments in the case of a rezoning will require a resubmission and review by the Planning Commission members and the Board of Commissioners. All others require the approval of the Planning Director. Major Amendments include but are not limited to:

1. Major conceptual change as defined by the Planning Director
  2. Increases the density proposed
  3. Increases the square footage of the commercial development by 10% or greater.
  4. Changes the location of collector, arterial or commercial streets
  5. Relocates Active amenity area or Active open space
  6. Has an effect on adjoining properties
  7. A request for exemption or relief from a previously approved stipulation
- ii. Minor Amendments are approved by the Planning Director. Minor Amendments include anything less than Major Amendments and but are not limited to:
1. Changes to the location of minor or residential streets
  2. Relocates Passive open space
  3. Adjusts lot lines not resulting in new lots
  4. Decreases Passive open space up to a maximum of 10% (while still meeting the minimum open space requirement of zoning)
  5. Increases Passive open space
  6. Reduces the approved density
  7. Increases the square footage of the commercial development by less than 10%
  8. Decrease the commercial square footage of an approved development
  9. Has no effect on adjacent or adjoining properties

**Section 611. Home-Based Businesses**

- A. Administration and Enforcement. Dawson County enforces the County's Business License Ordinance. Any person failing to comply with any provision of the Dawson County Business License Ordinance may be subject to Article XII of the Land Use Resolution and may be punished by a maximum fine of \$1,000, as well as penalties imposed within the Business License Ordinance.

Any licensee failing to comply with this Section shall have the Business License revoked. If a business license application involves a home occupation and is denied by the Planning Director, then the Applicant may file a variance request in accord with Article IX of the Land Use Resolution of Dawson County. The approval for a Home Office or Home Occupation shall not "run with the land" and shall terminate with a change in location or ownership of the Home Office or Home Occupation or ownership of the premises.

## B. Exceptions

1. Uses currently allowed in the RA Zoning District (Agricultural Residential) shall be subject to the requirements for permitted and prohibited uses set forth within the Land Use Resolution of Dawson County and shall be exempt from any conflicting ordinance, except for parcels zoned R-A that are one acre or less. If a parcel is zoned R-A and is equal to or less than one acre, then the terms of this section shall control. A business that qualifies only as a Home Office, but not a Home Occupation, shall be exempt from the terms hereof if the property is in the R-A zoning District.
2. Exception to Business License Requirement Only. Secondary Offices. A Home Office in a residential district that is an ancillary office and that is not the primary location for the business of the Home Office; such ancillary location shall not be required to have a business license issued by Dawson County if: (1) the business activity is subject to a business license issued by Dawson County for another location, or (2) if a business license has been issued for another location by some other jurisdiction in the United States.

## C. Permitted Home Occupations

1. Offices of professionals including, but not limited to, architects, brokers, counselors, clergy, draftspersons and cartographers, engineers, insurance agents, lawyers, real estate agents, accountants, editors, publishers, journalists, psychologists, contract management, graphic design, construction contractors, landscape design, surveyors, cleaning services, salespersons and manufacturer's representatives, and travel agents;
2. Personal services, including barber shops, beauty parlors, manicure and pedicure shops, pet grooming, catering, taxidermy services, and chauffeur services;
3. Instructional services, including music, dance, art and craft classes, tutoring, and outdoor instruction to include tennis lessons, and swimming lessons;
4. Babysitting services, day care homes;
5. Studios for artists, sculptors, musicians, photographers, and authors;
6. Workrooms for tailors, dressmakers, milliners, and craft persons, including weaving, lapidary, jewelry making, cabinetry and wood working;
7. Repair services, including watch and clock, small appliances, computers, and electronic devices; and
8. Upholstery and detailing services if and only if an accessory building may be used for the Home Occupation.

This list may not be all-inclusive. The Planning Director shall determine whether an unlisted business is substantially similar to a permitted use based upon the proposed business activity. A maximum of two Home Occupations may be granted to the same residence.

#### D. Prohibited Home Occupations

1. Kennels, stables, veterinarian clinics/hospitals
2. Outside obedience training of animals
3. Medical and dental clinics/hospitals
4. Restaurants, clubs, drinking establishments
5. Motor vehicles sales, medium and large engine repair
6. Repair and service of small internal combustion motors for powered lawn equipment, motor cycles, scooters, all-terrain vehicles, boat motors or construction tools and equipment powered by internal combustion motors.
7. Undertaking and funeral parlors and crematoriums
  - i. Human or animal cremation facilities
8. Retail sales of goods not made on the premises and sold to the general public from the premises
9. Rooming and Boarding houses with the exception of Bed and Breakfast facilities that have been approved in accordance with the Land Use Resolution.
10. Adult business uses (See Dawson County Adult Business Establishment Ordinance)
11. Private Clubs
12. Warehousing and/or storing of material not directly used in a licensee's home occupation.
13. Other similar uses as determined by the Planning Director based upon the proposed use being substantially similar to a prohibited Home Occupation.

#### E. Operational Standards

1. Operating Hours - Customer/client visits to the home occupation are limited to the hours from 8 A.M. to 8 P.M. The home occupation shall not generate more than 10 customer/client visits in any one day nor more than five customers/clients at any one time nor more than two (2) customer vehicles at any one time.
2. Employees - The home occupation shall have no more than one non-resident employee on the premises at any one time. The number of nonresident employees working at locations other than the premises of the home occupation is not limited.
3. Vehicles - Delivery vehicles used to deliver goods to the home occupation business are limited to passenger vehicles, mail carriers, and express carriers such as UPS and FedEx. Deliveries shall be permitted only between 8:00 A.M. and 8:00 P.M. The home occupation shall be limited to the parking/storage of one



commercial vehicle on the premises, not exceeding a one-ton capacity. Any commercial vehicle shall be stored such that the vehicle is not visible from a public street. Parking for all customers/clients/employees shall be restricted to the premises and shall not be permitted on public rights-of-way. The home occupation shall allow for on-site customer/client/employee parking.

4. Nuisances - The equipment used by the home occupation and the operation of the home occupation shall not create any vibration, heat, glare, dust, odors, or smoke discernible at the property lines at any time and shall not generate any discernible noise at the property lines from 8:00 P.M. to 8:00 A.M. and shall not create any electrical, magnetic or other interference off the premises, consume utility quantities that negatively impact the delivery of those utilities to surrounding properties, or use and/or store hazardous materials in excess of quantities permitted within residential structures.
5. Appearance - There shall be no exterior indication of the home occupation or variation from the residential character of the principal use. Special accessibility such as access ramps may be constructed in order to conform to building codes. No outside displays of sales items, products, or services may be used. All material stored on premises for the use of the home occupation shall be out-of-sight of the public and inside a building. All accessory structures shall meet the requirements set forth for the Residential District. No vehicles or other receptacles used for the collection, carrying, storage or transport of commercial garbage, waste, trash or recycled material shall be parked or stored on the property.
6. Ownership - The business owner of the dwelling associated with the Home Occupation request shall occupy the dwelling as a principal residence and shall own the premises, unless the residence is in the RMF District.
  - i. An applicant residing in Residential Multi-Family District (RMF) Article III section 306 of the Land Use Resolution shall have owners' written permission to obtain a home-based business license.

#### F. Accessory Buildings for Home Occupation Use

1. The use of an accessory building for a home occupation shall only be permitted in R-A, Article III section 309 of the Land Use Resolution
2. Limit - Only one accessory building per parcel shall be allowed for home occupation use.
3. Lot Size - The use of an accessory building for a Home-based business shall be prohibited on parcels less than five (5) acres in all residential districts.
4. Home Occupations may operate in an accessory building used for other purposes but the maximum square footage used may not exceed those limits set forth in sub-section F6.
5. The setbacks for all accessory buildings for use in connection with a Home Occupation shall meet the setback requirements for a house/residence.
6. Accessory Building size. The use of an accessory building, where permitted, for a

Home-based Business shall be limited to .6% of the parcel or 2,500 square feet, whichever is less, and shall not exceed 30 feet in height from grade.

#### G. Size of Residence used as Home Occupation

1. No more than 25% of the interior heated space of a residence/home shall be used for a Home Occupation.

#### H. Signs

1. The maximum size of a permanent sign is three (3) square feet in total, which is 432 square inches.
2. Only one permanent sign is allowed.
3. The permanent sign shall be affixed no higher than six (6) feet from the first floor foot level to the home or to the Accessory building used for home occupation.
4. The permanent sign shall not be lighted.

#### I. Notification

1. Before commencement of a Home Occupation, the licensee shall notify, in writing, all adjacent property owners.
2. Notification shall include, at minimum, what type of Home Occupation the licensee is starting and when the Home Occupation shall begin.

J. Non-conforming Use. Home-based businesses that maintain a valid business license on the effective date of this ordinance shall be permitted to continue the operation as a non-conforming use if such business does not comply with the terms hereof until the form of the business changes or the ownership of the business or any portion of the property changes.

### **Section 612. Private Cemeteries, mausoleums, and burial sites**

A. New cemeteries. Cemeteries for human interment are required to meet the following minimum requirements:

- a. Minimum lot size of five acres, except for church cemeteries. Private family plots shall have at least one fourth (1/4) acres devoted to such use and platted accordingly.
- b. All graves or burial lots shall be set back not less than 50 feet from any property line or street right-of-way lines.
- c. An access easement shall be shown on the property plat. If the land is sold, subdivided or in any other way is received into ownership or control by a nonfamily member, then the owner shall allow the right of access for visitation over, across, and through the access easement shown on the plat.

- B. Unless already platted and recorded in the Clerk of Court's office, new burial plots or cemeteries shall not be utilized unless a permit has been issued by the Planning and Development Director. Upon burial, the plot shall be surveyed, platted and recorded within 90 days of permit issuance.

## **ARTICLE VII**

### **LAND USE RESOLUTION DISTRICT MAP**

#### **Section 700. Purpose.**

The purpose of this Article is to establish the Land Use Resolution District Map; provide for identification, alteration, and replacement of the District Map; criteria to be considered in amending the District Map; district boundaries; relationship between District Map and Future Land Use Map.

#### **Section 701. Land Use Resolution District Map.**

The Land Use Resolution District Map is hereby designated to be Section 706 of this Resolution. Any reference to the "District Map" in this Resolution refers to the Official Land Use Resolution District Map.

#### **Section 702. Identification, Alternation, and Replacement of the District Map.**

- A. The District Map is signed by the Commissioner with witnessing signature of the County Clerk and bears the Commissioner's seal under the following words: "This certifies that this is the Land Use Resolution of Dawson County, Georgia," together with the date of the adoption of this Resolution.
- B. The District Map may be altered only if the proposed alterations area in conformance with the Future Land Use Map (Article VIII), and sound planning principles. Any alteration to the District Map is an amendment to this Resolution. The procedure by which amendments are proposed and approved is contained in Article XII. Any amendment involving changes in land use district boundaries must be entered on the District Map as soon as the amendment has been approved by the Commissioner. The entry should be as follows: "On (date) by official action of the Commissioner, the following changes (or changes) were made on the Official Land Use Resolution District Map: (Brief description of change.)" It shall be signed by the Commissioner with witnessing signature of the County Clerk. No amendment to portions of this Resolution that are illustrated on the District Map becomes effective until after the change has been entered as described above on the District Map. Any authorized alteration of the District Map by any person is a violation of this Resolution. The Official Land Use Resolution District Map is located in the Planning Department and is the final authority as to the current status of land use district boundaries.
- C. If the District Map becomes damaged destroyed, lost, or difficult to interpret because of the nature or number of changes and additions, the Commissioner may adopt a new District Map, which will replace the previous District Map. The new District Map is identified as such in the same manner as described above. When the new District Map is adopted, a notation should be made on the previous District Map that it is no longer valid, indicating the date that the new District Map was adopted, as a reference aid. The previous District Map should be preserved, if it has not been lost or destroyed, for possible future reference.

#### **Section 703. Criteria to be Considered in Amending the District Map.**

The following points should be addressed when considering proposed amendments to the District Map. In determining whether or not a proposed amendment satisfactorily addresses the points stated below, sound planning principles should be followed.

- A. Proposed amendment should be in conformance with the Dawson County Future District Map.
- B. Findings of fact must be presented and accepted in support of such an amendment.

- C. Proposed amendment should meet demonstrated changes in community needs.
- D. The factors indicating suitability of land to be placed within a certain land use district should be considered. These criteria are contained in Section 1004.

**Section 704. District Boundaries.**

Where uncertainty exists with respect to the exact location of the boundary of a land use district shown on the District Map, the following guidelines should be followed in establishing the exact location of the boundary:

- A. Where a land use district boundary is indicated as approximately following the center line of a street or road, or as approximately following the right-of-way line, that line should be considered to be the boundary.
- B. Where a land use district boundary is indicated as approximately following the corporate limit line of the city, the corporate limit line should be considered to be the boundary.
- C. Where a land use district boundary is indicated as approximately following a property line or such line extended, the line or lines extended should be considered to be the boundary.
- D. Where a land use district boundary is indicated approximately following the center of a stream bed, such should be considered to be the boundary.
- E. Where a land use district boundary is indicated as approximately parallel to the center line of a street, road, railroad, or the right-of-way of such a facility, such boundary shall be interpreted to be parallel to such line and at a distance from it as indicated by scale on the District Map.
- F. Where a land use district boundary line is indicated as dividing a lot in single ownership at the time of the enactment of the Resolution, the development standards for the land use district in which the greater portion of the lot lies must be extended to the balance of the lot up to a distance of thirty-five (35) feet beyond the actual boundary line of the land use district.

**Section 705. Relationship between District Map and Future District Map.**

- A. The Future District Map as adopted by the Board of Commissioners and adopted by the Commissioner. It should provide the best possible indication of desirable future district patterns that will meet projected future demand for land uses of various types.
- B. The land use districts contained on the District Map carry standards which must be met by all new developments and construction in the County. The arrangement of land use districts is based on existing land use patterns. Establishment and amendments of land use district boundaries must be based on defensible findings of fact as well as sound comprehensive planning principles.

**Section 706. Land Use Resolution District Map.**

The Dawson County Land Use Resolution District Map shall be cited as Section 706, and shall be a part of this Resolution. The map shall be located in the Planning Department and in the office of the Planning Department.

**Section 707 Zoning Compliance**

- A. Intent – The primary determination whether a proposed use is proper in a given use district is made by the Department of Planning and Zoning. Interpretations of the department concerning the meaning of the resolution may be important in a particular case. Persons should not expend money on project development until the department has determined in writing that the proposed use is proper.
  
- B. Certificate – A certificate of Zoning Compliance shall be issued on a form to be determined by the Department as evidence that a proposed use complies with the Resolution.
  
- C. Reliance – Until a Certificate of Zoning Compliance is obtained with regard to a particular project, a person expending money in any way on project planning or development does so at his own risk. No person shall be deemed to have expended funds in reliance on zoning provisions unless and until the Certificate of Zoning Compliance is obtained.

## **ARTICLE VIII FUTURE DISTRICT MAP**

### **Section 800. Purpose.**

The purpose of this Article is to provide for a future district map; background concepts of the future district map; identification, alteration, and replacement of the future district map; and criteria to be considered in amending the future district map.

### **Section 801. Background Concepts of the Future District Map.**

The Future District Map represents a synthesis of data concerning population, land use patterns, and economic activity, etc. The Planning Commission has studied these data and conceived a set of goals to provide suitable space for anticipated future development while the public health, safety, and welfare is protected. The map contains an arrangement of land uses, which permits minimum adverse impact on neighboring land uses and on safety conditions, while maximum efficiency in providing community and utility services is achieved. The Future District Map represents the Planning Commission's projection of how land use patterns in Dawson County should look in the medium-to-long-range future. The development standards and other requirements contained in this Resolution are intended to encourage the development of the land use patterns depicted on the Future District Map. Existing and future land uses are NOT regulated or controlled by the Future District Map as they are by the District Map.

### **Section 802. Identification, Alteration, and Replacement of the Future District Map.**

- A. The Future District Map is signed by the Commissioner with witnessing signature of the County Clerk and bears the seal of the County or that of a Notary Public under the following words: "This certifies that his is the Dawson County Future District Map referred to in Article 804 of the Land Use Resolution, Dawson County, Georgia," together with the date of the adoption of the Resolution.
- B. The Future District Map may be altered only if the proposed alterations are in conformance with sound comprehensive planning principles. Any alteration to the Future District Map is an amendment to this Resolution.
- C. The procedure by which amendments are proposed and approved is contained in Article XII. Any amendment to the Future District Map must be entered on that Map as soon as the amendment has been approved by the Commissioner. The entry should be as follows:
- "On (date), by official action of the County Commissioner, the following change (or changes) were made in the Dawson County Future District Map: (Brief description of change.)" It should be signed by the Commissioner with the witnessing signature of the County Clerk. No amendments to the Future District Map become effective until after the change and only by the procedures contained in this Article. Any unauthorized alteration of the Future District Map is a violation of this Resolution.
- D. The Future District Map is located in the Commissioner's office. If it becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes or additions, the Commissioner may adopt a new Future District Map, which will replace the previous identified as such in the same manner as described above in this section. When the new Future District Map is adopted, a notation should be made on the previous Future District Map that it is no longer valid, indicating the date that the new Future District Map was adopted as a reference aid. The previous Future District Map should be preserved, if it has not been lost or destroyed, for possible future reference.

**Section 803. Criteria to be Considered in Amending the Future District Map.**

The following points should be addressed when considering proposed amendments to the Future District Map. In determining whether or not a proposed amendment satisfactorily addresses the points stated below, sound planning principles should be used.

- A. Findings of fact must be presented and accepted in support of the proposed amendment.
- B. The proposed amendment should meet demonstrated changes in community needs.
- C. The proposed amendment should be consistent with indications of current available population, economic, and land use data upon which information depicted on the Future District Map is based.

**Section 804. Future District Map.**

The Future District Map shall be cited as Section 804, and shall be a part of this Resolution. The Map shall be located in the County Commissioner's office.



## **ARTICLE IX VARIANCES**

### **Section 900. Purpose.**

The purpose of a variance is to provide relief when a strict application of the district requirements would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Practical difficulties and unnecessary hardships may result from the size, shape, or dimensions of a site or the location of existing structures thereon; from geographic, topographic, or other conditions on the site or in the immediate vicinity. No variance shall be granted to allow the use of property for a purpose not authorized within the district in which the proposed use would be located. A variance should be granted only after evidence is presented and accepted that enforcement of all of the required standards on the property in question would render the property useless. This Article establishes conditions; criteria for granting variances; public hearings on proposed variances; variances to road requirements; variance procedures; compliance with conditions of approval; vested interest in approved variances; investigations and reports; revocation; limitations on re-applications; and use variance.

### **Section 901. Conditions.**

- A. Reasonable conditions may be imposed in connection with a variance as deemed necessary to protect the best interests of the surrounding property or neighborhood, and otherwise secure the purpose and requirements of this Article. Guarantees and evidence may be required that such conditions will be and are being complied with.
- B. The Planning Commission is responsible for considering and making recommendations on applications for variances. Variances apply only to the land use standards and requirements specified for each district. They do not apply to other provisions of this Resolution.
- C. The variance must specify which development standards and requirements are to be varied from. It must specify alternative standards and requirements to be met, replacing those varied from.

### **Section 902. Criteria for Granting Variances.**

Variances to standards and requirements of this Resolution, with respect to open area, setbacks, yard area, lot coverage, height of structures, vision clearance, and other quantitative requirements may be granted only if, on the basis of the application, investigation, and evidence submitted by the applicant, investigation, and evidence submitted by the applicant, all four expressly written findings below are made:

- A. That a strict or literal interpretation and enforcement of the specified standard or requirement would result in practical difficulty or unnecessary hardship; and
- B. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property which do not apply generally to other properties in the same district; and
- C. That the granting of the variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the near vicinity; and
- D. That the granting of the variance would support general objectives contained within this Resolution.

Variances in accordance with this Article should not ordinarily be granted if the special circumstances on which the applicant relies are a result of the actions of the applicant or owner or previous owners.

**Section 903. Public Hearing on Proposed Variances.**

Public hearings on proposed variances shall be in accordance with procedures set forth in Article XII, Section 1202, of this Resolution.

**Section 904. Variances to Road and Street Requirements.**

- A. Variances to requirements of this Resolution with respect to road and street requirements may be authorized as applied for or as modified by the County Commission if, on the basis of the application, investigation, and the evidence submitted by the applicant, all three of the following expressly written findings are made:
1. That neither present nor anticipated future traffic volumes generated by the use of the site or use of sites in the vicinity require strict or literal interpretation and enforcement of the requirements of this Resolution; and
  2. That the granting of the variance will not result in the development or design of public streets in such a manner as to interfere with the free flow of traffic on the streets; and
  3. That the granting of the variance will not create a safety hazard or any other condition inconsistent with the general purpose of this Resolution.
- B. The County Commission may establish performance bonds to assure compliance with any requirements it has set for granting a variance. Where a variance is granted for a construction activity requiring a building permit, the building permit must be obtained and construction have begun within six months of the issuance of the variance. Otherwise, the variance expires after six months.

**Section 905. Variance Procedures.**

- A. Before, the Planning Commission may act on a variance; it shall give notice of a public hearing in the manner prescribed in Article XII, Section 1202.
- B. The Planning Commission shall review the application and investigation report at the public hearing. The Planning Commission shall determine whether the evidence supports a finding that the required criteria have been met and recommend approval with condition, or denial of the application accordingly. Their recommendations shall be in writing and shall include written findings on each of the applicable criteria. If the Planning Commission fails to take action within thirty (30) days after the public hearing, the request shall be deemed to have been approved.
- C. Decision on variance requests shall be the responsibility of the Planning Commission and shall become final after an elapsed period of thirty (30) days from the date of decision.
- D. The Planning Commission's decision, with findings, shall be sent by mail to the applicant within five (5) working days of the date of action.
- E. From time to time the Planning Commission may find it necessary to require a variance request to also meet approval of the Dawson County Board of Commissioners. In doing so the variance request must follow the public hearing procedures prescribed in Article XII, Section 1202.

- F. An application of a variance which is not acted upon by the Commissioner within ninety (90) days from the receipt of application may be deemed denied.
- G. Application for a variance shall be filed with the Planning Director on the form prescribed by the County, by any person with a legal interest in the property.

**Section 906. Compliance with Conditions of Approval.**

Compliance with conditions imposed in the variance, and adherence to the submitted plans, as approved, is required. Any departure from these conditions of approval and approved plans constitutes a violation of this Resolution.

**Section 907. Vested Interest in Approved Variances.**

A valid variance supersedes conflicting provisions of subsequent rezonings or amendments to this Resolution unless specifically provided otherwise by the provisions of this Article or the conditions of approval to the variance.

**Section 908. Investigations and Reports.**

The Planning Director shall make or cause to be made an investigation to provide necessary information to insure that the action on each application is consistent with the variance criteria and shall make a recommendation to the Planning Commission. Any report of such investigation shall be included in the application file.

**Section 909. Revocation.**

Variances shall be automatically revoked if not exercised within one year of the date of approval.

**Section 910. Limitations on Re-applications.**

Applications for which a substantially similar application has been denied shall be heard by the Planning Commission only after a period of twelve (12) months has elapsed.

**Section 911. Use Variance**

No variance may be granted for a use of land or building or structure that is prohibited by this Resolution.

**Section 912. Withdrawal of Application.**

Withdrawals of any application may be accommodated within the Planning Department if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following that written request and publication the Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Commission. Further the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fee may be made unless directed by the Board of Commissioners.

**Section 913. Administrative Variances.**

The Director of Planning and Development shall have the power to grant variances (except for density and use) from the development standards of the Land Use Resolution of Dawson County, Georgia if the intent of the ordinance can be achieved and equal performance obtained by granting a variance.

- A. **Authority.** The authority to grant variances in accord with this Section shall be limited to variances from the following requirements:
1. Front Yard or a Yard Adjacent to a Public Street - variances shall not exceed ten feet (10');
  2. Side Yard - variances shall not exceed five feet (5');
  3. Rear Yard - variances shall not exceed ten feet (10');
  4. Building Height - a variance may be granted up to, but not exceeding, ten feet (10') if such variance does not allow space habitable by humans and is also approved by the fire marshal and would not result in an increase in the number of stories that would otherwise be allowed by the zoning district;
  5. Buffers - the dimensions of a landscaping buffer required by the Land Use Resolution of Dawson County or the Dawson County Tree, Landscape, and Buffer Ordinance may be varied by no more than twenty-five percent (25%) if the adopted comprehensive plan recommends a similar or more compatible use of the neighboring property or in other situations if the intent of the required buffer can be equally achieved; however, no buffer required as a condition of zoning shall be modified;
  6. Parking - if the required parking standards cannot reasonably be met and if a variance will not adversely affect the spirit or intent of the ordinance or the Land Use Resolution of Dawson County, then a variance of not more than ten percent (10%) may be granted;
  7. Home Occupations - if the intended use is clearly allowed pursuant to the definition of "Home Occupation", then an administrative variance may be granted to conduct such business.
- B. **Notification.** The applicant may choose to either submit an affidavit attesting to notice that includes signatures of all adjoining property owners listed within the application package or the applicant may choose to permit written notice from the County Planning Department to adjoining property owners of the variance application and then wait at least ten (10) business days from notice to all adjoining property owners before the variance may be considered for approval. Also, notice of the variance application shall be posted upon the property ten (10) days before the variance is considered and shall state the variance requested and the date the variance shall be considered.
- C. **Basis for Approval.** The following criteria shall be considered by the Director before allowing an administrative variance. No variance may be granted administratively for an application for a variance that has been heard by the Planning Commission within one (1) year or if the application is for the expansion of a non-conforming use or structure.
1. The variance neither interferes with the rights of others as provided in this chapter nor is injurious to the public health, safety, general welfare;

2. A strict interpretation and enforcement of the standards or requirement would result in practical difficulty or unnecessary hardship;
  3. No exceptional or extraordinary circumstances applicable to the subject property exist that do not generally apply to other properties in the same district;
  4. The variance provides for reasonable use under the specified circumstances of each application;
  5. The variance achieves the general intent of the Land Use Resolution of Dawson County;
  6. The variance is the minimum possible variance under the specific circumstances; and
  7. The variance does not exceed the scope of the authority set forth in sub-section (A) hereof.
- D. **Conditions of Approval.** The Director of Planning and Development may impose reasonable conditions upon any administrative variance to ensure that the public health, safety, and general welfare are protected. A violation of any imposed condition shall be a violation of this section.
- E. **Administration.** After all requirements for a variance application in accord with the terms hereof are received, the Planning and Development department shall review and certify that all required information is complete and that the request is within the limits of consideration set forth in sub-section (A) hereof. The applicant shall then be advised to proceed with public notice in accord with sub-section (B) hereof. After required notice has been provided and the time period for response has passed, the Planning Director shall have ten (10) business days to render a decision. Notice of the decision shall be provided to the applicant by mailing such decision within five (5) business days of the decision. Notice of the action taken by the Planning Director shall be provided to the Planning Commission of Dawson County and shall be placed as an item of old business for no further action upon the agenda of the Planning Commission within thirty-one (31) days.
- F. **Compliance with Other County Codes.** The effect of an administrative variance approval shall be that a specific request is determined to be appropriate for a specific location. The administrative variance application shall not approve a site plan nor waive or modify any other requirements of any other county code other than as specifically granted pursuant to the variance.
- G. **Appeal.** The applicant or an adjoining property owner may appeal to the County Commission the decision of the Planning Director regarding an administrative variance within ten (10) days of the decision via written objection and appeal. Any such appeal shall be heard by the Dawson County Board of Commissioners in accord with the standard appeal procedure.

## **ARTICLE X AMENDMENTS**

### **Section 1000. Purpose.**

The purpose of this Article is to set forth required procedures for amendments to this Resolution, including authorization to initiate amendments; public hearings on proposed amendments; application for amendments; guidelines to be considered in granting amendments; records of amendments; and limitations on re-applications.

### **Section 1001. Authorization to Initiate Amendments.**

- A. An amendment to the text of this Resolution or to the District Map may be initiated by the County Commissioner, the Planning Commission, or by application of a property owner. The request by a property owner for an amendment shall be accomplished by filing an application with the County using forms prescribed by the County. If a developer or landowner finds that a proposed new use of his land does not meet the requirements of this Resolution, he may request that this Resolution be amended to permit his proposed use. However, the power to approve and enact an amendment rests with the County Commissioner.
  
- B. All applications for amendments shall first be reviewed by the Planning Commission. The Planning Commission shall conduct a public hearing in accord with the terms hereof. After the public hearing, the Planning Commission shall submit a recommendation in writing to the Board of Commissioners of Dawson County within forty-five (45) days stating the reason for such recommendation.

### **Section 1002. Public Hearing on Proposed Amendments.**

Public hearings on proposed amendments shall be conducted in accordance with procedures set forth in Article XI, Section 1102, of this Resolution.

### **Section 1003. Application for Amendments.**

- A. All applications for amendments must be in accordance with the procedures set forth in this Article, and it shall be the responsibility of the applicant to see that these procedures and required information are completed.
  
- B. Speculative Land Use.
  - 1. Reclassification of property for speculative purposes is discouraged.
  - 2. Letters of Intent, specific Plans and Site Organization Plans, construction and development schedules shall be required as part of the application for District Classification Amendments.
  - 3. Implementation of the requirements of the plans required in paragraph B above must started within one year after approval and completed within one year after the starting date unless reasonable progress is maintained according to approved schedules. In the event this requirement is not fulfilled, the applicant or successor shall be given 60-day's notice and 30 days public notice advertised.
  - 4. Uses different from those stated in the application or letter of intent may be considered a violation of this resolution resulting in revocation of the land use classification or other remedies under this Resolution.

**Section 1004. Guidelines to be Considered in Granting Amendment.**

Whenever consideration is being given to an amendment to this Resolution, the Planning Commission shall make its recommendations based on the following criteria:

- A. The existing uses and classification of nearby property;
- B. The extent to which property values are diminished by the particular land use classification;
- C. The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public;
- D. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
- E. The suitability of the subject property for the proposed land use classification;
- F. The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property; and
- G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.

**Section 1005. Records of Amendments.**

The Planning Director shall maintain records of amendments to the text and District Map of this Resolution.

**Section 1006. Limitations of Re-applications.**

No application of a property owner for an amendment to the text of this Resolution or to the District Map shall be considered by the Board of Commissioners within a twelve (12) month period immediately following a previous denial of such request, except the Board of Commissioners may permit a new application, if in the opinion of the Board of Commissioners new evidence of a change of circumstances warrants

**Section 1007. Withdrawal of Application.**

Withdrawals of any application may be accommodated within the Planning Department if requested before the Planning Commission or Board of Commissioners agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, or ten (10) days prior to the scheduled Board of Commissioners meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the scheduled meeting(s). Following that written request and publication the Commissioners will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a recommendation by the Planning Commission and/or decision by the Board of Commissioners. Further, the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fee may be made unless directed by the Board of Commissioners.

**Section 1008. Application Fees.**

A. APPLICATION FEES

- 1. Amendment to the Land Use Resolution, or Comp Plan by County Official or by the Planning Commission. - 0 -

|  |          |
|--|----------|
| By Private Individual or Concern   | \$150.00 |
| 2. Amendments to Land Use Districts  |          |
| Residential Exurban/Agricultural (RA)  | 150.00   |
| Residential Rural Estate   | 250.00   |
| Residential Lakefront (RL)   | 250.00   |
| Residential Town (RT)  | 250.00   |
| Residential Suburban   | 250.00   |
| Residential Sub-Rural  | 250.00   |
| Residential Sub-Rural Manufactured/Moved   | 250.00   |
| Residential Multi-family (RMF)   | 350.00   |
| Residential Planned Community (RPC)  | 500.00   |
| Residential Manufactured/Mobile Home Park (RMHP)   | 300.00   |
| Rural Business (C-RB)  | 500.00   |
| Community Business (C-CB)  | 500.00   |
| Highway Business (C-HB)  | 2500.00  |
| Commercial Planned Comprehensive Development (C-PCD)   | 2900.00  |
| Office/Institutional (C-OI)  | 2500.00  |
| Industrial Restricted (C-IR)   | 2500.00  |
| Commercial Tower (Conditional Use)   | 2500.00  |
| Mixed Use Village (MUV)  | 2900.00  |
| 3. Variance Request  | \$300.00 |
| 4. Plan Review Fee   |          |
| 0 - 5,000 square feet (Building) **  | \$200.00 |
| Civil Plan Review  | \$200.00 |
| ** The plan review fee for over 5,001 square feet will be \$200.00, plus \$10.00 per 1,000 square feet over 5,000 square feet. |          |
| 1. Permissive Use or Special Use Permit Fees are the same as use district zoning request.                                      |          |
| 2. Home Occupation   | \$ 75.00 |
| 3. Appeals   | \$225.00 |
| 4. Short Term Rental Permit  | \$150.00 |
| 5. Bed and Breakfast   | \$150.00 |



## **ARTICLE XI POWERS OF COUNTY OFFICIALS**

### **Section 1100. Purpose.**

This Article formalizes the duties of the Planning Director, the Planning Commission and the County Commissioner, in relation to the provisions of this Resolution.

### **Section 1101. Powers of the Planning Director.**

The Planning Director has the authority and responsibility to provide the following services:

- A. Provide information concerning the requirements of this Resolution and require compliance with these requirements.
- B. Issue permits under the conditions and procedures required by this Resolution.
- C. Dispense and receive applications as required by this Resolution.
- D. Determine the applicable District, uses, and standards for a particular parcel of land.
- E. Provide assistance and guidance to applicants concerning compliance with this Resolution.
- F. Collect, receive, disburse, and account for fees and monies as required under the provisions of this Resolution.
- G. Serve as the Secretary of the Planning Commission when appointed.
- H. Act as liaison for the Planning Commission with other Officials.
- I. Maintain official records and perform administrative duties required in the execution of the provisions of this Resolution.
- J. The Planning Director is charged with interpretation of the zoning resolution and subdivision ordinance.

### **Section 1102. Powers of the Planning Commission.**

The Planning Commission has the authority and the responsibility to provide the following services:

- A. Review, investigate, and recommend action to the County Commission concerning applicants under the provisions of this Resolution.
- B. Review, investigate, and render decisions concerning variances; and, as well as, from time to time, recommend action to the County Commission concerning variances and amendments to this Resolution.
- C. Advise and inform the County Commission on development within Dawson County.
- D. Conduct Public Hearings as required under the provisions of this Resolution.
- E. Propose amendments to this Resolution.

- F. Prepare and maintain a Land Use District Map and a Future Land Use District Map, under the provisions of this Resolution.
- G. Provide general information concerning the application and administration of this Resolution.
- H. Provide review and recommendations concerning appeals of actions of its decisions to the County Commission.

**Section 1103. Powers of the County Commission.**

The County Commission has the authority and responsibility to provide the following services:

- A. Render official decisions concerning the recommendations of the Planning Commission, in relation to actions within the scope of this Resolution.
- B. Hear and decide appeals of actions of the Planning Director or the Planning Commission.
- C. Establish fees upon recommendation of the Planning Commission for actions, permits, or services under this Resolution.
- D. Conduct Public Hearings related to the administration of this Resolution.
- E. Provide for enforcement of the provisions of this Resolution.

## **ARTICLE XII**

### **ADMINISTRATIVE AND ENFORCEMENT PROCEDURES**

#### **Section 1200. Purpose.**

The purpose of this Article is to provide for administration and enforcement procedures of this Resolution, including administration; public hearings, forms of petitions, applications and appeals; interpretation; severability; effective date; and remedies and penalties for violation.

#### **Section 1201. Administration.**

The Planning Commission or its delegate, the Planning Director, shall have the power and duty enforce the provisions of this Resolution. All departments, officials, and public employees of Dawson County, vested with the duty and authority to issue permits, shall conform to the provisions of this resolution and shall issue no permit, certification, or license for any use, building, or purpose which violates or fails to comply with conditions or standards imposed by this Resolution. Any permit, certificate, or license issued in conflict with the provisions of this Resolution, intentionally or otherwise, shall be void. No application which is incomplete shall be processed or received by the Planning Commission or its delegate, the Planning Director.

#### **Section 1202. Notices and Hearings.**

- A. Amendments to this Resolution may be proposed by the County Commission, the Planning Commission or any individual, firm or organization or any agent or attorney acting on behalf of any individual or legal entity. All proposed amendments, whether an amendment to text or a modification of districts or permissive uses, as well as applications for variances, shall be submitted to the Planning Director in accordance with the submittal deadline established by the Planning Department. All applications to change or amend the district map or to establish a new district shall be accompanied by a plat or map drawn to scale designating the area to be changed and shall contain a statement concerning the proposed use of the property. The Planning Commission shall conduct a public hearing regarding the request. After hearing testimony from all interested parties, the Planning Commission shall have forty-five (45) days within which to submit a recommendation and a statement of findings unless such period of time is extended upon the request of the applicant and the approval of the Planning Commission. If the Planning Commission fails to submit a recommendation and a statement of findings within the specified time period, then the Planning Commission shall be deemed to have approved the proposed amendment or request."
- B. Any decision of the Planning Commission that is not automatically placed upon the agenda of the County Commission pursuant to the terms of this resolution may be appealed directly to the County Commission within ten 10 days of such decision by filing a written notice of appeal with the Planning Director; otherwise, such decisions shall be final."
- C. The applicant shall notify the Planning Commission of its desire to appeal the decision of the Planning Commission. The Planning Commission shall notify the County Commission of the applicant's desire to appeal and shall arrange with the County Commission a suitable hearing date.
- D. The Board of Commissioners shall consider recommendations and findings of the Planning Commission at a Public Hearing on the date advertised at which time all interested parties shall have an opportunity to be heard regarding the request. The proponent shall have a minimum time period of ten (10) minutes to present data, evidence, and opinions, and an equal minimum time period of ten (10) minutes shall be permitted for presentation by opponents of each request. No amendment, supplement, change, or appeal by the

County Commission shall be effective unless such decision is approved after a public hearing.

- E. At least 15 but not more than 45 days before the date of the hearing by the Planning Commission and the County Commission, the County shall publish a notice of the hearing within a newspaper of general circulation within Dawson County. The notice shall state the time, place, and purpose of the hearing.
- F. If the action for which the hearing is conducted is for amending the Land Use District Map by reclassification of property and is initiated by a party other than local government, the notice in addition to the requirements of Paragraph D, above, shall include the location of the property and the proposed change of classification, and a sign containing information specified herein and any other information specified by the Planning Commission shall be placed on the property not less than 15 days before the date of the hearing.
- G. Before each hearing, a notification shall be sent to each adjoining property owner within Dawson County by regular mail sent to the address provided by the applicant or the address as shown on the current tax records. The notice shall be mailed within a reasonable time before the meeting.

**Section 1203. Form of Petitions, Applications, and Appeals.**

All petitions, applications, and appeals provided for in this Resolution shall be made on forms prescribed by the Planning Commission and issued by the Planning Director. The standard application form shall be used for all district and Resolution changes, variances, conditional uses, appeals, and other Planning actions.

**Section 1204. Interpretations.**

If the provisions of this Resolution conflict with or are less restrictive than comparable conditions imposed by any other provision of Georgia statutes or any other Dawson County Resolution or Ordinance, then the most restrictive provision shall apply.

**Section 1205. Severability.**

If any section, subsection, sentence, phrase, or any portion of this Resolution be declared invalid or unconstitutional by any court of competent jurisdiction, or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid, or the application of this Resolution to other circumstances not so held to be invalid. It is hereby declared to be the intent of the County Commissioner to provide for separable and divisible parts, and he does hereby adopt any and all parts hereof as may not be held invalid for any reason.

**Section 1206. Remedies and Penalties for Violation.**

- A. In the event that any person, firm, or corporation violates any provision of this Resolution, the County may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful act or to correct or abate such violation.
- B. In addition to any other enforcement provision provided herein, any person who shall violate the terms of the zoning resolution of Dawson County, Georgia may be punished by a maximum fine of \$1000 or a maximum of sixty (60) days imprisonment or both. The Magistrate Court of Dawson County shall have jurisdiction and power over the trial of charges of violations of these ordinances.

1. The Magistrate Court shall not conduct jury trials. However, any defendant who is charged with violating these ordinances may, any time before trial, demand that the case be removed for a jury trial to the Superior Court of Dawson County. Such demand shall be written. Upon such demand, the Magistrate Court shall grant the demand. The failure by an accused to so demand removal of the case shall constitute a waiver of any right to trial by jury that the accused may otherwise have.
2. The prosecution for violations of county ordinances shall be upon citation as provided in sub-section (c) hereof or upon accusation by the County Attorney or such other attorney as the Dawson County Board of Commissioners may designate. Such attorney shall be the prosecuting attorney in cases tried upon accusation.
3. Accusations of violations of these ordinances and citations shall be personally served upon the person accused. Each accusation shall state the time and place at which the accused is to appear for trial. The accused shall not be arrested prior to the time of trial; however, any defendant or accused who fails to appear for trial shall thereafter be arrested on the warrant of the Magistrate and shall be required to post a bond for his/her future appearance.
4. The Dawson County Board of Commissioners may provide that ordinance violations may be tried upon citations with or without a prosecuting attorney, as well as upon accusations.
5. Each citation shall state the time and place at which the accused is to appear for trial, shall identify the offense with which the accused is charged, shall have an identifying number by which the citation shall be filed with the court, shall indicate the identity of the accused and the date of service, and shall be signed by the county agent who completes and serves the citation.
6. Prosecutions for violations of these ordinances and regulations upon citations shall be commenced by the completion, signing and service of a citation by any agent of the county who is authorized by the Dawson County Board of Commissioners to issue citations or by an agent of the State who is authorized to issue citations. The original of the citation shall be personally served upon the accused, and a copy shall be promptly filed with the court.
7. The Chief Magistrate of Dawson County may by written order establish a schedule of cash bonds for the personal appearance in court of any person charged with a violation of these ordinances. The Chief Magistrate shall designate the officer or officers authorized to accept cash bonds pursuant to the schedule of cash bonds by the court. However, an officer or agent who is authorized to issue citations shall not be authorized to accept a cash bond at the time of or in conjunction with, the issuance of the citation. The officer accepting a cash bond shall issue a receipt for the bond to the person charged with the violation. Any person who is accused by citation, but has not been arrested may, but shall not be required to, give a cash bond for his/her personal appearance in court for trial. If a person who has given a cash bond fails to appear for trial, then the failure to appear shall be deemed to constitute a guilty plea, and such cash bond shall be forfeited upon the call of the case for trial. Dawson County need not take any further action to forfeit the cash bond. The forfeiture of a cash bond shall be deemed to constitute imposition and payment of a fine and shall be a bar to subsequent prosecution of the accused for the violation. However, the court may in any case enter an order pursuant to which bond forfeitures shall not be deemed to constitute

imposition of sentence and subsequent prosecution shall not be a bar. In any such case, the amount of the bond forfeited shall be credited against any fines imposed. The clerk of Magistrate Court shall furnish the officer or officers authorized under the order with a book of blank receipts consecutively numbered in triplicate and readily distinguishable and identifiable. The receipts shall be completed by the officer when accepting a cash bond to show the name of the person cited or arrested, the date of arrest or citation, the nature of the offense, the amount of the cash bond, and the name of the receiving officer. The receiving officer shall deliver a receipt to the person arrested or cited at the time the cash bond is given and shall file the original together with the cash bond with the clerk of the Magistrate Court not later than the next succeeding business day following the date of issuance of the receipt.

8. Execution may issue immediately upon any fine imposed by the court and not immediately paid. The sheriff of Dawson County shall receive and house all persons sentenced to confinement for contempt or sentenced to confinement for violation of these ordinances.
  9. The review of convictions shall be by certiorari to the Superior Court of Dawson County.
  10. The county attorney or another attorney designated by the Dawson County Board of Commissioners may act as prosecution attorney for violations of county ordinances.
- C. Should any work be performed for which a building, grading or development permit is required prior to the issuance of a permit by the Dawson County the fees for such permit shall be doubled or the charge for such permit shall be a minimum of one hundred dollars (\$100) whichever is greater.

**Section 1207. Effective Date.**

This Resolution shall take effect on October 17, 2013.

## **ARTICLE XIII**

### **DEFINITIONS OF TERMS USED**

#### **Section 1300. Purpose.**

The purpose of this Article is to establish definitions of some terms used in the Resolution.

#### **Section 1301. Definitions.**

When used in this Resolution, the following words and phrases have the meaning as defined in this Article. Terms not defined here have the same meaning as is found in most dictionaries, where consistent with the content. The terms "must" and "shall" are mandatory in nature, indicating that action shall be done. The term "may" is permissive and allows discretion regarding an action. When consistent with the context, words used in the singular number include the plural, and those used in the plural number include the singular. Words used in the present tense include the singular. Words used in the present tense include the future. The word "developer" includes a firm, corporation, co-partnership, association, institution, or person. The word "lot" includes the word "plot" or "parcel." The word "building" includes the word "structure." The words "used" or "occupied" as applied to any land or building include the words "intended, arranged, or designed to be used or occupied."

Access - The place means, or way by which pedestrians or vehicles shall have safe, adequate, or usable ingress and egress to a property, use, or parking space.

Accessory Structure or Accessory Use - A structure or use incidental and subordinate to the main use of property and located on the same lot as the main use.

Administrator/Director Planning - The Planning Administrator or Director shall be recommended by the Planning Commission and appointed by the Commissioner and shall be responsible for the enforcement of the provisions of this Resolution.

Agriculture - The tilling of the soil, the raising of crops, dairying, animal husbandry, forestry, and horticulture.

Agriculturally related uses - Means those activities that predominantly use agricultural products, buildings or equipment, such as pony rides, corn mazes, pumpkin rolling, barn dances, sleigh/hay rides, and educational events, such as farming and food preserving classes, etc.

Agricultural products- includes but is not limited to, crops; fruit, cider and vegetables, floriculture, herbs, forestry, husbandry, livestock and livestock products; aquaculture products, horticultural specialties, etc.

Agriculturally related products- means items sold at a farm market to attract customers and promote the sale of agricultural products. Such items include, but are not limited to, all agricultural and horticultural products, animal feed, baked goods, ice cream and ice cream based desserts and beverages, jams, honey, gift items, food stuffs, clothing and other items promoting the farm and agriculture in Georgia, and value-added agricultural products and on-site production .

Agricultural Tourism and/or agri-tourism – Shall mean the practice of visiting and agribusiness, horticultural or agricultural operation, including, but not limited to, a farm, orchard, winery, greenhouse, hunting preserve, a companion animal or livestock show, for the purpose of recreations, education, or active involvement in the operation, other than as a contractor or employee of the operation.

Alley - A minor public right-of-way, which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Alter - A change, addition, or modification in construction or occupancy of a building or structure.

Amendment - A change in the wording, context, or substance of the Land Use Resolution, or a change in the district boundaries of district map.

Apartment – Shall mean a one, two or three story multifamily structure, including individual units that are located back to back, adjacent and/or one over the other. Access is usually from a common hall, although individual entrances can be provided.

Automobile Service Station - A retail place of business engaged primarily in the sale of motor fuels, but also supplying goods and services required in the operation and maintenance of automotive vehicles.

Basement - That portion of a building between floor and ceiling which is partly below and partly above grade but is so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Bed & Breakfast – Shall mean a dwelling occupied by a family and used incidentally to provide overnight accommodation and meals to transient travelers, operated by an owner or designated operator-in-residence, with a maximum number of rented units being six.

Buffer - A horizontal distance designed to provide attractive space or distance, obstruct undesirable views, serve as an acoustic barrier, or generally reduce the impact of adjacent development.

Building - A structure built and maintained for the support, shelter, or enclosure of persons, motor vehicles, animals, or personal or real property of any kind. The word "building" shall include the word "structure."

Building Height - The vertical distance from the average grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or the average point of a pitch or hip roof.

Building Line - A line that coincides with the front side of the main building.

**Caretaker/employee residence- An accessory dwelling designed and intended for the housing of person's employed principally on-site for the purposes of care, protection, and security of said property. Caretaker/employee residence shall be subordinate to the principal residence.**

Cellar - That portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

County - Dawson County, Georgia

Churches- See definition -"Places of worship".

Cluster Development - A subdivision, planned development, or grouping of lots or dwellings arranged in such a way that open space is maintained throughout the area, that sensitive lands



such as wetlands and steep slopes remain undeveloped, and that lot layout requires a reduced amount of street and utility placement.

Common Open Space - Publicly or privately owned undeveloped open space intended for aesthetic, recreation, public safety, or other conservation purposes, to be used by the owners or residents of a particular development or the public in general.

Commission - The Dawson County Municipal Planning Commission.

County Commission - The County Commission of Dawson County, Georgia.

Conventional Construction - A building constructed on the building site from basic materials delivered to the site and from lumber cut on the job. A conventional building is subject to local codes and ordinances.

Court - An open unoccupied space other than a yard, on the same lot with a building and bounded on two or more sides by such building.

Day Care Center - An institution, establishment, or place in which are commonly received at one time four or more children not of common parentage, for a period not to exceed 12 hours, for the purpose of being given board, care, or training apart from their parents or guardians for compensation or reward.

Density Net - The amount of dwellings per net acre, based on the total area of the parcel, including vacated rights-of-way, and excluding separate or non-contiguous lands, previously designated common open space, and excluding rights-of-way or easements.

Development Standard - A specific requirement of this Resolution regulating land use, generally quantitative in nature.

Duplex – Shall mean a building containing two dwelling units, each of which has direct access to the outside and with each unit totally separated from the other by an unpierced common wall.

Dwelling, Apartment or Multiple-Family - A building designed and used for occupancy by three or more families, all living independently of each other, and having separate full kitchen facilities for each family.

Dwelling, Single Family" – A detached building, not attached by any means to any other dwelling designed or used exclusively for the occupancy of one family and having housekeeping facilities for only one family and surrounded by open space or yards

Dwelling Unit - One or more rooms designed for occupancy by one family and not having more than one cooking facility except facilities designed for camping purposes such as tents and recreation vehicles.

Factory-Built Housing - Georgia law has now changed "Factory-Built Housing" to "Industrial Building." See Industrialized Building.

Family - One person or two or more persons related by blood, marriage, legal adoption, or guardianship; or a group of not more than five persons (excluding servants) all or part of whom are not related by blood, marriage, legal adoption, or guardianship living together as a single housekeeping unit in a dwelling unit.

Farm Market/On-farm market/Roadside stand- means the sale of agricultural products or value-added agricultural products, directly to the consumer from a site on a working farm or any agricultural, horticultural or agribusiness operation or agricultural land.

Fence, Sight Obscuring - A fence consisting of wood, metal, masonry, or similar materials, or an evergreen hedge or other evergreen planting arranged in such a way as to obscure vision at least 80 percent.

Fill - The placement by means of sand, sediment, or other material, usually in submerged lands, or wetlands, to create new uplands or raise the elevation of land.

Floor Area - The sum of the gross horizontal area of several floors of a building, measured from the exterior faces of the exterior walls, or from the centerline of walls separating two buildings, but not including:

1. Attic space providing headroom of less than seven (7) feet;
2. Basement or cellar, unless finished and heated for occupancy;
3. Uncovered steps or fire escapes;
4. Private garages, carports, or porches;
5. Accessory water towers or cooling towers; and
6. Accessory off-street parking or loading spaces.

Frontage - Property abutting on a street.

Goal - A general statement establishing a direction for policies, resolutions, or actions.

Grade; Ground Level - The average of the finished ground level at the center of all walls of a building. Where the walls are parallel to and within five feet of a public sidewalk, alley, or public way, the ground level shall be measured at the average elevation of the sidewalk, alley, or public way.

**Guest quarters- An accessory attached or detached dwelling designed and intended for the temporary housing of visitors to a property at the request of the primary property residents for no fee or other consideration. Guest quarters shall be subordinate to the principal residence.**

Hazards - Threats of life, property, or the environment such as land sliding, flooding, subsidence, erosion, or fire.

Home Occupation- Any business, occupation, or activity undertaken for gain or profit within a residential district, except agriculturally related uses, within a residential structure that is incidental and secondary to the use of that structure as a dwelling unit or within an accessory structure that is incidental and secondary to the use of that structure as attendant to a dwelling unit.

Home Office- Home office means an office use carried on by the occupant thereof that is incidental and secondary to the use of the structure as a dwelling unit that includes, but is not limited to, receiving or initiating correspondence, such as phone calls, mail, faxes or e-mail; preparing or maintaining business records; word and data processing; and telephone, mail, order, direct sales (by invitation only), and off premise sales.

Horticulture - The cultivation of plants, garden crops, trees, or nursery stock.

Hospitals - Institutions devoted primarily to the rendering of healing, curing, and/or nursing care, which maintain and operate facilities for the diagnosis, treatment, and care of two (2) or more non-related individuals suffering from illness, injury, or deformity or where obstetrical or other healing, curing, and/or nursing care is rendered over a period exceeding twenty-four (24) hours.

Hotel (Motel, Motor Hotel, Tourist Court) - A building or group of buildings used for transient residential purposes containing guest rooms which are designed to be used, or which are used, rented, or hired out for sleeping purposes.

Industrialized Building - Any structure or component thereof or any modular home that is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation or assembly on a building site and that has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly, damage, or destruction and that does not have a permanent chassis.

Institution, Higher Educational - A college or university accredited by the State of Georgia.

Intensity - A measure of the magnitude and negative impact of a land use on the environment and neighboring land uses.

Junk or Wrecking Yard - Any property where a person is engaged in breaking up, dismantling, sorting, storing, distributing, buying, or selling any scrap or waste material.

Kennels - A lot or premises on which four (4) or more adult dogs are kept, whether by owners of the dogs or by persons providing facilities and care for compensation. An adult dog is one that has reached the age of six months.

Land Use - Any use of the land including, but not limited to, commercial, industrial, residential, agriculture, recreation, public utilities placement, forest management, or natural uses.

Land Use District - Land Use Districts are areas of land within the county which have different development standards and criteria. These differences are intended to promote the separation of incompatible uses and to retain the character of the community. See Articles III, IV.

Loading Space - An off-street space or berth on the same lot, or parcel, with a building or use, or contiguous to a group of buildings or uses, for the temporary parking of a vehicle while loading or unloading persons, merchandise, or materials, and which space or berth abuts upon a street, alley, or other appropriate means of ingress and egress.

Lot - For purposes of the Resolution, a lot is a parcel of land of at least sufficient size to meet minimum districts requirements for use, coverage, and area and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street, or on an approved private street or easement, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, of complete lots of record and portions of lots of records, or of portions of lots of record;

4. A parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this Resolution.

Lot Area - The total area of a lot measured in a horizontal plane within the lot boundary lines exclusive of public streets.

Lot Coverage - The portion of a lot or parcel of land, which is covered with buildings, parking and maneuvering area, patios, decks, covered or paved storage area, or other impervious surface.

Lot Depth - The greater horizontal distance between front and rear lot lines.

Lot, Flag - See Dawson County Subdivision Regulations for example of a flag lot.

Lot Line, Front - For an interior lot, a line separating the lot from the street; and for a corner lot, a line separating either (but not both) frontage of the lot from the street.

Lot Panhandle - See Dawson County Subdivision Regulations for example of a panhandle lot.

Lot Line, Rear - For an interior lot, a line separating one lot from another on the opposite side of the lot from the front lot line; for corner lot either (but not both) interior lot line separating one lot from another; and for an irregular or triangular shaped lot, a straight line ten (10) feet in length that is parallel to and at the maximum distance from the front lot line.

Lot Line, Side - For an interior lot, a line separating one lot from the abutting lot or lots fronting on the same street; for corner lots, a line other than the front lot line separating the lot from the street or a line separating the lot from the abutting lot along the same frontage.

Lots of Record – Shall mean whenever a lot or plat has been legally and duly recorded with the County Clerk of Superior Court prior to the effective date of the Land Use Resolution and actually exists as so shown or described, it shall be deemed a lot of record. In addition, lots legally recorded that met zoning standards in place at the time of recordation, but do not meet standards currently in place are also considered lots of record. Although said lot may not contain sufficient land area or lot frontage to meet the minimum lot size requirements of the current zoning such lot may be used as a building site provided that all other requirement of the district are met and that building plans are consistent with all state and local health codes.

Lot Width - The greatest horizontal distance between side lot lines.

Manufactured Home - Manufactured home means a structure transportable in one or more sections and which is built on a permanent chassis and designed to be used as a dwelling with ~~or without~~ a permanent foundation ~~when and~~ connected to ~~the all~~ required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein, and is constructed in accordance with national codes.

1. Multi-Section Manufactured Home (MSMH) - a manufactured home (AKA a double-wide mobile home) that is factory finished in two or more sections built on a permanent chassis and towed to a building site where the sections are joined together.
2. Single-Section Manufactured Home (SSMH) - A manufactured home (AKA a mobile home) in one section with dimensions limited to highway clearance

(fourteen (14) feet wide) and providing between six hundred (600) and one thousand (1,000) square feet of living space.

Manufactured Home Lot - A parcel of land for the placement of a single manufactured home and the exclusive use of its occupants.

Manufactured Home Park - A privately owned place where two (2) or more manufactured homes used for human occupancy are parked on a lot, tract, or parcel of land under the same ownership. A manufactured home park may contain either or both single-section and multi-section manufactured homes.

Manufactured Home Site - See Manufactured Home Lot.

Manufactured Home Stand - That part of an individual lot, which has been reserved for the placement of the manufactured home, appurtenant structures, or addition.

Mobile Home. See the definition of Manufactured Home - The 1980 Housing and Community Development Act, effective October 1980, changed the term "Mobile Home" to "Manufactured Home."

Non-agriculturally related products- means those items not connected to farming or the farm operation, such as novelty t-shirts or other clothing, crafts and knick-knacks imported from other states or countries, etc.

Non-agriculturally related uses- means activities that are part of an agricultural tourism operation's total offerings but not tied to farming or the farm's buildings, equipment, fields, etc. Such non-agriculturally related uses include amusement rides, concerts, etc. and may be subject to special use permit.

Non-Conforming Structure or Use - A lawful existing structure or use, at the time this Resolution or any amendment thereto become effective, which does not conform to the requirements of this Resolution.

Open Area - The area devoted to lawns, setbacks, buffers, landscaped areas, natural areas, outdoor recreation areas, and similar types of uncovered open area and maintained in plant cover, and excluding storage areas for materials, boats, or vehicles.

Owner - Any individual, firm, association, syndicate, co-partnership, corporation, trust, or any other legal entity having sufficient proprietary interest in the land, including the attorney and agent thereof.

Parcel - A unit of land that is created by a partitioning of land.

Parking Area, Private - Privately or publicly owned property, other than streets or alleys, on which parking spaces are defined, designated, or otherwise identified for use by the tenants, employees, or owners of the property for which the parking area is required by this Resolution and not open for use by the general public.

Parking Area, Public - Privately or publicly owned property, other than streets or alleys, on which parking spaces are defined, designated, or otherwise identified for use by the general public, either free or for remuneration. Public parking areas may include parking lots, which may be required by this Ordinance for retail customers, patrons, and clients.

Parking Space - An area permanently available for the parking of a full size automobile, having dimensions of not less than 9 feet by 18 feet.

Permanent Chassis - The entire transportation system comprised of the following sub-systems: draw-bar and coupling mechanism, frame, running gear assembly, and lights.

Person - Any natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government, or any other group or combination acting as a unit.

Places of Worship- means any church, temple, synagogue, or other place of organized religious assembly which qualify for tax exemption under O.C.G.A. § 48-5-41 (a)(2.1)(A).

Planning Commission or Commission - The Dawson County Municipal Planning Commission.

Plat - Includes a final map, diagram, drawing, re-plat or other writing containing all the descriptions, locations, specification, dedications, provisions, and information concerning a subdivision.

Policy - A definitive statement of requirement of the comprehensive plan or development Resolution, generally qualitative in nature.

Prefabricated Building - A broad term applied to any building completed in a factory setting.

Principal Residence – Shall mean any residence which occupies the major portion of a lot or constitutes, by reason of its use, the primary purpose for which the lot is used.

Public Road - Roads in the state, county, or city road system.

1. Arterial - Arterials are usually state and federal highways such as SR 53 designed to move traffic over greater distances and provide access to counties and states.
2. Collector Roads - The main function of collector roads is to provide access to arterials.
3. Local Road and Street - Local roads or streets are designed to provide access to abutting property such as a local street in a municipal area. Local roads and are not intended for through traffic.

Quadplex - Shall mean a building containing four dwelling units, each of which has two open space exposures, direct separate access to the outside, and with each unit sharing one or two common walls with adjoining units.

School, Commercial - A place where instruction is given to pupils in arts, crafts, trades, or other occupational skills and operated as a commercial enterprise as distinguished from schools endowed or supported by taxation.

School, Primary, Elementary, Junior High, or High - Includes public, private, or parochial but not nursery school, kindergarten, or day nursery except when operated in conjunction with a school.

Screen - A fence, wall berm, hedge, tree row, or other dense structure intended to perform a buffering effect in a limited space, and may be required in addition to a buffer.



Seasonal- means a recurrent period characterized by certain occurrences, festivities, or crops; harvest, when crops are ready; not all year round.

Semi-Detached Residence – Shall mean a one-family dwelling attached to another one-family dwelling by a common vertical wall and footing, with each dwelling located on a separate lot, but does not include dwellings one over another. Semi-detached housing has a front, rear and one side open space.

Setback - The minimum allowable horizontal distance measured from the furthest projection of the structure to the adjacent property line.

Short-Term Home Rental – Shall mean a single family residential dwelling offered for rent for a period of less than thirty (30) days per renter. Typically an owner's vacation home or second home offered for vacation rentals to guests for a fee.

Shooting preserve- and game farming,- means the intensive, small pasture production of wild animals for the purpose of hunting, on agricultural land, for a fee, over an extended period of time, in conformance with state and federal game laws.

Site-Built - Constructed on site ("stick-built") but includes pre-constructed wall units, etc., including **packaged homes, as opposed to** "Industrialized Building."

Sign - An identification, description, illustration, or device which is affixed to or represented, directly or indirectly, upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business. Each display surface of a sign shall be considered to be a sign.

Sign, Advertising - A sign which directs attention to a business, product, activity, or service which is not necessarily conducted, sold, or offered upon the premises where such signs is located.

Story - That portion of a building included between a floor and the ceiling next above which is six (6) feet or more above the grade.

Street - An officially approved public thoroughfare or right-of-way dedicated, deeded, or condemned, which has been officially approved by the Commission and accepted by the Commissioner for use as such, other than an alley, which affords the principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare, except as excluded in this Resolution. The word "street" shall include all arterial highways, freeways, traffic collector streets, local streets, and lanes.

Structure - Something constructed or built or having a fixed base on, or fixed connection to, the ground or another structure.

Subdivider - Any individual, firm, association, syndicate, co-partnership, corporation, trust, or any other legal entity commencing proceedings under this Resolution to effect a subdivision of land hereunder for himself or for another.

Subdivide Land - To divide an area or tract of land into five (5) or more lots within a calendar year when such area or tract of land exists as a unit or contiguous units of land under a single ownership at the beginning of such year.

Subdivision Amenity Area– Shall mean the area situated within the boundaries of a residential development site intended for recreational purposes, and may include landscaped areas, patios, private lounges, pools, play areas and similar uses, but does not include any area occupied by a building's service areas, or access driveways.

Subdivision - Subdivision means all divisions of a tract or parcel of land into two (2) or more lots, building sites, or other divisions for the purpose, whether immediate or future, or sale, or building development. See also The Dawson County Subdivision Regulations.

Townhouse– Shall mean a one-family dwelling in fee simple ownership constructed in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

Travel Trailer - A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel and recreational purposes.

Triplex - Shall mean a building containing three dwelling units, each of which has direct access to the outside and with each unit totally separated from the other by an unpierced common wall.

Use - The purpose for which land or a structure is designed, arranged, or intended, or for which it is occupied or maintained.

U-Pick- means a fruit or vegetable-growing farm that provides the opportunity for customers to pick their own fruits or vegetables directly from the plant.

Value-added agricultural product - means the enhancement or improvement of the overall value of an agricultural commodity or of an animal or plant product to a higher value. The enhancement or improvement includes, but is not limited to, marketing, agricultural processing, transforming, packaging, and educational presentation, activities and tours that relate to agriculture or agricultural products.

Vehicle - A device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

Water-Related - Uses which are not directly dependent upon access to a water body, but which provide goods or services that are directly associated with water-dependent land or waterway use, and which, if not located adjacent to water, would result in a public loss of the quality of goods or services offered. Except as necessary for water-dependent or water-related uses or facilities, residences, parking lots, spoil and dump sites, roads and highway, restaurants, businesses, factories, and trailer parks are not generally considered dependent on or related to water location needs.

Winery- means the retail and/or manufacturing premises of a small winemaker or winemaker licensee as defined by the Dawson County Alcohol ordinance.

Yard - A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure or portion of a structure from 30 inches above the general ground level of the graded lot upward, provided, however, that fences, walls, poles, posts, and

other customary yard accessories, ornaments, and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

Yard, Front - A yard extending between lot lines which intersect a street line, the depth of which is the minimum horizontal distance between the street line and a line parallel thereto on the lot.

## **ARTICLE AUTHENTICATION**

**APPROVED and ADOPTED in open and advertised meeting of the Board of Commissioners**

**of Dawson County,**

**this 17<sup>th</sup> day of October, 2013.**

### **ATTEST:**

**Mike Berg, Chairman of the Dawson County Board of Commissioners**

**Gary Pichon, Dawson County Commissioner, District 1**

**James Swafford, Dawson County Commissioner, District 2**

**Jimmy Hamby, Dawson County Commissioner, District 3**

**Julie Hughes Nix, Dawson County Commissioner, District 4**

**Danielle Yarbrough, Clerk to the Dawson County Board of Commissioners**

**Backup material for agenda item:**

2. Text Amendments to the Development and Design Guidelines Georgia 400 Corridor



Dawson County Planning & Development Department  
Office of Planning & Zoning

25 Justice Way, Suite 2322, Dawsonville, GA 30534 (706) 344-3500 x.42335

Jason Streetman, AICP  
Planning Director

**MEMORANDUM:**

TO: DAWSON COUNTY PLANNING COMMISSION & BOARD OF COMMISSIONERS  
FROM: JASON STREETMAN  
RE: AMENDMENTS TO LAND USE RESOLUTION & 400 CORRIDOR OVERLAY  
DATE: JANUARY 10, 2018

Dear PC/BOC members:

In an effort to improve development standards and better provide for consistent land development within Dawson County, we are asking you to consider and approve the following text amendments to the Dawson County Land Use Resolution and 400 Corridor Overlay.

As you review the requested text changes in a separate document, any proposed additions will be in **red bold text**. Any proposed deletions will have a **bold strikethrough**. Unaffected text shall remain unchanged.

**Notice to revise/amend certain text of the Land Use Resolution of Dawson County, Georgia:**

Section 300 Purpose –campers, travel trailers, busses, utility buildings cannot be used as a dwelling.  
Section 305 Manufactured homes, moved in subject to inspection prior to permitting.  
Section 306 RMF –height of structures not limited in multi-family dwelling units.  
Section 309 RA – wedding venues allowed as ancillary/accessory use with a minimum of 15 acres  
Section 404 C-PCD-height of structures not limited in 2 or 3 story buildings.  
Section 407 Conditional Use- better define conditional uses in lieu of traditional rezoning  
Section 606 Nonconforming Uses.- reduce re-establishing from 1 year to 90 days.  
Sections 1301Definitions: Industrialized Building & Manufactured Home- and others

**Notice to revise/amend certain text of the Development and Design Guidelines Georgia 400 Corridor Dawson County, Georgia:**

Section 5.8 Landscaping, Additional Requirements--see more restrictive landscaping/tree ordinance  
Section 6.3 Exterior Materials-replaces should with shall, takes franchise aesthetics into consideration.  
Section 7.1 Generally- tightens up requirements for storage areas, transformers, generators etc.  
Section 7.2 Trash Enclosures- no longer allows chain link fencing.  
Section 8.3 Automobile Sales, Parts, and Service Establishments- removes should for shall  
Section 12.9 Signs, Requirements- see more restrictive landscaping/tree ordinance.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning

Work Session: 2.8.18

Prepared By: Streetman

Voting Session: 2-15-18

Presenter: Streetman

Public Hearing: Yes  No

Agenda Item Title: Text Amendments to Dawson County Land Use Resolution and GA 400 Corridor Overlay Standards

**Background Information:**

In an effort to clean up outdated, confusing, or improve development regulations for the County, we are asking you to consider and approve the following text amendments to the Dawson County Land Use and GA 400 Corridor Overlay Standards.

**Current Information:**

Please see separate documents to include: A memo with the specific sections to be amended of both codes and complete land use and GA 400 Corridor overlay regulations with the new amendments added.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
|      |       |          |        |         |           |           |

Recommendation/Motion: Approve

Department Head Authorization: JStreetman

Date: 2.2.18

Finance Dept. Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

# DEVELOPMENT AND DESIGN GUIDELINES GEORGIA 400 CORRIDOR DAWSON COUNTY, GEORGIA



Adopted by the Board of Commissioners  
December 18, 2000

Prepared Under Contract By:

*JERRY WEITZ, PH.D., AICP PLANNING &  
DEVELOPMENT CONSULTANT ALPHARETTA,  
GEORGIA*

In Association With:

Jeff Watkins, AICP  
Cumming, Georgia



A RESOLUTION AMENDING THE LAND USE RESOLUTION OF DAWSON COUNTY, GEORGIA, APPROVED AND ADOPTED IN REGULAR SESSION BY THE BOARD OF COMMISSIONERS FEBRUARY 23, 1998, AS AMENDED, TO ADOPT BY REFERENCE THE DEVELOPMENT AND DESIGN GUIDELINES FOR THE GEORGIA 400 CORRIDOR, TO PROVIDE FOR VARIANCES AND APPEALS, TO PROVIDE FOR SEVERABILITY, TO REPEAL CONFLICTING ORDINANCES, AND FOR OTHER PURPOSES

WHEREAS, THE BOARD OF COMMISSIONERS APPOINTED A COMMITTEE OF INTERESTED CITIZENS TO STUDY AND RECOMMEND DEVELOPMENT AND DESIGN GUIDELINES FOR THE GEORGIA 400 CORRIDOR; AND

WHEREAS, THE BOARD HAS COMMISSIONED A CONSULTANT TO PREPARE DEVELOPMENT AND DESIGN GUIDELINES FOR THE GEORGIA 400 CORRIDOR; AND

WHEREAS, THE COMMITTEE HAS REVIEWED AND CONSENTED TO THE ADOPTION OF THE DEVELOPMENT AND DESIGN GUIDELINES PREPARED BY THE CONSULTANT FOR THE GEORGIA 400 CORRIDOR; AND

WHEREAS, THE DAWSON COUNTY PLANNING COMMISSION HAS CONSIDERED THIS MATTER; AND

WHEREAS, THE DEVELOPMENT AND DESIGN GUIDELINES ADDRESS GRADING AND SITE DEVELOPMENT, LANDSCAPING, PEDESTRIAN CIRCULATION, VEHICULAR ACCESS, ARCHITECTURE, SIGNAGE, OUTDOOR LIGHTING, AND OTHER ASPECTS OF SITE DEVELOPMENT;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA, AND IT IS HEREBY RESOLVED BY THE AUTHORITY OF THE SAME THAT THE LAND USE RESOLUTION IS AMENDED IN THE FOLLOWING RESPECTS:

I.

ARTICLE V, "GENERAL PROVISIONS" IS AMENDED TO ADD A NEW SECTION 509, "DEVELOPMENT AND DESIGN GUIDELINES FOR THE GEORGIA 400 CORRIDOR" TO READ AS FOLLOWS:

509.1 Adoption by Reference. The "Development and Design Guidelines for the Georgia 400 Corridor, Dawson County, Georgia," pages 1-101, are hereby adopted by reference and made a part of this resolution.

509.2 Applicability. All development applications, except for single-family dwellings on individual lots, on properties lying wholly or partially within the Georgia 400 Corridor, shall be subject to the Development and Design Guidelines for the

- Georgia 400 Corridor. The boundaries of the Georgia 400 corridor shall be the north and south portions of the Georgia 400 Overlay District as shown on the Dawson County, Georgia Overlay Districts Plan on file in the office of the Planning Director, and as shown on a map within the Development and Design Guidelines. In the event that questions arise regarding whether a property lies within the Georgia 400 corridor, the Planning Director shall make the determination. In the event that a proposed development lies only partially within the Georgia 400 corridor, the entire development, including lands outside the corridor, shall be subject to the guidelines.
- 509.3 Interpretation and Administration. The guidelines shall be interpreted by the Planning Director. When the word "shall" is used in a particular provision, that provision shall be mandatory and the development must be consistent with that guideline. When the word "should" is used in a particular provision, that provision is a recommended practice, and development is encouraged to meet that guideline. Although guidelines with the word "should" are not regulations per se, applicants must demonstrate good faith effort to meet said guidelines and provide reasons why deviation from said guidelines is necessary. The Planning Director may approve developments that do not meet all non-mandatory guidelines, but the Planning Director shall not be authorized to approve a development that does not meet all mandatory guidelines. The Planning Director may also withhold development approval where, in his or her judgment, the development applicant has failed to present a good faith effort to meet the guidelines.
- 509.4 Variances. Variances to the mandatory guidelines may be made upon application to the Planning Director and approved by the Dawson County Board of Commissioners after a public hearing. Variances to the mandatory guidelines are not subject to the provisions of Article VIII of the Land Use Resolution; provided, however that the criteria established in Section 802 of the Land Use Resolution shall be used as a basis for considering variance requests.
- 509.5 Appeals. Any development applicant aggrieved by an interpretation or administrative action of the Planning Director pursuant to this section may file an appeal with the Dawson County Board of Commissioners on forms prescribed by the Planning Director. The Board may affirm or overturn the decision or interpretation of the Planning Director in the administration and interpretation of this section.

II.

THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION BY THE BOARD OF COMMISSIONERS.

III.

ALL RESOLUTIONS AND ORDINANCES IN CONFLICT WITH THIS RESOLUTION  
ARE REPEALED.

Adopted, this the 18<sup>th</sup> day of December, 2000.

Robert L. Wallace, Chairman

Shane Long, Commissioner, District 1

Tracey Phillips, Commissioner, District 2

Jim King, Commissioner, District 3

Julie Hughes Nix, Commissioner, District 4

Attest:

Bill Johnsa, County Manager

Approved as to Form:

Joseph Homans, County Attorney

DEVELOPMENT AND DESIGN GUIDELINES  
GEORGIA 400 CORRIDOR  
DAWSON COUNTY, GEORGIA

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## CHAPTER ONE

### INTRODUCTION AND OVERVIEW

#### 1.1. ABOUT URBAN DESIGN

Urban design is a discipline that describes and evaluates the characteristics and interrelationships of all elements of the three-dimensional form of the urban environment. Urban designers use an interdisciplinary approach that combines architecture, landscape architecture, and urban planning. Urban designers interrelate and arrange various elements of the built environment—distance, materials, scales, views, building style, road alignments, vegetation and other items—to form an attractive built environment. In doing so, urban designers are concerned not only with people observing the built environment from fixed points with particular developments, but also with observers moving by and perceiving buildings from further distances.

Careful attention to attractive and pedestrian-friendly urban design is in the economic interests of the county, its citizens, and business owners. Attractive and integrated urban design features tend to improve an area's image, raise overall property values, attract new businesses and residents, and improve the quality of life. Research and experience have shown that there is a positive return on investment for design features, for both government and property owners. For example, the money a community spends on landscaped roadway medians, sidewalks, and street trees is likely to be amply returned in the form of increased tax revenue resulting from the overall increase in property values that accompanies attractive and desirable urban areas.

Design guidelines are a set of criteria, uniformly applied in the planning approval process, to evaluate the appropriateness of proposed changes to individual properties in a designated district. The ultimate goal of design guidelines is to direct physical and visual changes in the district to create an architecturally and physically cohesive area of specified character. Design guidelines are meant to create a strong identity for the area as a distinctive place to shop, visit, work, and live. Design guidelines are a means of bringing together the interests of individual property owners and the general public to achieve mutual benefits.

#### 1.2. PURPOSE AND INTENT

The subject area, the Georgia 400 corridor, contains multiple property owners with differing interests. Developers in the corridor have commissioned or will commission different architects, each with their own unique motivations and styles. As projects are designed and developed in the corridor, designers tend to focus on their own site as a self-contained unit.

Left to its own workings, the real estate market has already shown signs that it will produce development that is dominated by single-function land uses, buildings that are not coordinated with adjacent buildings and isolated from other uses, and circulation systems that serve exclusively the automobile. The intersection of Georgia 400 and State Route 53 has already developed as the equivalent of a city center at a highway

interchange-shopping centers, restaurants, hotels, and apartments-one where buildings do not fully relate to one another and where the only way to get around is by car. The Georgia 400/ State Route 53 interchange development represents at least a partial example where urban design opportunities have been overlooked-a lost opportunity of sorts.

Without guidance from the county, future developments in the Georgia 400 corridor will likely be self-contained, fragmented compartmentalized, without coherence and relationship with other developments. Without guidance, developers are unlikely to interrelate streets, buildings, human uses, and natural systems in a manner that results in a coordinated, pleasing, and sustainable built environment across property lines. Unless additional guidance is provided, the corridor will most likely witness additional development that results in an uncoordinated jumble of box stores, repetitive parking lot entrances, and blank building walls.

The purpose of these guidelines is to help site planners and urban designers look beyond their individual buildings and single parcels of land to shape the physical features of their development in a manner consistent with preferred principles of community design. The guidelines seek to help unify what would otherwise become a disparate and irreconcilable collection of land uses and architectural traditions.

In presenting these guidelines, however, it is not the county's intent to adopt an overall architectural theme for the corridor. The corridor is not envisioned to become one monotonous strip where all shopping centers look the same, or are designed to provide one big festival marketplace. No single checklist can define what is good and bad design. Rather, the county intends to provide general guidance while allowing site designers the flexibility to propose multiple ways of meeting the letter and spirit of the guidelines. Furthermore, it is not the intent of these guidelines to try and convert what is surely an auto-related corridor into purely pedestrian friendly developments. However, elements of human scale and reasonable accommodations for pedestrians are integral components of the guidelines.



### 1.3. **GEORGIA 400 CORRIDOR**

The development and design guidelines contained in this document shall apply to the Georgia 400 overlay district shown on the following corridor boundary map. All parcels lying wholly or partially within the corridor boundary shall be subject to these guidelines.

#### 1.4. EXISTING CONDITIONS AND VISION FOR THE CORRIDOR

The Dawson County Georgia 400 overlay zone addresses the area adjacent to Georgia 400. The southern part of the corridor is currently (Year 2000) undergoing intense development pressure. Since this area is the main gateway to Dawson County, the development within this zone will have an immediate impact on how residents and travelers view the community. While development is logically suited for this area, it must be done in a quality, well-planned manner.

High quality, mixed use development of commercial, light industrial, office, and residential is highly encouraged in this area. The southern portion of the corridor should have visual and functional designs that will create a pleasing environment for people to shop, conduct business, and reside. The long-term maintenance of this corridor as a place of distinctive character is in the vital interests of Dawson County.

The northern portion of the Georgia 400 corridor is still fairly rural in character. Development within this zone should attempt to retain a rural character through carefully planned site layout, landscaping, and architecture. Mixed use development of commercial, industrial, office, institutional, and residential that is compatible with the visual quality of this portion of the corridor is highly encouraged. Certain guidelines established herein apply only to the northern portion of the Georgia 400 corridor.



GA 400 North, north of commercial center at intersection of SR 53

The northern portion of the Georgia 400 corridor is still quite rural. The guidelines encourage the maintenance of a more rural landscape in the north portion of the corridor, through a buffer requirement along the right-of-way and a higher landscaped coverage ratio.

## CHAPTER TWO

# SITE PLANNING AND GRADING

## 2.1. SITE PLANNING

### 2.1.1. Relate Design to Site and Surroundings

A. The site plan, building design and landscaping of new development should achieve high quality and appearance, which will enhance and be compatible with the character of the surrounding area.



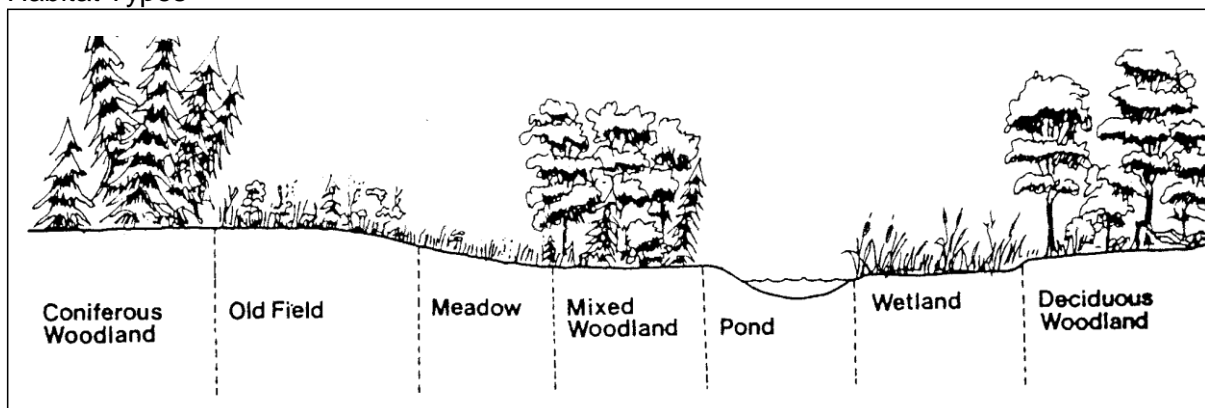
B. Site planning and design of projects proposed adjacent to dissimilar land uses should carefully address the potential undesirable impacts on existing uses. These impacts may include traffic, parking, circulation and safety issues, light and glare, noise, odors, dust control and security concerns.

### 2.1.2. Evaluate, Retain, and Incorporate Natural Features

A. Evaluate the proposed development's compatibility with the existing environment to determine the limitations and capabilities of the site for development. Development should be limited to a level that does not exceed the capabilities and requirements of a healthy environment.

B. Significant site features such as natural ground forms, large rock outcroppings; water and significant view corridors shall be identified and should be incorporated into development plans.

### Habitat Types



Source: DeChiara and Koppelman 1984.

C. Riparian zones, stream corridors, and wetlands should be protected for their wildlife habitat and other values. Development plans for these areas should treat these components as assets. The alteration or improvement of significant natural resource areas may be permitted so long as relevant regulations are followed, potential losses are mitigated, and best management practices are employed to minimize permanent damage.

D. Preserve patches of high-quality habitat, as large and circular as possible, feathered at the edges, and connected by wildlife corridors.

E. The design of outdoor spaces should recognize and incorporate views, solar angles, climate, and the nature of outdoor activities which could occur in conjunction with the project.



### 2.1.3. Protect Environmentally Sensitive Areas

A. Conserve and protect natural resources, including air quality, trees, natural vegetation, existing topography, streams, creeks, wetlands, watersheds, water quality, and wildlife habitat.

B. Limit development in environmentally sensitive areas such as severe topography and areas with drainage problems. This guideline is considered particularly applicable in the northern portion of the Georgia 400 corridor.

C. Major considerations concerning water quality should include: organic pollution from infiltration and surface runoff; erosion and sedimentation; water temperature elevation; nutrients such as nitrogen and phosphorous; and toxic materials.

D. Flood plain storage should not be decreased from its present state. Utilize areas of flood plain for open space and recreational purpose, whenever possible.

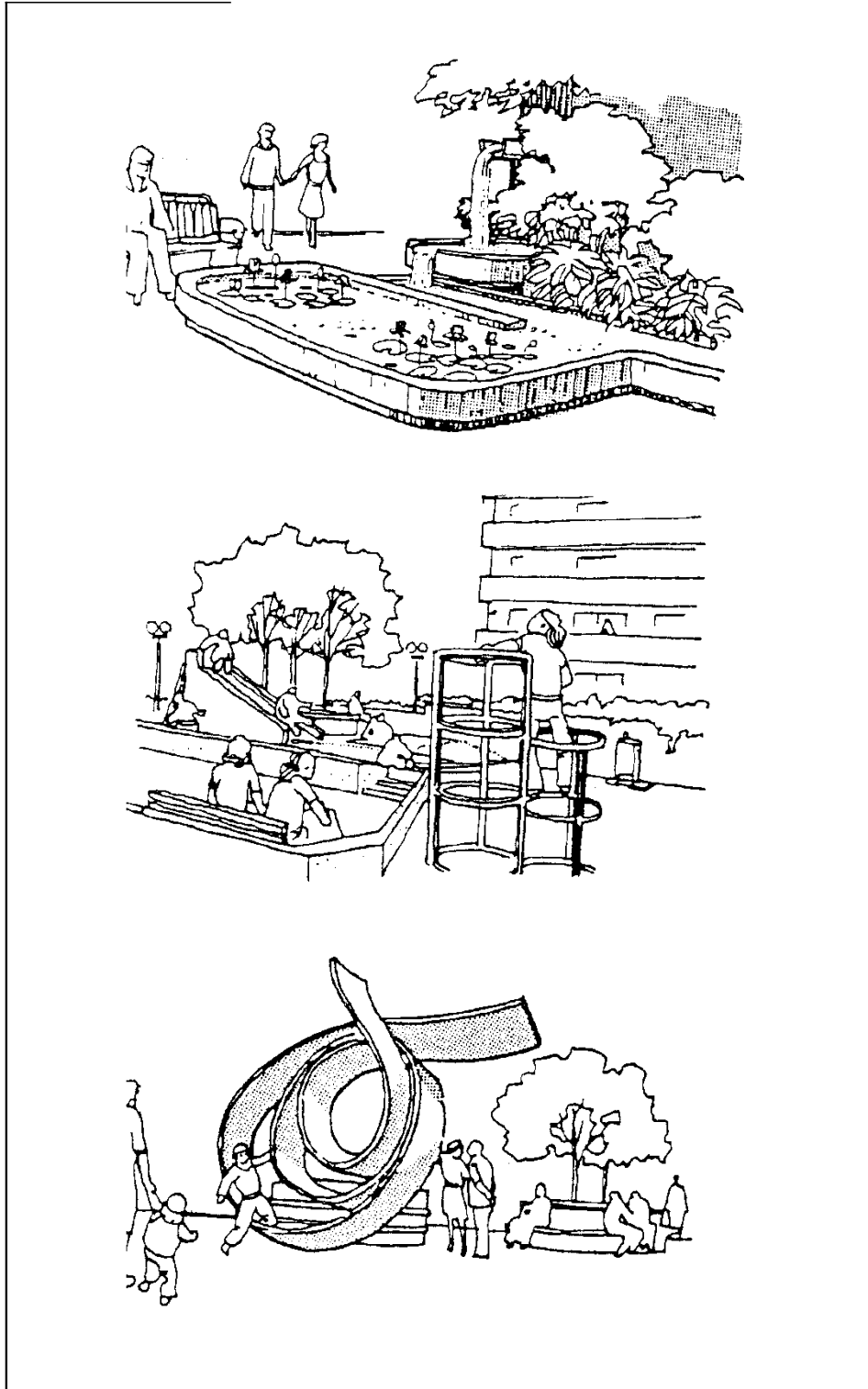
E. Restore and enhance environmental functions damaged by prior site activities.

### 2.1.4. Create Public Spaces and Amenity Areas

A. Development should include public plazas, courtyards, and similar amenities or public assembly areas that are visible from the street and accessible from the business or other use. Such amenities should be scaled appropriately to the size and location of the project.

B. Outdoor spaces, which are particularly encouraged, include courtyards, patios, plazas, covered walkways (arcades and colonnades), passages, gardens, and trellised areas.

Outdoor Spaces. Fountains, play equipment, and artwork add visual interest and functions to amenit areas.



Source: DeChiara and Koppelman 1984.



Play area at North Georgia Premium Outlets



Pedestrian Corridor at North Georgia Premium Outlets



Public Space and Pedestrian Amenities at North Georgia Premium Outlets



Close up of Pedestrian Features at North Georgia Premium Outlets



Trellises at North Georgia Premium Outlets



Dawson 400 shopping center

This clock tower at Century South Bank is an excellent amenity feature that adds visual interest to the shopping center. It is also well landscaped at the base (recommended practice).



## 2.2. GRADING

### 2.2.1. Site Preparation, Filling, and Grading

A. Abrupt or unnatural-appearing grading design is not allowed. Grading on new project sites should blend with the contours of adjacent properties with minimum alteration of the natural topography necessary to accomplish the development.

B. The area under the drip line of all existing trees to be retained should be fenced prior to construction with orange plastic tree fencing material. Grading under the drip line of trees to be retained on site is prohibited so as to prevent soil compaction and significant root damage.



C. Proposed cut and fill slopes should be rounded off both horizontally and vertically.

D. Balancing the cut and fill is highly encouraged.

E. No fill, removal, or modification of a riparian area should be approved unless there is no reasonable and feasible alternative, as determined by the county.

F. Preserve smooth flowing planes in the ground form; minimize steep slopes and avoid harsh, easily eroded banks.



Graded site adjacent to Kroger Shopping Center

This site has been graded level for development. Trees that may have contributed to the character of the development have not been saved. Grading should retain certain features of the natural topography, where possible.



Remax at Henry Grady Highway

- Grading practices on this site left a scarred, exposed cut adjacent to the site.
- Slopes should meet good engineering specifications (e.g., 2:1) and the exposed earth should be stabilized and covered to prevent erosion.

#### 2.2.2. Drainage and Erosion Control

- A. All onsite drainage shall be collected and conveyed to an approved storm drainage system.
- B. Consider minimizing runoff by clustering development on the least porous soils. Consider using infiltration devices. Evaluate and if appropriate install permeable pavements for overflow and employee parking areas where possible.
- C. Natural on-site drainage patterns should be used where practicable. Detain runoff with open, natural drainage systems where possible.
- D. Design man-made lakes and storm water ponds for maximum habitat value.
- E. Best erosion control practices should be followed.

### 2.2.3. Retaining Walls

- A. The height and length of retaining walls should be minimized and screened with appropriate landscaping. Tall, smooth faced concrete retaining walls are discouraged—walls visible from the right-of-way should be faced with brick, stone, or other architectural treatment.
- B. Terracing should be considered as an alternative to the use of tall or prominent retaining walls, particularly in highly visible areas on hillsides.



Industrial Area, Dawson County

A highly visible, long, smooth, concrete retaining wall that should be finished with brick, stone, or other architectural finish, or otherwise screened from view from the public right-of-way.

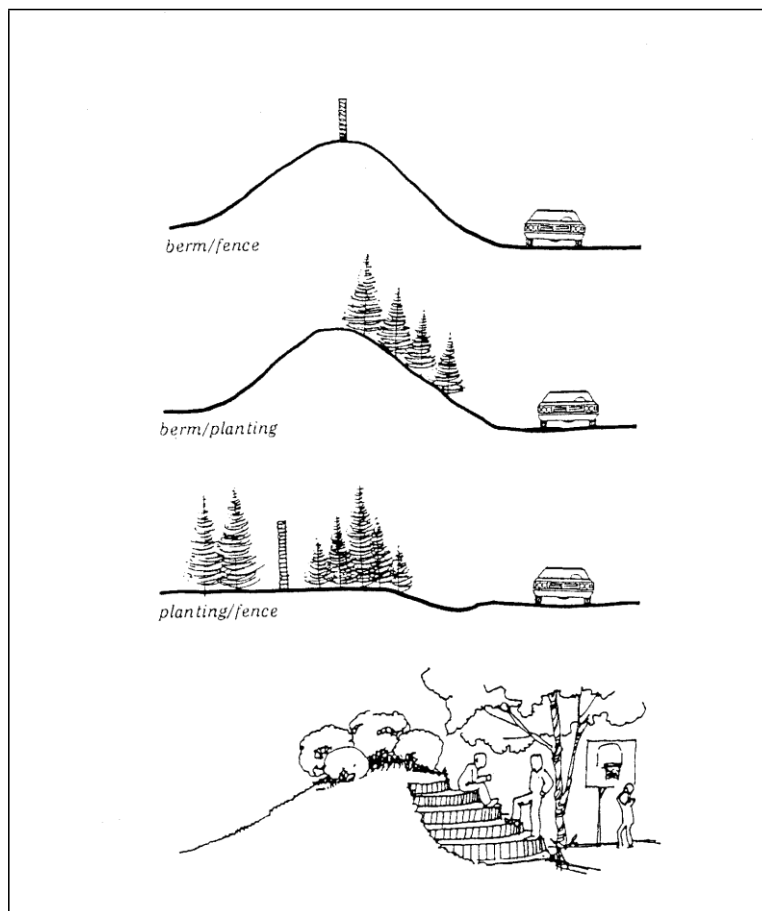
### 2.2.4. Utilities

- A. Any utility installation proposed should be carefully assessed to insure against physical and visual damage to the landscape.
- B. Utility easements should be coordinated and combined to minimize the number of additional easements and stream and road crossings needed.
- C. All individual utilities serving developments shall be installed underground.

### 2.2.5. Berms

Berms should be used to provide visual and acoustical separation from vehicle traffic and incompatible land uses. The height and slope of a berm should vary to provide for visual interest and a more natural effect.

When used for screening, berms can be combined with a fence or planting. Berms should be constructed of good quality soil (for planting) on top of landfill, separated by an impervious layer of clay. Berms can be used for other purposes, besides screening, too, like recreational seating.



Source: DeChiara and Koppelman 1984.

## CHAPTER THREE

### PEDESTRIAN CIRCULATION

#### PEDESTRIAN SYSTEMS MUST BE PROVIDED

A. All likely pedestrian routes should be identified in the design phase and provided for in the design process. These include linkages to individual buildings, neighboring properties, and access ways along public roads. Identifying pedestrian routes in advance will eliminate poor selection of landscape areas that become damaged due to pedestrian "short cuts."



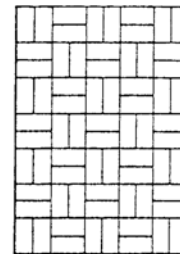
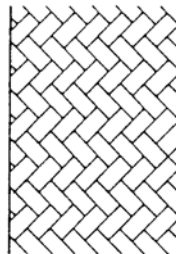
B. All site facilities and amenities shall be accessible to people with disabilities in accordance with the applicable federal and state codes.



C. Pedestrian circulation should take precedence over vehicular circulation.

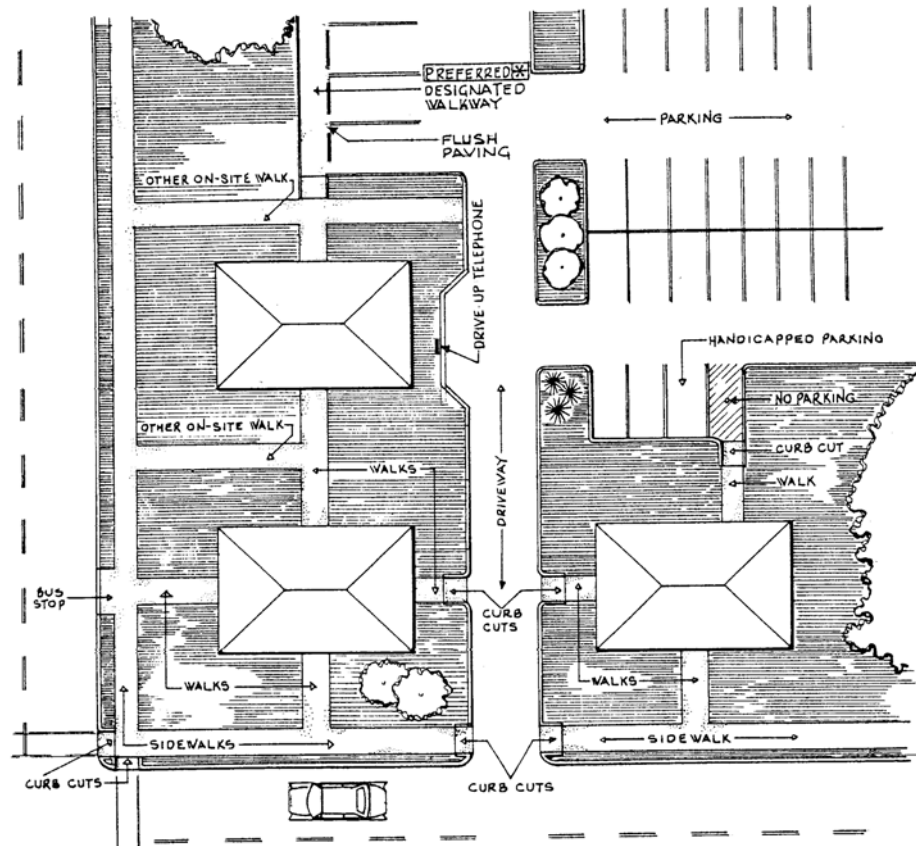
D. Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures or colors should be provided to emphasize the conflict point and improve its visibility and safety. Brick pavers and other special paving materials and overhead features are encouraged to distinguish pedestrian walkway surfaces and areas.

Herringbone and basket weave patterns are preferred.



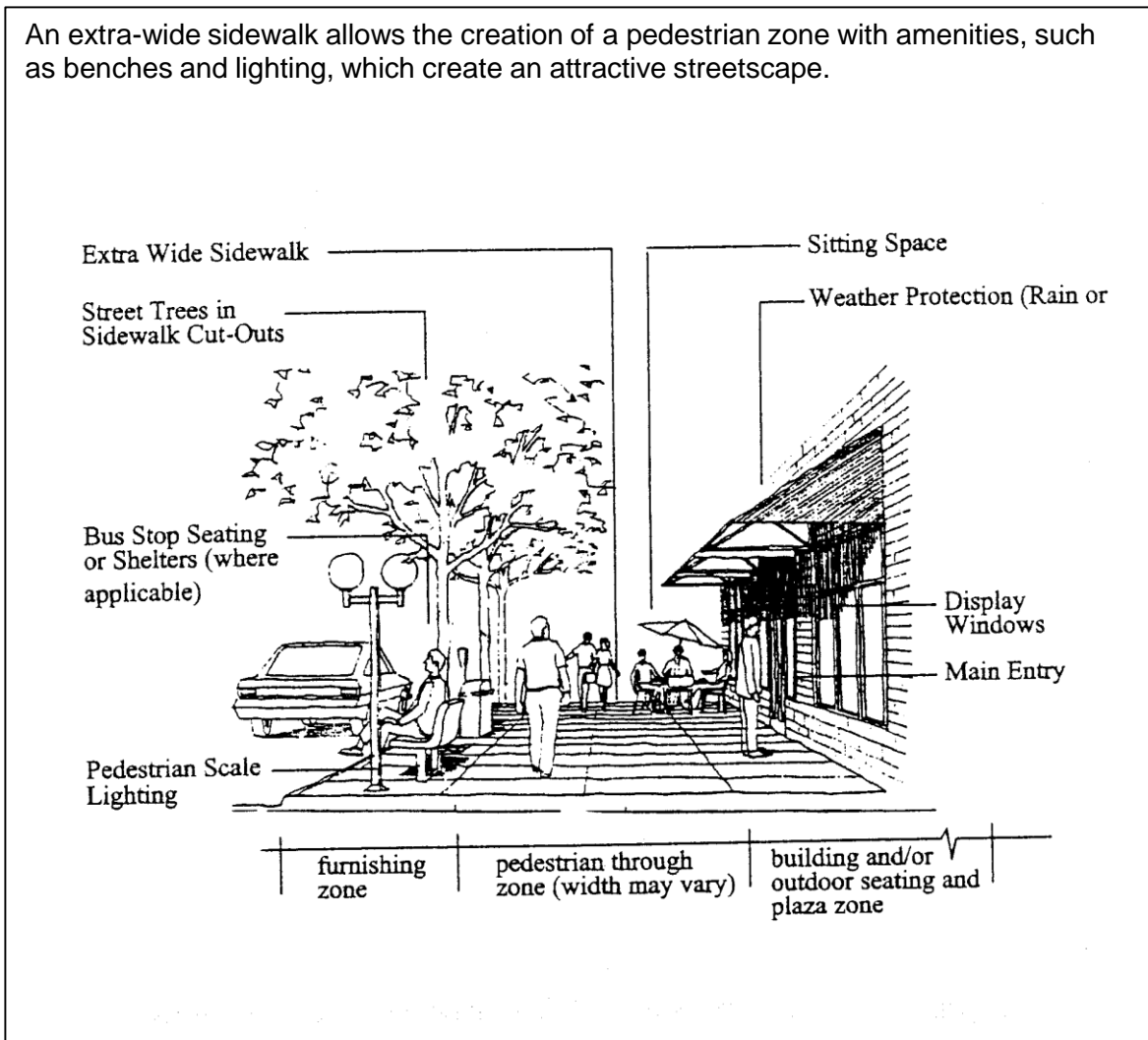
Source: DeChiara and Koppelman 1984.

Pedestrian Access. Multiple buildings should be linked with on-site and off-site walkways. Handicapped access shall be provided with curb ramps and designated handicapped parking.



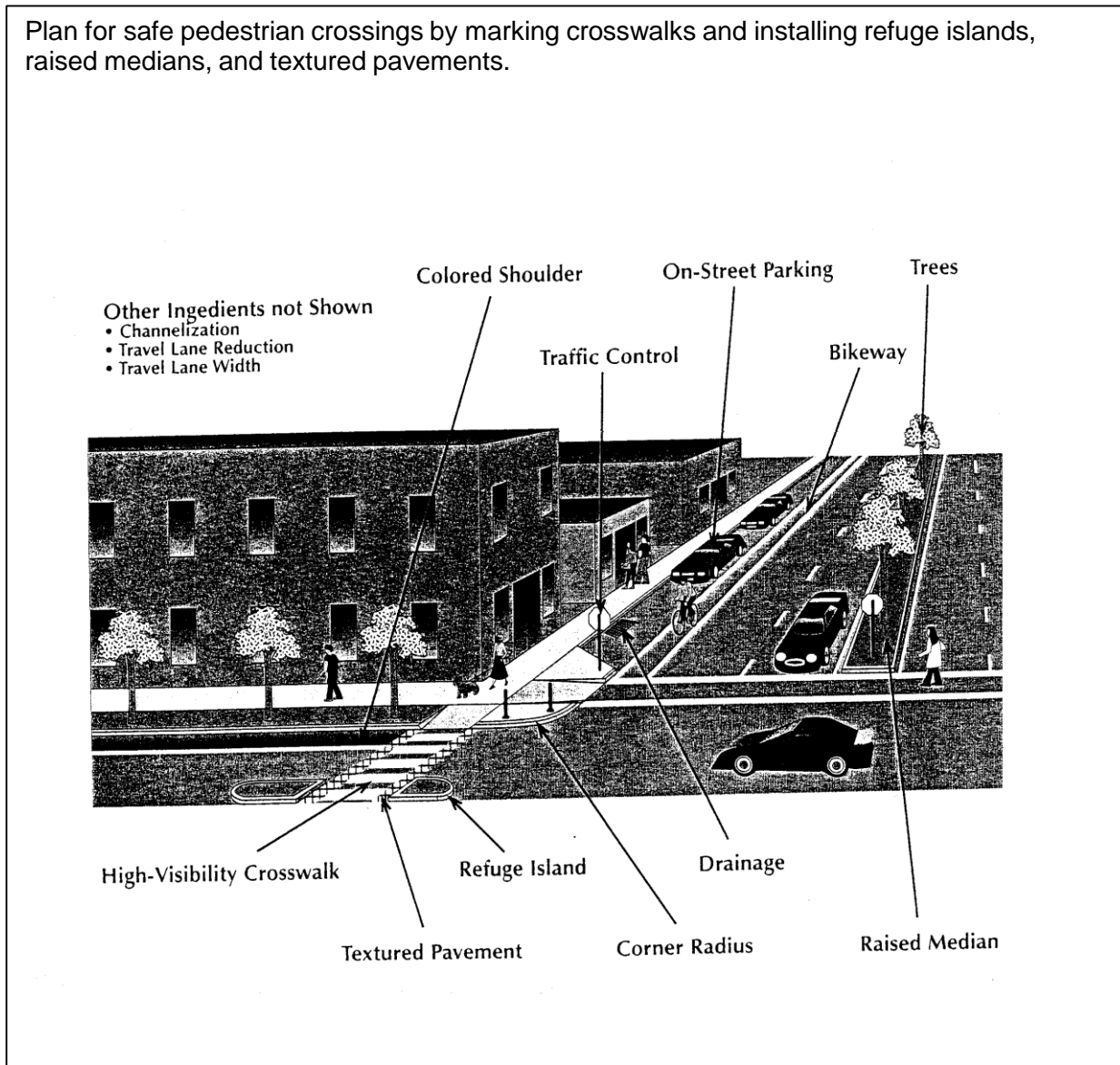
Source: DeChiara and Koppelman 1984.

An extra-wide sidewalk allows the creation of a pedestrian zone with amenities, such as benches and lighting, which create an attractive streetscape.



Source: Oregon Transportation and Growth Management Program. 1999c.

Plan for safe pedestrian crossings by marking crosswalks and installing refuge islands, raised medians, and textured pavements.



Source: Oregon Transportation and Growth Management Program. 1999a.



## CHAPTER 4

### VEHICLE ACCESS AND CIRCULATION

#### 4.1. PRINCIPAL SITE ACCESS

A. The entire parcel, rather than simply a particular project, should be considered in formulating and approving access plans.



B. A public frontage road shall be required parallel to Georgia 400.

C. Parcels should not be subdivided such that they each require individual access to a state highway. If the parcel has frontage on a secondary or frontage road, access points shall occur there and not on a highway.

D. The number of driveways shall be minimized, consistent with appropriate principles of highway and road access management and traffic engineering. Curb cuts (driveway accesses) will generally be restricted in number to one entrance and exit drive per development, if no other access is available.

E. Inter-parcel site access should be provided to adjacent properties.

F. Shared driveways between two parcels, at the property line, may be required.

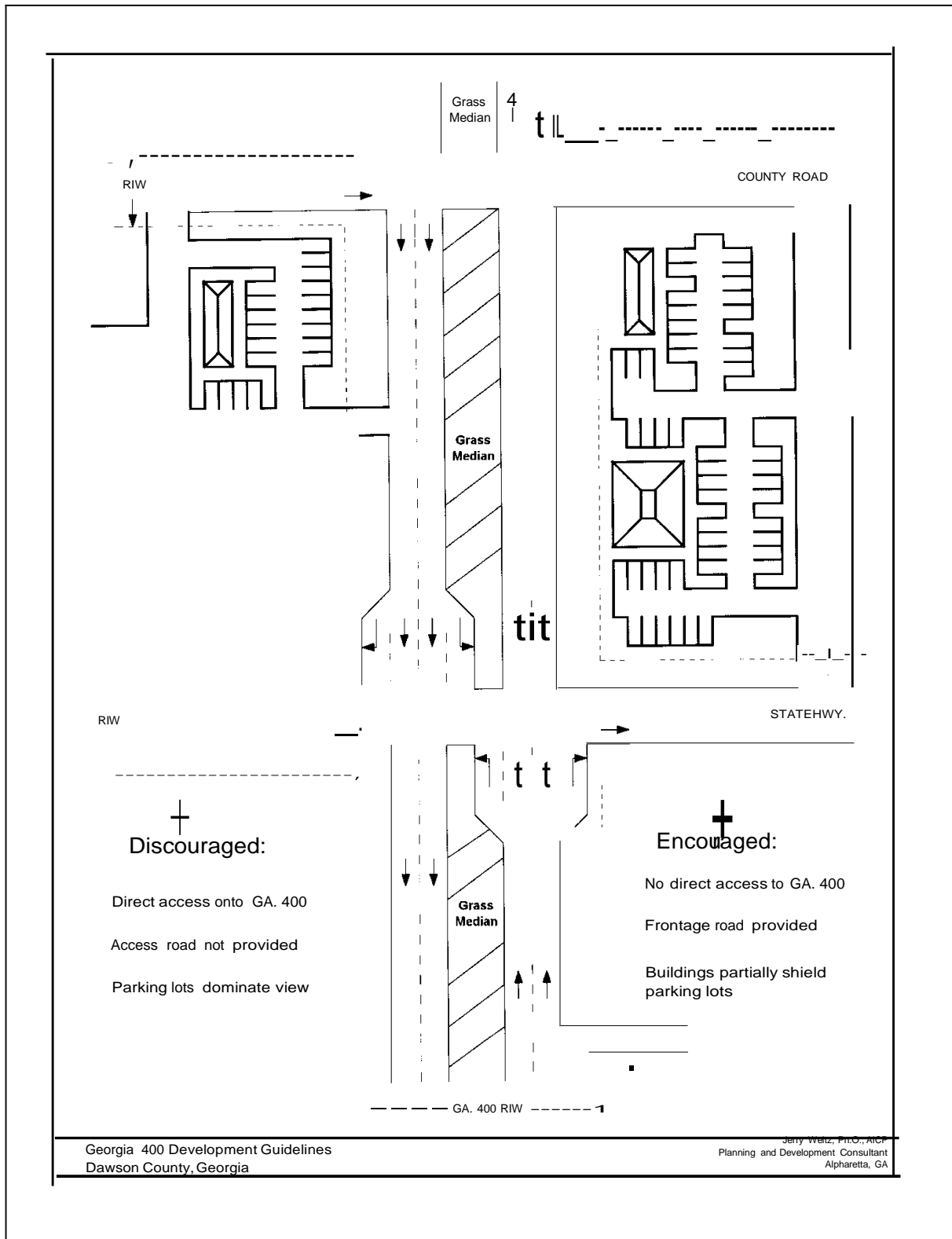
G. New driveways should be sited away from or immediately opposite street intersections.

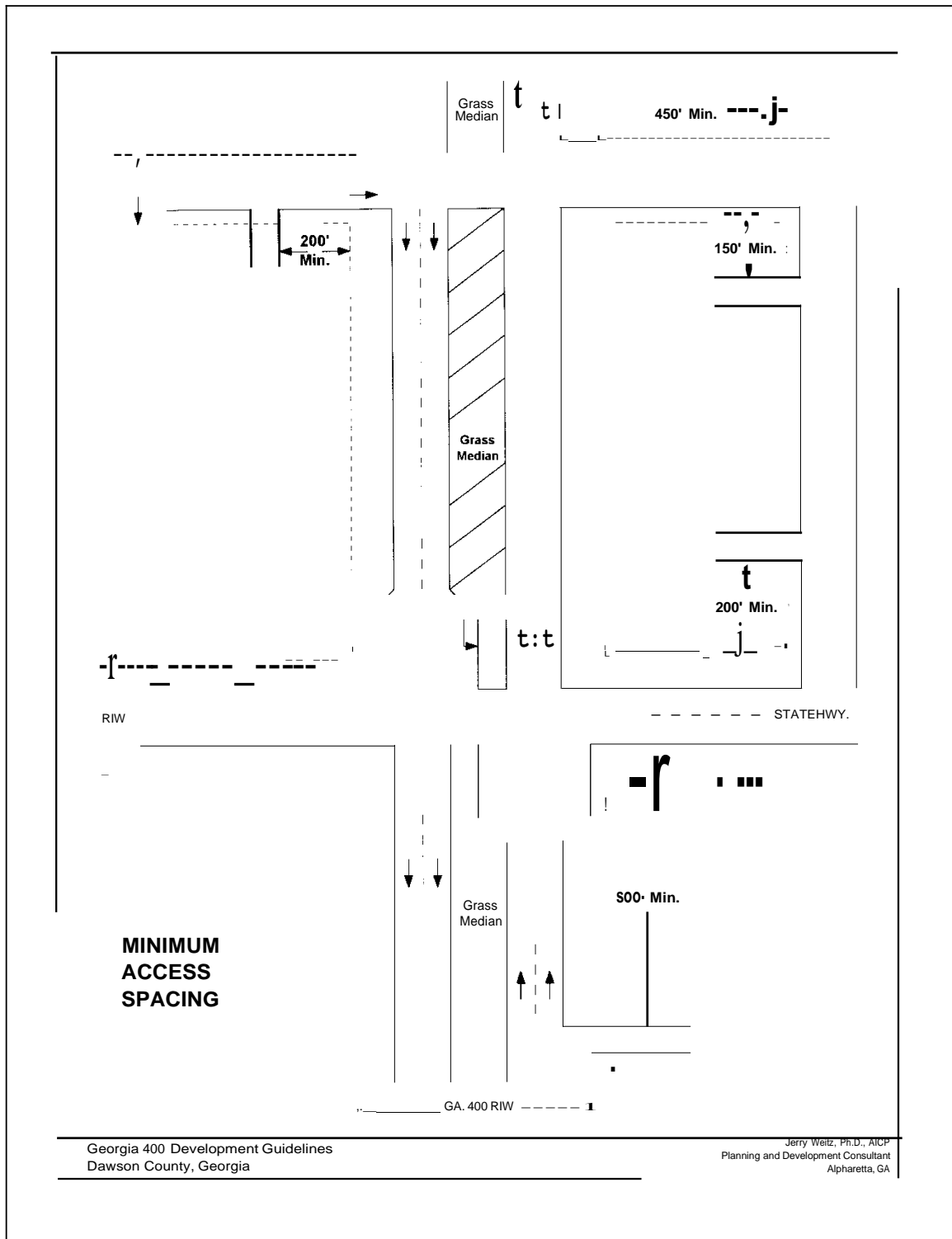
H. Provide adequate driveway length. Driveways should be long enough to allow adequate space for vehicles pulling off the road and stacking to enter the road.

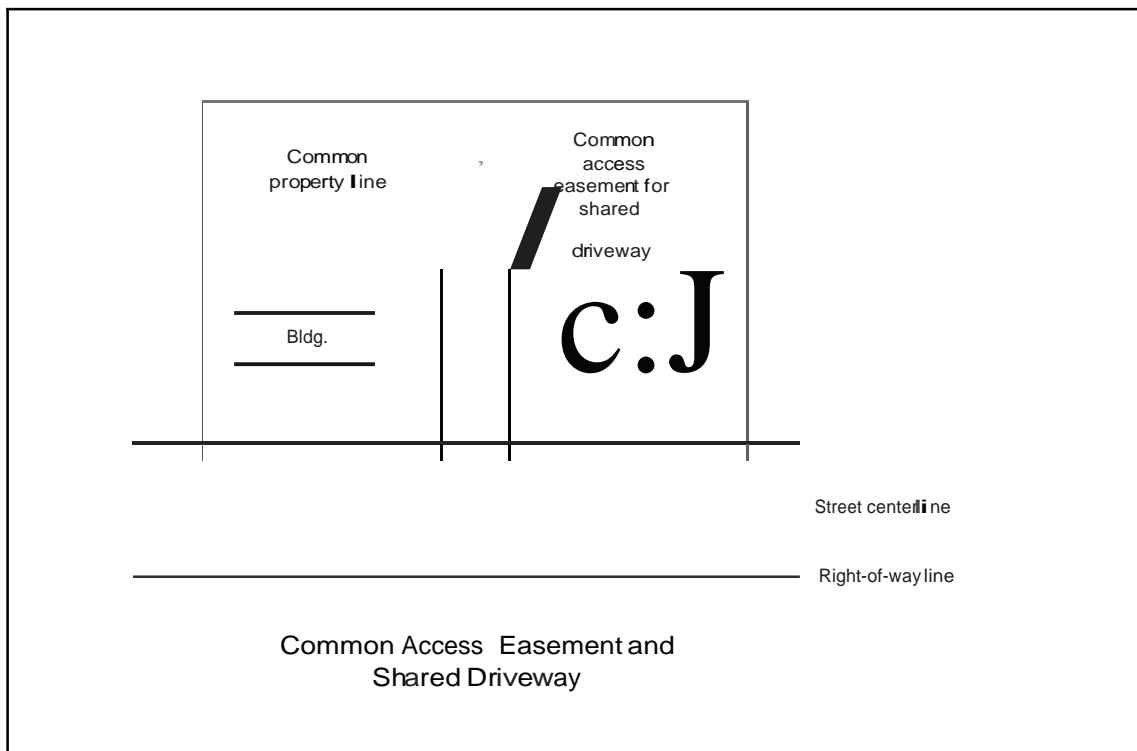
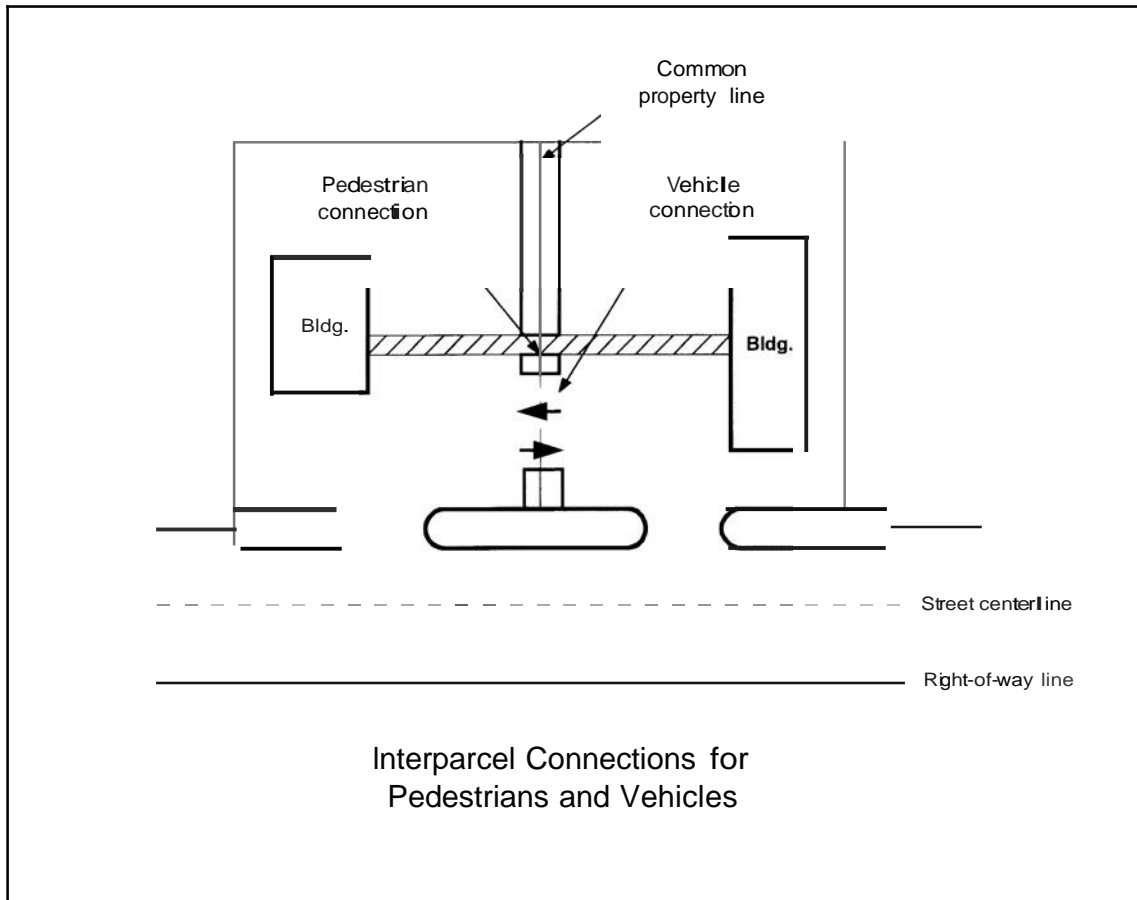
I. The width of curb cuts shall be minimized, but shall always meet the requirements of emergency service vehicles. A wider curb cut may be required on a higher speed highway.

J. All elements of the site design shall accommodate access requirements of emergency vehicles and services.

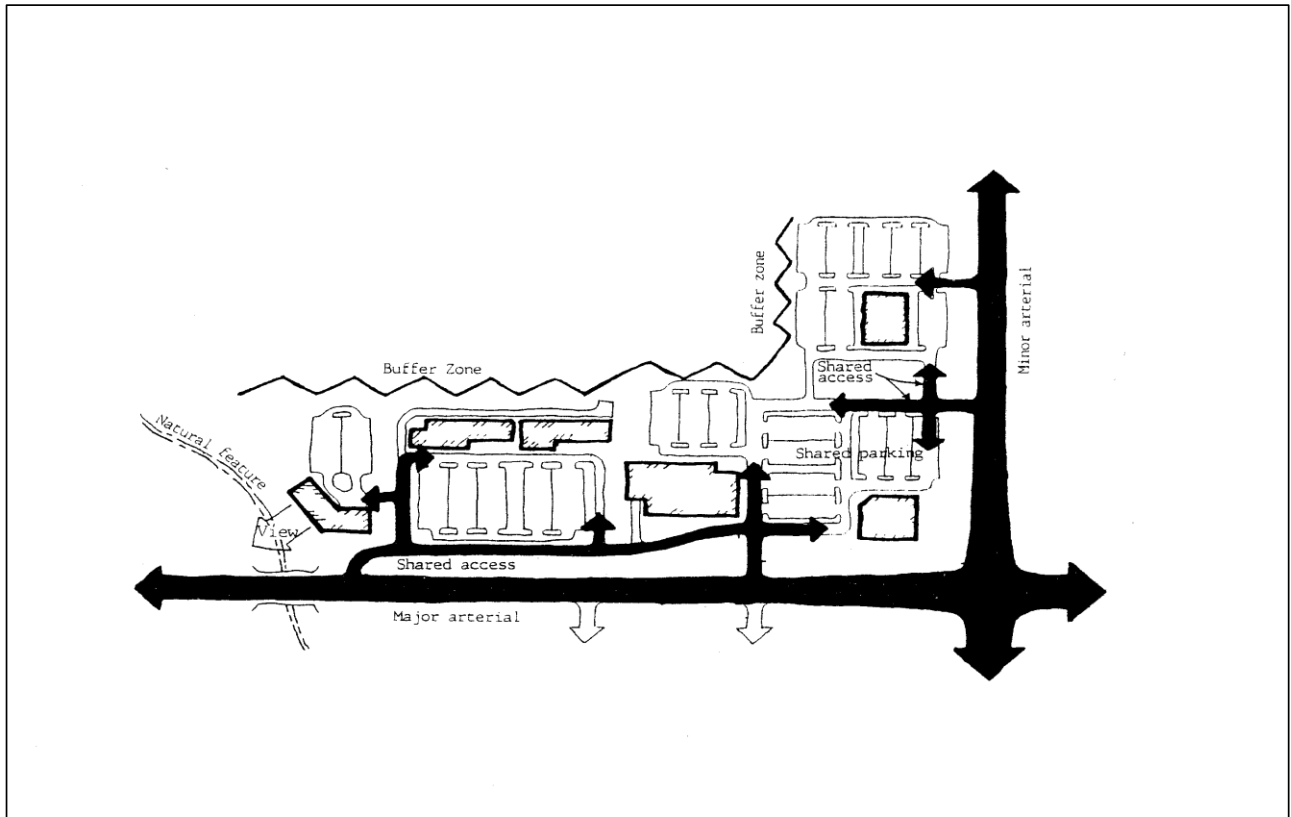
K. All access points and curb cuts shall meet minimum rules and regulations for driveway and encroachment control of the Georgia Department of Transportation, the Dawson County Engineer, and the specifications provided in these guidelines.







Interparcel Access. Properties within the district must provide shared access with adjoining properties to facilitate frontage roads and connections between parcels. Shared parking arrangements are also encouraged.



Source: Stover and Koepke 1988.





The Dawson 400 shopping center's frontage on the west side of Ga. 400

- This driveway entrance to Dawson 400 shopping center has a narrow but landscaped center median to separate traffic flows (recommended).
- Note that it stops shorter than it should-although a median break may be needed to cross between the outlots shown in this photo, the median should have been extended another 150-200 feet to add landscaping, reduce impervious surface, and provide better access control.
- The McDonalds uses low-lying groundcover at the entrance (acceptable).
- To the right side of the photo, the shrubs are growing to a height that may impair visibility (though that is a minor consideration in this case of one way traffic).
- Ideally, a pedestrian crossing would be striped on the pavement to alert drivers to the possibility of pedestrians crossing the driveway.

#### 4.2. SERVICE FUNCTIONS

A. Service functions (e.g., deliveries, maintenance activities) should be integrated into the circulation pattern in a manner which minimizes conflicts with vehicles and pedestrians.

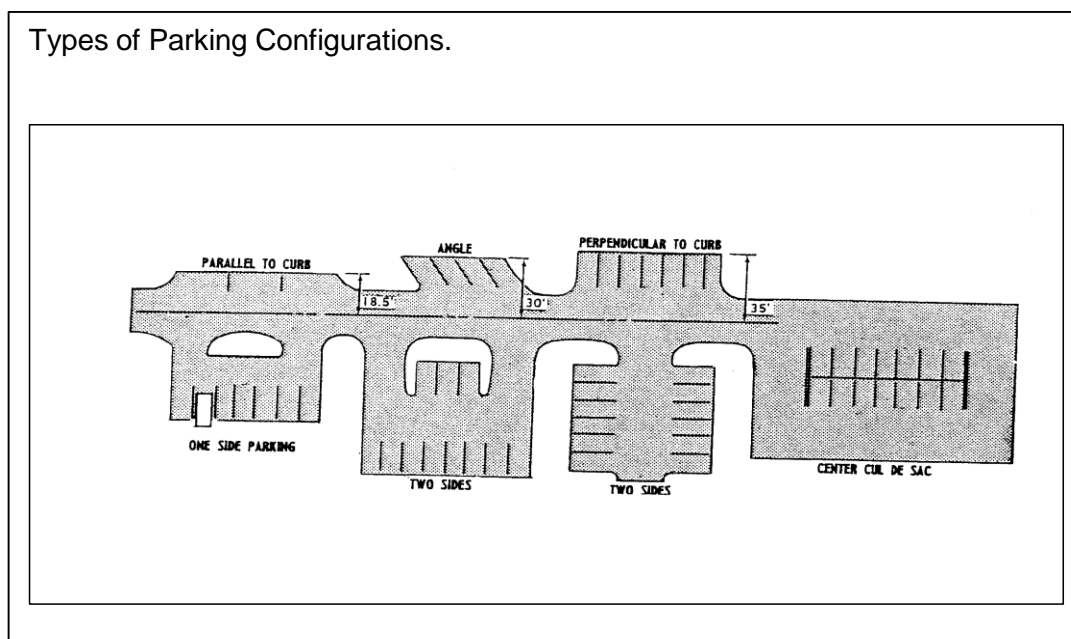


B. Access for service vehicles, trash collection and storage areas should be located on alleys where alleys exist. When no alley exists, access should be provided to the rear or sides of buildings being served.

C. Larger commercial developments should have service and loading areas separate from main circulation and parking areas.

#### 4.3. OFF-STREET PARKING

A. Any type of off-street parking configuration may be appropriate in the district, depending on site-specific development circumstances and objectives.



Source: DeChiara and Koppelman 1984.

B. Driveway entrances should provide a 100 foot deep clear zone between the pavement of Georgia 400 and the first parking space. On any other state highway or county road, the clear zone should be at least 60 feet.

C. The driveway entry "throat" of large shopping center parking areas shall provide at least forty feet of clear zone before a turning movement occurs to provide sufficient queuing room for cars entering off the street.

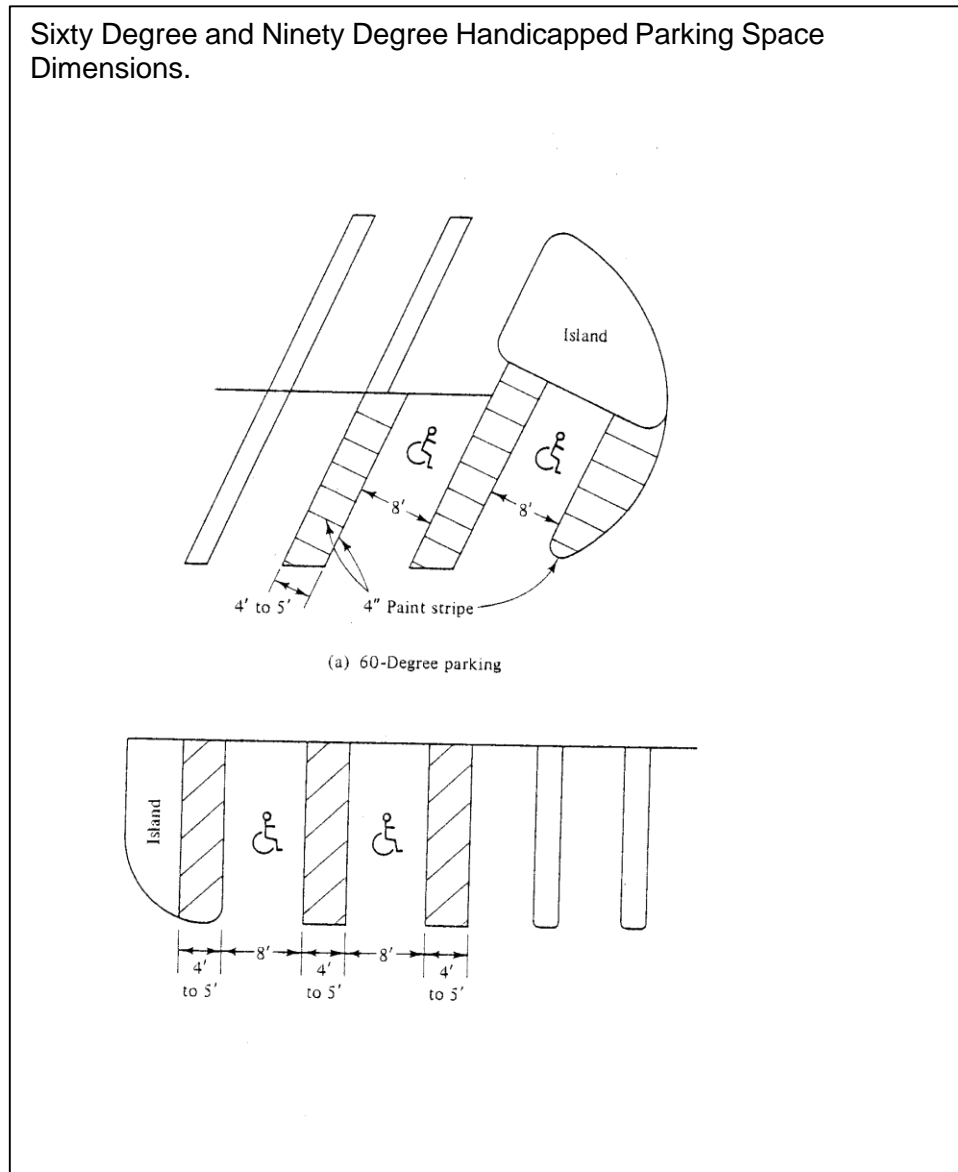
D. The visual impact and presence of vehicles should be minimized, preferably by siting parking areas to the rear or side of the property rather than along the principal street



frontage, or if siting options are limited, screening parking areas with vegetation and berms from views exterior to the site.

E. Where a parking area fronts directly on a public street, a continuous opaque screen should be provided. Said screen should be a minimum height of two feet.

F. Parking for the handicapped shall be provided in accordance with applicable codes.



## CHAPTER FIVE

### LANDSCAPE

#### 5.1. GENERALLY

A. Landscaped areas should be maximized within the viewshed of the highway and major streets.



B. All landscaping shall be continually maintained in a healthy and weed-free condition.

C. Tree and shrub planting should be grouped together to create strong accent points within the site plan unless circumstances dictate otherwise.

D. All plant materials should be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within three years of planting.

E. Landscaping of the site upon completion of the development shall be consistent, in terms of plant location, species, and size, with the landscape plan for the development as approved by the Planning and Zoning Director.

F. In certain prominent public areas, trees larger than the minimum may be required to create a strong design element.

G. All proposed shrubs except accent, color or ground cover planting should be a minimum of three (3) gallon size. Shrubs and ground cover plants should be spaced close enough together to ensure an attractive and mature planting effect.

H. Landscaping should consider potential benefits of conserving energy in buildings. This can be done by recognizing the sun exposure on the site and providing appropriate tree species in advantageous locations: deciduous trees on the southern exposure, coniferous and broadleaf evergreen trees along the eastern and western exposures, and evergreens along the northern exposure.

I. Trees should be carefully selected and located where they will complement the building elevation and should not block all retail storefront signage from view.

J. Tree species should be selected with root growth habits that will not cause damage to sidewalks, or such tree species should be sited away from such hardscape areas.

K. Utility easements should be landscaped.

L. Dense landscaping and/or architectural treatments should be provided to screen unattractive views and features such as storage areas, trash enclosures, transformers, generators, and other similar appurtenances.

M. Standards for transplanting should be in keeping with those established in the International Society of Arboriculture publication, "Tree and Shrub Transplanting Manual" or similar publication. Reference the American Association of Nurserymen publication "American Standard for Nursery Stock" (ANSI Z60, 1973) for plant material quality specifications. Reference the "Manual for Woody Landscape Plants" (Michael Dirr, 1983, Castle Books) or similar publication for information on tree species site requirements.

N. Properties in the south portion of the Georgia 400 corridor shall require a minimum landscaped coverage ratio of twenty (20) percent. Properties in the north portion of the Georgia 400 corridor shall require a minimum landscaped coverage ratio of thirty (30) percent.



Chestatee State Bank, SR 53 east of Georgia 400

- Excellent landscaped area with variety of color and materials.
- Areas between the right-of-way and the parking area and/or building should be attractively landscaped.
- This is a very good example of a recommended practice for landscaping.

## 5.2. BUFFERS

### 5.2.1. Buffers Abutting Residential Districts

Where commercial, industrial, office, or institutional development abuts an existing residential zoning district along a side or rear property line, minimum building setbacks and buffers shall be established according to the following table:

| Zoning District         | Minimum Building Setback Along Side or Rear Yard Abutting a Residential Zoning District | Minimum Buffer Along Side or Rear Yard Abutting a Residential Zoning District |
|-------------------------|---|---|
| Office or institutional | 40 feet   | 30 feet   |
| Commercial              | 50 feet   | 40 feet   |
| Industrial              | 60 feet   | 50 feet   |

Buffers required by this section shall be planted and maintained with sufficient density and vegetative material to effectively screen the adjacent residential use from the subject activities. Existing vegetation may be considered sufficient in meeting this requirement if the area is delineated on the landscape or development plan as a tree save area, is protected by the tree protection devices as prescribed by these guidelines, and provides sufficient screening. If an existing tree save area is proposed as a buffer but such area does not provide sufficient screening, said tree save area shall be supplemented with additional plantings until screening is achieved.

This buffer requirement shall not apply to residential development that is developed as a part of a mixed-use development.

#### 5.2.2. Buffers Along Georgia 400 Right-Of-Way In North Portion of Corridor

Where a commercial, industrial, office, or institutional development abuts Georgia 400 in the north portion of the corridor, there shall be a minimum thirty (30) foot wide buffer (natural undisturbed, planted, or both) according to standards provided by these guidelines. The buffer shall provide a visual screen for at least sixty percent (60%) of the length of the property frontage.

#### 5.2.3 Buffer Standards

| Tree Type           | Height       | # of Rows & Spacing | Center to Center Spacing | Notes   |
|---------------------|--------------|---------------------|--------------------------|---|
| Leyland Cypress     | 5-6 ft.      | 2 / 10-12' apart    | 10-12 ft.                | Requires pruning after 2 years  |
| Hemlock, White Pine | 8-10 ft.     | 2 / 8-10' apart     | 8-10 ft.                 | Border line range   |
| Virginia Pine       | 5-6 ft.      | 2 / 8-10' apart     | 8-10 ft.                 |   |
| Eleagnus            | 42 in. min.  | 2 / 8' apart        | 8 ft.                    | Specify fruitland variety   |
| Holly               | 6-8 ft. full | 2 / 6-8' apart      | 6-8 ft.                  | Specify Standard Burford, Nellie R Stevens, American or Greenleaf variety |
| Magnolia            | 6-8 ft.      | 2 / 8-10' apart     | 10-12 ft.                |   |

The above specifications are intended to be illustrative and not intended to be applied rigidly. Furthermore, the number of rows of landscaping needed depends on the required width of the buffer. Vegetative material used in meeting the requirements for buffering should be of a height and mass that meets or exceeds the vegetative material suggested in the buffer standards table above.

### 5.3. Right-Of-Way Frontage Planting Strips

This section applies to all properties fronting a public street, whether a county road, local public frontage road, or state highway, including Georgia 400; provided, however, that the buffer requirement in the north portion of the Georgia 400 corridor as specified in Section 5.2.2. of these guidelines shall supersede the requirement for a right-of-way frontage-planting strip specified in this section.

A. Provide a planting strip along the entire frontage of all road rights-of-ways with a minimum depth from the street right-of-way line into the interior of the property as follows.

| Zoning District          | Depth of Strip Adjoining Street Right-Of-Way (feet) |
|--------------------------|---|
| Multi Family Residential | 20 Feet   |
| Commercial               | 10 Feet   |
| Industrial               | 10 Feet   |

B. Trees equivalent to at least one three inch caliper tree for every thirty (30) linear feet of length shall be saved or planted in such strips (trees may be planted in groups rather than in a single line). Any trees placed between the right-of-way line and the construction area (the buildings, accessory uses, and parking area) may be considered to be in the planting strips. (See Detail 1 – Frontage Planting Strips)



The Dawson 400 shopping center's frontage on the west side of Ga. 400

Some of the area shown is right-of-way. The grassed area is planted with a few trees, but the landscaping should be more dense and varied in high visibility areas of the corridor.

#### 5.4. TREE PROTECTION

A. When a choice is available as to which existing trees to save, emphasis should be given to the preservation of significant trees, even isolated individual trees, over the retention of other trees. Non-significant trees, however, should be saved in stands rather than as individual trees scattered over a site.

B. All tree save areas must be delineated on the landscape plan.



Chestatee State Bank, SR 53 east of Georgia 400

- The developer of this site made a conscious effort to save two trees. Tree save areas should be identified for significant trees, and such areas should be integrated into the development (i.e., the parking lot and building are designed around the tree save area).
- The tree save area on this site is another very good example of a recommended practice.

C. All buffers with existing trees should be delineated on plans as tree save areas, unless the applicant clearly demonstrates the need for disturbance.

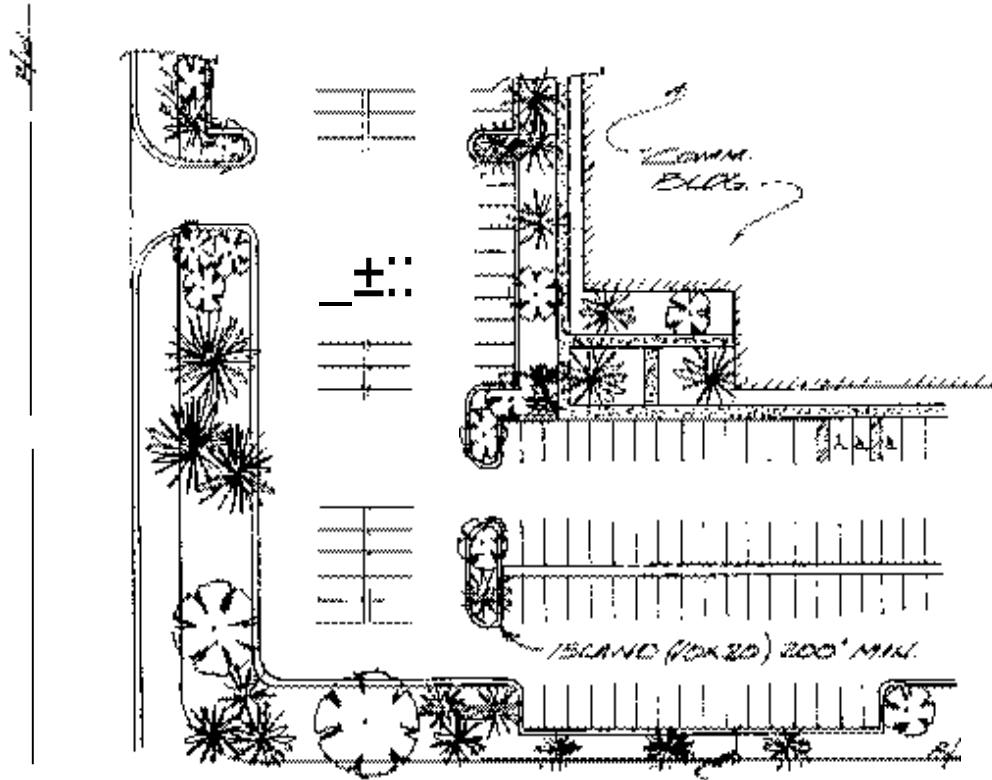
D. Tree protection devices are necessary to eliminate activities detrimental to trees and are strongly recommended to guard against: soil compaction in the critical root zone resulting from heavy equipment, vehicular or excessive pedestrian traffic, or storage of equipment or materials; root disturbance due to cuts, fills or trenching; wounds to exposed roots, trunks or limbs by mechanical equipment; and other activities such as chemical storage, etc. Tree protection devices should be installed as shown on the

landscape plan or otherwise completely surrounding the critical root zone of all trees to be preserved. The location and installation of all tree protection devices should be installed prior to or concurrent with the issuance of the construction permit for clearing and/or grading.

E. Active tree protection should consist of chain link, orange laminated plastic, wooden post and rail fencing or other equivalent restraining material (See Details 2 & 3-- Active Tree Protection & Active Tree Protection/CRZ). Passive protection should consist of heavy mil plastic flagging of a bright color or equivalent signage on a continuous, durable restraint sufficient to delineate the bounds of any tree protection or save areas.

F. All tree protection devices should be installed prior to or concurrent with any clearing, grubbing or grading. Tree protection devices need to remain in functioning condition throughout all phases of development and may be subject to inspection by the county.

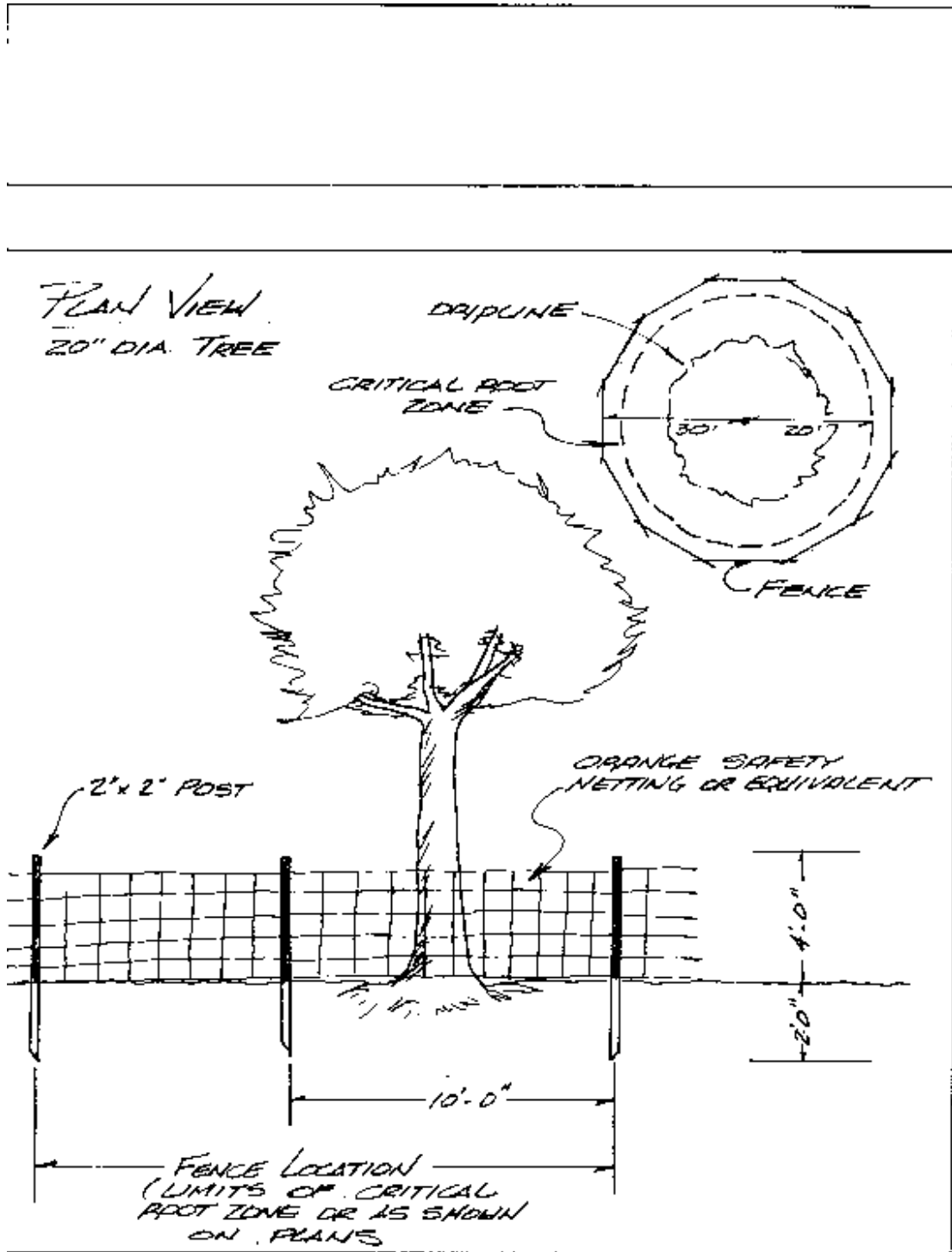
G. All tree protection zones should be designated as such with "Tree Protection Area" signs posted visibly on all sides of the fenced-in area. These signs are intended to inform subcontractors of the tree protection process. Signs requesting subcontractor cooperation and compliance with the tree protection standards are recommended for site entrances (See Detail 4, Tree Protection Area Signage).



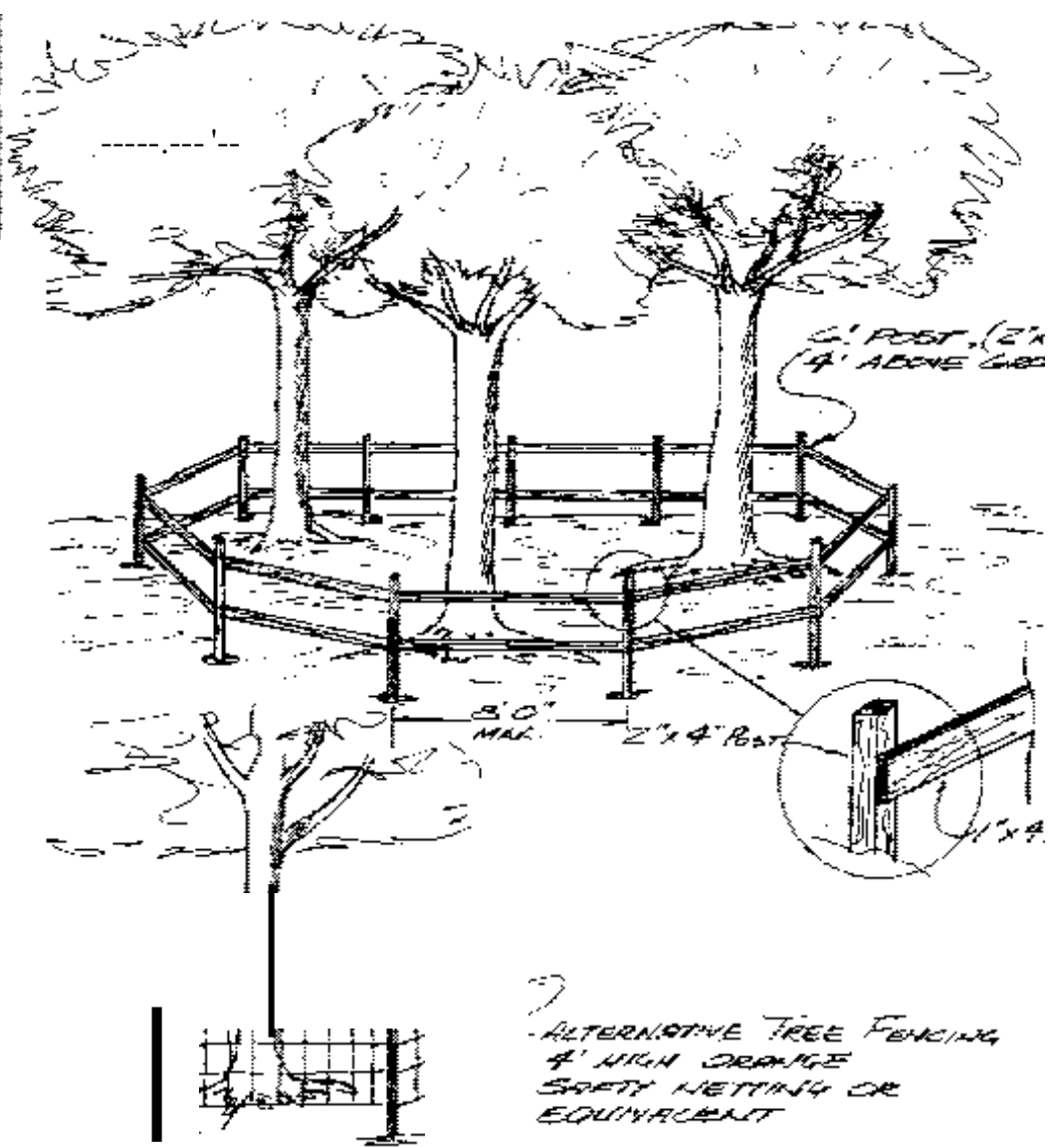
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### Dawson County GA 400 Corridor Tree Preservation Standards Detail No. 3 Active Tree Protection



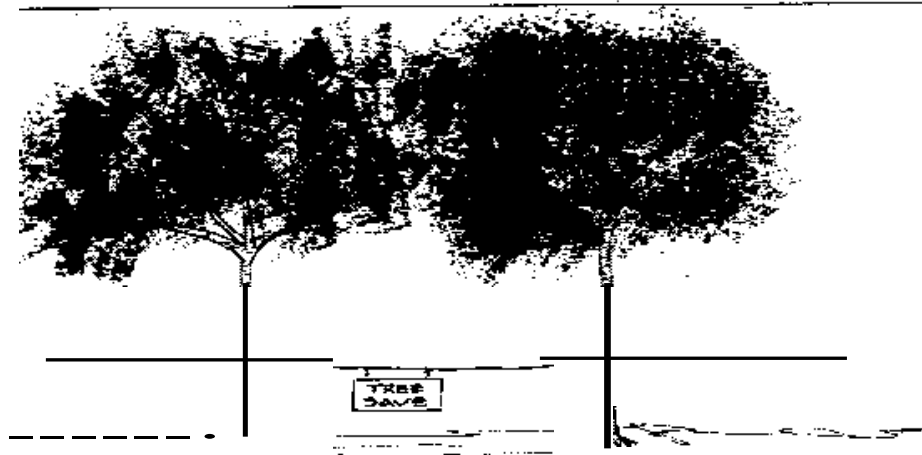
Dawson County GA 400 Corridor  
Tree Preservation Standards Detail No. 4  
*Tree Protection Area Signage*



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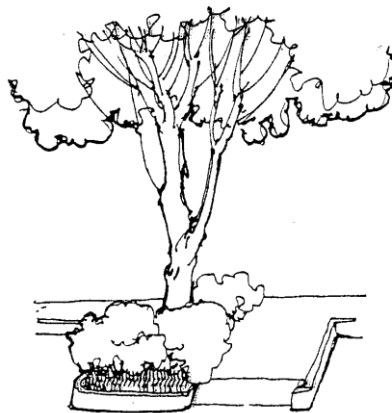
*TYPE 'B'*

## 5.5. PARKING LOT LANDSCAPING

A. Parking lots that face a street should be partially screened from the street by a low fence, wall, hedge, berm, or vegetated buffer. If a parking lot fronts an arterial or major collector street, and is of such a size that it dominates views from the fronting arterial/collector street and detracts from the overall streetscape and community appearance, then the parking lot should be screened or buffered with vegetation in its entirety from view along the fronting roadway(s) within the required right-of-way frontage planting strip (see section 5.3).

B. Landscape islands containing at least one overstory tree or two understory trees planted in each landscape island, shall be provided within parking areas with ten (10) or more spaces and located in such a manner so as to divide and break up the expanse of parking area. Where required, one landscape island shall be located at the end of each row of parking spaces in the interior of the parking lot. In addition, one parking lot landscape island shall also be provided for every 150 linear feet of parking spaces, whether at the periphery or in the interior of the parking lot. Each landscape island shall be of sufficient shape and size so that one overstory tree or two understory trees will fit within the island. No portion of an island shall be less than three feet in width.

Each landscaped parking lot end island should have at least one overstory shade tree (shown), or two understory trees.



Source: DeChiara and Koppelman 1984.

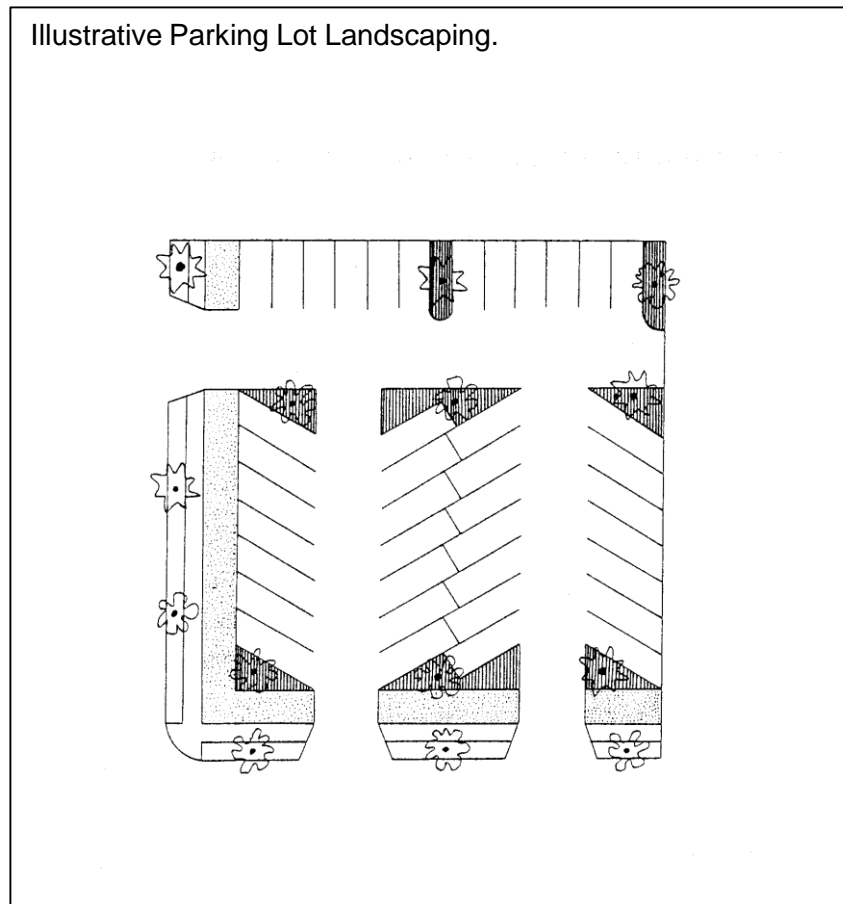


North Fulton Hospital, Roswell

An excellent example of a mature, evergreen screen between the highway and the front parking lot. Cars parked in this lot are not visible from the highway, a recommended practice.

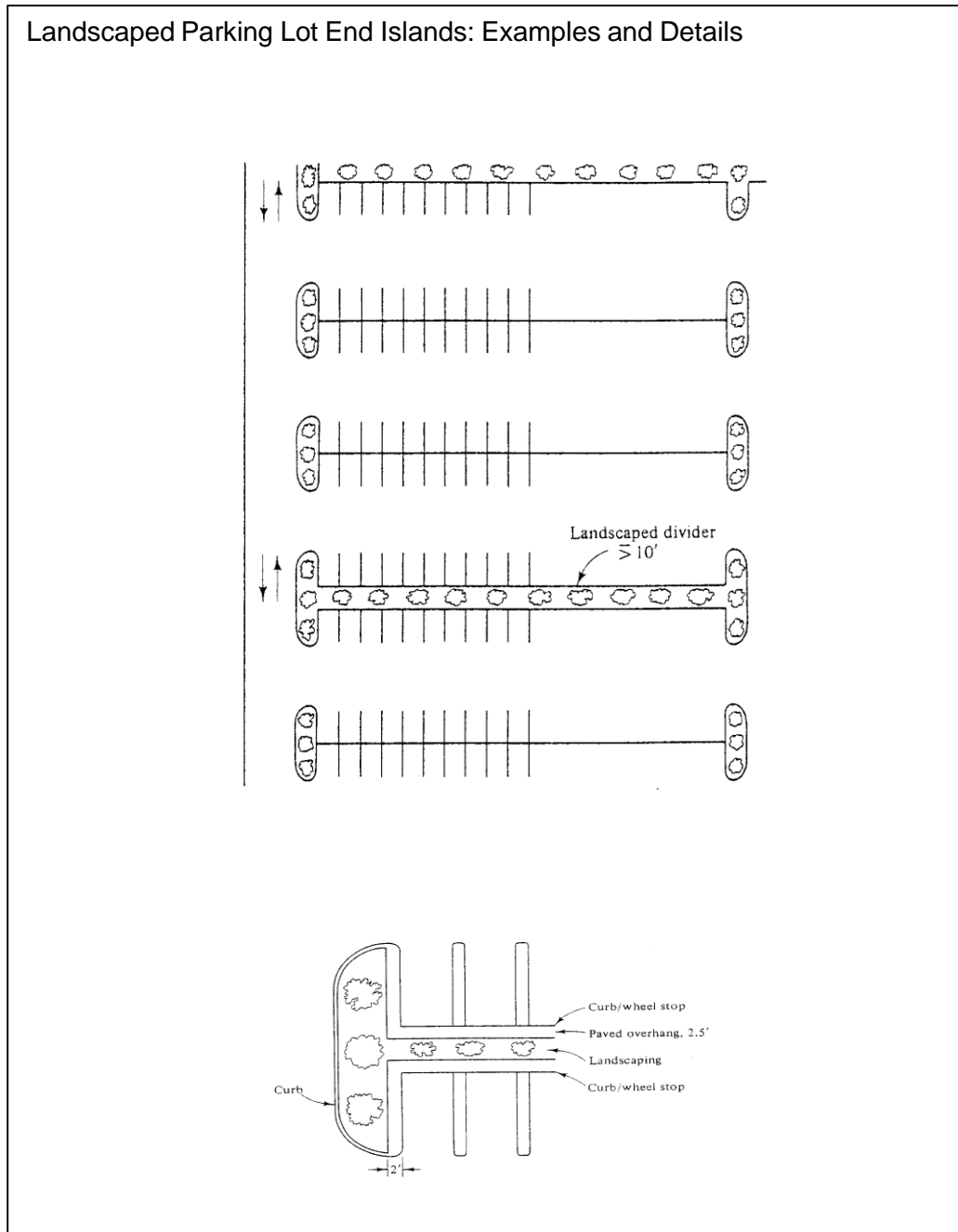


A second perspective on the mature, evergreen hedge that screens the front parking lot of the hospital.



C. Landscaping should permit adequate sight distance for motorists and pedestrians entering and exiting a site and should not interfere with circulation patterns.

D. Curbing should be used at the edges of all planters and paving surfaces adjacent to vehicle circulation or parking areas. Vehicle overhang above or into landscape areas should be avoided unless wider or larger planting areas are provided to accommodate such instances. Landscaping should not be installed in areas of potential vehicle overhang.



Source: Stover and Koepke 1988.



Kroger Shopping Center at GA 400 and SR 53

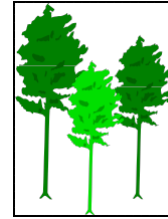
A close look at the stripe-painted parking stall end island. This area should have been curbed and planted with a street tree and shrubs to soften the impervious environment. Also note that a painted end island serves little if any purpose of access direction. Motorists will drive across painted end islands and also park in them if the lot is full, thereby restricting the vision of motorists.



Shopping center, Alpharetta Highway, Roswell

Contrast this shopping center parking lot with those typically found in Dawson County. Rather than being simply painted, the parking lot end islands are curbed, striped, and filled with low-lying shrubs and some shade trees (recommended practices).



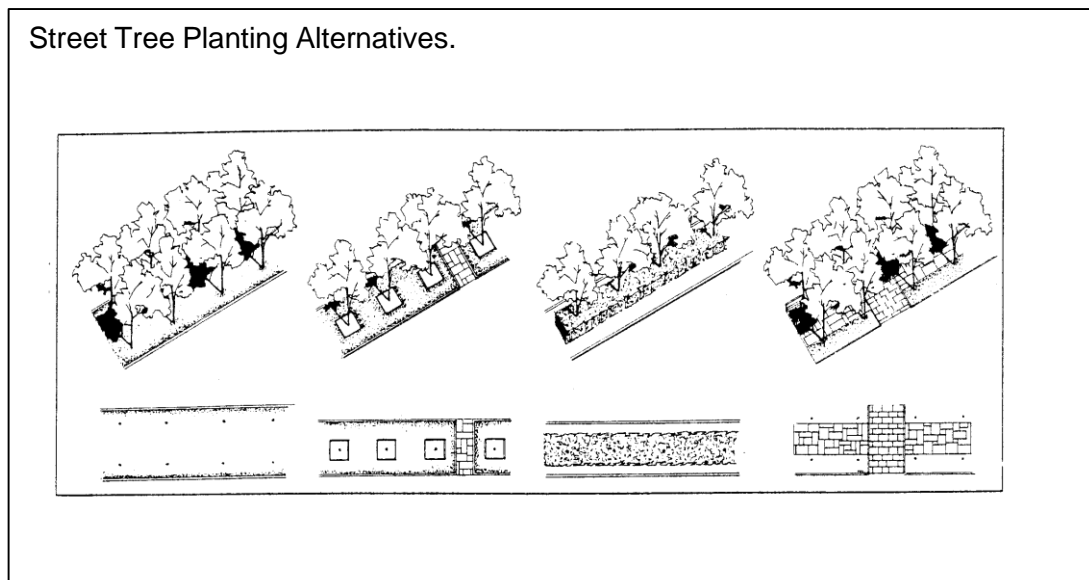


## 5.6. STREET TREES

A. In the north portion of the Georgia 400 corridor, street trees shall be installed in the public right-of-way of local streets for all development within non-residential districts, subject to the approval of the County Engineer.

B. Unless unusual circumstances prevail, all street trees or parking lot trees should be a minimum 15-gallon size. Street trees should normally be overstory, non-ornamental, with a minimum three-inch caliper planted at 75-foot intervals. Sugar maple is the preferred street tree. In the south portion of the Georgia 400 corridor, street tree planting should strive to achieve the look of a manicured landscape by planting; toward this end, street trees may be grouped rather than spaced at regular intervals.

C. In lieu of street trees in the south portion of the Georgia 400 corridor, a right-of-way planting strip as required by these regulations should contain landscaping with a minimum caliper of three inches planted thirty feet on center.



Source: Bishop 1989.

D. In commercial areas, street trees along driveways and other access roads should be provided in addition to any proposed on-site landscaping to provide shading, visual enhancement, and continuity for the streetscape.

E. Street tree placement should include consideration for vehicle line of sight, entrance and exit curb cuts, street light and traffic control devices, and other site specific conditions. Street trees should be planted in a manner so that when they reach maturity they will not conflict with the visibility of signs.

F. Street trees should be pruned from grade to a minimum height of seven feet, six inches to allow visibility of buildings and sufficient vertical clearance.



Northmeadow Office Park, Roswell

Recommended practices for business parks and access roads. An attractive, heavily landscaped road median in a business/industrial park. Trees planted some 15 years ago now have matured to provide an inviting canopy.

#### 5.7. IRRIGATION

A. Water-intensive landscaping, such as turf grass, should be concentrated in areas of high visibility and use. The combined square footage of turf grass and decorative water (e.g. fountains, ponds, etc.) should be minimized to reduce water use and evapotranspiration.

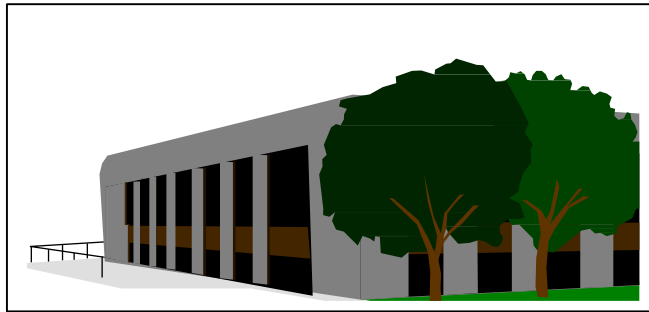
B. Plant materials should be chosen which grow well in the localized climate and the given soil conditions without requiring excessive irrigation.

C. A plan for an automatic irrigation system should be provided as appropriate to insure that all plants receive adequate water for healthy growth. Irrigation systems should be provided for all planted areas that are under roof overhangs.

#### 5.8. Landscaping, Additional Requirements

See Dawson County Buffer, Landscape, and Tree Ordinance.

## CHAPTER SIX ARCHITECTURE OF PRINCIPAL BUILDINGS



### 6.1. GENERALLY

A. Architectural design should be compatible with the developing character of the neighboring area. Design compatibility includes complementary building style, form, size, color, materials, and detailing.

B. The relationship of a building to its site, the public right-of-way and adjacent buildings is one of the most important components of successful urban design. The appearance of a building with respect to the street and other surroundings should be considered. If the building is much different in elevation from adjacent buildings and improvements, it will look out of place.

C. The designer should consider each of the following contexts as part of the design process:

1. Size (the relationship of the project to its site)
2. Scale (the relationship of the building to those around it)
3. Massing (the relationship of the building's various parts to each other)
4. Fenestration (the placement of windows and doors)
5. Rhythm (the relationship of fenestration, recesses and projections)
6. Setback (in relation to setback of immediate surroundings)
7. Materials (their compatibility with the historic district)
8. Context (the overall relationship of the project to its surroundings)

### 6.2. STYLE

A. Diversity of architectural design should be encouraged. "Theme" or stylized architecture which is characteristic of a particular historic period or trend is not encouraged, unless the existing building or site is historically important to the district or necessary for architectural harmony.

B. Multiple buildings on the same site should be designed to create a cohesive visual relationship between the buildings.

### 6.3. EXTERIOR MATERIALS

A. All sides of a building may impact on its surroundings and should be considered for treatment with an architectural finish of primary materials (i.e., brick and stone). As a ~~general rule~~ **requirement**, front facades ~~should~~ **shall** be at least **eighty (80)** percent brick and/or stone. Side facades ~~should~~ **shall** be at least **fifty (50)** percent brick and/or stone. **Unless clearly visible from a road way, Rear rear** facades do not have a minimum requirement for primary materials and can consist entirely of secondary materials (e.g., stucco). Tertiary materials (i.e., wood and metal) should be used for decorative elements and trim only. **If the rear façade is visible from the road, it shall be comprised of at least fifty (50) percent brick and/or stone.**

B. Exterior building materials on the primary structure ~~should~~ **shall** not include smooth-faced concrete block, tilt-up concrete panels, or prefabricated steel panels.

C. The following types of building materials are ~~highly discouraged~~ **prohibited**: highly reflective, shiny, or mirror-like materials; mill-finish (non-colored) aluminum metal windows or door frames; exposed, unfinished foundation walls; exposed plywood or particle board; and unplastered, exposed concrete masonry blocks.

D. All exterior facades of a structure located on an outparcel of a larger development ~~should~~ **shall** be considered ~~primary~~ **front and side** facades ~~only~~ and ~~should~~ **shall** employ architectural, site, and landscaping design elements which are integrated with and common to those used on the primary structure on the site. Common design elements should include colors and materials associated with the main structure or structures on the larger development.

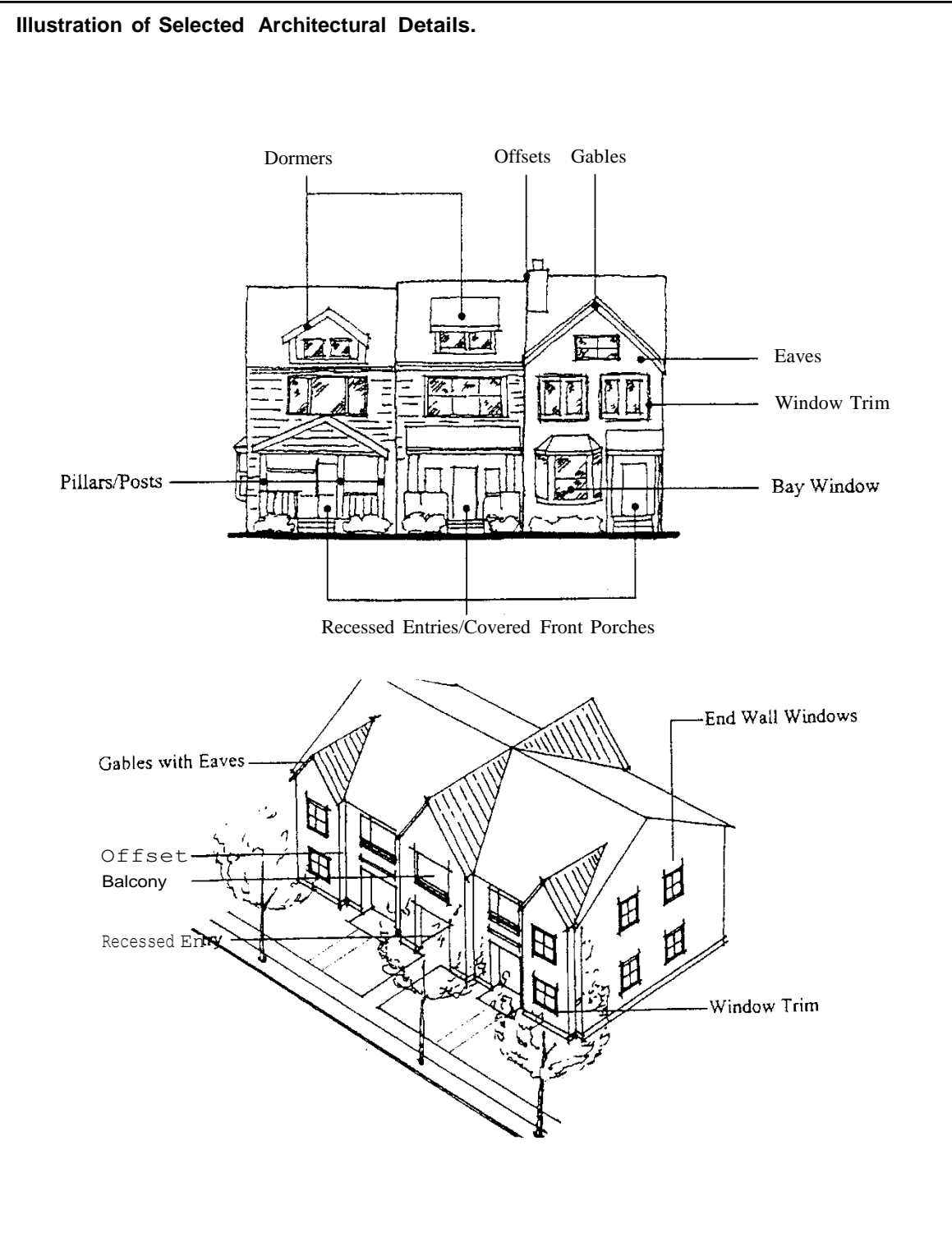
E. ~~Buildings that are stylized in an attempt to use the building itself as advertising should generally be discouraged, particularly where the proposed architecture is the result of a "corporate" or franchise style.~~ **Buildings that are stylized as part of a required corporate or franchise look that cannot meet the requirements in 6.3.; may appeal to the Planning Director in writing and provide compelling documentation as to why relief to these requirements should be granted. Documentation required shall include but not be limited to: proposed exterior elevations of proposed building(s) with material(s) breakdown in percentages; images and documentation showing how the proposed deviation shall not undermine the policies and intent of this ordinance; and if approved, only the minimum amount of relief shall be granted.**

F. All vents, gutters, downspouts, flashing, electrical conduits, etc., should be painted to match the color of the adjacent surface, unless being used expressly as a trim or accent element.

G. Soffits and other architectural elements visible to the public but not detailed on the plans should be finished in a material compatible with other exterior materials.

H. Material or color changes generally should occur at a change of plane. Piecemeal embellishment and frequent changes in material should be avoided.

I. Approved address numbers should be provided so that they are legible to the public from the street fronting the property.



Source: Oregon Transportation and Growth management Program 1999b.



Kroger Shopping Center at GA 400 and SR 53

- The rear side of the shopping center consists of a finished but monotonous wall. Although not visible to the general public unless they drive around to the rear of the shopping center, because of the lack of visual screening, adjacent residents will be able to view this wall.
- A horizontal accent stripe (a 4-6 foot wide stripe of different color) could help to reduce the monotonous color and even give an appearance of breaking up the continuous nature of the building wall.



Former Sam's Club big box, Alpharetta Highway, Roswell

Recommended practice. An excellent example of a line of mature trees that almost entirely screen what would otherwise be a large, imposing side wall of a big box.



Chestatee State Bank, SR 53 east of Ga. 400

This building is well articulated. The façade varies in its setback and there are a variety of pitched rooflines. The columns help to define a welcoming entrance to the building.



Dawson 400 shopping center

Close up view of an attractive brick façade. Benches are strongly recommended to provide comfort to pedestrians. However, advertising on benches is strongly discouraged if not prohibited.

#### 6.4. COLORS

A. Facade colors should be low reflectance, subtle, neutral, or earth tone colors. High-intensity colors, metallic colors, black, or fluorescent colors should not be used. Building trim and accent areas may feature brighter colors, including primary colors, provided that the width of the trim should not exceed four (4) feet.

B. Building colors should be carefully chosen so that each building complements that of its neighbors. Colors can be classified as the "base" color (used on the majority of the building surface), "trim" color (used on the window trim, fascia, balustrades, and posts), and "accent" color (used on signs, awnings, and doors). The base color should consist of more subdued earth tones or brick shades. Trim colors should have contrasting lighter or darker shade than the base color. If natural brick is used, it should not be painted.

#### 6.5. AWNINGS AND CANOPIES

A. The use of awnings on buildings are recommend so as to provide much needed protection from sun, wind, and rain, and to improve aesthetics of the building exterior.

B. Awnings are recommended to be constructed with a durable frame covered by a canvas material. Awnings that are backlit through translucent materials may be acceptable but are not particularly encouraged. Aluminum and other metal canopies are acceptable in most instances, particularly when integrated into shopping center designs. Flameproof vinyl, canvas or metal awnings and canopies may be used.

C. Solid colors are preferred over striped awnings, but striping is permitted if colors compliment the character of the structure or group of buildings.

D. Awnings are encouraged for first floor retail uses to provide architectural interest and to encourage pedestrian activity. Where awnings are used, they should be designed to coordinate with the design of the building and any other awnings along the same block face.

#### 6.6. PARAPETS

Parapets should not be unbroken on any given side of a building for more than one hundred feet. Parapets with greater distances should be articulated by indentations and modulations or by the additions of elements such as ballustrades or other exterior members.

#### 6.7. CORNICES

Cornice lines should be provided at the appropriate story of multi-story buildings, with architectural detailing compatible with the building design.





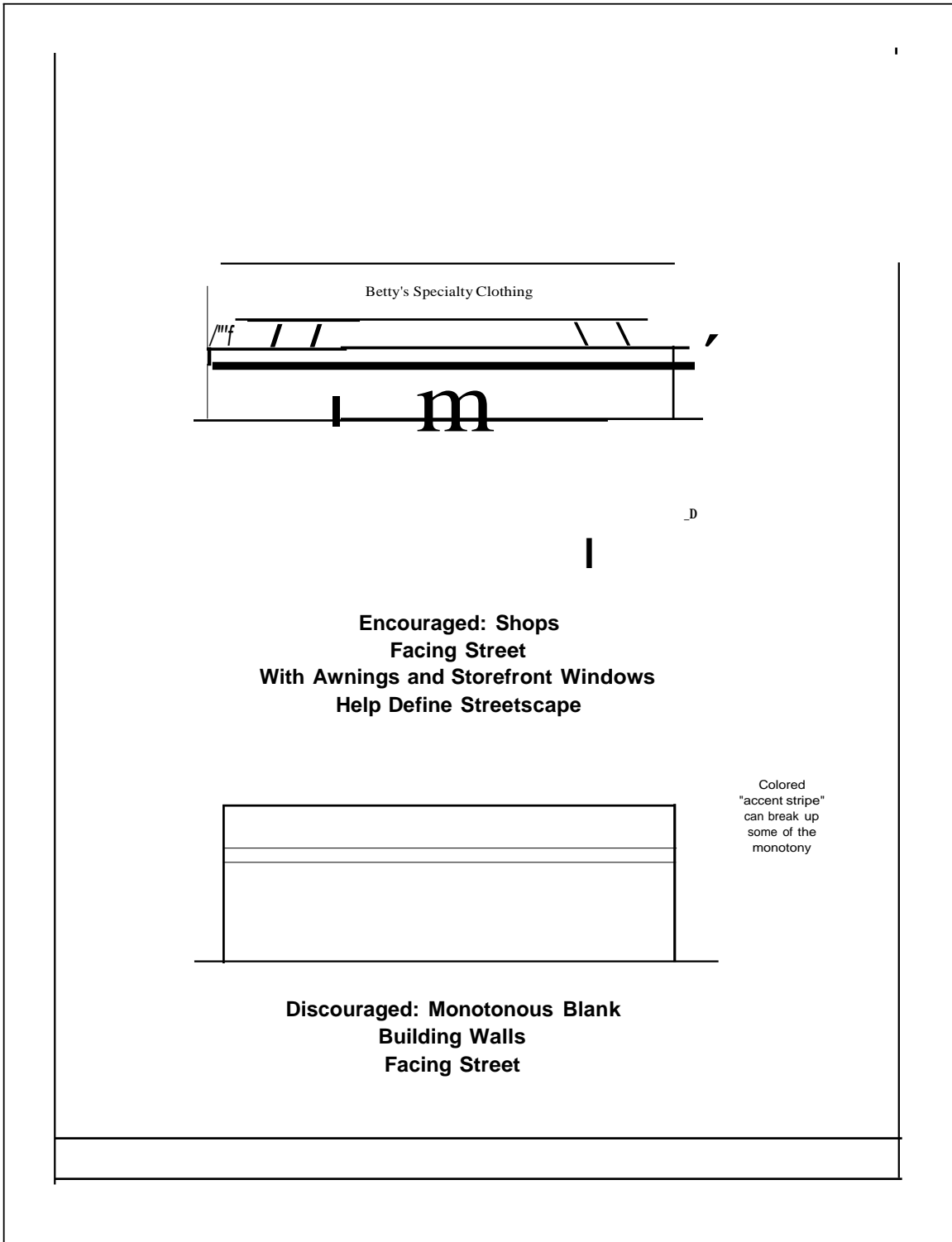
Dawson 400 shopping center at Ga. 400 and SR 53 (southwest quadrant)

- Attractive two story structure with an effective awning.
- Brick planter boxes in the front add attractiveness to the streetscape.
- Ground level windows in pedestrian retail districts should normally be larger than the windows for the second story use.



Shopping center northbound on Ga. 400 north of SR 136

- The gabled (pitched) roof of the canopy structure and the embellishment at the top of the structure add architectural interest, but the support beams are exposed.
- Canopy overlighting should be recessed into the roof structure rather than protruding below the plane of the canopy ceiling.





Kroger Shopping Center at GA 400 and SR 53

The continuous building façade is broken up by varying the façade setback. While the awning does not necessarily need to be continuous, the same type of awning found in the left side of the picture could have been extended along the portion of the façade that houses the shopping carts and coke machines (the section of building to the left of the Kroger sign).



An attractive and well articulated façade at the Dawson 400 shopping center

- The entrance to Dollar General is a distinct architectural feature.
- Pitched metal colored roof with cornice and brick façade are appropriate (recommended practices).
- Use of gables adds further architectural interest. However, the gabled façade on the Ace Hardware tenant space is "false" in the sense that it is not fully integrated into the pitched roof (note the exposed support pole, discouraged practice).

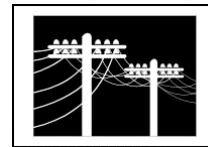
## CHAPTER SEVEN

### ACCESSORY STRUCTURES, USES, AND AREAS

#### 7.1. GENERALLY

A. Unattractive project elements such as storage areas, transformers, generators and similar features ~~should~~ **shall** be sited in areas ~~which are generally~~ not visible from the street and must ~~also~~ be screened from view. **Any deviation shall be reviewed case by case and subject to the Director of Planning and Development.**

B. Electrical transformers which are installed as part of a new project shall be located to the rear of the site or other remote area, or placed underground. Existing transformers located at the front of the site shall be screened by substantial landscaping and/or an architectural barrier.



C. Utility lines are required to be undergrounded.

#### 7.2. TRASH ENCLOSURES

A. Trash enclosures shall be **gated and** constructed of sturdy, durable, opaque materials (with trash receptacles screened from view) which are designed to be compatible with the project architecture ~~and should use similar materials.~~ **Chain link fencing is not allowed.**

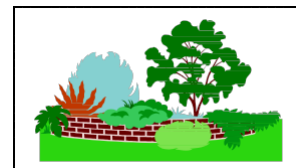
B. Trash enclosures should include adequate, accessible and convenient areas for collecting and loading recyclable materials.

#### 7.3. MECHANICAL EQUIPMENT

Rooftop mechanical and electrical equipment shall be screened from public view by building elements that are designed as an integral part of the building architecture.

#### 7.4. FENCES AND WALLS

A. All walls or fences fifty feet in length or longer, and four feet in height or taller, should be designed to minimize visual monotony through changes in plane, height, material or material texture or significant landscape massing.



B. Chain link fencing is discouraged. Use of special fencing design or materials should be discussed in cases where site security is paramount. If used, it should be vinyl coated (black or green colored vinyl encouraged).

C. Wooden fences should be painted or stained in an appropriate fashion and should not normally exceed a height of six feet.

D. The design of fences and walls should be compatible with the architecture of the main building(s) and should use similar materials.



Shopping center northbound on Ga. 400 north of SR 136

Dumpster is screened with a solid wooden fence. Although screening of dumpsters is a recommended practice, its disrepair has resulted in the trash enclosure becoming an eyesore. The mesh screen over the top adds to the unkempt appearance. Trash collection areas must be kept clean from debris.



Northmeadow Office Park, Roswell

Recommended practice for screening dumpsters. The dumpster is enclosed on three sides with a solid decorative block wall, approximately eight feet high, that matches the primary building on the site. Doors allow for the complete enclosure of the receptacle area. The dumpster area is kept free from debris.



CVS pharmacy on north side of SR 53 west of Ga. 400

- Dumpster area is screened with chain link fence containing inserts for partial screening. While it is well maintained, this type of enclosure does not provide 100 percent screening and is therefore not a recommended practice.
- The utility structure is not screened (discouraged practice) and should be located in a more remote portion of the site and screened.



Kroger Shopping Center at GA 400 and SR 53

Newspaper and magazine recycling collection boxes intrude on parking area. Recycling collection areas should be anticipated and better integrated into shopping center developments. Areas selected for recycling collection must have adequate truck access.



Dawson 400 shopping center

Utility structure is not screened (discouraged practice)



Shopping Center, Alpharetta Highway, Roswell

Recommended practice. The utility cabinet is barely visible, painted a dark green color to blend in with surroundings, and tucked into a remote location of a dense natural area.

## CHAPTER EIGHT

### COMMERCIAL DEVELOPMENT

#### 8.1. GENERALLY

A. Commercial buildings should be compatible in scale, mass, and form with adjacent structures and the pattern of the surrounding area.

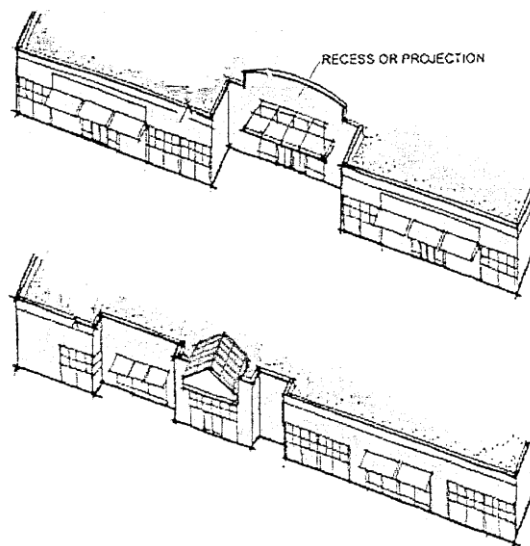
B. Efforts to coordinate the height of buildings and adjacent structures are encouraged. This is especially applicable where buildings are located very close to each other. It is often possible to adjust the height of a wall, cornice or parapet line to match that of an adjacent building. Similar design linkages such as window lines should be placed in a pattern that reflects the same elements on neighboring buildings.

C. Long or continuous wall planes should be avoided, particularly in the pedestrian activity areas, where buildings should exhibit more detail and elements appropriate for close range pedestrian view.

D. Outside of pedestrian retail districts, building surfaces over two stories high or fifty feet in length should be relieved with changes of wall plane that provide strong shadow or visual interest.



Recesses and Projections.





## 8.2. PEDESTRIAN RETAIL DISTRICTS

A. The urban design objective of pedestrian retail districts is to create a high quality, pedestrian scale, and walkable areas with a traditional downtown atmosphere. Site and building design should address pedestrian needs and develop creative approaches to improving pedestrian interest, access and enjoyment.



Residential uses when mixed with commercial shops provide for active neighborhoods.

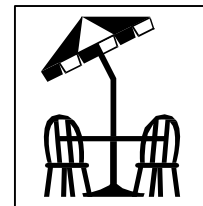


Source: Oregon Transportation and Growth Management Program 1999b.

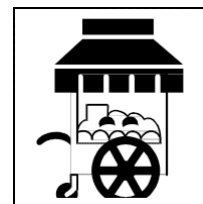
B. Frontage design and signage locations should be coordinated with streetscape landscaping and street trees.

C. Building frontages should be active, with large nonreflective minimally tinted window openings at ground level.

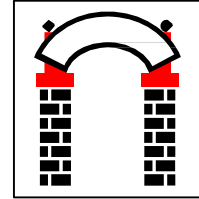
D. The ground level front elevation of the building, outdoor eating, and activity areas should be placed on or near the front property line to maintain the continuity of the street edge, or in alignment with adjacent property frontage. Outdoor seating and dining areas that face onto the street are encouraged.



E. Street vendors are encouraged to add activity and interest to pedestrian areas.



F. Pedestrian open spaces such as covered walkways, courtyards and plazas are encouraged, as well as the development of open and attractive passageways between buildings and blocks.

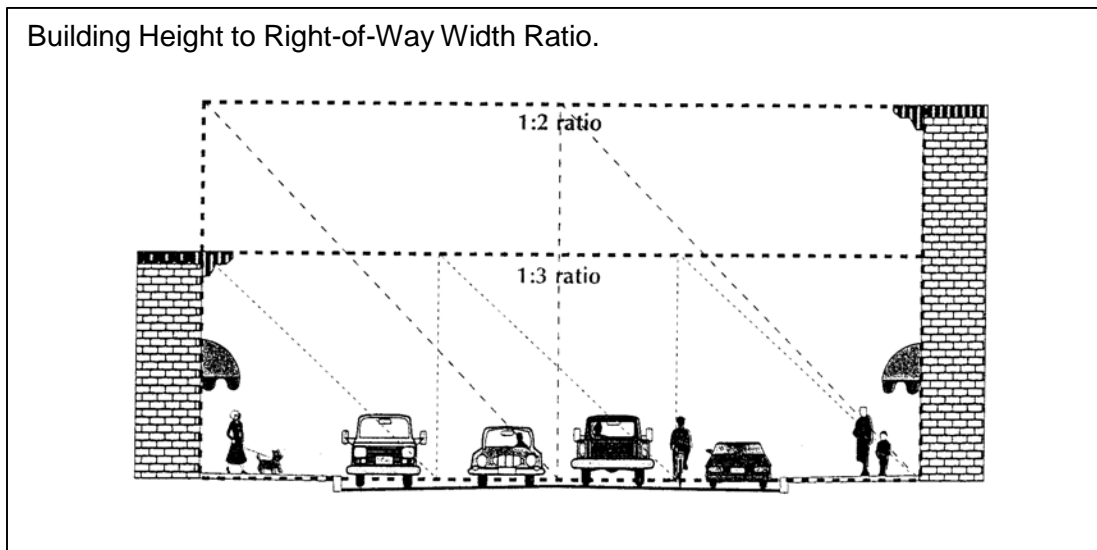


G. Gaps created in the street wall by parking or other breaks in buildings should be minimized or eliminated.

H. The sequence of continuous pedestrian activity should not be interrupted. Blank walls and other "dead" or dull spaces at the street level should be avoided. Visually interesting activities at the sidewalk edge should be maintained and/or established to engage pedestrian interest.

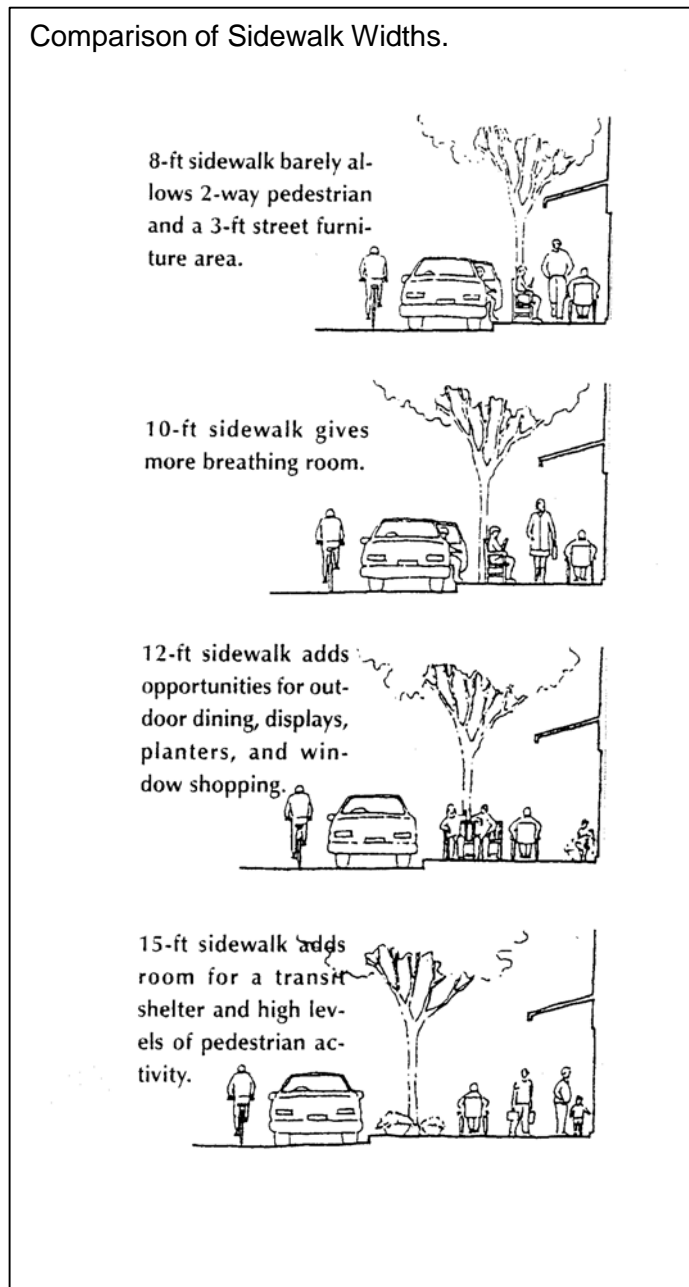
I. When alley access is not possible, driveway openings along public streets should be minimized and should be located on the street with the least traffic volume.

J. Large structures should be designed to reduce their perceived height and bulk by dividing the building mass into smaller-scale components. The ratio of building height to right-of-way width should not exceed 1:3.



Source: Oregon Transportation and Growth Management Program 1999a.

K. Sidewalk space should be at least ten feet in width, with street trees planted in a rhythmic pattern.



Source: Oregon Transportation and Growth Management Program 1999b.

L. All developed sites should provide at least one continuous, on-site intra-parcel walkway of at least five feet in width to connect sidewalks adjoining rights-of-way to the main entrance(s) of that property's building(s), in compliance with the Americans with Disabilities Act (ADA).

M. The rear of existing buildings should be enhanced, where appropriate, to improve public access from parking lots and service alleys.

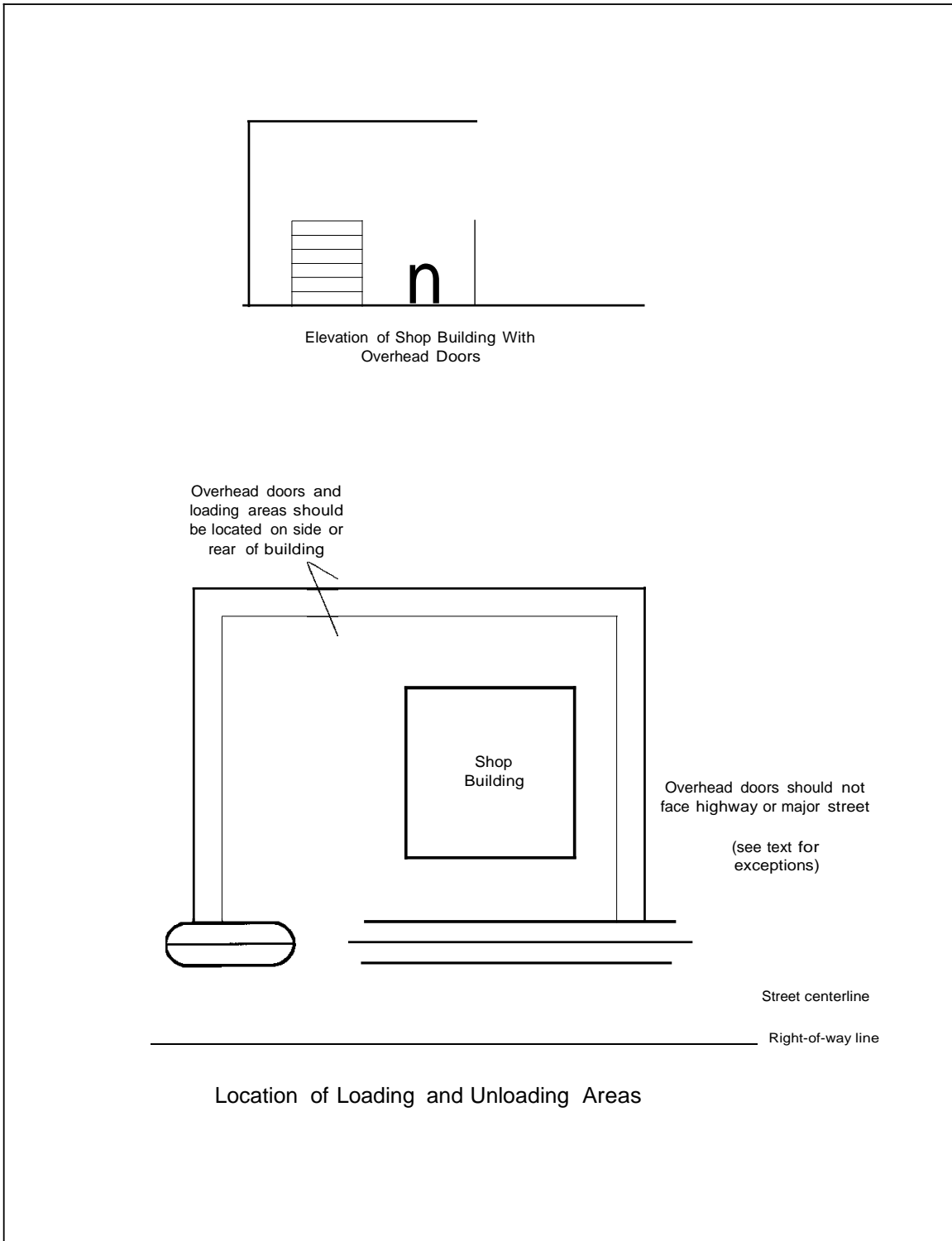
### 8.3. AUTOMOBILE SALES, PARTS, AND SERVICE ESTABLISHMENTS

- A. The service area and/or service bays ~~should~~ **shall** be screened or sited so they ~~are not visible~~ **as to limit visibility** from the street.
- B. Vehicles under repair shall be kept either inside a structure or in an area which is screened from views from the street.
- C. Service areas shall provide adequate queuing space that does not impede vehicle circulation through the site or result in vehicles stacking into the street.
- D. Perimeter fencing, security fencing, or gateways shall be constructed of attractive materials which are compatible with the design and materials used throughout the project. Razor wire or electric fencing should not be allowed and chain link fencing is strongly discouraged.



Express Lube, Alpharetta Highway, Roswell

Discouraged practice. Auto service facilities should not have their service bays facing street, and parking for all uses should be located to the side or rear of the building rather than in the front yard.





NAPA auto parts store on the south side of SR 53 east of Ga. 400

The architecture fits the company's logo and design specifications, but the small awning adds very little articulation and interest to the building facade. The all-metal building should be broken up and treated with some different materials, such as a partial brick base.



NAPA Auto Parts Store, Mansell Road, Alpharetta

This NAPA store's building exterior has a more finished appearance (textured block as opposed to metal siding), the sign is monument style rather than erected on a pole, and the front yard is landscaped with shrubs and street trees.

#### 8.4. CONVENIENCE STORES

- A. The on-site circulation pattern should include adequate driving space to maneuver vehicles around cars parked at the pumps, with special attention to the circulation of vehicles not involved in the purchase of fuel.
- B. The amount of unrelieved pavement or asphalt area on the site should be limited through the use of landscaping, contrasting colors and banding or pathways of alternate paver material. Extensive expanses of single color concrete pavement should be avoided.
- C. Building architecture should be designed to provide an attractive appearance which is compatible with the surrounding area. All architectural details should be related to an overall architectural theme.
- D. Separate structures (canopy, carwash, cashiers booth, etc.) on the site should have consistent architectural detail and design elements to provide a cohesive project site. If a car wash is incorporated into the project, it should be well integrated into the design. The car wash opening should be sited so that it is not directly visible as the primary view from the street into the project site.



Exxon convenience store with gas pumps and car wash, Alpharetta Highway, Roswell

Recommended practices for building character into a convenience stores. The canopy over the gas pumps has brick support columns, a pitched, shingled roof and architectural detailing at the top of the structure. The car wash, located in the right part of the picture, has a brick facade and a pitched, shingled roof. Note that the materials for the canopy and car wash match the primary building on the site (convenience store). The developers have further softened the car wash building with second story windows.

## 8.5. COMMERCIAL DISPLAY LOTS

A. Where permitted, the outside storage or display of vehicles, equipment, and merchandise to be rented, leased, or sold, including manufactured home sales, should be visible along no more than thirty percent (30%) of the frontage of the property abutting the highway or major street, excluding approved driveway entrances and exits. Screening may be accomplished by a natural vegetative buffer, by a building, by an earthen berm, by a 100 percent opaque, solid wooden fence or wall, or combination of these screening methods. The use of low-lying landscaping that does not screen the display areas from view from the public right-of-way would not comply with this guideline.

B. Outdoor sales for department stores should be limited to a small percentage of the total area of the site, and if extensive in area, should be partially screened from view.



Fleetwood Homes site on GA 400 North

The view to this site, which displays and sells manufactured homes, needs to be mostly screened. Recommended practice is to screen approximately 70 percent of the frontage with landscaping, leaving a significant view corridor on part of the frontage.



## 8.6. FAST FOOD RESTAURANTS

A. Franchise or corporate style architecture and/or highly contrasting color schemes are discouraged. If the restaurant will occupy a pad within a shopping center, the building should be designed to be consistent with the "theme" or design of the center.

B. Where drive-through elements are appropriate, they should be architecturally integrated into the building. Drive-through elements should not be located on the street side of the building or else should be heavily screened from view.

C. The site design should accommodate a logical and safe vehicle and pedestrian circulation pattern through the site. Circulation needs to allow for adequate length of queuing lines for drive-through elements which do not interfere with the on-site parking for patrons entering the restaurant, nor result in traffic queuing into the street.

D. Free-standing restaurant buildings should be designed and detailed consistently on all sides, including the rear and side elevations.

E. Outdoor seating areas, play equipment, and perimeter fencing should be of compatible and attractive design that is integrated with the main building architecture.



Waffle House under construction on the south side of SR 53 east of Georgia 400

The building façade is broken up with regard to color and is composed of attractive materials. However, a pitched roof would have helped this building avoid a look of "shoebox" architecture. It has now been completed with awnings.



Arby's at Dawson Forest Rd. and GA 400



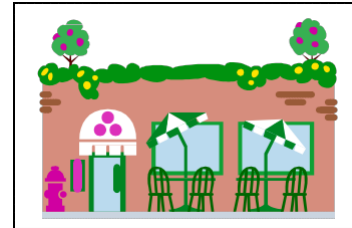
Arby's, Alpharetta Highway, Roswell

The shorter side of the building faces the street with all parking and the drive-through facility located in the side and rear yards. The front yard is landscaped with grass and shrubs (recommended practices). The neon banding is not recommended.

## 8.7. SHOPPING CENTERS

A. A unified architectural design should be incorporated into each commercial center, including freestanding pad buildings. However, this should not discourage variations in the facades of multi-tenant facilities to enhance the perception of individual places of business. Any such variations should be achieved without creating an uncoordinated appearance or disrupting the harmony of architecture created for the entire development.

B. Outdoor gathering areas and public eating areas are encouraged.



C. On larger commercial sites, a portion of the total building area should be located at the street perimeter, preferably on a corner location. Such siting, together with substantial landscape treatment, reinforces and strengthens the streetscape and helps to screen off-street parking areas.

D. Shopping cart storage areas should be incorporated into the building design to provide a visual screen of carts from the parking area.

E. Recycling collection boxes should be relocated in remote parts of the site and screened.



Kroger Shopping Center at GA 400 and SR 53

The parking lot lacks landscape islands. Box type lighting is appropriate and not too tall. No landscape strip exists along the side lot line. Most shopping centers are designed with parking to meet peak demands that rarely occur.



Kroger Shopping Center at GA 400 and SR 53

A grass strip separates the convenience store from the main shopping center. From the human scale, the signs oriented to capture the interests of motorists on Ga. 400 are tall and large. Note the Taco Bell restaurant in the left of the picture has multiple franchise flags flying from the roof. Flags used for advertising purposes add unnecessary visual clutter to the landscape. Notice the painted parking end island in the foreground; this area should have been curbed and landscaped with a street tree and shrubs to soften the impervious environment.



Shopping center northbound on Ga. 400 north of SR 136

Pitched roofs and use of brick in front building facades are recommended practices. However, architectural features lack harmony in the shopping center. Use of columns is appropriate. Note on the roof the metal protrusion that appears to have little if any practical function (it may be an extended fire wall) but unnecessarily introduces a distracting feature to the façade.

## CHAPTER NINE

### INDUSTRIAL USES

#### 9.1. INDUSTRIAL DISTRICTS

Industrial districts are typically laid out in a gridiron of large blocks 1000 to 2000 feet long and 400 to 1000 feet deep. Road rights-of-ways should be 80-100 feet for major roads and 60 feet for secondary roads. Curves and radii must be large enough to accommodate large trailer trucks.

#### 9.2 SCREENING OF INDUSTRIAL AND STORAGE YARDS

All areas devoted to the outside storage of vehicles, merchandise, and/or equipment not intended for display for public rent, lease, or sale, shall be screened from view from the right-of-way of the highway or county road along the entire property frontage, except in areas where access crossings have been approved. Screening may be accomplished by a natural vegetative buffer, by a building, by an earthen berm, by a 100 percent opaque, solid wooden fence or wall, or combination of these screening methods. The use of low-lying landscaping that does not screen the display areas from view from the public right-of-way shall not be deemed to comply with this requirement.



J & M Laboratories building

The rear side of J & M Laboratories provides a visible view of the loading and storage area (discouraged). This view should be at least partially screened with landscaping and/or a fence/wall.





J & M Laboratories building

The J & M Laboratories building is attractive architecture with appropriate use of columns and vertical articulation (generally good practice for business and industrial parks). However, the building is large enough that the building walls should also be broken vertically with recesses or projections to interrupt the continuous plan of the facade. Notice the reflection of the trees in the windows-while the windows are attractive they should not be too reflective.



Gainesville Welding and Maintenance, Henry Grady Highway

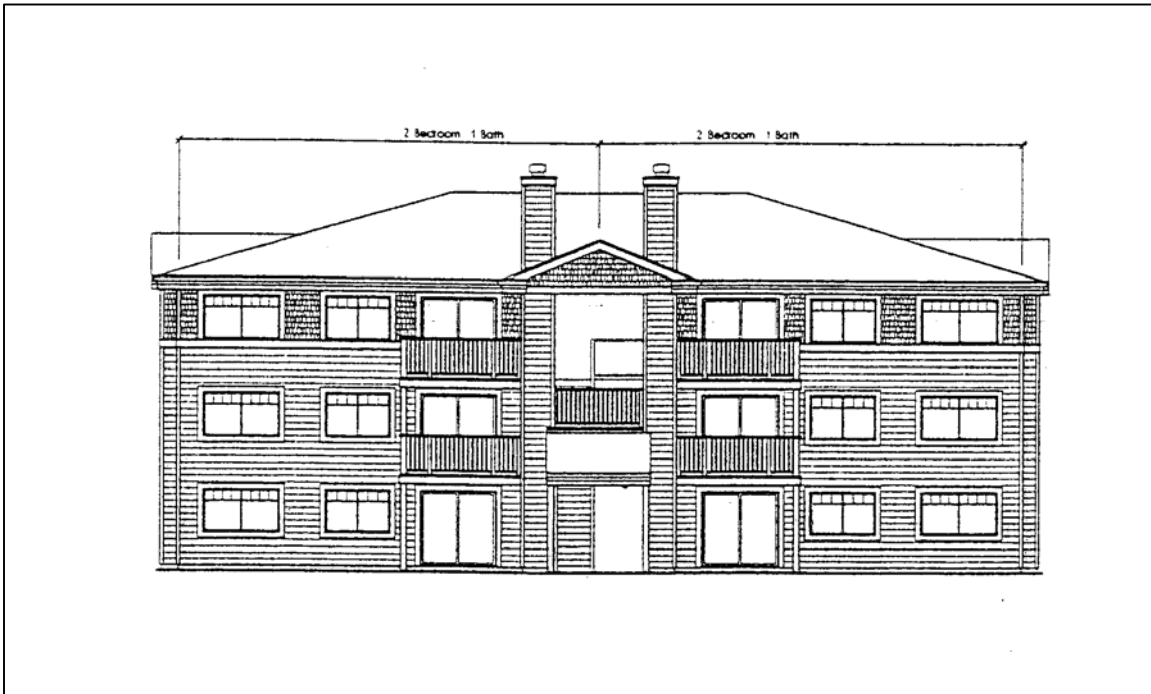
Chain link fencing with barbed wire top strands may be necessary for security purposes in light industrial zoning districts. If so, it should be coated with vinyl. The vehicle storage area is not screened (discouraged practice). Solid wooden fencing without barbed wire, with vegetated landscaping to soften the fencing, is a recommended practice. Inserting plastic or metal slats into the chain links for screening is not recommended because the inserts bend and break and are typically not very well maintained. The storage tank should be buried underground or at least screened.

## CHAPTER TEN

### MULTI-FAMILY RESIDENTIAL DEVELOPMENT

A. New multiple family residential developments should respect the scale and character of the adjacent residential neighborhood through attention to views, building scale and orientation, proximity to adjacent uses, location of driveways, noise, lighting and landscape.

B. Building facades should be articulated by using color, arrangement, or change in materials to emphasize the facade elements. The planes of the exterior walls may be varied in height, depth or direction. Long facades should be designed with sufficient building articulation and landscaping to avoid a monotonous or overpowering institutional appearance.



C. Exterior site design and landscaping should provide functional recreational spaces and/or community site amenities. Exterior spaces should be designed to enhance the overall appearance and compatibility of such development by providing privacy, buffering and daylight, and to provide a pleasant transition to the street.



Dawson Forest Apartments

Pitched roofs and good use of Recesses and Projections



Split rail fence is acceptable. Sidewalks and street trees would be a good addition.



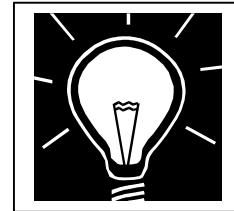
## CHAPTER ELEVEN

### EXTERIOR LIGHTING

#### 11.1. GENERALLY

A. Exterior lighting should be architecturally compatible with the building style, material and colors.

B. Exterior lighting of the building and site should be designed so that light is not directed off the site and the light source is shielded from direct offsite viewing. All outdoor light fixtures shall be fully shielded or be designed or provided with light angle cut-offs, so as to eliminate uplighting, spill light, and glare.

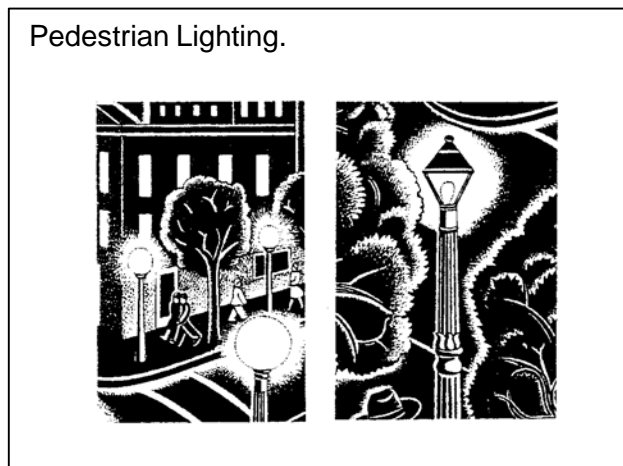


C. Excessive illumination of signage, building or site should be avoided. Roof lighting, down-lighting washing the building walls, and illuminated awnings are all strongly discouraged.

#### 11.2. MOUNTING POLES AND HEIGHT

A. Fixture mounting height should be appropriate for the project and the setting. Use of low, bollard-type fixtures, 3-4 feet in height, are encouraged as pedestrian area lighting.

B. The mounting height of fixtures in smaller parking lots or service areas should not exceed twenty feet, with lower mounting heights encouraged, particularly where adjacent to residential areas or other sensitive land uses.



Source: Prouse 1992.

C. The placement of light poles within raised curb planter areas is encouraged, but conflicts with parking lot trees which can obscure the lighting should be avoided.



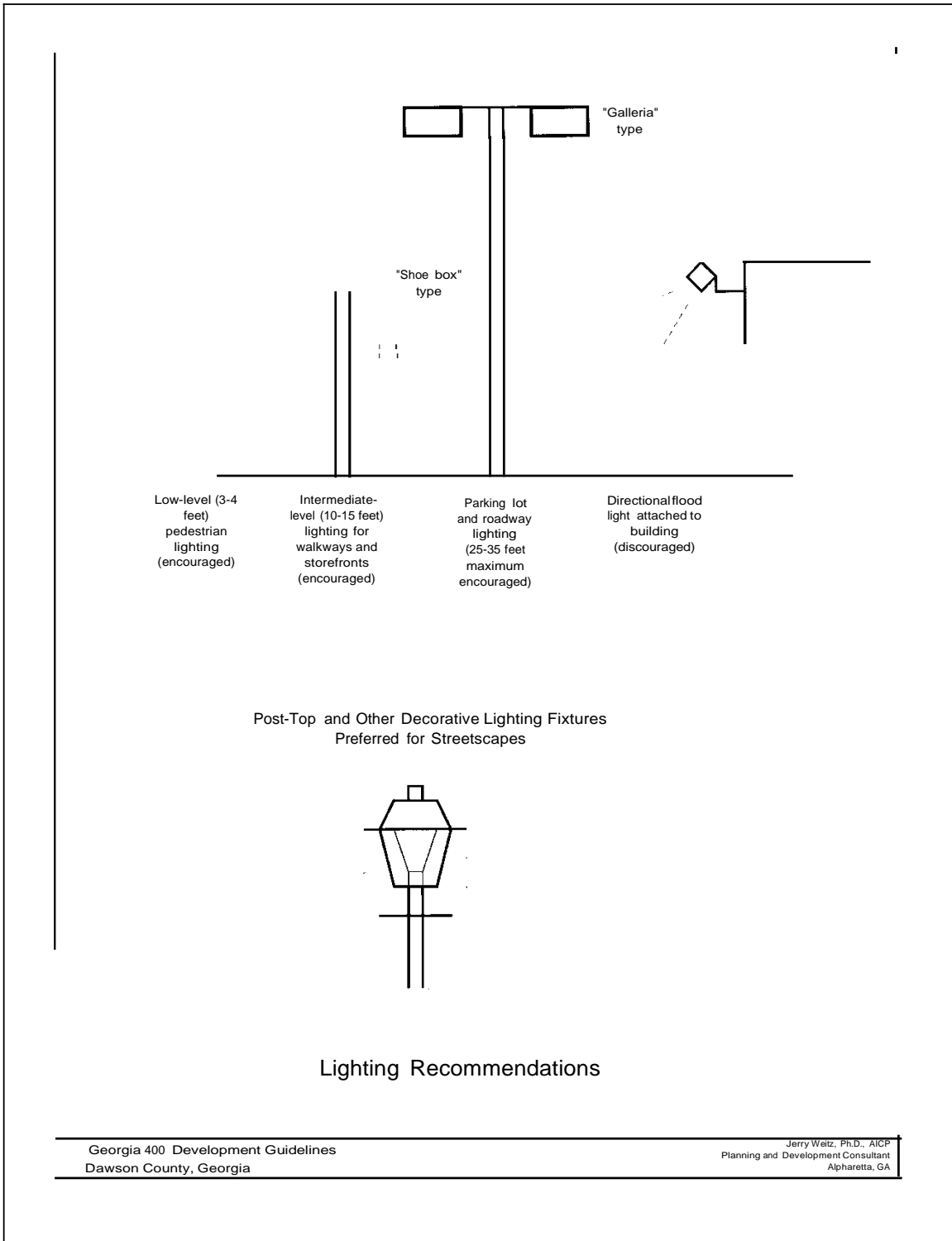
Dawson 400 shopping center

- The shoebox style lighting appears appropriate, although the light poles are of two different colors because the phased addition of the shopping center was not consistent with an earlier design theme.
- The Ingles in the background is an excellent example of architectural articulation with gables and pitched roofs, unique second story window treatments, and effective awnings along the façade. Note also the strong variation in the roof line (all recommended architectural practices for shopping centers).



Mattress King, Alpharetta Highway, Roswell

Discouraged lighting practice. Flood lights installed at the roof line on the building are pointed toward the highway. At nightfall, motorists are likely to experience glare from these lights.



D. Luminaries should be rugged for the application, adapted to the environment, and designed to give years of trouble-free service. Quality luminaries should be selected because, even though there is a higher initial cost, they will be paid back quickly in reduced maintenance costs and increased reliability. Pole mounted "lantern style" or post-top" luminaries are preferred.

### 11.3. TYPES OF LIGHTING

- A. Light fixtures that provide canopy overlighting should be recessed into the canopy.
- B. Yard lights shall be oriented downward; uplighting is not permitted.
- C. Roof top lighting is strongly discouraged.
- D. The use of excessive night-time security lighting is discouraged. Other security measures should instead be considered.
- E. The use of laser source light for outdoor advertising or entertainment is prohibited.
- F. High pressure sodium lighting is preferred over metal halide or other types of lighting for outdoor parking lots.

### 11.4. ARCHITECTURAL LIGHTING

- A. Well-designed and distinctive lighting of building facades is one of the best ways to attract attention and make a favorable impression with a minimal investment. Building façade lighting can help enhance the intrinsic charm, beauty, and utility of any given setting. Architectural lighting may include outlining, floodlighting, spotlighting, or any applicable combination of these techniques.
- B. The discrete lighting of a few key architectural features or details is preferred over uniform floodlighting of the entire building façade. Focal points can also be established through careful floodlighting of major buildings, with the lighting of secondary buildings keyed in turn to these focal points.
- C. Highly polished surfaces such as glass, marble, glazed tile, glazed brick, porcelain enamel, and various metals can reflect the image of the light source. Designers should avoid lighting these reflective surfaces directly. Glass buildings usually cannot be lighted for nighttime viewing.

### 11.5. ILLUMINANCE LEVELS

Illuminance levels for outdoor lighting fixtures should comply with the following standards, measured at three feet above the ground or finished grade.

| At Property Lines Including Rights-of-Ways                                 | Minimum Footcandles |                     | Maximum Footcandles |
|--|---------------------|---------------------|---------------------|
| At property line abutting a residential zoning district                    | None.               |                     | 0.5                 |
| At property line abutting an office-professional zoning district           | None                |                     | 1.0                 |
| At property line abutting a commercial or light industrial zoning district | None                |                     | 1.5                 |
| Off-Street Parking Lots  | Minimum Footcandles | Average Footcandles | Maximum Footcandles |
| Residential districts  | 0.5                 | 2                   | 4                   |
| Office-professional districts  | 1.0                 | 3                   | 6                   |
| Commercial districts   | 2.0                 | 6                   | 12                  |
| Light industrial districts   | 1.0                 | 4                   | 8                   |

Source: Derived from Illuminating Engineering Society of North America 1999.

## CHAPTER TWELVE

### SIGNAGE

#### 12.1. GENERALLY

A. All signs should be architecturally integrated with their surroundings in terms of size, shape, color, texture, and lighting so that they are complementary to the overall design of the building and are not in visual competition with other signs in the area.

B. All signs should complement their surroundings without competing with each other, and shall convey their message clearly and legibly. If illuminated, signs should not be overly bright for their surroundings.

#### 12.2. SIGN PLACEMENT

A. Signs should be proportionate to the dimensions of their location.

B. Wall-mounted signs should be framed to create a clearly defined edge, provide shadow relief and a substantial appearance.

#### 12.3. SIGN TYPE

A. The use of roof signs is highly discouraged.

B. Rims of neon or use of neon in signs are highly discouraged.

C. Freestanding monument signs are appropriate for office, retail, and industrial uses. Freestanding signs should be a low height wherever site conditions allow for visibility. Monument sign materials should reflect the character of the use and the building(s) the sign identifies.

D. Freestanding sign bases should be made of permanent, durable materials such as concrete or brick. Bases made of texture-coated sheet metal are discouraged.

E. Pole-mounted freestanding signs are discouraged.



F. Driveway directional signs should only be used for projects where circulation is complex and traffic must proceed through the site along a specific path for service. Where the layout of the parking lot and driveways are obvious and clearly apparent to the driver entering from the street, directional signage is not appropriate. When not appropriate or needed, such signage can visually clutter the site and are discouraged.

#### 12.4. SIGN DESIGN AND MATERIALS

- A. Dark colored backgrounds on signs are generally encouraged. Stark white or extremely bright background colors such as bright red, orange or yellow are discouraged.
- B. Where the design of the sign results in a large field of illuminated background, the use of white or off-white as a background color should be avoided in favor of a more suitable color.
- C. Exposed supports or guy wires to stabilize signs are strongly discouraged.
- D. Flat sheet signs (such as plywood) should have a trimmed edge or frame to improve the finished appearance of the sign.

#### 12.5. SIGN LIGHTING

- A. External spot or flood lighting, if needed, shall be arranged so that the light source is screened from direct view by passersby, and so that the light is directed against the sign and does not shine into adjacent property or blind motorists and pedestrians.
- B. Illumination of individual letter signs by shining light upon them is discouraged for both skyline signs and signs placed high on building walls.

#### 12.6. SIGN PROGRAMS

Sign programs that show how signs will complement the style, color and materials of the building are encouraged.

#### 12.7. DIRECTIONAL SIGNS

Development applicants should provide, and the county may require, a program for off-premise directional signage to serve all businesses which do not directly access Georgia 400. These guidelines envision a system of "logo" directional signs, similar to the blue logo signs used on interstate highways, placed at corners of intersections, within or immediately outside public right-of-ways, to guide customers and patrons from the highway and along public frontage roads to their destinations.

#### 12.8. FLAGS

The use of flags should be limited to the flying of one flag of the United States and one flag of the State of Georgia. Business logo flags or the use of multiple U.S. flags for purposes of advertising are strongly discouraged.



North Lanier Court, Ga. 400 northbound of SR 53

- This site has a uniquely shaped monument style identification sign that is appropriately sited and sized with regard to area and height.
- The size and height of the monument sign is a recommended practice. However, the real estate sign gives a billboard type of appearance to the site.
- The real estate sign does not need to be sized for Ga. 400 motorists, as appears to be the case here. Real estate signs should be considerably smaller in size.



Shopping center northbound on Ga. 400 north of SR 136

- Sign blight—a discouraged practice that sets a dangerous precedent and visually degrades the visual character of the corridor.
- Signs that pertain to businesses no longer operating in the shopping center must be removed.
- Portable signs are strongly discouraged if not prohibited.





Shopping center northbound on Ga. 400 north of SR 136

Another example of sign blight (discouraged practice) on the same site. Sign structures that used to provide signage for business that are no longer operating must be removed.



Shopping center northbound on Ga. 400 north of SR 136

Signs for the center should consist of one monument sign, not individual pole signs for multiple businesses as shown here (discouraged if not prohibited practice).



Dawson 400 shopping center at Ga. 400 and SR 53

The brick monument shopping center sign at Dawson 400, while massive in size, is attractive and landscaped around the base (a recommended practice). However, the top of the sign is not integrated into the masonry (a discouraged practice), and the changeable copy area is not appropriately scaled. The shopping center sign provides smaller areas for other retail tenants (e.g., Ace Hardware) (recommended practice). Notice the tall pole signs and billboards in the background contribute to the interchange's "strip" commercial appearance.



Dawson Forest Apartments

This monument entrance sign, with landscaping, is a recommended practice.

### 12.9. Signage, Additional Requirements

See Sign Ordinance of the Board of Commissioners of Dawson County, Georgia.

## CHAPTER THIRTEEN

### APPLICATION REQUIREMENTS

#### 13.1. GENERALLY

A written design concept statement should be submitted as part of the design review application which identifies the significant site features, supports the reasoning behind the architecture and site plan proposed, and explains how important site features are incorporated into the project design. Among the elements that should be discussed include but are not limited to, the following: soils, vegetation, hydrology, climate, topography, aesthetics, historical significance, and existing land use.

#### 13.2. SITE PLAN REQUIREMENTS AND SPECIFICATIONS

A site plan is required. It must be drawn to an engineering scale usually on a sheet or sheets no greater than 24 by 36 inches. It shall include surrounding streets (including rights-of-ways), driveways, parking, building locations, and surrounding property lines and uses within 100 feet of the subject site.

#### 13.3. LANDSCAPING PLAN

Landscape plans shall be reviewed and approved by staff prior to the issuance of a building permit.

#### 13.4. LIGHTING PLAN

Lighting plans shall be required for shopping centers, convenience stores, auto dealerships, and lighted commercial display lots of one acre or more in size. When required, lighting plans shall illustrate proposed lighting. The plan shall show areas of night illumination and the amount of light at various places measured in footcandles. When required, the lighting plan shall consist of either isofootcandles (connecting points of equal light illumination levels, similar to a topographic contour) or a photometric grid with individual spot readings. The lighting plan shall also indicate light pole height, type, and number of fixtures per pole, along with fixture type and style.

#### 13.5. DEVELOPMENT AND CONSTRUCTION IN ACCORDANCE WITH APPROVED PLANS

All site development, landscaping, and improvements shall be carried out in accordance with approved plans. All building construction shall be carried out in accordance with approved elevations.

## GLOSSARY

**Amenity.** Aesthetic or other characteristics that increase a development's desirability to a community or its marketability to the public. Amenities may differ from development to development but may include such things as recreational facilities, pedestrian plazas, views, streetscape improvements, special landscaping, or attractive site design.

**Anchor tenant.** The major store or stores within a shopping center.

**Appearance.** The outward aspect that is visible to the public.

**Appropriate.** Fitting to the context of a site, neighborhood or community.

**Arcade, entry.** An arcade that provides public access to a building entrance, retail space, and/or public space.

**Architectural concept.** The basic aesthetic idea of a structure, or group of structures, including the site, signs, buildings and landscape development that produces the architectural character.

**Architectural features.** Ornamental or decorative features attached to or protruding from an exterior wall, including cornices, eaves, gutters, belt courses, sills, lintels, bay windows, chimneys, and decorative ornaments.

**Architectural recesses.** Portions of a building wall at street level which are set back from the street line so as to create articulation of the building wall and/or to provide space for windows or doors.

**Architecture.** The art and science of designing and constructing buildings adapted to their purposes, one of which is beauty.

**Attractive.** Having qualities that arouse satisfaction and pleasure in numerous, but not necessarily all, observers.

**Awning.** A hood or cover that forms a roof-like structure, often of fabric, metal, or glass, designed and intended for the protection from the weather or as a decorative embellishment, and which projects from the wall or roof of a structure over a window, walk, door, or the like. Awnings may be retractable but are most often fixed with a rigid frame.

**Awning, internally illuminated.** A fixed awning covered with a translucent membrane that is, in whole or part, illuminated by light passing through the membrane from within the structure.

**Balustrade.** A railing consisting of a handrail or balusters.

**Bollards.** Luminaries having the appearance of a short, thick post, used for walkway and grounds lighting. The optical components are usually top mounted.

**Brightness.** The subjective sensation to measured luminance's. Brightness is affected by the environment in which the luminaire resides and is also a function of average luminance, luminous intensity, mounting height, beam angle, and background luminance. As the background luminance of a scene gets higher, the apparent brightness of a luminaire becomes lower. Brightness is difficult if not impossible to measure. However, higher luminous intensities generally mean higher brightness.

**Buffer.** A strip of land along a property, lease line, or other border, never less than 15 feet, between one use and another or between an environmentally sensitive area and another use, to screen, separate and shield one use area from another and obstruct noise, illumination, visual, and other incompatibilities or nuisances. A buffer may be a natural, undisturbed area of trees and undergrowth that provides opaque or near opaque screening. A buffer, where sparsely vegetated, is replanted with trees and shrubs to enhance its screening functions to opaque or near opaque conditions. A fence or wall can be included within a buffer but a fence or wall in itself does not constitute a buffer.

**Build-to line.** An alignment established a certain distance from the curb or right-of-way line to a line along which a building or buildings shall be built.

**Building bulk.** The visual and physical mass of a building.

**Built environment.** The elements of the environment that are generally built or made by people as contrasted with natural processes.

**Caliper.** A forest standard of tree trunk measurement for understory or replacement trees.

**Canopy.** A roof-like structure, supported by a building and/or columns, poles, or braces extending from the ground, including an awning, that projects from the wall of a building over a sidewalk, driveway, entry, window, or similar area, or which may be freestanding.

**Character.** The nature of a building.

**Cohesiveness.** Unity of composition among elements of a structure or among structures, and their landscape development.

**Common area.** Land within a development, not individually owned or dedicated to the public, and designed for the common usage of the development. These areas include green open spaces and yards and may include pedestrian walkways and complimentary structures and improvements for the enjoyment of residents of the development. Maintenance of such areas is the responsibility of a private association, not the public.

**Compatibility.** With regard to development, the characteristics of different land uses or activities that permit them to be located near each other in harmony and without conflict. With regard to buildings, harmony in appearance of architectural features in the same vicinity.

**Continuity.** The flow of elements or ideas in a non-interrupted manner.

**Cornice.** A horizontal element member, structural or nonstructural (i.e., molding), at the top of the exterior wall or projecting outward from an exterior wall at the roof line, including eaves and other roof overhang.

**Curb cut.** The providing of vehicular ingress and/or egress between property and an abutting street or road. Where a curb exists, curb cut means an opening along the road curb for an access driveway.

**Design guideline.** A standard of appropriate activity that will preserve or enhance the architectural character and site design and function of a building, structure, or development.

**Detail.** A small feature or element that gives character to a building.

**Detention area.** An area that is designed to capture specific quantities of stormwater and to gradually release the stormwater at a sufficiently slow rate to avert flooding or erosion.

**Dormer.** A window projecting from a roof.

**Drainage.** (1) the outflow of water from a site; and (2) the removal of surface water from land by drains, grading, or other means that include runoff controls to minimize erosion and sedimentation.

**Driveway.** A private roadway providing access for vehicles to a parking or loading area, dwelling, or other structure.

**Driveway, common.** A privately owned and maintained driveway shared by adjacent property owners.

**Drip line.** An imaginary vertical line of a tree's outermost branch tips down to the ground. The circular area of land surrounding the tree from the trunk to the outermost branches.

**Earthen berm.** A continuous mound of earth, normally landscaped, used to shield site objects from view and to provide visual interest.

**Eave.** The projecting lower edges of a roof overhanging the wall of a building.

**Eave line.** The extension of a roof line beyond the vertical wall of a building.

**External design feature.** The general arrangement of any portion of structures or landscaping, including the type, and texture of the materials, the type of roof, windows, doors, lights, signs, and fixtures of portions which are open to the public view.

**Façade.** Typically the front of a building; however, any building square on view is considered a façade (see definitions below).

**Façade, front.** Any façade with a main public entrance which faces one of the primary streets.

Facade, rear. Any facade without a public entry that does not face a public road.

Facade, side. Any facade without a public entry but facing a public street.

Fenestration. The organization of windows on a building wall.

Flag. Any fabric or other flexible material attached to or designed to be flown from a flagpole or similar device.

Flag, business. A flag displaying the name, insignia, emblem, or logo of a profit-making entity.

Footcandle. A unit of illuminance on a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot. One footcandle (FC) is the equivalent of 10.76 Lux (1 Lux = 0.0929 FC).

Footprint. The horizontal area as seen in plan, measured from the outside of all exterior walls and supporting columns. It includes garages, covered carports, and accessory structures.

Gable. The triangular upper portion of an end wall, underneath a peaked roof.

Glare. The sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility.

Grade, natural. The existing grade or elevation of the ground surface that exists or existed prior to man-made alterations, such as grading, grubbing, filling, or excavating.

Habitat. The physical location or type of environment in which an organism or biological population lives or occurs.

Harmony. A quality that represents an attractive arrangement and agreement of parts of a composition, as in architectural elements.

Hedge. A row of closely planted shrubs, bushes, or any kind of plant forming a boundary.

Illuminance. The area density of the luminous flux incident at a point on the surface. It is a measure of light incident on a surface, expressed in lux or footcandles.

Impervious surface. Any hard-surfaced, man-made area that does not readily absorb water, including but not limited to building roofs, parking and driveway areas, graveled areas, sidewalks, and paved recreation areas.

Irrigation. The methods of supply and application of water other than natural rainfall.

Irrigation system. A permanent, artificial watering system designed to transport and distribute water to plants.

**Isofootcandle Plan:** A site plan of a proposed development showing proposed outdoor illuminance with a series of isofootcandle lines that join points on a surface where the illuminance is the same.

**Landscaped coverage ratio.** The area of a property devoted to landscaping, including natural buffers, divided by the total area of the property.

**Landscaping.** The area within the boundaries of a given lot that consists of planting materials, including but not limited to, trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials.

**Lighting, neon outline.** Outline lighting formed in whole or part with neon.

**Lighting, outline.** An arrangement of lighting that outlines or calls attention to certain features of a building, such as its shape or the decoration of a window.

**Lighting, pedestrian-scale.** Light standards or placements no greater than 15 feet in height located along walkways.

**Luminaire (light fixture).** A complete lighting unit consisting of a lamp or lamps and ballasting (when applicable) together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. This term shall be interpreted broadly as applying to all outdoor electrically powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, building façade and canopy lighting, recreational area lighting; parking lot lighting; landscape lighting; billboards and other sign (advertising or other) lighting; driveway and street lighting; and product display area lighting.

**Luminaire, cutoff.** A luminaire that provides a light distribution where the candela per 1000 lamp lumens does not numerically exceed 25 (2.5 percent) at an angle of 90 degrees above nadir, and 100 (10 percent) at a vertical angle of 80 degrees above nadir. This applies to all lateral angles around the luminaire.

**Luminaire, full cutoff.** A luminaire the provides a light distribution where zero candela intensity occurs at an angle of 90 degrees above nadir, and at all greater angles from nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10 percent) at a vertical angle of 80 degrees above nadir. This applies to all lateral angles around the luminaire.

**Luminance.** Within the context of outdoor lighting, the quantity of light reflected or emitted toward an observer.

**Massing.** The overall visual impact of a structure's volume; a combination of height and width and the relationship of the heights and widths of the building's components.

**Modularity.** Design composition comprised of a rhythmic organization of parts.



**Modulation.** A measured setback or offset.

**Natural drainage.** Channels formed in the existing surface topography of the earth prior to changes made by unnatural causes.

**Natural features.** Components and processes present or produced by nature, including soil types, geology, slopes, vegetation, surface water, drainage patterns, aquifers, climate, floodplains, aquatic life, and wildlife.

**Outdoor storage.** The keeping of personal or business property or motor vehicles in an area outside of a building for a period of time greater than 24 hours, including items for sale, lease, processing, and repair.

**Parapet.** A low retaining wall at the edge of or along a roof.

**Pedestrian-oriented development.** Development designed with an emphasis primarily on the street sidewalk and on pedestrian access to the site and building, rather than auto access and parking areas. The building is generally placed close to the street and the main entrance is oriented to the street sidewalk. There are generally windows or display cases along building facades which face the street.

**Portico.** An exterior appendage to a building, normally at the entry, usually roofed.

**Proportion.** Balanced relationship of parts of a building, signs and other structures, and landscape to each other and to the whole.

**Recessed Canopy Fixture.** An outdoor lighting fixture recessed into a canopy ceiling so that the bottom of the fixture is flush with the ceiling.

**Retaining wall.** A wall or similar structure used at a grade change to hold soil on the up-hillside from slumping, sliding, or falling.

**Retention pond.** A basin to hold storm water runoff and to provide a gradual release of it through drainage facilities.

**Ridge.** The peak of a roof. Also, the horizontal member at the peak into which the rafters join.

**Roof.** The cover of a building, including the eaves and similar projections.

**Roof, flat.** A roof having no pitch or a pitch of not more than 2:12.

**Roof, pitched.** A shed, gabled, or hipped roof having a slope or pitch of at least one foot rise for each four feet of horizontal distance.

**Safety lighting.** Exterior lighting that involves ensuring proper levels of illumination to provide safe working conditions, safe passage, and the identification of outdoor hazards.

**Scale.** Proportional relationships of the size of parts to one another and to humans.

**Scenic vista.** A visual panorama with particular scenic value.

**Security Lighting.** Exterior lighting installed solely to enhance the security of people and property.

**Sheet flow.** Flow of liquid moving evenly over an area without being concentrated in swales.

**Sign, abandoned.** A sign or sign structure on a site where all buildings have been demolished or removed, or a sign or signs pertaining to a business or other use that has not operated on the site for a period of ninety days or more.

**Sign, freestanding.** Any sign supported wholly or in part by some structure other than the building or buildings housing the business to which the sign pertains, usually supported by a pole, mast, frame or other structure that is not itself an integral part of the sign.

**Sign, monument.** A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structure features other than support poles.

**Sign, pole.** A sign that is mounted on a freestanding pole or other support that is not itself an integral part of the sign.

**Sign, roof.** A sign erected on a roof or any sign that projects above the highest point of the roof line, parapet, or fascia of the building.

**Sign, wall.** A sign mounted flat against and projecting no more than 12 inches from the wall of a building or structure.

**Sign, window.** A sign affixed to the interior or exterior of a window or placed immediately behind a window pane so as to attract the attention of persons outside the building.

**Sky glow.** Atmospheric or astronomical light pollution that deprives urban residents of the opportunity to stargaze and hampers astronomers' attempts to view the night sky through telescopes.

**Spill light.** Light emitted by an outdoor light fixture that falls outside the boundaries of the property on which the installation is sited.

**Street furniture.** Those features associated with a street that are intended to enhance the street's physical character and use by pedestrians, such as benches, trash receptacles, planting containers, pedestrian lighting, kiosks, etc.

**Street hardware.** Objects other than buildings or street furniture that are part of the streetscape. Examples are: non-pedestrian street light fixtures, utility poles, traffic lights and their fixtures, fire hydrants, etc.

**Streetscape.** The appearance and organization along a street of buildings, paving, plantings, street hardware, street furniture, and miscellaneous structures.

**Trash enclosure.** An accessory use of a site where trash and/or recyclable material containers, or any other type of waste or refuse container is stored.

**Tree.** Any self-supporting, woody perennial plant usually having a single trunk diameter of three inches or more which normally attains a mature height of at least fifteen feet.

**Tree, overstory.** A tree that composes the top layer or canopy of vegetation and that will generally reach a mature height of greater than forty (40) feet.

**Tree, significant.** Any tree deemed by a qualified arborist, registered forester or landscape architect to be of a rare or unusual species.

**Tree cover.** An area characterized by a dense vegetation canopy and limited views through woodlands.

**Tree save area.** An area composed of closely grouped trees designated for preservation.

**Undergrounding.** The placement of utility lines below ground, with the removal of above-ground poles, wires and structures as applicable.

**Uplighting.** Any light source that distributes illumination above a 90-degree horizontal plane of the light source.

**View corridor.** The line of sight identified as to height, width, and distance of an observer looking toward an object.

**Viewshed.** The area within view from a defined observation point.

**Xeriscaping.** Landscaping characterized by the use of vegetation that is drought-tolerant or a low water use in character.

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## APPENDIX

### APPLICATION REVIEW CHECKLIST

PROJECT NAME:

LOCATION:

NAME OF PERSON  
 COMPLETING THIS FORM:

This checklist is intended for use by the designer as a summary of the development and design guidelines established in this document. It is not intended to serve as a substitute for a reading and application of these guidelines. This checklist will also be used by the county planning and zoning department as a means of determining compliance with specific guidelines. For more information, consult the actual text of these guidelines. The designer must demonstrate how the recommended guidelines are met or why they cannot be met.

| GUIDELINE (reference)   | YES | NO | COMMENTS |
|---|-----|----|----------|
| Does the proposed development relate to the site and its surroundings? (2.1.1)  |     |    |          |
| Does the project evaluate, retain, and incorporate natural features, where appropriate? (2.1.2)                             |     |    |          |
| Are significant site features identified and incorporated into development plans? (2.1.2)                                   |     |    |          |
| Are riparian zones, wetlands, flood plains, etc. and other environmentally sensitive areas protected? (2.1.2, 2.1.3)        |     |    |          |
| Are amenity features incorporated into the development? (2.1.4)   |     |    |          |
| Does the grading plan avoid an unnatural site appearance, and are cuts and fills more or less balanced on the site? (2.2.1) |     |    |          |
| Is grading prohibited underneath trees to be retained? (2.2.1)  |     |    |          |
| Does the plan avoid the filling of riparian areas? (2.2.1)  |     |    |          |
| Do plans reflect adherence to best erosion control practices? (2.2.2)   |     |    |          |
| Have permeable pavements been considered for parking lot overflow and employee parking areas? (2.2.2)                       |     |    |          |
| Does the proposed development use the natural, on-site drainage system to the extent it is possible? (2.2.2)                |     |    |          |

| GUIDELINE  | YES | NO | COMMENTS |
|--|-----|----|----------|
| Are stormwater ponds and lakes designed for maximum habitat value? (2.2.2)   |     |    |          |
| If retaining walls are visible from the public right-of-way, have they been faced with brick, stone, or some other architectural treatment, and/or screened with landscaping? (2.2.3)        |     |    |          |
| Are all utility installations serving the development installed underground? (2.2.4)   |     |    |          |
| Are utility easements combined where possible? (2.2.4)   |     |    |          |
| Are berms used to provide separation from vehicle traffic and incompatible land uses? (2.2.5)  |     |    |          |
| Has an analysis been made of the likely and necessary pedestrian routes, including linkages to individual buildings, neighboring properties, and access ways along public roads? (Chapter 3) |     |    |          |
| Does the access plan meet state requirements and these guidelines, including interparcel access, driveway separation, and shared driveways? (4.1)  |     |    |          |
| Is a public frontage road incorporated into the site development plan and provided? (4.1)  |     |    |          |
| Is access provided only to the frontage road, or in cases where no other access is available, is access limited to one entrance/exit per development? (4.1)                                  |     |    |          |
| Is inter-parcel site access provided? (4.1)  |     |    |          |
| Do all driveway openings meet minimum access spacing requirements? (4.1)   |     |    |          |
| Are service functions separated from main circulation areas, or at least integrated into the circulation pattern in a manner that minimizes conflicts with vehicles and pedestrians? (4.2)   |     |    |          |
| Do off-street parking areas meet specifications? (4.3)   |     |    |          |
| Are clear zones and driveway entry throat distances sufficient to allow safe turning movements after exiting from the highway? (4.3)   |     |    |          |
| Is a continuous, opaque screen provided where parking areas directly front on a public street? (4.3)   |     |    |          |
| Does the plan provided for handicapped parking? (4.3)  |     |    |          |
| Is landscaping maximized within the viewshed of the highway and major streets? (5.1)   |     |    |          |
| Are all shrubs proposed to be at least three gallon size? (5.1)  |     |    |          |
| Are trees that are proposed to be planted located away from hardscape areas to avoid damage? (5.1)   |     |    |          |
| Are landscaping or architectural treatments used to screen unattractive views and features? (5.1)  |     |    |          |

| GUIDELINE (reference)  | YES | NO | COMMENTS |
|--|-----|----|----------|
| Does the development provide for required buffers when abutting existing residential zoning districts? (5.2.1)   |     |    |          |
| In the north portion of the Georgia 400 corridor, does the plan provide for the required thirty-foot wide buffer along the highway right-of-way? (5.2.2) |     |    |          |
| Are the right-of-way frontage planting strips provided according to specifications? (5.3)  |     |    |          |
| Are all significant trees protected as recommended, and are tree save areas delineated on plans? (5.4)   |     |    |          |
| Are tree protection devices provided? (5.4)  |     |    |          |
| Does the parking lot landscaping meet requirements? (5.5)  |     |    |          |
| Is curbing used at the edges of all paving surfaces to protect landscaped areas from vehicle encroachment? (5.5)   |     |    |          |
| Are street trees installed within the public right-of-way of local streets for all development within non-residential districts? (5.6)                   |     |    |          |
| Is a plan for an irrigation system provided, where appropriate? (5.7)  |     |    |          |
| Does the landscaping plan integrate water conservation measures or reduce water use? (5.7)   |     |    |          |
| Does the application reflect and acknowledge the architecture of the neighboring area, as appropriate, and if so, is the architecture compatible? (6.1)  |     |    |          |
| Has the designer evaluated the proposed architecture with regard to size, scale, massing, fenestration, rhythm, setback, materials, and context? (6.1)   |     |    |          |
| Do the exterior materials of principal buildings include appropriate and recommended architectural finishes? (6.3)                                       |     |    |          |
| Are the following material types avoided: smooth-faced concrete block, tilt-up concrete panels, and prefabricated steel panels? (6.3)                    |     |    |          |
| Do material and color changes occur at changes of plane? (6.3)   |     |    |          |
| Are address numbers provided and legible from the public street? (6.3)   |     |    |          |
| Do the building colors follow the recommendations with regard to base, trim, and accents part of the building? (6.4)                                     |     |    |          |
| Are awnings and canopies provided, as appropriate, and if so, do they meet the recommended guidelines? (6.5)   |     |    |          |
| Are parapets and cornices incorporated into the building design, as appropriate? (6.6, 6.7)  |     |    |          |

| GUIDELINE (reference)  | YES | NO | COMMENTS |
|--|-----|----|----------|
| Are electric transformers located to the rear of the site or screened from view? (7.1)   |     |    |          |
| Do dumpsters/trash enclosures meet specifications for screening? (7.2)   |     |    |          |
| If located on the roof, is mechanical equipment screened from public view? (7.3)   |     |    |          |
| Do long fences or walls incorporate changes in plane, height, material, or texture to minimize visual monotony? (7.4)  |     |    |          |
| Do fences meet the recommended guidelines? (7.4)   |     |    |          |
| Are recesses and projections used appropriately to break up monotonous building facades? (8.1)   |     |    |          |
| If a shopping center or commercial development, does the site plan reflect consistency with guidelines established in Chapter 8?   |     |    |          |
| Are vehicle bays and service areas screened? (8.3)   |     |    |          |
| Are all loading areas and overhead doors on the side or rear of the building, or otherwise completely screened from view from the road? (8.4)                                |     |    |          |
| Are accessory structures consistent in architectural detail and design elements to provide a cohesive architectural site design? (8.4)                                       |     |    |          |
| If a commercial display lot, does the site layout provide screening along the majority of the frontage abutting public rights-of-ways? (8.5)                                 |     |    |          |
| If a restaurant, does the plan meet all recommendations for architecture, color, drive-through circulation, etc.? (8.6)  |     |    |          |
| For shopping centers, is a unified architectural design provided? (8.7)  |     |    |          |
| For shopping centers, is a portion of the total building area located at the street perimeter, such as at a corner location? (8.7)   |     |    |          |
| For shopping centers, are cart storage areas an integrated part of the design? (8.7)   |     |    |          |
| For shopping centers, are recycling collection boxes located in remote areas and screened? (8.7)   |     |    |          |
| For industrial uses, are storage areas substantially screened from view of the right-of-way? (9.2)   |     |    |          |
| Is the location and type of lighting identified on plans, and does the lighting meet the guidelines for pole height, types of fixtures, and illuminance levels? (Chapter 11) |     |    |          |
| Is architectural lighting, if provided, consistent with the recommended guidelines? (11.4)   |     |    |          |
| Is a lighting plan required? (13.4)  |     |    |          |





**Backup material for agenda item:**

1. Consideration of Impact Fee Methodology Report Final Draft (*tabled from the February 1, 2018, Voting Session*)



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning

Work Session: 12.14.17

Prepared By: Streetman

Voting Session: TBD?

Presenter: B. Ross

Public Hearing: Yes  No

Agenda Item Title: Final Draft of Impact Fee Methodology Report

Background Information:

Bill Ross with Ross & Associates would like to come before the BOC and present/discuss his final draft of his Impact Fee Methodology Report.

Current Information:

Final report draft

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
|      |       |          |        |         |           |           |

Recommendation/Motion: Approve

Department Head Authorization: JStreetman

Date: 12.5.17

Finance Dept. Authorization: Vickie Neikirk

Date: 12.7.17

County Manager Authorization: DH

Date: 12/07/17

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Comments/Attachments:

## Memorandum

**TO:** David Headley, County Manager

**cc:** Danielle Yarbrough, County Clerk  
Leslie Clark, Library  
Lisa Henson, Parks & Recreation  
David McKee, Public Works  
Vickie Neikirk, Chief Financial Officer  
Dawn Pruett, Senior Services  
Greg Rowan, Sheriff's Office  
Jason Streetman, Planning & Development  
Lanier Swafford, Emergency Services

**FROM:** Bill Ross

**DATE:** January 16, 2018

**RE:** Impact Fees

### Fee Comparison to Others

A question came up during the Work Session as to impact fees being charged by other jurisdictions. I have prepared the table on the next page showing a comparison of impact fees currently being charged in jurisdictions north of Atlanta and near Dawson County. I have included single-family homes and typical development projects for an apartment complex, a supermarket and a general office building.

Some jurisdictions set out their administrative fees, others include it as part of the facility categories themselves. As a general rule, they all charge 3% of each fee.

I could not include a hotel example because some do not list it as a specific land use, others charge by the room and still others by the floor area.

### Amended Fee Schedule

Behind the comparison table, you will find the full impact fee schedule for Dawson County, revised in accordance with the discussion at the Work Session regarding deleting or unfunding certain projects (as proposed by the Chairman). Due to the more rigorous calculations contained in the Methodology Report spreadsheets, the final fee for a single-family home is \$3,580.34, instead of the estimated \$3,559.84 presented at the Work Session. The difference is primarily due to Net Present Value calculations related to the future land acquisitions for the three deferred fire stations.

As we indicated, only the changes to be made to the projects as presented at the Work Session need to be adopted, not the whole Methodology Report itself.

## Comparison to Other Adopted Impact Fees

|                                  | Parks & Recreation   | Library             | Public Safety*       | Roads                | Administration  | Total                |
|----------------------------------|----------------------|---------------------|----------------------|----------------------|-----------------|----------------------|
| <b>Single-Family House</b>       |                      |                     |                      |                      |                 |                      |
| Roswell                          | \$ 713.00            | \$ -                | \$ 1,169.00          | \$ 2,159.00          | \$ 94.00        | \$ 4,135.00          |
| Sandy Springs                    | \$ 4,543.67          | \$ -                | \$ 444.80            | \$ 1,666.69          | \$ 199.65       | \$ 6,854.82          |
| Alpharetta                       | \$ 4,962.92          | \$ -                | \$ 129.13            | \$ 1,402.64          | \$ 194.84       | \$ 6,689.53          |
| Milton                           | \$ 6,215.10          | \$ -                | \$ 638.43            | \$ 678.36            | \$ 225.96       | \$ 7,757.85          |
| Cherokee County                  | \$ 283.74            | \$ 281.06           | \$ 799.21            | \$ 58.97             | \$ 42.69        | \$ 1,465.67          |
| Forsyth County                   | \$ 1,178.00          | \$ 148.00           | \$ 510.00            | \$ 1,968.00          | included        | \$ 3,804.00          |
| Hall County                      | \$ 815.47            | \$ 261.27           | \$ 127.98            | \$ -                 | \$ 37.21        | \$ 1,241.93          |
| <b>Dawson County</b>             | <b>\$ 1,745.97</b>   | <b>\$ 343.95</b>    | <b>\$ 1,062.17</b>   | <b>\$ 428.25</b>     | <b>included</b> | <b>\$ 3,580.34</b>   |
| <b>200-Unit Apartment</b>        |                      |                     |                      |                      |                 |                      |
| Roswell                          | \$ 100,200.00        | \$ -                | \$ 164,200.00        | \$ 302,800.00        | \$ 13,200.00    | \$ 580,400.00        |
| Sandy Springs                    | \$ 908,734.35        | \$ -                | \$ 88,960.00         | \$ 270,207.17        | \$ 38,037.05    | \$ 1,305,938.56      |
| Alpharetta                       | \$ 992,584.44        | \$ -                | \$ 25,826.00         | \$ 280,528.00        | \$ 38,968.15    | \$ 1,337,906.60      |
| Milton                           | \$ 1,243,020.32      | \$ -                | \$ 127,686.00        | \$ 135,672.00        | \$ 45,191.35    | \$ 1,551,569.67      |
| Cherokee County                  | \$ 56,748.20         | \$ -                | \$ 159,842.40        | \$ 8,257.00          | \$ 8,431.80     | \$ 233,279.40        |
| Forsyth County                   | \$ 149,600.00        | \$ 18,800.00        | \$ 64,800.00         | \$ 249,400.00        | included        | \$ 482,600.00        |
| Hall County                      | \$ 163,094.00        | \$ 52,254.00        | \$ 25,596.00         | \$ -                 | \$ 7,442.00     | \$ 248,386.00        |
| <b>Dawson County</b>             | <b>\$ 349,194.00</b> | <b>\$ 68,790.00</b> | <b>\$ 212,434.00</b> | <b>\$ 85,650.90</b>  | <b>included</b> | <b>\$ 716,068.90</b> |
| <b>60,000 sf Supermarket</b>     |                      |                     |                      |                      |                 |                      |
| Roswell                          | \$ -                 | \$ -                | \$ 15,600.00         | \$ 163,080.00        | \$ 3,300.00     | \$ 181,980.00        |
| Sandy Springs                    | \$ 19,500.00         | \$ -                | \$ 16,524.00         | \$ 584,622.00        | \$ 18,619.38    | \$ 639,265.38        |
| Alpharetta                       | \$ 5,448.00          | \$ -                | \$ 4,032.00          | \$ 110,478.00        | \$ 3,598.74     | \$ 123,556.74        |
| Milton                           | \$ -                 | \$ -                | \$ 16,830.00         | \$ 163,374.00        | \$ 5,406.12     | \$ 185,610.12        |
| Cherokee County                  | \$ -                 | \$ -                | \$ 22,500.00         | \$ 26,220.00         | \$ 1,440.00     | \$ 50,160.00         |
| Forsyth County                   | \$ -                 | \$ -                | \$ 31,920.00         | \$ -                 | included        | \$ 31,920.00         |
| Hall County                      | \$ -                 | \$ -                | \$ 3,822.00          | \$ -                 | \$ 118.20       | \$ 3,940.20          |
| <b>Dawson County</b>             | <b>\$ -</b>          | <b>\$ -</b>         | <b>\$ 31,824.00</b>  | <b>\$ 118,428.00</b> | <b>included</b> | <b>\$ 150,252.00</b> |
| <b>40,000 sf Office Building</b> |                      |                     |                      |                      |                 |                      |
| Roswell                          | \$ -                 | \$ -                | \$ 12,800.00         | \$ 47,040.00         | \$ 1,200.00     | \$ 61,040.00         |
| Sandy Springs                    | \$ 37,104.00         | \$ -                | \$ 31,440.00         | \$ 89,964.00         | \$ 4,755.24     | \$ 163,263.24        |
| Alpharetta                       | \$ 10,372.00         | \$ -                | \$ 7,664.00          | \$ 17,000.00         | \$ 1,051.08     | \$ 36,087.08         |
| Milton                           | \$ -                 | \$ -                | \$ 32,020.00         | \$ 25,140.00         | \$ 1,714.80     | \$ 58,874.80         |
| Cherokee County                  | \$ -                 | \$ -                | \$ 39,600.00         | \$ 2,520.00          | \$ 1,240.00     | \$ 43,360.00         |
| Forsyth County                   | \$ -                 | \$ -                | \$ 9,080.00          | \$ -                 | included        | \$ 9,080.00          |
| Hall County                      | \$ -                 | \$ -                | \$ 6,654.80          | \$ -                 | \$ 205.60       | \$ 6,860.40          |
| <b>Dawson County</b>             | <b>\$ -</b>          | <b>\$ -</b>         | <b>\$ 60,552.00</b>  | <b>\$ 18,224.00</b>  | <b>included</b> | <b>\$ 78,776.00</b>  |

\* Fire protection, emergency services/E911 and law enforcement.

Note: Cherokee County and Hall County have not updated their fees since the mid-2000s.

## Summary Maximum Impact Fee Schedule (as revised per Work Session)

| Land Use                                 | Library Services | Parks & Recreation | Fire Protection | Emergency/ 911 | Law Enforcement | Road Projects | Total Maximum Fee | Unit of Measure |
|--|------------------|--------------------|-----------------|----------------|-----------------|---------------|-------------------|-----------------|
| <b>Residential (200-299)</b>             |                  |                    |                 |                |                 |               |                   |                 |
| Single-Family Detached Housing           | \$ 343.95        | \$ 1,745.97        | \$ 677.68       | \$ 22.79       | \$ 361.70       | \$ 428.25     | \$ 3,580.34       | per dwelling    |
| Apartment                                | \$ 343.95        | \$ 1,745.97        | \$ 677.68       | \$ 22.79       | \$ 361.70       | \$ 299.14     | \$ 3,451.23       | per dwelling    |
| Residential Condominium/Townhouse        | \$ 343.95        | \$ 1,745.97        | \$ 677.68       | \$ 22.79       | \$ 361.70       | \$ 261.36     | \$ 3,413.45       | per dwelling    |
| <b>Port and Terminal (000-099)</b>       |                  |                    |                 |                |                 |               |                   |                 |
| Intermodal Truck Terminal                | \$ -             | \$ -               | \$ 0.41         | \$ 0.01        | \$ 0.22         | \$ 0.41       | \$ 1.05           | per square foot |
| <b>Industrial/Agricultural (100-199)</b> |                  |                    |                 |                |                 |               |                   |                 |
| General Light Industrial                 | \$ -             | \$ -               | \$ 0.67         | \$ 0.02        | \$ 0.36         | \$ 0.29       | \$ 1.34           | per square foot |
| General Heavy Industrial                 | \$ -             | \$ -               | \$ 0.53         | \$ 0.02        | \$ 0.28         | \$ 0.06       | \$ 0.90           | per square foot |
| Manufacturing                            | \$ -             | \$ -               | \$ 0.52         | \$ 0.02        | \$ 0.28         | \$ 0.16       | \$ 0.97           | per square foot |
| Warehousing                              | \$ -             | \$ -               | \$ 0.27         | \$ 0.01        | \$ 0.14         | \$ 0.15       | \$ 0.56           | per square foot |
| Mini-Warehouse                           | \$ -             | \$ -               | \$ 0.02         | \$ 0.00        | \$ 0.01         | \$ 0.10       | \$ 0.14           | per square foot |
| High-Cube Warehouse                      | \$ -             | \$ -               | \$ 0.02         | \$ 0.00        | \$ 0.01         | \$ 0.07       | \$ 0.10           | per square foot |
| <b>Lodging (300-399)</b>                 |                  |                    |                 |                |                 |               |                   |                 |
| Hotel or Conference Motel                | \$ -             | \$ -               | \$ 165.62       | \$ 5.57        | \$ 88.39        | \$ 367.53     | \$ 627.11         | per room        |
| All Suites Hotel                         | \$ -             | \$ -               | \$ 145.35       | \$ 4.89        | \$ 77.58        | \$ 220.43     | \$ 448.24         | per room        |
| Motel                                    | \$ -             | \$ -               | \$ 127.76       | \$ 4.30        | \$ 68.19        | \$ 253.26     | \$ 453.51         | per room        |
| <b>Recreational (400-499)</b>            |                  |                    |                 |                |                 |               |                   |                 |
| Golf Course                              | \$ -             | \$ -               | \$ 71.40        | \$ 2.40        | \$ 38.11        | \$ 192.71     | \$ 304.62         | per acre        |
| Bowling Alley                            | \$ -             | \$ -               | \$ 0.29         | \$ 0.01        | \$ 0.16         | \$ 1.27       | \$ 1.73           | per square foot |
| Movie Theater                            | \$ -             | \$ -               | \$ 0.43         | \$ 0.01        | \$ 0.23         | \$ 2.99       | \$ 3.66           | per square foot |
| Arena                                    | \$ -             | \$ -               | \$ 968.87       | \$ 32.58       | \$ 517.12       | \$ 1,274.43   | \$ 2,793.01       | per acre        |
| Amusement Park                           | \$ -             | \$ -               | \$ 2,643.79     | \$ 88.91       | \$ 1,411.07     | \$ 2,896.82   | \$ 7,040.59       | per acre        |
| Tennis Courts                            | \$ -             | \$ -               | \$ 70.90        | \$ 2.38        | \$ 37.84        | \$ 621.73     | \$ 732.85         | per acre        |
| Racquet/Tennis Club                      | \$ -             | \$ -               | \$ 0.09         | \$ 0.00        | \$ 0.05         | \$ 0.54       | \$ 0.68           | per square foot |
| Health/Fitness Center                    | \$ -             | \$ -               | \$ 0.21         | \$ 0.01        | \$ 0.11         | \$ 1.26       | \$ 1.58           | per square foot |
| Recreational Community Center            | \$ -             | \$ -               | \$ 0.36         | \$ 0.01        | \$ 0.19         | \$ 1.29       | \$ 1.86           | per square foot |

Summary Maximum Impact Fee Schedule continued

| Land Use                            | Library Services | Parks & Recreation | Fire Protection | Emergency/ 911 | Law Enforcement | Road Projects | Total Maximum Fee | Unit of Measure |
|-------------------------------------|------------------|--------------------|-----------------|----------------|-----------------|---------------|-------------------|-----------------|
| <b>Institutional (500-599)</b>      |                  |                    |                 |                |                 |               |                   |                 |
| Private Elementary School           | \$ -             | \$ -               | \$ 0.29         | \$ 0.01        | \$ 0.15         | \$ 0.55       | \$ 1.00           | per square foot |
| Private High School                 | \$ -             | \$ -               | \$ 0.19         | \$ 0.01        | \$ 0.10         | \$ 0.49       | \$ 0.79           | per square foot |
| Church/Place of Worship             | \$ -             | \$ -               | \$ 0.10         | \$ 0.00        | \$ 0.05         | \$ 0.37       | \$ 0.53           | per square foot |
| Day Care Center                     | \$ -             | \$ -               | \$ 0.82         | \$ 0.03        | \$ 0.44         | \$ 0.36       | \$ 1.64           | per square foot |
| Cemetery                            | \$ -             | \$ -               | \$ 23.67        | \$ 0.80        | \$ 12.63        | \$ 191.50     | \$ 228.60         | per acre        |
| <b>Medical (600-699)</b>            |                  |                    |                 |                |                 |               |                   |                 |
| Hospital                            | \$ -             | \$ -               | \$ 0.85         | \$ 0.03        | \$ 0.46         | \$ 0.46       | \$ 1.80           | per square foot |
| Nursing Home                        | \$ -             | \$ -               | \$ 0.68         | \$ 0.02        | \$ 0.36         | \$ 0.26       | \$ 1.32           | per square foot |
| Clinic                              | \$ -             | \$ -               | \$ 1.14         | \$ 0.04        | \$ 0.61         | \$ 1.09       | \$ 2.88           | per square foot |
| <b>Office (700-799)</b>             |                  |                    |                 |                |                 |               |                   |                 |
| General Office Building             | \$ -             | \$ -               | \$ 0.97         | \$ 0.03        | \$ 0.52         | \$ 0.46       | \$ 1.97           | per square foot |
| Corporate Headquarters Building     | \$ -             | \$ -               | \$ 1.00         | \$ 0.03        | \$ 0.53         | \$ 0.33       | \$ 1.89           | per square foot |
| Single-Tenant Office Building       | \$ -             | \$ -               | \$ 0.92         | \$ 0.03        | \$ 0.49         | \$ 0.48       | \$ 1.92           | per square foot |
| Medical-Dental Office Building      | \$ -             | \$ -               | \$ 1.18         | \$ 0.04        | \$ 0.63         | \$ 1.49       | \$ 3.34           | per square foot |
| Research and Development Center     | \$ -             | \$ -               | \$ 0.85         | \$ 0.03        | \$ 0.45         | \$ 0.34       | \$ 1.67           | per square foot |
| Business Park                       | \$ -             | \$ -               | \$ 0.90         | \$ 0.03        | \$ 0.48         | \$ 0.51       | \$ 1.92           | per square foot |
| <b>Retail (800-899)</b>             |                  |                    |                 |                |                 |               |                   |                 |
| Building Materials and Lumber Store | \$ -             | \$ -               | \$ 0.41         | \$ 0.01        | \$ 0.22         | \$ 1.64       | \$ 2.28           | per square foot |
| Free-Standing Discount Superstore   | \$ -             | \$ -               | \$ 0.28         | \$ 0.01        | \$ 0.15         | \$ 1.71       | \$ 2.15           | per square foot |
| Variety Store                       | \$ -             | \$ -               | \$ 0.28         | \$ 0.01        | \$ 0.15         | \$ 1.41       | \$ 1.85           | per square foot |
| Free-Standing Discount Store        | \$ -             | \$ -               | \$ 0.58         | \$ 0.02        | \$ 0.31         | \$ 1.57       | \$ 2.47           | per square foot |
| Hardware/Paint Store                | \$ -             | \$ -               | \$ 0.28         | \$ 0.01        | \$ 0.15         | \$ 0.92       | \$ 1.36           | per square foot |
| Nursery (Garden Center)             | \$ -             | \$ -               | \$ 0.91         | \$ 0.03        | \$ 0.48         | \$ 2.48       | \$ 3.90           | per square foot |
| Nursery (Wholesale)                 | \$ -             | \$ -               | \$ 0.48         | \$ 0.02        | \$ 0.26         | \$ 1.42       | \$ 2.18           | per square foot |
| Shopping Center                     | \$ -             | \$ -               | \$ 0.49         | \$ 0.02        | \$ 0.26         | \$ 1.45       | \$ 2.21           | per square foot |
| Factory Outlet Center               | \$ -             | \$ -               | \$ 0.49         | \$ 0.02        | \$ 0.26         | \$ 0.97       | \$ 1.73           | per square foot |
| Specialty Retail Center             | \$ -             | \$ -               | \$ 0.58         | \$ 0.02        | \$ 0.31         | \$ 1.61       | \$ 2.51           | per square foot |
| Automobile Sales                    | \$ -             | \$ -               | \$ 0.44         | \$ 0.01        | \$ 0.24         | \$ 1.15       | \$ 1.84           | per square foot |

Summary Maximum Impact Fee Schedule continued

| Land Use                            | Library Services | Parks & Recreation | Fire Protection | Emergency/ 911 | Law Enforcement | Road Projects | Total Maximum Fee | Unit of Measure |
|-------------------------------------|------------------|--------------------|-----------------|----------------|-----------------|---------------|-------------------|-----------------|
| <b>Retail Continued</b>             |                  |                    |                 |                |                 |               |                   |                 |
| Auto Parts Store                    | \$ -             | \$ -               | \$ 0.28         | \$ 0.01        | \$ 0.15         | \$ 1.22       | \$ 1.66           | per square foot |
| Tire Store                          | \$ -             | \$ -               | \$ 0.37         | \$ 0.01        | \$ 0.20         | \$ 0.75       | \$ 1.33           | per square foot |
| Tire Superstore                     | \$ -             | \$ -               | \$ 0.37         | \$ 0.01        | \$ 0.20         | \$ 0.76       | \$ 1.34           | per square foot |
| Supermarket                         | \$ -             | \$ -               | \$ 0.34         | \$ 0.01        | \$ 0.18         | \$ 1.97       | \$ 2.50           | per square foot |
| Convenience Market (Open 24 Hrs)    | \$ -             | \$ -               | \$ 0.52         | \$ 0.02        | \$ 0.28         | \$ 6.64       | \$ 7.46           | per square foot |
| Convenience Market w/Gas Pumps      | \$ -             | \$ -               | \$ 0.52         | \$ 0.02        | \$ 0.28         | \$ 6.08       | \$ 6.90           | per square foot |
| Discount Supermarket                | \$ -             | \$ -               | \$ 0.65         | \$ 0.02        | \$ 0.35         | \$ 2.12       | \$ 3.15           | per square foot |
| Wholesale Market                    | \$ -             | \$ -               | \$ 0.24         | \$ 0.01        | \$ 0.13         | \$ 0.18       | \$ 0.56           | per square foot |
| Discount Club                       | \$ -             | \$ -               | \$ 0.38         | \$ 0.01        | \$ 0.20         | \$ 1.14       | \$ 1.74           | per square foot |
| Home Improvement Superstore         | \$ -             | \$ -               | \$ 0.28         | \$ 0.01        | \$ 0.15         | \$ 0.43       | \$ 0.87           | per square foot |
| Electronics Superstore              | \$ -             | \$ -               | \$ 0.28         | \$ 0.01        | \$ 0.15         | \$ 0.55       | \$ 0.98           | per square foot |
| Apparel Store                       | \$ -             | \$ -               | \$ 0.49         | \$ 0.02        | \$ 0.26         | \$ 1.46       | \$ 2.22           | per square foot |
| Department Store                    | \$ -             | \$ -               | \$ 0.58         | \$ 0.02        | \$ 0.31         | \$ 0.50       | \$ 1.41           | per square foot |
| Pharmacy/Drugstore                  | \$ -             | \$ -               | \$ 0.49         | \$ 0.02        | \$ 0.26         | \$ 1.62       | \$ 2.38           | per square foot |
| Furniture Store                     | \$ -             | \$ -               | \$ 0.12         | \$ 0.00        | \$ 0.06         | \$ 0.05       | \$ 0.23           | per square foot |
| <b>Services (900-999)</b>           |                  |                    |                 |                |                 |               |                   |                 |
| Drive-in Bank                       | \$ -             | \$ -               | \$ 1.39         | \$ 0.05        | \$ 0.74         | \$ 1.46       | \$ 3.65           | per square foot |
| Quality Restaurant                  | \$ -             | \$ -               | \$ 2.17         | \$ 0.07        | \$ 1.16         | \$ 1.53       | \$ 4.93           | per square foot |
| High-Turnover (Sit-Down) Restaurant | \$ -             | \$ -               | \$ 2.17         | \$ 0.07        | \$ 1.16         | \$ 2.17       | \$ 5.57           | per square foot |
| Fast-Food Restaurant                | \$ -             | \$ -               | \$ 3.17         | \$ 0.11        | \$ 1.69         | \$ 6.02       | \$ 10.99          | per square foot |
| Quick Lubrication Vehicle Shop      | \$ -             | \$ -               | \$ 610.45       | \$ 20.53       | \$ 325.82       | \$ 1,493.48   | \$ 2,450.28       | per service bay |
| Gasoline/Service Station            | \$ -             | \$ -               | \$ 46.51        | \$ 1.56        | \$ 24.82        | \$ 1,516.51   | \$ 1,589.41       | per pump        |
| Gasoline Station w/Convenience Mkt  | \$ -             | \$ -               | \$ 0.06         | \$ 0.00        | \$ 0.03         | \$ 1,025.16   | \$ 1,025.26       | per pump        |
| Self-Service Car Wash               | \$ -             | \$ -               | \$ 58.14        | \$ 1.96        | \$ 31.03        | \$ 1,943.32   | \$ 2,034.45       | per stall       |

"Square foot" means square foot of gross building floor area.

All figures shown rounded to whole cents for readability; actual fees generally run to multiple decimal places.



## Memorandum

**TO:** David Headley, County Manager

**cc:** Danielle Yarbrough, County Clerk  
Leslie Clark, Library  
Lisa Henson, Parks & Recreation  
David McKee, Public Works  
Vickie Neikirk, Chief Financial Officer  
Dawn Pruett, Senior Services  
Greg Rowan, Sheriff's Office  
Jason Streetman, Planning & Development  
Lanier Swafford, Emergency Services

**FROM:** Bill Ross

**DATE:** January 2, 2018

**RE:** Impact Fee Work Session

This memo is to provide some background information for the January 11 Work Session, where we will be discussing appropriate levels for impact fees to be charged under the updated Impact Fee Program.

There are basically three ways to reduce the fees from the "maximum allowed" fees calculated in the Methodology Report: 1) eliminated specific projects entirely from the list of future improvements; 2) keep the projects, but reduce each public facility category on a percentage basis; and 3) keep the projects, but shift the funding for particular projects from impact fees to alternate sources of revenue (e.g., SPLOST).

First, some issues to be addressed to comply with State requirements:

**Level of Service Standards** – Future projects are to be identified to meet LOS standards adopted by the County. By and large, the LOS standards in the Methodology Report are based on the current level of service enjoyed by current residents and businesses, and are extended to future residents and businesses such that future growth and development will not degrade the services available to current residents and businesses.

**Fair share** – Impact fees must reflect the "fair, proportionate share" of the cost of the facilities needed to serve each particular land use. Where different demands on public infrastructure exist between different uses, the fees must be different on a proportional basis and those proportions must be maintained – a fee reduction for one land use must apply also to all of the other uses in that same public facility category.

**Funding sources** – The Capital Improvements Element that is sent to the Region and the State for review must include a Community Work Program (CWP) for the coming five years that identifies the total cost of each impact fee eligible project, the percent of the cost that

is anticipated to be covered by impact fees, and the sources of any other revenue that will cover any shortfall.

One additional issue: **Inflation**

Inflation has taken its toll on project costs and the value of money over the past many years.

The table on the right shows the effect of increases in the Consumer Price Index since the previous impact fees were adopted in 2006.

Previously, the County's impact fee program had two service areas – the area "inside" the GA 400 corridor area, and all lands "outside" the GA 400 Corridor. Impact fees for road improvements were only collected "inside" the corridor, and were thus higher. Because fees for road improvements are included countywide in the updated Impact Fee Program, the new "maximum" fees are more appropriately compared to the previous "inside" fees.

For simplicity, the table compares only the fees charged for a single-family house in 2006. Over the years, inflation has driven this "inside" fee of \$3,087 to a value at the beginning of 2018 of \$3,756. The net result is that a dollar in 2006 is worth only eighty-two cents today.

If it would be desired to charge the "same" fee today as was charged in 2006, that fee would have to be \$3,756 just to stay "even".

Keeping these issues in mind, here are the three alternate approaches to fee-setting.

**1. Delete projects**

This approach is straight-forward – take out projects that are not viewed as needed, thus reducing the amount of impact fee funding required of future growth and development.

Reducing projects from the lists in the Methodology Report, however, will often require reductions in the LOS standards since the remaining projects needed to serve future growth will provide a lower LOS than currently exists.

The net result would be that current residents and businesses would not be served at current levels, and would therefore see a reduction in services due to new growth. Because of this, this approach is not recommended.

**2. Reduce percentage of fees to be collected**

The total impact fees can be reduced by a set percentage. This percentage could be set across the board for all public facility categories (e.g., library Services, Parks & Recreation, Fire Protection, etc.) or different percentages could be applied on a public facility category by category basis. For instance, one percentage could be applied to the Fire Protection fees for all land uses under that category, while a different percentage could be charged to all land uses under a different public facility category. Importantly, all land uses in a particular

**Effect of Inflation on Fees**

|                                       | Consumer Price Index | Previous SFD Fee Outside** | Previous SFD Fee Inside** |
|---------------------------------------|----------------------|----------------------------|---------------------------|
| 2006                                  | 201.60               | \$ 2,051                   | \$ 3,087                  |
| 2007                                  | 207.34               | \$ 2,109                   | \$ 3,175                  |
| 2008                                  | 215.30               | \$ 2,190                   | \$ 3,297                  |
| 2009                                  | 214.54               | \$ 2,183                   | \$ 3,285                  |
| 2010                                  | 218.06               | \$ 2,218                   | \$ 3,339                  |
| 2011                                  | 224.94               | \$ 2,288                   | \$ 3,444                  |
| 2012                                  | 229.59               | \$ 2,336                   | \$ 3,516                  |
| 2013                                  | 232.96               | \$ 2,370                   | \$ 3,567                  |
| 2014                                  | 236.74               | \$ 2,408                   | \$ 3,625                  |
| 2015                                  | 237.02               | \$ 2,411                   | \$ 3,629                  |
| 2016                                  | 240.01               | \$ 2,442                   | \$ 3,675                  |
| 2017*                                 | 245.29               | \$ 2,495                   | \$ 3,756                  |
| <b>\$1 in 2006 = 82 cents in 2017</b> |                      |                            |                           |

\* Estimate, based on 2.2% 12-month increase year-over-year in Nov. 2017 (per US Bureau of Labor  
 \*\* Outside the Road Service Area and Inside the Road Service Area.

public facility category must be reduced by the same percentage – individual land uses cannot be called out for a different percentage than all others in the same public facility category.

The good: Under this approach, the County’s Level of Service standards are preserved and the “fair share” doctrine is upheld. It is the approach used by most cities and counties in setting their fee schedules at less-than-maximum levels.

The bad: The problem with this approach is that it provides no clear guidance to project-by-project funding as impact fees are collected and projects come up for implementation. Project funding remains at the “maximum allowed” but collections will not reach those levels. Alternate funding to make up the differences may not be recognized as credits applied to new growth and development, running the risk of inadvertently charging fees that cumulatively exceed the “fair share” total amount.

### **3. Reduce impact fee funding for particular projects**

Under this approach, specific projects would be identified to receive less funding from impact fees than the maximum funding level would provide.

This approach simultaneously identifies the level of “alternate” funding that would be required to fully fund the project.

The good: Under this approach, the County’s Level of Service standards are preserved, the “fair share” doctrine is upheld, and alternate funding source levels are identified for each project. Coordination with future SPLOST programs, bond issues or other interim financing vehicles are more easily identified.

The bad: Credits for funding received from new growth and development will increase due to their payment of the alternate funding taxes, further reducing the “maximum” impact fees that can be collected.

Resources at meeting:

I will have spreadsheets on my computer so that the Commission can use a trial-and-error approach to seeing the effects of changes they may wish to consider. The spreadsheets are interactive and will reflect the new resulting fees set by the Commission as changes are made or tested.

For Alternate Approach 2, the tables are set up to explore the effects of applying percentage reductions under whatever scenarios the Commission will wish to explore. The Summary Table shown on the next page will update the example fees as the percentage reductions are applied.

For Alternate 3, Project-by-Project reductions will be handled on a different spreadsheet – the project tables for each public facility category are shown on several pages below. Reductions in the impact fee column labeled “Revised New Growth Cost” will revise the “Alternate Funding” column automatically, and will be reflected in changes to the Summary Table (similar to the table used for Approach 2).

For Alternate Approach 1, a different table used for Alternate Approach 3 will be used, in which both the “Revised New Growth Cost” and the “Alternate Funding” columns will be zeroed out to reflect each deleted project.

Spreadsheet table of example land uses for Alternate Approach 2 (percentage reductions):

| Land Use                        | New Impact Fees (2018) |                    |                 |                      |           |                 |                      | Previous Fees      |                      |
|---------------------------------|------------------------|--------------------|-----------------|----------------------|-----------|-----------------|----------------------|--------------------|----------------------|
|                                 | Library Services       | Parks & Recreation | Fire Protection | Emergency Management | E-911     | Law Enforcement | Total New Impact Fee | Adopted Fee (2006) | Current Value (2018) |
| Single-Family Detached Housing  | \$ 558.84              | \$ 2,781.96        | \$ 1,038.01     | \$ 22.79             | \$ 361.70 | \$ 518.61       | \$ 5,281.91          | \$ 3,086.78        | \$ 3,755.69          |
| Apartment                       | \$ 558.84              | \$ 2,781.96        | \$ 1,038.01     | \$ 22.79             | \$ 361.70 | \$ 362.26       | \$ 5,125.56          | \$ 2,776.30        | \$ 3,377.93          |
| Convenience Market w/gas pumps  | \$ -                   | \$ -               | \$ 0.80         | \$ 0.02              | \$ 0.28   | \$ 7.37         | \$ 8.46              | \$ 37.77           | \$ 45.95             |
| Day Care Center                 | \$ -                   | \$ -               | \$ 1.25         | \$ 0.03              | \$ 0.44   | \$ 0.43         | \$ 2.15              | \$ 7.53            | \$ 9.16              |
| General Light Industrial        | \$ -                   | \$ -               | \$ 1.03         | \$ 0.02              | \$ 0.36   | \$ 0.35         | \$ 1.76              | \$ 1.71            | \$ 2.08              |
| Hotel or Conference Motel       | \$ -                   | \$ -               | \$ 253.68       | \$ 5.57              | \$ 88.39  | \$ 445.06       | \$ 792.70            | \$ 848.06          | \$ 1,031.84          |
| Medical-Dental Office Building  | \$ -                   | \$ -               | \$ 1.81         | \$ 0.04              | \$ 0.63   | \$ 1.81         | \$ 4.28              | \$ 4.82            | \$ 5.86              |
| Office Building - General       | \$ -                   | \$ -               | \$ 1.48         | \$ 0.03              | \$ 0.52   | \$ 0.55         | \$ 2.58              | \$ 2.56            | \$ 3.12              |
| Office Building - Single Tenant | \$ -                   | \$ -               | \$ 1.40         | \$ 0.03              | \$ 0.49   | \$ 0.58         | \$ 2.50              | \$ 2.56            | \$ 3.12              |
| Pharmacy/Drugstore              | \$ -                   | \$ -               | \$ 0.74         | \$ 0.02              | \$ 0.26   | \$ 1.96         | \$ 2.98              | \$ 5.45            | \$ 6.64              |
| Restaurant - Fast-Food          | \$ -                   | \$ -               | \$ 4.85         | \$ 0.11              | \$ 1.69   | \$ 7.29         | \$ 13.94             | \$ 34.07           | \$ 41.45             |
| Restaurant - Table Service      | \$ -                   | \$ -               | \$ 3.32         | \$ 0.07              | \$ 1.16   | \$ 2.64         | \$ 7.19              | \$ 14.53           | \$ 17.68             |
| Shopping Center                 | \$ -                   | \$ -               | \$ 0.74         | \$ 0.02              | \$ 0.26   | \$ 1.75         | \$ 2.77              | \$ 2.22            | \$ 2.70              |
| Specialty Retail Center         | \$ -                   | \$ -               | \$ 0.88         | \$ 0.02              | \$ 0.31   | \$ 1.95         | \$ 3.16              | \$ 2.98            | \$ 3.62              |
| Supermarket                     | \$ -                   | \$ -               | \$ 0.52         | \$ 0.01              | \$ 0.18   | \$ 2.39         | \$ 3.10              | \$ 8.24            | \$ 10.02             |
| Warehousing                     | \$ -                   | \$ -               | \$ 0.41         | \$ 0.01              | \$ 0.14   | \$ 0.18         | \$ 0.74              | \$ 1.06            | \$ 1.29              |

**Percent of Maximum**      **100.00%**   **100.00%**   **100.00%**   **100.00%**   **100.00%**   **100.00%**

| Land Use | Library Services | Parks & Recreation | Fire Protection | Emergency Management | E-911 | Law Enforcement | Total Impact Fee | Unit of Measure |
|----------|------------------|--------------------|-----------------|----------------------|-------|-----------------|------------------|-----------------|
|----------|------------------|--------------------|-----------------|----------------------|-------|-----------------|------------------|-----------------|

The percentages that are entered under each public facility category will automatically revise the fees on the full impact fee table (which extends on below the headings shown at the bottom of the above illustration) and the fees on the Summary Table (shown) will be revised accordingly.

I have taken the liberty of preparing 3 test cases ahead of time – across-the board reductions to equal the previous single-family fee and to equal the 2018 inflated previous fee amount, and a third test case to reduce only the residential-only categories (Libraries and Parks & Recreation) to the total 2018 inflated previous fee amount.

Spreadsheet tables for Alternate Approach 3 (shifts in project funding). Changes by the Commission will be tested in the "Revised New Growth Cost" column.

**Library System**

| Year         | Project            | % for New Growth | Total New Growth Cost | Revised New Growth Cost | Alternate Funding |
|--------------|--------------------|------------------|-----------------------|-------------------------|-------------------|
| 2026         | New Branch Library | 100%             | \$ 4,719,155          | \$ 4,719,155            | \$ -              |
| 2034         | New Branch Library | 100%             | \$ 4,096,654          | \$ 4,096,654            | \$ -              |
| <b>Total</b> |                    | <b>100%</b>      | <b>\$ 8,815,809</b>   | <b>\$ 8,815,809</b>     | <b>\$ -</b>       |

| Year         | Total Materials Needed (annual) | % for New Growth | Total New Growth Cost  | Revised New Growth Cost | Alternate Funding |
|--------------|---------------------------------|------------------|------------------------|-------------------------|-------------------|
| 2018         | 2,373                           | 99.49%           | \$ 52,233.93           | \$ 52,233.93            | \$ 263            |
| 2019         | 2,438                           | 99.47%           | \$ 54,172.99           | \$ 54,172.99            | \$ 285            |
| 2020         | 2,510                           | 99.48%           | \$ 56,325.35           | \$ 56,325.35            | \$ 285            |
| 2021         | 2,581                           | 99.50%           | \$ 58,491.77           | \$ 58,491.77            | \$ 285            |
| 2022         | 2,635                           | 99.47%           | \$ 60,281.09           | \$ 60,281.09            | \$ 307            |
| 2023         | 2,680                           | 99.48%           | \$ 61,913.95           | \$ 61,913.95            | \$ 307            |
| 2024         | 2,751                           | 99.49%           | \$ 64,182.63           | \$ 64,182.63            | \$ 307            |
| 2025         | 2,831                           | 99.47%           | \$ 66,679.09           | \$ 66,679.09            | \$ 329            |
| 2026         | 2,914                           | 99.49%           | \$ 69,313.78           | \$ 69,313.78            | \$ 329            |
| 2027         | 2,998                           | 99.47%           | \$ 71,993.51           | \$ 71,993.51            | \$ 351            |
| 2028         | 3,092                           | 99.48%           | \$ 74,987.07           | \$ 74,987.07            | \$ 351            |
| 2029         | 3,164                           | 99.46%           | \$ 77,466.00           | \$ 77,466.00            | \$ 372            |
| 2030         | 3,240                           | 99.48%           | \$ 80,110.42           | \$ 80,110.42            | \$ 372            |
| 2031         | 3,326                           | 99.49%           | \$ 83,050.03           | \$ 83,050.03            | \$ 372            |
| 2032         | 3,410                           | 99.47%           | \$ 85,963.33           | \$ 85,963.33            | \$ 394            |
| 2033         | 3,492                           | 99.48%           | \$ 88,899.95           | \$ 88,899.95            | \$ 394            |
| 2034         | 3,599                           | 99.47%           | \$ 92,505.82           | \$ 92,505.82            | \$ 416            |
| 2035         | 3,678                           | 99.48%           | \$ 95,469.09           | \$ 95,469.09            | \$ 416            |
| 2036         | 3,810                           | 99.48%           | \$ 99,851.34           | \$ 99,851.34            | \$ 438            |
| 2037         | 3,969                           | 99.47%           | \$ 105,028.26          | \$ 105,028.26           | \$ 460            |
| 2038         | 4,132                           | 99.47%           | \$ 110,404.10          | \$ 110,404.10           | \$ 482            |
| 2039         | 4,290                           | 99.49%           | \$ 115,766.29          | \$ 115,766.29           | \$ 482            |
| 2040         | 4,456                           | 99.48%           | \$ 121,414.28          | \$ 121,414.28           | \$ 504            |
| <b>Total</b> | <b>74,369</b>                   |                  | <b>\$ 1,846,504.04</b> | <b>\$1,846,504.04</b>   | <b>\$ 8,501</b>   |

## Parks and Recreation

| Component Type              | % for New Growth | Total New Growth Cost | Revised New Growth Cost | Alternate Funding   |
|-----------------------------|------------------|-----------------------|-------------------------|---------------------|
| Park Acres                  | 90.46%           | \$ 10,997,627         | \$ 10,997,627           | \$ 1,160,276        |
| Baseball/Softball Fields    |                  | \$ -                  | \$ -                    | \$ -                |
| Basketball Courts (outdoor) | 92.27%           | \$ 641,865            | \$ 641,865              | \$ 53,786           |
| Multi-Purpose Fields        | 98.52%           | \$ 2,056,012          | \$ 2,056,012            | \$ 30,932           |
| Picnic Pavilions            | 85.66%           | \$ 851,231            | \$ 851,231              | \$ 142,557          |
| Playgrounds                 | 77.87%           | \$ 1,276,840          | \$ 1,276,840            | \$ 362,902          |
| Aquatic Center (each)       | 71.39%           | \$ 10,994,914         | \$ 10,994,914           | \$ 4,406,907        |
| Tennis Courts               | 87.40%           | \$ 1,823,943          | \$ 1,823,943            | \$ 263,000          |
| Buildings:                  |                  |                       |                         |                     |
| Gymnasium (sf)              | 100.00%          | \$ 4,621,376          | \$ 4,621,376            | \$ -                |
| Maintenance Sheds (sf)      | 100.00%          | \$ 753,092            | \$ 753,092              | \$ -                |
| Office/Concession (sf)      | 100.00%          | \$ 886,957            | \$ 886,957              | \$ -                |
| Recreation Center (sf)      | 100.00%          | \$ 9,786,370          | \$ 9,786,370            | \$ -                |
| Restroom/Concession (#)     | 86.20%           | \$ 1,448,381          | \$ 1,448,381            | \$ 231,815          |
| Senior Rec Center           | 100.00%          | \$ 1,407,429          | \$ 1,407,429            | \$ -                |
| Maintenance Yard (acres)    | 100.00%          | \$ 11,084             | \$ 11,084               | \$ -                |
| Walking Trails (miles)      | 100.00%          | \$ 1,031,352          | \$ 1,031,352            | \$ -                |
| Parking (spaces)            | 100.00%          | \$ 6,880,882          | \$ 6,880,882            | \$ -                |
|                             |                  | <b>\$ 55,469,356</b>  | <b>\$ 55,469,356</b>    | <b>\$ 6,652,174</b> |

**Fire Protection**

| Year | Facility        | Percent Eligible | Eligible Cost        | Revised New Growth Cost | Alternate Funding   |
|------|-----------------|------------------|----------------------|-------------------------|---------------------|
| 2019 | Station 9       | 100%             | \$ 1,403,918         | \$ 1,403,918            |                     |
| 2020 | New Station 5   | 25%              | \$ 472,011           | \$ 472,011              | \$ 1,416,031        |
| 2021 | Station 10      | 100%             | \$ 952,167           | \$ 952,167              |                     |
| 2022 | New Station 4   | 25%              | \$ 480,191           | \$ 480,191              | \$ 1,440,574        |
| 2023 | New Station 3   | 25%              | \$ 484,335           | \$ 484,335              | \$ 1,453,004        |
| 2025 | Station 11      | 100%             | \$ 1,478,187         | \$ 1,478,187            |                     |
| 2028 | Station 12      | 100%             | \$ 505,594           | \$ 505,594              |                     |
| 2031 | Station 13      | 100%             | \$ 1,556,385         | \$ 1,556,385            |                     |
| 2034 | Station 14      | 100%             | \$ 1,597,022         | \$ 1,597,022            |                     |
| 2037 | Station 15      | 100%             | \$ 2,184,961         | \$ 2,184,961            |                     |
| 2024 | Training Center | 100%             | \$ 220,807           | \$ 220,807              |                     |
|      |                 |                  | <b>\$ 11,335,578</b> | <b>\$ 11,335,578</b>    | <b>\$ 4,309,609</b> |

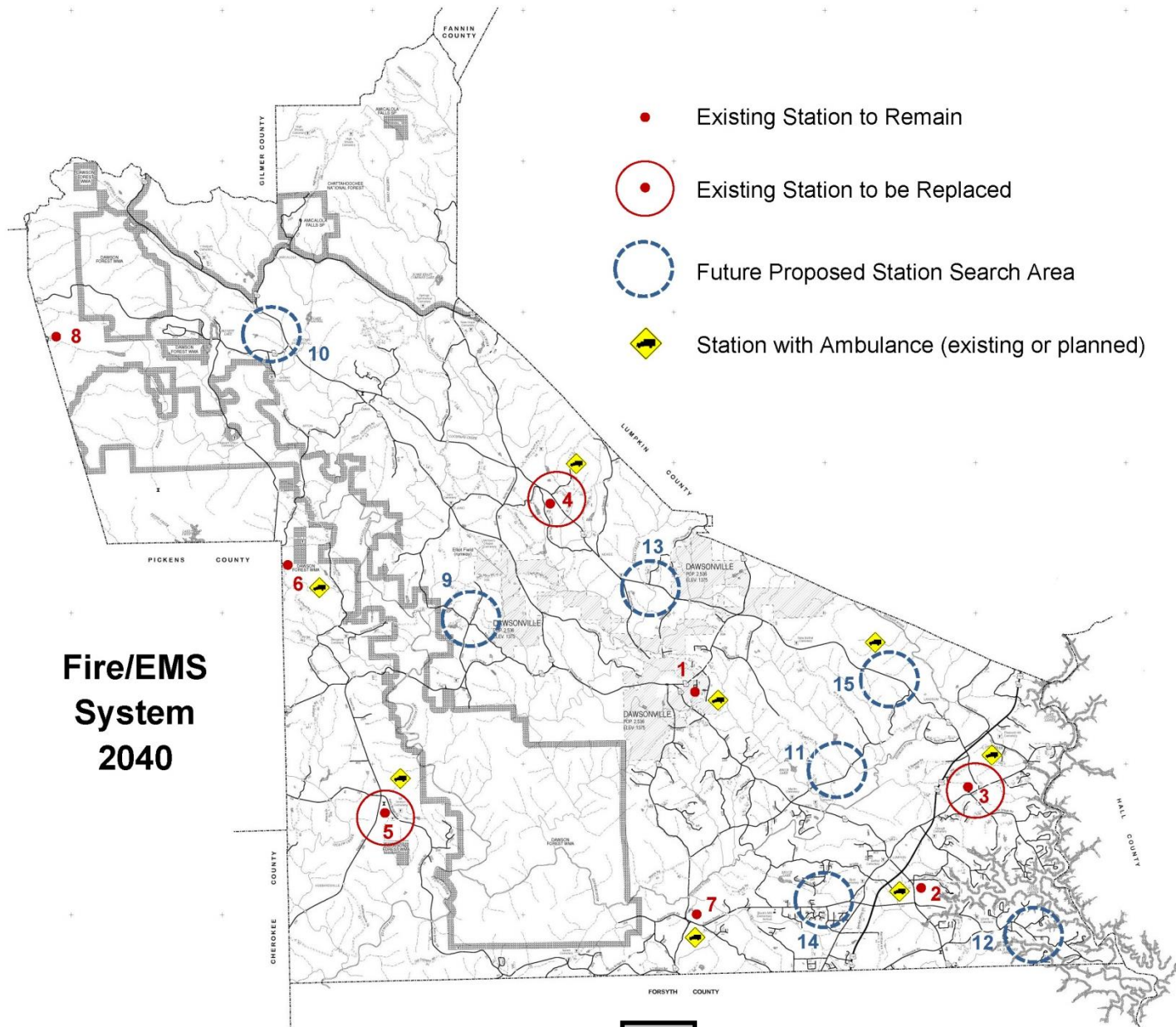
  

| Year | Engines for ... | Percent Eligible | Eligible Cost        | Revised New Growth Cost | Alternate Funding |
|------|-----------------|------------------|----------------------|-------------------------|-------------------|
| 2019 | Station 9       | 100%             | \$ 1,121,557         | \$ 1,121,557            | \$ -              |
| 2020 | New Station 5   | 100%             | \$ 257,385           | \$ 257,385              | \$ -              |
| 2020 | Station 1       | 100%             | \$ 1,132,493         | \$ 1,132,493            | \$ -              |
| 2021 | Station 10      | 100%             | \$ 727,705           | \$ 727,705              | \$ -              |
| 2022 | New Station 4   | 100%             | \$ 682,315           | \$ 682,315              | \$ -              |
| 2023 | New Station 3   | 100%             | \$ 423,981           | \$ 423,981              | \$ -              |
| 2023 | Station 2       | 100%             | \$ 1,165,947         | \$ 1,165,947            | \$ -              |
| 2025 | Station 11      | 100%             | \$ 1,188,796         | \$ 1,188,796            | \$ -              |
| 2028 | Station 12      | 100%             | \$ 445,059           | \$ 445,059              | \$ -              |
| 2031 | Station 13      | 100%             | \$ 1,260,066         | \$ 1,260,066            | \$ -              |
| 2034 | Station 14      | 100%             | \$ 1,297,288         | \$ 1,297,288            | \$ -              |
| 2037 | Station 15      | 100%             | \$ 1,639,157         | \$ 1,639,157            | \$ -              |
|      |                 |                  | <b>\$ 11,341,748</b> | <b>\$ 11,341,748</b>    | <b>\$ -</b>       |

| Year         | Number of Hydrants | Percent Eligible | Eligible Cost       | Revised New Growth Cost | Alternate Funding |
|--------------|--------------------|------------------|---------------------|-------------------------|-------------------|
| 2017         | 3                  | 100%             | \$ 11,895           | \$ 11,895               | \$ -              |
| 2018         | 14                 | 100%             | \$ 57,089           | \$ 57,089               | \$ -              |
| 2019         | 11                 | 100%             | \$ 46,132           | \$ 46,132               | \$ -              |
| 2020         | 12                 | 100%             | \$ 51,758           | \$ 51,758               | \$ -              |
| 2021         | 11                 | 100%             | \$ 48,794           | \$ 48,794               | \$ -              |
| 2022         | 12                 | 100%             | \$ 54,745           | \$ 54,745               | \$ -              |
| 2023         | 18                 | 100%             | \$ 84,454           | \$ 84,454               | \$ -              |
| 2024         | 37                 | 100%             | \$ 178,538          | \$ 178,538              | \$ -              |
| 2025         | 22                 | 100%             | \$ 109,178          | \$ 109,178              | \$ -              |
| 2026         | 8                  | 100%             | \$ 40,831           | \$ 40,831               | \$ -              |
| 2027         | 10                 | 100%             | \$ 52,490           | \$ 52,490               | \$ -              |
| 2028         |                    |                  | \$ -                | \$ -                    | \$ -              |
| 2029         | 18                 | 100%             | \$ 99,936           | \$ 99,936               | \$ -              |
| 2030         |                    |                  | \$ -                | \$ -                    | \$ -              |
| 2031         | 12                 | 100%             | \$ 70,469           | \$ 70,469               | \$ -              |
| 2032         | 21                 | 100%             | \$ 126,829          | \$ 126,829              | \$ -              |
| <b>Total</b> | <b>209</b>         |                  | <b>\$ 1,033,137</b> | <b>\$ 1,033,137</b>     | <b>\$ -</b>       |





**Fire/EMS  
System  
2040**



### Emergency/911

| Year | Capital Improvement | Percent Eligible | Eligible Cost | Revised New Growth Cost | Alternate Funding |
|------|---------------------|------------------|---------------|-------------------------|-------------------|
| 2021 | New EOC/911 Center  | 60.20%           | \$ 562,425.62 | \$ 562,425.62           | \$ 371,836.21     |

### Law Enforcement

| Year | Capital Improvement      | Percent Eligible | Eligible Cost | Revised New Growth Cost | Alternate Funding |
|------|--------------------------|------------------|---------------|-------------------------|-------------------|
| 2030 | Expansion of HQ and Jail | 100%             | \$ 8,034,163  | \$ 8,034,163            | \$ -              |

### Road Improvements

| Year | Project Description                  | Percent Eligible | Eligible Cost           | Revised New Growth      | Alternate Funding       |
|------|--------------------------------------|------------------|-------------------------|-------------------------|-------------------------|
| 2016 | Dawson Forest Road                   | 53.03%           | \$ 1,134,467.98         | \$ 1,134,467.98         | \$ 502,335.51           |
| 2017 | Tanner Road                          | 53.03%           | \$ 424,270.88           | \$ 424,270.88           | \$ 187,864.56           |
| 2017 | Kelly Bridge Road                    | 53.03%           | \$ 1,166,744.91         | \$ 1,166,744.91         | \$ 516,627.55           |
| 2017 | Steve Tate Highway                   | 53.03%           | \$ 673,530.02           | \$ 673,530.02           | \$ 298,234.99           |
| 2018 | Public Works Fleet Building (New)    | 53.03%           | \$ 1,363,568.37         | \$ 1,363,568.37         | \$ 603,779.77           |
| 2019 | Lumpkin Campground Road              | 53.03%           | \$ 2,243,781.58         | \$ 2,243,781.58         | \$ 1,987,065.63         |
| 2019 | Red Rider Road                       | 53.03%           | \$ 673,134.47           | \$ 673,134.47           | \$ 596,119.69           |
| 2019 | Sweetwater Juno Road                 | 53.03%           | \$ 729,229.01           | \$ 729,229.01           | \$ 645,796.33           |
| 2020 | Couch Road                           | 53.03%           | \$ 2,019,167.31         | \$ 2,019,167.31         | \$ 1,788,149.97         |
| 2020 | Grant Road East                      | 53.03%           | \$ 461,523.96           | \$ 461,523.96           | \$ 408,719.99           |
| 2020 | Shoal Creek/Shoal Creek Rd Bridge    | 53.03%           | \$ 1,442,262.36         | \$ 1,442,262.36         | \$ 1,277,249.99         |
| 2021 | Amicalola River/Goshen Church Bridge | 53.03%           | \$ 889,977.85           | \$ 889,977.85           | \$ 788,153.54           |
| 2021 | Whitmire Drive West                  | 53.03%           | \$ 474,654.85           | \$ 474,654.85           | \$ 420,348.56           |
|      | <b>Total</b>                         |                  | <b>\$ 13,696,313.55</b> | <b>\$ 13,696,313.55</b> | <b>\$ 10,020,446.09</b> |

The results to the changes to the "Revised New Growth Cost" columns on the above project tables will be simultaneously reflected in the following Summary Table:

### Example Impact Fees -- Revised

| Land Use                        | Library Services | Parks & Recreation | Fire Protection | Emergency/ 911 | Law Enforcement | Road Projects | Total Fee  | Unit of Measure |
|---------------------------------|------------------|--------------------|-----------------|----------------|-----------------|---------------|------------|-----------------|
| Single-Family Detached Housing  | \$ 558.84        | \$ 2,781.96        | \$ 1,038.01     | \$ 22.79       | \$ 361.70       | \$ 518.61     | \$5,281.91 | per dwelling    |
| Apartment                       | \$ 558.84        | \$ 2,781.96        | \$ 1,038.01     | \$ 22.79       | \$ 361.70       | \$ 362.26     | \$5,125.56 | per dwelling    |
| Convenience Market w/gas pumps  | \$ -             | \$ -               | \$ 0.80         | \$ 0.02        | \$ 0.28         | \$ 7.37       | \$ 8.46    | per square foot |
| Day Care Center                 | \$ -             | \$ -               | \$ 1.25         | \$ 0.03        | \$ 0.44         | \$ 0.43       | \$ 2.15    | per square foot |
| General Light Industrial        | \$ -             | \$ -               | \$ 1.03         | \$ 0.02        | \$ 0.36         | \$ 0.35       | \$ 1.76    | per square foot |
| Hardware/Paint Store            | \$ -             | \$ -               | \$ 253.68       | \$ 5.57        | \$ 88.39        | \$ 445.06     | \$ 792.70  | per room        |
| Medical-Dental Office Building  | \$ -             | \$ -               | \$ 1.81         | \$ 0.04        | \$ 0.63         | \$ 1.81       | \$ 4.28    | per square foot |
| Office Building - General       | \$ -             | \$ -               | \$ 1.48         | \$ 0.03        | \$ 0.52         | \$ 0.55       | \$ 2.58    | per square foot |
| Office Building - Single Tenant | \$ -             | \$ -               | \$ 1.40         | \$ 0.03        | \$ 0.49         | \$ 0.58       | \$ 2.50    | per square foot |
| Pharmacy/Drugstore              | \$ -             | \$ -               | \$ 0.74         | \$ 0.02        | \$ 0.26         | \$ 1.96       | \$ 2.98    | per square foot |
| Restaurant - Fast-Food          | \$ -             | \$ -               | \$ 4.85         | \$ 0.11        | \$ 1.69         | \$ 7.29       | \$ 13.94   | per square foot |
| Restaurant - Table Service      | \$ -             | \$ -               | \$ 3.32         | \$ 0.07        | \$ 1.16         | \$ 2.64       | \$ 7.19    | per square foot |
| Shopping Center                 | \$ -             | \$ -               | \$ 0.74         | \$ 0.02        | \$ 0.26         | \$ 1.75       | \$ 2.77    | per square foot |
| Specialty Retail Center         | \$ -             | \$ -               | \$ 0.88         | \$ 0.02        | \$ 0.31         | \$ 1.95       | \$ 3.16    | per square foot |
| Supermarket                     | \$ -             | \$ -               | \$ 0.52         | \$ 0.01        | \$ 0.18         | \$ 2.39       | \$ 3.10    | per square foot |
| Warehousing                     | \$ -             | \$ -               | \$ 0.41         | \$ 0.01        | \$ 0.14         | \$ 0.18       | \$ 0.74    | per square foot |

Original Single-Family Fee (2006) \$3,086.78

Inflated Single-Family Fee (2018) \$3,755.96

2018 Maximum Single-Family Fee \$5,281.91

## Exemptions

We discussed briefly at the last meeting that the way to reduce impact fees for specific land uses would be through the application of an "exemption" allowed under the State law.

The following statement on Exemptions is included in the County's Impact Fee Ordinance:

Dawson County recognizes that certain office retail trade and industrial development projects provide extraordinary benefit in support of the economic advancement of the county's citizens over and above the access to jobs, goods and services that such uses offer in general. To encourage such development projects the board of commissioners may consider granting a reduction in the impact fee for such a development project upon the determination and relative to the extent that the business or project represents **extraordinary economic development and employment growth** of public benefit to Dawson County **in accordance with adopted exemption criteria**. It is also recognized that the cost of system improvements otherwise foregone through exemption of any impact fee must be funded through revenue sources other than impact fees. [Emphasis added]

To enable an exemption for any particular land use, exemption criteria would need to be adopted by the Commission, and would apply equally to all such similar uses. The criteria, however, can be very specific about the type or characteristics of the land uses that qualify for the exemption. For "hotels", for instance, the exemption could be very specific about the facilities to be provided (business center, breakfast area, meeting rooms, indoor room access, etc.)

There are many dimensions to exemptions that can be considered:

- They can be automatically applied by staff when the criteria are met.
- They can vary or only be applied in specific geographical areas.
- They can apply to both new development and expansion of an existing business
- They can be varied in the percentage of the exemption allowed by the Board of Commissioners, depending on the amount of public benefit to be achieved. Such criteria might include:
  - The percentage of management positions to be created;
  - The average wage compared to the County or State average;
  - The investment to be made in the project;
  - Other County assistance with infrastructure improvements;
  - Etc.
- The policy can be expanded to apply to IRS-recognized non-profit institutions.

There are many different examples of how exemptions have been applied by other jurisdictions.

Given the complexity of and alternatives for establishing the criteria, it is suggested that the establishment of the criteria be deferred to a future meeting when we discuss appropriate amendments to the Impact Fee Ordinance.

**Backup material for agenda item:**

1. Consideration of Blacks Mill Bridge Professional Service Design Authorization



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 2-8-18

Prepared By: D. McKee

Voting Session: 2-15-18

Presenter: David McKee

Public Hearing: Yes  No

Agenda Item Title: Blacks Mill Bridge Professional Service Design Authorization

**Background Information:**

On July 17, 2017, my office received notice from the Georgia Department of Transportation (GDOT) Bridge Maintenance Engineer that the bridge over Blacks Mill Creek shall be closed until repairs/replacement could occur. The bridge was immediately closed to all vehicular traffic. In August 2017 staff presented three options to the BOC for consideration with the board approving staff to work with GDOT on a surplus bridge option to offset the replacement cost. At this time there are no surplus bridge options available. Staff has reviewed the new bridge replacement option and believes this option will be the quickest, most cost effective solution for replacement.

**Current Information:**

The bridge remains closed at this time. Replacement of the single-lane bridge with a new structure in the current footprint will be the most cost effective, quickest solution to getting the road reopened. Staff has met with several engineering firms that specialize in the structural engineering that is required of this type of bridge replacement. Southeastern Engineering Inc. (SEI) provided the timeliest, cost effective solution and completed several projects for Whitfield County Public Works in 2017. Staff requested funds from GDOT and was approved up to \$175,000 or 70% of construction cost. Staff is requesting approval of the SEI contract for professional services for the design of the new bridge structure.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

| Fund | Dept. | Acct No. | Budget | Balance | Requested | Remaining |
|------|-------|----------|--------|---------|-----------|-----------|
|      |       |          |        |         |           |           |

Recommendation/Motion: Motion to approve the contract with SEI, utilizing the professional services exemption for the design of the replacement bridge for Blacks Mill Bridge.

Department Head Authorization: David McKee

Date: 1-23-18

Finance Dept. Authorization: Vickie Neikirk

Date: 1/25/18

County Manager Authorization: DH

Date: 2/1/18

County Attorney Authorization:

Date:

**Comments/Attachments:**

SEI Contract, GDOT financial assistance letter, Whitfield County example documents

County financial contribution to the project will be provided by in-kind service and is not expected to impact the budget requiring an addition/amendment.

## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

**CLIENT:** David McKee  
Director of Public Works – SPLOST Administrator  
Dawson County  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534

### **PROJECT NAME: Blacks Mill Road Existing Bridge Replacement with Modular Bridge System**

**PROJECT UNDERSTANDING:** SEI understands that the Dawson County Public Works Department needs surveying, geotechnical investigation and engineering design for one proposed bridge replacement in Dawson County. Blacks Mill Road is currently closed and will be closed during the duration of construction. SEI will coordinate directly with an approved pre-cast/fabricator of the modular bridge system to ensure everything needed for construction of the proposed bridge is included in the design. SEI will be contracting directly with S&ME, Inc. that will provide all the geotechnical information needed for piles needed for the modular bridge system. Rusted W-Beam guardrail will be added in lieu of bridge barrier.

### **SCOPE OF SERVICES**

#### **Task 1 - Survey**

SEI will survey the area to determine the topo needed for the bridge layout and design. Above ground utilities will be located as well.

#### **Task 2 - Geotechnical Explorations for Bridge Foundation Investigation (BFI)**

S&ME understands it is desired to support each pre-cast structure on driven HP 12x53 steel pile bents. They have been requested to provide a geotechnical exploration for each planned structure in general accordance with Georgia Department of Transportation (GDOT) bridge foundation investigation (BFI) guidelines. They understand the structure will be designed in accordance with allowable stress design (ASD) and not load factored resistance design (LRFD). Please see the detailed proposal from S&ME for additional information in the attachment.

#### **Task 3 - Plans Production & Coordination with Pre-Caster/Fabricator**

Once survey has been completed SEI will coordinate with the modular bridge producer to assemble the plan set required to bid the project. SEI will not provide any additional survey but will use Allied Surveying's data for the plan production. SEI will ensure that all plans needed to bid the modular bridge system are incorporated into the plan set. This task assumes up to two visits to Dawson County for preconstruction coordination.

**Task 4 - Construction Administration Support**

SEI will assist Dawson County assemble any special documentation as necessary to supplement Dawson County's standard contract documentation. SEI understands that Dawson County will handle the actual contract administration but SEI will assist in getting the word out to contractors that do this kind of work so they will know about the project. SEI will coordinate with Dawson County Public Works Department on items that will be handled directly by county forces and what should be included/excluded from the contract such as unit prices for construction material, haul away of construction debris coordination, erosion control monitoring, etc. SEI will attend and conduct the pre-bid meeting (if required) and will attend and conduct the preconstruction meeting (if required).

**Task 5 - Construction Support (RFI's)**

SEI will provide construction support for any questions from the contractor that arise during construction. SEI will visit the site as needed to ensure proper installation of the bridge as requested by Dawson County. SEI also understands that Dawson County will hand the full construction oversight by in-house forces.

**SCHEDULE**

SEI can initiate work on this project immediately upon the anticipated notice to proceed (NTP) of February 2<sup>nd</sup> 2018. SEI's Geotech firm, S&ME, will have Geotech investigation completed by February 23<sup>rd</sup>. SEI has provided a detailed schedule to assume going to construction in May 2018 to ensure the project is completed by early summer of 2018.

**COMPENSATION**

**PLEASE INITIAL EACH AUTHORIZED TASK BOX WHERE THERE IS A FEE:**

| PROFESSIONAL FEES   |                 |  |                  |
|---|-----------------|--|------------------|
| Description   | Task Subtotal   | Billed                                 | Authorized Tasks |
| <b>Task 1 - Survey</b>  | <b>\$5,000</b>  | <b>Monthly, % Complete of Lump Sum</b> |                  |
| <b>Task 2 – Geotech Explorations for Bridge Foundation Investigation (S&amp;ME)</b> | <b>\$8,700</b>  | <b>Monthly, % Complete of Lump Sum</b> |                  |
| <b>Task 3 – Plan Production &amp; Coordination with Pre-Caster/Fabricator</b>       | <b>\$15,000</b> | <b>Monthly, % Complete of Lump Sum</b> |                  |
| <b>Task 4 – Construction Admin Support</b>  | <b>\$2,500</b>  | <b>Monthly, % Complete of Lump Sum</b> |                  |
| <b>Task 5 – Construction Support (RFI's)</b>  | <b>\$2,500</b>  | <b>Monthly, % Complete of Lump Sum</b> |                  |
| <b>TOTAL</b>  | <b>\$33,700</b> |  |                  |

Direct expenses are included in the fees subtotaled in the above table. Direct expenses not included in the fees that are incurred by SEI will be billed at cost and may include but are not limited to special fees, M:\~RFP\2017 RFP's\Dawson County\Blacks Mill Road Bridge Replacement\17-1108

permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

|              |       |                                |       |
|--------------|-------|--------------------------------|-------|
| CLIENT       | _____ | SOUTHEASTERN ENGINEERING, INC. | _____ |
| Signed       | _____ | Signed                         | _____ |
| Name (Typed) | _____ | Name (Typed)                   | _____ |
| TITLE        | _____ | TITLE                          | _____ |
| DATE         | _____ | DATE                           | _____ |



# ATTACHMENT A

## EXCLUSIONS:

This agreement does not include the following:

- Zoning or zoning modification applications and coordination
- GDOT or other agency coordination
- Community coordination meetings
- Graphic design
- Traffic engineering services
- Land surveying services
- Structural engineering and inspection
- Soil testing/geotechnical analysis of existing soils or levels of compaction
- Subsurface utility location and/or investigation
- Utility capacity analyses
- Offsite utility evaluation and/or extension
- Offsite utility easements
- Utility coordination
- Stream buffer variance - variance through EPD and/or local jurisdiction
- Offsite silt study
- Dam breach
- FEMA coordination and/or letter of Map Revision
- MS4 requirements
- Architectural services
- Landscape architectural services
- Irrigation design
- Tree survey and/or as-builts
- Planting plans
- Inspecting and/or placing plants on site
- State waters and/or wetland location, delineation and/or permitting through USACE
- Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- LDP submittal or revisions
- Final plat submittal or revisions
- Cost estimates or Quantity take offs
- Construction management, contract administration or price/cost negotiations of construction work
- Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- Maintenance services (post-construction or otherwise)

## ATTACHMENT B

### HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

#### Environmental Personnel:

|                                 |           |
|---------------------------------|-----------|
| Environmental Scientist I:      | \$85/hr.  |
| Environmental Services Manager: | \$125/hr. |

#### Planning and Landscape Architecture Personnel:

|                      |           |
|----------------------|-----------|
| Administrative:      | \$60/hr.  |
| Technician:          | \$60/hr.  |
| Land Planner:        | \$125/hr. |
| Landscape Architect: | \$125/hr. |

#### Engineering Personnel:

|                  |           |
|------------------|-----------|
| Administrative:  | \$60/hr.  |
| Technician:      | \$50/hr.  |
| Designer I:      | \$70/hr.  |
| Designer II:     | \$90/hr.  |
| Designer III:    | \$105/hr. |
| Engineer I:      | \$85/hr.  |
| Engineer II:     | \$105/hr. |
| Engineer III:    | \$135/hr. |
| Project Manager: | \$140/hr. |
| Principal:       | \$250/hr. |

#### Surveying Personnel:

|                           |              |
|---------------------------|--------------|
| Field Crew: (2 Man)       | \$140/hr.    |
| Field Crew: (2 Man OT)    | \$210/hr.    |
| Field Crew (3 man):       | \$185/hr.    |
| Field Crew: (3 Man OT)    | \$277.50/hr. |
| GPS Field Crew:           | \$175/hr.    |
| Senior Land Surveyor:     | \$195/hr.    |
| Registered Land Surveyor: | \$135/hr.    |
| Survey Project Manager:   | \$115/hr.    |
| Field Manager:            | \$95/hr.     |
| Survey Technician 1:      | \$75/hr.     |
| Survey Technician 2:      | \$85/hr.     |
| Survey Technician 3:      | \$95/hr.     |
| Administrative:           | \$55/hr.     |

*Note: Personnel include direct and contract employees.*

## ATTACHMENT C

### GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. The Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of

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Dawson County Blacks Mill Road Bridge Replacement

Proposal.docx

one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.

# WHITFIELD COUNTY PRECAST MODULAR BRIDGE INSTALLATIONS

Whitfield County Public Works contracted with Southeastern Engineering, Inc. for the design, construction management and oversight, as well as contract administration of three precast modular bridge installations. Each of the existing stream crossings consisted of large diameter corrugated metal pipes which had rusted and were deemed structurally deficient. Two of the three roads had already been closed by the Georgia Department of Transportation due to the condition of the existing pipes. SEI developed a hybrid construction contract with Whitfield County since they had in house asphalt crews, grading crews, and pre-established unit price material contracts at their disposal.



## Project BENEFITS

### Construction Duration

Less than 8 months from inception to final project. Less than two months construction time for all three bridges.

### Cost Effectiveness

Total cost for all three bridges approximately \$700,000.

### Hybrid Construction Contract

The County provided miscellaneous materials, grading, and paving thereby reducing the overall project costs.

### Reduced long term maintenance

No metal pipes that can rust or require debris cleanout.

### Seamless Project Team

SEI provided complete turnkey services, working with the County, Geotechnical Firm, and Bridge Precast Firm to ensure quality on time delivery.

### Full Construction Oversight

SEI provided full CE&I during construction ensuring no delays and proper bridge installation.



in partnership with



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# DAWSON COUNTY FINANCE DEPARTMENT

## PROFESSIONAL EXEMPTION MEMORANDUM

TO : Billy Thurmond, Dawson County, BOC Chairman  
FROM: Melissa Hawk, Purchasing Manager  
RE : Southeastern Engineering, Inc.  
DATE: January 12, 2018

David McKee, Public Works Director, and I are requesting that a professional exemption be granted for Southeastern Engineering, Inc. (SEI) to perform services needed by Dawson County Public Works for the surveying, geotechnical investigation and engineering design to replace the current structure standing at Blacks Mill Road.

Quotes were sought out by other firms to establish a cost. During this time, it was discovered that SEI is the only responding firm capable of completing all phases of required work for the bridge replacement project.

The scope of services entails the following tasks: survey, geotechnical explorations for bridge foundation investigation, plans production and coordination with pre-caster/fabricator; construction administration support and construction support.

A preliminary timeline is as follows: Notice to Proceed to SEI- February 2, 2018; contract documents to Purchasing for release of IFB – April 17, 2018; IFB opening date – May 16, 2018; Award of construction contract – June 1, 2018; Construction completion date – late summer 2018.

If the request for professional exemption is not granted, the preliminary dates listed above would need to be expanded by 6 weeks.

The quote from SEI is in the amount of \$33,700.00; for all scope of services as depicted above.

Please initial either the approved or disapproved statement or then sign and date below for these services.

Thank you,

Melissa Hawk  
Dawson County – Purchasing  
Purchasing Manager

Vickie Neikirk  
Chief Financial Officer

Accounting

Accounts Payable

Accounts Receivable

Budget

Grant Administration

Payroll

Purchasing

Dawson County  
Government Center  
25 Justice Way, Suite 2214  
Dawsonville, GA 30534  
Phone 706-344-3501  
Fax 706-531-3504



Vickie Neikirk  
Chief Financial Officer

Accounting

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Dawson County  
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25 Justice Way, Suite 2214  
Dawsonville, GA 30534  
Phone 706-344-3501  
Fax 706-531-3504

\_\_\_\_\_ I approve the above professional exemption request.

\_\_\_\_\_ I disapprove the above professional exemption request.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Backup material for agenda item:**

2. Consideration of RFQ #301-17 Insurance Broker Services Award Recommendation



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 02/08/18

Prepared By: Melissa Hawk

Voting Session: 02/15/2018

Presenter: Danielle Yarborough/Melissa Hawk

Public Hearing: Yes  No

Agenda Item Title: RFQ #301-17 Insurance Broker Services Award Recommendation

### Background Information:

Dawson County historically contracts with an insurance broker firm to monitor the insurance market for pricing trends for negotiating insurance costs for employee and county premiums. The current contract with Northwestern Benefits exhausted all renewals on December 31, 2017. An extension of the contract was agreed upon which ends on February 28, 2018.

### Current Information:

A Request for Qualifications was released on August 31, 2017, and opened on September 28, 2017. After individual review of the technical response by 4 evaluators, the top 4 bidders were invited to an Interview/presentation meeting. New technical scores were presented to Purchasing by the 4 evaluators. ShawHankins remained the top candidate with a score of 92. Pricing was reviewed and Human Resources and Purchasing agreed to hold negotiations. ShawHankins submitted new commission rates, which were within a range agreeable of Human Resources. Commission is paid directly to ShawHankins from the insurance carriers. There is no direct cost from the county for this contract.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

Recommendation/Motion: To approve a contract with ShawHankins for Insurance Broker Services at the commission rate submitted as a result of RFQ #301-17 Insurance Broker Services.

Department Head Authorization: Danielle Yarborough

Date: 01/25/2018

Finance Dept. Authorization: Vickie Neikirk

Date: 01/25/18

County Manager Authorization: DH

Date: 2/1/18

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

### Comments/Attachments:

Presentation

# RFQ #301-17 Insurance Broker Services

WORK SESSION FEBRUARY 8, 2018



# Background

- ▶ Dawson County historically contracts with an insurance broker firm to monitor the insurance market for pricing trends and negotiating insurance expenditures for employee and County paid premiums.
- ▶ The current contract with Northwestern Benefits expired on December 31, 2017. An extension was agreed upon which ends on February 28, 2018.
- ▶ A Request for Qualifications solicitation was released on August 31, 2017 and opened on September 28, 2017.
- ▶ Structured according to policy.

# Background

- ▶ After individual review of the technical response by four (4) evaluators, the top four (4) firms were invited to an Interview/Presentation meeting.
- ▶ New technical scores were presented to Purchasing by the evaluators. After this phase, ShawHankins remained the top candidate with a score of 92.
- ▶ Commission rate negotiations were held with ShawHankins. New rates were received and accepted by Human Resources.

# Evaluation Committee

- ▶ Danielle Yarborough, Human Resources Director
- ▶ Vickie Neikirk, Chief Financial Officer
- ▶ Lanier Swafford, Emergency Services Director
- ▶ Kristi Rutmann, Human Resources Specialist
- ▶ Melissa Hawk, Purchasing Manager (Facilitator)

# Scope of Services

- ▶ The scope of services for this contract include, but not limited to:
  - ▶ Ensuring carrier contracts confirm to Federal and State legislation.
  - ▶ Market the County's insurance package for best premium costs to both employees and the County.
  - ▶ Analyze claims history and report quarterly to Human Resources.
  - ▶ Provide consultation with employees to ensure that coverage and costs meet the needs of the individual/family.
  - ▶ Provide a management software package for all County employee's use.
  - ▶ Reconcile carriers monthly invoices.

# Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry (GPR)
- ▶ Emailed notification through Vendor Registry (VR)
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notified previous vendors
- ▶ **7 proposals received**



# Evaluation Criteria and Proposer Scores

| COMPANY NAME         | COMPANY BACKGROUND AND STRUCTURE | TECHNICAL EXPERIENCE OF FIRM | QUALIFICATIONS OF STAFF | APPROACH & RESPONSIVENESS TO SCOPE OF WORK & METHODOLOGY | REFERENCES | TECHNICAL TOTAL |
|----------------------|----------------------------------|------------------------------|-------------------------|--|------------|-----------------|
| MSI Benefits         | 50                               | 80                           | 105                     | 59   | 32         | 81              |
| Shaw Hankins         | 57                               | 93                           | 111                     | 72   | 37         | 92              |
| Northwestern Benefit | 47                               | 79                           | 98                      | 58   | 32         | 78              |
| Epic                 | 47                               | 85                           | 96                      | 54   | 35         | 79              |
| Resurgens Risk Mgt   | 50                               | 76                           | 90                      | 62   | 30         | 77              |
| MidSouth Benefits    | 53                               | 85                           | 108                     | 75   | 36         | 89              |
| FMBC                 | 44                               | 69                           | 84                      | 56   | 29         | 71              |

Price is not considered in evaluation 531 or Request for Qualifications responses. Scores have been rounded up to the nearest whole number.

# Commission Rates Proposal

| SHAWHANKINS PRICE PROPSOAL |                       |                        |  |                          |
|----------------------------|-----------------------|------------------------|--|--------------------------|
| DESCRIPTION OF SERVICES    | (UOM) UNIT OF MEASURE | ORIGINAL PRICE PER UOM |  | NEGOTIATED PRICE PER UOM |
| Medical                    | Percentage of Premium | 2.75%                  |  | 2.75%                    |
| Dental                     | Percentage of Premium | 8%                     |  | 5%                       |
| Vision                     | Percentage of Premium | 15%                    |  | 10%                      |
| Employer Paid Life         | Percentage of Premium | 10%                    |  | 10%                      |
| Short Term Disability      | Percentage of Premium | 15%                    |  | 12%                      |
| Long Term Disability       | Percentage of Premium | 15%                    |  | 12%                      |
| Voluntary Benefits -AFLAC  | Percentage of Premium | 15% Level              |  | 0%                       |

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The Voluntary Benefits received through AFLAC will not be monitored nor negotiated through ShawHankins but, directly between HR and the local AFLAC representative.

# Recommendation

Staff respectfully requests the Board to accept proposals received and award a contract to ShawHankins for the RFQ #301-17 Insurance Broker Services for a one year term, with four possible one-year renewal options.

**Backup material for agenda item:**

3. Consideration of Board Appointment:

**a. Avita Community Partners**

*i. Angelia Brown- Replacing Joe Hirsch (Jessica Douglas) (Term: February 2018 through June 2020)*



January 2, 2018

Dawson County Board of Commissioners  
78 Howard Avenue East  
Suite 100  
Dawsonville, Georgia 30534

Dear Commissioners:

Angelia Brown attended our December 12, 2017 Board meeting and expressed an interest in representing Dawson County on our Board of Directors. Our Board is required to include a majority (51%) of individuals with personal or family experience in mental health, developmental disabilities or addictive diseases. Mrs. Brown has a family member with a disability which meets this requirement. With her interest in the services Avita provides, we believe she will be an asset to our Board.

We respectfully request Dawson County Board of Commissioners appointment of Mrs. Brown for the balance of the 3 year term which began July 1, 2017 and concludes June 30, 2020. If this is acceptable, please notify us and Mrs. Brown when the appointment has been officially entered into your Commission minutes. Mrs. Brown's address is 44 Kilough Ridge Drive—Dawsonville, Georgia 30534. Home number: 706-265-6303; cell number: 706-974-0949.

Thank you for the vital role you and the Commissioners play in supporting the services provided by Avita to Dawson County residents. If you have any questions, please feel free to contact me at 678-513-5700 or via email at [Cindy.Levi@avitapartners.org](mailto:Cindy.Levi@avitapartners.org).

Sincerely,

A handwritten signature in blue ink that reads "Cynthia L. Levi".

Cynthia L. Levi  
Chief Executive Officer

Cc: Angela Whidby, Board Chair  
Board Governance Committee

A small version of the Avita logo, consisting of a cluster of colorful squares to the left of the text.

(800) 525-8751 toll-free  
(678) 513-5830 fax  
[www.avitapartners.org](http://www.avitapartners.org)

4331 Thurmond Tanner Parkway  
Flowery Branch, GA 30542

DAWSON COUNTY BOARD OF COMMISSIONERS  
APPLICATION FOR APPOINTMENT TO COUNTY  
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

**Board or Authority Applied for** AVITA Board of Directors

**Name** Angelia G. Brown (Angie)

**Home Address** 44 Kilough Ridge Drive

**City, State, Zip** Dawsonville, GA 30534

**Mailing Address (if different)** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Telephone Number** L, 678-513-5204 WK. Alternate # \_\_\_\_\_

**Fax Telephone Number** 678-989-3008 FAX

**E-Mail Address** abrown2@laniertech.edu

**Additional information you would like to provide:**

I would greatly appreciate your vote of confidence to allow me to serve on the AVITA Board of Directors. I look forward to the chance to serve the community and the opportunity to represent Dawson County.

**Signature** Angelia G. Brown **Date** 1/19/18

**Please note: Submission of this application does not guarantee an appointment.**

**Return to:** Dawson County Board of Commissioners  
Attn: County Clerk  
25 Justice Way, Suite 2235  
Dawsonville, GA 30534  
(706) 344-3501 FAX: (706) 344-3889

## **Angelia (Angie) G. Brown**

44 Kilough Ridge Drive  
Dawsonville, Georgia 30534

678-513-5204 work  
email: [abrown2@laniertech.edu](mailto:abrown2@laniertech.edu)

---

### **Relevant Experience**

- 2009-Currently Cosmetology Instructor, Lanier Technical College
- 2017 Selected to serve on 2018 I-LEAD Lanier Technical College for Leadership
- Currently serve as Faculty Representative for LTC Website Focus Group
- Currently serve on President Advisory Committee, LTC
- Currently serve on Marketing Public Relations Committee, LTC
- Currently serve on Curriculum Committee, LTC
- Currently serve on Community Outreach Committee, LTC
- Currently serve on Advisory Committee for Forsyth County CTAE
- 2014 Served on QEP Topic Selection Committee, LTC
- 2012 Created and Implemented new Dawson Cosmetology Program @ LTC
- 2011 Served on Dawson County School System Parent Advisory Board for SACS
- 2010 Served on Interview Committee for Walnut Grove High School
- 2009 Career Tech Ed Cosmetology Teacher 9-12 grade at Walnut Grove High School & Loganville High School with Walton County School System
- 2009 Created and Implemented new Cosmetology Department at WGHS
- 2009 Formed and Chaired Advisory Board Committee for Walnut Grove High
- 2009 Chartered and Organized Skills USA Program for Walnut Grove High
- 2009-2012 Advisor for Career Technical Student Organization, Skills USA
- 2009 Worked Cooperatively with Athens Tech Dual Enrollment

### **Education**

- Master Degree in Public Administration, Valdosta State University
- Bachelor of Science, Organizational Leadership, Valdosta State University
- Graduate of Georgia State University, New Teacher Institute for Career and Technical Education Teachers Program
- Awarded Associate in Applied Science in Personal/Public Service Degree at Lanier Technical College, Cumming, Georgia
- Certified Facilitator Training with the American Cancer Society

### **License & Certification**

- 2015 Completed Blackboard Learn Essentials Training with GVTC
- 2012 Completed Phase 1 and 2 Training with State Technical College
- Certified Teacher, Certification-Georgia Educator Certificate, Technical Specialist Level 2, Career Technical Education
- License in Managing Cosmetologist, Alabama
- License Master Cosmetologist, Georgia
- Certified Facilitator in Look Good...Feel Better with American Cancer Society

### **Professional Association**

- GACTE - Georgia Association for Career & Technical Education
- PAGE - Professional Association of Georgia Educators

**Backup material for agenda item:**

4. Consideration of Annexation #C8-00007



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

January 26, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Martha Kay Shaw: ANX# C8-00007

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Martha Kay Shaw. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Annexation #** 08-00007

**FEE \$250.00 (NONREFUNDABLE)** Date Paid \_\_\_\_\_ Cash /Ck # \_\_\_\_\_

Fee's waived by CC 48118

**Please Print Clearly** ZONING AMENDMENT APPLICATION AND FEES RECEIVED? YES NO

Applicant Name(s): MARTHA KAY HEDLEY SHAW

Mailing Address 114 GOLD BULLION DR W City DAWSONVILLE State GA Zip 30534

E-Mail MKLSFRONTLINE@AOL.COM

Applicant Telephone Number(s): 706 265-7626

Property Owner's Name(s): MARTHA KAY HEDLEY SHAW

Mailing Address 114 GOLD BULLION DR. W City DAWSONVILLE State GA Zip 30534

E-Mail MKLSFRONTLINE@AOL.COM

Property Owner's Telephone Number(s): 706 265-7626

ON PROPERTY TAX STATEMENT - LOT 17 BLOCK E GOLD CREEK LL 69 LD 4-1

Address of Property to be Annexed: 114 GOLD BULLION DR W  VACANT LOT

MAP CODE 090065 Tax Map & Parcel # \_\_\_\_\_ Property Size in Acres: 0.00 Survey Recorded in Plat Book # 01149 Page # 0159-0160

Land Lot # E 17 District # 001 Section # \_\_\_\_\_ Legal Recorded in Deed Book # 635 Page # 239-241

Current Use of Property: PRIVATE RESIDENCE

**7** County Zoning Classification: RPC City Zoning Classification: R2 PUO

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

- Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
- Number of persons currently residing on the property: 1;  VACANT  
 Number of persons 18 years or older: 1; Number of persons registered to vote: 1
- The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- Number of existing housing units: 1
- List of Addresses for each housing unit in the annexed area at the time of the annexation:  
114 Gold Bullion Dr. W
- Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
STAY THE SAME
- Names of affected Subdivision: GOLD CREEK GOLF CLUB SUBDIVISION
- Name of affected Multi-Family Complex: Not applicable
- Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
Not applicable
- Names of affected Duplexes: Not applicable
- Names of Mobile Home Parks: Not applicable



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 114 GOLD BULLDOG DR W DAWSONVILLE GA 30534 (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

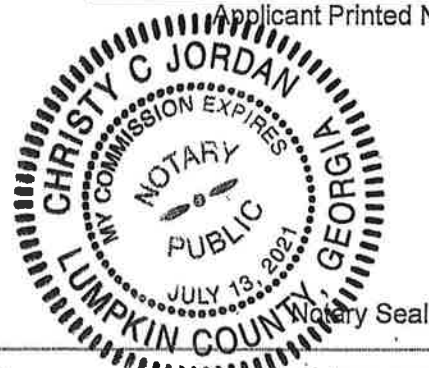
Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

|     |   |  |
|-----|---|--|
| (1) | <u>Martha Kay Hedley Shaw</u><br>Property Owner Signature | <u>MARTHA KAY HEDLEY SHAW</u><br>Property Owner Printed Name |
| (2) | _____<br>Property Owner Signature                         | _____<br>Property Owner Printed Name                         |
| (1) | _____<br>Applicant Signature                              | _____<br>Applicant Printed Name                              |
| (2) | _____<br>Applicant Signature                              | _____<br>Applicant Printed Name                              |

Sworn to and subscribed before me  
 this 24<sup>th</sup> day of January 2018.

Christy C Jordan  
 Notary Public, State of Georgia

My Commission Expires: 7/13/21



|  |             |                                       |
|--|-------------|---------------------------------------|
| RECEIVED<br>JAN 25 2018  | Rec'd _____ | Completed Application with Signatures |
|  | Rec'd _____ | Current Boundary Survey               |
|  | Rec'd _____ | Legal Description                     |
|  | Rec'd _____ | ARC Population Estimate Information   |
| Planning Commission Meeting Date (if rezone): <u>3/5/18</u>  |             |                                       |
| Dates Advertised: _____  |             |                                       |
| 1 <sup>st</sup> City Council Reading Date: <u>3/19/18</u>  |             |                                       |
| 2 <sup>nd</sup> City Council Reading Date: <u>4/9/18</u>   |             |                                       |
| Date Certified Mail to: <u>1/26/18</u> County Board of Commissioners & Chairman <u>1/26/18</u> County Manager <u>1/26/18</u> County Attorney |             |                                       |
| <input type="checkbox"/> Letter Received from Dawson County Date: _____  |             |                                       |

Filed in Office: 04/17/2015 11:30AM  
Deed Doc: ESTD  
Bk 01149 Pg 0159-0160  
Georgia Transfer Tax Paid : \$0.00  
Justin Power Clerk of Court  
Dawson County  
0422015000433

Prepared by & return to:

William G. Witcher, Jr.  
P.O. Box 1043  
Decatur, Georgia 30031

**STATE OF GEORGIA**  
**COUNTY OF DEKALB**

**EXECUTOR'S DEED**

THIS INDENTURE made this 10<sup>th</sup> day of April, 2015 by and between

MARTHA KAY HEDLEY SHAW, as Executor under the Last Will and Testament of CHARLES LEE SHAW, deceased, late of the State of Georgia and County of Dawson County, Party of the First Part, hereinafter called the "Grantor" and

MARTHA KAY HEDLEY SHAW, Party of the Second Part, hereinafter called the "Grantee"

**WITNESSETH:**

THAT, WHEREAS, CHARLES LEE SHAW, late of Dawson County, Georgia, died testate seized and possessed of the land hereinafter described, the Last Will and Testament of said CHARLES LEE SHAW having been duly probated in the Probate Court of Dawson, Georgia, and Letters Testamentary dated April 6, 2015 having been issued by said Court to the Grantor; and recorded in the minutes of the Probate Court of Dawson County; and

WHEREAS, there are no liens or encumbrances of any kind or nature outstanding against said property and arrangements have been made for payment of all debts of the Estate of CHARLES LEE SHAW, including taxes and administrative costs, for which there are sufficient assets in said estate;

NOW, THEREFORE, pursuant to the power and authority granted to the Grantor under the provisions of said Will, Grantor, as Executor aforesaid, for the purpose of assenting to the devise contained in the Last Will and Testament of the said CHARLES LEE SHAW, deceased, does hereby grant and convey to the Grantee in fee simple, all of the interest of CHARLES LEE SHAW, deceased, in the following described property, to-wit:

*2*  
GWD | 12:00 PM  
OTT ✓

A one-half (1/2) undivided interest (being all of the interest of said deceased) of:

All that certain parcel of land situate in land lot 69 of the 4<sup>th</sup> district, 1<sup>st</sup> section, county of Dawson, state of Georgia, being known and designated as lot 17, block E, unit 2 Gold Creek Golf Club subdivision, as per plat recorded in plat book 31, page 247 Dawson County, Georgia, said plat being incorporated herein.

This is the same property conveyed from JARED PROPERTIES, LLC to Charles Lee Shaw and Martha Kay Shaw by warranty deed dated November 12, 2004 and recorded in Deed Book 635, page 239-241 of the Dawson County Real property records.

This is the same property conveyed from JARED PROPERTIES, LLC to Charles Lee Shaw and Martha Kay Shaw by warranty deed dated November 12, 2004 and recorded in Deed Book 635, page 239-241 of the Dawson County Real property records.

Martha Kay Shaw and Martha Kay Hedley Shaw are one and the same person.

**TO HAVE AND TO HOLD** the said described property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, Grantor's heirs, legal representative, successors, and assigns, in as full and ample manner as same was held and enjoyed by the said CHARLES LEE SHAW, during her lifetime.

**IN WITNESS WHEREOF**, the Party of the First Part, as Executor aforesaid, has hereunto set his hand and affixed his seal, the date and year first above written.

Signed, Sealed and Delivered in the presence of:

Will Martin  
(UNOFFICIAL WITNESS)

Martha Kay Hedley Shaw  
Martha Kay Hedley Shaw, Executor  
Estate of CHARLES LEE SHAW

Sworn to and subscribed before me  
This 10<sup>th</sup> day of April

Tina Vernon  
(NOTARY PUBLIC)  
My Commission Expires: \_\_\_\_\_

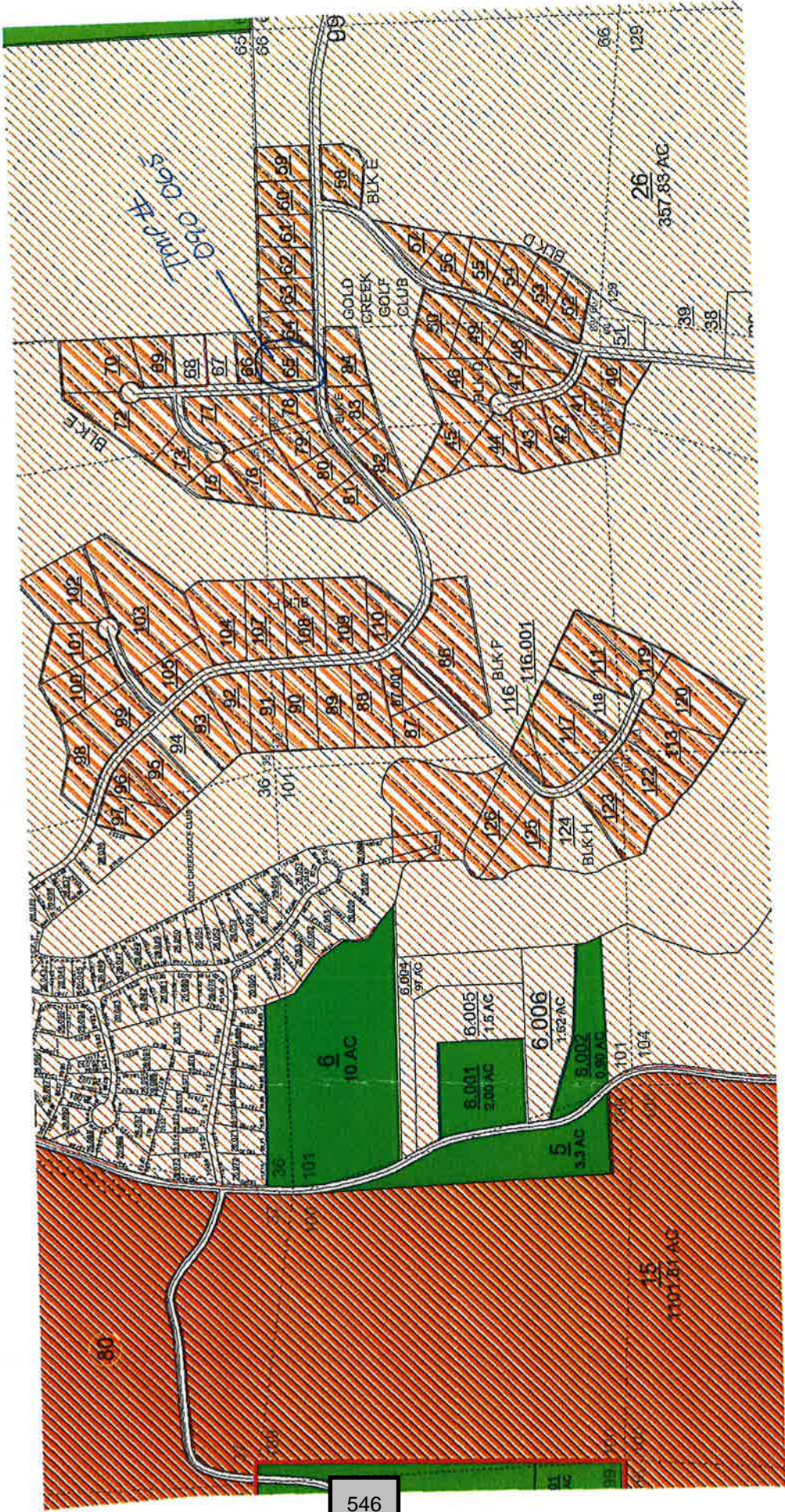








County Zoning Map





Temp # 090 065

City Zoning Map



**Backup material for agenda item:**

5. Consideration of Annexations #C8-00009 through #C8-00016 and #C8-00019 through #C8-00026

**LIST OF ANNEXATIONS FOR MAILING ON 2/2/18**

|               |            |                             |
|---------------|------------|-----------------------------|
| ANX #C8-00009 | EVANS      | 617 GOLD BULLION DRIVE WEST |
| ANX #C8-00010 | DIXON      | 412 GOLD BULLION DRIVE WEST |
| ANX #C8-00011 | STEWART    | 156 GOLD BULLION DRIVE WEST |
| ANX #C8-00012 | HORNE      | 764 GOLD CREEK DRIVE        |
| ANX #C8-00013 | TOBOLSKI   | 388 GOLD BULLION DRIVE WEST |
| ANX #C8-00014 | MURPHY     | 21 GOLD LEAF TERRACE        |
| ANX #C8-00015 | DUNCAN     | 15 PROSPECTORS COURT        |
| ANX #C8-00016 | MAXWELL    | 781 GOLD CREEK DRIVE        |
| ANX #C8-00019 | BROGDON    | 467 GOLD BULLION DRIVE WEST |
| ANX #C8-00020 | HYAMS      | 50 GOLD CREEK CIRCLE        |
| ANX #C8-00021 | SHILLING   | 104 PROSPECTORS COURT       |
| ANX #C8-00022 | DAY        | 7 GOLD BULLION DRIVE EAST   |
| ANX #C8-00023 | KULISH     | 663 GOLD CREEK DRIVE        |
| ANX #C8-00024 | LURANC     | 355 GOLD BULLION DRIVE WEST |
| ANX #C8-00025 | ROPER      | 15 GOLD CREEK COURT         |
| ANX #C8-00026 | GERSPACHER | 188 GOLD BULLION DRIVE WEST |

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Walter & Mary Evans: ANX# C8-00009

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Walter & Mary Evans. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Casey Majewski". The signature is fluid and cursive.

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

①

Annexation # 08-00009

**Please Print Clearly**

Applicant Name(s): WALTER & MARY J EVANS

Applicant Mailing Address: 617 GOLD BULLION DR W.

City: DAWSONVILLE State: GA Zip: 30534

Applicant Telephone Number(s): 706-265-3625 CELL 706 344-7891

Property Owner's Name(s): WALTER & MARY J. EVANS

Property Owner's Mailing Address: 1217 GOLD BULLION DR W

City: DAWSONVILLE State: GA Zip: 30534

Property Owner's Telephone Number(s): 706-265-3625 706 344 7891

Address of Property to be Annexed: 617 GOLD BULLION DR  VACANT LOT

Tax Map & Parcel # 090-097 Property Size in Acres: 1.000 Survey Recorded in Plat Book # 31 Page # 303

Land Lot # 36 District # 4 Section # 1 Legal Recorded in Deed Book # 241 Page # 278

Current Use of Property: Residence

County Zoning Classification: RPC City Zoning Classification: PUD/R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 617 Cold Willow Dr W 091097 (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1) [Signature]  
 Property Owner Signature

WALTER EVANS  
 Property Owner Printed Name

(2) [Signature]  
 Property Owner Signature

MARY J. EVANS  
 Property Owner Printed Name

(1) [Signature]  
 Applicant Signature

WALTER EVANS  
 Applicant Printed Name

(2) [Signature]  
 Applicant Signature

MARY J. EVANS  
 Applicant Printed Name

Sworn to and subscribed before me  
 this 29 day of January 2017

[Signature]  
 Notary Public, State of Georgia

My Commission Expires: 10-25-17

Notary Seal

|   |                          |                                       |
|---|--------------------------|---------------------------------------|
| Annexation Application Received Date Stamp: | Rec'd                    | Completed Application with Signatures |
|   | Rec'd                    | Current Boundary Survey               |
|   | Rec'd                    | Legal Description                     |
|   | Rec'd <u>JAN 31 2018</u> | ARC Population Estimate Information   |

Planning Commission Meeting Date (if rezone): 2/5/18

Dates Advertised: \_\_\_\_\_

1st City Council Reading Date: 3/19/18

2nd City Council Reading Date: 4/9/18

Approved: YES NO

Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



49-83

**HEALTH DEPARTMENT NOTES:**

- A. BLOCK 7, LOT 7: DEDICATED TO THE USE OF A SEWERAGE TREATMENT PLANT.
- B. BLOCK 7, LOT 8: STAY 10' FROM DRAIN AREA.
- C. BLOCK 7, LOT 9: STAY 10' FROM DRAIN AREA.
- D. BLOCK 7, LOT 10: STAY 10' FROM DRAIN AREA.
- E. BLOCK 7, LOT 11: STAY 10' FROM DRAIN AREA.
- F. BLOCK 7, LOT 12: STAY 10' FROM DRAIN AREA.
- G. BLOCK 7, LOT 13: STAY 10' FROM DRAIN AREA.
- H. BLOCK 7, LOT 14: STAY 10' FROM DRAIN AREA.
- I. BLOCK 7, LOT 15: STAY 10' FROM DRAIN AREA.
- J. BLOCK 7, LOT 16: STAY 10' FROM DRAIN AREA.
- K. BLOCK 7, LOT 17: STAY 10' FROM DRAIN AREA.
- L. BLOCK 7, LOT 18: STAY 10' FROM DRAIN AREA.
- M. BLOCK 7, LOT 19: STAY 10' FROM DRAIN AREA.
- N. BLOCK 7, LOT 20: STAY 10' FROM DRAIN AREA.
- O. BLOCK 7, LOT 21: STAY 10' FROM DRAIN AREA.
- P. BLOCK 7, LOT 22: STAY 10' FROM DRAIN AREA.
- Q. BLOCK 7, LOT 23: STAY 10' FROM DRAIN AREA.
- R. BLOCK 7, LOT 24: STAY 10' FROM DRAIN AREA.
- S. BLOCK 7, LOT 25: STAY 10' FROM DRAIN AREA.

PURSUANT TO THE SUBDIVISION REGULATIONS FOR DAWSON COUNTY, GEORGIA, ALL THE REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT HAS BEEN APPROVED BY THE DAWSON COUNTY BOARD OF COMMISSIONERS ON 11/18/98.

CORPORAL, DAWSON COUNTY BOARD OF COMMISSIONERS

GEORGIA SHERIFF COUNTY CLERK OFFICE, SUPERIOR COURT

RECORDED IN PLAT BOOK 49 PAGE 0  
 THIS IS THE ORIGINAL OF THE PLAT  
 FILED FOR RECORD ON 11/18/98  
 BY [Signature] CLERK

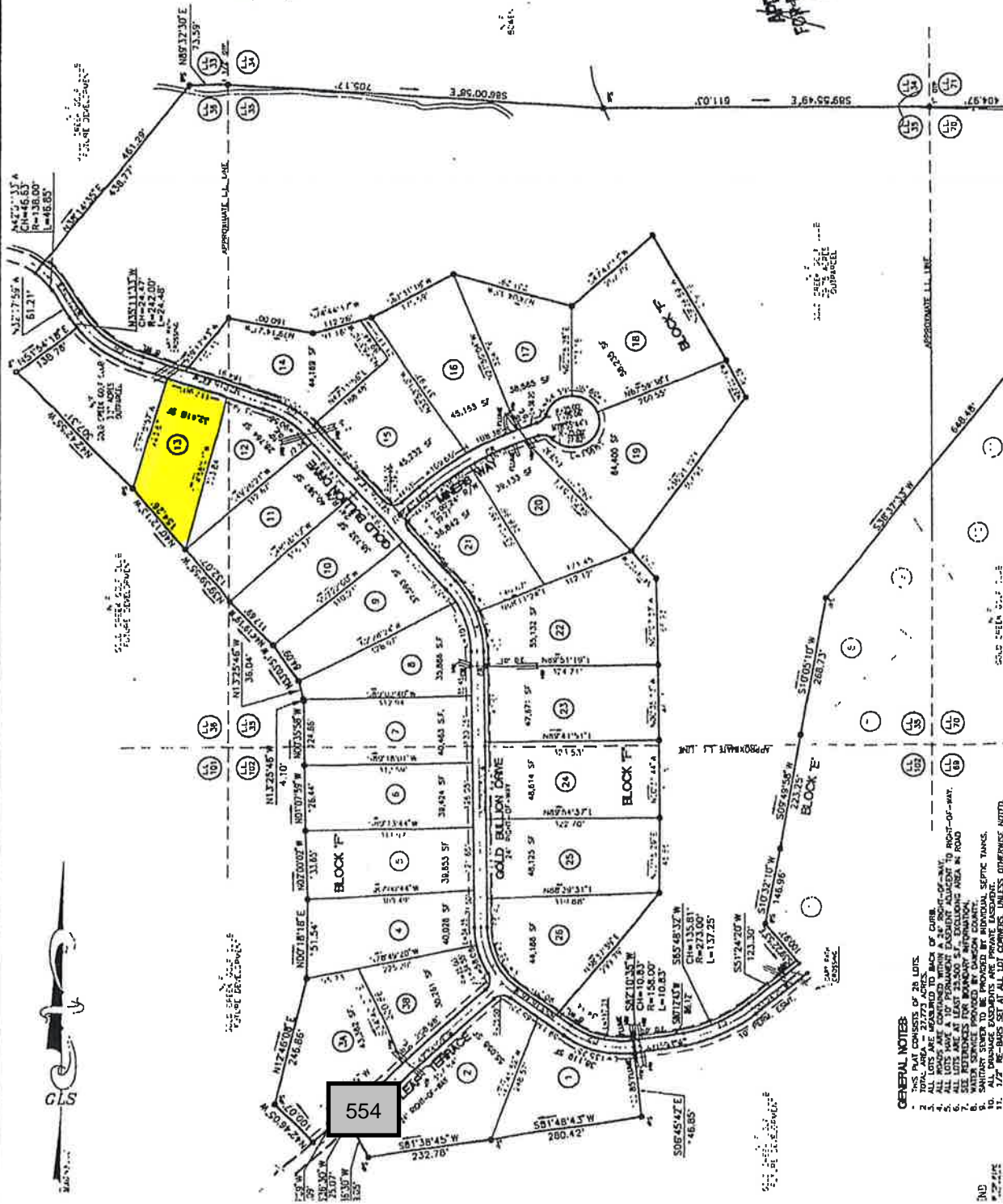
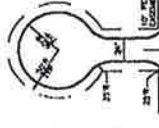


IN MY OPINION, THIS PLAT IS A CORRECT AND ACCURATE REPRESENTATION OF THE SURVEY AND THE INFORMATION PROVIDED BY THE SURVEYOR. I HAVE REVIEWED THE PLAT AND THE ORIGINAL SURVEY RECORDS AND FIND THEM TO BE ACCURATE AND CORRECT.

THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS BEEN CHECKED AND FOUND TO BE ACCURATE AND CORRECT. THE PLAT HAS BEEN CALCULATED AND FOUND TO BE ACCURATE AND CORRECT. THE PLAT HAS BEEN CHECKED AND FOUND TO BE ACCURATE AND CORRECT.

REFERENCES:  
 1) SURVEY FOR DAVID R. BOWEN BY GREEN LAND SURVEYING, INC., DATED MARCH 6, 1985.  
 2) SURVEY FOR DAVID R. BOWEN BY GREEN LAND SURVEYING, INC., DATED MARCH 6, 1985.  
 3) SURVEY FOR DAVID R. BOWEN BY GREEN LAND SURVEYING, INC., DATED MARCH 6, 1985.  
 4) SURVEY FOR DAVID R. BOWEN BY GREEN LAND SURVEYING, INC., DATED MARCH 6, 1985.  
 5) SURVEY FOR DAVID R. BOWEN BY GREEN LAND SURVEYING, INC., DATED MARCH 6, 1985.

THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 301, AND IS RECORDED IN PLAT BOOK 31, PAGE 301, DATED 11/17/98.  
 THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 303, AND IS RECORDED IN PLAT BOOK 31, PAGE 303, DATED 5/16/97.  
 THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 173, AND IS RECORDED IN PLAT BOOK 44, PAGE 185, DATED 7/13/98.  
 THIS PLAT SUPERSEDES PLAT BOOK 44, PAGE 185, AND IS RECORDED IN PLAT BOOK 44, PAGE 185, DATED 7/13/98.



554

- GENERAL NOTES:**
1. THIS PLAT CONSISTS OF 26 LOTS.
  2. ALL LOTS ARE 20' WIDE.
  3. ALL LOTS ARE 100' DEEP.
  4. ALL LOTS ARE 20' WIDE.
  5. ALL LOTS ARE 100' DEEP.
  6. ALL LOTS ARE 20' WIDE.
  7. ALL LOTS ARE 100' DEEP.
  8. ALL LOTS ARE 20' WIDE.
  9. ALL LOTS ARE 100' DEEP.
  10. ALL LOTS ARE 20' WIDE.
  11. ALL LOTS ARE 100' DEEP.





275

Evans

# WARRANTY DEED

STATE OF GEORGIA, COUNTY OF Dawson

THIS INDENTURE, made as of the 21st day of April in the year one thousand nine hundred 97, between

Gold Creek Development, Inc.

as party or parties of the first part, hereinafter called Grantor, and

Walter Evans and Mary J. Evans, as joint tenants with right of survivorship

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of other good and valuable considerations and the sum of Ten and no/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in land lot 36 of the 4th District, 1st Section, Dawson County, Georgia, and being Lot 13, Block F, Unit 3, Gold Creek Golf Club Subdivision, as per plat at Plat Book 31, page 303, said plat being incorporated herein by reference.

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 45.00  
DATE May 15, 1997  
Becky McCord  
BECKY MCCORD, CLERK  
SUPERIOR COURT

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 3:15 P M 5/14/97  
Recorded in Deed Book 241 Page 278  
This 15 day of May 19 97  
Becky McCord, CLERK

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

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year written below.

Gold Creek Development, Inc.

Signed, sealed and delivered in our presence and executed by us this

21<sup>st</sup> day of April 1997

*[Signature]*  
Unofficial Witness

*[Signature]* (Seal)  
DAVID R. BOWEN, pres.

*[Signature]*  
Notary Public

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

My Commission Expires:

Notary Public, Gwinnett County, Georgia  
My Commission Expires August 16, 1999

\_\_\_\_\_  
P.O. #

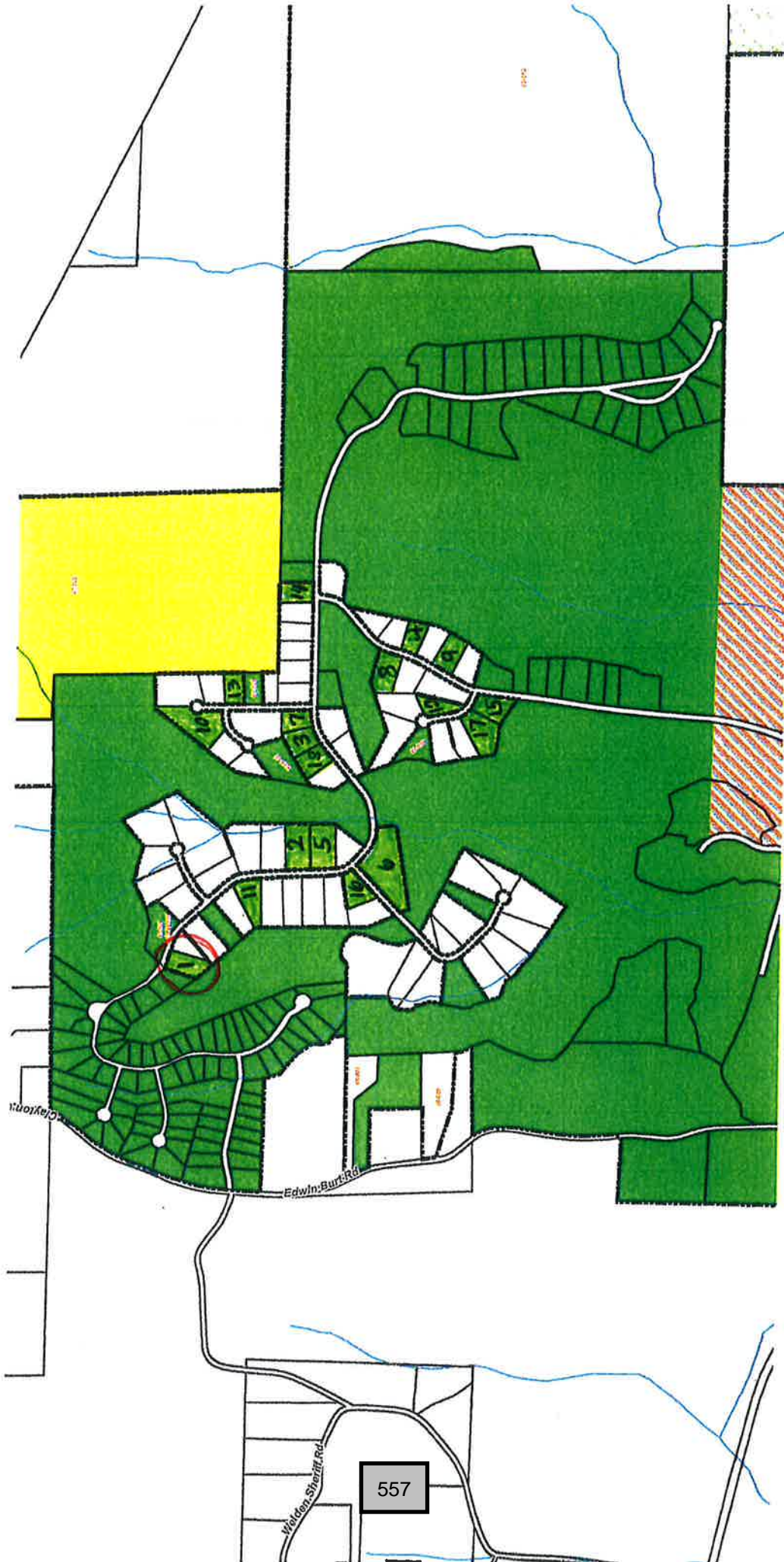
[NOTARIAL SEAL]







1- Evans  
TMP 090 097





**Legend**  
 □ Parcels  
 — Roads

Parcel ID 090 097  
 Class Code Residential  
 Taxing District UNINCORPORATED  
 UNINCORPORATED  
 Acres n/a  
 (Note: Not to be used on legal documents)

Owner EVANS WALTER & MARY J  
 617 GOLD BULLION DR W  
 DAWSONVILLE GA 30534  
 Physical Address 617 GOLD BULLION DR W  
 Assessed Value Value \$223671

| Last 2 Sales |         |        |      |
|--------------|---------|--------|------|
| Date         | Price   | Reason | Qual |
| 5/14/1997    | \$95000 | LM     | Q    |
| 6/6/1996     | \$0     | QC     | U    |

Date created: 2/21/2017  
 Last Data Uploaded: 2/20/2017 3:09:28 PM

Developed by  
 The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Joseph & Sarah L. Dixon: ANX# C8-00010

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Joseph & Sarah L. Dixon. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Casey Majewski". The signature is fluid and cursive.

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





City of Dawsonville  
P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

Annexation Petition  
into the  
City of Dawsonville, GA

Annexation # 08-00010

**Please Print Clearly**

Applicant Name(s): JOSEPH D DIXON SARAH L DIXON

Applicant Mailing Address: 412 GOLD BULLION DRIVE W

City: DAWSONVILLE State: GA. Zip: 30534

Applicant Telephone Number(s): 706-216-3414

Property Owner's Name(s): JOSEPH D DIXON SARAH L. DIXON

Property Owner's Mailing Address: 412 GOLD BULLION DRIVE

City: DAWSONVILLE State: GA. Zip: 30534

Property Owner's Telephone Number(s): 706-216-3414

Address of Property to be Annexed: 412 GOLD BULLION DR  VACANT LOT

Tax Map & Parcel # 090-108 Property Size in Acres: 1.00 Survey Recorded in Plat Book # 37 Page # 173

Land Lot # 35 District # 4 Section # 1 Legal Recorded in Deed Book # 957 Page # 413

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: 5;  VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2

3. The number of all residents occupying the property:

|  |                        |
|--|------------------------|
| _____ American Indian                  | _____ Alaskan Native   |
| _____ Asian                            | _____ Pacific Islander |
| _____ Black, not of Hispanic Origin    | _____ Hispanic         |
| <u>5</u> White, not of Hispanic Origin | _____ VACANT           |

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
412 GOLD BULLION DRIVE W.
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as Joseph D & SARAH DIXON (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

|     |  |   |
|-----|--|---|
| (1) | <u>[Signature]</u><br>Property Owner Signature | <u>JOSEPH D. DIXON</u><br>Property Owner Printed Name |
| (2) | <u>[Signature]</u><br>Property Owner Signature | <u>SARAH L. DIXON</u><br>Property Owner Printed Name  |
| (1) | <u>[Signature]</u><br>Applicant Signature      | <u>JOSEPH D. DIXON</u><br>Applicant Printed Name      |
| (2) | <u>[Signature]</u><br>Applicant Signature      | <u>SARAH L. DIXON</u><br>Applicant Printed Name       |

Sworn to and subscribed before me  
 this 9<sup>th</sup> day of February, 2017.

[Signature]  
 Notary Public, State of Georgia

My Commission Expires: March 10, 2019



Annexation Application Received Date Stamp: Rec'd \_\_\_\_\_ Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd \_\_\_\_\_ Legal Description  
 Rec'd JAN 31 2018 ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 3/5/18

Dates Advertised: \_\_\_\_\_

1<sup>st</sup> City Council Reading Date: 3/19/18

2<sup>nd</sup> City Council Reading Date: 4/9/18 Approved: YES NO

Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



Tools Best Fit Flip Horizontal Flip Vertical Rotate Zoom Zoom In Zoom Out Cancel Zoom Options Document Detail Printing

0413  
0414

0415

DOCH 002973  
 FILED IN OFFICE  
 08/09/2010 10:45 AM  
 BK:957 PG:413-415  
 CLERK OF COURT

DAWSON COUNTY  
 REAL ESTATE TRANSFER TAX  
 PAID: \$245.00  
 042-2010-000864

*1st*

*1010-0046*

**McManamy McLeod Heller, LLC**  
 100 Ashford Center North, Suite 120  
 Atlanta, GA 30338

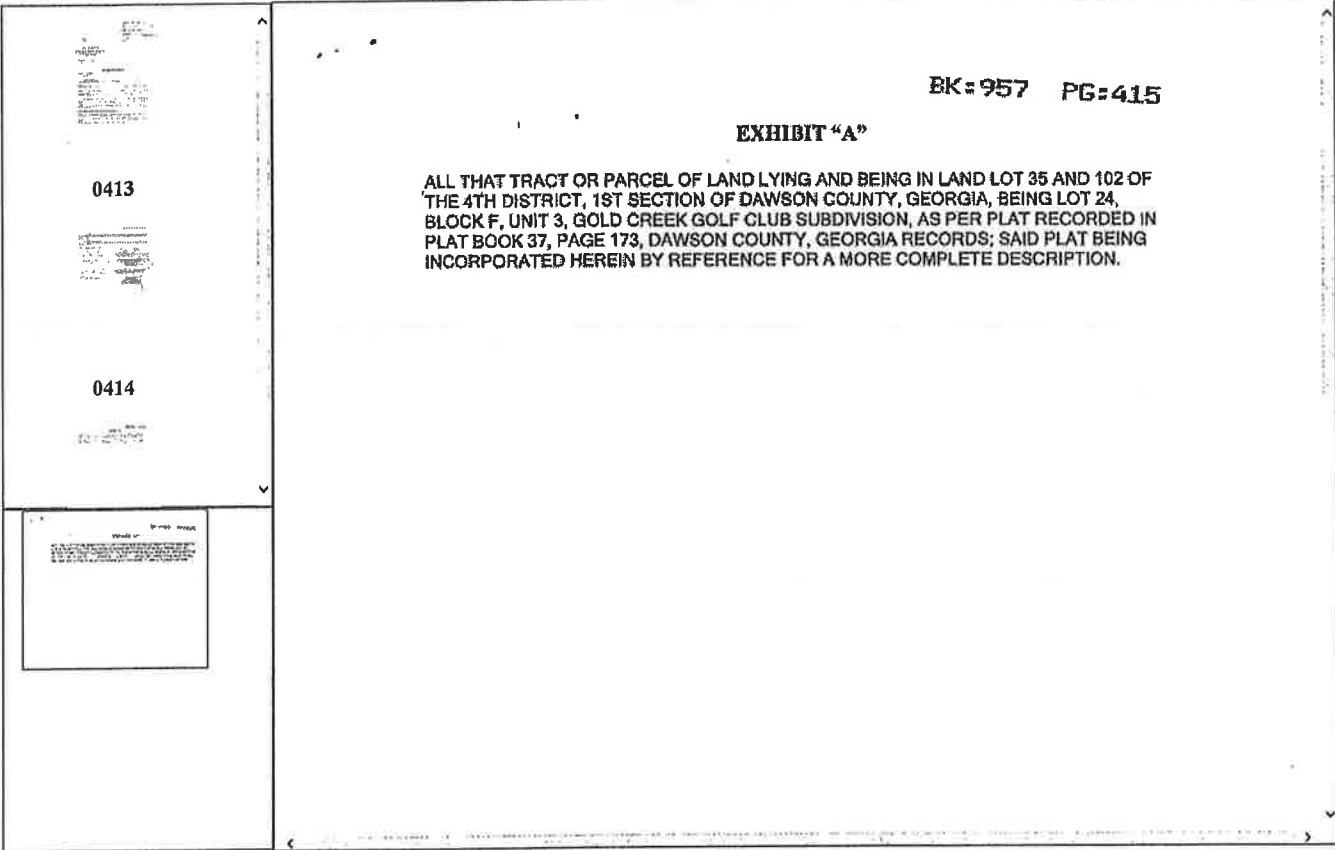
After Recording Return To:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**WARRANTY DEED**

STATE OF GEORGIA  
 COUNTY OF DAWSON

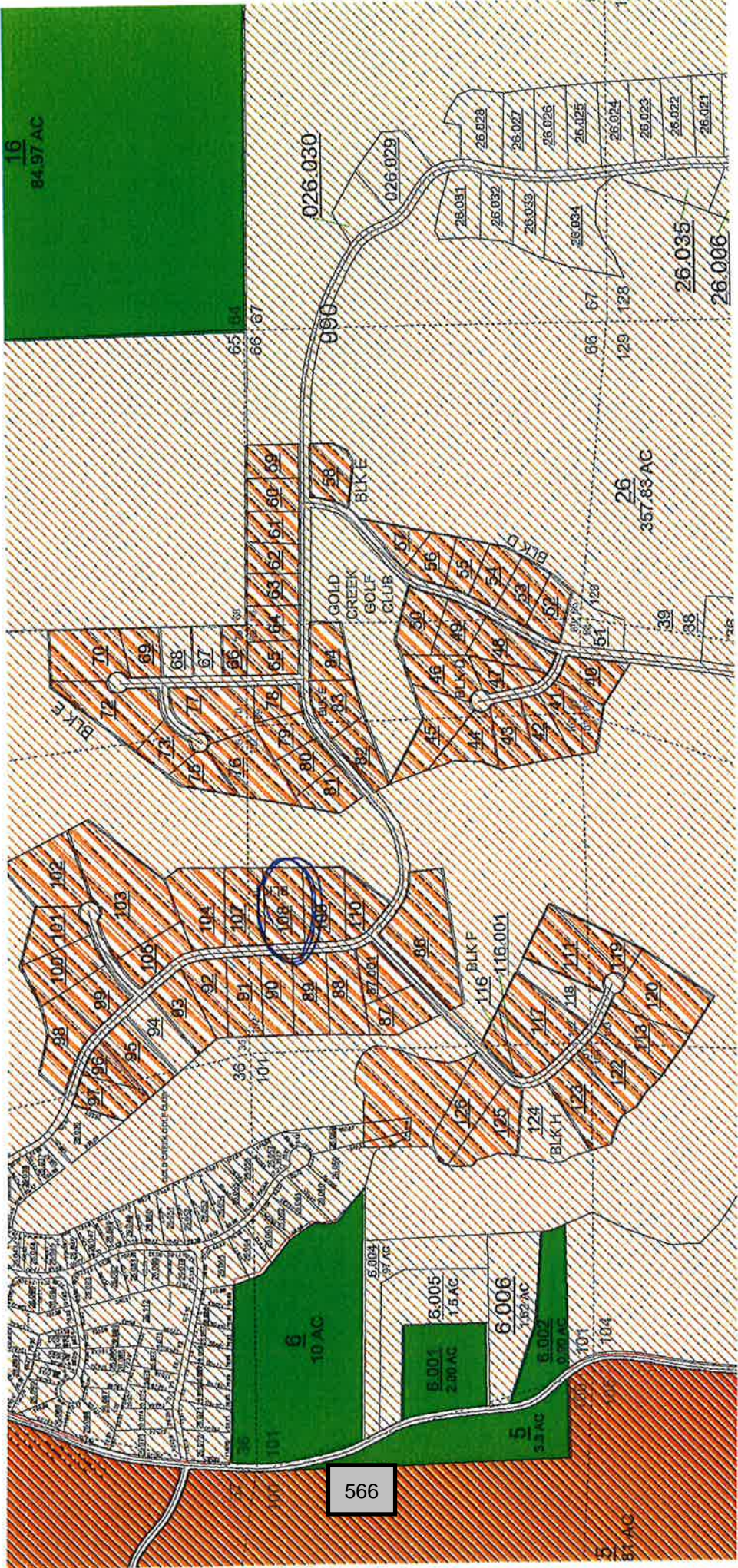
THIS INDENTURE, made this 30TH day of JULY in the year 2010 between  
**GARY R. VANWAMBEKE AND MICHELLE VANWAMBEKE**

of the County of DAWSON State of Georgia as party or parties of the first part, hereinunder called Grantor,  
 and  
**JOSEPH D. DIXON AND SARAH L. DIXON AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**  
 As party or parties of the second part, hereinunder called Grantee (the words "Grantor" and "Grantee" to





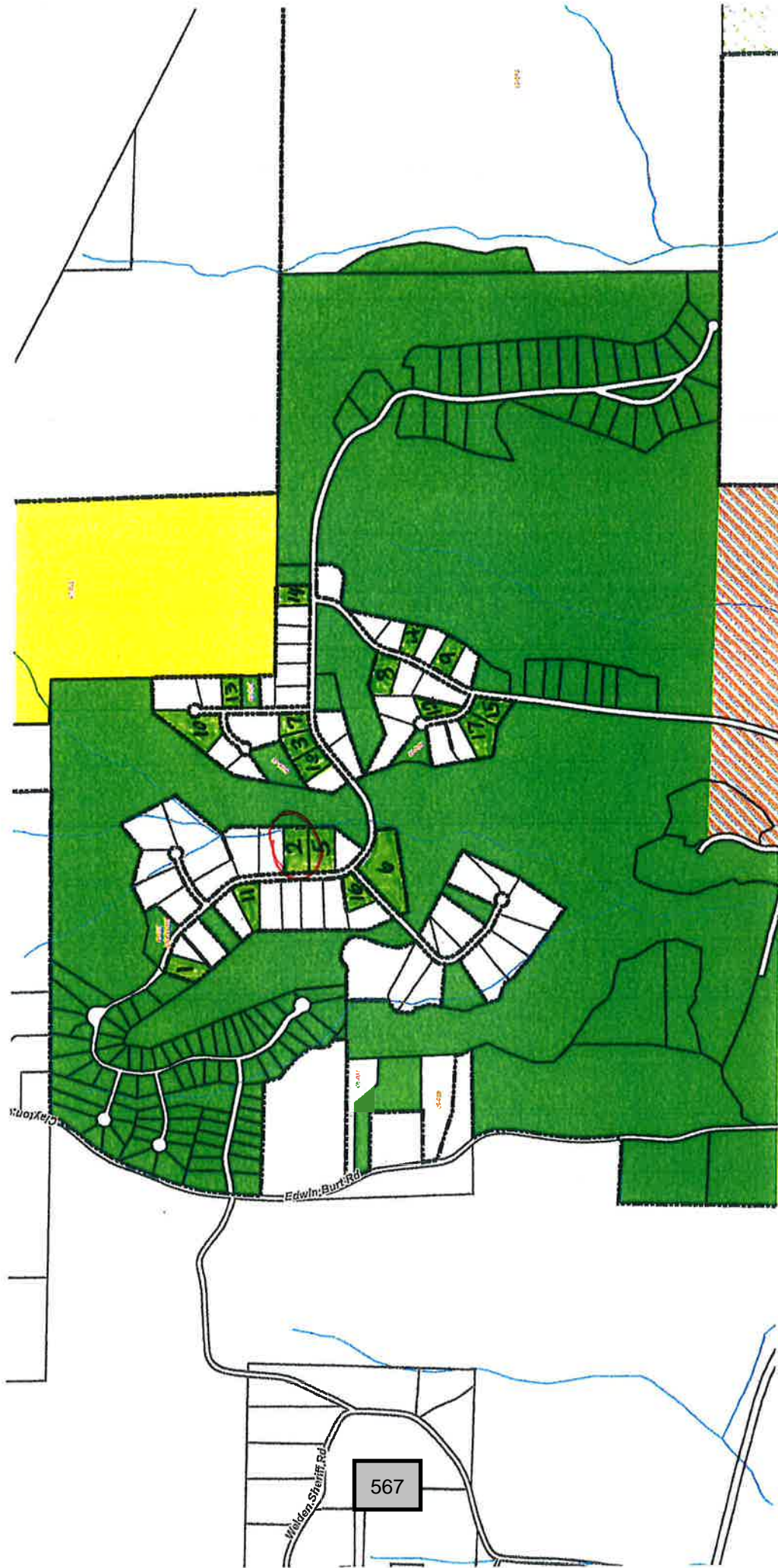






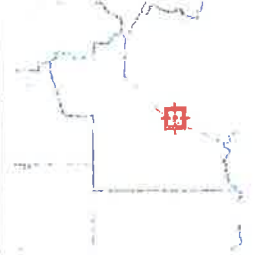
② Dixon

TMP 090 108





Overview




Legend

- Parcels
- Roads

|                 |                |                  |                          |              |          |        |      |
|-----------------|----------------|------------------|--------------------------|--------------|----------|--------|------|
| Parcel ID       | 090 108        | Owner            | DIXON JOSEPH D & SARAH L | Last 2 Sales |          |        |      |
| Class Code      | Residential    |                  | 412 GOLD BULLION DRIVE W | Date         | Price    | Reason | Qual |
| Taxing District | UNINCORPORATED |                  | DAWSONVILLE GA 30534     | 7/30/2010    | \$245000 | FM     | Q    |
|                 | UNINCORPORATED | Physical Address | 412 GOLD BULLION DR W    | 12/29/1997   | \$55000  | LM     | Q    |
| Acres           | n/a            | Assessed Value   | Value \$304628           |              |          |        |      |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
 Last Data Uploaded: 2/20/2017 3:09:28 PM

 Developed by  
 The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of James & Caroline Stewart: ANX# C8-00011

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of James & Caroline Stewart. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





City of Dawsonville  
P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

Annexation Petition  
into the  
City of Dawsonville, GA

Annexation # 08-00011

**Please Print Clearly**

Applicant Name(s): JAMES B STEWART CAROLINE C. STEWART

Applicant Mailing Address: 156 GOLD BULLION DR W

City: DAWSONVILLE State: GA Zip: 30534

Applicant Telephone Number(s): (706) 265-6403 (706) 897-0898

Property Owner's Name(s): JAMES B STEWART CAROLINE C. STEWART

Property Owner's Mailing Address: 156 GOLD BULLION DR W

City: DAWSONVILLE State: GA Zip: 30534

Property Owner's Telephone Number(s): 706-265-6403

Address of Property to be Annexed: 156 Gold Bullion Dr W  VACANT LOT

Tax Map & Parcel # 090-079 Property Size in Acres: 1 ac Survey Recorded in Plat Book # 50 Page # 33

Land Lot # 3 District # 4 Section # \_\_\_\_\_ Legal Recorded in Deed Book # 320 Page # 139-149

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PCD PUD/R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 Into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

X 2. Number of persons currently residing on the property: 2;  VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: \_\_\_\_\_

3. The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 X  2 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
156 Gold Bullion Dr. W.
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 156 GOLD BULLION DR. W (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

|     |   |   |
|-----|---|---|
| (1) | <u><i>James B. Stewart</i></u><br>Property Owner Signature    | <u>JAMES B. STEWART</u><br>Property Owner Printed Name    |
| (2) | <u><i>Caroline C. Stewart</i></u><br>Property Owner Signature | <u>CAROLINE C. STEWART</u><br>Property Owner Printed Name |
| (1) | <u><i>James B. Stewart</i></u><br>Applicant Signature         | <u>JAMES B. STEWART</u><br>Applicant Printed Name         |
| (2) | <u><i>Caroline C. Stewart</i></u><br>Applicant Signature      | <u>CAROLINE C. STEWART</u><br>Applicant Printed Name      |

Sworn to and subscribed before me  
 this 6 day of February 2017.  
*Misty Leavelle*  
 Notary Public, State of Georgia

My Commission Expires: 10-28-17

Notary Seal

Annexation Application Received Date Stamp: RECEIVED  
 Rec'd \_\_\_\_\_ Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd \_\_\_\_\_ Legal Description  
 Rec'd JAN 31 2018 ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 3/5/18

Dates Advertised: \_\_\_\_\_

1<sup>st</sup> City Council Reading Date: 3/19/18

2<sup>nd</sup> City Council Reading Date: 4/9/18

Approved: YES NO

Date Certified Mail to 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_

GEORGIA, DAWSON COUNTY  
CLERKS OFFICE, SUPERIOR COURT  
FILED FOR RECORD

AT 2:48 P M 9/1/99  
Recorded in Deed Book 320 Page 139-149  
This 2 day of September 1999  
Becky McCord, CLERK

After Recordation Return to:

J. DOUGLAS PARKS, P.C.  
301 BANK OF DAHLONEGA  
60 W. MAIN ST., SUITE A  
DAHLONEGA, GA 30533  
LN# 2246767

FOR Assignment  
Deed Book 320 Page 151

[Space Above This Line For Recording Data]

GEORGIA DAWSON COUNTY  
INTANGIBLE TAX

SECURITY DEED

PAID \$612.00  
DATE 9/2/99

Becky McCord  
BECKY McCORD, CLERK

THIS SECURITY DEED ("Security Instrument") is given on  
JAMES B. STEWART and CAROLINE C. STEWART

August 31, 1999

. The grantor is

("Borrower"). This Security Instrument is given to  
BANK OF DAHLONEGA

which is organized and existing under the laws of GEORGIA  
address is 148 MEMORIAL DRIVE, DAHLONEGA, GA 30533

, and whose

("Lender"). Borrower owes Lender the principal sum of

Two Hundred Four Thousand and no/100

Dollars (U.S. \$ 204,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2006.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
GEORGIA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP -6R(GA) (8602)

Form 3011 8/90  
Amended 5/91

Page 1 of 7

MW 02/00

VMP MORTGAGE FORMS - (800)521-7291

Initials: CS



## Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 69 and 102 of the 4th District of Dawson County Georgia being all of Lot 3, Block E of Gold Creek Golf Club Subdivision and being more particularly described in that certain Plat of Survey dated August 25, 1999, entitled "Survey for James B. Stewart and Caroline C. Stewart" prepared by Griffin Land Surveying, Inc., Jeff H. Griffin, GRLS and recorded at Plat Book 50, Page 33, Dawson County, Georgia records.

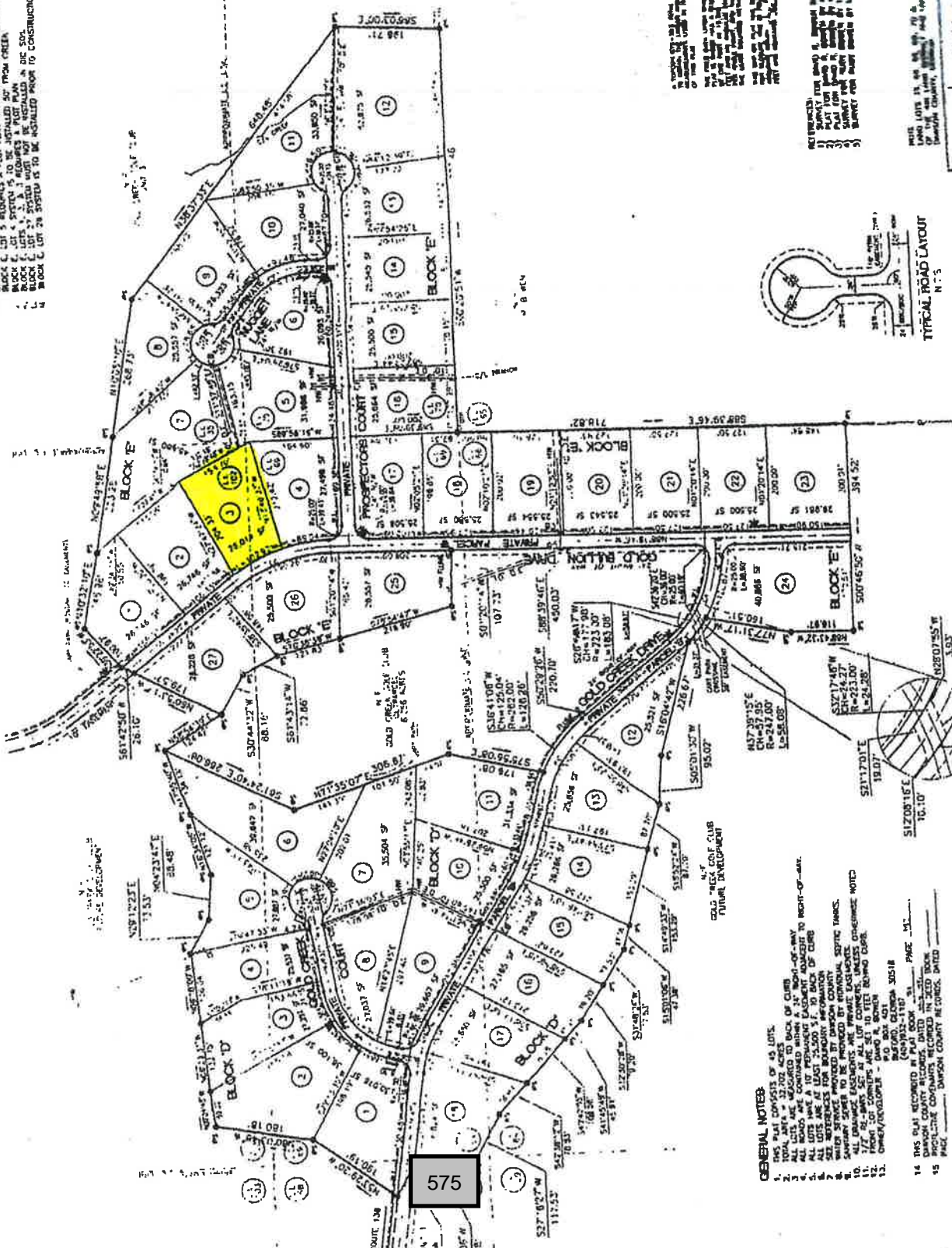


**HEALTH DEPARTMENT NOTES**

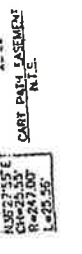
1. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
3. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
4. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
5. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
6. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
7. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
8. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
9. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
10. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
11. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
12. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
13. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
14. ALL LOTS TO BE DEVELOPED MUST BE SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

**SECONA TOWNSHIP**  
**CLAYTON TOWNSHIP**  
**RESUBDIVISION**

215 B W 10-17-95  
 17th St & 18th St  
 J. B. McLeod



- GENERAL NOTES:**
1. THIS PLAN CONSISTS OF 45 LOTS.
  2. TOTAL AREA IS APPROXIMATELY 120 ACRES.
  3. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  4. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  5. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  6. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  7. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  8. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  9. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  10. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  11. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  12. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  13. ALL LOTS ARE TO BE DEVELOPED WITHIN 18 MONTHS OF THE DATE OF THIS PLAN.
  14. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF SECONA TOWNSHIP.
  15. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF SECONA TOWNSHIP.



THIS PLAN IS A CORRECT COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE CLERK OF COURTS, SECONA TOWNSHIP, SECONA COUNTY, MICHIGAN, ON 10-17-95.

**UNIT 2**  
**GOLD CREEK GOLF CLUB**  
**SUBDIVISION**

GRIPPIH LAND SURVEYING, I

DATE: 10/17/95  
 TIME: 10:00 AM  
 BY: J. B. McLeod

1. THIS PLAN IS A CORRECT COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE CLERK OF COURTS, SECONA TOWNSHIP, SECONA COUNTY, MICHIGAN, ON 10-17-95.

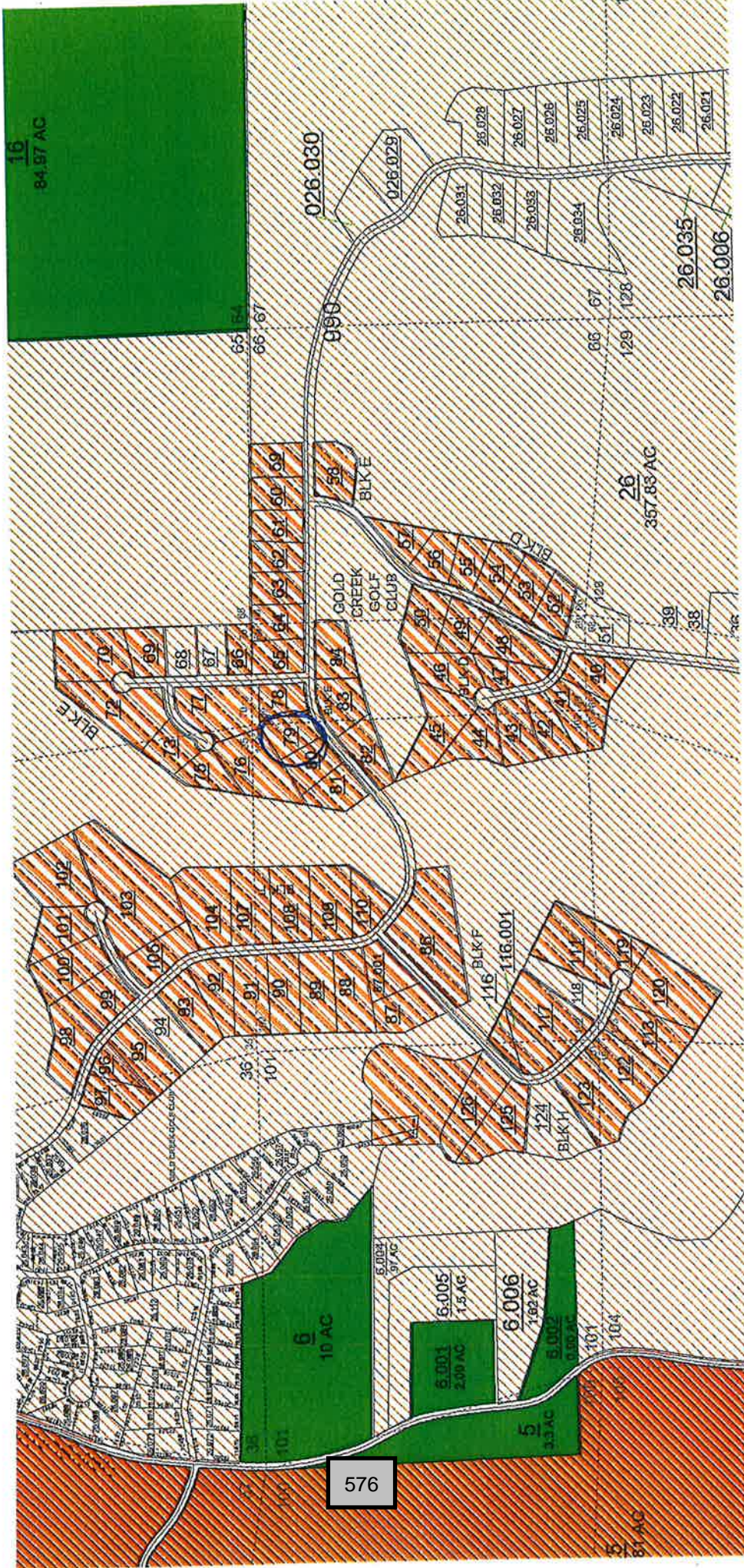
2. THIS PLAN IS A CORRECT COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE CLERK OF COURTS, SECONA TOWNSHIP, SECONA COUNTY, MICHIGAN, ON 10-17-95.

3. THIS PLAN IS A CORRECT COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE CLERK OF COURTS, SECONA TOWNSHIP, SECONA COUNTY, MICHIGAN, ON 10-17-95.

4. THIS PLAN IS A CORRECT COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE CLERK OF COURTS, SECONA TOWNSHIP, SECONA COUNTY, MICHIGAN, ON 10-17-95.

5. THIS PLAN IS A CORRECT COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE CLERK OF COURTS, SECONA TOWNSHIP, SECONA COUNTY, MICHIGAN, ON 10-17-95.

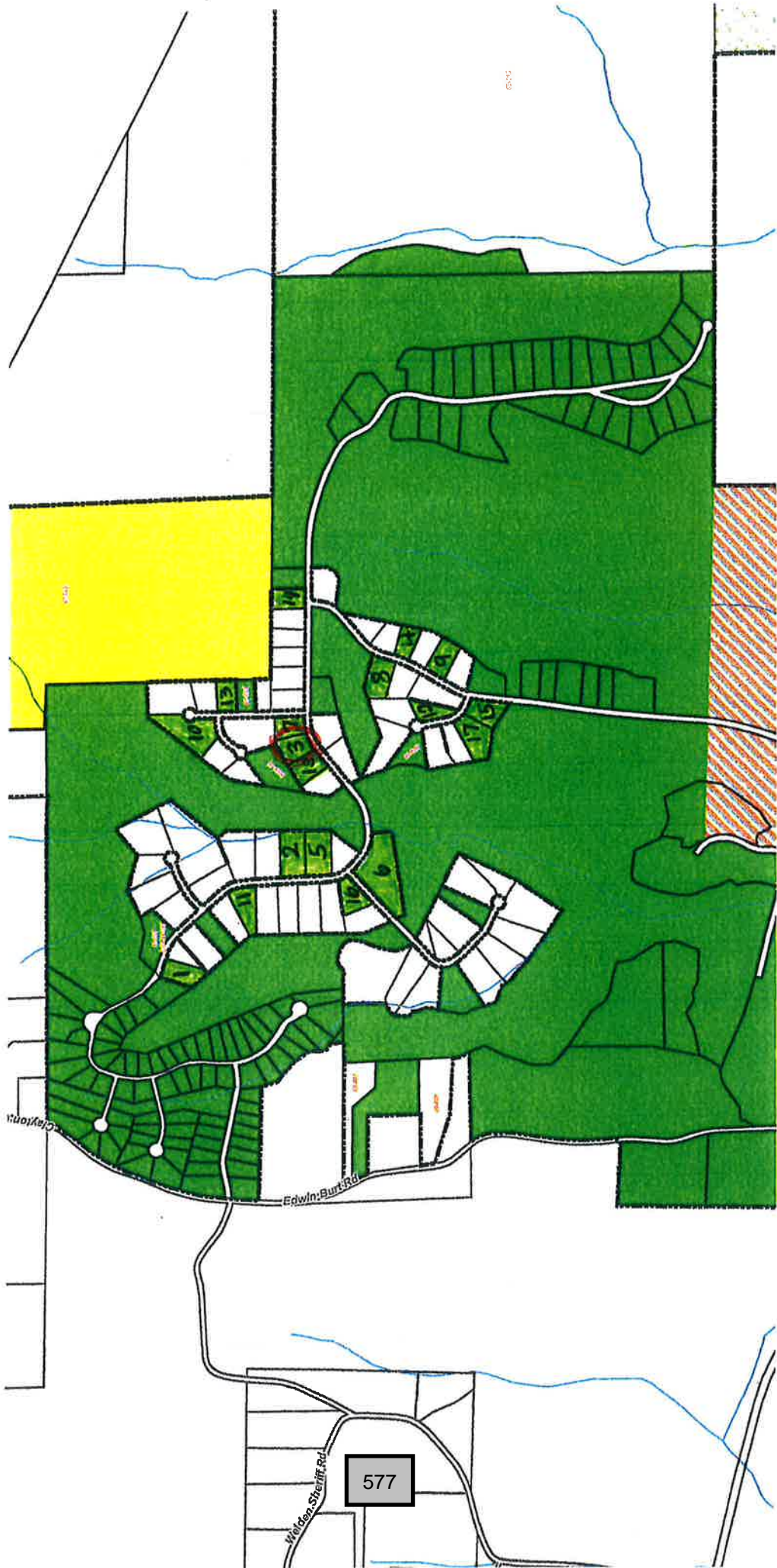






③ Stewart

TMP 090 079





Overview



Legend

- Parcels
- Roads

|                        |                |                         |   |                     |              |               |
|------------------------|----------------|-------------------------|---|---------------------|--------------|---------------|
| <b>Parcel ID</b>       | 090079         | <b>Owner</b>            | STEWART JAMES B &<br>CAROLINE C STEWART | <b>Last 2 Sales</b> |              |               |
| <b>Class Code</b>      | Residential    |                         | 156 GOLD BULLION DRIVE                  | <b>Date</b>         | <b>Price</b> | <b>Reason</b> |
| <b>Taxing District</b> | UNINCORPORATED |                         | DAWSONVILLE GA 30534                    | 9/2/1999            | \$255000     | FM            |
|                        | UNINCORPORATED |                         |   | 6/6/1997            | \$180000     | PT            |
| <b>Acres</b>           | n/a            | <b>Physical Address</b> | 156 GOLD BULLION DRW                    | <b>Qual</b>         |              |               |
|                        |                | <b>Assessed Value</b>   | Value \$270654                          |                     |              |               |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
Last Data Uploaded: 2/20/2017 3:09:28 PM

Developed by  
The Schneider Corporation



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Marshal & Gail Horne: ANX# C8-00012

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Marshal & Gail Horne. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # C8-00012

**Please Print Clearly**

Applicant Name(s): MARSHAL A. HORNE GAIL E HORNE

Applicant Mailing Address: 764 GOLD CREEK DR.

City: DAWSONVILLE State: GA Zip: 30534

Applicant Telephone Number(s): 404-550-3887

Property Owner's Name(s): MARSHAL A. HORNE GAIL E. HORNE

Property Owner's Mailing Address: 764 GOLD CREEK DRIVE

City: DAWSONVILLE State: GA Zip: 30534

Property Owner's Telephone Number(s): 404-550-3887

Address of Property to be Annexed: 764 GOLD CREEK DR.  VACANT LOT

Tax Map & Parcel # 090055 Property Size in Acres: 1 acre Survey Recorded in Plat Book # 31 Page # 247

Land Lot # 66 District # 13 Section # 1 Legal Recorded in Deed Book # 625 Page # 533

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/B-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: 3;  VACANT  
 Number of persons 18 years or older: 3; Number of persons registered to vote: 3
3. The number of all residents occupying the property:
- |   |   |
|---|---|
| <input type="checkbox"/> American Indian                        | <input type="checkbox"/> Alaskan Native   |
| <input type="checkbox"/> Asian                                  | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Black, not of Hispanic Origin          | <input type="checkbox"/> Hispanic         |
| <u>3</u> <input type="checkbox"/> White, not of Hispanic Origin | <input type="checkbox"/> VACANT           |

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
764 GOLD CREEK DRIVE
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 764 Gold Creek Dr (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

|     |  |   |
|-----|--|---|
| (1) | <u>Marshall A. Horne</u><br>Property Owner Signature | <u>MARSHAL A HORNE</u><br>Property Owner Printed Name |
| (2) | <u>Gail E Horne</u><br>Property Owner Signature      | <u>GAIL E HORNE</u><br>Property Owner Printed Name    |
| (1) | <u>Marshall A. Horne</u><br>Applicant Signature      | <u>MARSHAL A. HORNE</u><br>Applicant Printed Name     |
| (2) | <u>Gail E Horne</u><br>Applicant Signature           | <u>GAIL E HORNE</u><br>Applicant Printed Name         |

Sworn to and subscribed before me  
 this 1 day of February 2017.  
Christy Lecons  
 Notary Public, State of Georgia  
 My Commission Expires: 1028-17

Notary Seal

|   |             |                                       |
|---|-------------|---------------------------------------|
| Annexation Application Received Date Stamp: | Rec'd _____ | Completed Application with Signatures |
|   | Rec'd _____ | Current Boundary Survey               |
|   | Rec'd _____ | Legal Description                     |
|   | Rec'd _____ | ARC Population Estimate Information   |

RECEIVED

JAN 31 2018

Planning Commission Meeting Date (if rezone): 3/5/18

Dates Advertised: \_\_\_\_\_

1<sup>st</sup> City Council Reading Date: 3/19/18

2<sup>nd</sup> City Council Reading Date: 4/9/18      Approved: YES    NO

Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County      Date: \_\_\_\_\_



RETURN TO:  
REPUBLIC TITLE INSURANCE AGENCY, INC.  
2781 WINDY RIDGE PARKWAY  
ATLANTA, GEORGIA 30339  
74X0221W

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX

PAID \$ 394.00  
DATE 11-0-11-04  
Becky McCord  
BECKY MCCORD, CLERK  
SUPERIOR COURT

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 11:35A M. 10-11-04  
Recorded in Deed Book 625 Page 533  
This 11 day of Oct. 2004  
Becky McCord, Clerk

Deed

JOINT TENANCY WITH SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF DEKALB

This Indenture made this 22nd day of July, 2004, between JIMMY C. ROPER and STEPHANIE A. ROPER, of the County of DAWSON, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and MARSHAL A. HORNE and GAIL E. HORNE, as joint tenants with rights of survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66 OF THE NORTH HALF OF THE 13TH DISTRICT AND 1ST SECTION OF DAWSON COUNTY, GEORGIA, BEING LOT 14, BLOCK D, UNIT 2 OF GOLD CREEK GOLF CLUB SUBDIVISION AS SHOWN ON A PLAT RECORDED AT PLAT BOOK 31, PAGE 247 OF THE DAWSON COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

Survey Plat

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Chris Hauer  
Witness

Kauve  
Notary Public



Jimmy C. Roper (Seal)  
JIMMY C. ROPER

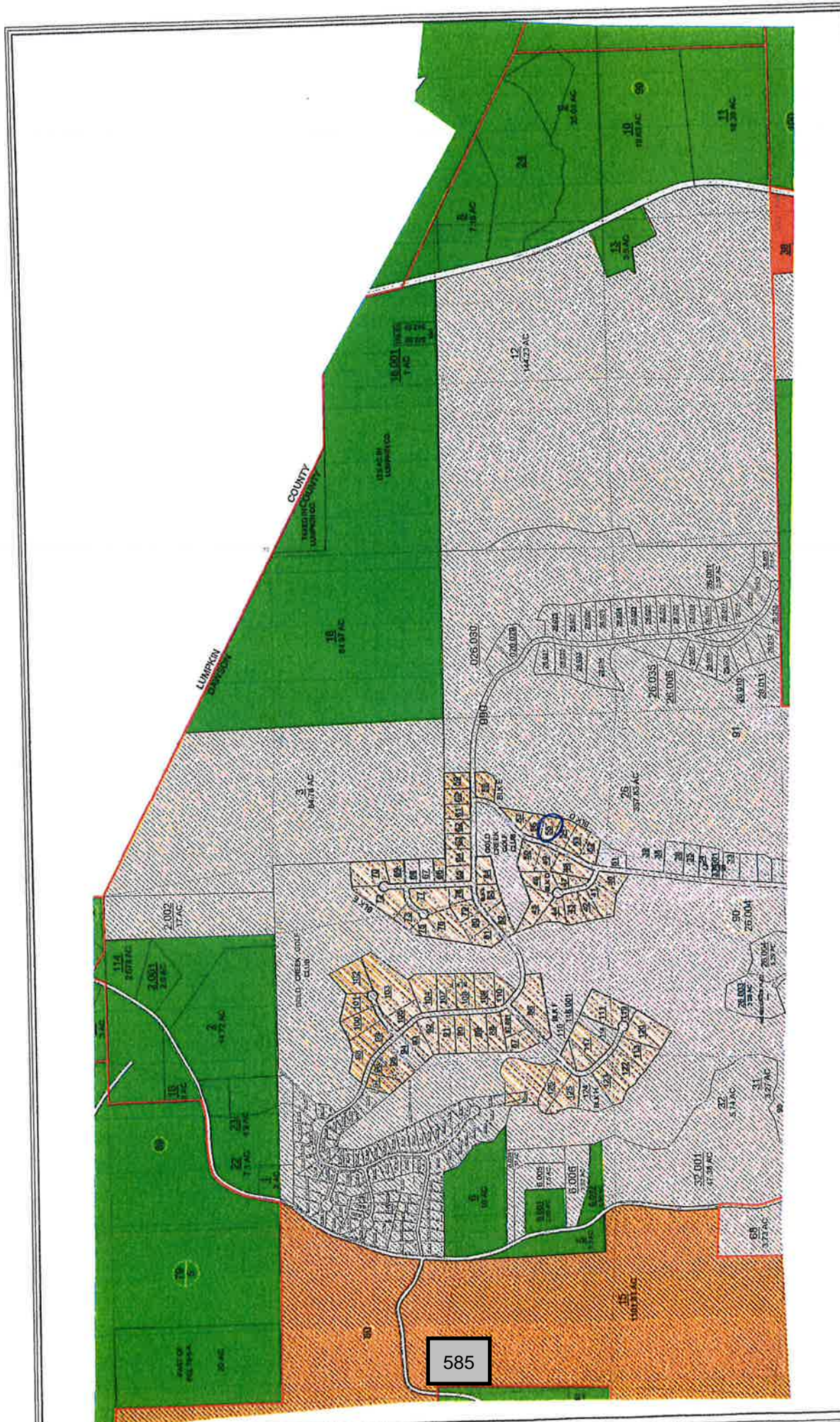
Stephanie A. Roper (Seal)  
STEPHANIE A. ROPER

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)





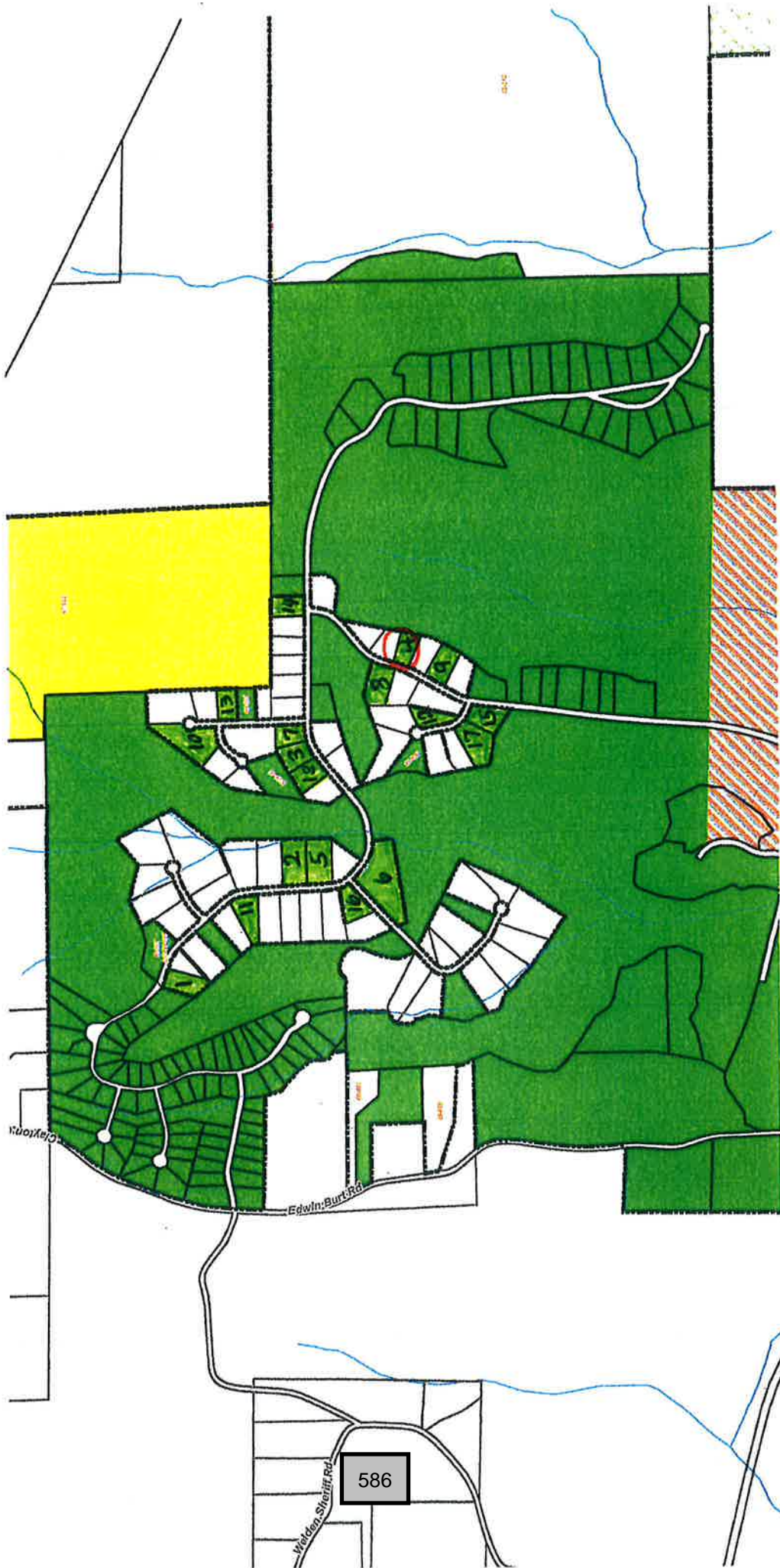


# DAWSON COUNTY, GEORGIA 090

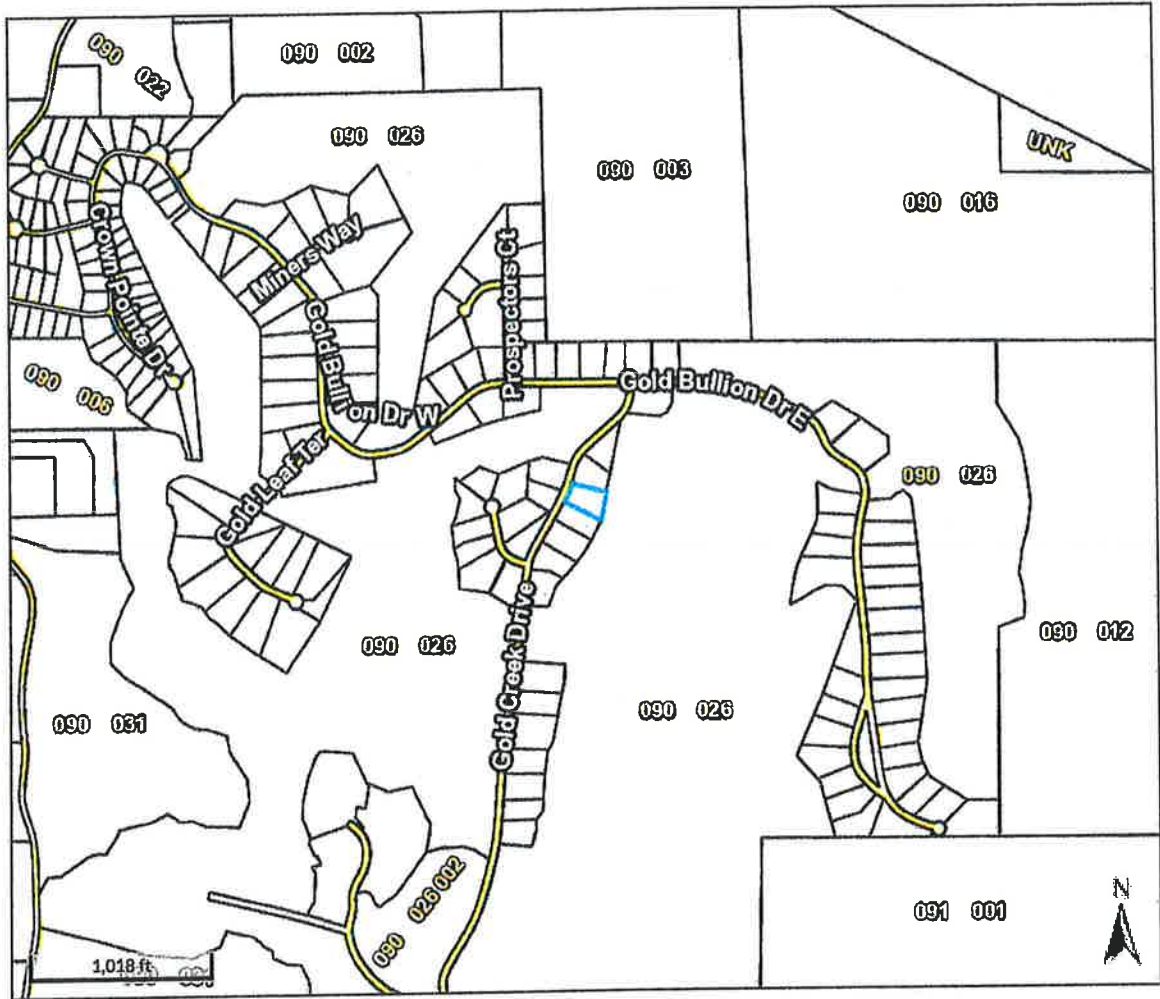
- |   |   |   |   |  |
|---|---|---|---|--|
| <input checked="" type="checkbox"/> ZONING      | <input checked="" type="checkbox"/> METRO INTERVALS | <input checked="" type="checkbox"/> PREVIOUS ZONING | <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> FUTURE DEVELOPMENT |
| <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> METRO INTERVALS | <input checked="" type="checkbox"/> PREVIOUS ZONING | <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> FUTURE DEVELOPMENT |
| <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> METRO INTERVALS | <input checked="" type="checkbox"/> PREVIOUS ZONING | <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> FUTURE DEVELOPMENT |
| <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> METRO INTERVALS | <input checked="" type="checkbox"/> PREVIOUS ZONING | <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> FUTURE DEVELOPMENT |
| <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> METRO INTERVALS | <input checked="" type="checkbox"/> PREVIOUS ZONING | <input checked="" type="checkbox"/> UNDEVELOPED | <input checked="" type="checkbox"/> FUTURE DEVELOPMENT |



④ Horne  
TMP D90 055







Overview



Legend

-  Parcels
-  Roads

|                        |                |                         |                      |                     |              |               |             |
|------------------------|----------------|-------------------------|----------------------|---------------------|--------------|---------------|-------------|
| <b>Parcel ID</b>       | 090 055        | <b>Owner</b>            | HORNE MARSHAL A      | <b>Last 2 Sales</b> |              |               |             |
| <b>Class Code</b>      | Residential    |                         | 764 GOLD CREEK DR    | <b>Date</b>         | <b>Price</b> | <b>Reason</b> | <b>Qual</b> |
| <b>Taxing District</b> | UNINCORPORATED |                         | DAWSONVILLE GA 30534 | 10/11/2004          | \$394000     | FM            | Q           |
|                        |                | <b>Physical Address</b> | 764 GOLD CREEK DR    | 8/27/2001           | \$0          | GF            | U           |
| <b>Acres</b>           | n/a            | <b>Assessed Value</b>   | Value \$349366       |                     |              |               |             |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
Last Data Uploaded: 2/20/2017 3:09:28 PM

 Developed by  
The Schnelder Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Kevin Tobolski: ANX# C8-00013

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Kevin Tobolski. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # C8-00013

**Please Print Clearly**

Applicant Name(s): KEVIN J. TOBOLSKI

Applicant Mailing Address: 388 Gold Bullion DR W

City: Dawsonville State: GA Zip: 30534

Applicant Telephone Number(s): 404-402-4443

Property Owner's Name(s): KEVIN J. TOBOLSKI

Property Owner's Mailing Address: 388 Gold Bullion DR W

City: Dawsonville State: GA Zip: 30534

Property Owner's Telephone Number(s): 404-312-6433 404-402-4443

Address of Property to be Annexed: 388 Gold Bullion DR W VACANT LOT

Tax Map & Parcel # 090-109 Property Size in Acres: -.1 AC Survey Recorded in Plat Book # 37 Page # 173

Land Lot # 102 District # 4 Section # 1 Legal Recorded in Deed Book # 1023 Page # 239

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- ✓ An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- ✓ A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- ✓ Survey **must** be signed and sealed by a Registered Land Surveyor.
- ✓ Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.**

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: 6; VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2
3. The number of all residents occupying the property:
 

|   |   |
|---|---|
| <input type="checkbox"/> American Indian                          | <input type="checkbox"/> Alaskan Native   |
| <input type="checkbox"/> Asian                                    | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Black, not of Hispanic Origin            | <input type="checkbox"/> Hispanic         |
| <input checked="" type="checkbox"/> White, not of Hispanic Origin | <input type="checkbox"/> VACANT           |

**Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.**

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
388 Gold Bullion Dr. W
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 388 Gold Bullion DR W 090- (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1) Kevin J. Tobolski  
 Property Owner Signature

KEVIN J. TOBOLSKI  
 Property Owner Printed Name

(2) \_\_\_\_\_  
 Property Owner Signature

\_\_\_\_\_  
 Property Owner Printed Name

(1) Kevin J. Tobolski  
 Applicant Signature

KEVIN J. TOBOLSKI  
 Applicant Printed Name

(2) \_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Applicant Printed Name

Sworn to and subscribed before me  
 this 9 day of February 2017.

Christy Leanos  
 Notary Public, State of Georgia

My Commission Expires: 10-28-17

Notary Seal

Annexation Application Received Date Stamp: Rec'd \_\_\_\_\_ Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd \_\_\_\_\_ Legal Description  
 Rec'd \_\_\_\_\_ ARC Population Estimate Information

JAN 31 2018

Planning Commission Meeting Date (if rezone): 3/5/18

Dates Advertised: \_\_\_\_\_

1st City Council Reading Date: 3/19/18

2nd City Council Reading Date: 4/9/18

Approved: YES NO

Date Certified Mail to 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_

Filed in Office: 04/19/2012 10:30AM  
Deed Doc: WD  
Bk 01023 Pg 0239-0240  
Georgia Transfer Tax Paid : \$0.00  
Justin Power Clerk of Court  
Dawson County  
0422012000442

Weissman, Nowack, Curry & Wilco  
One Alliance Center, 4th Floor  
3500 Lenox Road  
Atlanta, GA 30326

Cu 108-12-0022-K

RETURN TO:

STATE OF GA

COUNTY OF Fulton

File # 09-10764

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made this **March 16, 2012**, by and between **Fannie Mae A/K/A Federal National Mortgage Association, organized and existing under the laws of the United States of America** (hereinafter referred to as "Grantor"), and **Kevin J. Tobolski** (hereinafter referred to as "Grantee") the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits.

WITNESSETH, for and in consideration of the sum of **TEN AND NO/100THS DOLLARS (\$10.00)** and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged by Grantor, Grantor has granted, bargained, sold, aliened, conveyed and confirmed unto the Grantee, all of Grantor's right, title and interest in and to the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 102 of the 4th District, of Dawson County, Georgia, and being Lot 25, Block F of Gold Creek Golf Club, Unit 3, as per plat recorded in Plat Book 37, Page 173 of Dawson County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

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

AND the Grantor promises or covenants to defend title to the property from and against all lawful claims and demands of all persons claiming by, through or under Grantor and none other.

IN WITNESS WHEREOF, the Grantor has executed these presents and affixed its seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Wendy S. Weaver  
Witness

Karesa B Moore  
Notary Public



"GRANTOR"  
FannieMae A/K/A Federal National Mortgage Association

Signed by C. Elizabeth Burkett  
for McCurdy and Candler, LLC  
By: as Attorney-in-fact (Seal)  
McCurdy & Candler, LLC, as attorney in fact

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

Pursuant to Limited Power of Attorney recorded at Deed Book 1003, Page 123 Dawson County, Georgia records.

49-83

HEALTH DEPARTMENT NOTES:

- A. BLOCK 7, LOT 7: DENIED.
- B. BLOCK 7, LOT 8: DENIED.
- C. BLOCK 7, LOT 9: DENIED.
- D. BLOCK 7, LOT 10: DENIED.
- E. BLOCK 7, LOT 11: DENIED.
- F. BLOCK 7, LOT 12: DENIED.
- G. BLOCK 7, LOT 13: DENIED.
- H. BLOCK 7, LOT 14: DENIED.
- I. BLOCK 7, LOT 15: DENIED.
- J. BLOCK 7, LOT 16: DENIED.
- K. BLOCK 7, LOT 17: DENIED.
- L. BLOCK 7, LOT 18: DENIED.
- M. BLOCK 7, LOT 19: DENIED.
- N. BLOCK 7, LOT 20: DENIED.
- O. BLOCK 7, LOT 21: DENIED.
- P. BLOCK 7, LOT 22: DENIED.
- Q. BLOCK 7, LOT 23: DENIED.
- R. BLOCK 7, LOT 24: DENIED.
- S. BLOCK 7, LOT 25: DENIED.
- T. BLOCK 7, LOT 26: DENIED.
- U. BLOCK 7, LOT 27: DENIED.
- V. BLOCK 7, LOT 28: DENIED.
- W. BLOCK 7, LOT 29: DENIED.
- X. BLOCK 7, LOT 30: DENIED.
- Y. BLOCK 7, LOT 31: DENIED.
- Z. BLOCK 7, LOT 32: DENIED.
- AA. BLOCK 7, LOT 33: DENIED.
- AB. BLOCK 7, LOT 34: DENIED.
- AC. BLOCK 7, LOT 35: DENIED.
- AD. BLOCK 7, LOT 36: DENIED.
- AE. BLOCK 7, LOT 37: DENIED.
- AF. BLOCK 7, LOT 38: DENIED.
- AG. BLOCK 7, LOT 39: DENIED.
- AH. BLOCK 7, LOT 40: DENIED.
- AI. BLOCK 7, LOT 41: DENIED.
- AJ. BLOCK 7, LOT 42: DENIED.
- AK. BLOCK 7, LOT 43: DENIED.
- AL. BLOCK 7, LOT 44: DENIED.
- AM. BLOCK 7, LOT 45: DENIED.
- AN. BLOCK 7, LOT 46: DENIED.
- AO. BLOCK 7, LOT 47: DENIED.
- AP. BLOCK 7, LOT 48: DENIED.
- AQ. BLOCK 7, LOT 49: DENIED.
- AR. BLOCK 7, LOT 50: DENIED.
- AS. BLOCK 7, LOT 51: DENIED.
- AT. BLOCK 7, LOT 52: DENIED.
- AU. BLOCK 7, LOT 53: DENIED.
- AV. BLOCK 7, LOT 54: DENIED.
- AW. BLOCK 7, LOT 55: DENIED.
- AX. BLOCK 7, LOT 56: DENIED.
- AY. BLOCK 7, LOT 57: DENIED.
- AZ. BLOCK 7, LOT 58: DENIED.
- BA. BLOCK 7, LOT 59: DENIED.
- BB. BLOCK 7, LOT 60: DENIED.
- BC. BLOCK 7, LOT 61: DENIED.
- BD. BLOCK 7, LOT 62: DENIED.
- BE. BLOCK 7, LOT 63: DENIED.
- BF. BLOCK 7, LOT 64: DENIED.
- BG. BLOCK 7, LOT 65: DENIED.
- BH. BLOCK 7, LOT 66: DENIED.
- BI. BLOCK 7, LOT 67: DENIED.
- BJ. BLOCK 7, LOT 68: DENIED.
- BK. BLOCK 7, LOT 69: DENIED.
- BL. BLOCK 7, LOT 70: DENIED.
- BM. BLOCK 7, LOT 71: DENIED.
- BN. BLOCK 7, LOT 72: DENIED.
- BO. BLOCK 7, LOT 73: DENIED.
- BP. BLOCK 7, LOT 74: DENIED.
- BQ. BLOCK 7, LOT 75: DENIED.
- BR. BLOCK 7, LOT 76: DENIED.
- BS. BLOCK 7, LOT 77: DENIED.
- BT. BLOCK 7, LOT 78: DENIED.
- BU. BLOCK 7, LOT 79: DENIED.
- BV. BLOCK 7, LOT 80: DENIED.
- BW. BLOCK 7, LOT 81: DENIED.
- BX. BLOCK 7, LOT 82: DENIED.
- BY. BLOCK 7, LOT 83: DENIED.
- BZ. BLOCK 7, LOT 84: DENIED.
- CA. BLOCK 7, LOT 85: DENIED.
- CB. BLOCK 7, LOT 86: DENIED.
- CC. BLOCK 7, LOT 87: DENIED.
- CD. BLOCK 7, LOT 88: DENIED.
- CE. BLOCK 7, LOT 89: DENIED.
- CF. BLOCK 7, LOT 90: DENIED.
- CG. BLOCK 7, LOT 91: DENIED.
- CH. BLOCK 7, LOT 92: DENIED.
- CI. BLOCK 7, LOT 93: DENIED.
- CJ. BLOCK 7, LOT 94: DENIED.
- CK. BLOCK 7, LOT 95: DENIED.
- CL. BLOCK 7, LOT 96: DENIED.
- CM. BLOCK 7, LOT 97: DENIED.
- CN. BLOCK 7, LOT 98: DENIED.
- CO. BLOCK 7, LOT 99: DENIED.
- CP. BLOCK 7, LOT 100: DENIED.
- CQ. BLOCK 7, LOT 101: DENIED.
- CR. BLOCK 7, LOT 102: DENIED.
- CS. BLOCK 7, LOT 103: DENIED.
- CT. BLOCK 7, LOT 104: DENIED.
- CU. BLOCK 7, LOT 105: DENIED.
- CV. BLOCK 7, LOT 106: DENIED.
- CW. BLOCK 7, LOT 107: DENIED.
- CX. BLOCK 7, LOT 108: DENIED.
- CY. BLOCK 7, LOT 109: DENIED.
- CZ. BLOCK 7, LOT 110: DENIED.
- DA. BLOCK 7, LOT 111: DENIED.
- DB. BLOCK 7, LOT 112: DENIED.
- DC. BLOCK 7, LOT 113: DENIED.
- DD. BLOCK 7, LOT 114: DENIED.
- DE. BLOCK 7, LOT 115: DENIED.
- DF. BLOCK 7, LOT 116: DENIED.
- DG. BLOCK 7, LOT 117: DENIED.
- DH. BLOCK 7, LOT 118: DENIED.
- DI. BLOCK 7, LOT 119: DENIED.
- DJ. BLOCK 7, LOT 120: DENIED.
- DK. BLOCK 7, LOT 121: DENIED.
- DL. BLOCK 7, LOT 122: DENIED.
- DM. BLOCK 7, LOT 123: DENIED.
- DN. BLOCK 7, LOT 124: DENIED.
- DO. BLOCK 7, LOT 125: DENIED.
- DP. BLOCK 7, LOT 126: DENIED.
- DQ. BLOCK 7, LOT 127: DENIED.
- DR. BLOCK 7, LOT 128: DENIED.
- DS. BLOCK 7, LOT 129: DENIED.
- DT. BLOCK 7, LOT 130: DENIED.
- DU. BLOCK 7, LOT 131: DENIED.
- DV. BLOCK 7, LOT 132: DENIED.
- DW. BLOCK 7, LOT 133: DENIED.
- DX. BLOCK 7, LOT 134: DENIED.
- DY. BLOCK 7, LOT 135: DENIED.
- DZ. BLOCK 7, LOT 136: DENIED.
- EA. BLOCK 7, LOT 137: DENIED.
- EB. BLOCK 7, LOT 138: DENIED.
- EC. BLOCK 7, LOT 139: DENIED.
- ED. BLOCK 7, LOT 140: DENIED.
- EE. BLOCK 7, LOT 141: DENIED.
- EF. BLOCK 7, LOT 142: DENIED.
- EG. BLOCK 7, LOT 143: DENIED.
- EH. BLOCK 7, LOT 144: DENIED.
- EI. BLOCK 7, LOT 145: DENIED.
- EJ. BLOCK 7, LOT 146: DENIED.
- EK. BLOCK 7, LOT 147: DENIED.
- EL. BLOCK 7, LOT 148: DENIED.
- EM. BLOCK 7, LOT 149: DENIED.
- EN. BLOCK 7, LOT 150: DENIED.
- EO. BLOCK 7, LOT 151: DENIED.
- EP. BLOCK 7, LOT 152: DENIED.
- EQ. BLOCK 7, LOT 153: DENIED.
- ER. BLOCK 7, LOT 154: DENIED.
- ES. BLOCK 7, LOT 155: DENIED.
- ET. BLOCK 7, LOT 156: DENIED.
- EU. BLOCK 7, LOT 157: DENIED.
- EV. BLOCK 7, LOT 158: DENIED.
- EW. BLOCK 7, LOT 159: DENIED.
- EX. BLOCK 7, LOT 160: DENIED.
- EY. BLOCK 7, LOT 161: DENIED.
- EZ. BLOCK 7, LOT 162: DENIED.
- FA. BLOCK 7, LOT 163: DENIED.
- FB. BLOCK 7, LOT 164: DENIED.
- FC. BLOCK 7, LOT 165: DENIED.
- FD. BLOCK 7, LOT 166: DENIED.
- FE. BLOCK 7, LOT 167: DENIED.
- FF. BLOCK 7, LOT 168: DENIED.
- FG. BLOCK 7, LOT 169: DENIED.
- FH. BLOCK 7, LOT 170: DENIED.
- FI. BLOCK 7, LOT 171: DENIED.
- FJ. BLOCK 7, LOT 172: DENIED.
- FK. BLOCK 7, LOT 173: DENIED.
- FL. BLOCK 7, LOT 174: DENIED.
- FM. BLOCK 7, LOT 175: DENIED.
- FN. BLOCK 7, LOT 176: DENIED.
- FO. BLOCK 7, LOT 177: DENIED.
- FP. BLOCK 7, LOT 178: DENIED.
- FQ. BLOCK 7, LOT 179: DENIED.
- FR. BLOCK 7, LOT 180: DENIED.
- FS. BLOCK 7, LOT 181: DENIED.
- FT. BLOCK 7, LOT 182: DENIED.
- FU. BLOCK 7, LOT 183: DENIED.
- FV. BLOCK 7, LOT 184: DENIED.
- FW. BLOCK 7, LOT 185: DENIED.
- FX. BLOCK 7, LOT 186: DENIED.
- FY. BLOCK 7, LOT 187: DENIED.
- FZ. BLOCK 7, LOT 188: DENIED.
- GA. BLOCK 7, LOT 189: DENIED.
- GB. BLOCK 7, LOT 190: DENIED.
- GC. BLOCK 7, LOT 191: DENIED.
- GD. BLOCK 7, LOT 192: DENIED.
- GE. BLOCK 7, LOT 193: DENIED.
- GF. BLOCK 7, LOT 194: DENIED.
- GG. BLOCK 7, LOT 195: DENIED.
- GH. BLOCK 7, LOT 196: DENIED.
- GI. BLOCK 7, LOT 197: DENIED.
- GJ. BLOCK 7, LOT 198: DENIED.
- GK. BLOCK 7, LOT 199: DENIED.
- GL. BLOCK 7, LOT 200: DENIED.

PURSUANT TO THE SUBDIVISION REGULATIONS FOR DAWSON COUNTY, GEORGIA, ALL THE REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAN WAS GIVEN APPROVAL BY THE DAWSON COUNTY BOARD OF COMMISSIONERS ON 11/14/83.

THOMAS, DAWSON COUNTY BOARD OF COMMISSIONERS

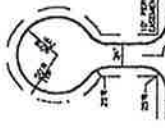
DAWSON COUNTY CLERK'S OFFICE  
 20304  
 4-13-2000  
 11/13/83  
 49-83  
 11/13/83  
 49-83



IN MY OPINION, THIS PLAN IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE STATE OF GEORGIA, AND ALL NECESSARY PRELIMINARY REQUIREMENTS HAVE BEEN MET.

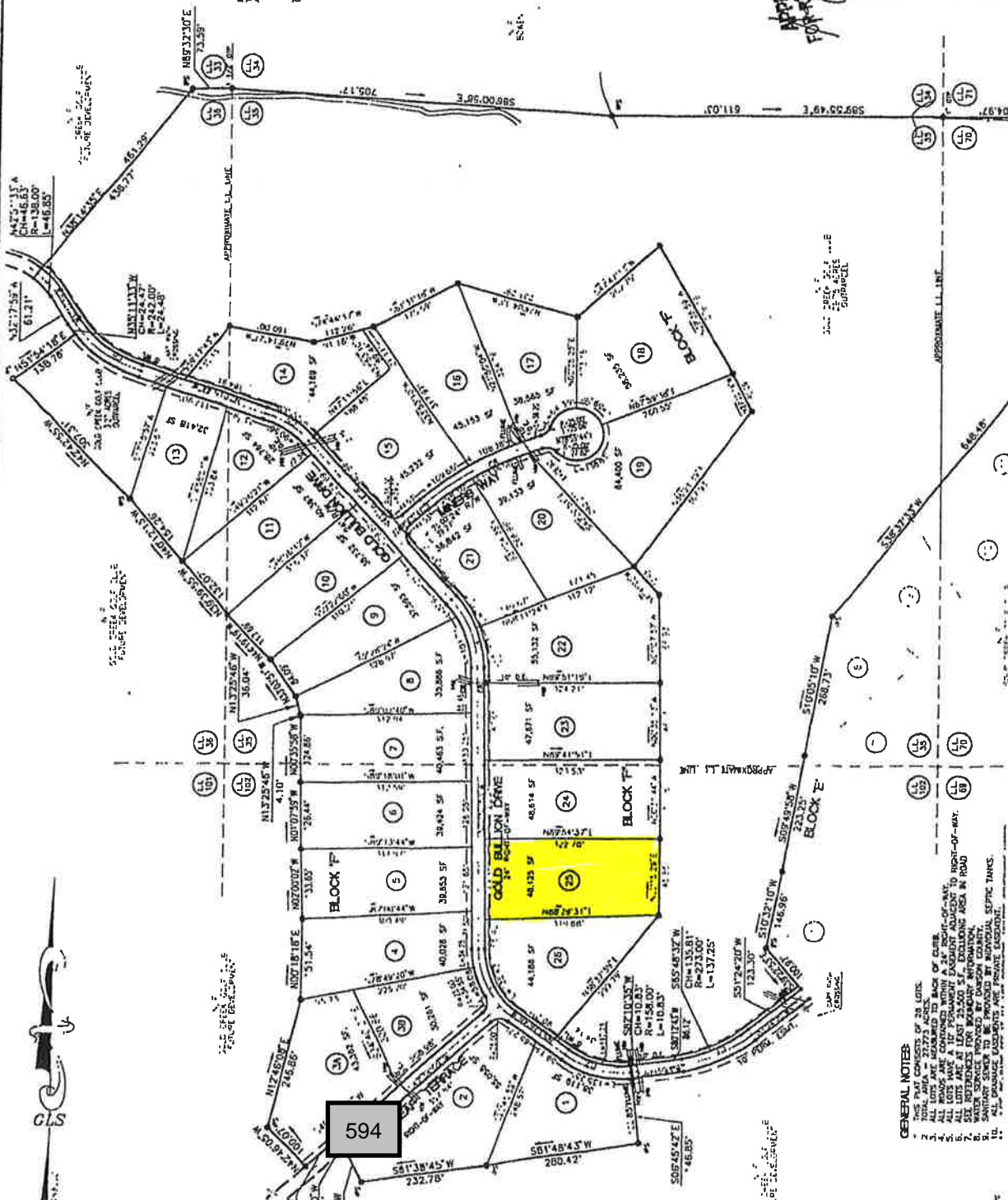
JAMES B. BROWN  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 11112  
 DATED JULY 10, 1981

A TRUCK CHASSIS UNIT, EXHIBIT A, WAS USED TO LOCATE THE CURB AND GULLY. THE FIELD DATA WERE CHECKED AND FOUND TO BE CORRECT. THE CURB AND GULLY WAS LOCATED BY MEASURING FROM THE CORNER OF THE LOT. THE CURB AND GULLY WAS LOCATED BY MEASURING FROM THE CORNER OF THE LOT. THE CURB AND GULLY WAS LOCATED BY MEASURING FROM THE CORNER OF THE LOT.



APPROVED FOR RECORDING  
 4/13/80

- REFERENCES:
- 1. PLAT FOR LOTS 1-10, BLOCK 7, DATED MARCH 6, 1985.
  - 2. PLAT FOR LOTS 11-20, BLOCK 7, DATED MARCH 6, 1985.
  - 3. PLAT FOR LOTS 21-30, BLOCK 7, DATED MARCH 6, 1985.
  - 4. PLAT FOR LOTS 31-40, BLOCK 7, DATED MARCH 6, 1985.
  - 5. SURVEY FOR BERRY BUSH BY HARRINGTON SURVEYING ASSOCIATES, P.C., DATED JUNE 14, 1980.
- THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 301, AND IS RECORDED IN PLAT BOOK 31, PAGE 302.
- THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 302, AND IS RECORDED IN PLAT BOOK 31, PAGE 303.
- THIS PLAT SUPERSEDES PLAT BOOK 37, PAGE 173, AND IS RECORDED IN PLAT BOOK 44, PAGE 184, DATED 7/10/81.



594

GENERAL NOTES:

- 1. TOTAL AREA = 27,773 ACRES.
- 2. ALL LOTS ARE ACCORDING TO BACK OF CURB.
- 3. ALL LOTS HAVE A 10' PERMANENT DRAINAGE ADJACENT TO RIGHT-OF-WAY.
- 4. ALL LOTS ARE AT LEAST 25,000 SF. EXCLUDING AREA IN ROAD.
- 5. ALL LOTS ARE AT LEAST 100' FROM ADJACENT ROAD.
- 6. WATER SERVICE TO BE PROVIDED BY DAWSON COUNTY.
- 7. SANITARY SEWER TO BE PROVIDED BY INDIVIDUAL SEPTIC TANKS.
- 8. THIS PLAN SUPERSEDES PLAT BOOK 31, PAGE 301, AND IS RECORDED IN PLAT BOOK 31, PAGE 302.
- 9. THIS PLAN SUPERSEDES PLAT BOOK 31, PAGE 302, AND IS RECORDED IN PLAT BOOK 31, PAGE 303.
- 10. THIS PLAN SUPERSEDES PLAT BOOK 37, PAGE 173, AND IS RECORDED IN PLAT BOOK 44, PAGE 184, DATED 7/10/81.

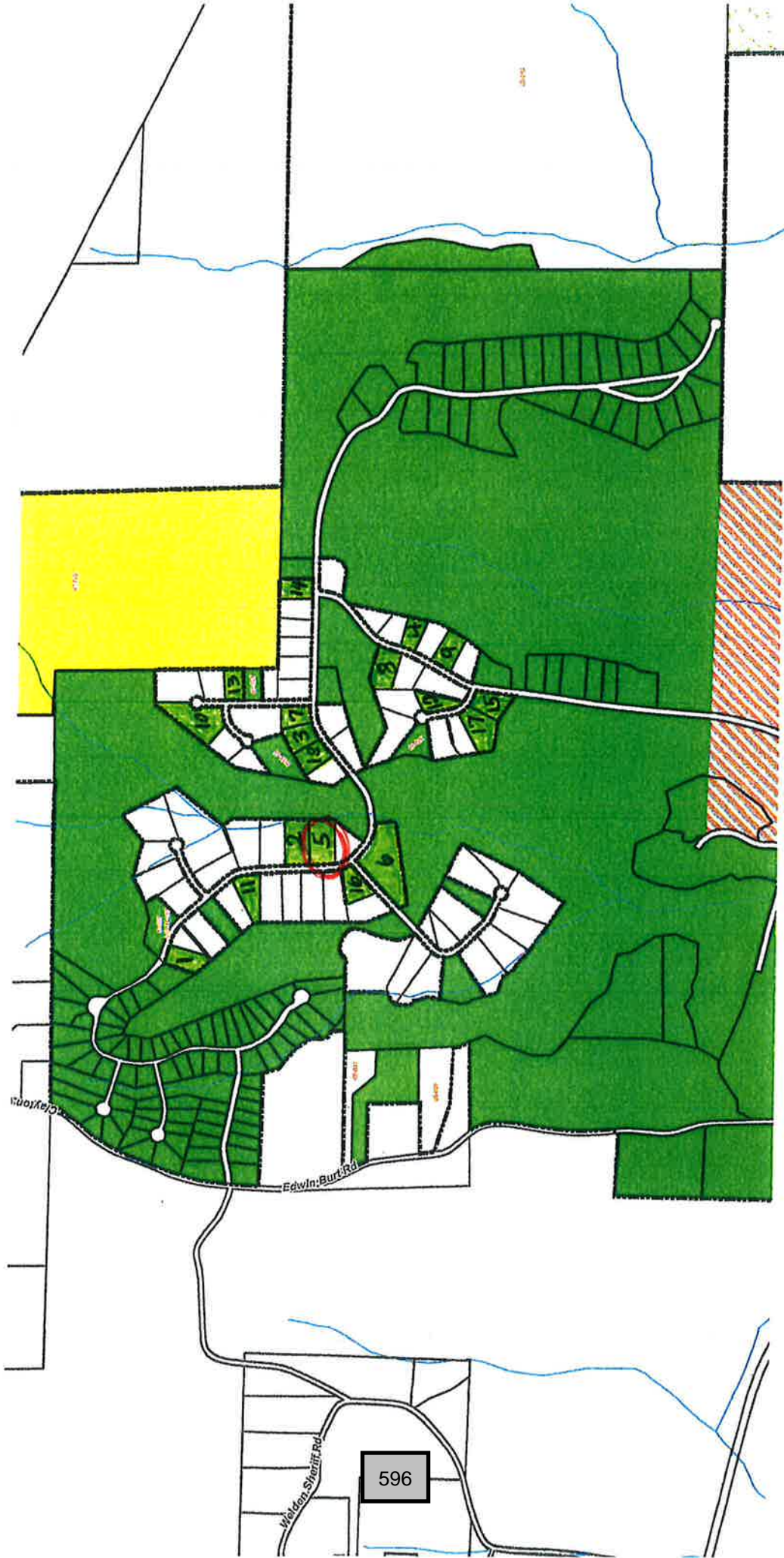






⑤ Tobolski

TMP 090 109





**Overview**



**Legend**

-  Parcels
-  Roads

|                        |                |                         |                       |                     |              |               |             |
|------------------------|----------------|-------------------------|-----------------------|---------------------|--------------|---------------|-------------|
| <b>Parcel ID</b>       | 090 109        | <b>Owner</b>            | TOBOLSKI KEVIN J      | <b>Last 2 Sales</b> |              |               |             |
| <b>Class Code</b>      | Residential    |                         | 388 GOLD BULLION DR   | <b>Date</b>         | <b>Price</b> | <b>Reason</b> | <b>Qual</b> |
| <b>Taxing District</b> | UNINCORPORATED |                         | DAWSONVILLE GA 30534  | 3/16/2012           | \$235000     | BS            | U           |
|                        | UNINCORPORATED | <b>Physical Address</b> | 388 GOLD BULLION DR W | 7/5/2011            | \$0          | BK            | U           |
| <b>Acres</b>           | n/a            | <b>Assessed Value</b>   | Value \$354676        |                     |              |               |             |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
 Last Data Uploaded: 2/20/2017 3:09:28 PM

 Developed by  
 The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Bill & Sandra Murphy: ANX# C8-00014

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Bill & Sandra Murphy. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, which appears to read "Casey Majewski". The signature is fluid and cursive.

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # 08-00014

**Please Print Clearly**

Applicant Name(s): Bill P. Murphy Sandra L. Murphy  
 Applicant Mailing Address: 21 Gold Leaf Terrace  
 City: Dawsonville State: GA Zip: 30534  
 Applicant Telephone Number(s): 706-265-6064

Property Owner's Name(s): Bill P. Murphy Sandra L. Murphy  
 Property Owner's Mailing Address: 21 Gold Leaf Terrace  
 City: Dawsonville State: GA Zip: 30534  
 Property Owner's Telephone Number(s): 706-265-6064

Address of Property to be Annexed: 21 Gold Leaf Terrace VACANT LOT  
 Tax Map & Parcel # 090-086 Property Size in Acres: 1+ acres Survey Recorded in Plat Book # 1169 Page # 204  
 Land Lot # 102 District # 4 Section # \_\_\_\_\_ Legal Recorded in Deed Book # 37 Page # 173  
 Current Use of Property: residential  
 County Zoning Classification: RPC City Zoning Classification: PUD/R2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 ½ x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.**

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: 2; VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2
3. The number of all residents occupying the property:
 

|   |   |
|---|---|
| <input type="checkbox"/> American Indian                        | <input type="checkbox"/> Alaskan Native   |
| <input type="checkbox"/> Asian                                  | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Black, not of Hispanic Origin          | <input type="checkbox"/> Hispanic         |
| <u>2</u> <input type="checkbox"/> White, not of Hispanic Origin | <input type="checkbox"/> VACANT           |

**Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.**

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
21 Gold leaf Terrace
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



City of Dawsonville

P.O. Box 6
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Phone: (706) 265-3256

Annexation Petition
into the
City of Dawsonville, GA

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as
21 Golf Leaf Terrace (Address/Tax Map Parcel), respectfully
request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the
City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true
and accurate to the best of our knowledge.

(1) Bill P. Murphy
Property Owner Signature
(2) Sandra L. Murphy
Property Owner Signature
(1) Bill P. Murphy
Applicant Signature
(2) Sandra L. Murphy
Applicant Signature

Bill P. Murphy
Property Owner Printed Name
Sandra L. Murphy
Property Owner Printed Name
Bill P. Murphy
Applicant Printed Name
Sandra L. Murphy
Applicant Printed Name

Sworn to and subscribed before me
this 11 day of February 20 17
Chucky Leciaus

Notary Public, State of Georgia
My Commission Expires: 10-28-17

Notary Seal

Annexation Application Received Date Stamp:
Rec'd Completed Application with Signatures
Rec'd Current Boundary Survey
Rec'd Legal Description
Rec'd ARC Population Estimate Information
3/5/18
Planning Commission Meeting Date (if rezone): 3/5/18
Dates Advertised:
1st City Council Reading Date: 3/19/18
2nd City Council Reading Date: 4/9/18
Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney
Letter Received from Dawson County Date:

Return to:  
O'Kelley & Sorohan, Attorneys at Law, LLC  
2500 Northwinds Pkwy, Suite 340  
Alpharetta, GA 30009  
File No.: 02-044633-REG

Filed in Office: 07/16/2015 11:40AM  
Deed Doc: WD  
Bk 01160 Pg 0204  
Georgia Transfer Tax Paid : \$360.00  
Justin Power Clerk of Court  
Dawson County  
0422015000856

STATE OF GA  
COUNTY OF Fulton

**LIMITED WARRANTY DEED**

THIS INDENTURE, made on 10th day of July, 2015, between

**Jerre W. Thomson AKA Geraldine W. Thomson**

(hereinafter referred to as "Grantor") and

**Bill P. Murphy and Sandra L. Murphy, as joint tenants with rights of survivorship**

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

All that tract or parcel of land lying and being in Land Lot 102 of the 4th District of Dawson County, Georgia, being Lots 1 and 2, Block F, Unit 3 of Gold Creek Golf Club Subdivision, as per plat recorded in Plat Book 31, page 301, and revised in Plat Book 37, page 173, of the Dawson County Deed records, which plat is incorporated herein by reference.

TOGETHER WITH all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining (hereinafter collectively referred to as the "Premises").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all person claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed this 10 day of July, 2015 in the presence of:

*[Signature]*  
Unofficial Witness

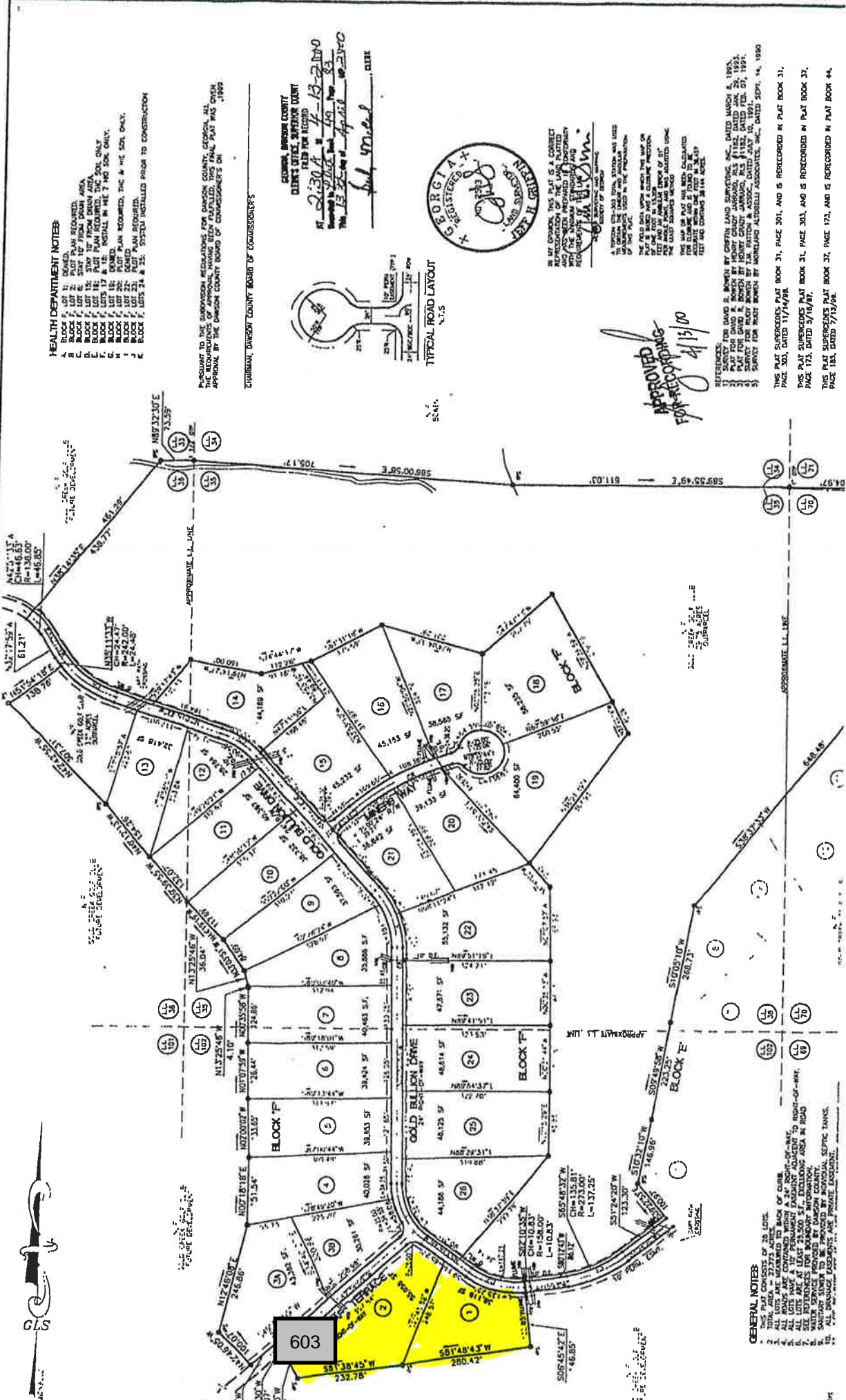
*[Signature]*  
Jerre W. Thomson AKA Geraldine W. Thomson



*[Signature]*  
Notary Public  
Commission expires:



49-83



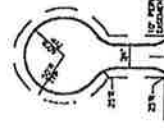
**HEALTH DEPARTMENT NOTES**

- DEEMED.
- LOT 7: DEEMED.
- LOT 8: DEEMED.
- LOT 9: DEEMED.
- LOT 10: DEEMED.
- LOT 11: DEEMED.
- LOT 12: DEEMED.
- LOT 13: DEEMED.
- LOT 14: DEEMED.
- LOT 15: DEEMED.
- LOT 16: DEEMED.
- LOT 17: DEEMED.
- LOT 18: DEEMED.
- LOT 19: DEEMED.
- LOT 20: DEEMED.
- LOT 21: DEEMED.
- LOT 22: DEEMED.
- LOT 23: DEEMED.
- LOT 24: DEEMED.
- LOT 25: DEEMED.
- LOT 26: DEEMED.

PURSUANT TO THE SUBDIVISION REGULATIONS FOR DANFORTH COUNTY, GEORGIA, ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN APPROVAL BY THE DANFORTH COUNTY BOARD OF COMMISSIONERS ON \_\_\_\_\_, 1999.

DANFORTH COUNTY BOARD OF COMMISSIONERS

GENERAL RECORDS SECTION  
 CLERK'S OFFICE, DANFORTH COUNTY  
 RECORDED IN PLAT BOOK 49 PAGE 83  
 THIS IS THE DAY OF APRIL 1999



IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL OF OFFICE AT THE DANFORTH COUNTY CLERK'S OFFICE, DANFORTH COUNTY, GEORGIA, THIS 13th DAY OF APRIL 1999.

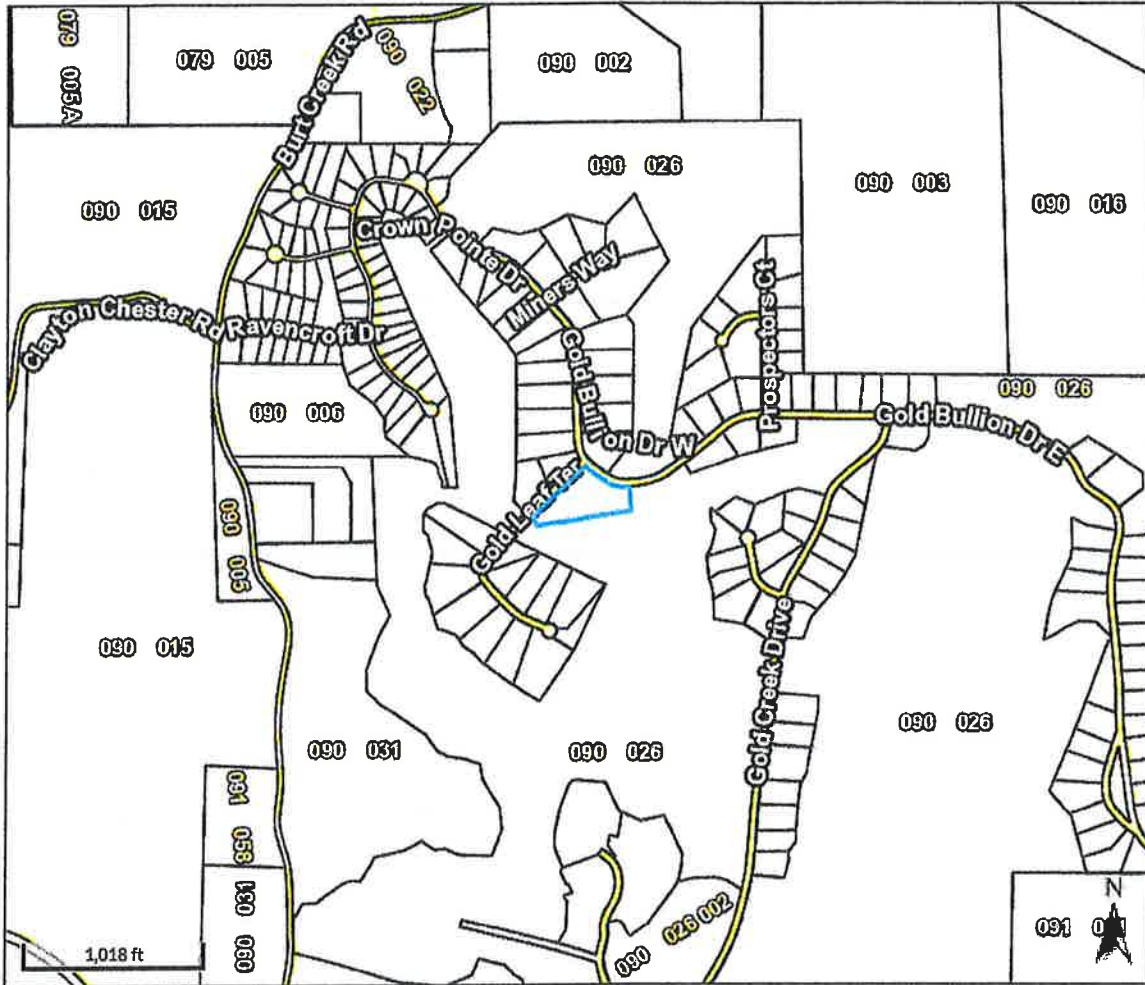
A TYPICAL CROSS-SECTION OF A ROAD, AS SHOWN ON THIS PLAT, SHALL BE CONSIDERED TO BE THE STANDARD FOR THE ROAD. THE ROAD SHALL BE CONSIDERED TO BE THE STANDARD FOR THE ROAD. THE ROAD SHALL BE CONSIDERED TO BE THE STANDARD FOR THE ROAD.

APPROVED FOR RECORDING  
 4/13/00

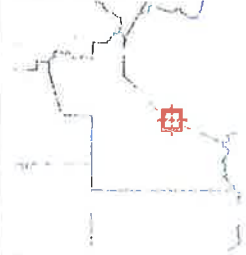
**GENERAL NOTES**

- THIS PLAT CONSISTS OF 26 LOTS.
- ALL LOTS ARE ALIGNED TO BACK OF CURB.
- ALL ROADS ARE CONTAINED WITHIN A 24' RIGHT-OF-WAY.
- ALL LOTS ARE AT LEAST 25.00' SLOTTED TO RIGHT-OF-WAY.
- SEE REFERENCES FOR NEARBY INFORMATION.
- SAVITARY SINKS TO BE RECORDED IN DANFORTH COUNTY.
- ALL DRAINAGE EASEMENTS ARE PRIVATE INLAND.
- SEE DANFORTH COUNTY PLAT BOOK 37, PAGE 173, AND IS RECORDED IN PLAT BOOK 44, PAGE 183, DATED 7/13/04.
- THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 301, AND IS RECORDED IN PLAT BOOK 31, PAGE 303, DATED 11/17/98.
- THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 303, AND IS RECORDED IN PLAT BOOK 31, PAGE 173, DATED 5/16/01.
- THIS PLAT SUPERSEDES PLAT BOOK 37, PAGE 173, AND IS RECORDED IN PLAT BOOK 44, PAGE 183, DATED 7/13/04.

603



Overview



Legend

-  Parcels
-  Roads

|                 |                |                  |                         |              |          |        |      |
|-----------------|----------------|------------------|-------------------------|--------------|----------|--------|------|
| Parcel ID       | 090 086        | Owner            | MURPHY BILL P & SANDRAL | Last 2 Sales |          |        |      |
| Class Code      | Residential    |                  | 21 GOLD LEAF TERRACE    | Date         | Price    | Reason | Qual |
| Taxing District | UNINCORPORATED |                  | DAWSONVILLE GA 30534    | 7/10/2015    | \$360000 | FM     | Q    |
|                 | UNINCORPORATED | Physical Address | 21 GOLD LEAF TERRACE    | 2/7/2007     | \$0      | ES     | U    |
| Acres           | n/a            | Assessed Value   | Value \$355817          |              |          |        |      |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
Last Data Uploaded: 2/20/2017 3:09:28 PM

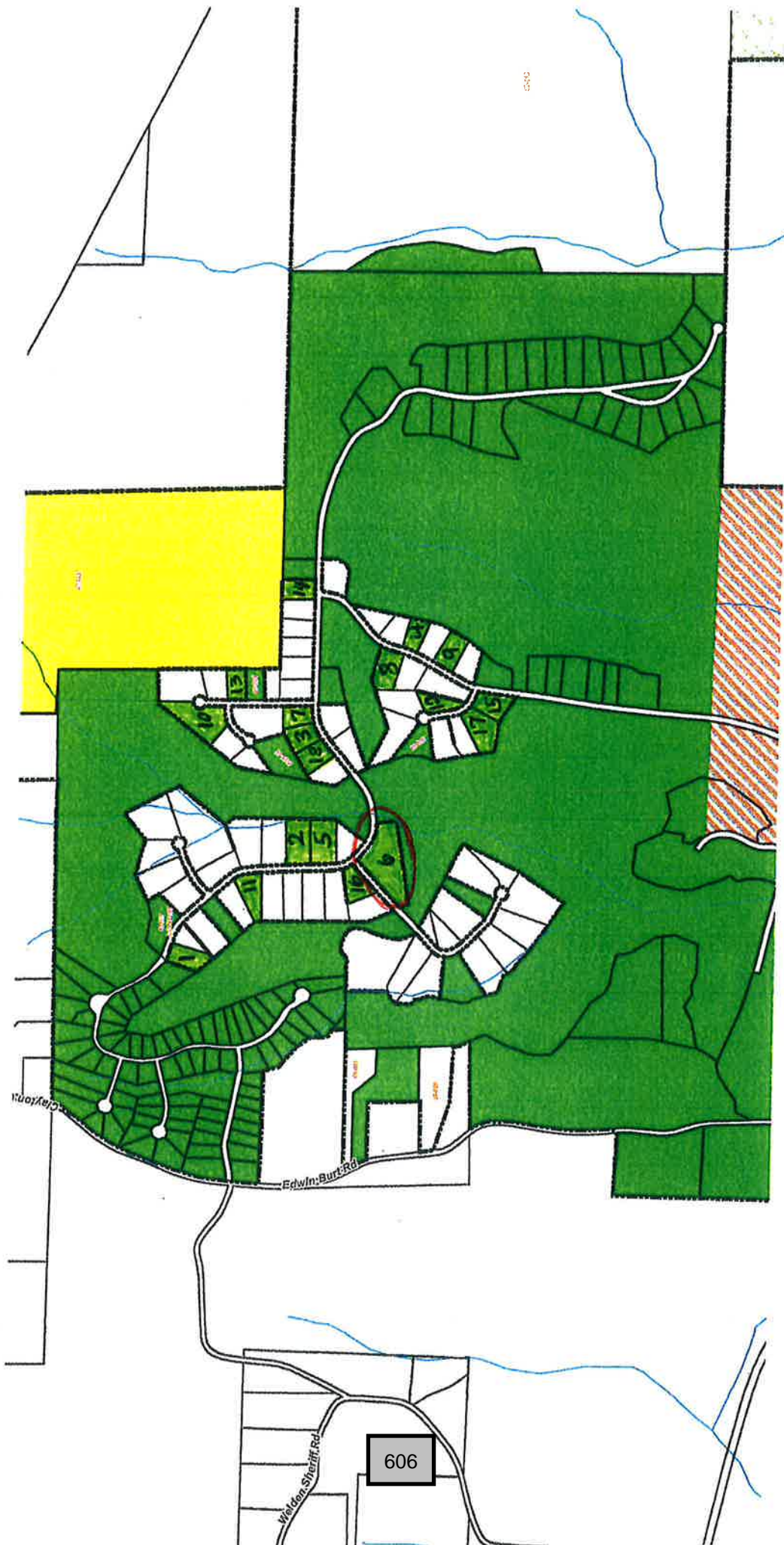
 Developed by  
The Schneider Corporation







© Murphy  
TMP 090 086



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Christopher & Elizabeth Duncan: ANX# C8-00015

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Christopher & Elizabeth Duncan. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Casey Majewski", is written over a printed name.

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # 08-00015

**Please Print Clearly**

Applicant Name(s): Christopher Duncan Elizabeth Duncan

Applicant Mailing Address: 15 Prospectors Ct

City: Dawsonville State: GA Zip: 30534

Applicant Telephone Number(s): 803-920-7243

Property Owner's Name(s): Christopher Duncan Elizabeth Duncan

Property Owner's Mailing Address: 15 Prospectors Ct

City: Dawsonville State: GA Zip: 30534

Property Owner's Telephone Number(s): 803-920-7243

Address of Property to be Annexed: 15 Prospectors Ct VACANT LOT

Tax Map & Parcel # 090 078 Property Size in Acres: 1 acre Survey Recorded in Plat Book # 37 Page # 171

Land Lot # 69 District # 4 Section # 1 Legal Recorded in Deed Book # 1109 Page # 598

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/R2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- ✓ An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- ✓ A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- ✓ Survey **must** be signed and sealed by a Registered Land Surveyor.
- ✓ Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.**

- Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
- Number of persons currently residing on the property: 2; VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2
- The number of all residents occupying the property:
 

|   |   |
|---|---|
| <input type="checkbox"/> American Indian                        | <input type="checkbox"/> Alaskan Native   |
| <input type="checkbox"/> Asian                                  | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Black, not of Hispanic Origin          | <input type="checkbox"/> Hispanic         |
| <u>2</u> <input type="checkbox"/> White, not of Hispanic Origin | <input type="checkbox"/> VACANT           |

**Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.**

**ARC Population Estimate Information**

- Number of existing housing units: 1
- List of Addresses for each housing unit in the annexed area at the time of the annexation:  
15 Prospectors Ct
- Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
stay the same
- Names of affected Subdivision: Gold Creek
- Name of affected Multi-Family Complex: \_\_\_\_\_
- Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- Names of affected Duplexes: \_\_\_\_\_
- Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 15 Prospectors Ct / 090 078 (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

|     |   |  |
|-----|---|--|
| (1) | <u>Christopher Duncan</u><br>Property Owner Signature | <u>Christopher Duncan</u><br>Property Owner Printed Name |
| (2) | <u>Elizabeth Duncan</u><br>Property Owner Signature   | <u>Elizabeth Duncan</u><br>Property Owner Printed Name   |
| (1) | <u>Christopher Duncan</u><br>Applicant Signature      | <u>Christopher Duncan</u><br>Applicant Printed Name      |
| (2) | <u>Elizabeth Duncan</u><br>Applicant Signature        | <u>Elizabeth Duncan</u><br>Applicant Printed Name        |

Sworn to and subscribed before me  
 this 1 day of February 2017

Christy Leccia S  
 Notary Public, State of Georgia

My Commission Expires: 10-28-17

Notary Seal

Annexation Application Received Date Stamp: Rec'd \_\_\_\_\_ Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd \_\_\_\_\_ Legal Description  
 Rec'd \_\_\_\_\_ ARC Population Estimate Information

**RECEIVED**  
**JAN 31 2018**

Planning Commission Meeting Date (if rezone): 3/5/18  
 Dates Advertised: \_\_\_\_\_  
 1st City Council Reading Date: 3/19/18  
 2nd City Council Reading Date: 4/9/18 Approved: YES NO  
 Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



Filed in Office: 04/21/2014 12:30PM  
Deed Doc: QCD  
Bk 01109 Pg 0597-0598  
Georgia Transfer Tax Paid : \$0.00  
Justin Power Clerk of Court  
Dawson County  
0422014000390

Please return to Perrie & Associates, LLC - Post Closing  
2635 Dallas Hwy Ste 450  
Marietta, GA 30064  
DEED PREP ONLY

STATE OF GEORGIA  
COUNTY OF FULTON

**QUITCLAIM DEED**

THIS INDENTURE, made on 1<sup>st</sup> day of April, 2014 between

**ELIZABETH DUNCAN,**

as party or parties of the first part, hereinafter called Grantor, and

**ELIZABETH N. DUNCAN and CHRISTOPER A. DUNCAN,**  
as Joint Tenants with Rights of Survivorship

as party or parties of the second part, hereinafter called Grantee (the words, "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION ----- (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

**See Exhibit attached hereto and made a part hereof**

with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging.


TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered  
in the presence of:

 (Seal)  
ELIZABETH DUNCAN

  
Witness

  
Notary Public  
My commission expires 2/14/16



[Attach Notary Seal]

My Commission Expires:

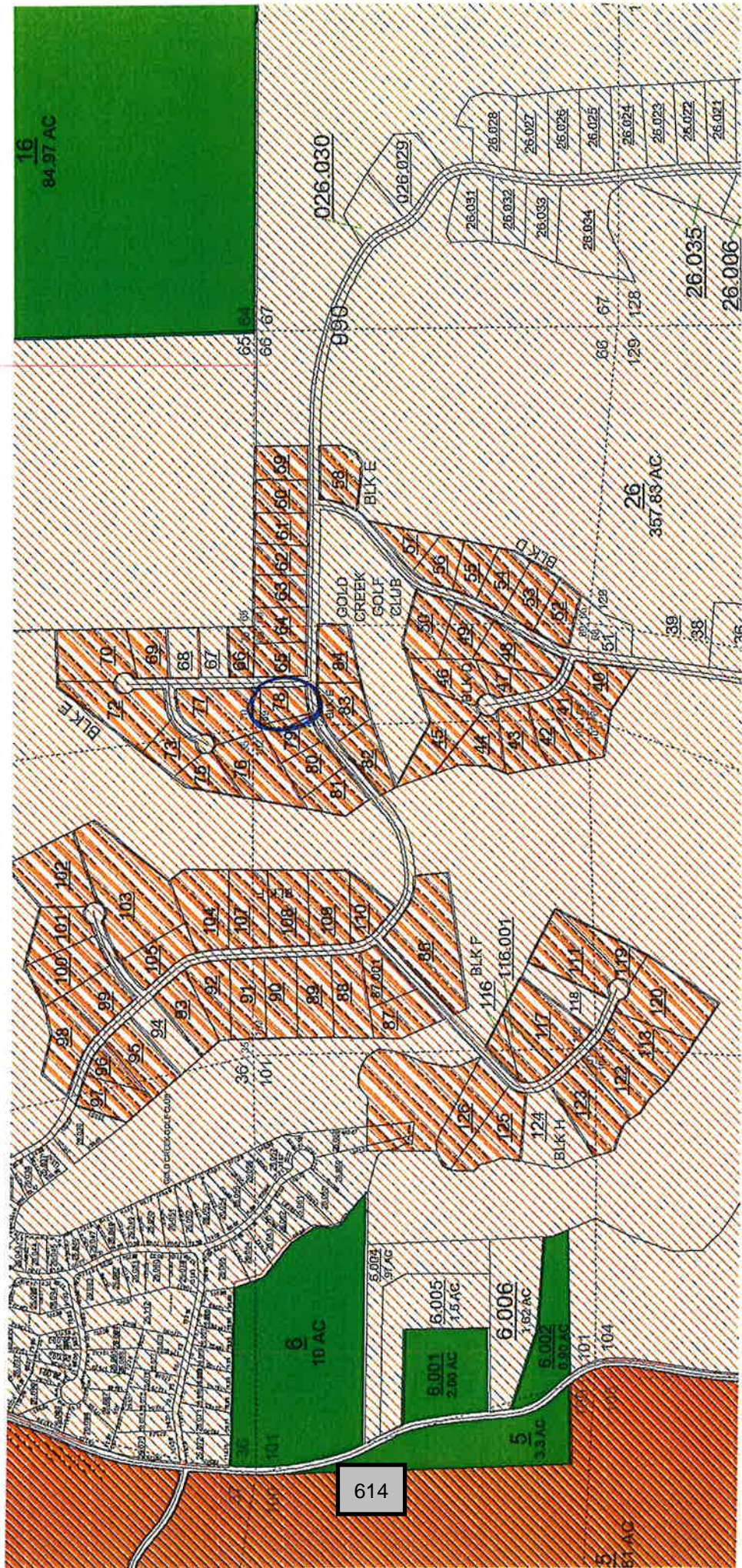
2:  
\$20,120,000.00  
ATT

EXHIBIT "A" Bk 01109 Pg 0598  
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 69 OF THE 4TH DISTRICT, 1ST SECTION OF DAWSON COUNTY, GEORGIA, BEING LOT #4, BLOCK E, UNIT 2, OF GOLD CREEK GOLF CLUB SUBDIVISION, AS PER PLAT BY GRIFFIN LAND SURVEYING, INC., GRLS, RECORDED IN PLAT BOOK 37, PAGE 171, DAWSON COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION.



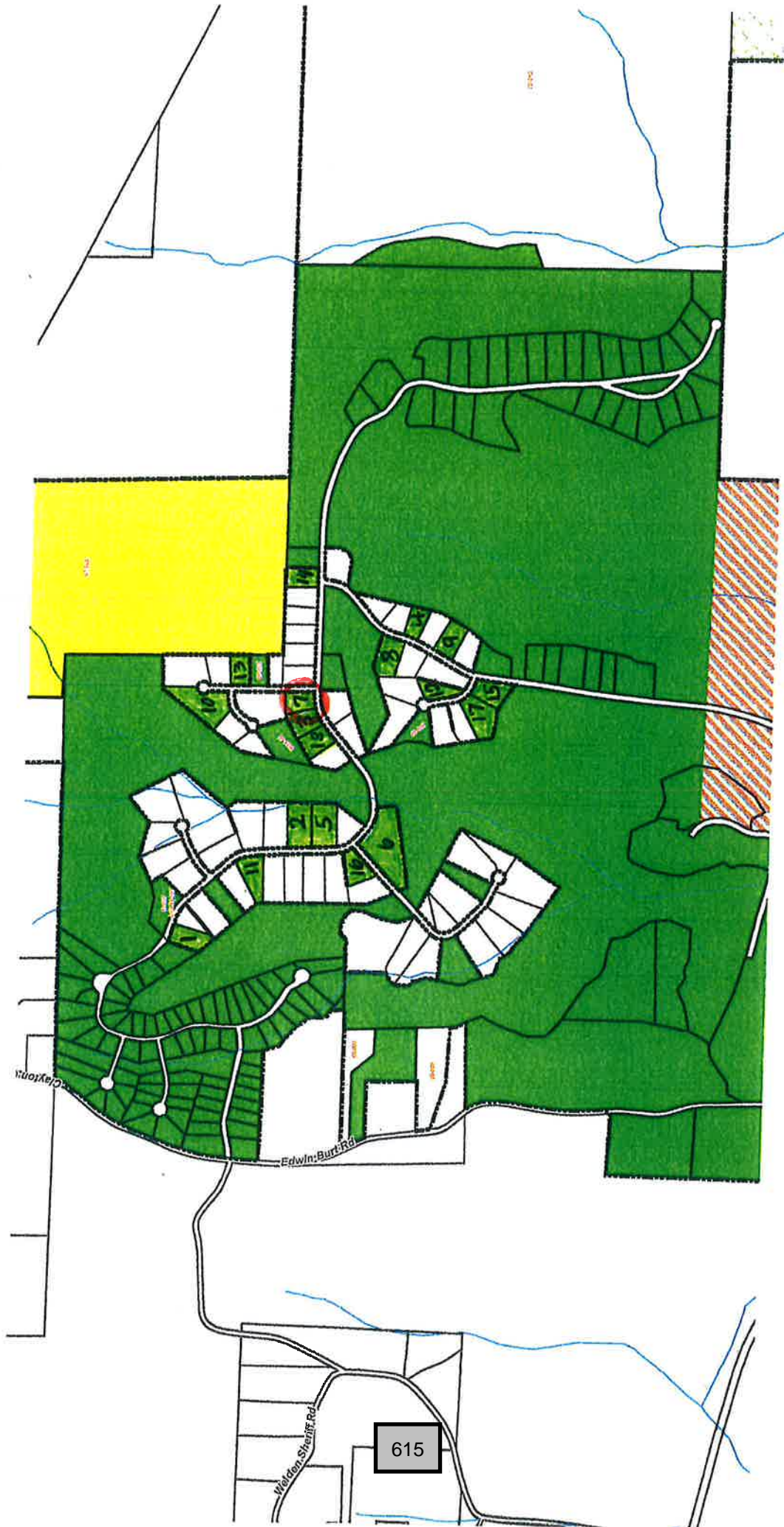






⑦ Duncan

TMP 090 078





Overview



Legend

- Parcels
- Roads

|                 |                |                |                                |  |              |          |        |      |
|-----------------|----------------|----------------|--------------------------------|--|--------------|----------|--------|------|
| Parcel ID       | 090 078        | Owner          | DUNCAN ELIZABETH & CHRISTOPHER |  | Last 2 Sales |          |        |      |
| Class Code      | Residential    |                | 15 PROSPECTORS COURT           |  | Date         | Price    | Reason | Qual |
| Taxing District | UNINCORPORATED |                | DAWSONVILLE GA 30534           |  | 4/1/2014     | \$0      | GF     | U    |
|                 | UNINCORPORATED | Physical       | 15 PROSPECTORS COURT           |  | 3/31/2014    | \$310000 | FM     | Q    |
| Acres           | n/a            | Address        |                                |  |              |          |        |      |
|                 |                | Assessed Value | Value \$328028                 |  |              |          |        |      |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
Last Data Uploaded: 2/20/2017 3:09:28 PM

Developed by  
The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Deborah Maxwell: ANX# C8-00016

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Deborah Maxwell. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # 08-00016

**Please Print Clearly**

Applicant Name(s): DEBORAH MAXWELL

Applicant Mailing Address: 781 GOLD CREEK DR.

City: DAWSONVILLE State: GA Zip: 30534

Applicant Telephone Number(s): 706-265-6293 (H) 201-819-8180 (C)

Property Owner's Name(s): DEBORAH MAXWELL

Property Owner's Mailing Address: 781 GOLD CREEK DR.

City: DAWSONVILLE State: GA Zip: 30534

Property Owner's Telephone Number(s): 706-265-6293 201-819-8180 (C)

Address of Property to be Annexed: 781 GOLD CREEK DR. DAWSONVILLE, GA 30534  VACANT LOT  
REVISED 49-REUSED

Tax Map & Parcel # D90-050 Property Size in Acres: .1 Survey Recorded in Plat Book # 37 Page # 171 <sup>97</sup>

Land Lot # 69 & 66 District # 4-1 Section # 1 Legal Recorded in Deed Book # 1132 Page # 6-7

Current Use of Property: RESIDENTIAL

County Zoning Classification: RPC City Zoning Classification: PUD/R.2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 ½ x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  /  Residential   Commercial  
 /  Existing Structure(s)   Vacant  
  Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property:  / ;  VACANT  
 Number of persons 18 years or older:  / ; Number of persons registered to vote:  /

3. The number of all residents occupying the property:  
  American Indian   Alaskan Native  
  Asian   Pacific Islander  
  Black, not of Hispanic Origin   Hispanic  
 /  White, not of Hispanic Origin   VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units:  /

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
 781 Gold Creek Dr.

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
 STAY THE SAME

D. Names of affected Subdivision:  GOLD CREEK

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as Deborah Maxwell (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

|     |   |   |
|-----|---|---|
| (1) | <u><i>Deborah Maxwell</i></u><br>Property Owner Signature | <u>DEBORAH MAXWELL</u><br>Property Owner Printed Name |
| (2) | _____<br>Property Owner Signature                         | _____<br>Property Owner Printed Name                  |
| (1) | <u><i>Deborah Maxwell</i></u><br>Applicant Signature      | <u>DEBORAH MAXWELL</u><br>Applicant Printed Name      |
| (2) | _____<br>Applicant Signature                              | _____<br>Applicant Printed Name                       |

Sworn to and subscribed before me  
 this 1 day of February 2017.  
*Christy Leccia*  
 Notary Public, State of Georgia

My Commission Expires: 10-28-17

Notary Seal

|   |   |
|---|---|
| Annexation Application Received Date Stamp:                 | Rec'd _____ Completed Application with Signatures   |
|   | Rec'd _____ Current Boundary Survey   |
|   | Rec'd _____ Legal Description   |
|   | Rec'd _____ ARC Population Estimate Information   |
|   | <b>JAN 31 2018</b>  |
| Planning Commission Meeting Date (if rezone):               | <u>3/5/18</u>   |
| Dates Advertised:   | _____   |
| 1 <sup>st</sup> City Council Reading Date:                  | <u>3/19/18</u>  |
| 2 <sup>nd</sup> City Council Reading Date:                  | <u>4/9/18</u>   |
| Date Certified Mail to:                                     | <u>2/2/18</u> County Board of Commissioners & Chairman <u>2/2/18</u> County Manager <u>2/2/18</u> County Attorney |
| <input type="checkbox"/> Letter Received from Dawson County | Date: _____   |

IN THE PROBATE COURT  
COUNTY OF DAWSON  
STATE OF GEORGIA

IN RE: ESTATE OF )

GEORGE W. GOEDHART, )  
DECEASED )

ESTATE NO. 16-0058

LETTERS TESTAMENTARY  
(Relieved of Filing Returns)

At a regular term of Probate Court, the Last Will and Testament dated December 7, 2009 of the above named Decedent, who was domiciled in this County at the time of his or her death or was domiciled in another state but owned property in this County at the time of his or her death, was legally proven in Solemn Form to be the Decedent's Will and was admitted to record by order, and it was further ordered that Deborah Maxwell, named as Executor in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor.

THEREFORE, the said Executor, having taken the oath of office and complied with all necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of Executor under the Will of said Deceased, according to the Decedent's Will and the law.

Given under my hand and official seal, the

10<sup>th</sup> day of August, 2016  
Jennifer Burt  
Judge of the Probate Court

NOTE: The following must be signed if the Judge does not sign the original of this document:

Issued by:

[Seal]

\_\_\_\_\_  
Clerk/Deputy Clerk of the Probate Court

GEORGIA DAWSON COUNTY  
This is to certify that the within document  
is a true and correct copy of the original on file  
this 10<sup>th</sup> day of Aug, 2016  
Jane [Signature]  
Clerk, Probate Court

Filed in Office: 11/10/2014 12:53PM  
Deed Doc: WD  
Bk 01132 Pg 0006-0007  
Georgia Transfer Tax Paid : \$425.00  
Justin Power Clerk of Court  
Dawson County  
0422014001331

AFTER RECORDING MAIL TO:  
THE LAW OFFICE OF RYAN M. REID, LLC  
815 Washington Street  
P.O. BOX 719  
GAINESVILLE, GA 30503  
FILE#14-03(WGOEDHART & MAXWELL (RR))

**WARRANTY DEED WITH SURVIVORSHIP**

**STATE OF GEORGIA,  
COUNTY OF HALL.**

THIS DEED made by and between JOE B. BRAKEBILL and ANDREA L. BRAKEBILL, Grantor and GEORGE GOEDHART and DEBORAH MAXWELL, Grantee,

WITNESSETH: that the said Grantor, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantees, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor,

All that tract or parcel of land lying and being in Land Lots 66 and 69 of the 4<sup>th</sup> District, 1<sup>st</sup> Section of Dawson County, Georgia Records, designated as Lot 11, Block D, of Gold Creek Golf Club, Unit 2, as shown on plat recorded in Plat Book 37, Page 171, Dawson County, Georgia Records; revised at Plat Book 49, Page 97, Dawson County, Georgia Records, said plat being incorporated herein by reference for a more complete description.

Subject to all easements, covenants, and restrictions of record, if any.

Map# 090 050

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, for during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor does WARRANT and forever defend the right and title to the above described property, unto the said Grantees, as herein above provided, against the claims of all persons whomsoever.

11/10/2014  
1425.00

WHEREVER there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto:

IN WITNESS, the Grantor has hereunto set her hand and affixed her seal this 13<sup>th</sup> day of October, 2014.

Signed, sealed and delivered  
in the presence of:

Maria D. ...  
Witness  
[Signature]  
Notary Public  
My Commission Expires -



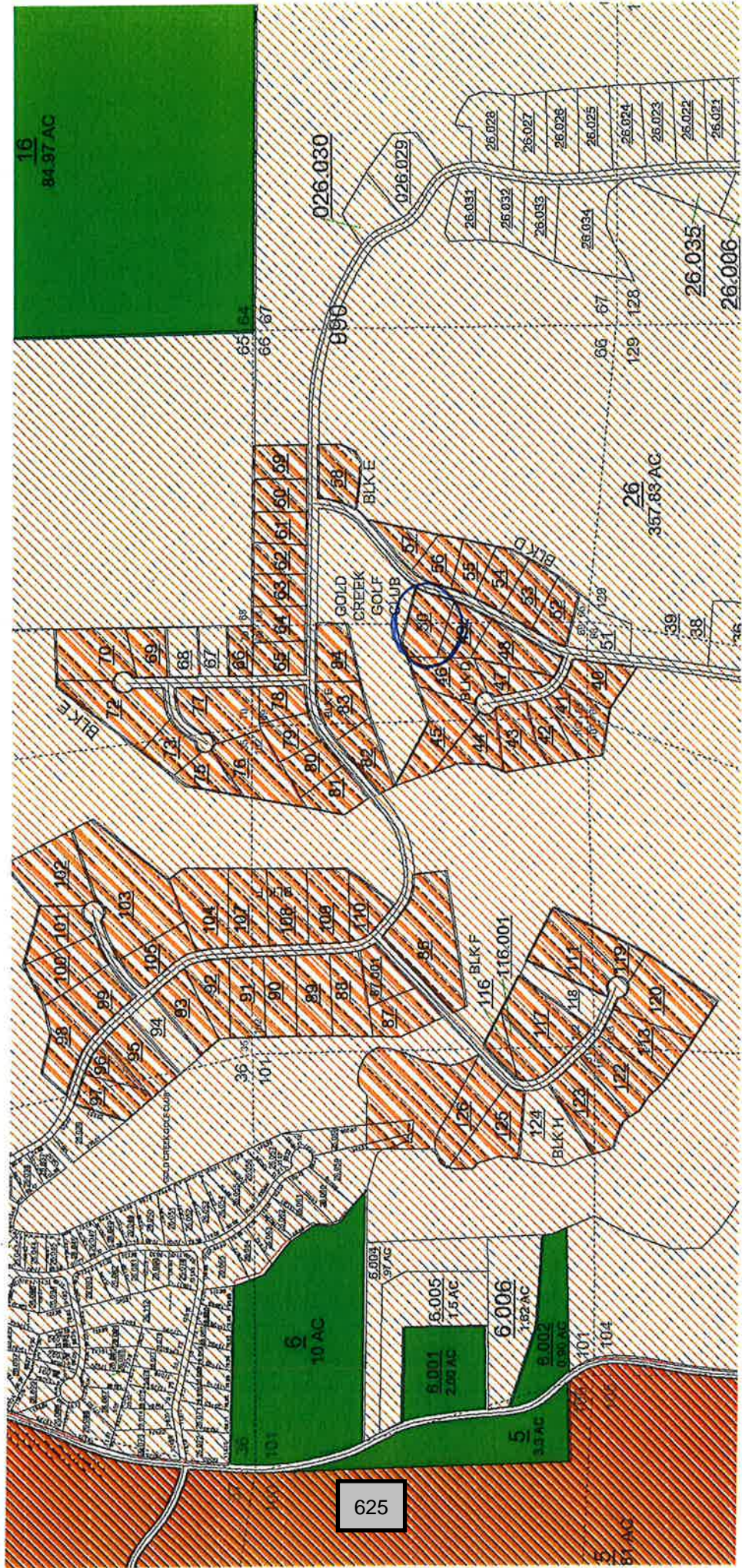
[Signature] (SEAL)  
JOE B. BRAKEBILL  
[Signature] (SEAL)  
ANDREA L. BRAKEBILL

[Signature]





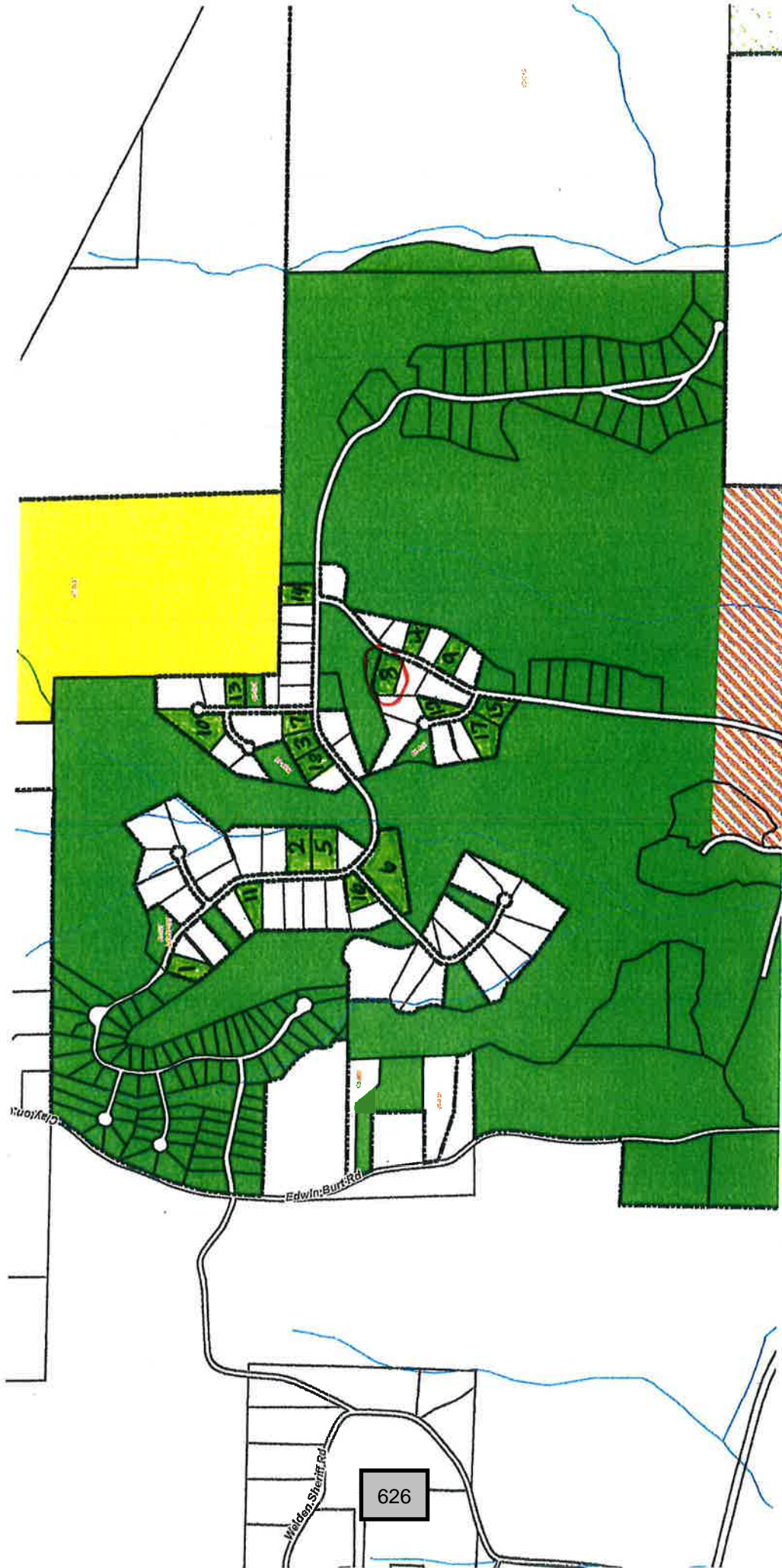




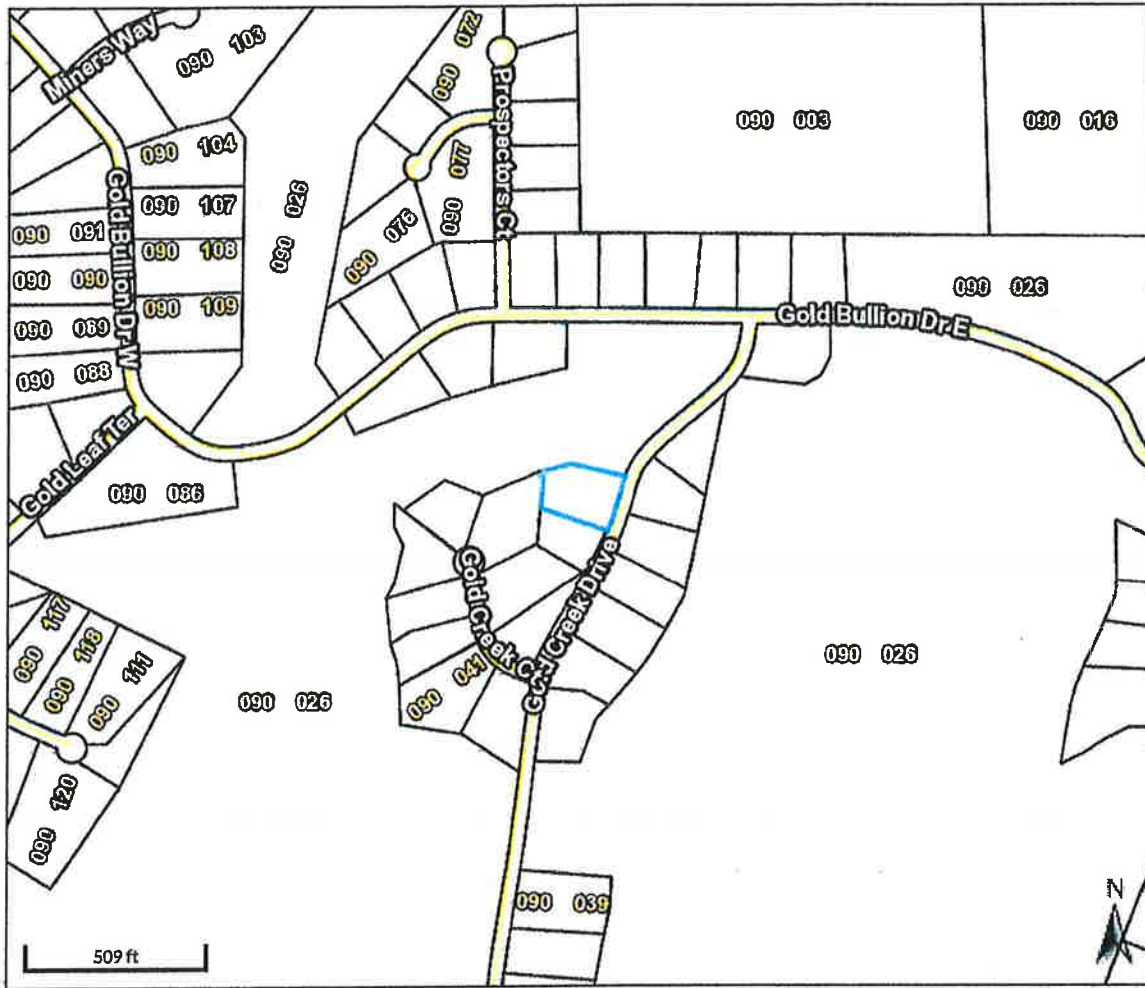


⑧ Maxwell

TMP 090 050







Overview



Legend

- Parcels
- Roads

|                 |                |                  |   |              |          |        |      |
|-----------------|----------------|------------------|---|--------------|----------|--------|------|
| Parcel ID       | 090050         | Owner            | GOEDHART GEORGE & DEBORAH<br>MAXWELL      | Last 2 Sales |          |        |      |
| Class Code      | Residential    | Physical Address | 781 GOLD CREEK DR<br>DAWSONVILLE GA 30534 | Date         | Price    | Reason | Qual |
| Taxing District | UNINCORPORATED | Assessed Value   | Value \$405201                            | 10/23/2014   | \$425000 | FM     | Q    |
|                 | UNINCORPORATED |                  |   | 9/3/2009     | \$0      | QC     | U    |
| Acres           | n/a            |                  |   |              |          |        |      |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
Last Data Uploaded: 2/20/2017 3:09:28 PM

Developed by  
The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Gloria & Eugene Brogdon: ANX# C8-00019

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Gloria & Eugene Brogdon. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # C8-00019

**Please Print Clearly**

Applicant Name(s): Gloria Diane Brogdon Eugene Russell Brogdon

Applicant Mailing Address: 467 Gold Bullion Drive West

City: Dawsonville State: GA Zip: 30534

Applicant Telephone Number(s): 706 216 2087 (H) 770 633 5037 (C)

Property Owner's Name(s): Gloria Diane Brogdon Eugene Russell Brogdon

Property Owner's Mailing Address: 467 Gold Bullion Drive West

City: Dawsonville State: GA Zip: 30534

Property Owner's Telephone Number(s): 706 216 2087 (H) 770 633 5037 (C)

Address of Property to be Annexed: 467 Gold Bullion Drive West  VACANT LOT

Tax Map & Parcel # 090092 Property Size in Acres: 1 acre Survey Recorded in Plat Book # 49 Page # 83

Land Lot # 35 District # 4 Section # 1 Legal Recorded in Deed Book # 1076 Page # 1482-0483

Current Use of Property: Residential, single family

County Zoning Classification: RPC City Zoning Classification: PUD / R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 ½ x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: 2;  VACANT  
Number of persons 18 years or older: 2; Number of persons registered to vote: 2

3. The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 2 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: 1

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:

467 Gold Bullion Drive West  
Dawsonville, GA 30534

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):

To stay the same

D. Names of affected Subdivision: Gold Creek

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
\_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 467 Gold Bullion Dr W, Dawsonville, GA 30534/090092 (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

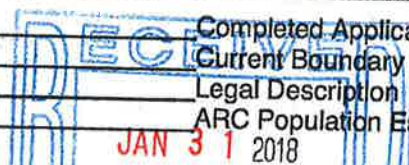
|     |   |  |
|-----|---|--|
| (1) | <u>Gloria Diane Brogdon</u><br>Property Owner Signature   | <u>Gloria Diane Brogdon</u><br>Property Owner Printed Name   |
| (2) | <u>Eugene Russell Brogdon</u><br>Property Owner Signature | <u>Eugene Russell Brogdon</u><br>Property Owner Printed Name |
| (1) | <u>Gloria Diane Brogdon</u><br>Applicant Signature        | <u>Gloria Diane Brogdon</u><br>Applicant Printed Name        |
| (2) | <u>Eugene Russell Brogdon</u><br>Applicant Signature      | <u>Eugene Russell Brogdon</u><br>Applicant Printed Name      |

Sworn to and subscribed before me  
 this 29 day of January 2017.

Christy Lecker  
 Notary Public, State of Georgia

My Commission Expires: 10-28-17

Notary Seal

Annexation Application Received Date Stamp:  Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd \_\_\_\_\_ Legal Description  
 Rec'd \_\_\_\_\_ ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 3/5/18

Dates Advertised: \_\_\_\_\_

1<sup>st</sup> City Council Reading Date: 3/19/18

2<sup>nd</sup> City Council Reading Date: 4/9/18

Approved: YES NO

Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



**Record and Return to:**  
Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, 3500 Lenox Road, 4th Floor  
Atlanta, GA 30326

File No.: CU108-13-0107-RC

## WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF FORSYTH

THIS INDENTURE, made this May 21, 2013, between Tony Whitmire and Kerri W. Whitmire of the County of Dawson, and the State of Georgia as party or parties of the first part, hereinafter called Grantor, and Gloria Diane Brogdon and Eugene Russell Brogdon, as joint tenants with rights of survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

**SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO**

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them IN FEE SIMPLE together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantee a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantees against the claims of all persons whomsoever.

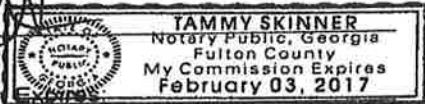
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the date and year above written.

Signed, sealed and delivered  
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires



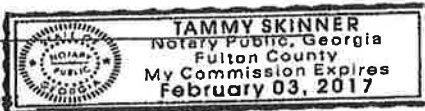
Tony Whitmire (Seal)  
Tony Whitmire

Signed, sealed and delivered  
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires



Kerri W. Whitmire (Seal)  
Kerri W. Whitmire

**EXHIBIT "A"**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 35 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA, BEING LOT 8, BLOCK F, GOLD CREEK GOLF CLUB SUBDIVISION, UNIT 3, AS PER PLAT RECORDED IN PLAT BOOK 49, PAGE 83, DAWSON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

*Kww  
Tw*

49-83

HEALTH DEPARTMENT NOTES

- A. BLOCK F, LOT 7: BONED.
- B. BLOCK F, LOT 8: PLAT PLAN REQUIRED.
- C. BLOCK F, LOT 9: PLAT PLAN REQUIRED.
- D. BLOCK F, LOT 10: PLAT PLAN REQUIRED.
- E. BLOCK F, LOT 11: PLAT PLAN REQUIRED.
- F. BLOCK F, LOT 12: PLAT PLAN REQUIRED.
- G. BLOCK F, LOT 13: PLAT PLAN REQUIRED.
- H. BLOCK F, LOT 14: PLAT PLAN REQUIRED.
- I. BLOCK F, LOT 15: PLAT PLAN REQUIRED.
- J. BLOCK F, LOT 16: PLAT PLAN REQUIRED.
- K. BLOCK F, LOTS 24 & 25: SYSTEM INSTALLED PRIOR TO CONSTRUCTION.

PURSUANT TO THE SUBDIVISION REGULATIONS FOR DAWSON COUNTY, GEORGIA, AND THE REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS PLAT PLAN HAS BEEN APPROVED BY THE DAWSON COUNTY BOARD OF COMMISSIONERS ON 11/19/90.

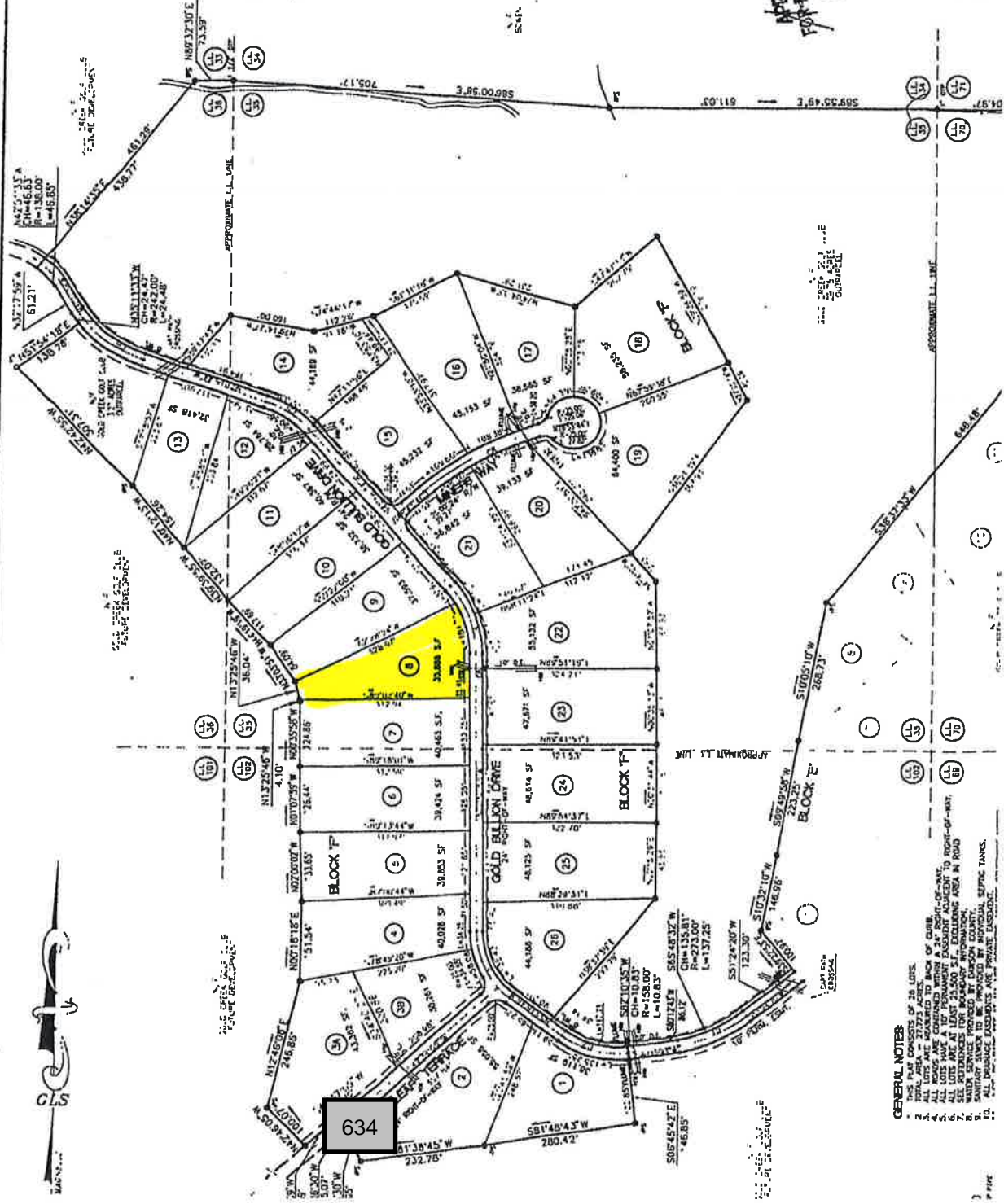
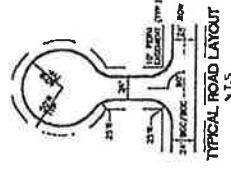
DAWSON COUNTY BOARD OF COMMISSIONERS

GENERAL DAWSON COUNTY CLERK'S OFFICE, SUPERIOR COUNTY  
 FILED FOR RECORD  
 AT 2:30 P.M. 11-13-2000  
 RECORDED IN PLAT BOOK 49 PAGE 83  
 THIS 13<sup>TH</sup> DAY OF APRIL 1990  
 [Signature]  
 CLERK



IT IS CERTAIN THAT THIS IS A CORRECT AND ACCURATE REPRODUCTION OF THE ORIGINAL SURVEY AND RECORDING WITH THE NECESSARY CORRECTIONS AND AMENDMENTS MADE.

THE FIELD DATA UPON WHICH THE MAP OR PLAN WAS BASED WAS OBTAINED BY ME OR BY MEASUREMENTS MADE BY ME OR BY MEASUREMENTS MADE BY OTHERS UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME ARE CORRECT AND ACCURATE WITHIN ONE FOOT IN 1,000 FEET AND CORRECTIONS IN 1/1000 FEET.



APPROVED FOR RECORDING  
 4/19/90

- REFERENCES:
- 1. SURVEY FOR DAVID H. BROWN BY GREGORY LAND SURVEYING, INC., DATED MARCH 8, 1985.
  - 2. SURVEY FOR DAVID H. BROWN BY GREGORY LAND SURVEYING, INC., DATED JUNE 25, 1992.
  - 3. SURVEY FOR DAVID H. BROWN BY GREGORY LAND SURVEYING, INC., DATED JULY 10, 1991.
  - 4. SURVEY FOR DAVID H. BROWN BY GREGORY LAND SURVEYING, INC., DATED JULY 10, 1991.
  - 5. SURVEY FOR DAVID H. BROWN BY GREGORY LAND SURVEYING, INC., DATED SEPT. 14, 1990.
- THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 301, AND IS RECORDED IN PLAT BOOK 31, PAGE 301, DATED 11/19/90.
- THIS PLAT SUPERSEDES PLAT BOOK 31, PAGE 303, AND IS RECORDED IN PLAT BOOK 31, PAGE 303, DATED 11/19/90.
- THIS PLAT SUPERSEDES PLAT BOOK 37, PAGE 172, AND IS RECORDED IN PLAT BOOK 44, PAGE 181, DATED 7/15/98.

GENERAL NOTES

- 1. THIS PLAT CONSISTS OF 25 LOTS.
- 2. ALL LOTS ARE BARRICADED TO BACK OF CURB.
- 3. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
- 4. ALL LOTS ARE TO BE CONVEYED WITHIN A 30' RIGHT-OF-WAY.
- 5. ALL LOTS ARE AT LEAST 25,500 S.F. EXCLUDING AREA IN ROAD.
- 6. WATER SERVICES ARE TO BE PROVIDED BY THE BUYER.
- 7. SANITARY SERVICES TO BE PROVIDED BY INDIVIDUAL SEPTIC TANKS.
- 8. ALL NECESSARY EASEMENTS ARE PRIVATE EASEMENTS.

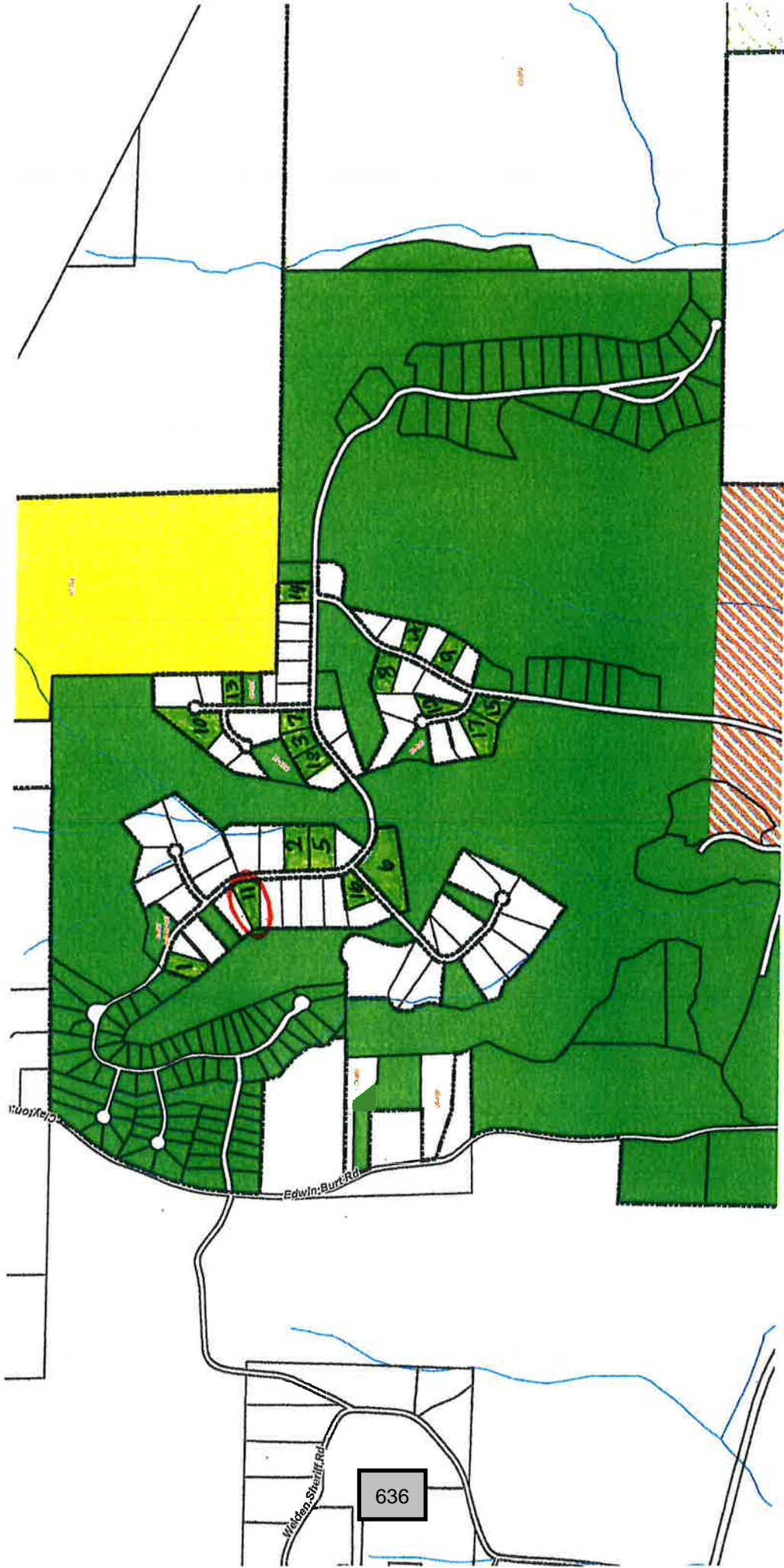
634







① Brogdon  
TME 090 092





415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Henry & Diana Hyams: ANX# C8-00020

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Henry & Diana Hyams. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Annexation # 08-00020

**Please Print Clearly**

Applicant Name(s): HENRY M. HYAMS JR DIANNA D. HYAMS

Applicant Mailing Address: 50 GOLD CREEK CT.

City: DAWSONVILLE State: GA Zip: 30534

Applicant Telephone Number(s): 706-265-4775 (H) 706-429-3988 (C)

Property Owner's Name(s): HENRY M. HYAMS JR DIANA D. HYAMS

Property Owner's Mailing Address: 50 GOLD CREEK CT

City: DAWSONVILLE State: GA Zip: 30534

Property Owner's Telephone Number(s): 706-265-4775 (H) 706-429-3988

Address of Property to be Annexed: 50 Gold Creek Ct.  VACANT LOT

Tax Map & Parcel # 090 047 Property Size in Acres: .6 Survey Recorded in Plat Book # 31 Page # 247

Land Lot # 69 District # 4 Section # 1 Legal Recorded in Deed Book # 257 Page # 162

Current Use of Property: RESIDENTIAL

County Zoning Classification: RPC City Zoning Classification: PUD / R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

- Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
- Number of persons currently residing on the property: 2;  VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2
- The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- Number of existing housing units: ONE
- List of Addresses for each housing unit in the annexed area at the time of the annexation:  
50 GOLD CREEK COURT
- Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
STAY SAME
- Names of affected Subdivision: GOLD CREEK
- Name of affected Multi-Family Complex: \_\_\_\_\_
- Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- Names of affected Duplexes: \_\_\_\_\_
- Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 50 GOLD CREEK COURT 090047 (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

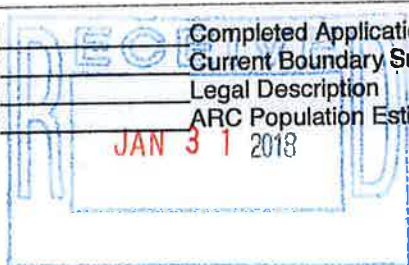
|     |  |   |
|-----|--|---|
| (1) | <u>[Signature]</u><br>Property Owner Signature | <u>HENRY M. HYAMS JR</u><br>Property Owner Printed Name |
| (2) | <u>[Signature]</u><br>Property Owner Signature | <u>DIANA D. HYAMS</u><br>Property Owner Printed Name    |
| (1) | <u>[Signature]</u><br>Applicant Signature      | <u>HENRY M. HYAMS JR</u><br>Applicant Printed Name      |
| (2) | <u>[Signature]</u><br>Applicant Signature      | <u>DIANA D. HYAMS</u><br>Applicant Printed Name         |

Sworn to and subscribed before me  
this 29 day of January 2017.  
Chester Lecours  
Notary Public, State of Georgia

My Commission Expires: 10-28-17

Notary Seal

|   |       |                                       |
|---|-------|---------------------------------------|
| Annexation Application Received Date Stamp: | Rec'd | Completed Application with Signatures |
|   | Rec'd | Current Boundary Survey               |
|   | Rec'd | Legal Description                     |
|   | Rec'd | ARC Population Estimate Information   |



Planning Commission Meeting Date (if rezone): 3/5/18

Dates Advertised: \_\_\_\_\_

1st City Council Reading Date: 3/19/18

2nd City Council Reading Date: 4/9/18

Approved: YES NO

Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_







CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD

AT 8:30A M 12/12/97  
Recorded in Deed Book 257 Page 162  
This 15 day of December 1997

Return To: Carey, Jarrard & Walker  
P. O. Box 635  
Gainesville, Georgia 30503

Bobby McLeod, CLERK WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF HALL.

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 245.00  
DATE December 15, 1997  
Bobby McLeod  
CLERK

THIS INDENTURE, made this 14 day of December, 1997, between Stick Builders, Inc. of \_\_\_\_\_ County, Georgia, (hereinafter referred to as "Grantor") and Henry M. Hyams and Diana D. Hyams, of Dawson County, Georgia, (hereinafter referred to as "Grantee").

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine included the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the Parties hereto.

W I T N E S S E T H:

GRANTOR, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee the following described property:

All that tract or parcel of land lying, situate and being in Land Lot 69, of the 4th Land District, of Dawson County, Georgia, and being all of Lot 8, Block "D", Unit 2, of the Gold Creek Golf Club Subdivision, as shown on a plat of survey prepared for Henry Hyams, Jr. and Diana D. Hyams, by Griffin Land Surveying, Inc., Georgia Registered Land Surveyors, dated November 17, 1997, and recorded in Plat Book 45, Page 9, of the Dawson County, Georgia Plat Records, which survey is hereby incorporated herein and made a part of this description.

Said property is subject to easements, restrictions, reservations and rights-of-way of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the 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.

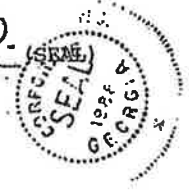
AND GRANTOR will warrant and forever defend the right and title to the above-described property, unto Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered  
this 14 day of December,  
1997, in the presence of:

Stick Builders, Inc.  
By: Rumpff, V.P.

Karen E. Gundlach  
Witness  
Shirley L. Lundy  
Notary Public  
Notary Public, Hall County, Georgia  
My Commission Expires May 8, 1998



My Commission Expires



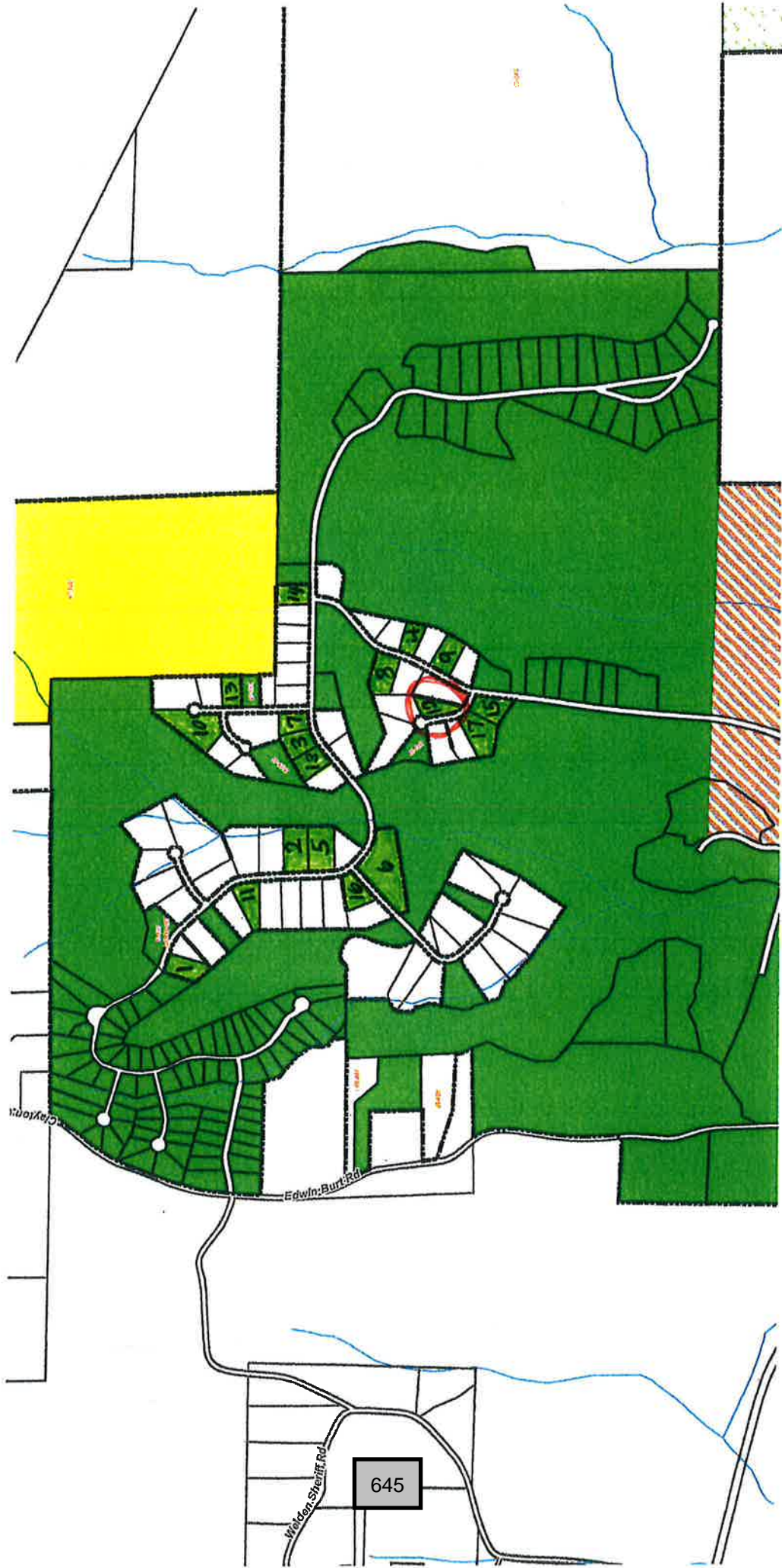






12 Hyams

TMP 090 047



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Darrel & Linda Schilling: ANX# C8-00021

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Darrel & Linda Schilling. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # 08-00021

**Please Print Clearly**

Applicant Name(s): Darrel Schilling Linda Schilling

Applicant Mailing Address: 104 Prospectors Ct

City: Dawsonville State: GA Zip: 30534

Applicant Telephone Number(s): 770 596 0489 678 773 8642

Property Owner's Name(s): Darrel Schilling Linda Schilling

Property Owner's Mailing Address: 104 Prospectors Ct

City: Dawsonville State: GA Zip: 30534

Property Owner's Telephone Number(s): 770 596 0489 678 773 8642

Address of Property to be Annexed: 104 Prospectors Ct  VACANT LOT

Tax Map & Parcel # 090068 Property Size in Acres: 1 acre Survey Recorded in Plat Book # 37 Page # 171

Land Lot # 70 District # 4 Section # 1 Legal Recorded in Deed Book # 318 Page # 117

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD / R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: 2;  VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2

3. The number of all residents occupying the property:

|   |   |
|---|---|
| <input type="checkbox"/> American Indian                        | <input type="checkbox"/> Alaskan Native   |
| <input type="checkbox"/> Asian                                  | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Black, not of Hispanic Origin          | <input type="checkbox"/> Hispanic         |
| <u>2</u> <input type="checkbox"/> White, not of Hispanic Origin | <input type="checkbox"/> VACANT           |

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
104 Prospectors Ct
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
stay the same
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 104 Prospectors Ct / 090 068 (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1) *Darrel Schilling*  
 Property Owner Signature

Darrel Schilling  
 Property Owner Printed Name

(2) *Linda Schilling*  
 Property Owner Signature

Linda Schilling  
 Property Owner Printed Name

(1) *Darrel Schilling*  
 Applicant Signature

Darrel Schilling  
 Applicant Printed Name

(2) *Linda Schilling*  
 Applicant Signature

Linda Schilling  
 Applicant Printed Name

Sworn to and subscribed before me  
 this 29 day of January 2017.  
*Chester Zocane*  
 Notary Public, State of Georgia

My Commission Expires: 10-28-17

Notary Seal

|   |   |       |                                       |       |                         |       |                   |       |  |
|---|---|-------|---------------------------------------|-------|-------------------------|-------|-------------------|-------|--|
| Annexation Application Received Date Stamp:                 | <table border="1"> <tr><td>Rec'd</td><td>Completed Application with Signatures</td></tr> <tr><td>Rec'd</td><td>Current Boundary Survey</td></tr> <tr><td>Rec'd</td><td>Legal Description</td></tr> <tr><td>Rec'd</td><td>JAN 31 2018<br/>ARC Population Estimate Information</td></tr> </table> | Rec'd | Completed Application with Signatures | Rec'd | Current Boundary Survey | Rec'd | Legal Description | Rec'd | JAN 31 2018<br>ARC Population Estimate Information |
| Rec'd   | Completed Application with Signatures   |       |                                       |       |                         |       |                   |       |  |
| Rec'd   | Current Boundary Survey   |       |                                       |       |                         |       |                   |       |  |
| Rec'd   | Legal Description   |       |                                       |       |                         |       |                   |       |  |
| Rec'd   | JAN 31 2018<br>ARC Population Estimate Information  |       |                                       |       |                         |       |                   |       |  |
| Planning Commission Meeting Date (if rezone):               | <u>3/5/18</u>   |       |                                       |       |                         |       |                   |       |  |
| Dates Advertised:   | _____   |       |                                       |       |                         |       |                   |       |  |
| 1st City Council Reading Date:                              | <u>3/19/18</u>  |       |                                       |       |                         |       |                   |       |  |
| 2nd City Council Reading Date:                              | <u>4/9/18</u>   |       |                                       |       |                         |       |                   |       |  |
| Date Certified Mail to:                                     | <u>2/2/18</u> County Board of Commissioners & Chairman <u>2/2/18</u> County Manager <u>2/2/18</u> County Attorney   |       |                                       |       |                         |       |                   |       |  |
| <input type="checkbox"/> Letter Received from Dawson County | Date: _____   |       |                                       |       |                         |       |                   |       |  |

**Stewart Title Guaranty Company**

File No.: SCHILLING-104

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAWSON, STATE OF GEORGIA, AND IS DESCRIBED AS FOLLOWS:

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 70 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA, BEING LOT 14 OF BLOCK E, UNIT 2, GOLD CREEK GOLF CLUB SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 37, PAGE 171, DAWSON COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.**

BEING the same property conveyed to DARREL D. SCHILLING AND LINDA SCHILLING, as joint tenants with rights of survivorship and not as tenants in common, by Deed from Gold Creek Development Associates, LLC, dated August 6, 1999, and recorded on August 13, 1999 in Book 318 at Page 117 of the official records of Dawson County, Georgia.

Commonly known as: 104 Prospectors Court (Dawsonville, GA 30534)  
However, by showing this address no additional coverage is provided



Filed in Office: 03/30/2015 10:50AM  
Deed Doc: SD  
Bk 01146 Pg 0191-0202  
Georgia Intangible Tax Paid: \$720.00  
Justin Power Clerk of Court  
Dawson County

Penner Law Firm, LLC  
185 Plains Road, Suite 302W  
Milford, CT 06461

When recorded, return to:  
Total Mortgage Services, LLC  
Attn: Final Document Dept  
185 Plains Road  
Milford, CT 06461

LOAN #: 1601014767

[Space Above This Line For Recording Data]

SECURITY DEED

MIN 1004590-0000112276-6  
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 17, 2015, together with all Riders to this document.  
(B) "Borrower" is DARREL D. SCHILLING AND LINDA SCHILLING.

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Total Mortgage Services, LLC.

Lender is Limited Liability Corporation,  
Connecticut.  
06461


organized and existing under the laws of  
Lender's address is 185 Plains Road, Milford, CT

(E) "Note" means the promissory note signed by Borrower and dated March 17, 2015. The Note states that Borrower owes Lender TWO HUNDRED FORTY THOUSAND AND NO/100\* ..... Dollars (U.S. \$240,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2025.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3011 1/01  
Elite Mac, Inc. Page 1 of 9

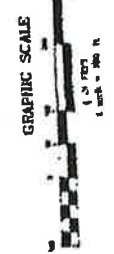
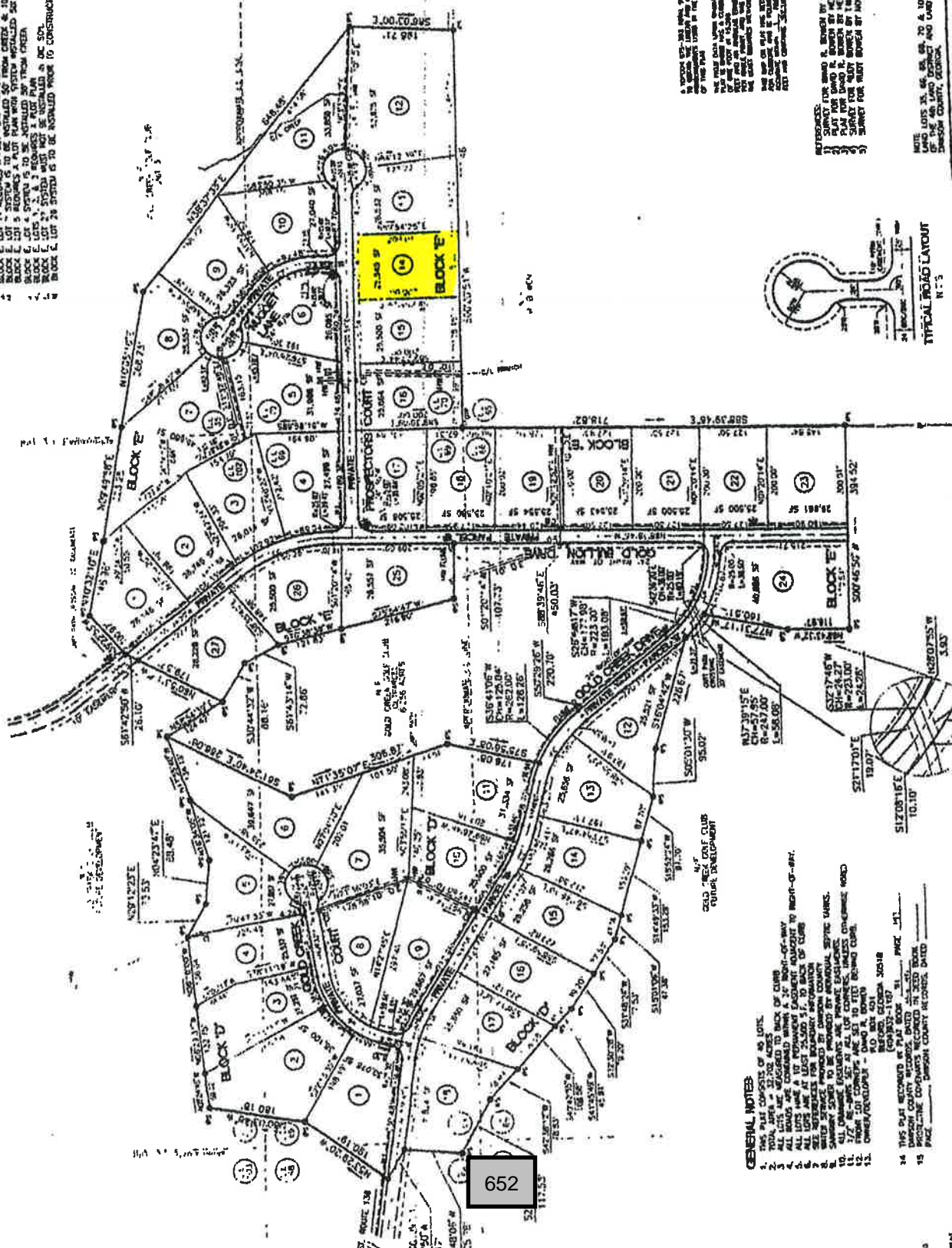
Initials:   
GAEDEB 0613  
GAEDEB0  
03/16/2015 01:29 PM PST



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SD/32 CO REC  
120.00 ENTY & FE  
X

1. TO BE INSTALLED AND SET AS SHOWN.
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18. ANY CURB OR SIDEWALKS TO BE INSTALLED SHALL BE 18" HIGH FROM FINISH GRADE.

GRADY McCloud  
 CIVIL ENGINEER  
 10-17-95  
 10-17-95  
 10-17-95



**GENERAL NOTES**

1. THIS PLAN CONSISTS OF 48 PAGES.
2. ALL LOTS ARE TO BE 1/4 ACRES.
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**CENTERLINE CURVE CHART**

| Curve No. | Stationing     | Radius (ft) | Chord (ft) | Delta (deg) | Offset (ft) |
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| 3         | 11+00 to 11+50 | 1000        | 100        | 18.0        | 10.0        |
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| 8         | 13+50 to 14+00 | 1000        | 100        | 18.0        | 10.0        |
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| 10        | 14+50 to 15+00 | 1000        | 100        | 18.0        | 10.0        |
| 11        | 15+00 to 15+50 | 1000        | 100        | 18.0        | 10.0        |
| 12        | 15+50 to 16+00 | 1000        | 100        | 18.0        | 10.0        |
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| 25        | 22+00 to 22+50 | 1000        | 100        | 18.0        | 10.0        |
| 26        | 22+50 to 23+00 | 1000        | 100        | 18.0        | 10.0        |
| 27        | 23+00 to 23+50 | 1000        | 100        | 18.0        | 10.0        |
| 28        | 23+50 to 24+00 | 1000        | 100        | 18.0        | 10.0        |
| 29        | 24+00 to 24+50 | 1000        | 100        | 18.0        | 10.0        |
| 30        | 24+50 to 25+00 | 1000        | 100        | 18.0        | 10.0        |
| 31        | 25+00 to 25+50 | 1000        | 100        | 18.0        | 10.0        |
| 32        | 25+50 to 26+00 | 1000        | 100        | 18.0        | 10.0        |

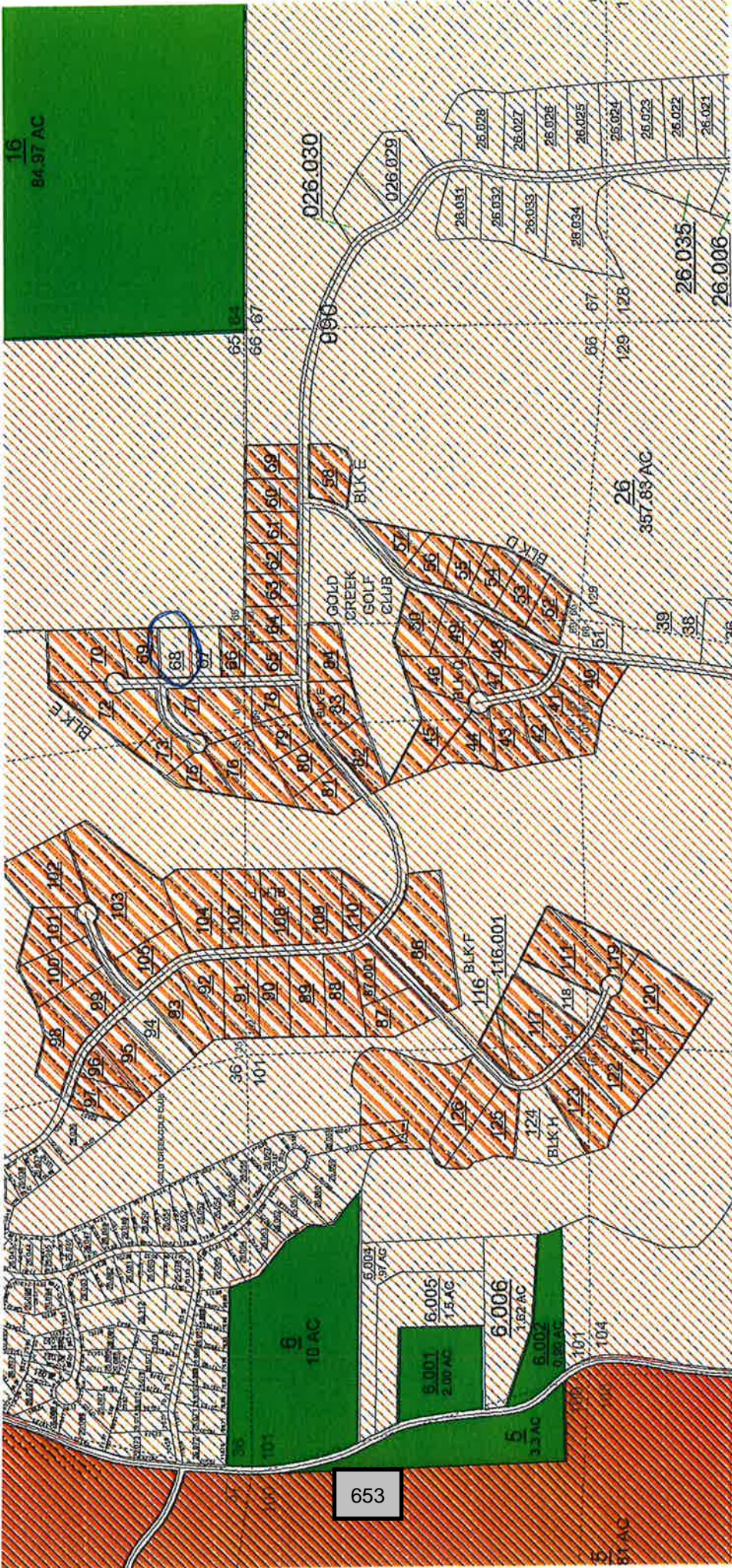
FINAL PLAN FOR  
**UNIT 2  
 GOLD CREEK GOLF CLUB  
 SUBDIVISION**  
 GRIFFIN LAND SURVEYING, I

DATE: 08/28/95  
 SCALE: 1" = 40'  
 SHEET NO. 1 OF 48  
 JOB NO. 95-0000

THIS PLAN IS A CORRECT  
 REVISION OF THE PLAN DATED  
 10-17-95 AND IS TO BE CONSIDERED  
 THE FINAL PLAN FOR THE  
 SUBDIVISION OF THE LAND.

1. SURVEY FOR THE GOLD CREEK GOLF CLUB, UNIT 2, SUBDIVISION, GRADY McCloud, CIVIL ENGINEER, DATED 10-17-95.
2. SURVEY FOR THE GOLD CREEK GOLF CLUB, UNIT 2, SUBDIVISION, GRADY McCloud, CIVIL ENGINEER, DATED 10-17-95.
3. SURVEY FOR THE GOLD CREEK GOLF CLUB, UNIT 2, SUBDIVISION, GRADY McCloud, CIVIL ENGINEER, DATED 10-17-95.
4. SURVEY FOR THE GOLD CREEK GOLF CLUB, UNIT 2, SUBDIVISION, GRADY McCloud, CIVIL ENGINEER, DATED 10-17-95.
5. SURVEY FOR THE GOLD CREEK GOLF CLUB, UNIT 2, SUBDIVISION, GRADY McCloud, CIVIL ENGINEER, DATED 10-17-95.





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026.029

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26.035

26.006

GOLD CREEK GOLF CLUB

BLK E

BLK E

BLK D

BLK F

BLK H

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10 AC

6.001  
2.00 AC

6.006  
1.87 AC

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3.3 AC

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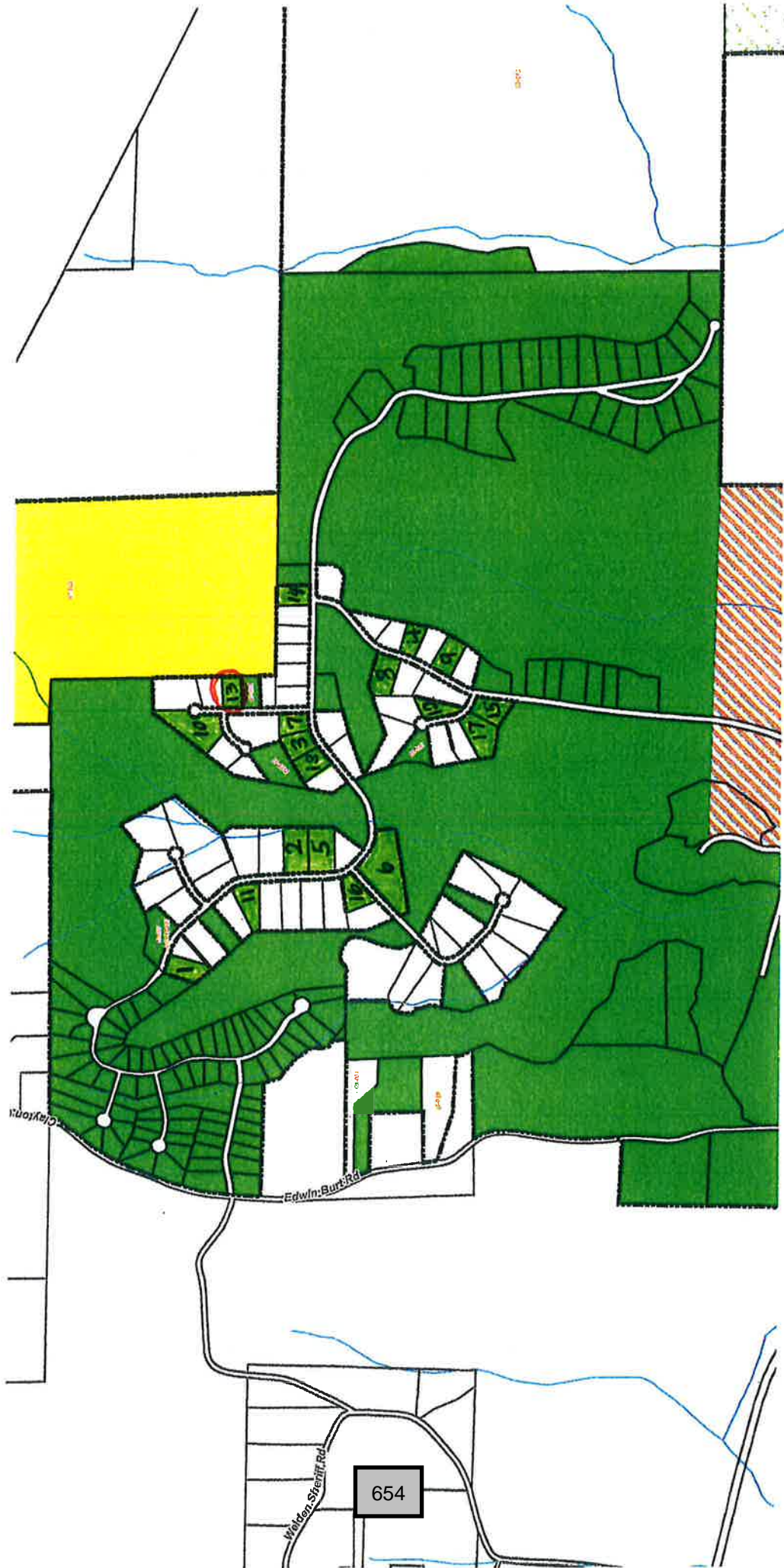
345

346

347



13 Schilling  
TMP 090 068





**Legend**  
 Parcels  
 Roads

|                        |             |                         |   |                     |              |               |             |
|------------------------|-------------|-------------------------|---|---------------------|--------------|---------------|-------------|
| <b>Parcel ID</b>       | 090 068     | <b>Owner</b>            | SCHILLING DARREL D &<br>LINDA SCHILLING | <b>Last 2 Sales</b> |              |               |             |
| <b>Class Code</b>      | Residential |                         |   | <b>Date</b>         | <b>Price</b> | <b>Reason</b> | <b>Qual</b> |
| <b>Taxing District</b> | DAWSONVILLE |                         | 104 PROSPECTORS CT                      | 8/13/1999           | \$52800      | IM            | U           |
|                        | DAWSONVILLE |                         | DAWSONVILLE GA 30534                    | 10/30/1997          | \$1          | LM            | Q           |
| <b>Acres</b>           | n/a         | <b>Physical Address</b> | 104 PROSPECTORS COURT                   |                     |              |               |             |
|                        |             | <b>Assessed Value</b>   | Value \$270672                          |                     |              |               |             |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
 Last Data Uploaded: 2/20/2017 3:09:28 PM

 Developed by  
 The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Sherman Day: ANX# C8-00022

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Sherman Day. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Casey Majewski", is written over a blue horizontal line.

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # CB-00022

**Please Print Clearly**

Applicant Name(s): Sherman R & Afton J DAY

Applicant Mailing Address: 7 Gold Bullion Dr E

City: Dawsonville State: GA Zip: 30534

Applicant Telephone Number(s): 706-429-0017 ; 706 429 8319

Property Owner's Name(s): Same

Property Owner's Mailing Address: Same

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner's Telephone Number(s): Same

Address of Property to be Annexed: 7 Gold Bullion Dr E Dawsonville VACANT LOT

Tax Map & Parcel # 09060 Property Size in Acres: .1A Survey Recorded in Plat Book # 31 Page # 247

Land Lot # 22 District # 13 Section # 1 Legal Recorded in Deed Book # 259 Page # 343-344

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD / R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

An 8 ½ x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.

A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.

Survey **must** be signed and sealed by a Registered Land Surveyor.

Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.**

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: 1; VACANT  
 Number of persons 18 years or older: 1; Number of persons registered to vote: 1
3. The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 White, not of Hispanic Origin  VACANT

**Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.**

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
7 Gold Bull Run E Dawsonville GA 30534
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the Same
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as \_\_\_\_\_ (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

|     |  |   |
|-----|--|---|
| (1) | <u>Sherman R Day</u><br>Property Owner Signature | <u>Sherman R Day</u><br>Property Owner Printed Name |
| (2) | _____<br>Property Owner Signature                | _____<br>Property Owner Printed Name                |
| (1) | <u>Sherman R Day</u><br>Applicant Signature      | <u>Sherman R Day</u><br>Applicant Printed Name      |
| (2) | _____<br>Applicant Signature                     | _____<br>Applicant Printed Name                     |

Sworn to and subscribed before me  
 this 5 day of February 2017.  
Christy Leavers  
 Notary Public, State of Georgia

My Commission Expires: 10-28-17

Notary Seal

|   |  |       |                                       |       |                         |       |                   |       |  |
|---|--|-------|---------------------------------------|-------|-------------------------|-------|-------------------|-------|--|
| Annexation Application Received Date Stamp:                 | <table border="0"> <tr><td>Rec'd</td><td>Completed Application with Signatures</td></tr> <tr><td>Rec'd</td><td>Current Boundary Survey</td></tr> <tr><td>Rec'd</td><td>Legal Description</td></tr> <tr><td>Rec'd</td><td>JAN 3 1 2018 ARC Population Estimate Information</td></tr> </table> | Rec'd | Completed Application with Signatures | Rec'd | Current Boundary Survey | Rec'd | Legal Description | Rec'd | JAN 3 1 2018 ARC Population Estimate Information |
| Rec'd   | Completed Application with Signatures  |       |                                       |       |                         |       |                   |       |  |
| Rec'd   | Current Boundary Survey  |       |                                       |       |                         |       |                   |       |  |
| Rec'd   | Legal Description  |       |                                       |       |                         |       |                   |       |  |
| Rec'd   | JAN 3 1 2018 ARC Population Estimate Information   |       |                                       |       |                         |       |                   |       |  |
| Planning Commission Meeting Date (if rezone):               | <u>3/5/18</u>  |       |                                       |       |                         |       |                   |       |  |
| Dates Advertised:   | _____  |       |                                       |       |                         |       |                   |       |  |
| 1 <sup>st</sup> City Council Reading Date:                  | <u>3/19/18</u>   |       |                                       |       |                         |       |                   |       |  |
| 2 <sup>nd</sup> City Council Reading Date:                  | <u>2/4/18</u> Approved: YES NO   |       |                                       |       |                         |       |                   |       |  |
| Date Certified Mail to:                                     | <u>2/2/18</u> County Board of Commissioners & Chairman <u>2/2/18</u> County Manager <u>2/2/18</u> County Attorney  |       |                                       |       |                         |       |                   |       |  |
| <input type="checkbox"/> Letter Received from Dawson County | Date: _____  |       |                                       |       |                         |       |                   |       |  |

RETURN TO: ANGELA GRANT CLARK  
450 C. NORTH GROVE STREET  
DAHLONEGA, GA 30533

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD

AT 8:30 A M 1/13/98  
Recorded In Deed Book 257 Page 343-344  
13 day of January 19 98  
Bobby McCord, CLERK

**SURVIVORSHIP WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF DAWSON

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 258.00  
DATE January 13, 1998  
Bobby McCord, CLERK

THIS INDENTURE, made this 13th day of January in the Year of Our Lord One Thousand Nine Hundred and Ninety Eight between North Georgia Properties & Contractors, Inc., a corporation organized and existing under the laws of the State of Georgia of the First Part, and Sherman R. Day and Afton J. Day of the State of Georgia and County of Dawson of the Second Part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargains, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part as tenants in common, for and during their joint lives, and , upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE THERETO.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID party of the first part, for its successors and assigns, will warranty and forever defend the right and title to the above described property, unto the said parties of the second part, as hereinabove provided, against the claims of all person whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set hand and seal, this 9th day of January, 1998

Signed, sealed and delivered  
in the presence of:  
Angela G. Clark  
Unofficial Witness

As to North Georgia Properties & Contractors, Inc.

By: [Signature]  
Name: Charles C. Foster, IV  
Title: CEO

Angela G. Clark  
Notary Public  
State of Georgia  
MY COMMISSION EXPIRES OCT. 11, 1999

(Affix Corporate Seal)



## EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66, 13TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING MORE FULLY DESCRIBED AS LOT 22, BLOCK E, UNIT 2, GOLD CREEK GOLF CLUB SUBDIVISION BY A PLAT OF SURVEY AS RECORDED IN PLAT BOOK 31, PAGE 247, DAWSON COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED FOR A MORE COMPLETE DESCRIPTION OF THE SUBJECT PROPERTY.

THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN DEED BOOK 205, PAGE 484, DAWSON COUNTY RECORDS, AS AMENDED AND RECORDED IN DEED BOOK 209, PAGE 137, AFORESAID RECORDS AND IN DEED BOOK 213, PAGE 34, AFORESAID RECORDS.

THIS CONVEYANCE IS MADE SUBJECT TO EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

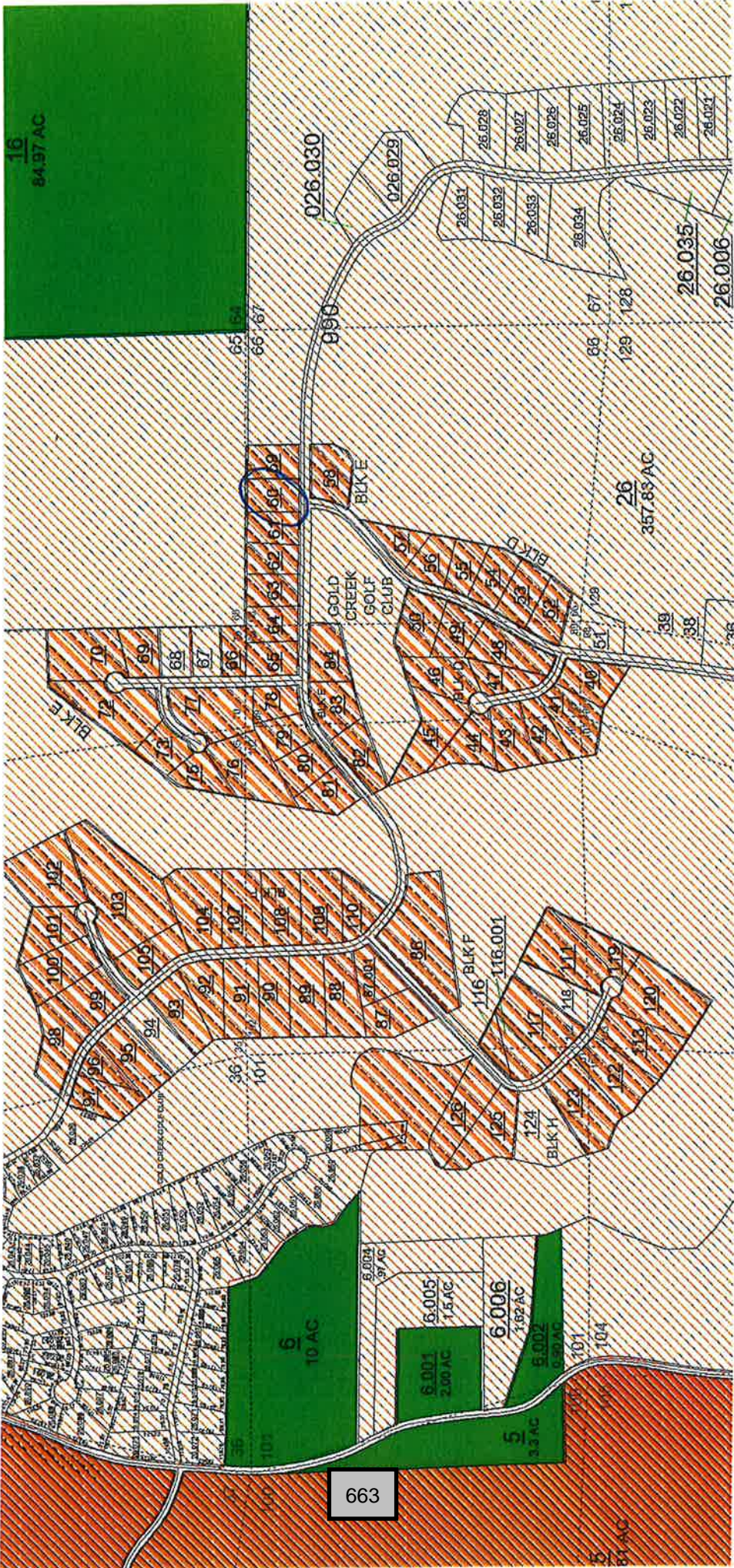
THIS CONVEYANCE IS MADE SUBJECT TO ANY EASEMENTS OF RECORDS OR EASEMENTS LOCATED ON THE PROPERTY ABOVE DESCRIBED.

98re-108



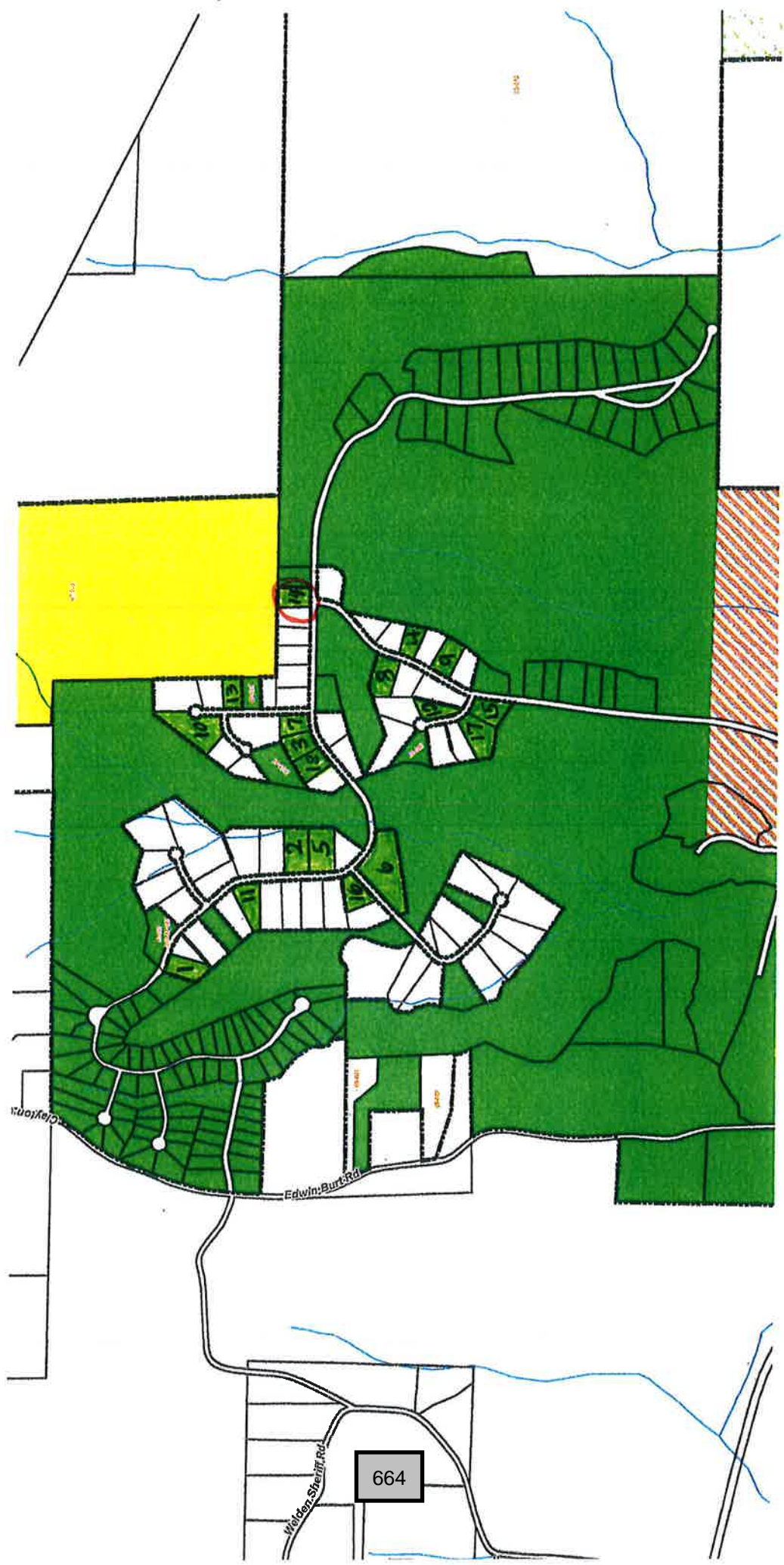








14 Day  
TMP D90 060







**Legend**  
 Parcels  
 Roads

|                        |                |                         |                         |                     |              |               |             |
|------------------------|----------------|-------------------------|-------------------------|---------------------|--------------|---------------|-------------|
| <b>Parcel ID</b>       | 090 060        | <b>Owner</b>            | DAY SHERMAN R & AFTON J | <b>Last 2 Sales</b> |              |               |             |
| <b>Class Code</b>      | Residential    |                         | 7 GOLD BULLION DRIVE    | <b>Date</b>         | <b>Price</b> | <b>Reason</b> | <b>Qual</b> |
| <b>Taxing District</b> | UNINCORPORATED |                         | DAWSONVILLE GA 30534    | 1/13/1998           | \$268800     | FM            | Q           |
|                        | UNINCORPORATED | <b>Physical Address</b> | 7 GOLD BULLION DRE      | 10/16/1996          | \$45000      | LM            | Q           |
| <b>Acres</b>           | n/a            | <b>Assessed Value</b>   | Value \$265017          |                     |              |               |             |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
 Last Data Uploaded: 2/20/2017 3:09:28 PM

 Developed by  
 The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Lawrence Kulish: ANX# C8-00023

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Lawrence Kulish. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Annexation # CR 00023

**Please Print Clearly**

Applicant Name(s): Lawrence F Kulish, MD

Applicant Mailing Address: 663 Gold Creek Drive

City: Dawsonville State: GA Zip: 30534

Applicant Telephone Number(s): 706 265 3975

Property Owner's Name(s): Lawrence F Kulish, MD

Property Owner's Mailing Address: 663 Gold Creek Drive

City: Dawsonville State: GA Zip: 30534

Property Owner's Telephone Number(s): 706 265 3975

Address of Property to be Annexed: 663 Gold Creek Drive  VACANT LOT

Tax Map & Parcel # 090 040 Property Size in Acres: 1.1 Survey Recorded in Plat Book # 31 Page # 247

Land Lot # 68 and 69 District # 4 Section # \_\_\_\_\_ Legal Recorded in Deed Book # 282 Page # 507-508

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD / R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: 2;  VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2

3. The number of all residents occupying the property:

|   |   |
|---|---|
| <input type="checkbox"/> American Indian                          | <input type="checkbox"/> Alaskan Native   |
| <input type="checkbox"/> Asian                                    | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Black, not of Hispanic Origin            | <input type="checkbox"/> Hispanic         |
| <input checked="" type="checkbox"/> White, not of Hispanic Origin | <input type="checkbox"/> VACANT           |

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: 1

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
663 Gold Creek Drive

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
stay the same

D. Names of affected Subdivision: Gold Creek

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as Lawrence F. Kulish (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

|     |  |   |
|-----|--|---|
| (1) | <u>Lawrence F. Kulish, m</u><br>Property Owner Signature | <u>Lawrence F. Kulish, m</u><br>Property Owner Printed Name |
| (2) | _____<br>Property Owner Signature                        | _____<br>Property Owner Printed Name                        |
| (1) | <u>Lawrence F. Kulish, m</u><br>Applicant Signature      | <u>Lawrence F. Kulish, m</u><br>Applicant Printed Name      |
| (2) | _____<br>Applicant Signature                             | _____<br>Applicant Printed Name                             |

Sworn to and subscribed before me  
 this 29 day of January 2017  
Christy Secours  
 Notary Public, State of Georgia  
 My Commission Expires: 10-28-17

Notary Seal

Annexation Application Received Date Stamp:  Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd \_\_\_\_\_ Legal Description  
 Rec'd \_\_\_\_\_ ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 3/5/18  
 Dates Advertised: \_\_\_\_\_  
 1<sup>st</sup> City Council Reading Date: 3/19/18  
 2<sup>nd</sup> City Council Reading Date: 4/9/18 Approved: YES NO  
 Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney  
 Letter Received from Dawson County Date: \_\_\_\_\_

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 1:00 P.M. 9/14/98  
Recorded in Deed Book 283 Page 507-508  
This 15 day of September 1998  
Becky McCord, CLERK

After Recording return to:  
North Georgia Title, Inc.  
5983 Highway 63, East  
Suite 100  
Dawsonville, Georgia 30534

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 315.90  
DATE 9/15/98  
Becky McCord  
BECKY MCCORD, CLERK  
SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA

DAWSON COUNTY

THIS INDENTURE made this 31st day of August, 1998 between

Stick Builders, Inc.

hereinafter called "Grantor's", and

Lawrence Kulish

Hereinafter called "Grantee/s" (the words "Grantor/s" and "Grantee/s" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor/s, for and in consideration of TEN DOLLARS and other good and valuable considerations---(\$10.00)--- receipt of which is hereby acknowledged has/have granted, sold, transferred and conveyed, and by these presents does/do grant, sell, transfer and convey unto Grantee:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

This conveyance is made subject to all covenants, easements and restrictions of record.

TO HAVE AND TO HOLD, in fee simple. And Grantor/s will warrant and forever defend the right and title to said premises unto Grantee/s against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor's/s' hand and seal have been hereunto affixed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Lawrence Kulish  
WITNESS

Stick Builders, Inc.

BY: Reiner Retig, v.p.  
Reiner Retig (Title)



(Affix Corporate Seal)



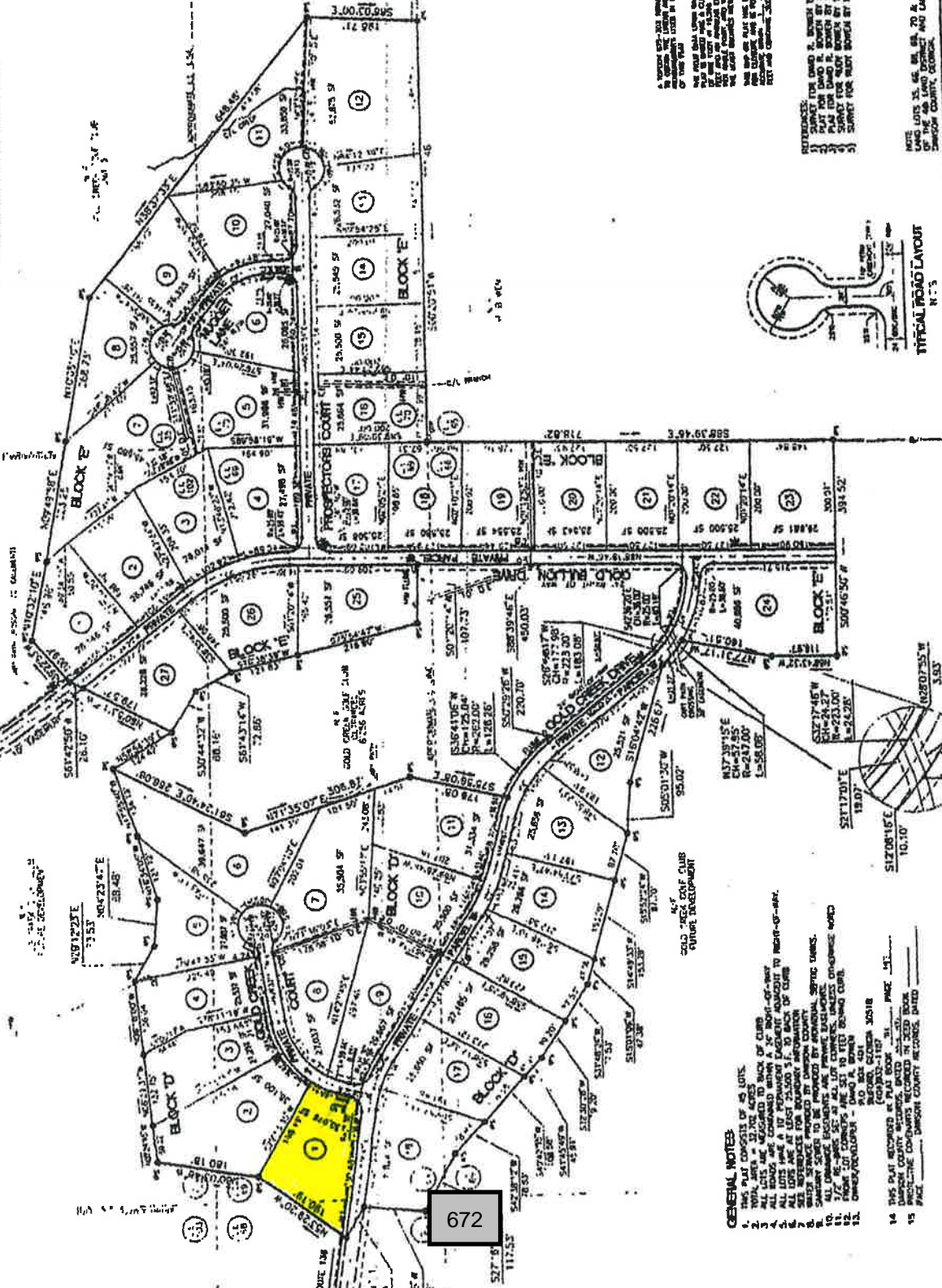
## EXHIBIT "A"

## LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 68 AND 69, 4TH District, Dawson County, Georgia, being Lot 1, Block D, Gold Creek Gold Club Subdivision, according to the plat thereof as recorded in Plat Book 31, Page 247, Dawson County, Georgia records, which plat is incorporated herein and made a part hereof by this reference.



- 1. THIS PLAN IS A PRELIMINARY PLAN.
- 2. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 3. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 4. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 5. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 6. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 7. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 8. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 9. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 10. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 11. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 12. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 13. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 14. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 15. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 16. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 17. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 18. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 19. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 20. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.



GRAND TRUNK COUNTY  
CLERK'S OFFICE, SOUTHWEST CORNER  
PLAZA FOUR FLOOR

2-11-95  
RECORDED IN PLAT BOOK 31 PAGE 672  
FILED IN GRIFIN SUBD. 1-1-95

John J. MacLeod  
CLERK



IN ANY CONVEYANCE, THE BUYER IS A CONTRACTOR  
AND THE LAND IS TO BE CONVEYED TO HIM  
WITH THE NECESSARY EASEMENTS AND  
RESTRICTIONS OF THE LAW.

1. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.

- 1. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 2. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 3. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 4. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
- 5. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.

UNIT 2  
GOLD CREEK GOLF CLUB  
SUBDIVISION

GRIFIN LAND SURVEYING, I

|        |             |             |                      |
|--------|-------------|-------------|----------------------|
| DATE   | 02/28/95    | SCALE       | 1"=100'              |
| COUNTY | GRAND TRUNK | CREATED BY  | J. J. MacLeod        |
| BOOK   | 31          | PAGE        | 672                  |
| CITY   | GRAND TRUNK | CITY NUMBER | 00000000000000000000 |



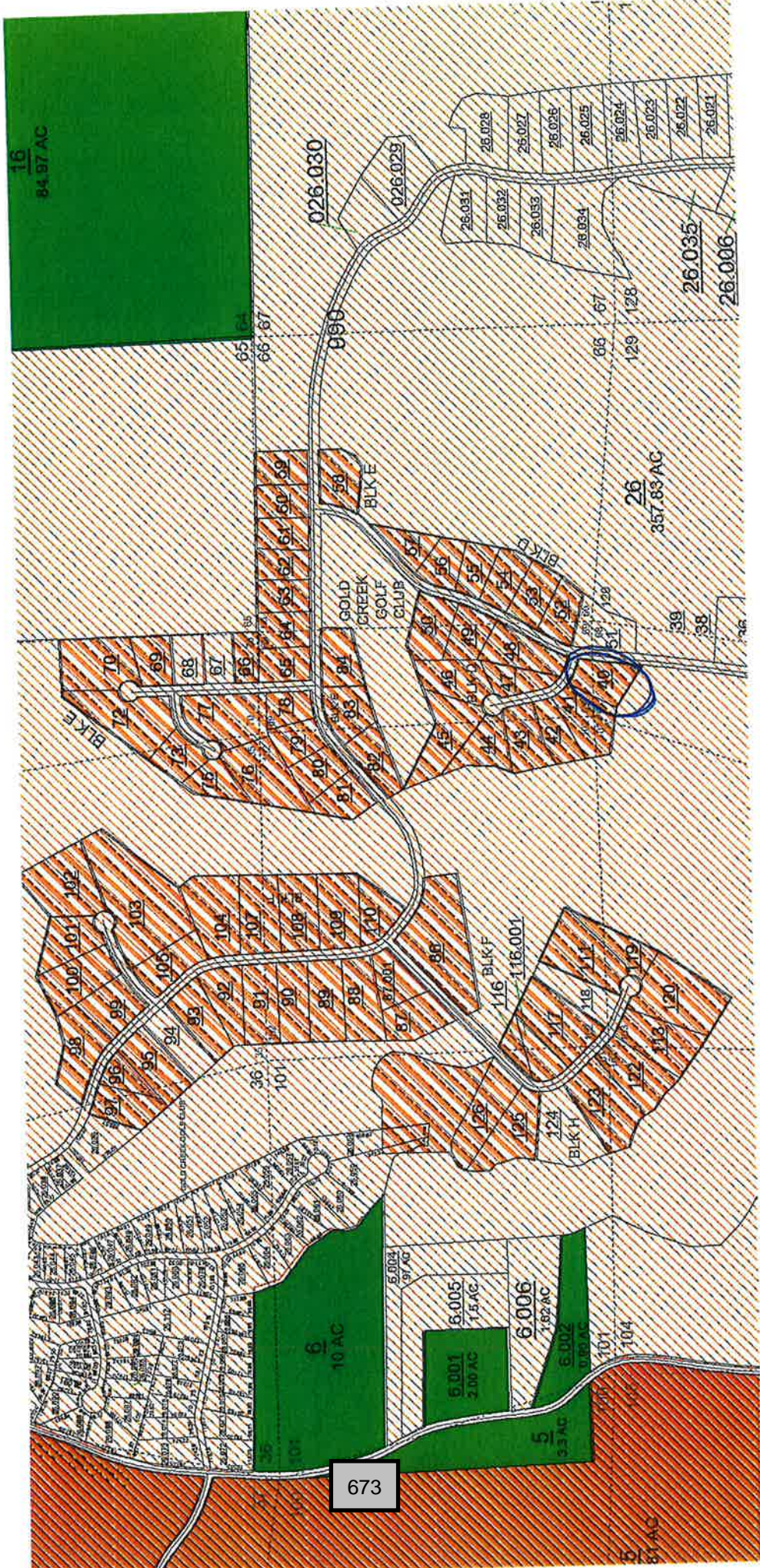
- GENERAL NOTES:
1. THIS PLAN CONSISTS OF 45 LOTS.
  2. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
  3. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
  4. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
  5. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
  6. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
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  8. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
  9. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
  10. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
  11. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
  12. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.
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  20. THE LOTS ARE TO BE SUBDIVIDED AND CONVEYED TO THE STATE OF MICHIGAN.

CENTERLINE CURVE CHART

| STATION | CHORD BEARING   | CHORD DISTANCE | CHORD BEARING   | CHORD DISTANCE | CHORD BEARING   | CHORD DISTANCE |
|---------|-----------------|----------------|-----------------|----------------|-----------------|----------------|
| 1+00.00 | N 89° 00' 00" W | 100.00         | S 89° 00' 00" E | 100.00         | N 89° 00' 00" W | 100.00         |
| 1+10.00 | N 89° 00' 00" W | 110.00         | S 89° 00' 00" E | 110.00         | N 89° 00' 00" W | 110.00         |
| 1+20.00 | N 89° 00' 00" W | 120.00         | S 89° 00' 00" E | 120.00         | N 89° 00' 00" W | 120.00         |
| 1+30.00 | N 89° 00' 00" W | 130.00         | S 89° 00' 00" E | 130.00         | N 89° 00' 00" W | 130.00         |
| 1+40.00 | N 89° 00' 00" W | 140.00         | S 89° 00' 00" E | 140.00         | N 89° 00' 00" W | 140.00         |
| 1+50.00 | N 89° 00' 00" W | 150.00         | S 89° 00' 00" E | 150.00         | N 89° 00' 00" W | 150.00         |
| 1+60.00 | N 89° 00' 00" W | 160.00         | S 89° 00' 00" E | 160.00         | N 89° 00' 00" W | 160.00         |
| 1+70.00 | N 89° 00' 00" W | 170.00         | S 89° 00' 00" E | 170.00         | N 89° 00' 00" W | 170.00         |
| 1+80.00 | N 89° 00' 00" W | 180.00         | S 89° 00' 00" E | 180.00         | N 89° 00' 00" W | 180.00         |
| 1+90.00 | N 89° 00' 00" W | 190.00         | S 89° 00' 00" E | 190.00         | N 89° 00' 00" W | 190.00         |
| 2+00.00 | N 89° 00' 00" W | 200.00         | S 89° 00' 00" E | 200.00         | N 89° 00' 00" W | 200.00         |
| 2+10.00 | N 89° 00' 00" W | 210.00         | S 89° 00' 00" E | 210.00         | N 89° 00' 00" W | 210.00         |
| 2+20.00 | N 89° 00' 00" W | 220.00         | S 89° 00' 00" E | 220.00         | N 89° 00' 00" W | 220.00         |
| 2+30.00 | N 89° 00' 00" W | 230.00         | S 89° 00' 00" E | 230.00         | N 89° 00' 00" W | 230.00         |
| 2+40.00 | N 89° 00' 00" W | 240.00         | S 89° 00' 00" E | 240.00         | N 89° 00' 00" W | 240.00         |
| 2+50.00 | N 89° 00' 00" W | 250.00         | S 89° 00' 00" E | 250.00         | N 89° 00' 00" W | 250.00         |
| 2+60.00 | N 89° 00' 00" W | 260.00         | S 89° 00' 00" E | 260.00         | N 89° 00' 00" W | 260.00         |
| 2+70.00 | N 89° 00' 00" W | 270.00         | S 89° 00' 00" E | 270.00         | N 89° 00' 00" W | 270.00         |
| 2+80.00 | N 89° 00' 00" W | 280.00         | S 89° 00' 00" E | 280.00         | N 89° 00' 00" W | 280.00         |
| 2+90.00 | N 89° 00' 00" W | 290.00         | S 89° 00' 00" E | 290.00         | N 89° 00' 00" W | 290.00         |
| 3+00.00 | N 89° 00' 00" W | 300.00         | S 89° 00' 00" E | 300.00         | N 89° 00' 00" W | 300.00         |

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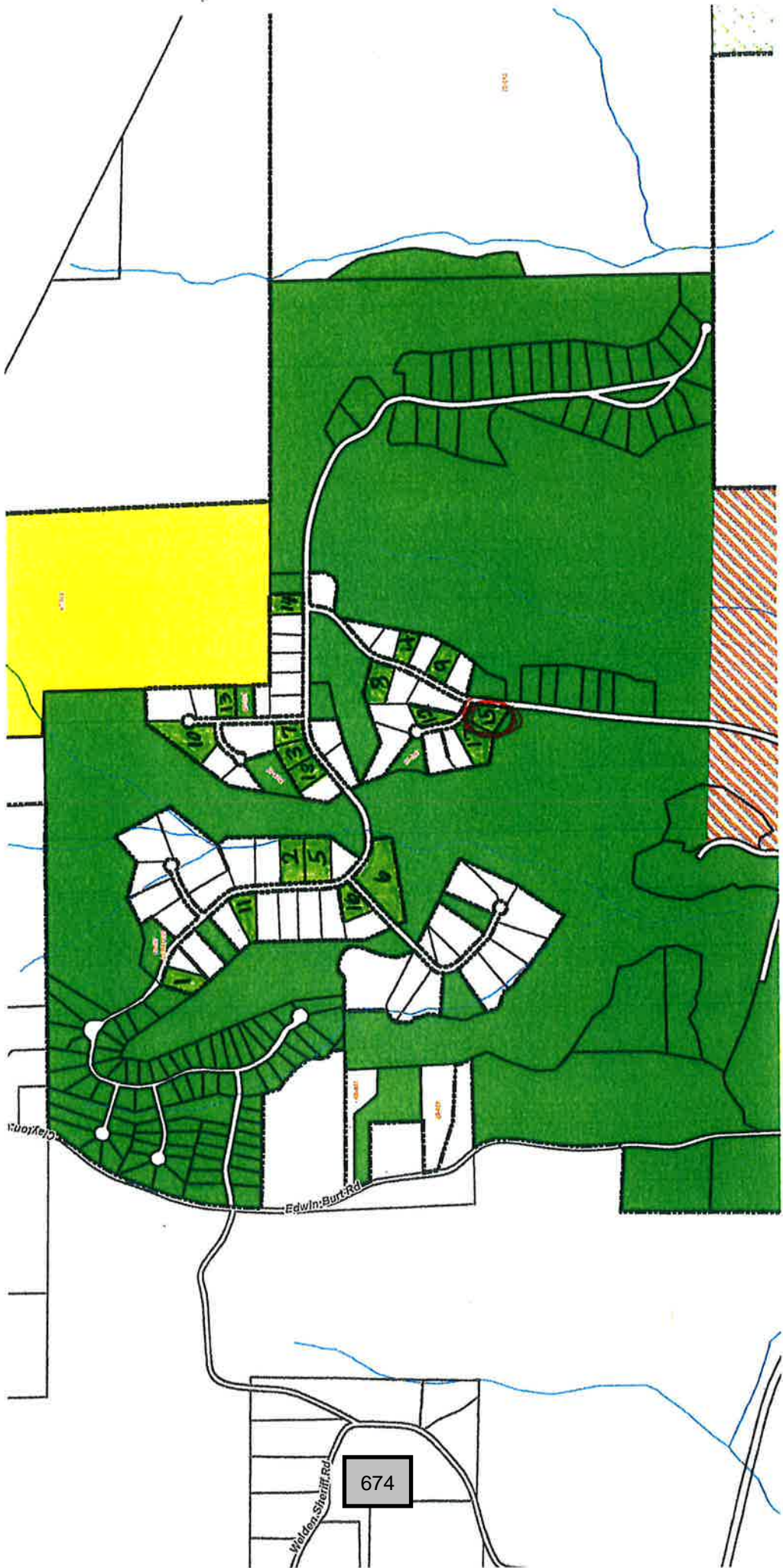






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TMP 090 040





415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of John & Marie Luranc: ANX# C8-00024

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of John & Marie Luranc. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # C8-00024

**Please Print Clearly**

Applicant Name(s): JOHN/MARIE LURANC  
 Applicant Mailing Address: 355 GOLD BULLION DRIVE WEST  
 City: DAWSONVILLE State: GA Zip: 30534  
 Applicant Telephone Number(s): 706-265-7262

Property Owner's Name(s): JOHN AND MARIE A. LURANC  
 Property Owner's Mailing Address: 355 GOLD BULLION DRIVE WEST  
 City: DAWSONVILLE State: GA Zip: 30534  
 Property Owner's Telephone Number(s): 706-265-7262

Address of Property to be Annexed: 355 GOLDBULLION DRIVE WEST  VACANT LOT  
 Tax Map & Parcel # 090087 Property Size in Acres: -1 Survey Recorded in Plat Book # 31 Page # 173  
 Land Lot # 090087 District # 4 Section # 1 Legal Recorded in Deed Book # 356 Page # 17-18  
 Current Use of Property: RESIDENTIAL  
 County Zoning Classification: RPC City Zoning Classification: PUD/R2

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:  
 Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256 [ga.gov](http://www.dawsonvillega.gov)

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: 2;  VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2
3. The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
355 GOLD BULLION DRIVE WEST
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
STAY THE SAME
- D. Names of affected Subdivision: GOLD CREEK
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone (706) 265-3256

**Annexation Petition  
 Zoning Amendment Application  
 into the  
 City of Dawsonville, GA**

Request # ZA- Property Owner(s) Authorization Date: \_\_\_\_\_

Applicant Name(s): John + MARIE LURANC  
 I / We the undersigned, being the owner(s) of real property of the territory described herein as  
 Address: 355 Cold Bullion Dr. West (Address/Tax Map Parcel), Zip: \_\_\_\_\_

request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the  
 City and extend the City boundaries to include the same. Date: \_\_\_\_\_

Upon signature of this document, I / We the undersigned certify that all the information provided is true  
 and accurate to the best of our knowledge.

|     |  |   |
|-----|--|---|
| (1) | <u>John Luranc</u><br>Property Owner Signature     | <u>JOHN LURANC</u><br>Property Owner Printed Name     |
| (2) | <u>Marie A. Luranc</u><br>Property Owner Signature | <u>MARIE A. LURANC</u><br>Property Owner Printed Name |
| (1) | <u>John Luranc</u><br>Applicant Signature          | <u>JOHN LURANC</u><br>Applicant Printed Name          |
| (2) | <u>Marie A. Luranc</u><br>Applicant Signature      | <u>MARIE A. LURANC</u><br>Applicant Printed Name      |

Sworn to and subscribed before me  
 this 1 day of February 2017  
Christy Lewis  
 Notary Public, State of Georgia  
 My Commission Expires: 10-28-17

Notary Seal

|  |   |
|--|---|
| Annexation Application Received Date Stamp:  | Rec'd _____ Completed Application with Signatures |
|  | Rec'd _____ Current Boundary Survey               |
|  | Rec'd _____ Legal Description                     |
|  | Rec'd _____ ARC Population Estimate Information   |
| Planning Commission Meeting Date (if rezone): <u>3/5/18</u>  |   |
| Office Use Only<br>Dates Advertised: _____   |   |
| 1st City Council Reading Date: <u>3/16/18</u>  | Approved: YES NO                                  |
| 2nd City Council Reading Date: <u>4/9/18</u>   |   |
| Date Certified Mail to: <u>2/21/18</u> County Board of Commissioners & Chairman <u>2/21/18</u> County Manager <u>2/21/18</u> County Attorney |   |
| <input type="checkbox"/> Letter Received from Dawson County  | Date: _____                                       |

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 0  
DATE 9/27/2000  
Becky McConde  
BECKY McCONDE, CLERK  
SUPERIOR COURT

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 2:45P M 9/27/2000  
Recorded in Deed Book 356 Page 17-18  
This 27 day of September 2000  
Sub. McConde CLERK

STATE OF GEORGIA  
COUNTY OF DAWSON

Return:  
MICHAEL R. FUNDERSBURK, ESQ.  
4350 South Lee Street  
Buford, GA 30518  
(770) 271-2991

C O R R E C T I V E  
WARRANTY DEED

THIS INDENTURE, Made this 14th day of September, 2000, between GOLD CREEK DEVELOPMENT ASSOCIATES, LLC, a Georgia limited liability company, as party or parties of the first part, hereinafter called Grantor,

AND

MARIE A. LURANC AND JOHN LURANC, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE MARIE A. LURANC QUALIFIED PERSONAL RESIDENCE TRUST, DATED APRIL 14, 2000 (HEREINAFTER CALLED THE "TRUSTEE", ALSO BEING A "GRANTEE" HEREIN), A ONE-HALF (1/2) UNDIVIDED INTEREST, \*AND \* JOHN LURANC AND MARIE A. LURANC, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE JOHN LURANC QUALIFIED PERSONAL RESIDENCE TRUST, DATED APRIL 14, 2000 (HEREINAFTER CALLED THE "TRUSTEE", ALSO BEING A "GRANTEE" HEREIN), A ONE-HALF (1/2) UNDIVIDED INTEREST, as party or parties of the second part, hereinafter called Grantee;

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 102 of the 4th District and 1st Section of Dawson County, Georgia and being Lot 3B, Block F, Unit 3 of Gold Creek Golf Club as shown on a plat recorded in Plat Book 49, Page 83, Dawson County, Georgia Records. Said plat is incorporated herein and made a part hereof by reference.

This Property is conveyed subject to the restrictions, reservations, covenants and conditions contained in that certain instrument recorded on September 22, 1995 in Deed Book 205, Page 484, Dawson County, Georgia Records.

THIS CORRECTIVE WARRANTY DEED IS GIVEN TO CORRECT that certain Warranty Deed filed on August 28, 2000 and recorded in Deed Book

353, Page 1, Dawson County, Georgia Records, to correct the name of the Grantor, and to state capacity of individual executing on behalf of Grantor.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE. THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

GOLD CREEK DEVELOPMENT ASSOCIATES, LLC, a Georgia limited liability company

By: Tom French (SEAL)  
TOM FRENCH, pursuant to Power of Attorney recorded in Deed Book 313, Page 120, Dawson County, GA Records

Signed, sealed and delivered in the presence of:

[Signature]  
Witness  
Debra J. Drake  
Notary Public



DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 349.90  
DATE 8/28/2000  
Becky McLeod  
BECKY McLEOD, CLERK  
SUPERIOR COURT

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 11:55A M 8/28/2000  
Recorded in Deed Book 353 Page 1  
This 28 day of August 2000

Becky McLeod, CLERK

After recording return to:  
North Georgia Title, Inc.  
54 Lumpkin Campground Road South  
Suite 110  
Dawsonville, GA 30534

FOR Corrective LID  
See Deed Book 356 Page 17-18  
DAWSON COUNTY

WARRANTY DEED

STATE OF GEORGIA

THIS INDENTURE made this 22ND DAY OF AUGUST, 2000 between

GOLD CREEK DEVELOPMENT ASSOC., LLC

hereinafter called "Grantor's", and

MARIE A. LURANC AND JOHN LURANC, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE MARIE A. LURANC QUALIFIED PERSONAL RESIDENCE TRUST, DATED APRIL 14, 2000 (HEREINAFTER CALLED THE "TRUSTEE", ALSO BEING A "GRANTEE" HEREIN), A ONE-HALF (1/2) UNDIVIDED INTEREST, AND JOHN LURANC AND MARIE A. LURANC, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE JOHN LURANC QUALIFIED PERSONAL RESIDENCE TRUST, DATED APRIL 14, 2000 (HEREINAFTER CALLED THE "TRUSTEE", ALSO BEING A "GRANTEE" HEREIN), A ONE-HALF (1/2) UNDIVIDED INTEREST.

Hereinafter called "Grantee/s" (the words "Grantor/s" and "Grantee/s" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor/s, for and in consideration of TEN DOLLARS and other good and valuable considerations---(\$10.00)----receipt of which is hereby acknowledged has/have granted, sold, transferred and conveyed, and by these presents does/do grant, sell, transfer and convey an undivided interest unto Grantee(S):

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 102 OF THE 4<sup>TH</sup> DISTRICT AND 1<sup>ST</sup> SECTION OF DAWSON COUNTY, GEORGIA AND BEING LOT 3B, BLOCK F, UNIT 3 OF GOLD CREEK GOLF CLUB AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 49, PAGE 83, DAWSON COUNTY, GEORGIA RECORDS. SAID PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

THIS PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS CONTAINED IN THAT CERTAIN INSTRUMENT RECORDED ON SEPTEMBER 22, 1995, IN DEED BOOK 205, PAGE 484, DAWSON COUNTY, GEORGIA RECORDS.

TO HAVE AND TO HOLD, in fee simple. And Grantor/s will warrant and forever defend the right and title to said premises unto Grantee/s against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor's/s' hand and seal have been hereunto affixed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

GOLD CREEK DEVELOPMENT ASSOC., LLC

BY: Tom Fane

WITNESSE



LURANC, JOHN & MARIE 00-2329D



in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the County of DAWSON

[Name of Recording Jurisdiction]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 102 OF THE 4TH DISTRICT OF DAWSON COUNTY, GEORGIA, BEING LOTS 1 AND 2, BLOCK F, UNIT 3 OF GOLD CREEK GOLF CLUB SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 31, PAGE 301, AND REVISED IN PLAT BOOK 37, PAGE 173, OF DAWSON COUNTY DEED RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

Parcel ID Number:

090-086

which currently has the address of

21 GOLD LEAF TER

DAWSONVILLE

("Property Address"):

[Street]

[City] , Georgia 30534

[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

136391976

GEORGIA- Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

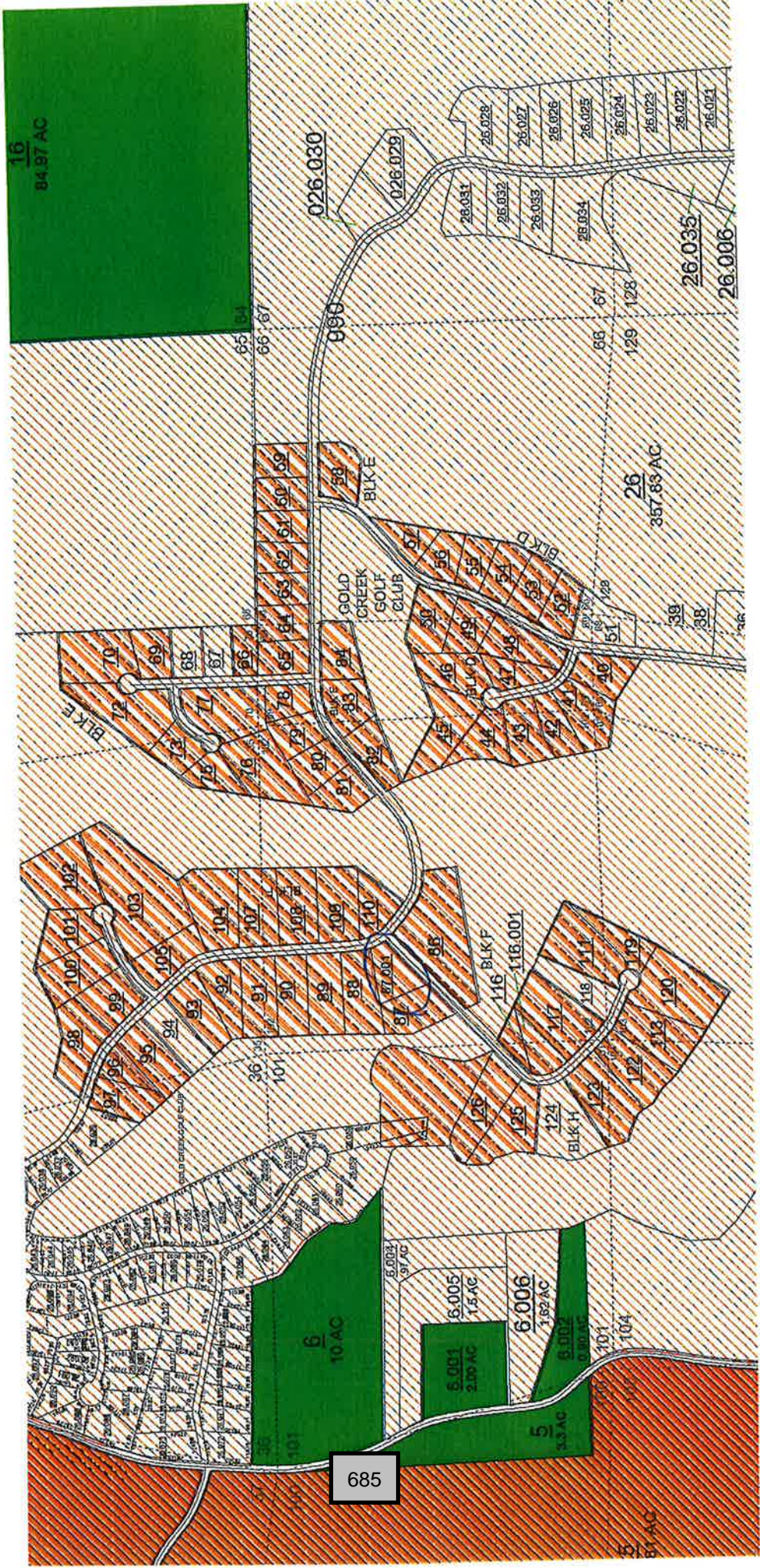
VMP 6A(GA) (1302).00 Form 3011 1/01

Page 3 of 14









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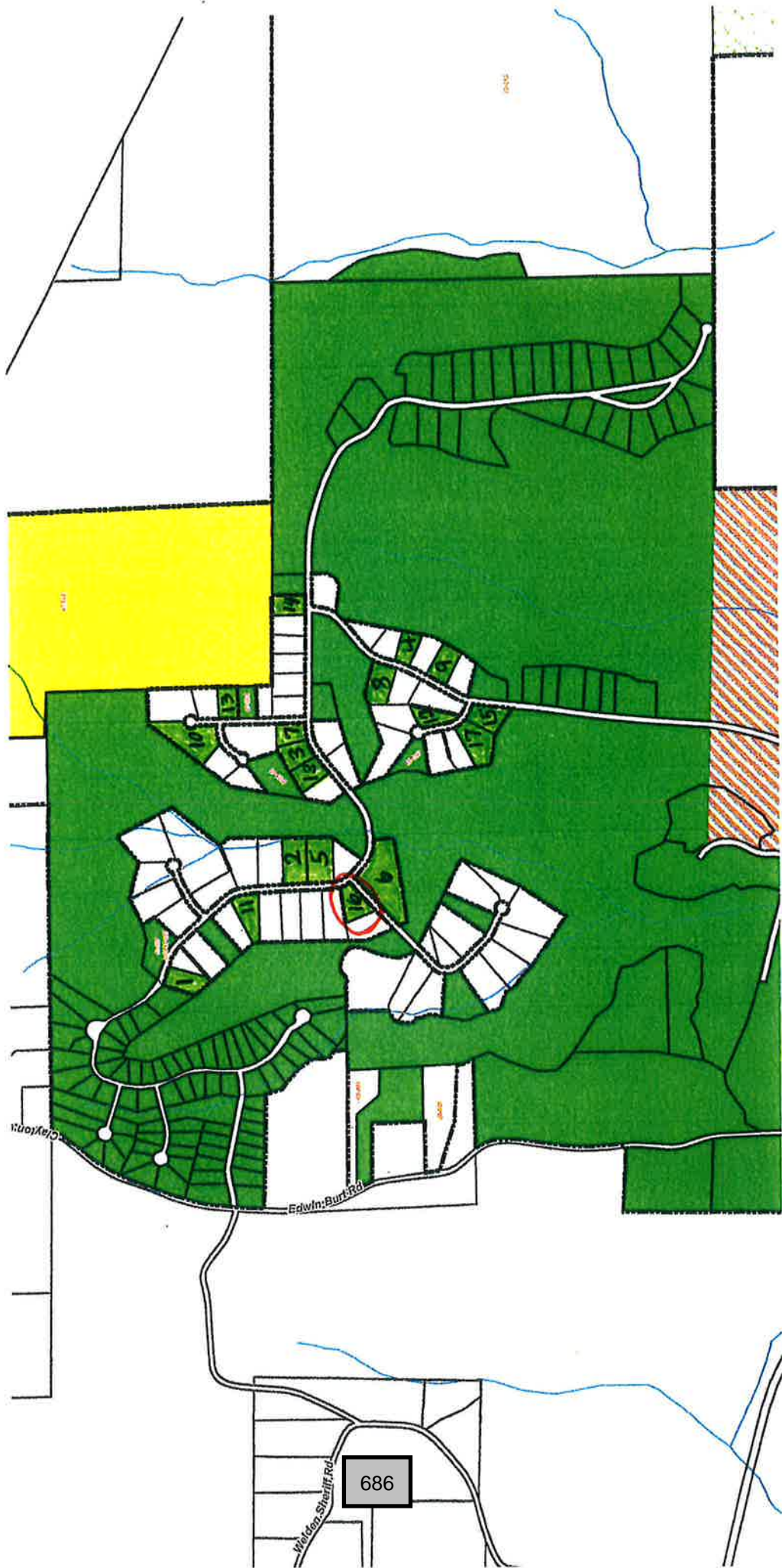
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TMP 090 087 001





Overview



Legend

- Parcels
- Roads

|                 |                |                  |                       |              |          |        |      |
|-----------------|----------------|------------------|-----------------------|--------------|----------|--------|------|
| Parcel ID       | 090 087 001    | Owner            | LURANC MARIE A & JOHN | Last 2 Sales |          |        |      |
| Class Code      | Residential    |                  | ETAL                  | Date         | Price    | Reason | Qual |
| Taxing District | UNINCORPORATED | Physical Address | 355 GOLD BULLION DR W | 9/14/2000    | \$0      | CD     | U    |
| Acres           | n/a            | Assessed Value   | DAWSONVILLE GA 30534  | 8/22/2000    | \$349900 | FM     | Q    |
|                 |                |                  | Value \$272826        |              |          |        |      |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
Last Data Uploaded: 2/20/2017 3:09:28 PM

Developed by  
The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Buster & Paula Roper: ANX# C8-00025

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Buster & Paula Roper. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # 08-00025

**Please Print Clearly**

Applicant Name(s): Buster Roper Paula Roper  
 Applicant Mailing Address: 15 Gold Creek Court  
 City: Dawsonville State: Ga Zip: 30534  
 Applicant Telephone Number(s): 770-842-0577

Property Owner's Name(s): Buster Roper Paula Roper  
 Property Owner's Mailing Address: 15 Gold Creek Court  
 City: Dawsonville State: Ga Zip: 30534  
 Property Owner's Telephone Number(s): 770-842-0577

Address of Property to be Annexed: 15 Gold Creek Ct  VACANT LOT  
 Tax Map & Parcel # 090041 Property Size in Acres: 1 Survey Recorded in Plat Book # 31 Page # 247  
 Land Lot # 69 + 102 District # 4th Section # 1st Legal Recorded in Deed Book # 01200 Page # 0054-0055  
 Current Use of Property: Home/Residence  
 County Zoning Classification: ~~RT~~ ~~RB~~ RPC City Zoning Classification: ~~RT~~ PUD/R.2

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:  
 Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

- Intended Use of Land: X Residential          Commercial  
         Existing Structure(s)          Vacant  
         Other (specify) \_\_\_\_\_
- Number of persons currently residing on the property: 2;  VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2
- The number of all residents occupying the property:  
         American Indian          Alaskan Native  
         Asian          Pacific Islander  
         Black, not of Hispanic Origin          Hispanic  
X White, not of Hispanic Origin          VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- Number of existing housing units: 1
- List of Addresses for each housing unit in the annexed area at the time of the annexation:  
n/a
- Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
to stay same
- Names of affected Subdivision: Gold Creek
- Name of affected Multi-Family Complex: n/a
- Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
n/a
- Names of affected Duplexes: n/a
- Names of Mobile Home Parks: n/a



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as 15 Gold Creek Ct 090041 (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1) Paula Roper  
 Property Owner Signature

(2) Paula Roper  
 Property Owner Signature

(1) Buster Roper  
 Applicant Signature

(2) Buster Roper  
 Applicant Signature

Paula Roper  
 Property Owner Printed Name

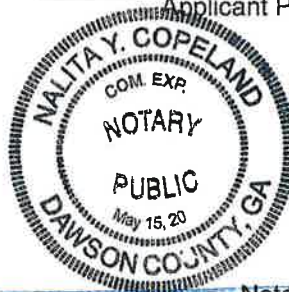
Paula Roper  
 Property Owner Printed Name

2/3/17 Buster Roper  
 Applicant Printed Name

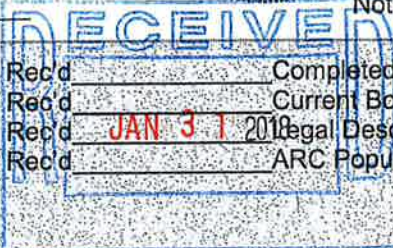
Buster Roper  
 Applicant Printed Name

Sworn to and subscribed before me  
 this 3<sup>rd</sup> day of February 2017.

Nalita Y. Copeland  
 Notary Public, State of Georgia



My Commission Expires: May 15, 2019 Notary Seal



Annexation Application Received Date Stamp: REC'D Completed Application with Signatures  
REC'D Current Boundary Survey  
REC'D JAN 31 2018 Legal Description  
REC'D ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 3/5/18

Dates Advertised: \_\_\_\_\_

1<sup>st</sup> City Council Reading Date: 3/19/18

2<sup>nd</sup> City Council Reading Date: 4/9/18 Approved: YES NO

Date Certified Mail to: 2/2/18 County Board of Commissioners & Chairman 2/2/18 County Manager 2/2/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_







Filed in Office: 06/28/2016 02:25PM  
Deed Doc: WD  
Blk 01200 Pg 0054-0055  
Georgia Transfer Tax Paid : \$310.00  
Justin Power Clerk of Court  
Dawson County  
0422016000826

**Record and Return to:**  
Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, 3500 Lenox Road, 4th Floor  
Atlanta, GA 30326

File No.: GA105-16-0197-RC

## LIMITED WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF GWINNETT

THIS INDENTURE, made this 17th day of June, 2016 by and between Jacek Tlalka, as party or parties of the first part, hereinafter called Grantor, and Buster Roper and Paula Judith Roper, as JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 69 AND 102 OF THE 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA, BEING LOT 2, BLOCK D, GOLD CREEK GOLF CLUB SUBDIVISION, UNIT 2, AS PER PLAT RECORDED IN PLAT BOOK 31, PAGE 247, DAWSON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION; BEING KNOWN AS 15 GOLD CREEK COURT, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING PROPERTY IN DAWSON COUNTY, GEORGIA.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

Deed (Limited Warranty)

GA105-16-0197-RC

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and is the intention of the parties hereto to hereby create in Grantee a joint tenancy estate with right of survivorship and not as tenants in common.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

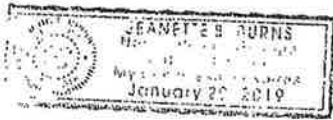
Signed, sealed and delivered  
in the presence of:

[Signature]  
Unofficial Witness

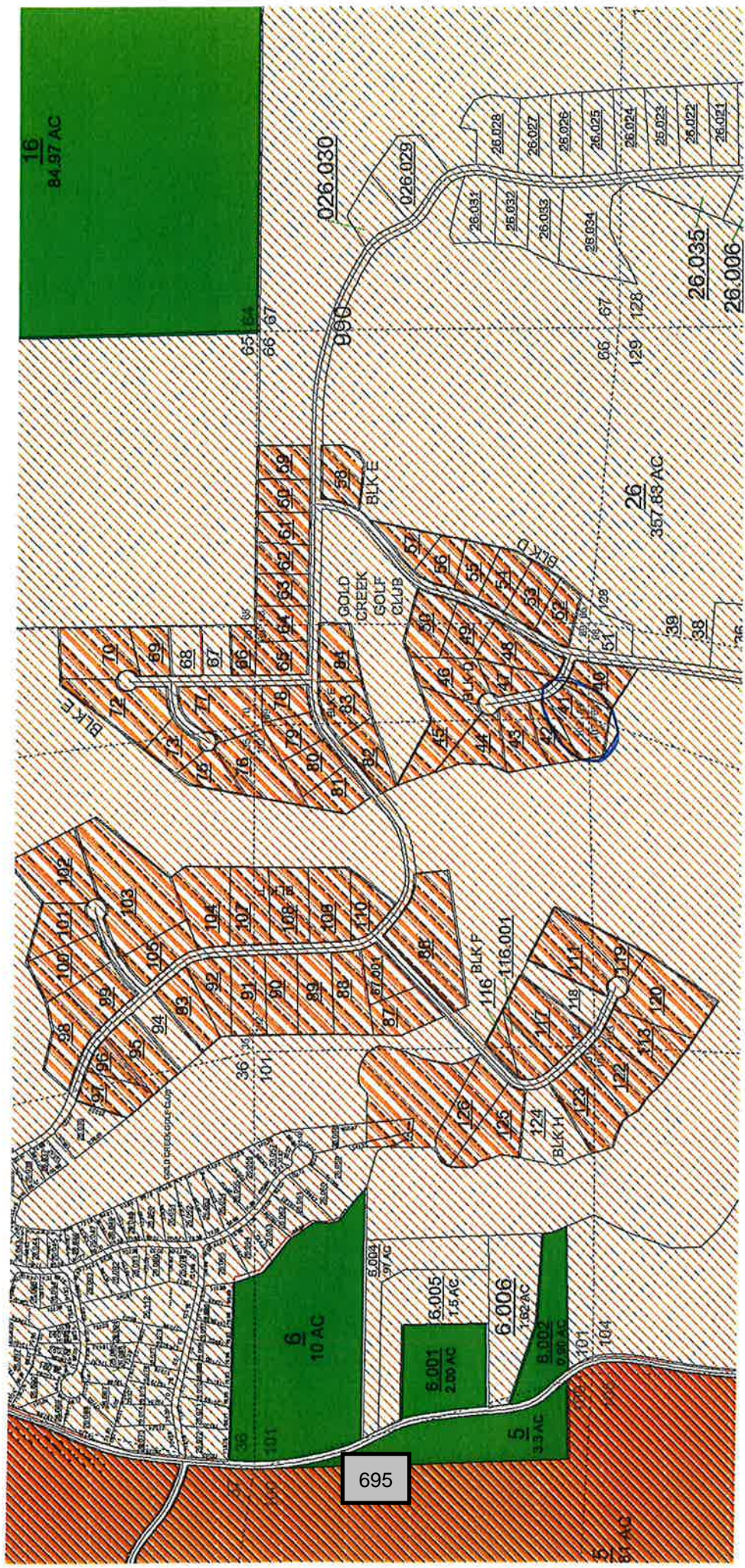
[Signature] (Seal)  
Jacek Tialka

[Signature]  
Notary Public

My Commission Expires: 1/20/2019







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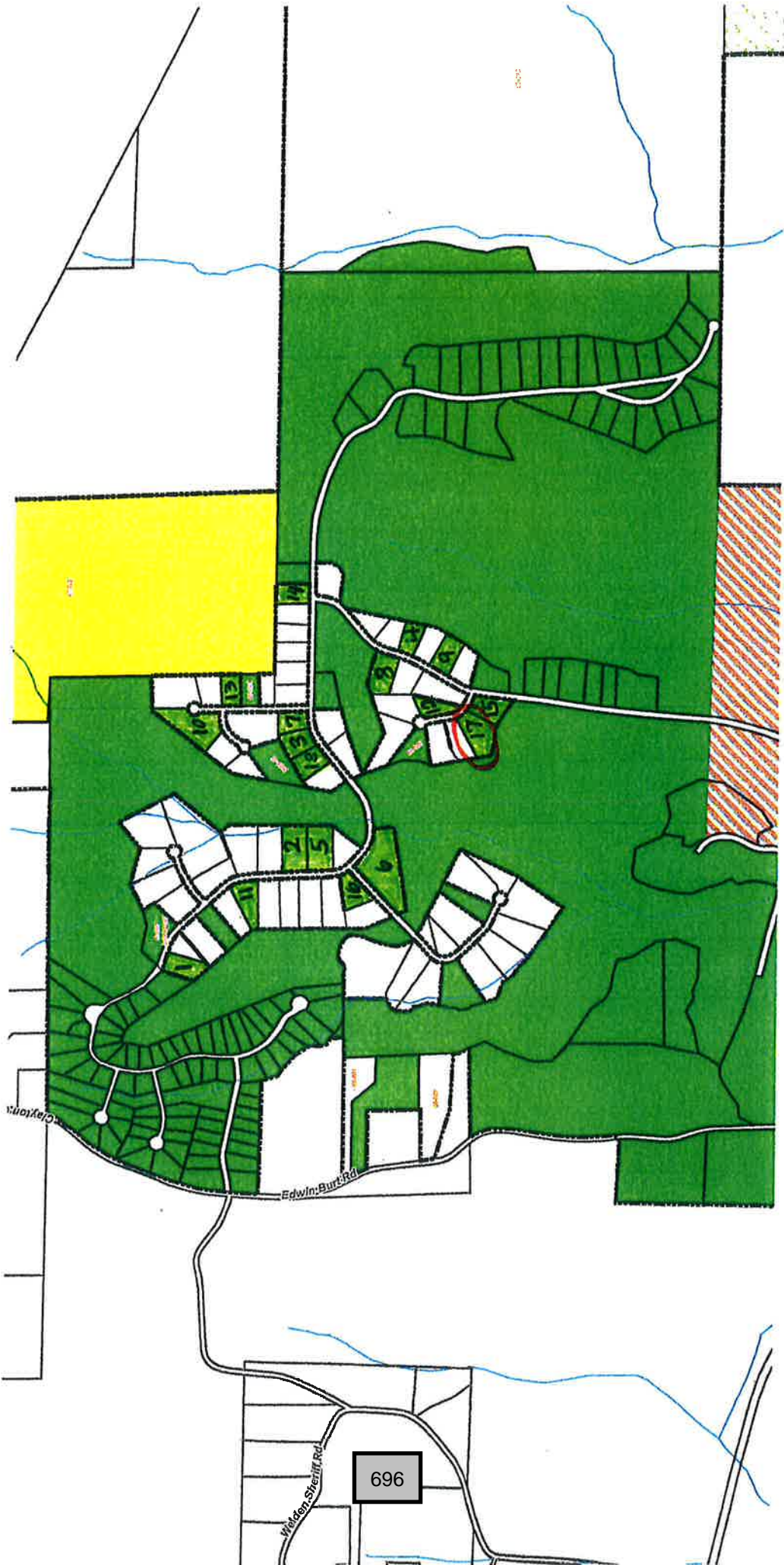
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**Overview**



**Legend**

-  Parcels
-  Roads

|                        |                |                         |                             |                     |              |               |             |
|------------------------|----------------|-------------------------|-----------------------------|---------------------|--------------|---------------|-------------|
| <b>Parcel ID</b>       | 090041         | <b>Owner</b>            | ROPER BUSTER & PAULA JUDITH | <b>Last 2 Sales</b> |              |               |             |
| <b>Class Code</b>      | Residential    |                         | 15 GOLD CREEK COURT         | <b>Date</b>         | <b>Price</b> | <b>Reason</b> | <b>Qual</b> |
| <b>Taxing District</b> | UNINCORPORATED |                         | DAWSONVILLE GA 30534        | 6/17/2016           | \$310000     | FM            | Q           |
|                        | UNINCORPORATED | <b>Physical Address</b> | 15 GOLD CREEK COURT         | 7/16/1998           | \$295000     | FM            | Q           |
| <b>Acres</b>           | n/a            | <b>Assessed Value</b>   | Value \$293240              |                     |              |               |             |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
 Last Data Uploaded: 2/20/2017 3:09:28 PM

 **Developed by**  
 The Schneider Corporation

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 1, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of William & Brenda Gerspacher: ANX# C8-00026

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; March 19, 2018 and April 9, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of William & Brenda Gerspacher. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # C8-00024

**Please Print Clearly**

Applicant Name(s): WILLIAM GERSPACHER AND BRENDA GERSPACHER

Applicant Mailing Address: 188 GOLD BULLION DR WEST

City: DAWSONVILLE State: GA Zip: 30534

Applicant Telephone Number(s): 770 540 5539

Property Owner's Name(s): SAME

Property Owner's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner's Telephone Number(s): \_\_\_\_\_

Address of Property to be Annexed: 188 GOLD BULLION DR WEST  VACANT LOT

Tax Map & Parcel # 090080 Property Size in Acres: -1 Survey Recorded in Plat Book # 37 Page # 171

Land Lot # 102 District # 4 Section # \_\_\_\_\_ Legal Recorded in Deed Book # 396 Page # 573-574

Current Use of Property: RESIDENTIAL

County Zoning Classification: RPC City Zoning Classification: PUD / R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 ½ x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.





**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: 2;  VACANT  
Number of persons 18 years or older: 2; Number of persons registered to vote: \_\_\_\_\_
3. The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
188 GOLD BULLION DR W
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
STAY THE SAME
- D. Names of affected Subdivision: GOLD CREEK
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
\_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as \_\_\_\_\_ (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

- |     |  |   |
|-----|--|---|
| (1) | <u>William F. Gerspacher</u><br>Property Owner Signature | <u>WILLIAM F. GERSPACHER</u><br>Property Owner Printed Name |
| (2) | <u>Brenda C. Gerspacher</u><br>Property Owner Signature  | <u>BRENDA C GERSPACHER</u><br>Property Owner Printed Name   |
| (1) | <u>William F. Gerspacher</u><br>Applicant Signature      | <u>WILLIAM F GERSPACHER</u><br>Applicant Printed Name       |
| (2) | <u>Brenda C. Gerspacher</u><br>Applicant Signature       | <u>BRENDA C GERSPACHER</u><br>Applicant Printed Name        |

Sworn to and subscribed before me  
this 2 day of February 2017  
Christy Lecanus  
Notary Public, State of Georgia

My Commission Expires: 10-28-17 Notary Seal

|   |                          |                                       |
|---|--------------------------|---------------------------------------|
| Annexation Application Received Date Stamp:   | Rec'd _____              | Completed Application with Signatures |
|   | Rec'd _____              | Current Boundary Survey               |
|   | Rec'd _____              | Legal Description                     |
|   | Rec'd <u>JAN 31 2018</u> | ARC Population Estimate Information   |
| <p>Planning Commission Meeting Date (if rezone): <u>3/5/18</u></p> <p>Dates Advertised: _____</p> <p>1st City Council Reading Date: <u>3/19/18</u></p> <p>2nd City Council Reading Date: <u>4/9/18</u> Approved: YES NO</p> <p>Date Certified Mail to: <u>2/2/18</u> County Board of Commissioners &amp; Chairman <u>2/2/18</u> County Manager <u>2/2/18</u> County Attorney</p> <p><input type="checkbox"/> Letter Received from Dawson County Date: _____</p> |                          |                                       |

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD

AT 10:30 A M 8-17-01  
Recorded In Deed Book 396 Page 573-574  
This 21 day of August 20 01  
Suey McLeod Clerk

Return To:  
Carey, Jarrard & Walker  
P. O. Box 635  
Gainesville, Georgia 30503  
TJ: R-3711

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAY \$ 307.00  
DATE 8-21-01  
Geary McLeod  
BERRY McCOON, CLERK  
SUPERIOR COURT

### WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF HALL.

**THIS INDENTURE**, made this 14<sup>th</sup> day of August, 2001, between **Joseph Pretto**, (hereinafter referred to as "Grantor") and **William Gerspacher and Brenda Gerspacher** (hereinafter referred to as "Grantee").

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine included the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the Parties hereto.

#### WITNESSETH:

**GRANTOR**, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 102 of the 4<sup>th</sup> District of Dawson County, Georgia, and being Lot 2, Block E, Unit 2, as per plat recorded at Plat Book 37, page 171, Gold Creek Club, Dawson County, Georgia Records, which said plat is incorporation herein by reference and made a part hereof.

This being the same property conveyed to Joseph Pretto by Warranty Deed dated April 23, 1999, from Stick Builders, Inc., recorded at Deed Book 307, page 65, aforesaid records.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the 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 GRANTOR** will warrant and forever defend the right and title to the above-described property, unto Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
this 14th day of August, 2001,  
in the presence of:

10-2-01  
Witness

Joseph Pretto (SEAL)  
JOSEPH PRETTO

Nancy W. Iunch  
Notary Public  
My Commission Expires:





1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF DAVENPORT, IOWA.
2. THE BOARD OF SUPERVISORS HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE ZONING ORDINANCE OF THE COUNTY OF DAVENPORT, IOWA.
3. THE BOARD OF SUPERVISORS HAS APPROVED THIS PLAN AND HAS ORDERED THE COUNTY ENGINEER TO RECORD THIS PLAN.
4. THE COUNTY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE ZONING ORDINANCE OF THE COUNTY OF DAVENPORT, IOWA.
5. THE COUNTY ENGINEER HAS ORDERED THE COUNTY ENGINEER TO RECORD THIS PLAN.
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18. THE COUNTY ENGINEER HAS ORDERED THE COUNTY ENGINEER TO RECORD THIS PLAN.
19. THE COUNTY ENGINEER HAS ORDERED THE COUNTY ENGINEER TO RECORD THIS PLAN.
20. THE COUNTY ENGINEER HAS ORDERED THE COUNTY ENGINEER TO RECORD THIS PLAN.

RECORDS, DAVENPORT COUNTY  
CLERK'S OFFICE, DAVENPORT, IOWA  
FILED FOR RECORD  
2.15.95  
10-17-95  
RECORDED IN BOOK 31 PAGE 2117  
THIS 17th DAY OF OCTOBER 1995  
Judy A. Bond  
CLERK



THIS PLAN IS A PRELIMINARY  
REPRESENTATION OF THE LAND PLATTED  
AND HAS BEEN APPROVED BY THE BOARD OF  
SUPERVISORS OF THE COUNTY OF DAVENPORT,  
IOWA.

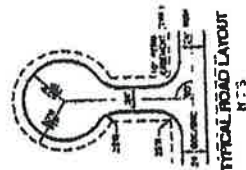
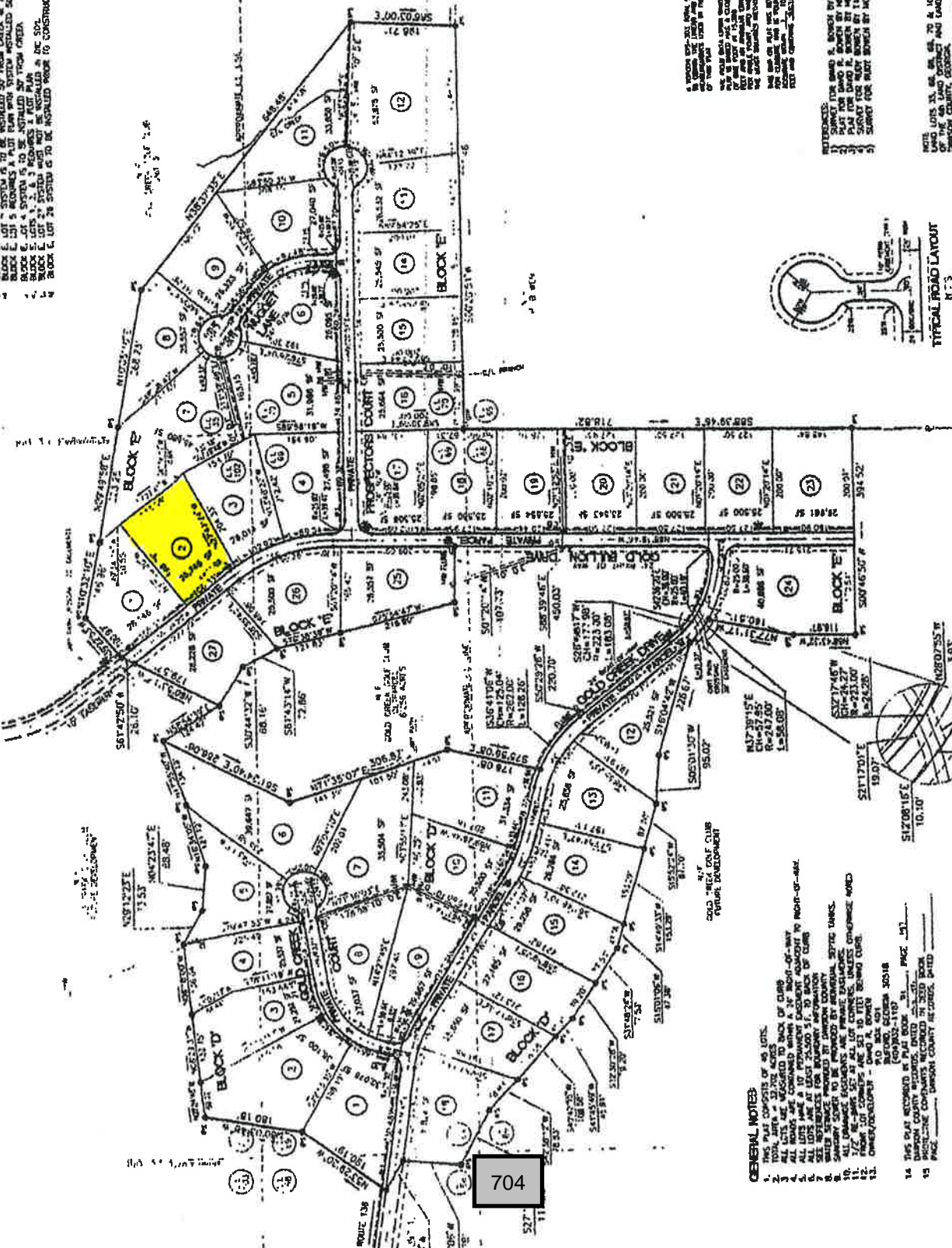
A PERSON WHO HAS BEEN DESIGNATED AS THE  
SUBDIVISION ENGINEER BY THE BOARD OF SUPERVISORS  
OF THE COUNTY OF DAVENPORT, IOWA, HAS REVIEWED  
THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE  
WITH THE SUBDIVISION ACT AND THE ZONING  
ORDINANCE OF THE COUNTY OF DAVENPORT, IOWA.  
HE HAS ORDERED THE COUNTY ENGINEER TO RECORD  
THIS PLAN.

- REFERENCES:
1. PLAN FOR DAVENPORT COUNTY, IOWA, DATED MARCH 6, 1988.
  2. PLAN FOR DAVENPORT COUNTY, IOWA, DATED FEBRUARY 11, 1987.
  3. PLAN FOR DAVENPORT COUNTY, IOWA, DATED JULY 10, 1987.
  4. SURVEY FOR DAVENPORT COUNTY, IOWA, DATED JULY 10, 1987.
  5. SURVEY FOR DAVENPORT COUNTY, IOWA, DATED JULY 10, 1987.

UNIT 2  
GOLD CREEK GOLF CLUB  
GRIFFIN LAND SURVEYING, I  
9

NOTE: THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF DAVENPORT, IOWA.

| DATE     | BY  | REVISION     |
|----------|-----|--------------|
| 10/17/95 | JAB | INITIAL PLAN |
| 10/17/95 | JAB | REVISION 1   |
| 10/17/95 | JAB | REVISION 2   |
| 10/17/95 | JAB | REVISION 3   |
| 10/17/95 | JAB | REVISION 4   |
| 10/17/95 | JAB | REVISION 5   |
| 10/17/95 | JAB | REVISION 6   |
| 10/17/95 | JAB | REVISION 7   |
| 10/17/95 | JAB | REVISION 8   |
| 10/17/95 | JAB | REVISION 9   |
| 10/17/95 | JAB | REVISION 10  |



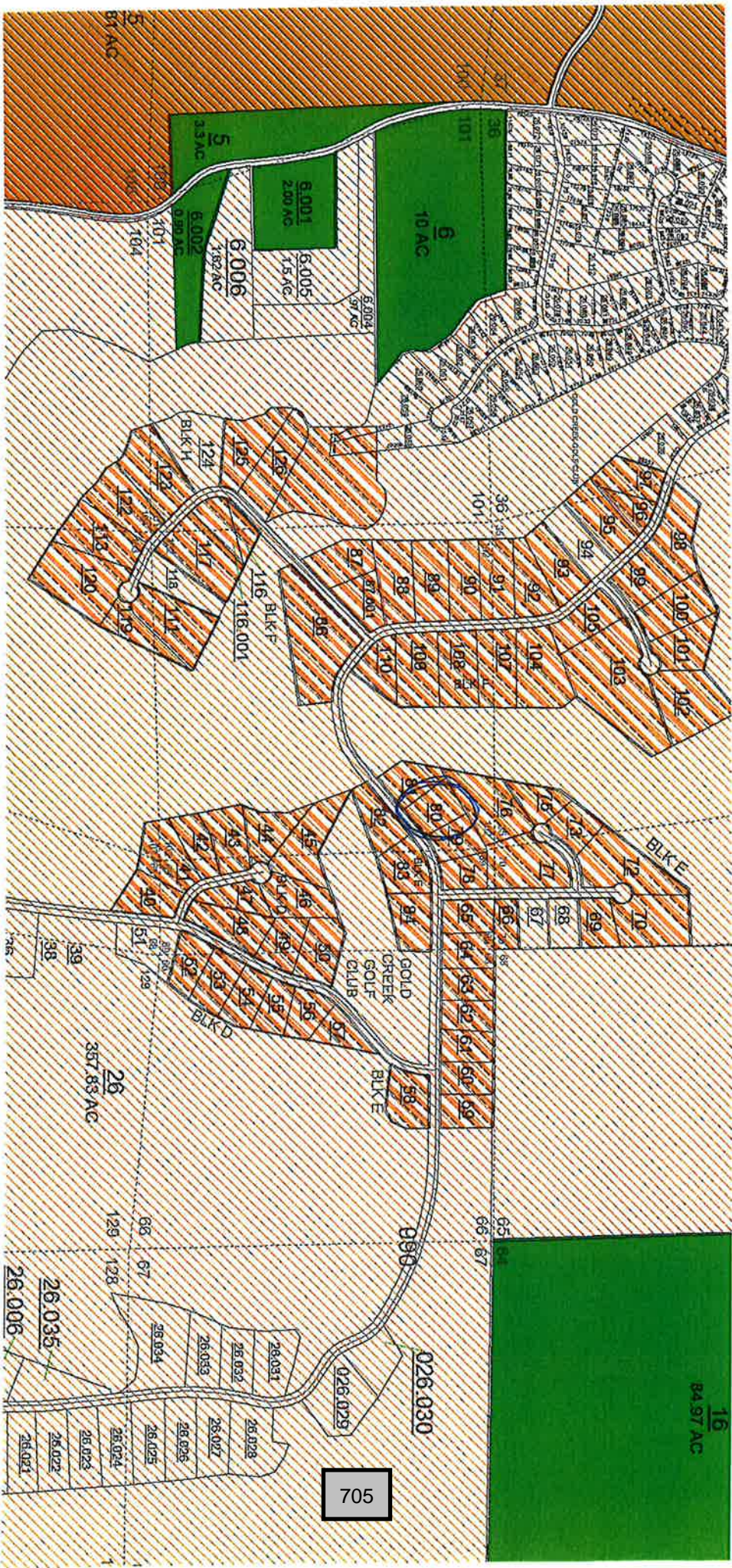
- GENERAL NOTES:
1. THIS PLAN CONSISTS OF 40 LOTS.
  2. TOTAL AREA IS 27.02 ACRES.
  3. ALL LOTS ARE TO BE CONVEYED WITHIN A 30' RIGHT-OF-WAY.
  4. ALL LOTS ARE TO BE CONVEYED WITHIN A 30' RIGHT-OF-WAY.
  5. ALL LOTS ARE TO BE CONVEYED WITHIN A 30' RIGHT-OF-WAY.
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  14. ALL LOTS ARE TO BE CONVEYED WITHIN A 30' RIGHT-OF-WAY.
  15. ALL LOTS ARE TO BE CONVEYED WITHIN A 30' RIGHT-OF-WAY.

CENTRAL CURVE CHART

| STATION | CHORD BEARING   | CHORD DISTANCE | CHORD AREA |
|---------|-----------------|----------------|------------|
| 1       | N 89° 00' 00" E | 100.00         | 0.00       |
| 2       | S 89° 00' 00" E | 100.00         | 0.00       |
| 3       | S 00° 00' 00" E | 100.00         | 0.00       |
| 4       | N 89° 00' 00" E | 100.00         | 0.00       |
| 5       | S 89° 00' 00" E | 100.00         | 0.00       |
| 6       | S 00° 00' 00" E | 100.00         | 0.00       |
| 7       | N 89° 00' 00" E | 100.00         | 0.00       |
| 8       | S 89° 00' 00" E | 100.00         | 0.00       |
| 9       | S 00° 00' 00" E | 100.00         | 0.00       |
| 10      | N 89° 00' 00" E | 100.00         | 0.00       |
| 11      | S 89° 00' 00" E | 100.00         | 0.00       |
| 12      | S 00° 00' 00" E | 100.00         | 0.00       |
| 13      | N 89° 00' 00" E | 100.00         | 0.00       |
| 14      | S 89° 00' 00" E | 100.00         | 0.00       |
| 15      | S 00° 00' 00" E | 100.00         | 0.00       |
| 16      | N 89° 00' 00" E | 100.00         | 0.00       |
| 17      | S 89° 00' 00" E | 100.00         | 0.00       |
| 18      | S 00° 00' 00" E | 100.00         | 0.00       |
| 19      | N 89° 00' 00" E | 100.00         | 0.00       |
| 20      | S 89° 00' 00" E | 100.00         | 0.00       |
| 21      | S 00° 00' 00" E | 100.00         | 0.00       |
| 22      | N 89° 00' 00" E | 100.00         | 0.00       |
| 23      | S 89° 00' 00" E | 100.00         | 0.00       |
| 24      | S 00° 00' 00" E | 100.00         | 0.00       |
| 25      | N 89° 00' 00" E | 100.00         | 0.00       |
| 26      | S 89° 00' 00" E | 100.00         | 0.00       |
| 27      | S 00° 00' 00" E | 100.00         | 0.00       |
| 28      | N 89° 00' 00" E | 100.00         | 0.00       |
| 29      | S 89° 00' 00" E | 100.00         | 0.00       |
| 30      | S 00° 00' 00" E | 100.00         | 0.00       |

704

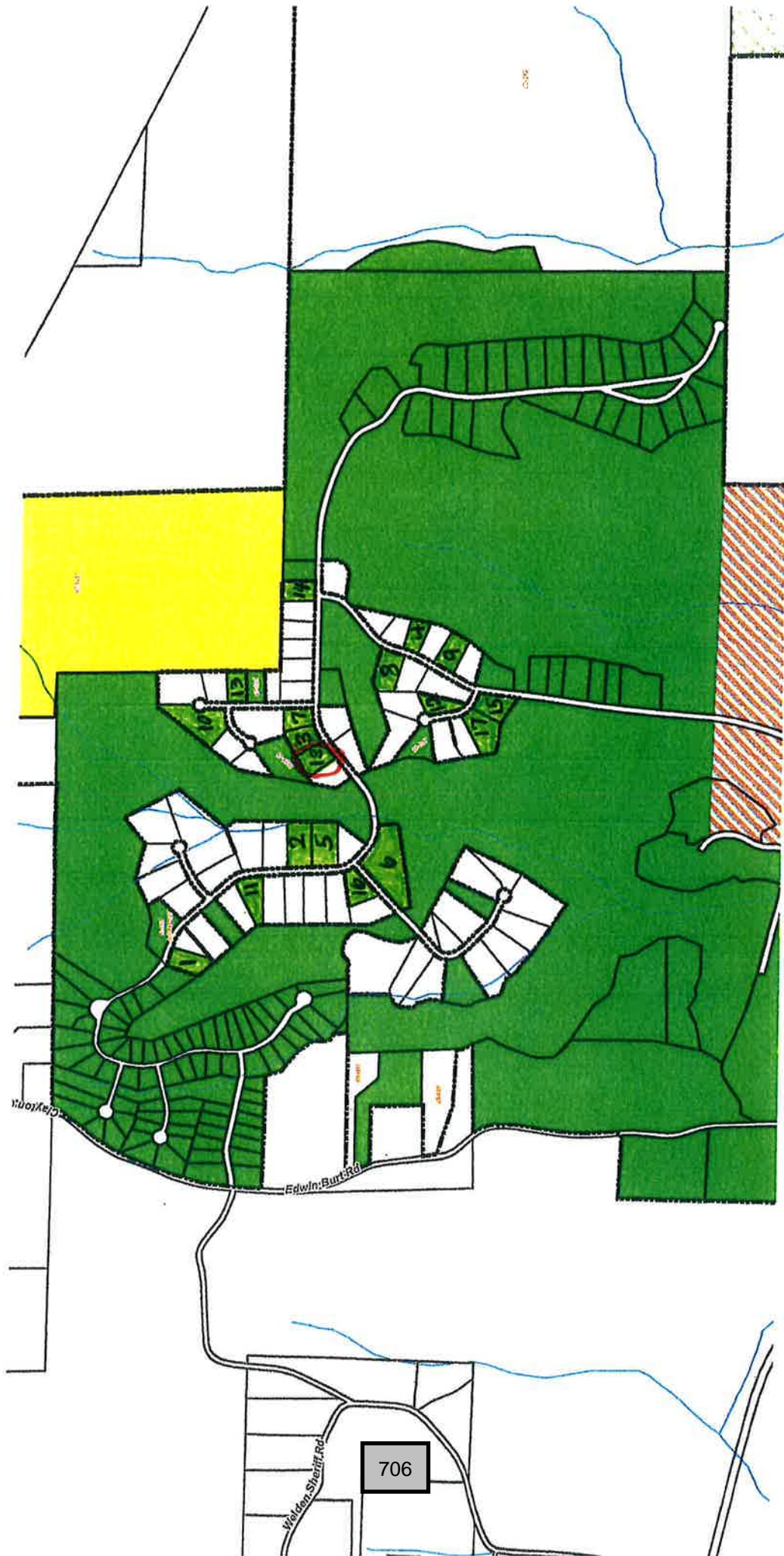




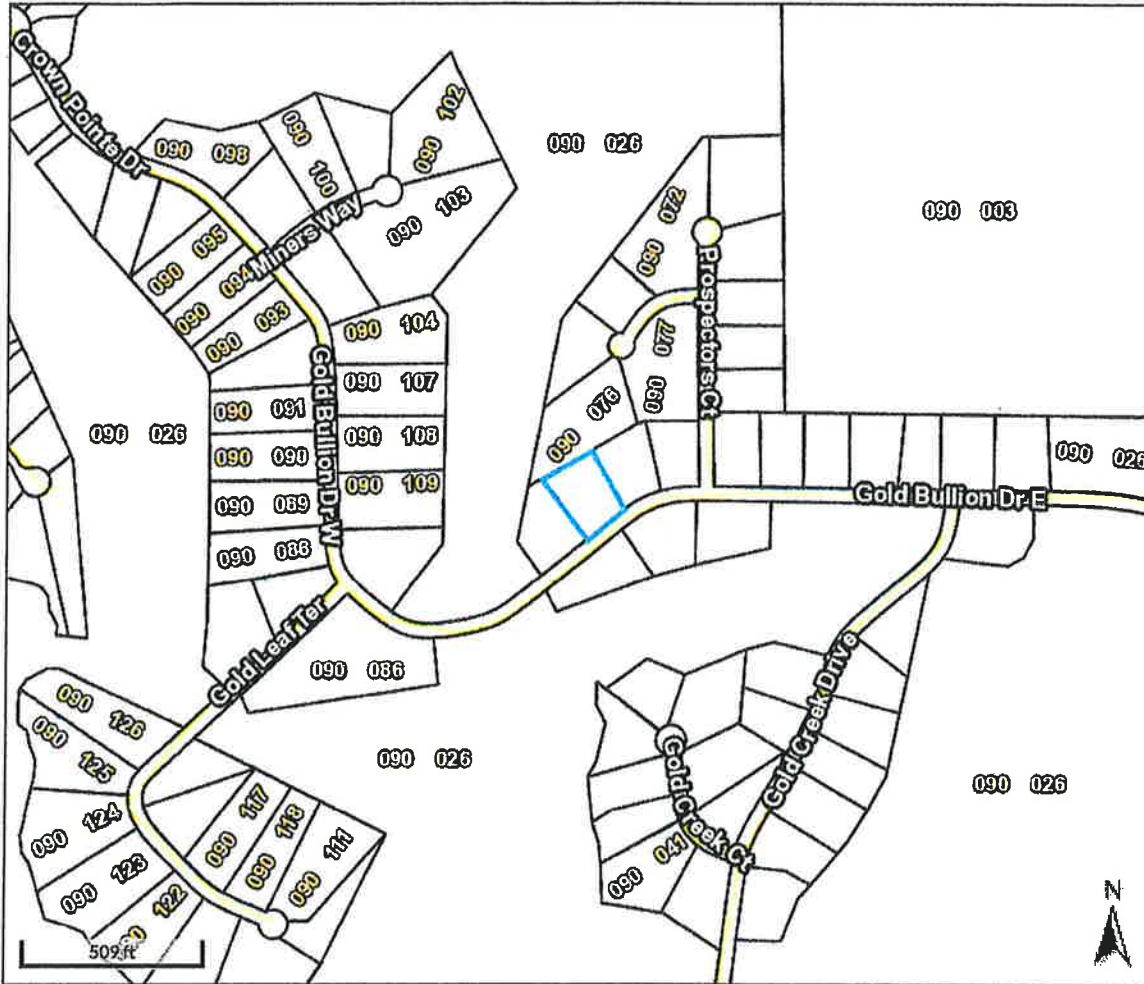


18 Gerspacher

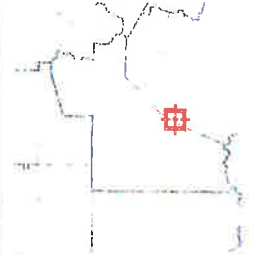
TMF 090 080







**Overview**



**Legend**

- Parcels
- Roads



| <p><b>Parcel ID</b> 090080</p> <p><b>Class Code</b> Residential</p> <p><b>Taxing District</b> UNINCORPORATED</p> <p><b>Acres</b> n/a</p> | <p><b>Owner</b> Gerspacher William &amp; Brenda</p> <p><b>Physical Address</b> 188 Gold Bullion Dr W</p> <p><b>Assessed Value</b> Value \$262807</p> | <p><b>Last 2 Sales</b></p> <table border="0"> <thead> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> </thead> <tbody> <tr> <td>8/17/2001</td> <td>\$307000</td> <td>FM</td> <td>Q</td> </tr> <tr> <td>4/29/1999</td> <td>\$249900</td> <td>FM</td> <td>Q</td> </tr> </tbody> </table> | Date | Price | Reason | Qual | 8/17/2001 | \$307000 | FM | Q | 4/29/1999 | \$249900 | FM | Q |
|--|--|--|------|-------|--------|------|-----------|----------|----|---|-----------|----------|----|---|
| Date   | Price  | Reason   | Qual |       |        |      |           |          |    |   |           |          |    |   |
| 8/17/2001  | \$307000   | FM   | Q    |       |        |      |           |          |    |   |           |          |    |   |
| 4/29/1999  | \$249900   | FM   | Q    |       |        |      |           |          |    |   |           |          |    |   |

(Note: Not to be used on legal documents)

Date created: 2/21/2017  
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 The Schneider Corporation