

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, MAY 2, 2019
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATIONS

- [National](#) Small Business Week Proclamation
- [Development](#) Authority of Dawson County (DADC) Update- DADC Chairman Brian Trapnell

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

- [Minutes](#) of the Voting Session held on April 18, 2019
- [Minutes](#) of the Work Session held on April 23, 2019

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT

I. ALCOHOL LICENSE

- [New](#) Alcohol License (*Retail Consumption on Premises of Beer, Wine and Distilled Spirits*) - Olive Garden Holdings, LLC

J. PUBLIC HEARING

- [1.](#) Land Use Resolution Update (*1st of 2 hearings. 2nd hearing will be held at 6 p.m. May 16, 2019*)

K. UNFINISHED BUSINESS

- [1.](#) Consideration of an Intergovernmental Agreement with the Board of Education Regarding the Public Works Complex (*Discussed at the April 23, 2019, Work Session*)
- [2.](#) Consideration of RFP #333-19 - Design-Build Services for Fire Services - Station 9 (*Tabled from the April 18, 2019, Voting Session*)

L. NEW BUSINESS

- [1.](#) Consideration of Request to Retire Sheriff's Office K9 Kimbo and Transfer Ownership to Handler, Lieutenant Jessica Kraft
- [2.](#) Consideration of a Services Agreement with Dawson County Humane Society for Treatment and Housing of Animals
- [3.](#) Consideration of FY 2019 Legacy Link Contract Addendum No. 3 for Nutrition Program Services

4. Consideration of Request for Increased Funding for Legal Fees in 2019

M. PUBLIC COMMENT

N. ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.



DAWSON COUNTY
BOARD OF COMMISSIONERS

NATIONAL SMALL BUSINESS WEEK
PROCLAMATION

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard;
and

WHEREAS, from the storefront shops that anchor Dawson County to the high-tech startups that keep
America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of
our nation's promise; and

WHEREAS, small business owners and Dawson County businesses have energy and a passion for what
they do; and

WHEREAS, when we support small business, jobs are created and local communities preserve their
unique culture; and

WHEREAS, because this country's 30 million small businesses create nearly two out of three net new
jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America
without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year
since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small
Business Administration and other government agencies; and

WHEREAS, Dawson County supports and joins in this national effort to help America's small businesses
do what they do best – grow their business, create jobs, and ensure that our communities remain as
vibrant tomorrow as they are today.

NOW, THEREFORE, the Dawson County Board of Commissioners do hereby proclaim May 5 through
May 11, 2019 as

NATIONAL SMALL BUSINESS WEEK

Attest:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

Item Attachment Documents:

Development Authority of Dawson County (DADC) Update- DADC Chairman Brian Trapnell

Development Authority of Dawson County

April 2019 partner update



**Development
Authority**
of Dawson County

What we'll cover

Deliverables and AOP YTD update

ARC grant update

Kroger update

LOST/SPLOST collection trending

Where we're headed

Economic Development 2019 Plan of Work 2nd Quarter Update

New Industrial Park Site Development (2019 BOC deliverable)

- In association with ARC grant

Existing Industrial Park Improvements

- Identified Vacant properties in “Worldwide” and “Hightower” Parks.
- Working with property owners on West Hightower to form agreement on re-paving in conjunction with Dawson County improvements to Hightower Parkway.
- Map infrastructure (water, sewer, power, broadband) in existing parks to determine needs/gaps. Joint project with utility partners.

Funding Stream Recommendations (2019 BOC deliverable)

- Report complete; coordinate findings with BOC and others

Branding

- Logo draft received
- Website refresh underway
- Existing industry photography

Existing Industry Engagement

- Site Visits
- Manufacturing Appreciation Week Recognition
- Industry Council Concept

Workforce Development

- DCCC Workforce Committee
- Dawson Discovery Day - 5/29/19
- College & Career Academy Planning Committee
- Housing Assessment; ad hoc working group formed through DADC

Strategic Engagement

(2019 BOC deliverable)

- Board Visioning & Strategy Retreat
- In association with ARC grant

ARC Economic Development Strategic Plan

TIMELINE





TARGET INDUSTRY ANALYSIS

PARK LOCATION RECOMMENDATIONS

- Infrastructure placement
- Retail adaptive re-use

SITE MARKETING PLANS

RECRUITMENT INCENTIVE DEVELOPMENT

WORKFORCE HOUSING ANALYSIS

- Identification of housing gaps
- Recommendations for placement of housing options

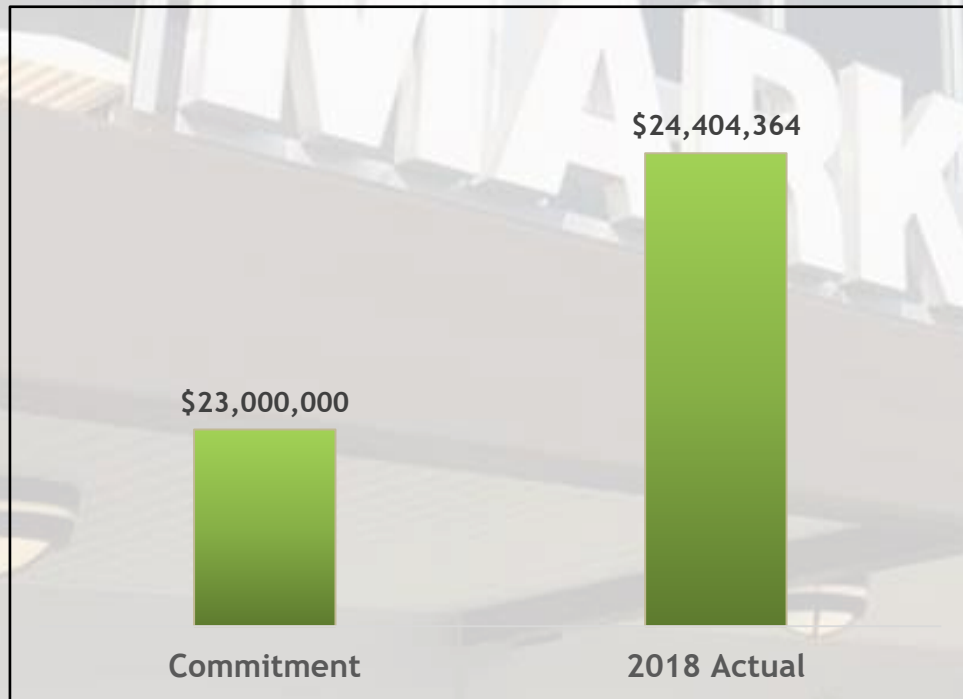
**PUBLIC PRIVATE PARTNERSHIP
OPPORTUNITY EXPLORATION**

COMMUNITY ENGAGEMENT

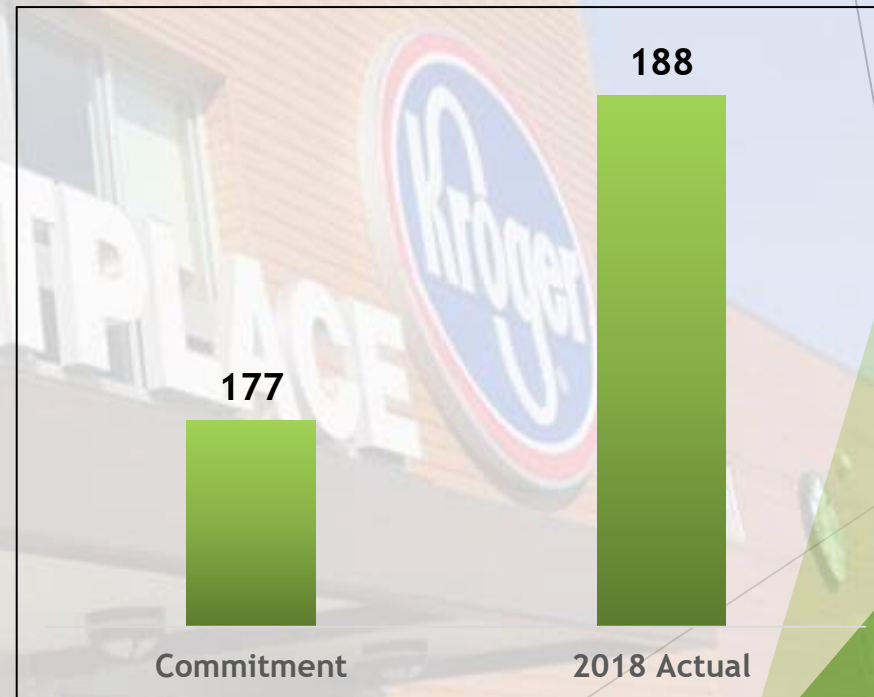
Strategic Plan Elements

Kroger Marketplace PILOT Community Commitments

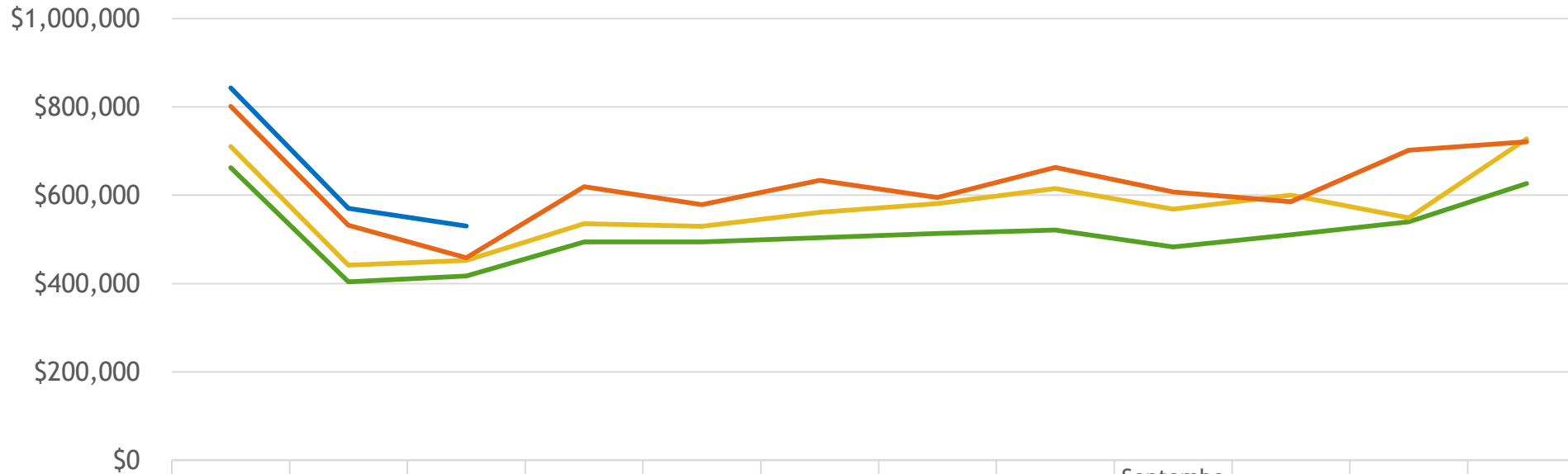
Direct Investment



Job Creation



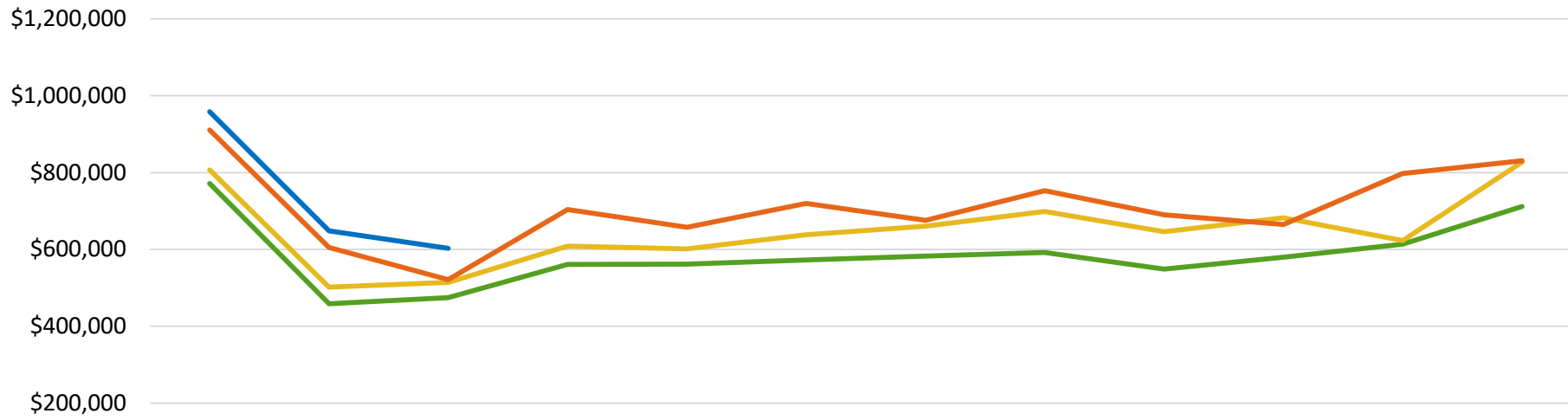
Dawson County LOST Collections 2016-2019



	January	February	March	April	May	June	July	August	September	October	November	December
2016	\$662,138	\$403,647	\$417,338	\$494,022	\$494,218	\$503,691	\$513,139	\$520,934	\$483,123	\$510,465	\$539,988	\$626,351
2017	\$710,278	\$441,890	\$452,433	\$535,291	\$529,434	\$561,288	\$581,229	\$614,883	\$568,284	\$600,343	\$548,487	\$727,630
2018	\$801,406	\$532,171	\$458,582	\$619,067	\$578,836	\$633,527	\$594,658	\$662,763	\$607,367	\$585,335	\$701,570	\$721,059
2019	\$843,040	\$570,415	\$530,367									

— 2016 — 2017 — 2018 — 2019

Dawson County SPLOST Collections 2016-2019



\$0	January	February	March	April	May	June	July	August	September	October	November	December
2016	\$771,324	\$458,716	\$474,268	\$561,400	\$561,619	\$572,386	\$582,823	\$591,982	\$549,012	\$580,089	\$613,703	\$711,783
2017	\$807,105	\$502,157	\$514,143	\$608,288	\$601,645	\$637,838	\$660,473	\$698,736	\$645,796	\$682,219	\$623,291	\$826,862
2018	\$910,697	\$604,751	\$521,238	\$703,497	\$657,805	\$719,926	\$675,757	\$753,150	\$690,198	\$665,171	\$797,261	\$830,759
2019	\$958,016	\$648,202	\$602,699									

— 2016 — 2017 — 2018 — 2019

What we covered and where we're headed

- ▶ DADC is making solid progress toward December 31, 2019 deliverables with our partners - additional activities and conversations are supplementing this work
- ▶ ARC grant will assist in achieving our agreed deliverables and providing resources for additional ones
- ▶ Kroger has achieved its community commitment obligations for 2017 and 2018
- ▶ LOST and SPLOST collections are trending positively

How can we help?

Item Attachment Documents:

Minutes of the Voting Session held on April 18, 2019

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – APRIL 18, 2019
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
6:00 PM

ROLL CALL: Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Satterfield, District 3; Commissioner Nix, District 4; County Manager Headley; Interim County Attorney Davis; County Clerk Cloud; and interested citizens of Dawson County.

OPENING PRESENTATION:

2019 Arbor Day Proclamation- Chairman Thurmond

Motion passed 4-0 to approve the 2019 Arbor Day Proclamation. Fausett/Gaines

INVOCATION: Chairman Thurmond

PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

Chairman Thurmond announced that the next Board of Commissioners Work Session would be held at 4 p.m. Tuesday, April 23, 2019.

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Voting Session held on April 4, 2019. Nix/Satterfield

Motion passed 4-0 to approve the Minutes of the Work Session held on April 11, 2019. Gaines/Satterfield

APPROVAL OF AGENDA:

Motion passed 4-0 to approve the agenda as presented. Nix/Fausett

PUBLIC COMMENT:

None

ZONINGS:

Chairman Thurmond announced that if anyone had contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form, which would be made available to them. Under normal program, 10 minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

ZA 19-02 - Jerry Fouts has made a request for rezoning subject to County Commission approval. He seeks to change the current zoning of RA (Residential Agriculture) to CHB (Commercial Highway Business) for the construction of a mini storage facility with 48 units. The subject property is located at TMP 081-007. (Tabled from the March 21, 2019, Voting Session)

Planning & Development Director Jameson Kinley said the applicant requests to rezone 8.89 acres on Shoal Creek Road in order to construct a 48-unit mini storage facility. He said the Planning & Development department staff and the Planning Commission recommends denial of the request based on the Future Land Use Map that forecasts the property to be residential. Kinley said, "There also are several major factors to consider when looking to rezone this property. It is located relatively close to Highway 136 and along a major thoroughfare, Shoal Creek. It is also adjacent to the already zoned commercial property, Shoal Creek Building Supply. The only residential development is across the street. The type of traffic a storage unit business generates would be on the lower end of most commercial businesses. The site plan shows the business located off the road significantly to reduce the impact of noises, light and other factors that could inconvenience already existing neighbors. None the less, this does not conform to our Comprehensive Plan."

Attorney Jonathan Beard of Miles Hansford & Tallant in Cumming, Georgia, representing the applicant, said the applicant has owned the property for a long period of time. Beard said there used to be chicken houses on the property and that one chicken house currently remains on the property. Beard said, "The area surrounding the subject property is mixed use, which contemplates some form of commercial that could be encompassed within that. In short, Mr. Fouts, from a zoning perspective, is on an island currently zoned RA." Beard said that, while mini storage is considered commercial, it produces the "lowest traffic flow that you're going to find within commercial." Beard said the proposed facility would be more than 700 feet away from the road and would be low impact for a commercial-zoned property. He said there may be "incidental outside storage" at the facility, meaning "boat storage," etc. Beard said "junk" would not be stored at the facility and that the "site will be clean." Beard said the applicant is not "looking to grow a major enterprise" and that the applicant hopes to set up the business for his grandchildren.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion was made by Commissioner Fausett, and seconded by Commissioner Nix, to approve ZA 19-02. Following additional discussion surrounding potential stipulations, Commissioner Fausett withdrew the motion and Commissioner Nix withdrew the motion's second.

Motion passed 4-0 to postpone ZA 19-02 indefinitely, until legal counsel for the applicant and legal counsel for the county, as well as Planning & Development staff, can specify stipulations for ZA 19-02 that address the Board of Commissioners' concerns.

ZA 19-04 - Landbridge Development LLC has made a request for rezoning of property located at TMP 113-085 from CHB (Commercial Highway Business) to Residential Multi Family. The development would consist of 80 units, five two-story buildings (16 units each) with community building.

Planning & Development Director Jameson Kinley said the applicant requests to rezone 14.28 acres at 65 North Center Lane for the purpose of constructing an 80-unit multi-family apartment complex consisting of five two-story buildings and a community building. He said the property is located in the area of highways 400 and 53, between Krystal and the movie theater. Kinley said the Planning & Development department staff recommends denial of the request. He said the Planning Commission recommends denial of the request with a vote of 3-2.

Applicant Gary Hammond of Landbridge Development said he has been in business in Georgia for 25 years and has specialized in housing for the past 15 years. He said Landbridge is “attempting to complement and finish out a stalled commercial development that hasn’t been making much progress...” He said he intends to create what the community is lacking: Missing Middle Housing. Hammond said the development would be professionally managed. Residents would be required to have jobs and pay rent; retirees would be required to have a source of income in order to pay rent. Residents would be required to undergo criminal background and landlord reference checks. Hammond said the development would provide high-quality housing with a lower “rent burden.” He said the development would be low density with minimal impact on the environment.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application.

The following spoke in favor of the application:

- Mike Lowrey, Dunwoody

The following spoke against the application:

- Hugh Stowers Jr., Dawsonville

Chairman Thurmond asked if there was anyone else present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 3-2 to approve ZA 19-04 with the following stipulations:

1. The developer shall fully fund a traffic light approved by and meeting Georgia Department of Transportation requirements at Medical Center Way and Highway 53;
2. There shall be a thru road between Medical Center Way and 400 North Center Lane;
3. The developer shall fully improve 400 North Center Lane from Highway 53 to Prominence Court and include sidewalks throughout the development along the interconnected roads;
4. The developer shall fully improve Prestige Lane; and
5. The developer shall use earth-toned shutters within the aesthetics of the development.

Gaines/Nix- Commissioner Fausett and Commissioner Satterfield voted against the motion and Chairman Thurmond voted in order for the item to pass

VR 19-02 - Amber Popphan is requesting a variance to the Land Use Resolution Section 309.A.1. Manufactured housing and mobile homes are allowed on tracts of land five acres or more and are conditionally allowed with approval of the Planning Commission and the Board of Commissioners on tracts of land under five acres.

Planning & Development Director Jameson Kinley said the applicant seeks to place a manufactured home on 3.86 acres. He said moved-in houses, manufactured housing and mobile homes are allowed on tracts of land of five acres or more and are conditionally allowed with the

approval of the Planning Commission and Board of Commissioners on tracts of land less than five acres. Kinley said the Planning Commission recommends approval of the request.

Applicant Amber Pophan said that she was raised on Sweetwater Church Road and that her family lives on the street. Pophan said her grandmother gifted her land and that she wishes to live on the property. She said that she financially is unable to build a home and wishes to place a double-wide manufactured home on a permanent foundation on the property.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 4-0 to approve VR 19-02. Satterfield/Fausett

UNFINISHED BUSINESS:

Consideration of Request for Addition of Alcohol Licensing Administrator (Tabled from the April 4, 2019, Voting Session)

Motion passed 3-1 to approve an Administrative Assistant Position at a Level 13 Pay Grade (starting at \$15.84 per hour) for the Marshal's Office within the Planning & Development Department. Nix/Thurmond- Commissioner Satterfield voted against the motion

Consideration of Request for Creation of General Fund Contingency in 2019 Budget (Motion Kept as Pending Due to Tie Vote from the April 4, 2019, Voting Session)

Motion was made by Commissioner Gaines, and seconded by Commissioner Satterfield, to approve the Request for the Creation of General Fund Contingency in the 2019 Budget with the following stipulations:

- Dual signatures, from the county's chief financial officer and county manager, shall be required on any emergency expense; and
- There shall be a maximum per-expenditure limit of \$25,000 and an annual aggregate limit of \$100,000.

Motion was made by Commissioner Gaines, and seconded by Commissioner Satterfield, to amend the original motion to also include the following stipulation:

- Any expenditure made shall be read into the minutes during the County Manager's Report at the next available Board of Commissioners meeting.

The amended motion passed 3-2. Commissioner Fausett and Commissioner Nix voted against the motion and Chairman Thurmond voted in order for the item to pass

The original motion passed 3-2. Commissioner Fausett and Commissioner Nix voted against the motion, and Chairman Thurmond voted in order for the item to pass

NEW BUSINESS:

Consideration of Request to Approve Legacy Link FY 2020 Local Share Commitment Letter

Motion passed 4-0 to approve the Request to Approve the Legacy Link FY 2020 Local Share Commitment Letter. Fausett/Gaines

Consideration of RFP #333-19 - Design-Build Services for Fire Services – Station 9

Motion passed 4-0 to allow county staff to conduct contract negotiations and to table RFP #333-19 - Design-Build Services for Fire Services – Station 9 until the May 2, 2019, Voting Session.
Satterfield/Fausett

Consideration of 2019 Amended Board of Commissioners Meeting Schedule

Motion passed 4-0 to approve the 2019 Amended Board of Commissioners Meeting Schedule.
Gaines/Fausett

Consideration of Annexation #C9-00256

Interim County Attorney Davis presented Annexation #C9-00256 for information only and advised that no action was needed by the board.

PUBLIC COMMENT:

None

ADJOURNMENT:

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

Item Attachment Documents:

Minutes of the Work Session held on April 23, 2019

DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – APRIL 23, 2019
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM

Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Satterfield, District 3; Commissioner Nix, District 4; County Manager Headley; Interim County Attorney Davis; County Clerk Cloud; and interested citizens of Dawson County.

NEW BUSINESS

1. Presentation of Application for Parade and Assembly - National Day of Prayer - Planning & Development Director Jameson Kinley
Motion passed 4-0 to approve the Application for Parade and Assembly - National Day of Prayer. The event will be held on the front steps of the Dawson County Government Center from 6-8 p.m. May 2, 2019. Satterfield/Gaines
2. Presentation of a Services Agreement with Dawson County Humane Society for Treatment and Housing of Animals- Interim County Attorney
This item will be placed on the May 2, 2019, Voting Session Agenda.
3. Presentation of FY 2019 Legacy Link Contract Addendum No. 3 for Nutrition Program Services- Senior Services Director Dawn Pruett
This item will be placed on the May 2, 2019, Voting Session Agenda.
4. Presentation of Request for Increased Funding for Legal Fees in 2019- Chief Financial Officer Vickie Neikirk
This item will be placed on the May 2, 2019, Voting Session Agenda.
5. County Manager Report
This item was for information only.
6. County Attorney Report
This item was for information only.
County Attorney Davis updated the board on an Intergovernmental Agreement with the Board of Education Regarding the Public Works Complex and requested the item be placed on the May 2, 2019, Voting Session Agenda.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

Item Attachment Documents:

New Alcohol License (*Retail Consumption on Premises of Beer, Wine and Distilled Spirits*) -
Olive Garden Holdings, LLC



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session:

Prepared By: Harmony Gee

Voting Session: May 16, 2019

Presenter: Jameson Kinley _____

Public Hearing: Yes _____ No _____

Agenda Item Title: Presentation of Olive Garden Holdings Alcohol License Application

Background Information:

Olive Garden Holdings is requesting an alcohol license for consumption on premise for beer, wine and distilled spirits. Background checks were returned with nothing on the applicant's records.

Current Information:

Budget Information: Applicable: _____ Not Applicable: Budgeted: Yes _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date:

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



Dawson County Planning & Development Department

25 Justice Way, Suite 2322, Dawsonville, GA 30534 (706) 344-3500 x 42335

ALCOHOL BEVERAGE LICENSE

APPLICANT INFORMATION & CHECK LIST

****IMPORTANT**** After being licensed by Dawson County for an Alcoholic Beverage License, you must obtain a state alcohol license before any alcoholic beverage can be served or sold in Dawson County. Contact the Georgia Department of Revenue at (404) 417-4490. *****Provide Copy of State License When Obtained*****

Before any license can be issued, you must contact the following departments for their requirements/inspections:

- | | | |
|--|------------------------|--------------------------------------|
| 1. Planning and Development | (706) 344-3500 x 42335 | Provide Copy of Business License. |
| 2. Fire Department | (706) 344-3666 x 233 | Provide Copy of Inspection Report. |
| 3. Environmental Health Department | (706) 265-2930 | Provide Copy of Inspection Report. |
| 4. Department of Agriculture
(food stores only) | (770) 535-5955 | Provide Copy of Food Sales Est. Lic. |

If your business or proposed business is inside the city limits of Dawsonville, you must apply to the City of Dawsonville for an Alcoholic Beverage License. (706) 265-3256

Please call for an appointment prior to submitting your application for alcoholic beverage license (706) 344-3500 extension 42335. The following information (where applicable) will be required when submitting your application:

Application Form and all attachments (Form 2):

- Certified Check for license fee. **(Payable to Dawson County)**
- Certified Check for investigative and administrative fee. **(Payable to Dawson County)**
- Background Check Consent Form **(Applicant for License) (Form 2-C)**
- * Background Check Consent Form **(Employee Permit) (Form 2-D)**
- * Registered Agent Consent Form. **(Form 2-A) Optional**
- For bona fide Private Clubs, attach minutes of annual meeting setting salaries for members, officers, agents or employees.
- For Partnerships, attach Partnership Agreement.
- For Corporations or LLC's, attach Articles of Incorporation or Organization.
- For Corporations or LLC's, attach Certificate of Incorporation or Organization

* If Applicable

Premise/Structure Form and all attachments. (Form 3)

****Call Planning & Development at (706) 344-3500 x42255 for permits and business license requirements.****

- If building is completed, attach copy of detailed floor plan. Also, attach copy of site plan.

- If building is proposed, attach copy of proposed plans and specifications and a building permit for the proposed building.
- Attach Certified Report of Survey (**Form 3-A**) from registered land surveyor or professional engineer.
- Attach certified scale drawing showing location and distance to closest church, school, daycare and alcohol treatment facility. (**See survey form for definitions.**)
- For bona fide eating establishments only, attach copy of menu(s).
- If applicant is a franchise, attach copy of the franchise agreement or contract.
- For grocery & convenience stores, attach Department of Agriculture Food Sales Establishment License.

- Statement of Personal History Form (Form 4)** for sole owner, partners, officers, directors, members and major stockholders of corporations or LLC's and general manager.
 - All individuals required to complete Personal History Form must be fingerprinted in Dawson County or provide fingerprints (2 sets) on Dawson County cards at time of application. Must also complete Background Check Consent Form 2-C.** (Contact Alcohol License Administration at (706) 344-3500 extension 42335 for fingerprinting appointment or to obtain fingerprint cards if fingerprinting is done elsewhere.)
 - Attach Affidavit for Issuance of a Public Benefit.
 - Attach a Secure and Verifiable Document.
 - Attach either a Private Employer Affidavit of Compliance or a Private Employer Exemption Affidavit.
 - Attach copy of Permanent Resident Card and Alien Number (*if applicable*) for all individuals submitting a Personal History Form.
 - Attach copy of current Driver's License or State Identification Card for all individuals submitting a Personal History Form.
 - Attach photograph on last page of Personal History Form.

- Projected Purchases / Projected Gross Sales (Form 5)**
(Consumption on premises-distilled spirits only)

- Excise Tax Reporting Form (Form 6) (to be submitted monthly)**
(Consumption on premises-distilled spirits only)

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: Olive Garden Holdings, LLC

Date Received: 8.23.19 License Fee Enclosed: \$ _____

Approved: _____ Denied: _____

State License Number: _____

Local License Number: _____

Administrative/Investigative Fee Enclosed : \$ _____ Advertising Fee Enclosed: \$ _____

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 checked="" 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 (<i>see Item 14, Page 5</i>) | <input type="checkbox"/> Other |
- 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: (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: The Olive Garden Italian Restaurant #6425

(b) Location: 15 Wallace Blvd.

	Street Number	Street Name		
<u>Dawsonville</u>		<u>GA</u>	<u>30534</u>	<u>TBD</u>
City		State	Zip Code	Phone Number

(c) Mailing Address: P.O. Box 695016

For Renewals:

	Street Number	Street Name		
<u>Orlando</u>		<u>FL</u>	<u>32869-5016</u>	<u>407-245-5332</u>
City		State	Zip Code	Phone Number

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

6. OWNER:
 (a) Full Name: Olive Garden Holdings, LLC 47-4531614
Social Security #

(b) Corporation or LLC Name (if applicable): Olive Garden Holdings, LLC

(c) Location: 1000 Darden Center Drive
Street Number Street Name

Orlando FL 32837 407-245-4000
 City State Zip Code Phone Number

(d) Mailing Address: P.O. Box 695016
Street Number Street Name

Orlando FL 32869-5016 407-245-5332
 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"/> Private Held Corporation
<input checked="" type="checkbox"/> Public Held Corporation Subject to S.E.C. Regulations
<input type="checkbox"/> Other; explain _____ | <input type="checkbox"/> Legally Registered Partnership
<input type="checkbox"/> Public Held Corporation
<input type="checkbox"/> Limited Liability Company |
|---|---|

9. FOR PARTNERSHIP ONLY: N/A

(a) Date the Partnership was formed: _____

(b) Attach Partnership Agreement

(c) List Partners:

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

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: _____

(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.

N/A

(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.

<i>Name</i>	<i>Name or Business</i>	<i>Interest %</i>
<u>Please see attached.</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.

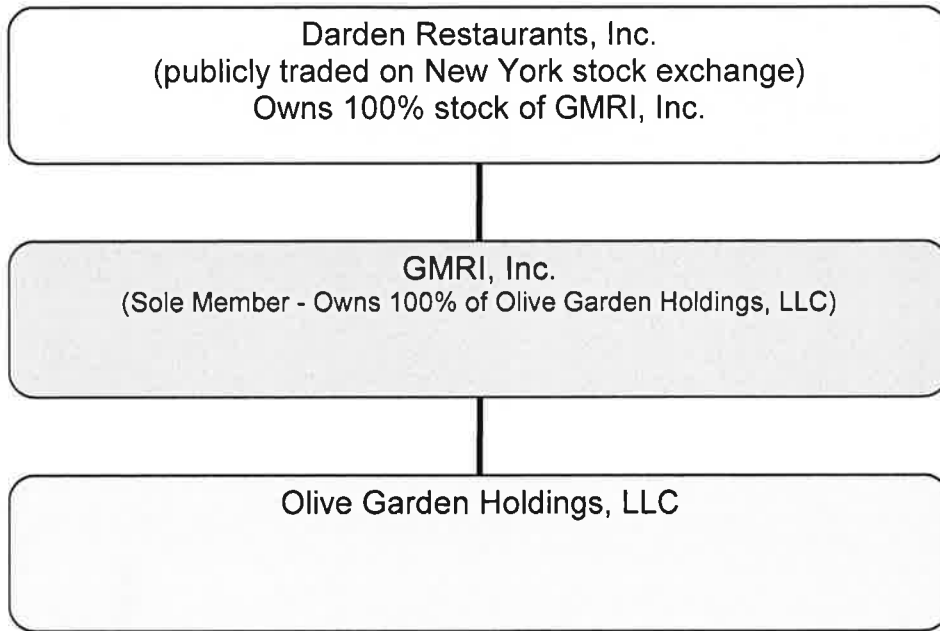
For the purposes of explanation and applicability of the Code:

"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.

Ownership Structure



Corporate Entity	Ownership	Officers/Directors	Additional Comments
Darden Restaurants, Inc.	Publicly traded on NYSE as DRI	N/A publicly traded corporation	Parent Company
GMRI, Inc.	100% subsidiary of Darden Restaurants, Inc.	* William R. White, III - Pres/Treas/Dir * Joseph G. Kern - VP/Sec * Colleen H. Lyons - Asst Sec *Principal Officers	Directly & through its affiliates, GMRI, Inc. owns and operates over 1,500 Olive Garden, LongHorn Steakhouse, Bahama Breeze, Seasons 52, Capital Grille, Eddie V's and Yard House restaurants across the US and Canada.
Olive Garden Holdings, LLC	100% subsidiary of GMRI, Inc.	Joseph G. Kern – LLC Mgr & Pres Colleen H. Lyons – LLC Mgr, Sec & Treas	Licensed entity to operate Olive Garden restaurants. Wholly owned by GMRI, Inc.

List of GA locations

Restaurant	Address	City	State	Zip Code
Bahama Breeze #3006	3590 Breckinridge Blvd	Duluth	GA	300964911
Bahama Breeze #3009	755 Ernest W Barrett Pkwy Nw	Kennesaw	GA	301444924
Capital Grille #8016	255 E. Paces Ferry Road	Atlanta	GA	30305
Capital Grille #8050	94 Perimeter Center West	Atlanta	GA	30346
Cheddar's Scratch Kitchen #2179	1111 North Westover Blvd	Albany	GA	317076640
Cheddar's Scratch Kitchen #2180	2040 Oconee Connector	Athens	GA	306065785
Cheddar's Scratch Kitchen #2181	3609 Walton Way Extension	Augusta	GA	309091834
Cheddar's Scratch Kitchen #2182	5555 Whittlesey Blvd	Columbus	GA	319097212
Cheddar's Scratch Kitchen #2183	1965 Jonesboro Road	McDonough	GA	302535972
Cheddar's Scratch Kitchen #2184	1195 Dawsonville Hwy NW	Gainesville	GA	305012601
Cheddar's Scratch Kitchen #2185	4040 Riverside Drive	Macon	GA	312101805
Cheddar's Scratch Kitchen #2186	1425 Benton Blvd	Pooler	GA	313222052
Cheddar's Scratch Kitchen #2187	270 Norman Drive	Valdosta	GA	316015100
Cheddar's Scratch Kitchen #2188	2915 Watson Blvd	Warner Robins	GA	310938535
Cheddar's Scratch Kitchen #2189	551 Canal Road	Brunswick	GA	315256723
LongHorn Steakhouse #5002	4721 Lower Roswell Rd	Marietta	GA	30068
LongHorn Steakhouse #5005	6390 Roswell Road	Sandy Springs	GA	30328
LongHorn Steakhouse #5007	900 Mansell Road	Roswell	GA	30076
LongHorn Steakhouse #5008	4315 Hugh Howell Road	Tucker	GA	30084
LongHorn Steakhouse #5010	2700 Town Center Drive Suite 7	Kennesaw	GA	30144
LongHorn Steakhouse #5011	8471 Hospital Drive	Douglasville	GA	30134
LongHorn Steakhouse #5022	2120 Killian Hill Road	Snelville	GA	30039
LongHorn Steakhouse #5024	3201 Macon Road	Columbus	GA	31906
LongHorn Steakhouse #5025	144 Shorter Avenue	Rome	GA	30165
LongHorn Steakhouse #5027	3072 Riverside Drive	Macon	GA	31210
LongHorn Steakhouse #5028	7825 Abercorn Expressway	Savannah	GA	31406
LongHorn Steakhouse #5033	3241 Washington Road	Augusta	GA	30907
LongHorn Steakhouse #5043	1355 East-West Connector Suite B-1	Austell	GA	30106
LongHorn Steakhouse #5054	1709 Browns Bridge Road	Gainesville	GA	30501
LongHorn Steakhouse #5056	2633 Floy Farr Parkway	Peachtree City	GA	30269
LongHorn Steakhouse #5071	1110 N St Augustine Rd	Valdosta	GA	31601
LongHorn Steakhouse #5077	800 Lawrenceville-Suwanee Rd	Lawrenceville	GA	30043
LongHorn Steakhouse #5084	296 Northside Drive East	Statesboro	GA	30458
LongHorn Steakhouse #5089	2733 Dawson Road	Albany	GA	31707
LongHorn Steakhouse #5093	463 East Main Street	Cartersville	GA	30120
LongHorn Steakhouse #5097	2256 Mt Zion Parkway	Morrow	GA	30260
LongHorn Steakhouse #5101	2636 Dallas Highway Sw	Marietta	GA	30064
LongHorn Steakhouse #5103	10845 Medlock Bridge Road	Johns Creek	GA	30097
LongHorn Steakhouse #5106	925 Market Place Blvd	Cumming	GA	30041
LongHorn Steakhouse #5111	2901 Watson Blvd	Warner Robins	GA	31093
LongHorn Steakhouse #5112	1375 Riverstone Pkwy	Canton	GA	30114
LongHorn Steakhouse #5116	1112 Bullsboro Drive	Newnan	GA	30264
LongHorn Steakhouse #5119	1420 Towne Lake Pkwy	Woodstock	GA	30189
LongHorn Steakhouse #5120	1800 Mall Of Georgia Blvd	Buford	GA	30519
LongHorn Steakhouse #5130	1315 West Walnut Ave	Dalton	GA	30720
LongHorn Steakhouse #5170	4800 Jimmy Lee Smith Pkwy	Hiram	GA	30141
LongHorn Steakhouse #5177	1856 Jonesboro Rd	McDonough	GA	30253
LongHorn Steakhouse #5179	1314 U.S. Hwy 82 W	Tifton	GA	31793
LongHorn Steakhouse #5186	3480 Camp Creek Pkwy	East Point	GA	30344
LongHorn Steakhouse #5224	795 Highway 400 South	Dawsonville	GA	30534
LongHorn Steakhouse #5244	6112 Pavilion Way Nw	Covington	GA	30014
LongHorn Steakhouse #5246	2430 Piedmont Road	Atlanta	GA	30324
LongHorn Steakhouse #5247	1155 Bankhead Highway	Carrollton	GA	30117
LongHorn Steakhouse #5259	30769 Hwy 441 South	Commerce	GA	30529
LongHorn Steakhouse #5261	30 Highland Xing S	East Ellijay	GA	305402349
LongHorn Steakhouse #5265	3366 Cobb Parkway Nw	Acworth	GA	30101

List of GA locations


LongHorn Steakhouse #5274	300 Pooler Parkway	Pooler	GA	31322
LongHorn Steakhouse #5288	100 Hampton Court	Perry	GA	31069
LongHorn Steakhouse #5297	1518 Lafayette Parkway	La Grange	GA	30241
LongHorn Steakhouse #5301	1350 Scenic Hwy Bldg 700	Snellville	GA	30078
LongHorn Steakhouse #5302	1301 Lovers Lane Rd	Calhoun	GA	30701
LongHorn Steakhouse #5311	1000 Glynn Isles Parkway	Brunswick	GA	31525
LongHorn Steakhouse #5324	106 Travel Center Blvd	Dublin	GA	310211240
LongHorn Steakhouse #5329	185 Martin Luther King Jr. Blvd	Monroe	GA	30655
LongHorn Steakhouse #5346	278 Carpenters Cove Lane	Cornelia	GA	30531
LongHorn Steakhouse #5362	1294 Sw Iris Drive	Conyers	GA	30094
LongHorn Steakhouse #5365	21 Constitution Avenue	Thomasville	GA	31757
LongHorn Steakhouse #5379	1653 N Expressway	Griffin	GA	30224
LongHorn Steakhouse #5391	121 Crown Pointe	Kingsland	GA	31548
LongHorn Steakhouse #5409	1320 Hwy 85 North	Fayetteville	GA	30214
LongHorn Steakhouse #5413	2170 W. Broad Street	Athens	GA	30606
LongHorn Steakhouse #5420	5435 Whittlesey Blvd.	Columbus	GA	31909
LongHorn Steakhouse #5449	2470 North Columbia St. Suite 35	Milledgeville	GA	31061
LongHorn Steakhouse #5470	2955 Cobb Parkway, Suite 810 Suite 810	Atlanta	GA	30339
LongHorn Steakhouse #5532	420 Exchange Blvd.	Bethlehem	GA	30620
LongHorn Steakhouse #5562	2892 North Druid Hills Road	Atlanta	GA	30329
LongHorn Steakhouse #5564	825 West Oglethorpe Highway	Hinesville	GA	31313
LongHorn Steakhouse #5592	1095 Cobb Place Blvd NW	Kennesaw	GA	30144
Olive Garden #1045	1176 Mount Zion Road	Morrow	GA	302602220
Olive Garden #1070	3565 Mall Blvd	Duluth	GA	300964710
Olive Garden #1102	2736 Washington Rd	Augusta	GA	309092293
Olive Garden #1136	2467 Cobb Parkway Se	Smyrna	GA	30080
Olive Garden #1152	429 Barrett Pkwy	Kennesaw	GA	301444959
Olive Garden #1338	905 Holcomb Bridge Rd	Roswell	GA	300761905
Olive Garden #1529	11333 Abercorn St	Savannah	GA	314191825
Olive Garden #1531	6710 Douglas Blvd	Douglasville	GA	301351599
Olive Garden #1532	3220 Buford Dr	Buford	GA	305194956
Olive Garden #1594	3011 Turner Hill Road	Lithonia	GA	30038
Olive Garden #1605	5555 Whittlesey Blvd	Columbus	GA	31909
Olive Garden #1625	3666 Atlanta Highway	Athens	GA	306063149
Olive Garden #1633	4749 Ashford Dunwoody Road	Dunwoody	GA	303385503
Olive Garden #1658	212 Newnan Crossing Bypass	Newnan	GA	30263
Olive Garden #1729	789 Turner Mccall Blvd., Ne	Rome	GA	30161
Olive Garden #1744	1961 Jonesboro Road	McDonough	GA	302535972
Olive Garden #1769	3020 Watson Blvd	Warner Robins	GA	310938500
Olive Garden #1798	2040 Cumming Highway	Canton	GA	30114
Olive Garden #1837	201 Henry Blvd	Statesboro	GA	30458
Olive Garden #1881	1175 Dawsonville Hwy Nw	Gainesville	GA	30501
Olive Garden #1886	1565 Scenic Highway	Snellville	GA	30078
Olive Garden #1887	1315 N. St. Augustine Road	Valdosta	GA	31601
Olive Garden #4404	1380 Highway 85	Fayetteville	GA	30214
Olive Garden #4436	1379 South Park Street	Carrollton	GA	30117
Olive Garden #4437	2701 Dawson Road	Albany	GA	31707
Olive Garden #4459	1208 US Hwy. 82 West	Tifton	GA	31793
Olive Garden #4472	280 Pooler Parkway	Pooler	GA	31322
Olive Garden #5808	600 Glynn Isles Parkway	Brunswick	GA	31525
Olive Garden #5814	2497 Memorial Drive	Waycross	GA	31501
Olive Garden #6411	4950 Riverside Drive	Macon	GA	31210
Seasons 52 #4506	3050 Peachtree Rd. Nw	Atlanta	GA	30305
Seasons 52 #4507	90 Perimeter Center West Perimeter Mall	Atlanta	GA	30346
Yard House #8337	261 19th Street NW #1100	Atlanta	GA	30363
Yard House #8375	825 Battery Avenue Suite 320	Atlanta	GA	30339

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 FLORIDA, ORANGE COUNTY

I, Joseph G. Kern, 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 Joseph G. Kern SIGNED 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 2nd DAY OF November, 20 18.





NOTARY PUBLIC

FOR OFFICIAL USE ONLY:

PLANNING AND DEVELOPMENT REVIEW:

Date: 4-23-19

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

Planning and Development Director

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

Planning and Development Director

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

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: _____

Sheriff

DAWSON COUNTY PLANNING AND DEVELOPMENT

**ALCOHOL LICENSING
25 JUSTICE WAY, SUITE 2322
Dawsonville, GA 30534**

(706) 344-3500 x 42335

DISTILLED SPIRITS

PROJECTED PURCHASES

PROJECTED GROSS SALES

APPLICANT: Olive Garden Holdings, LLC
BUSINESS NAME: The Olive Garden Italian Restaurant #6425
ADDRESS: 15 Wallace Blvd.
Dawsonville, GA 30534

Please provide the following projections for your establishment:

	<u>Projected Purchases of Distilled Spirits (in liters)</u>	<u>Projected Gross Sales of Mixed Drinks</u>
Balance of Calendar Year 20 <u>19</u>	<u>220 liters</u>	<u>\$22,000,000.00</u>
Calendar Year 20 <u>20</u>	<u>520 liters</u>	<u>\$60,000,000.00</u>

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) _____

2. **TRADE NAME OF BUSINESS:** Olive Garden Holdings, LLC d/b/a The Olive Garden Italian Restaurant #6425

LOCATION: 15 Wallace Blvd
Street Number Street Name

Dawsonville GA 30534 TBD
City State Zip Code Phone Number

LL 372, 407 LD 13-1 portion of 114 030
Land Lot Map & Parcel Number

3. **IS THIS LOCATION WITHIN A COMMERCIAL ZONING DISTRICT?** 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: _____

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. _____

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: 7,757 sf
- (b) NUMBER OF SQUARE FEET DEVOTED TO DINING AREA: 3,024 sf
- (c) SEATING CAPACITY EXCLUDING BAR AREA: 206
- (d) DO YOU HAVE A FULL SERVICE KITCHEN? Yes

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

IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? It will be

IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: _____

- (e) HOURS PREPARED MEALS OR FOODS ARE SERVED: Sun - Thurs: 11 am to 10 pm; Fri/Sat: 11 am to 11 pm
- (f) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED OR SOLD: Sunday: 12:30 pm - 10:00 pm
Mon - Thur: 11:00 am - 10:00 pm; Fri - Sat: 11:00 am - 11:00 pm
- (g) HOURS OF OPERATION: same as (e)
- (h) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT: 38
- (i) NUMBER OF PARKING SPACES: 152
- (j) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: 6
- (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.**
(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)
- 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.
- 12. IF THE APPLICANT IS AN EATING ESTABLISHMENT, ATTACH A COPY OF THE MENU(S).
- 13. (a) IF THE BUILDING IS COMPLETE, ATTACH COPIES OF DETAILED SITE PLANS OF SAID BUILDING INCLUDING OUTSIDE PREMISES AND FLOOR PLAN.

(b) IF THE BUILDING IS PROPOSED, ATTACH COPIES OF PROPOSED SITE PLAN AND SPECIFICATIONS AND BUILDING PERMIT OF THE PROPOSED BUILDING.

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 FLORIDA, ORANGE COUNTY

I, Joseph G. Kern, 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.



APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Joseph G. Kern SIGNED 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, THE 2nd DAY OF November, 20 18.





NOTARY PUBLIC

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:

73996
Federal Work Authorization User Identification Number

1/1/12
Date of Authorization

GMRI, Inc.
Name of Private Employer

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

Executed on November, 2, 2018 in Orlando (city), FL (state).


Signature of Authorized Officer or Agent

Joseph G. Kern, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2nd DAY OF November, 2018.


NOTARY PUBLIC

My Commission Expires: 7/17/19



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:

73996
Federal Work Authorization User Identification Number

1/1/12
Date of Authorization

GMRI, Inc.
Name of Private Employer

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

Executed on January, 16, 2019 in Orlando (city), FL (state).

[Signature]
Signature of Authorized Officer or Agent

Colleen H. Lyons, Secretary
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 16th DAY OF January, 2019.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7/17/19



APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

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

- (a) Date of Incorporation/Organization: 7/13/15
- (b) Place of Incorporation/Organization: Florida
- (c) State Parent Corporation, if applicable: GMRI, Inc.
- (d) Number of Shares of Capital Stock Authorized, if applicable: 100
- (e) Number of Shares of Outstanding Stock, if applicable: 0
- (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 %
<u>Joseph G. Kern</u>		<u>President</u>	<u>0</u>
<u>Colleen H. Lyons</u>		<u>Secretary</u>	<u>0</u>

- (g) Is the corporation owned by a parent corporation or held by a holding company? GMRI, Inc.
If yes, explain: see attached

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: Wells Fargo, N.A
- (b) State total amount of capital that is or will be invested in the business by any party or parties: _____
All funds are from continuing operations of other Olive Garden Holdings, LLC locations.
- (c) State total amount of funds invested by the owner: \$5,360,624.00
- (d) State total amount of funds invested by parties other than the owner: N/A
- (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate
<u>N/A</u>			

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:** Kern Joseph George
Last First Middle

RESIDENCE: _____
Street Number Street Name

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
 Manager Employee: _____

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

NAME OF BUSINESS: Olive Garden Holdings, LLC d/b/a The Olive Garden Italian Restaurant #6425

LOCATION: 15 Wallace Blvd.
Street Number Street Name P. O. Box

Dawsonville GA 30534 TBD
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:** N/A

6. **DATE OF BIRTH:** _____ **PLACE OF BIRTH:** _____

SSN: _____ **SEX:** MALE FEMALE **RACE:** _____

COLOR OF HAIR: _____ **COLOR OF EYES:** _____

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

8. SINGLE MARRIED WIDOWED DIVORCED SEPARATED

IF MARRIED OR SEPARATED, COMPLETE INFORMATION LISTED BELOW:

FULL NAME OF SPOUSE: _____ SSN# _____

MAIDEN NAME: _____ PLACE OF BIRTH: _____

DATE OF BIRTH: _____ NAME AND ADDRESS OF SPOUSE'S EMPLOYER:

9. STATE ANY OTHER NAMES THAT YOU HAVE USED: MAIDEN NAME, NAMES BY FORMER MARRIAGES, FORMER NAMES CHANGED LEGALLY OR OTHERWISE, ALIASES, NICKNAMES, ETC. SPECIFY WHICH, SHOW DATES, ETC.: Alias/nickname - Joe Kern

10. EMPLOYMENT RECORD FOR THE PAST TEN (10) YEARS. (LIST THE MOST RECENT EXPERIENCE FIRST).

<i>From Mo/Yr</i>	<i>To Mo/Yr</i>	<i>Occupation & Duties Performed</i>	<i>Salary Received</i>	<i>Employer (Business Name)</i>	<i>Reason for Leaving</i>
<u>4/2001</u>	<u>Current</u>	<u>Corporate Officer</u>		<u>Darden Restaurants, Inc.</u>	<u>- still employed</u>

11. LIST IN REVERSE CHRONOLOGICAL ORDER ALL OF YOUR RESIDENCES FOR THE PAST TEN (10) YEARS:

<i>From</i>	<i>To</i>	<i>Street</i>	<i>City</i>	<i>State</i>
	<u>present</u>		<u>Orlando</u>	<u>FL</u>
			<u>Orlando</u>	<u>FL</u>
	<u>?</u>		<u>Orlando</u>	<u>FL</u>

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 _____

IF YOUR ANSWER IS "YES" TO NUMBER 14, GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH: Mr. Kern serves as an officer of various entities which hold alcohol licenses.
Please see attached a list of related businesses of Darden Restaurants, Inc. and its subsidiaries.

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

IF SO, GIVE DETAILS: _____

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: See attached

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? Florida

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. John Lushetsky: _____

- 2. Susan Ventura: _____

- 3. Eddie Francis: _____

- 4. Andrew Worrell: _____

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:



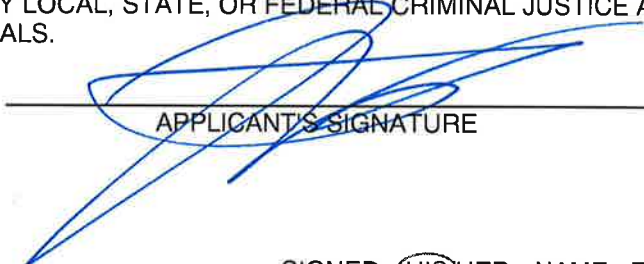
NOTE: ATTACH A COPY OF YOUR DRIVER'S LICENSE TO THIS FORM.

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, Joseph G. Kern, 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 Joseph G. Kern SIGNED HIS 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 14th DAY OF November, 2018





NOTARY PUBLIC

List of GA locations

Restaurant	Address	City	State	Zip Code
Bahama Breeze #3006	3590 Breckinridge Blvd	Duluth	GA	300964911
Bahama Breeze #3009	755 Ernest W Barrett Pkwy Nw	Kennesaw	GA	301444924
Capital Grille #8016	255 E. Paces Ferry Road	Atlanta	GA	30305
Capital Grille #8050	94 Perimeter Center West	Atlanta	GA	30346
Cheddar's Scratch Kitchen #2179	1111 North Westover Blvd	Albany	GA	317076640
Cheddar's Scratch Kitchen #2180	2040 Oconee Connector	Athens	GA	306065785
Cheddar's Scratch Kitchen #2181	3609 Walton Way Extension	Augusta	GA	309091834
Cheddar's Scratch Kitchen #2182	5555 Whittlesey Blvd	Columbus	GA	319097212
Cheddar's Scratch Kitchen #2183	1965 Jonesboro Road	McDonough	GA	302535972
Cheddar's Scratch Kitchen #2184	1195 Dawsonville Hwy NW	Gainesville	GA	305012601
Cheddar's Scratch Kitchen #2185	4040 Riverside Drive	Macon	GA	312101805
Cheddar's Scratch Kitchen #2186	1425 Benton Blvd	Pooler	GA	313222052
Cheddar's Scratch Kitchen #2187	270 Norman Drive	Valdosta	GA	316015100
Cheddar's Scratch Kitchen #2188	2915 Watson Blvd	Warner Robins	GA	310938535
Cheddar's Scratch Kitchen #2189	551 Canal Road	Brunswick	GA	315256723
LongHorn Steakhouse #5002	4721 Lower Roswell Rd	Marietta	GA	30068
LongHorn Steakhouse #5005	6390 Roswell Road	Sandy Springs	GA	30328
LongHorn Steakhouse #5007	900 Mansell Road	Roswell	GA	30076
LongHorn Steakhouse #5008	4315 Hugh Howell Road	Tucker	GA	30084
LongHorn Steakhouse #5010	2700 Town Center Drive Suite 7	Kennesaw	GA	30144
LongHorn Steakhouse #5011	8471 Hospital Drive	Douglasville	GA	30134
LongHorn Steakhouse #5022	2120 Killian Hill Road	Snellville	GA	30039
LongHorn Steakhouse #5024	3201 Macon Road	Columbus	GA	31906
LongHorn Steakhouse #5025	144 Shorter Avenue	Rome	GA	30165
LongHorn Steakhouse #5027	3072 Riverside Drive	Macon	GA	31210
LongHorn Steakhouse #5028	7825 Abercorn Expressway	Savannah	GA	31406
LongHorn Steakhouse #5033	3241 Washington Road	Augusta	GA	30907
LongHorn Steakhouse #5043	1355 East-West Connector Suite B-1	Austell	GA	30106
LongHorn Steakhouse #5054	1709 Browns Bridge Road	Gainesville	GA	30501
LongHorn Steakhouse #5056	2633 Floy Farr Parkway	Peachtree City	GA	30269
LongHorn Steakhouse #5071	1110 N St Augustine Rd	Valdosta	GA	31601
LongHorn Steakhouse #5077	800 Lawrenceville-Suwanee Rd	Lawrenceville	GA	30043
LongHorn Steakhouse #5084	296 Northside Drive East	Statesboro	GA	30458
LongHorn Steakhouse #5089	2733 Dawson Road	Albany	GA	31707
LongHorn Steakhouse #5093	463 East Main Street	Cartersville	GA	30120
LongHorn Steakhouse #5097	2256 Mt Zion Parkway	Morrow	GA	30260
LongHorn Steakhouse #5101	2636 Dallas Highway Sw	Marietta	GA	30064
LongHorn Steakhouse #5103	10845 Medlock Bridge Road	Johns Creek	GA	30097
LongHorn Steakhouse #5106	925 Market Place Blvd	Cumming	GA	30041
LongHorn Steakhouse #5111	2901 Watson Blvd	Warner Robins	GA	31093
LongHorn Steakhouse #5112	1375 Riverstone Pkwy	Canton	GA	30114
LongHorn Steakhouse #5116	1112 Bullsboro Drive	Newnan	GA	30264
LongHorn Steakhouse #5119	1420 Towne Lake Pkwy	Woodstock	GA	30189
LongHorn Steakhouse #5120	1800 Mall Of Georgia Blvd	Buford	GA	30519
LongHorn Steakhouse #5130	1315 West Walnut Ave	Dalton	GA	30720
LongHorn Steakhouse #5170	4800 Jimmy Lee Smith Pkwy	Hiram	GA	30141
LongHorn Steakhouse #5177	1856 Jonesboro Rd	McDonough	GA	30253
LongHorn Steakhouse #5179	1314 U.S. Hwy 82 W	Tifton	GA	31793
LongHorn Steakhouse #5186	3480 Camp Creek Pkwy	East Point	GA	30344
LongHorn Steakhouse #5224	795 Highway 400 South	Dawsonville	GA	30534
LongHorn Steakhouse #5244	6112 Pavilion Way Nw	Covington	GA	30014
LongHorn Steakhouse #5246	2430 Piedmont Road	Atlanta	GA	30324
LongHorn Steakhouse #5247	1155 Bankhead Highway	Carrollton	GA	30117
LongHorn Steakhouse #5259	30769 Hwy 441 South	Commerce	GA	30529
LongHorn Steakhouse #5261	30 Highland Xing S	East Ellijay	GA	305402349
LongHorn Steakhouse #5265	3366 Cobb Parkway Nw	Acworth	GA	30101

List of GA locations

LongHorn Steakhouse #5274	300 Pooler Parkway	Pooler	GA	31322
LongHorn Steakhouse #5288	100 Hampton Court	Perry	GA	31069
LongHorn Steakhouse #5297	1518 Lafayette Parkway	La Grange	GA	30241
LongHorn Steakhouse #5301	1350 Scenic Hwy Bldg 700	Snellville	GA	30078
LongHorn Steakhouse #5302	1301 Lovers Lane Rd	Calhoun	GA	30701
LongHorn Steakhouse #5311	1000 Glynn Isles Parkway	Brunswick	GA	31525
LongHorn Steakhouse #5324	106 Travel Center Blvd	Dublin	GA	310211240
LongHorn Steakhouse #5329	185 Martin Luther King Jr. Blvd	Monroe	GA	30655
LongHorn Steakhouse #5346	278 Carpenters Cove Lane	Cornelia	GA	30531
LongHorn Steakhouse #5362	1294 Sw Iris Drive	Conyers	GA	30094
LongHorn Steakhouse #5365	21 Constitution Avenue	Thomasville	GA	31757
LongHorn Steakhouse #5379	1653 N Expressway	Griffin	GA	30224
LongHorn Steakhouse #5391	121 Crown Pointe	Kingsland	GA	31548
LongHorn Steakhouse #5409	1320 Hwy 85 North	Fayetteville	GA	30214
LongHorn Steakhouse #5413	2170 W. Broad Street	Athens	GA	30606
LongHorn Steakhouse #5420	5435 Whittlesey Blvd.	Columbus	GA	31909
LongHorn Steakhouse #5449	2470 North Columbia St. Suite 35	Milledgeville	GA	31061
LongHorn Steakhouse #5470	2955 Cobb Parkway, Suite 810 Suite 810	Atlanta	GA	30339
LongHorn Steakhouse #5532	420 Exchange Blvd.	Bethlehem	GA	30620
LongHorn Steakhouse #5562	2892 North Druid Hills Road	Atlanta	GA	30329
LongHorn Steakhouse #5564	825 West Oglethorpe Highway	Hinesville	GA	31313
LongHorn Steakhouse #5592	1095 Cobb Place Blvd NW	Kennesaw	GA	30144
Olive Garden #1045	1176 Mount Zion Road	Morrow	GA	302602220
Olive Garden #1070	3565 Mall Blvd	Duluth	GA	300964710
Olive Garden #1102	2736 Washington Rd	Augusta	GA	309092293
Olive Garden #1136	2467 Cobb Parkway Se	Smyrna	GA	30080
Olive Garden #1152	429 Barrett Pkwy	Kennesaw	GA	301444959
Olive Garden #1338	905 Holcomb Bridge Rd	Roswell	GA	300761905
Olive Garden #1529	11333 Abercorn St	Savannah	GA	314191825
Olive Garden #1531	6710 Douglas Blvd	Douglasville	GA	301351599
Olive Garden #1532	3220 Buford Dr	Buford	GA	305194956
Olive Garden #1594	3011 Turner Hill Road	Lithonia	GA	30038
Olive Garden #1605	5555 Whittlesey Blvd	Columbus	GA	31909
Olive Garden #1625	3666 Atlanta Highway	Athens	GA	306063149
Olive Garden #1633	4749 Ashford Dunwoody Road	Dunwoody	GA	303385503
Olive Garden #1658	212 Newnan Crossing Bypass	Newnan	GA	30263
Olive Garden #1729	789 Turner Mccall Blvd., Ne	Rome	GA	30161
Olive Garden #1744	1961 Jonesboro Road	McDonough	GA	302535972
Olive Garden #1769	3020 Watson Blvd	Warner Robins	GA	310938500
Olive Garden #1798	2040 Cumming Highway	Canton	GA	30114
Olive Garden #1837	201 Henry Blvd	Statesboro	GA	30458
Olive Garden #1881	1175 Dawsonville Hwy Nw	Gainesville	GA	30501
Olive Garden #1886	1565 Scenic Highway	Snellville	GA	30078
Olive Garden #1887	1315 N. St. Augustine Road	Valdosta	GA	31601
Olive Garden #4404	1380 Highway 85	Fayetteville	GA	30214
Olive Garden #4436	1379 South Park Street	Carrollton	GA	30117
Olive Garden #4437	2701 Dawson Road	Albany	GA	31707
Olive Garden #4459	1208 US Hwy. 82 West	Tifton	GA	31793
Olive Garden #4472	280 Pooler Parkway	Pooler	GA	31322
Olive Garden #5808	600 Glynn Isles Parkway	Brunswick	GA	31525
Olive Garden #5814	2497 Memorial Drive	Waycross	GA	31501
Olive Garden #6411	4950 Riverside Drive	Macon	GA	31210
Seasons 52 #4506	3050 Peachtree Rd. Nw	Atlanta	GA	30305
Seasons 52 #4507	90 Perimeter Center West Perimeter Mall	Atlanta	GA	30346
Yard House #8337	261 19th Street NW #1100	Atlanta	GA	30363
Yard House #8375	825 Battery Avenue Suite 320	Atlanta	GA	30339

REST #	COUNTY	CITY	ST	DATE OCCURRED	DATE TYPE	ID'd yes/no	Liquor License Suspended	DESCRIPTION	OUTCOME	CITED	PENALTY
RL 0091	Dekalb	Tucker	GA	2/19/1981	2			Cashier working without liquor permit	\$25.00 fine	Employee	25.00
RL 0055	Clayton	Jonesboro	GA	1/10/1984	1			Sale to minor	Dismissed	Employee	0.00
RL 0049	Dekalb	Decatur	GA	7/12/1984	2			Underage hostess working w/o work permit	Dismissed	Employee	0.00
RL 0091	Dekalb	Tucker	GA	11/10/1987	2			Violation of liquor sign regulations	\$110.00 fine	GMRI, Inc.	110.00
RL 0036	Clarke	Athens	GA	2/22/1988	1			Sale to minor	\$300 fine/rest. on 4 mo. probation	Employee	300.00
RL 0089	Fulton	Atlanta	GA	4/28/1988	2			Employing 2 persons without liquor permits	\$110.00 fine	GMRI, Inc.	110.00
OG 1070	Gwinnett	Duluth	GA	10/17/1989	2			Advertising wine for lunch on blackboard & lunch menu	\$55.00 fine	GMRI, Inc.	55.00
RL 0035	Muscogee	Columbus	GA	8/14/1990	2			Failure to have ABC laws on premises	\$32.00 fine	GMRI, Inc.	32.00
RL 0565	Lowndes	Valdosta	GA	12/2/1991	2			Accepting free beer from distributor	Pd. \$200 fine in lieu of susp. of liquor lic. and 12 months probation	GMRI, Inc.	200.00
OG 1070	Gwinnett	Duluth	GA	1/23/1992	1			Sale to minor	Pd \$150 fine-12 mo prob. eff. 5/14/92	GMRI, Inc.	150.00
RL 0397	Gwinnett	Duluth	GA	10/26/1994	1			Sale to minor	Pd \$200 fine/12 mo suspension eff. 2/12/95	GMRI, Inc.	200.00
RL 0331	Fulton	Roswell	GA	1/18/1995	1			Sale to minor	8/14/95 Pd \$1,000 donation to local charity in lieu of 30 day suspension	GMRI & Employee	1,000.00
OG 1338	Fulton	Roswell	GA	1/18/1995	1			Sale to minor	8/14/95 Pd \$1,000 donation to local charity in lieu of 30 day suspension	GMRI & Employee	1,000.00
RL 0397	Gwinnett	Duluth	GA	2/27/1996	1			Sale to minor/Sting; employing person w/out permit	Pd. \$375 fine	GMRI/MGR/Server	375.00
OG 1328	Gwinnett	Snellville	GA	2/27/1996	1			Sale to minor/Sting; employing person w/out permit	Pd.\$200 fine	GMRI/MGR/Server	200.00
RL 0612	Hall	Gainesville	GA	10/10/1997	1	No	Yes	Sale to minor - failed to card 18 yr old	City - 4 day suspension begin 11/2 - 11/5/97. state - Pd. \$250.00 fine	GMRI, Inc.	250.00
RL 0397	Gwinnett	Duluth	GA	6/14/1999	2			Employee without local alcohol permit	Pd. \$250.00 fine to the city & \$50.00 to the state	GMRI, Inc.	\$300.00 total fine
RL 0397	Gwinnett	Duluth	GA	6/30/1999	2			Employee without local alcohol permit	Paid \$50.00 fine	GMRI, Inc.	50.00
RL 0331	Fulton	Roswell	GA	7/19/1999	1			Sale to Minor	City dropped charges - Pd \$300.00 fine to the state - license on probation until 9/2000.	GMRI, Inc.	300.00
BB 3006	Gwinnett	Duluth	GA	12/13/1999	2			1 employee cited without local permit card	Fine dismissed and license placed on probation for 1 year from 1/19/00.	GMRI, Inc.	N/A
OG 1531	Douglas	Douglasville	GA	4/26/2001	1			Sale to Minor (Sting Operation)	City - Received 6 months probation. State - \$500 fine and 12 months probation.	GMRI & server	N/A
RL 0048	Bibb	Macon	GA	5/16/2001	2			No current liquor license-renewal late	Pd. \$286.60 fine by manager	Manager	286.60
RL 0273	Floyd	Rome	GA	10/13/2001	1		Yes	Sale to Minor/Sting - Server with no Alcohol I.D. Card	4 days suspension 11/7 - 11/10/01	GMRI, Bartender & Server	0.00
RL 0036	Clarke	Athens	GA	4/25/2002	1	No		Sale to minor/sting (didn't ask for ID)	City ordered to have all alcohol related employees TAMS certified, pd \$500 fine at state	GMRI by state	500.00
OG 1045	Clayton	Morrow	GA	6/26/2002	1			Sale to minor/sting	pd. \$500 fine to state	GMRI, Inc.	500.00
RL 0036	Clarke	Athens	GA	8/6/2002	1	Yes	Yes	Sale to Minor/Sting (carded but misread)	State pending - City liquor license suspended for 10 days beginning 11/5/02	GMRI & Bartender	0.00
RL 6238	Rockdale	Conyers	GA	12/5/2002	1	Yes		Sale to Minor Violation "Sting" Carded but misread I.D.	Paid \$200.00 fine and liquor license in on probation until 2/19/04.	GMRI and Bartender	200.00
RL 0889	Bartow	Cartersville	GA	5/20/2003	1			Sale to Minor violation (Sting Operation)	Paid \$1,000 fine and 12 months probation beginning 10/21/03.	Bartender & GMRI	1,000.00
OG 1531	Douglas	Douglasville	GA	7/17/2003	1			Sale to Minor violation (Sting Operation)	Paid a \$1,000 fine to the state. The city never sent a citation.	GMRI & server	1,000.00

List of GA violations

SB	7544	Hall	Gainesville	GA	3/19/2004	1	Yes	Sale to Minor (sting); bartender asked for ID, but person could not find it. Bt served beer.	7 day suspension from City (4/15 - 4/21/04); Paid \$500.00 fine to state	GMRI, Inc.	500.00
RL	0392	Cobb	Smyrna	GA	10/12/2004	1	Yes	Sale to minor - requested ID	12 months probation	GMRI, Inc.	0.00
OG	1625	Clarke	Athens	GA	8/25/2005	1	Yes	Sale to minor - sting - ID requested but did not read it correctly	Paid \$250 fine and on probation until 12/31/05 and submit list of all alcohol related employees to Hearing Officer	GMRI, Inc.	250.00
OG	1045	Clayton	Morrow	GA	10/19/2005	1	No	Sale to minor - sting - did not ask for ID	Paid 500 fine and probation for 12 months	GMRI, Inc.	500.00
SB	7579	Clayton	Morrow	GA	10/19/2005	1	No	Sale to minor - sting - did not ask for ID	Paid 500 fine and probation for 12 months	GMRI, Inc.	500.00
OG	1152	Cobb	Kennesaw	GA	2/28/2006	1	No	Sale to minor - did not card	Six months probation beginning 4/27/06. All mgrs must attend RAASS workshop.	GMRI & bartender	0.00
RL	6302	Henry	McDonough	GA	3/9/2006	1	No	sale to minor - sting - did not ask for ID	Paid \$250.00 fine.	GMRI, Inc.	250.00
BB	3006	Gwinnett	Duluth	GA	8/10/2006	1	No	Sale to minor - did not card	Paid \$250.00 fine and placed on 12 month probation beginning 8/28/06	GMRI, Inc.	250.00
RL	0433	Cobb	Kennesaw	GA	10/30/2006	1	Yes	Sale to minor sting - bartender misread	3/13/07 Board of Commissioners upheld the 14 day suspension. Suspension served 3/14/07 - 3/28/07. 12/7/06 the LRB assessed a 14 day suspension. SVP M. Stroud wants to appeal to Board of Commissioners in hopes of a 7 day penalty. M. Sard sent letter or appeal 12/18/06	GMRI, Inc.	250.00
RL	6325	Muscogee	Columbus	GA	1/25/2007	1	No	Sale to minor sting - bartender did not card	State sting operation. Paid \$250.00 fine and placed on 12 months probation.	GMRI, Inc.	250.00
RL	6238	Rockdale	Conyers	GA	2/1/2007	1	No	Sale to minor sting - employee did not card ABC agent or decoy	State sting operation. Paid \$250.00 fine and placed on 12 months probation.	GMRI, Inc.	250.00
SB	7579	Clayton	Morrow	GA	2/16/2007	1	No	Sale to minor - sting - did not ask for ID	Server was cited by City of Morrow Police. Awaiting notice of action against corp.	Employee	
LH	5084	Bulloch	Statesboro	GA	5/9/2007	1	Unk	Employee sold alcohol to a minor	\$250.00	RARE Hospitality International, Inc.	250.00
RL	0036	Clarke	Athens	GA	6/27/2007	1	Yes	Sale to Minor/Sting (carded but misread)	Penalty reduced from 3 day suspension to \$500.00 fine & retraining of all servers, bartenders & managers (using GMRI program.) Paid fine 8/13/07. Must provide certification of retraining prior to 11/5/07. // Certification sent 10/30/07	GMRI & Bartender	500.00
OG	1045	Clayton	Morrow	GA	8/16/2007	1	No	Sale to minor - sting. Miscommunication between take-out specialist and bartender. Bartender served after thinking take out specialist had already carded guest.	Paid a \$1,000 fine to the state & was placed on probation until 9/12/08	GMRI, Inc.	0.00
OG	1633	Dekalb	Dunwoody	GA	8/22/2007	2	Yes	2 employees didn't have their alcohol server permit	pd fine \$272.00 - no court.	employee	272.00
LH	5259		Commerce	GA	9/13/2007	1	Unk	Employee sold alcohol to a minor	Paid state \$250.00 fine + 12 month probation (10/24/07-10-24/08)//Filed plea of no contest 10/22/07	RARE Hospitality International, Inc.	250.00
OG	1633	Dekalb		GA	10/3/2007	2		2 employees working without their employee permit	Paid \$136.00 for each ee = \$272.00	GMRI, Inc.	272.00
RL	0036	Clarke	Athens	GA	10/17/2007	1	Yes	Sale to Minor/Sting - carded and refused to sell to one decoy. During the resulting dialogue, forgot to card the second decoy.	Charge was dismissed as the Solicitor had concerns about the way the compliance check was conducted.	GMRI & Bartender	0.00

List of GA violations

LH	5025	Floyd	Rome	GA	10/18/2007	1	Yes	Yes	Sale to minor sting - Employee initially asked for ID but still served after minor said ID was in the car.	Served 4 day suspension 12/5/07-12/8/07 for city case. Still awaiting penalty from state case.	RARE Hospitality International, Inc.	
OG	1729	Floyd	Rome	GA	10/18/2007	1	No	Yes	Sale to minor sting. Employee did not ask for ID	///Cited by both the city & the state. Served 4 day license suspension for city citation 12/5/07 - 12/8/07. Awaiting final notice from state.	GMRI, Inc.	250.00
LH	5297	Troup	LaGrange	GA	11/29/2007	1	No		sale to minor violation - sting	Paid \$250 fine to state and license on 12 months probation from 1-9-08	RARE Hospitality International, Inc.	250.00
RL	0895	Coweta	Newnan	GA	2/12/2008	1	Yes		Sale to minor sting. Employee asked for ID. When decoy could not provide it, employee served anyway.	Paid \$250.00 fine and placed on 12 months of probation (4/2/08 - 4/1/09). /// Faxed plea of no contest to state 3/4/08. Anticipate \$250.00 fine + probation	GMRI, Inc.	250.00
LH	5054	Hall	Gainesville	GA	5/2/2008	1	Yes	Yes	Sale to Minor sting	Assessed a \$250.00 fine by the state & placed on a 12 month probation 5/21/08 - 5/20/09. Also, assessed a 17 day suspension at 6/5 city hearing to be served 6/6/08 - 6/22/08. Still awaiting outcome from state case. ///Cited by both city & state. Atty Ab Hayes to attend 6/5 city hearing with MP & RM. Sent waiver to state 5/15/08	RARE Hospitality International, Inc. & ee	250.00
OG	1729	Floyd	Rome	GA	5/29/2008	1	No	Yes	Sale to minor sting. Employee did not ask for ID	Paid \$1,100 state fine and an additional \$786.00 reinstatement check to the city (10% of annual license fee.) City also assessed a 6 day license suspension 8/5/08 - 8/10/08 reduced from 10 day standard penalty for 2nd violation	GMRI, Inc.	1,100.00
LH	5033		Augusta	GA	11/25/2008	2			Failure to maintain 3 years of alcohol invoices on the premises	Warning issued	Rare Hospitality International, Inc.	0.00
OG	1102	Richmond	Augusta	GA	2/17/2009	3	N/A		Failure to keep invoices on premises for 3 yrs and Failure to Post Alcohol Warning Signs	Paid \$100 fine for violations and \$100 to failure to respond to the citation at hearing.	GMRI, Inc.	200.00
LH	5027	Bibb	Macon	GA	4/8/2009	1	No		Sale to minor - Compliance check; bartender did not ask for ID	Paid \$500 fine and placed on probation for 12 months from 7/8/09 to 7/8/10	RARE Hospitality International, Inc.	500.00
RL	0392	Cobb	Smyrna	GA	8/27/2009	1	Yes	Yes	Sale to Minor Sting	One Day suspension ordered for 11/23/09	GMRI, Inc.	0.00
RL	0273		Rome	GA	10/16/2009	2			Employee with no permit present and on his person	Given a warning at hearing. Employee had the permit at home but not on his person and this was a first offense for restaurant.		
LH	5112	Cherokee	Canton	GA	5/18/2010	1	Yes		Sale to minor (compliance check)	Ordered at violation hearing to pay \$500 fine and 12 months probation; MP must attend prevention program within 30 days and a second time within 60 days; and conduct employee prevention training classes 4 times over the next 12 months. Must report all trainings to the Court	Employee and RHI	500.00
LH	5008	Dekalb	Tucker	GA	8/3/2010	1	NO		Sale to minor	\$500.00 fine & 12-months probation- PAID 12/17/10	RARE Hospitality International, Inc.	\$500.00 & 12 months probation
RL	0055	Clayton	Jonesboro	GA	9/13/2010	1	No		Sale to minor	3/11/11-Paid \$500 fine.		0.00
LH	5261	Gilmer	Ellijay	GA	12/1/2010	1	No		Sale to minor			

List of GA violations

LH	5261		Ellijay	GA	12/11/2010	1				Sale to Minor Sting	Paid \$500 fine and 12 months probation	RARE Hospitality International, Inc.	500.00
RL	0674		Perry	GA	3/28/2011	1	No			Sale to Minor Sting	No action 3/20/12		
LH	5288		Perry	GA	3/28/2011	1	No			Sale to Minor Sting	No action 3/20/13; No action 12/10/12		
RL	0048	Bibb	Macon	GA	3/29/2011	1	No			Sale to Minor Sting	No action 12/10/12		
RL	0035	Muscogee	Columbus	GA	4/6/2011					Sale to Minor Sting-Rec'd 1st notification of violation on 6/20/11 when rest faxed copy of executive order which included \$100 penalty for failure to respond to citation.	Paid \$1,000 plus \$100 penalty & 12 mos. Probation	GMRI, Inc.	1,100.00
LH	5028		Savannah	GA	5/12/2011	1				Sale to Minor Sting	Paid \$500 fine and 12 months probation	RARE Hospitality International, Inc.	500.00
OG	1881	Hall	Gainesville	GA	10/16/2011	1	No	Yes		STM Sting-Bartender did not ID. State & City	PAID \$500 FINE & SERVED 3 DAY SUSPENSION. 10/31/11-City issued 5 day suspension, but removed 2 days if we suspended that day. No sales 10/31, 11/1 & 11/2.	GMRI, INC	
RL	6250	Cobb	Austell	GA	3/20/2012	2		No		Employees working w/o work permits.	Paid \$337.50 fine.		
RL-SYN	5813	Ware	Waycross	GA	11/5/2012					STM-Employee did not ID.	Paid \$500 fine.	GMRI, Inc-RL License of Synergy	500.00
RL	0290		Augusta	GA	1/23/2013	1	No			Sale to Minor	Paid \$1,100 fine		
RL	0392		Smyrna	GA	2/19/2013		yes			Sale to Minor	1 year probation-hearing w/counsel on 3/27/13	GMRI, Inc.	
LH	5413	Athens-Clarke	Athens	GA	6/19/2013	1	Yes			Sale to minor	Paid \$500 fine and must enroll all employees and managers who serve alcohol in TAMS training to be completed no later than 11/6/2013	RHII	500.00
LH	5413	Athens-Clarke	Athens	GA	6/19/2013		Yes			Sale to Minor	Paid \$500.00 fine and must enroll in TAM training		
RL	6238	Rockdale	Conyers	GA	10/7/2013					License not posted	Paid \$480.50	RHII	480.50
LH	5301	Gwinnett	Snellville	GA	11/6/2013	1	No			STM Sting-Servers cited. Rest citation pending as of 2/14/14 (lab).			
RL	6238	Rockdale	Conyers	GA	11/21/2013	1	No			Sale to Minor Sting	Paid \$500 fine online.	GMRI, Inc.	500.00
LH	5259	Banks	Commerce	GA	3/27/2015	1				Sale to Minor	County ordered 6 months probation. Paid state \$500 online on 8/25/15. State probation until 5/20/16. (lkc)	RHII	
LH	5274		Pooler	GA	5/8/2015	1				Failed city STM sting. Bartender was arrested but no action taken on corp. State has now cited corp for city STM sting and failure to notify state of city sting Pleas of no contest faxed to state 7/17/15.	Paid \$1,1050 fine + 12 months probation beginning 8-6-15	GMRI & bartender	1,050.00
OG	4472		Pooler	GA	5/8/2015	1				Failed city STM sting. Bartender was arrested but no action taken on corp. State has now cited corp for city STM sting and failure to notify state of city sting Pleas of no contest faxed to state 7/17/15.	Paid \$1,1050 fine + 12 months probation beginning 8-6-15	GMRI & bartender	
LH	5120	Gwinnett	Burford	GA	7/23/2015	1	yes	No		Employee failed county compliance sting	Employee was cited. Sent notice of the failed sting to DOR 7-28-15	Employee	
LH	5346		Comelia	GA	3/1/2018	1	No	No		Sale to Minor	Dismissed	LongHorn Steakhouse and Employee	N/A

List of GA violations

LH	5449	Baldwin	Milledgeville	GA	9/20/2018	1		No	Sale to Minor	Hrg 1/9/19	RARE Hospitality International, Inc. dba Long-Horn Steakhouse	
LH	5093	Bartow	Cartersville	GA	12/11/2018	1	Yes	No	Sale to Minor	3 yrs probation & \$1000 fine; sent fine to City 1/11/19	RARE Hospitality International Inc dba Long-Horn	1,000.00

Dawson County, Georgia Board of Commissioners
Affidavit for Issuance of a Public Benefit
As Required by the Georgia Illegal Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a Dawson County Business License, Out of County Business Registration, Alcohol License, or other public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following with respect to my application for such Dawson County public benefit.

 x I am a United States citizen.

 I am a legal permanent resident of the United States. *(FOR NON-CITIZENS)*

 I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. *(FOR NON-CITIZENS)*

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one **secure and verifiable document**, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. *(See reverse side of this affidavit for a list of secure and verifiable documents.)*

The secure and verifiable document provided with this affidavit can best be classified as:

 Driver's license

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Orlando (city), Florida (state)

Signature of Applicant

 11/2/18
Date

 Joseph G. Kern
Printed Name

 The Olive Garden Italian Restaurant #6425
Name of Business

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 2nd DAY OF November , 20 18



 Leanne K. Calderon Notary Public

My Commission Expires: 7/17/19

This affidavit is a State of Georgia requirement that must be completed for initial applications and renewal applications for public benefits as referenced in O.C.G.A § 50-36-1(a)(3). The person who has made application for access to public benefits on behalf of an individual, business, corporation, partnership or other private entity must complete and sign the affidavit and provide a secure and verifiable document.

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:** Lyons Colleen
Last First Middle

RESIDENCE: _____
Street Number Street Name

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: Secretary & Treasurer
 Manager Employee: _____

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

NAME OF BUSINESS: Olive Garden Holdings, LLC d/b/a The Olive Garden Italian Restaurant #6425

LOCATION: 15 Wallace Blvd.
Street Number Street Name P. O. Box

Dawsonville GA 30534 TBD
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:** N/A

6. **DATE OF BIRTH:** _____ **PLACE OF BIRTH:** _____

SSN: _____ **SEX:** MALE FEMALE **RACE:** White

COLOR OF HAIR: _____ **COLOR OF EYES:** _____

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

IF YOUR ANSWER IS "YES" TO NUMBER 14, GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH: Ms. Lyons serves as an officer of various entities which hold alcohol licenses.

Please see attached list of related businesses of Darden Restaurants, Inc. and its subsidiaries.

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

IF SO, GIVE DETAILS: _____

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: See attached

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? Florida

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. Gerald Watts; _____

- 2. Deborah Van Horn; _____

- 3. Charla Zechmeister _____

- 4. Clintina Watts; _____

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:



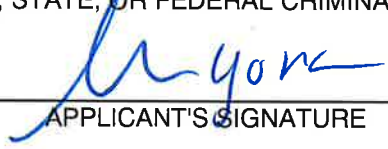
NOTE: ATTACH A COPY OF YOUR DRIVER'S LICENSE TO THIS FORM.

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.

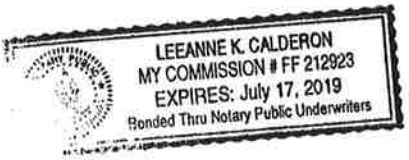
I, Colleen H. Lyons, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC 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 Colleen H. Lyons 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 14th DAY OF November, 2018.





NOTARY PUBLIC

Dawson County, Georgia Board of Commissioners
Affidavit for Issuance of a Public Benefit
As Required by the Georgia Illegal Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a Dawson County Business License, Out of County Business Registration, Alcohol License, or other public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following with respect to my application for such Dawson County public benefit.

- x I am a United States citizen.
- I am a legal permanent resident of the United States. *(FOR NON-CITIZENS)*
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. *(FOR NON-CITIZENS)*

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one **secure and verifiable document**, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. *(See reverse side of this affidavit for a list of secure and verifiable documents.)*

The secure and verifiable document provided with this affidavit can best be classified as:

Driver's license

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Orlando (city), Florida (state)

Colleen H. Lyons
Signature of Applicant

1/16/19
Date

Colleen H. Lyons
Printed Name

The Olive Garden Italian Restaurant #6425
Name of Business



SUBSCRIBED AND SWORN BEFORE ME ON
THIS 16th DAY OF January, 20 19

LeeAnne K. Calderon Notary Public
My Commission Expires: 7/17/19

This affidavit is a State of Georgia requirement that must be completed for initial applications and renewal applications for public benefits as referenced in O.C.G.A § 50-36-1(a)(3). The person who has made application for access to public benefits on behalf of an individual, business, corporation, partnership or other private entity must complete and sign the affidavit and provide a secure and verifiable document.

Restaurant	Address	City	State	Zip Code
Bahama Breeze #3006	3590 Breckinridge Blvd	Duluth	GA	300964911
Bahama Breeze #3009	755 Ernest W Barrett Pkwy Nw	Kennesaw	GA	301444924
Capital Grille #8016	255 E. Paces Ferry Road	Atlanta	GA	30305
Capital Grille #8050	94 Perimeter Center West	Atlanta	GA	30346
Cheddar's Scratch Kitchen #2179	1111 North Westover Blvd	Albany	GA	317076640
Cheddar's Scratch Kitchen #2180	2040 Oconee Connector	Athens	GA	306065785
Cheddar's Scratch Kitchen #2181	3609 Walton Way Extension	Augusta	GA	309091834
Cheddar's Scratch Kitchen #2182	5555 Whittlesey Blvd	Columbus	GA	319097212
Cheddar's Scratch Kitchen #2183	1965 Jonesboro Road	McDonough	GA	302535972
Cheddar's Scratch Kitchen #2184	1195 Dawsonville Hwy NW	Gainesville	GA	305012601
Cheddar's Scratch Kitchen #2185	4040 Riverside Drive	Macon	GA	312101805
Cheddar's Scratch Kitchen #2186	1425 Benton Blvd	Pooler	GA	313222052
Cheddar's Scratch Kitchen #2187	270 Norman Drive	Valdosta	GA	316015100
Cheddar's Scratch Kitchen #2188	2915 Watson Blvd	Warner Robins	GA	310938535
Cheddar's Scratch Kitchen #2189	551 Canal Road	Brunswick	GA	315256723
LongHorn Steakhouse #5002	4721 Lower Roswell Rd	Marietta	GA	30068
LongHorn Steakhouse #5005	6390 Roswell Road	Sandy Springs	GA	30328
LongHorn Steakhouse #5007	900 Mansell Road	Roswell	GA	30076
LongHorn Steakhouse #5008	4315 Hugh Howell Road	Tucker	GA	30084
LongHorn Steakhouse #5010	2700 Town Center Drive Suite 7	Kennesaw	GA	30144
LongHorn Steakhouse #5011	8471 Hospital Drive	Douglasville	GA	30134
LongHorn Steakhouse #5022	2120 Killian Hill Road	Snellville	GA	30039
LongHorn Steakhouse #5024	3201 Macon Road	Columbus	GA	31906
LongHorn Steakhouse #5025	144 Shorter Avenue	Rome	GA	30165
LongHorn Steakhouse #5027	3072 Riverside Drive	Macon	GA	31210
LongHorn Steakhouse #5028	7825 Abercorn Expressway	Savannah	GA	31406
LongHorn Steakhouse #5033	3241 Washington Road	Augusta	GA	30907
LongHorn Steakhouse #5043	1355 East-West Connector Suite B-1	Austell	GA	30106
LongHorn Steakhouse #5054	1709 Browns Bridge Road	Gainesville	GA	30501
LongHorn Steakhouse #5056	2633 Floy Farr Parkway	Peachtree City	GA	30269
LongHorn Steakhouse #5071	1110 N St Augustine Rd	Valdosta	GA	31601
LongHorn Steakhouse #5077	800 Lawrenceville-Suwanee Rd	Lawrenceville	GA	30043
LongHorn Steakhouse #5084	296 Northside Drive East	Statesboro	GA	30458
LongHorn Steakhouse #5089	2733 Dawson Road	Albany	GA	31707
LongHorn Steakhouse #5093	463 East Main Street	Cartersville	GA	30120
LongHorn Steakhouse #5097	2256 Mt Zion Parkway	Morrow	GA	30260
LongHorn Steakhouse #5101	2636 Dallas Highway Sw	Marietta	GA	30064
LongHorn Steakhouse #5103	10845 Medlock Bridge Road	Johns Creek	GA	30097
LongHorn Steakhouse #5106	925 Market Place Blvd	Cumming	GA	30041
LongHorn Steakhouse #5111	2901 Watson Blvd	Warner Robins	GA	31093
LongHorn Steakhouse #5112	1375 Riverstone Pkwy	Canton	GA	30114
LongHorn Steakhouse #5116	1112 Bullsboro Drive	Newnan	GA	30264
LongHorn Steakhouse #5119	1420 Towne Lake Pkwy	Woodstock	GA	30189
LongHorn Steakhouse #5120	1800 Mall Of Georgia Blvd	Buford	GA	30519
LongHorn Steakhouse #5130	1315 West Walnut Ave	Dalton	GA	30720
LongHorn Steakhouse #5170	4800 Jimmy Lee Smith Pkwy	Hiram	GA	30141
LongHorn Steakhouse #5177	1856 Jonesboro Rd	McDonough	GA	30253
LongHorn Steakhouse #5179	1314 U.S. Hwy 82 W	Tifton	GA	31793
LongHorn Steakhouse #5186	3480 Camp Creek Pkwy	East Point	GA	30344
LongHorn Steakhouse #5224	795 Highway 400 South	Dawsonville	GA	30534
LongHorn Steakhouse #5244	6112 Pavilion Way Nw	Covington	GA	30014
LongHorn Steakhouse #5246	2430 Piedmont Road	Atlanta	GA	30324
LongHorn Steakhouse #5247	1155 Bankhead Highway	Carrollton	GA	30117
LongHorn Steakhouse #5259	30769 Hwy 441 South	Commerce	GA	30529
LongHorn Steakhouse #5261	30 Highland Xing S	East Ellijay	GA	305402349
LongHorn Steakhouse #5265	3366 Cobb Parkway Nw	Acworth	GA	30101

List of GA locations

LongHorn Steakhouse #5274	300 Pooler Parkway	Pooler	GA	31322
LongHorn Steakhouse #5288	100 Hampton Court	Perry	GA	31069
LongHorn Steakhouse #5297	1518 Lafayette Parkway	La Grange	GA	30241
LongHorn Steakhouse #5301	1350 Scenic Hwy Bldg 700	Snellville	GA	30078
LongHorn Steakhouse #5302	1301 Lovers Lane Rd	Calhoun	GA	30701
LongHorn Steakhouse #5311	1000 Glynn Isles Parkway	Brunswick	GA	31525
LongHorn Steakhouse #5324	106 Travel Center Blvd	Dublin	GA	310211240
LongHorn Steakhouse #5329	185 Martin Luther King Jr. Blvd	Monroe	GA	30655
LongHorn Steakhouse #5346	278 Carpenters Cove Lane	Cornelia	GA	30531
LongHorn Steakhouse #5362	1294 Sw Iris Drive	Conyers	GA	30094
LongHorn Steakhouse #5365	21 Constitution Avenue	Thomasville	GA	31757
LongHorn Steakhouse #5379	1653 N Expressway	Griffin	GA	30224
LongHorn Steakhouse #5391	121 Crown Pointe	Kingsland	GA	31548
LongHorn Steakhouse #5409	1320 Hwy 85 North	Fayetteville	GA	30214
LongHorn Steakhouse #5413	2170 W. Broad Street	Athens	GA	30606
LongHorn Steakhouse #5420	5435 Whittlesey Blvd.	Columbus	GA	31909
LongHorn Steakhouse #5449	2470 North Columbia St. Suite 35	Milledgeville	GA	31061
LongHorn Steakhouse #5470	2955 Cobb Parkway, Suite 810 Suite 810	Atlanta	GA	30339
LongHorn Steakhouse #5532	420 Exchange Blvd.	Bethlehem	GA	30620
LongHorn Steakhouse #5562	2892 North Druid Hills Road	Atlanta	GA	30329
LongHorn Steakhouse #5564	825 West Oglethorpe Highway	Hinesville	GA	31313
LongHorn Steakhouse #5592	1095 Cobb Place Blvd NW	Kennesaw	GA	30144
Olive Garden #1045	1176 Mount Zion Road	Morrow	GA	302602220
Olive Garden #1070	3565 Mall Blvd	Duluth	GA	300964710
Olive Garden #1102	2736 Washington Rd	Augusta	GA	309092293
Olive Garden #1136	2467 Cobb Parkway Se	Smyrna	GA	30080
Olive Garden #1152	429 Barrett Pkwy	Kennesaw	GA	301444959
Olive Garden #1338	905 Holcomb Bridge Rd	Roswell	GA	300761905
Olive Garden #1529	11333 Abercorn St	Savannah	GA	314191825
Olive Garden #1531	6710 Douglas Blvd	Douglasville	GA	301351599
Olive Garden #1532	3220 Buford Dr	Buford	GA	305194956
Olive Garden #1594	3011 Turner Hill Road	Lithonia	GA	30038
Olive Garden #1605	5555 Whittlesey Blvd	Columbus	GA	31909
Olive Garden #1625	3666 Atlanta Highway	Athens	GA	306063149
Olive Garden #1633	4749 Ashford Dunwoody Road	Dunwoody	GA	303385503
Olive Garden #1658	212 Newnan Crossing Bypass	Newnan	GA	30263
Olive Garden #1729	789 Turner Mccall Blvd., Ne	Rome	GA	30161
Olive Garden #1744	1961 Jonesboro Road	McDonough	GA	302535972
Olive Garden #1769	3020 Watson Blvd	Warner Robins	GA	310938500
Olive Garden #1798	2040 Cumming Highway	Canton	GA	30114
Olive Garden #1837	201 Henry Blvd	Statesboro	GA	30458
Olive Garden #1881	1175 Dawsonville Hwy Nw	Gainesville	GA	30501
Olive Garden #1886	1565 Scenic Highway	Snellville	GA	30078
Olive Garden #1887	1315 N. St. Augustine Road	Valdosta	GA	31601
Olive Garden #4404	1380 Highway 85	Fayetteville	GA	30214
Olive Garden #4436	1379 South Park Street	Carrollton	GA	30117
Olive Garden #4437	2701 Dawson Road	Albany	GA	31707
Olive Garden #4459	1208 US Hwy. 82 West	Tifton	GA	31793
Olive Garden #4472	280 Pooler Parkway	Pooler	GA	31322
Olive Garden #5808	600 Glynn Isles Parkway	Brunswick	GA	31525
Olive Garden #5814	2497 Memorial Drive	Waycross	GA	31501
Olive Garden #6411	4950 Riverside Drive	Macon	GA	31210
Seasons 52 #4506	3050 Peachtree Rd. Nw	Atlanta	GA	30305
Seasons 52 #4507	90 Perimeter Center West Perimeter Mall	Atlanta	GA	30346
Yard House #8337	261 19th Street NW #1100	Atlanta	GA	30363
Yard House #8375	825 Battery Avenue Suite 320	Atlanta	GA	30339

List of GA violations

REST #	COUNTY	CITY	ST	DATE OCCURRED	TYPE	ID'd yes/no	Liquor License Suspended	DESCRIPTION	OUTCOME	CITED	PENALTY
RL 0091	DeKalb	Tucker	GA	2/19/1981	2			Cashier working without liquor permit	\$25.00 fine	Employee	25.00
RL 0055	Clayton	Jonesboro	GA	1/10/1984	1			Sale to minor	Dismissed	Employee	0.00
RL 0049	DeKalb	Decatur	GA	7/12/1984	2			Underage hostess working w/o work permit	Dismissed	Employee	0.00
RL 0091	DeKalb	Tucker	GA	11/10/1987	2			Violation of liquor sign regulations	\$110.00 fine	GMRI, Inc.	110.00
RL 0036	Clarke	Athens	GA	2/22/1988	1			Sale to minor	\$300 fine/rest. on 4 mo. probation	Employee	300.00
RL 0089	Fulton	Atlanta	GA	4/28/1988	2			Employing 2 persons without liquor permits	\$110.00 fine	GMRI, Inc.	110.00
OG 1070	Gwinnett	Duluth	GA	10/17/1989	2			Advertising wine for lunch on blackboard & lunch menu	\$55.00 fine	GMRI, Inc.	55.00
RL 0035	Muscogee	Columbus	GA	8/14/1990	2			Failure to have ABC laws on premises	\$32.00 fine	GMRI, Inc.	32.00
RL 0595	Lowndes	Valdosta	GA	12/2/1991	2			Accepting free beer from distributor	Pd. \$200 fine in lieu of susp. of liquor lic. and 12 months probation	GMRI, Inc.	200.00
OG 1070	Gwinnett	Duluth	GA	1/23/1992	1			Sale to minor	Pd \$150 fine-12 mo prob. eff. 5/14/92	GMRI, Inc.	150.00
RL 0397	Gwinnett	Duluth	GA	10/26/1994	1			Sale to minor	Pd \$200 fine/12 mo suspension eff. 2/12/95	GMRI, Inc.	200.00
RL 0331	Fulton	Roswell	GA	1/18/1995	1			Sale to minor	8/14/95 Pd \$1,000 donation to local charity in lieu of 30 day suspension	GMRI & Employee	1,000.00
OG 1338	Fulton	Roswell	GA	1/18/1995	1			Sale to minor	8/14/95 Pd \$1,000 donation to local charity in lieu of 30 day suspension	GMRI & Employee	1,000.00
RL 0397	Gwinnett	Duluth	GA	2/27/1996	1			Sale to minor/Sting, employing person w/out permit	Pd. \$375 fine	GMRI/MGR/GBT	375.00
OG 1328	Gwinnett	Snellville	GA	2/27/1996	1			Sale to minor/Sting, employing person w/out permit	Pd.\$200 fine	GMRI/MGR/Serv	200.00
RL 0612	Hall	Gainesville	GA	10/10/1997	1	No	Yes	Sale to minor - failed to card 18 yr old	City - 4 day suspension begin 11/2 - 11/5/97; state - Pd. \$250.00 fine	GMRI, Inc.	250.00
RL 0397	Gwinnett	Duluth	GA	6/14/1999	2			Employee without local alcohol permit	Pd. \$250.00 fine to the city & \$50.00 to the state	GMRI, Inc.	\$300.00 total fine
RL 0397	Gwinnett	Duluth	GA	6/30/1999	2			Employee without local alcohol permit	Paid \$50.00 fine	GMRI, Inc.	50.00
RL 0331	Fulton	Roswell	GA	7/19/1999	1			Sale to Minor	City dropped charges - Pd \$300.00 fine to the state - license on probation until 9/2000.	GMRI, Inc.	300.00
BB 3006	Gwinnett	Duluth	GA	12/13/1999	2			1 employee cited without local permit card	Fine dismissed and license placed on probation for 1 year from 1/19/00.	GMRI, Inc.	N/A
OG 1531	Douglas	Douglasville	GA	4/26/2001	1			Sale to Minor (Sting Operation)	City - Received 6 months probation. State - \$500 fine and 12 months probation.	GMRI & server	N/A
RL 0048	Bibb	Macon	GA	5/16/2001	2			No current liquor license-renewal late	Pd. \$286.60 fine by manager	Manager	286.60
RL 0273	Floyd	Rome	GA	10/13/2001	1		Yes	Sale to Minor/Sting - Server with no Alcohol I.D. Card	4 days suspension 11/7 - 11/10/01	GMRI, Bartender & Server	0.00
RL 0036	Clarke	Athens	GA	4/25/2002	1	No		Sale to minor/sting (didn't ask for ID)	City ordered to have all alcohol related employees TAMS certified; pd \$500 fine at state	GMRI by state	500.00
OG 1045	Clayton	Morrow	GA	6/26/2002	1			Sale to minor/sting	pd. \$500 fine to state	GMRI, Inc.	500.00
RL 0036	Clarke	Athens	GA	8/6/2002	1	Yes	Yes	Sale to Minor/Sting (carded but misread)	State pending - City liquor license suspended for 10 days beginning 11/5/02	GMRI & Bartender	0.00
RL 6238	Rockdale	Conyers	GA	12/5/2002	1	Yes		Sale to Minor Violation "Sting" Carded but misread I.D.	Paid \$200.00 fine and liquor license in on probation until 2/19/04.	GMRI and Bartender	200.00
RL 0889	Barrow	Cartersville	GA	5/20/2003	1			Sale to Minor violation (Sting Operation)	Paid \$1,000 fine and 12 months probation beginning 10/21/03.	Bartender & GMRI	1,000.00
OG 1531	Douglas	Douglasville	GA	7/17/2003	1			Sale to Minor violation (Sting Operation)	Paid a \$1,000 fine to the state. The city never sent a citation.	GMRI & server	1,000.00

List of GA violations

SB	7544	Hall	Gainesville	GA	3/19/2004	1	Yes	Yes	Sale to Minor (sting); bartender asked for ID, but person could not find it. Bit served beer.	7 day suspension from City (4/15 - 4/21/04); Paid \$500.00 fine to state	GMRI, Inc.	500.00
RL	0392	Cobb	Smyrna	GA	10/12/2004	1	Yes		Sale to minor - requested ID	12 months probation	GMRI, Inc.	0.00
OG	1625	Clarke	Athens	GA	8/25/2005	1	Yes		Sale to minor - sting - ID requested but did not read it correctly	Paid \$250 fine and on probation until 12/31/05 and submit list of all alcohol related employees to Hearing Officer	GMRI, Inc.	250.00
OG	1045	Clayton	Morrow	GA	10/19/2005	1	No		Sale to minor -sting - did not ask for ID	Paid 500 fine and probation for 12 months	GMRI, Inc.	500.00
SB	7579	Clayton	Morrow	GA	10/19/2005	1	No		Sale to minor -sting - did not ask for ID	Paid 500 fine and probation for 12 months	GMRI, Inc.	500.00
OG	1152	Cobb	Kennesaw	GA	2/28/2006	1	No		Sale to minor - did not card	Six months probation beginning 4/27/06. All mgrs must attend RASS workshop.	GMRI & bartender	0.00
RL	6302	Henry	McDonough	GA	3/9/2006	1	No		sale to minor - sting - did not ask for ID	Paid \$250.00 fine.	GMRI, Inc.	250.00
BB	3006	Gwinnett	Duluth	GA	8/10/2006	1	No		Sale to minor - did not card	Paid \$250.00 fine and placed on 12 month probation beginning 8/28/06	GMRI, Inc.	250.00
RL	0433	Cobb	Kennesaw	GA	10/30/2006	1	Yes		Sale to minor sting - bartender misread	3/13/07 Board of Commissioners upheld the 14 day suspension. Suspension served 3/14/07 - 3/28/07. 12/7/06 the LRB assessed a 14 day suspension. SVP M. Stroud wants to appeal to Board of Commissioners in hopes of a 7 day penalty. M. Sard sent letter of appeal 12/18/06	GMRI, Inc.	
RL	6325	Muscogee	Columbus	GA	1/25/2007	1	No		Sale to minor sting - bartender did not card	State sting operation. Paid \$250.00 fine and placed on 12 months probation.	GMRI, Inc.	250.00
RL	6238	Rockdale	Conyers	GA	2/1/2007	1	No		Sale to minor sting - employee did not card ABC agent or decoy	State sting operation. Paid \$250.00 fine and placed on 12 months probation.	GMRI, Inc.	250.00
SB	7579	Clayton	Morrow	GA	2/16/2007	1	No		Sale to minor -sting - did not ask for ID	Server was cited by City of Morrow Police. Awaiting notice of action against corp.	Employee	
LH	5084	Bulloch	Statesboro	GA	5/9/2007	1	Unk		Employee sold alcohol to a minor	\$250.00	RARE Hospitality International, Inc.	250.00
RL	0036	Clarke	Athens	GA	6/27/2007	1	Yes		Sale to Minor/Sting (carded but misread)	Penalty reduced from 3 day suspension to \$500.00 fine and retraining of all servers, bartenders & managers (using GMRI program.) Paid fine 8/13/07. Must provide certification of retraining prior to 11/5/07.//lll Certification sent 10/30/07	GMRI & Bartender	500.00
OG	1045	Clayton	Morrow	GA	8/16/2007	1	No		Sale to minor -sting. Miscommunication between take-out specialist and bartender. Bartender served after thinking take out specialist had already carded guest.	Paid a \$1,000 fine to the state & was placed on probation until 9/12/08	GMRI, Inc.	0.00
OG	1633	Dekalb	Dunwoody	GA	8/22/2007	2	Yes		2 employees didn't have their alcohol server permit	pd fine \$272.00 - no court	employee	272.00
LH	5259	Rockdale	Commerce	GA	9/13/2007	1	Unk		Employee sold alcohol to a minor	Paid state \$250.00 fine + 12 month probation (10/24/07-10-24/08)//filed plea of no contest 10/22/07	RARE Hospitality International, Inc.	250.00
OG	1633	Dekalb		GA	10/3/2007	2			2 employees working without their employee permit	Paid \$136.00 for each ee = \$272.00	GMRI, Inc.	272.00
RL	0036	Clarke	Athens	GA	10/17/2007	1	Yes		Sale to Minor/Sting - carded and refused to sell to one decoy. During the resulting dialogue, forgot to card the second decoy.	Charge was dismissed as the Solicitor had concerns about the way the compliance check was conducted.	GMRI & Bartender	0.00

List of GA violations

LH	5025	Floyd	Rome	GA	10/18/2007	1	Yes	Yes	Sale to minor sting - Employee initially asked for ID but still served after minor said ID was in the car.	Served 4 day suspension 12/5/07-12/18/07 for city case. Still awaiting penalty from state case.	RARE Hospitality International, Inc.	
OG	1729	Floyd	Rome	GA	10/18/2007	1	No	Yes	Sale to minor sting. Employee did not ask for ID	Paid \$250.00 fine to the state 4/10/08 //Cited by both the city & the state. Served 4 day license suspension for city citation 12/5/07 - 12/8/07. Awaiting final notice from state.	GMRI, Inc.	250.00
LH	5297	Troup	LaGrange	GA	11/29/2007	1	No		sale to minor violation - sting	Paid \$250 fine to state and license on 12 months probation from 1-9-08	RARE Hospitality International, Inc.	250.00
RL	0895	Coweta	Newman	GA	2/12/2008	1	Yes		Sale to minor sting. Employee asked for ID. When decoy could not provide it, employee served anyway.	Paid \$250.00 fine and placed on 12 months of probation (4/2/08 - 4/1/09). //Cited by state 3/4/08. Anticipate \$250.00 fine + probation	GMRI, Inc.	250.00
LH	5054	Hall	Gainesville	GA	5/2/2008	1	Yes		Sale to Minor sting	Assessed a \$250.00 fine by the state & placed on a 12 month probation 5/21/08 - 5/20/09) Also, assessed a 17 day suspension at 6/5 city hearing to be served 6/6/08 - 6/22/08. Still awaiting outcome from state case. //Cited by both city & state. Atty Ab Hayes to attend 6/5 city hearing with MP & RM. Sent waiver to state 5/15/08	RARE Hospitality International, Inc. & ee	250.00
OG	1729	Floyd	Rome	GA	5/29/2008	1	No	Yes	Sale to minor sting. Employee did not ask for ID	Paid \$1,100 state fine and an additional \$786.00 reinstatement check to the city (10% of annual license fee.) City also assessed a 6 day license suspension 8/5/08 - 8/10/08 reduced from 10 day standard penalty for 2nd violation	GMRI, Inc.	1,100.00
LH	5033		Augusta	GA	11/25/2008	2			Failure to maintain 3 years of alcohol invoices on the premises	Warning issued	Rare Hospitality International, Inc.	0.00
OG	1102	Richmond	Augusta	GA	2/17/2009	3	N/A		Failure to keep invoices on premises for 3 yrs and Failure to Post Alcohol Warning Signs	Paid \$100 fine for violations and \$100 to failure to respond to the citation at hearing.	GMRI, Inc.	200.00
LH	5027	Bibb	Macon	GA	4/8/2009	1	No		Sale to minor - Compliance check, bartender did not ask for ID	Paid \$500 fine and placed on probation for 12 months from 7/8/09 to 7/8/10	RARE Hospitality International, Inc.	500.00
RL	0392	Cobb	Smyrna	GA	8/27/2009	1	Yes	Yes	Sale to Minor Sting	One Day suspension ordered for 11/23/09.	GMRI, Inc.	0.00
RL	0273		Rome	GA	10/16/2009	2			Employee with no permit present and on his person	Given a warning at hearing. Employee had the permit at home but not on his person and this was a first offense for restaurant.		
LH	5112	Cherokee	Canton	GA	5/18/2010	1	Yes		Sale to minor (compliance check)	Ordered at violation hearing to pay \$500 fine and 12 months probation; MP must attend prevention program within 30 days and a second time within 60 days; and conduct employee prevention training classes 4 times over the next 12 months. Must report all trainings to the Court	Employee and RHI	500.00
LH	5008	Dekalb	Tucker	GA	8/3/2010	1	NO		Sale to minor	\$500.00 fine & 12-months probation- PAID 12/17/10	RARE Hospitality International, Inc.	\$500.00 & 12 months probation
RL	0055	Clayton	Jonesboro	GA	9/13/2010	1	No		Sale to minor	3/11/11-Paid \$500 fine.		0.00
LH	5261	Glimmer	Ellijay	GA	12/1/2010	1	No		Sale to minor			

List of GA violations

LH	5261		Elijay	GA	12/1/2010	1				Sale to Minor Sting	Paid \$500 fine and 12 months probation	RARE Hospitality International, Inc.	500.00
RL	0674		Perry	GA	3/28/2011	1	No			Sale to Minor Sting	No action 12/10/12		
LH	5288		Perry	GA	3/28/2011	1	No			Sale to Minor Sting	No action 3/2013; No action 12/10/12		
RL	0048	Bibb	Macon	GA	3/29/2011	1	No			Sale to Minor Sting	No action 12/10/12		
RL	0035	Muscogee	Columbus	GA	4/6/2011	1				Sale to Minor Sting-Rec'd 1st notification of violation on 6/20/11 when rest faxed copy of executive order which included \$100 penalty for failure to respond to citation.	Paid \$1,000 plus \$100 penalty & 12 mos. Probation	GMRI, Inc.	1,100.00
LH	5028		Savannah	GA	5/12/2011	1				Sale to Minor Sting	Paid \$500 fine and 12 months probation	RARE Hospitality International, Inc.	500.00
OG	1881	Hall	Gainesville	GA	10/16/2011	1	No	Yes		STM Sting-Bartender did not ID. State & City	PAID \$500 FINE & SERVED 3 DAY SUSPENSION. 10/31/11-City issued 5 day suspension, but removed 2 days if we suspended that day. No sales 10/31, 11/1 & 11/2.	GMRI, INC	
RL	6250	Cobb	Austell	GA	3/20/2012	2		No		Employees working w/o work permits.	Paid \$337.50 fine.		
RL- SYN	5813	Ware	Waycross	GA	11/5/2012					STM-Employee did not ID.	Paid \$500 fine.	GMRI, Inc.-RL License of Synergy	500.00
RL	0290		Augusta	GA	1/23/2013	1	No			Sale to Minor	Paid \$1,100 fine		
RL	0392		Smyma	GA	2/19/2013		yes	no		Sale to Minor	1 year probation-Hearing w/counsel on 3/27/13	GMRI, Inc.	
LH	5413	Athens-Clarke	Athens	GA	6/19/2013	1	Yes	No		Sale to minor	Paid \$500 fine and must enroll all employees and managers who serve alcohol in TAMS training to be completed no later than 11/6/2013.	RHII	500.00
LH	5413	Athens-Clarke	Athens	GA	6/19/2013		Yes			Sale to Minor	Paid \$500.00 fine and must enroll in TAM training		
RL	6238	Rockdale	Conyers	GA	10/7/2013	1	No			License not posted	Paid \$480.50	RHII	480.50
LH	5301	Gwinnett	Snellville	GA	11/6/2013	1	No			STM Sting-Servers cited. Rest citation pending as of 2/14/14 (lab).			
RL	6238	Rockdale	Conyers	GA	11/21/2013	1	No			Sale to Minor Sting	Paid \$500 fine online.	GMRI, Inc.	
LH	5259	Banks	Commerce	GA	3/27/2015	1				Sale to Minor	County ordered 6 months probation. Paid state \$500 online on 8/25/15. State probation until 5/20/16. (lkc)	RHII	500.00
LH	5274		Pooler	GA	5/8/2015	1				Failed city STM sting. Bartender was arrested but no action taken on corp. State has now cited corp for city STM sting and failure to notify state of city sting. Pleas of no contest faxed to state 7/17/15.	Paid \$1,1050 fine + 12 months probation beginning 8-6-15	GMRI & bartender	1,050.00
OG	4472		Pooler	GA	5/8/2015	1				Failed city STM sting. Bartender was arrested but no action taken on corp. State has now cited corp for city STM sting and failure to notify state of city sting. Pleas of no contest faxed to state 7/17/15.	Paid \$1,1050 fine + 12 months probation beginning 8-6-15	GMRI & bartender	
LH	5120	Gwinnett	Buford	GA	7/23/2015	1	yes	No		Employee failed county compliance sting.	Employee was cited. Sent notice of the failed sting to DOR 7-28-15	Employee	
LH	5346		Cornelia	GA	3/1/2018	1	No	No		Sale to Minor	Dismissed	Long-Horn Steakhouse and Employee	N/A

List of GA violations

LH	5449	Baldwin	Millidgeville	GA	9/20/2018	1		No	Sale to Minor	Hrg 1/9/19	RARE Hospitality International, Inc. dba LongHorn Steakhouse	
LH	5093	Barrow	Cartersville	GA	12/11/2018	1	Yes	No	Sale to Minor	3 yrs probation & \$1000 fine, sent fine to City 1/11/19	RARE Hospitality International Inc dba LongHorn	1,000.00

STATE OF GEORGIA

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

CERTIFICATE OF AUTHORITY

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Olive Garden Holdings, LLC

a Foreign Limited Liability Company

has been duly formed under the laws of **Florida** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **05/05/2017**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 05/09/2017



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

State of Florida



Department of State

I certify from the records of this office that OLIVE GARDEN HOLDINGS, LLC, is a limited liability company organized under the laws of the State of Florida, filed on July 13, 2015.

The document number of this company is L15000116767.

I further certify that said company has paid all fees due this office through December 31, 2015, and its status is active.

Authentication Code: 115A00014639-071415-L15000116767-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of July, 2015



Ken Detzner

Ken Detzner
Secretary of State

July 14, 2015

OLIVE GARDEN HOLDINGS, LLC
PO BOX 695011
ORLANDO, FL 32869-5011

The Articles of Organization for OLIVE GARDEN HOLDINGS, LLC were filed on July 13, 2015, and assigned document number L15000116767. Please refer to this number whenever corresponding with this office.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document number that was electronically submitted and filed under FAX audit number H15000170618.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the limited liability company address changes, it is the responsibility of the limited liability to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Jessica A Fason
Regulatory Specialist II
New Filing Section
Division of Corporations

Letter Number: 115A00014639

ARTICLES OF ORGANIZATION

Article I. Name

The name of this Florida limited liability company is:
Olive Garden Holdings, LLC

Article II. Address

The street address of the Company's initial principal office is:
Olive Garden Holdings, LLC
1000 Darden Center Drive
Orlando, FL 32837

The mailing address of the Company's initial principal office is:
Olive Garden Holdings, LLC
PO Box 695011
Orlando, FL 32869-5011

Article III. Registered Agent

The name and street address of the Company's registered agent is:

Corporate Creations Network Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens, FL 33410

Article IV. Transferability of Membership Interests

No members shall have the right to assign their membership interests in the Company without the written agreement of all of the membership interests, unless otherwise provided in the Company's Operating Agreement. If the assignment is not approved by all of the membership interests, the assignee shall have no right to become a member, to participate in the management of the Company, or to exercise any other rights or powers of a member. The assignee shall merely be entitled to receive the share of profits and other distributions and the allocation of income, gain, loss deduction, credit or similar item to which the assignor was entitled, to the extent assigned.

Article V. Distribution of Profits

Unless otherwise provided in the Company's Operating Agreement, there shall not be any distribution of profits unless each separate distribution is approved by the affirmative vote of members who own more than 50% of the voting interest in the Company. The voting members shall have complete discretion on when and if to approve any distribution of profits.

Article VI. Management

This will be a manager-managed company. The name and address of each manager is:

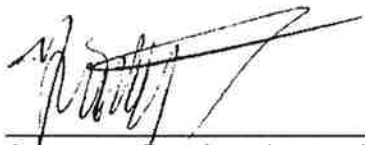
Colleen M. Hunter
1000 Darden Center Drive
Orlando, FL 32837

Joseph G. Kern
1000 Darden Center Drive
Orlando, FL 32837

Article VII. Company Existence

The Company's existence shall begin effective as of July 13, 2015.

The undersigned authorized representative of a member executed these Articles of Organization on 7/13/2015.



Corporate Creations International Inc.
Diana Serra, Vice President
By Tim Pratts as attorney-in-fact

STATEMENT OF REGISTERED AGENT

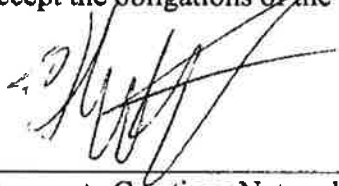
LIMITED LIABILITY COMPANY:

Olive Garden Holdings, LLC

REGISTERED AGENT/OFFICE:

Corporate Creations Network Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens, FL 33410

I agree to act as registered agent to accept service of process for the company named above at the place designated in this Statement. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



Corporate Creations Network Inc.
Tim Pratts, Special Secretary
Date: July 13, 2015

The Robert Group, Inc.
1925 Peachtree Dunwoody Rd., Suite 100, Atlanta, GA 30329
Phone: 404.433.2211
Fax: 404.433.2212
www.robertgroup.com



OLIVE GARDEN
ITALIAN RESTAURANT



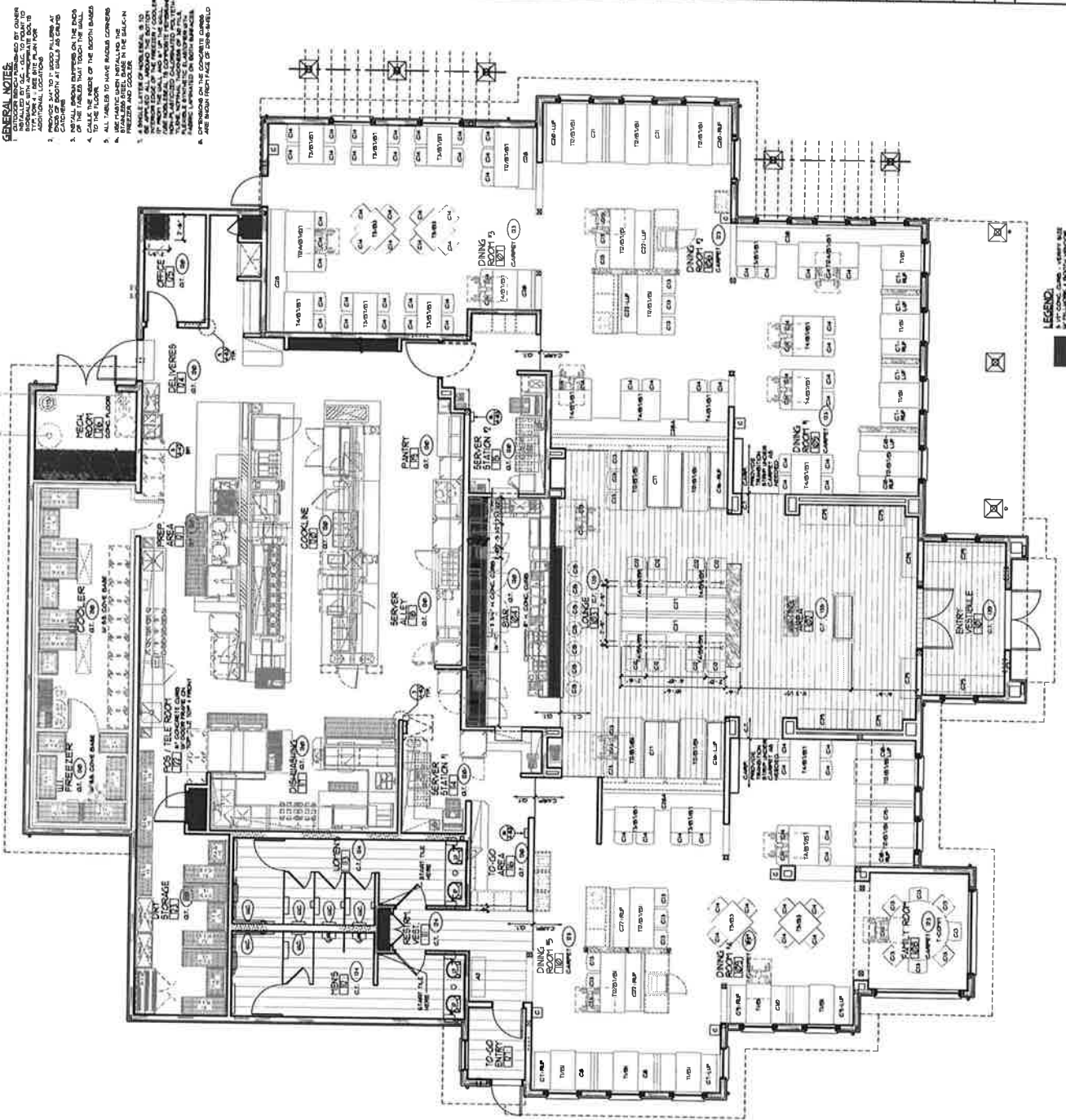
REVISION
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

FURNISHINGS SCHEDULE

Table with 6 columns: No., Description, and Qty. It lists various furniture items such as tables, chairs, and sofas with their respective quantities.

SEATING COUNT - P16 REN
STANDARD SEATING
30 TABLES * 40 SEATS
4 TOPS * 170 SEATS
TOTAL SEATING 44 TABLES * 210 SEATS

FURNISHINGS AND FLOOR FINISH PLAN



- GENERAL NOTES: 1. DIMENSIONS FOR ALL CASEWORK... 2. ALL CASEWORK SHALL BE FINISHED... 3. ALL DIMENSIONS ON THE CONCRETE...

LEGEND
E CASE BACK TO BE PROVIDED BY GASTER/VOCKER

SWC CA. 100 & Dawson Forest Rd. Dawsonville, GA

OLIVE GARDEN #71893N-401153

DRAWING: FURNISHINGS & FLOOR FINISH PLAN

DATE: 03/17/10

A1.2

Pronto Lunch

11 - 3 P.M. MONDAY - FRIDAY

MADE FROM SCRATCH - FRESHLY PREPARED
UNLIMITED
Soups, Salad & Breadsticks
 HOT OUT OF THE OVEN

7.49

Pasta e Fagioli White and red beans, ground beef, fresh tomatoes and tubetti pasta in a savory broth. *150 cal per serving*
Zuppa Toscana Spicy Italian sausage, fresh kale and russet potatoes in a creamy broth. *220 cal per serving*
Chicken & Gnocchi A creamy soup made with roasted chicken, traditional Italian dumplings and spinach. *230 cal per serving*
Minestrone Fresh vegetables, beans and pasta in a light tomato broth - a vegetarian classic. *110 cal per serving*
Our Famous House Salad Tossed with our signature Italian dressing. *150 cal per serving*



CREATE YOUR OWN Lunch Duo



Choose NEVER ENDING SOUP OR SALAD PLUS 1 ITEM OR, MAKE IT A TRIO!
 Upgrade to never ending soup AND salad. *2.99*

6.99



Grilled Vegetable & Cheese Piadina *630 cal*
Eggplant Parmigiana Breadstick Sandwich
 Served with fries. *650 cal, fries 270 cal*
Spaghettini with Meat Sauce Mini Pasta Bowl** *360 cal*

7.99



Fettuccine Alfredo Mini Pasta Bowl *650 cal*
Italian Meatball Breadstick Sandwich**
 Served with fries. *630 cal, fries 270 cal*
Chicken & Cheese Piadina *710 cal*
Spicy Calabrian Chicken Breadstick Sandwich
 With gorgonzola cheese sauce. Served with fries. *520 cal, fries 270 cal*

8.99



Meatball Pizza Bowl** *950 cal*
Chicken Parmigiana Breadstick Sandwich
 Served with fries. *630 cal, fries 270 cal*
NEW Shrimp Scampi Mini Pasta Bowl *480 cal*
Lasagna Classico** *640 cal*

CREATE YOUR OWN Pasta



Start with NEVER ENDING SOUP OR SALAD & BREADSTICKS (140 cal each)

9.99

STEP 1: CHOOSE A PASTA



Spaghettini *340 cal*
Rigatoni *440 cal*
Cavatappi (Corkscrew) *430 cal*
Angel Hair *350 cal*
Gluten-Free Rotini (G) *430 cal*
Whole Grain Linguine *350 cal*

STEP 2: CHOOSE A SAUCE



Traditional Marinara (G) *190 cal*
Five Cheese Marinara (V) *440 cal*
NEW Creamy Pesto (V) *810 cal*
NEW Creamy Mushroom (V) *860 cal*
Traditional Meat Sauce (G)** *300 cal*

STEP 3: ADD YOUR TOPPING



NEW Garden Veggies (V) *35 cal* *0.99*
Meatballs (G) *480 cal* *2.79*
Italian Sausage (G) *470 cal* *2.79*
Crispy Chicken Fritta *440 cal* *2.99*
Grilled Chicken (G) *150 cal* *3.29*
Sautéed Shrimp (G) *90 cal* *3.99*

(V) Vegetarian options (G) Made without gluten-containing ingredients. May not meet the definition of "gluten-free" because gluten-containing ingredients are prepared in our kitchen.

Enjoy! UNDER 600 CALORIES

TASTES OF THE MEDITERRANEAN**

LIGHTER TAKES INSPIRED BY THE FLAVORS OF ITALY'S MEDITERRANEAN COAST
 Served with your choice of unlimited soup or our famous house salad and breadsticks.

2,000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request. Before placing your order, please inform your server if a person in your party has a food allergy. Not all ingredients are listed in the menu.



Shrimp Scampi Shrimp sautéed in a garlic sauce, tossed with asparagus, tomatoes and angel hair pasta. *510 cal* *16.49*



Chicken Piccata Topped with a lemon garlic butter sauce, sun-dried tomatoes and capers. Served with parmesan-crusted zucchini. *370 cal* *11.99*



Ravioli di Portobello Ravioli filled with portobello mushrooms, topped with a creamy smoked cheese and sun-dried tomato sauce. *570 cal* *10.49*



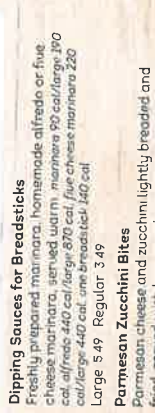
Chicken Margherita Topped with tomatoes, mozzarella, basil pesto and a lemon garlic sauce. Served with parmesan-crusted zucchini. *400 cal* *10.29*

When sharing an entrée and salad or soup, there will be an additional charge for salad and soup refills.
 **Our meat sauces include pan-seared beef and Italian sausage.

Must-Have APPETIZERS



Shrimp Scampi Fritta (classic or spicy)
Lightly breaded and fried, tossed with garlic and white wine butter sauce or spicy cherry pepper sauce. **classic** 580 cal, **spicy** 650 cal. 9.99



Dipping Sauces for Breadsticks
Freshly prepared marinara, homemade Alfredo or five cheese marinara, served warm. **marinara** 95 cal/**large** 190 cal/**alfredo** 440 cal/**five cheese** 450 cal/**five cheese marinara** 220 cal/**large** 5.49 **Regular** 3.49



Parmesan Zucchini Bites
Parmesan cheese and zucchini lightly breaded and fried, served with homemade marinara sauce. 510 cal. **marinara** 45 cal. 6.49



Spinach-Artichoke Dip
A warm, with our **NEW** house-made pasta chips tossed with parmesan and garlic salt. 600 cal. 8.29



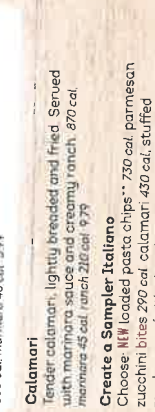
Stuffed Mushrooms
With parmesan, romano and mozzarella cheese, clams and herb breadcrumbs. 380 cal. 7.99



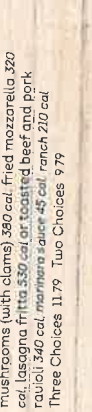
Lasagna Fritta
Parmesan breaded lasagna, fried and served over Alfredo, topped with parmesan and homemade marinara. 1070 cal. 8.99



Fried Mozzarella
Golden-fried mozzarella cheese, topped with Alfredo drizzle. Served with marinara sauce. 860 cal. **marinara** 45 cal. 5.99



Calamari
Tender calamari, lightly breaded and fried. Served with marinara sauce and creamy ranch. 870 cal. **marinara** 45 cal. **ranch** 210 cal. 9.79



Create a Sampler Italiano
Choose **NEW** loaded pasta chips ** 730 cal, parmesan zucchini bites 290 cal, calamari 430 cal, stuffed mushrooms (with clams) 380 cal, fried mozzarella 320 cal, lasagna fritta 330 cal or toasted beef and pork ravioli 340 cal, **marinara sauce** 45 cal, **ranch** 210 cal. Three Choices 11.79. Two Choices 9.79

Favorite ENTRÉES

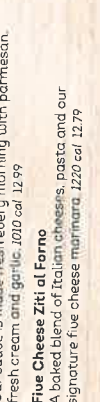
SERVED WITH YOUR CHOICE OF UNLIMITED HOMEMADE SOUP OR OUR FAMOUS HOUSE SALAD & FRESHLY BAKED BREADSTICKS



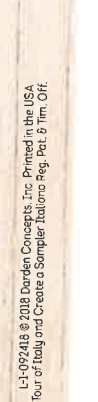
Shrimp Alfredo
Creamy, homemade fettuccine Alfredo tossed with sautéed shrimp. 1150 cal. 16.99



Chicken Alfredo (Now 80% More Chicken!)
Sliced grilled chicken and our signature, homemade Alfredo sauce over fettuccine pasta. 1620 cal. 15.99



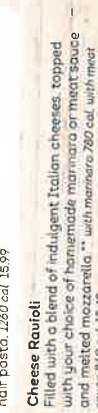
Fettuccine Alfredo
Our sauce is made fresh every morning with parmesan, fresh cream and garlic. 1010 cal. 12.99



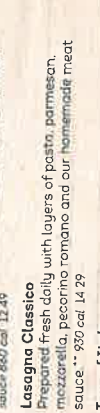
Five Cheese Ziti al Forno
A baked blend of Italian cheeses, pasta and our signature five cheese marinara. 1220 cal. 12.79



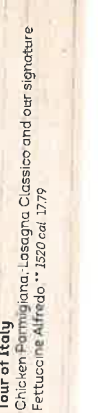
Chicken Scampi
Bell peppers and red onions sautéed with chicken tenderloins in a creamy scampi sauce. Served over angel hair pasta. 1280 cal. 15.99



Cheese Ravioli
Filled with a blend of indulgent Italian cheeses, topped with your choice of homemade marinara or meat sauce and melted mozzarella. ** with marinara 780 cal, with meat sauce 860 cal. 12.49



Lasagna Classico
Prepared fresh daily with layers of pasta, parmesan, mozzarella, pecorino romano and our homemade meat sauce. ** 890 cal. 14.29



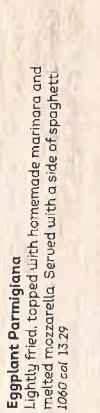
Tour of Italy
Chicken Parmigiana, Lasagna Classico and our signature Fettuccine Alfredo. ** 1520 cal. 17.79



Chicken Parmigiana
A classic with our homemade marinara and a side of spaghetti. 1060 cal. 15.49



Grilled Chicken Parmigiana
Grilled chicken breasts topped with marinara, Italian cheeses and breadcrumbs served with a side of spaghetti. 780 cal. 15.49



Eggplant Parmigiana
Lightly fried, topped with homemade marinara and melted mozzarella. Served with a side of spaghetti. 1060 cal. 13.29

*2000 calories a day is used for general nutrition advice, but calorie needs vary

Refreshing BEVERAGES

NON-ALCOHOLIC



Limonatas
A refreshing blend of lemonade and sparkling water. Choose blueberry, kiwi-melon or strawberry-passion fruit. 160 cal. 3.00



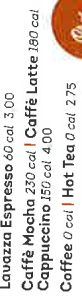
Mixed Berry Sparkling Water
Sparkling water with a hint of light berry flavors: summer berries and fresh mint. 30 cal. 3.00



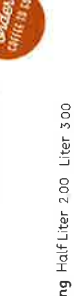
Frozen Smoothies
Strawberry-banana or peach-mango. 190 cal. 4.00



Iced Coffee
Sweetened and blended with milk. Choose vanilla, caramel or traditional. 260 cal. 3.00



Frozen Cappuccino
Chilled espresso blended with ice cream. Choose vanilla, caramel or traditional. 370 cal. 4.00



Caramel Hazelnut Macchiato
Coffee with caramel, hazelnut and almond syrups, with whipped cream. 220 cal. 4.00



Lavazza Espresso 60 cal. 3.00



Caffè Mocha 230 cal. | **Caffè Latte** 180 cal. | **Cappuccino** 150 cal. 4.00



Coffee 0 cal. | **Hot Tea** 0 cal. 2.75

ITALIAN BOTTLED WATER

Acqua Panna Spring | San Pellegrino Sparkling Half Liter. 2.00 Liter 3.00

REFRESHING FAVORITES UNLIMITED REFILLS

- Fresh Brewed Iced Tea** 0 cal. | **Raspberry Lemonade** 170 cal.
- Flavored Iced Tea** Mango-Strawberry 100 cal, Blackberry-Pineapple 100 cal or Bellini Peach-Raspberry 80 cal



BEER & WINE

DRAFT BEER Blue Moon | Bud Light Available in 16 or 22 oz
Regular Draft: 16 oz 230 cal, 22 oz 310 cal, Light Draft: 16 oz 140 cal, 22 oz 190 cal

FEATURED WINE

- Quartini**: White & Rose 150 cal, Red 160 cal
- Bianco** (White) Porta Vita, Italy 5.00 700
- Rosato** (Rose) Porta Vita, Italy 5.00 700
- Rosso** (Red) Porta Vita, Italy 5.00 700
- Moscato** Castello del Poggio, Italy 8.00 1050
- Pinot Grigio** Cavit, Italy 6.50 900
- Sauvignon Blanc** Starborough, New Zealand 8.25 1075
- Chardonnay** Chateau Ste. Michelle, Washington 9.00 1050
- Rosato** Rosso Dolce, Italy 6.50 900
- Pinot Noir** Beringer Founders Estate, California 7.50 1000
- Cabernet** Robert Mondavi Private Selection, California 8.00 1050

Please ask your server for our complete beer, wine and cocktail selections.

L-1-092418 © 2018 Burden Concepts, Inc. Printed in the USA
Tour of Italy and Create a Sampler Italiano Reg. Pat. 8.1m. 01f.

Antipasti

Appetizers Perfect for Sharing



Parmesan Zucchini Bites

Parmesan cheese and zucchini lightly breaded and fried, served with homemade marinara sauce. 370 cal, **MAINS WITH RED BEAN** 6.49

Stuffed Mushrooms

With parmesan, romano and mozzarella cheese, clams and herb breadcrumbs. 380 cal, 7.99

Dipping Sauces for Breadsticks

Freshly prepared marinara, homemade Alfredo or five cheese marinara, served warm. *marinara* 50 cal/large 190 cal, *alfredo* 440 cal/large 670 cal, *five cheese marinara* 270 cal/large 440 cal, *one breadstick* 140 cal/large 5.49 Regular 3.49

Five Italian Cheese Fonduta

Oven-baked smoked prosciutto, parmesan, fontina, mozzarella and romano cheeses served with breadstick-crostini. 280 cal, 12.99

Spinach-Archoke Dip

A blend of spinach, archoles and five cheeses served warm with our **NEW** house-made pasta chips tossed with parmesan and garlic salt. 680 cal, 8.29

Create a Sampler Tostiano

Choose: **W** (loaded pasta chips)* 230 cal, **C** (calamari) 430 cal, **S** (stuffed mushrooms) (with clams) 380 cal, **F** (fried mozzarella) 220 cal, **I** (lasagna frito) 330 cal, or **T** (toasted beef and pork ravioli) 340 cal, **M** (marinara sauce 45 cal, ranch) 230 cal
Three Choices 11.79 Two Choices 9.79

PAIRS WITH ITALIAN MARGARITA

Fried Mozzarella

Golden fried mozzarella cheese, topped with Alfredo drizzle. Served with marinara sauce. 660 cal, **MAINS 45 cal** 5.99

Spicy Calabrian Chicken

Chicken meat cut when tender in spicy Calabrian sauce. Served with a spicy arrabbiata sauce. 800 cal, **signature sauce** 170 cal, 8.79

Calamari

Tender calamari, lightly breaded and fried, served with marinara sauce and creamy ranch. 870 cal, **MAINS 45 cal**, ranch 210 cal 9.79

Shrimp Scampi Fritto (classic or spicy)

Lightly breaded and fried, tossed with garlic and white wine butter sauce or spicy arrabbiata sauce. *classic* 360 cal, *spicy* 360 cal 9.49



Lasagna Frito

Parmesan breaded lasagna, fried and served over Alfredo, topped with parmesan and homemade marinara. 1070 cal, 8.99

PAIRS WITH BLUE MONSTER

Spicy Calabrian Chicken

Chicken meat cut when tender in spicy Calabrian sauce. Served with a spicy arrabbiata sauce. 800 cal, **signature sauce** 170 cal, 8.79

81

Suppe e Insalata



Unlimited SOUPS, MADE FROM SCRATCH, OR OUR FAMOUS HOUSE SALAD AND FRESHLY BAKED BREADSTICKS ARE ALWAYS ON US WITH ANY ENTRÉE

Pasta e Fagioli

With red beans, ground beef, fresh tomatoes and herbs in a signature glass. 150 cal per serving, 5.99

Chicken & Gnocchi

A creamy soup made with roasted chicken, traditional Italian dumplings and spinach. 230 cal per serving, 5.99

Our Famous House Salad

Tossed with our signature Italian dressing (limited refill). 150 cal per serving, 6.29

*CONTAINS OR MAY CONTAIN RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, COUS-COUS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

**Our most sauces include pan-seared beef and Italian sausage. Before placing your order, please inform your server if a person in your party has a food allergy. Not all ingredients are listed in the menu.

When sharing an entrée and salad or soup, there will be an additional charge for salad and soup refills. 2,000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

Classic Favorites

Made with our signature recipes



Tour of Italy

Three Olive Garden classics all on one plate! Chicken Parmigiana, Lasagna Classico and our signature Fettuccine Alfredo - all with homemade sauces made fresh every morning! ** 1520 cal 17.99

PAIRS WITH RED BEAN

Chicken Parmigiana

A classic with our homemade marinara and a side of spaghetti. 1060 cal, 15.49
Or, try **Grilled Chicken Parmigiana**, 280 cal

PAIRS WITH PECCA BELLE MADE CRISPIE CLASSICO

Cheese Ravioli

Filled with a blend of indulgent Italian cheeses topped with your choice of homemade marinara or meat sauce and melted mozzarella ** with marinara 280 cal, with meat sauce 660 cal, 12.49

Five Cheese Ziti al Forno

A blend of Italian cheeses, pasta and our signature five cheese marinara. 1220 cal, 12.79

Ravioli di Portobello

Filled with portobello mushrooms, topped with a creamy smoked cheese and sun-dried tomato sauce. 620 cal, 13.79

Eggplant Parmigiana

Lightly fried, topped with homemade marinara and melted mozzarella. Served with a side of spaghetti. 1060 cal, 13.79

Fettuccine Alfredo

Our sauce is made fresh every morning with parmesan, fresh cream and garlic. 1010 cal, 12.99

Lasagna Classico

Prepared fresh daily with layers of pasta, parmesan, mozzarella, portobello tomato and our homemade meat sauce. ** 930 cal, 14.74



CREATE YOUR OWN PASTA Cucina Mia

OUR KITCHEN, YOUR CREATION. PASTA JUST THE WAY YOU WANT IT!

CHOOSE A PASTA

- Spaghetti 340 cal
- Rigatoni 440 cal
- Cavatappi (cavatappi) 430 cal
- Angel Hair 350 cal
- Gluten-Free Ravioli (C) 430 cal
- Whole Grain Linguine 350 cal

CHOOSE A SAUCE

- Traditional Marinara (S) (V) 190 cal
- Five Cheese Marinara (V) 440 cal
- NEW Creamy Pesto (V) 600 cal
- NEW Creamy Mushroom (V) 660 cal
- Meat Sauce** (C) 300 cal

ADD A TOPPING

- NEW Garden Veggies (V) 35 cal, 0.99
- Meatballs (S) 480 cal, 2.79
- Italian Sausage (S) 470 cal, 2.79
- Crispy Chicken Fritta 240 cal, 2.99
- Grilled Chicken (S) 150 cal, 3.29
- Sautéed Shrimp (C) 60 cal, 3.99

(V) Vegetarian Options

(C) Meats without gluten-containing ingredients. May not meet the definition of "gluten-free" because gluten-containing ingredients are prepared in our kitchen.

We will gladly substitute Whole Grain Linguine or Gluten-Free Ravioli for any pasta, or vegetables for any side.



CHOOSE FROM 10 CLASSICS, JUST \$8.99

MONDAY - THURSDAY | 3-5 P.M.

Enjoy never ending breadsticks and unlimited homemade soup or famous house salad. This pair it with one of 10 entrees to create your favorite Early Dinner Duo combination! *Optional to have for \$1.99 daily. *Dinner Duo*

Tastes of the Mediterranean. UNDER 600 CALORIES

Lighter Takes Inspired by the Flavors of Italy's Mediterranean Coast

Chicken Giardino

Grilled chicken and a medley of fresh vegetables tossed with ruffled papardelle pasta in a light, lemon chicken herb sauce. 400 cal, 14.79

Chicken Margherita

Topped with tomatoes, mozzarella, basil, pesto and a lemon garlic sauce. Served with parmesan-crust zucchini. 370 cal, 15.29
PAIRS WITH:
SEEK & FIND SETTESU (CRAB) DINNER (UNMARKED)

Chicken Piccata

Topped with a lemon garlic butter sauce, sun-dried tomatoes and capers. Served with parmesan-crust zucchini. 350 cal, 15.99

Salmon Piccata

Filet, grilled to perfection, topped with a lemon garlic butter sauce, sun-dried tomatoes and capers. Served with parmesan-crust zucchini. 350 cal, 18.79



Shrimp Scampi

Shrimp sautéed in a garlic sauce, tossed with asparagus, tomatoes and angel hair pasta. 350 cal, 16.49
PAIRS WITH:
SEEK & FIND SETTESU (CRAB) DINNER

Herb-Grilled Salmon

Filet, grilled to perfection and topped with garlic herb butter. Served with parmesan broccoli. 460 cal, 17.99

Pollo

CHICKEN ENTREES



Chicken Alfredo

Sliced grilled chicken and our signature homemade Alfredo sauce over fettuccine pasta. 1020 cal, 15.99
PAIRS WITH:
CENT POINT GRIGIO



Chicken & Shrimp Carbonara

Sautéed seasoned chicken, shrimp and spaghetti tossed in a creamy sauce with spagetti and roasted red peppers. 1390 cal, 18.49
PAIRS WITH:
CHATEAU STE. M. DELLE CHARDONNAY

Stuffed Chicken Marsala

Crème marsala wine sauce with mushrooms and cheese, stuffed with Italian chicken and sun-dried tomatoes. With garlic mashed potatoes. 930 cal, 17.79

Chicken Scampi

Bell peppers and red onions sautéed with chicken tenders in a creamy scampi sauce. Served over angel hair pasta. 1260 cal, 15.99

Carne

BEEF SPECIALTIES

6 oz Sirloin with Fettuccine Alfredo*

Grilled 6 oz sirloin topped with garlic herb butter. Served with fettuccine Alfredo and parmesan-crust zucchini. 990 cal, 18.79

Brisket Beef & Tortellini

Tender brisket and cheese-filled tortellini tossed in our marsala sauce with seasoned tomatoes. 1120 cal, 18.99



Steak Gorgonzola- Alfredo*

Grilled steak medallions over fettuccine topped with gorgonzola cheese and drizzle and sun-dried tomatoes. 1380 cal, 18.79
*Steak prepared medium unless otherwise requested.

PAIRS WITH COLUMBIA BEST BRAND LESTER CABERNET



Herb-Grilled Salmon

Filet, grilled to perfection and topped with garlic herb butter. Served with parmesan broccoli. 460 cal, 17.99
PAIRS WITH:
SEEK & FIND SETTESU

Seafood Alfredo

Creamy, homemade fettuccine Alfredo tossed with sautéed shrimp and scallops. 1250 cal, 17.79
Or, **Shrimp Alfredo** 1150 cal, 16.99
PAIRS WITH:
SEEK & FIND SETTESU (CRAB) DINNER

Cocktails



Italian Margarita

Jose Cuervo Especial Silver tequila, triple sec and amaretto. 160 cal. 7.50

UPGRADE TO PREMIUM WITH PATRIOT SILVER - \$2.00

Frozen Margarita
Jose Cuervo Especial Silver tequila - choose from mango, strawberry, or raspberry. 170 cal or 180 cal. 6.50

UPGRADE TO PREMIUM WITH PATRIOT SILVER - \$2.00

Raspberry Italian Ice Mule
Absolut vodka, Carnation Limoncello and ginger beer with a splash of raspberry and lemon. 230 cal. 8.50

Moscato Mule

Absolut vodka and ginger beer with lime juice. 210 cal. 8.50

Long Island Limoncello

Carnation Limoncello, New Amsterdam vodka, Castella rum and triple sec. 230 cal. 7.00

WE PROUDLY SERVE THESE PREMIUM SPIRITS:

Jack Daniel's, Captain Morgan, Crown Royal, Patron Silver, 1800 Silver, Jose Cuervo Especial, Grey Goose Absolut, Ciro's, Amaretto, Pilsner's Mark, Hennessy, Fireball, Tito's, New Amsterdam, Camarena, Oatman and many others.

Beer

16 oz. 140 cal. 22 oz. 180 cal. Regional Drafts: 16 oz. 220 cal. 22 oz. 310 cal. Light Bottle: 100 cal.

16 oz. 150-220 cal. Non-Alcoholic Bottle: 70 cal.

82

I Bud Light

IMPORTS & SPECIALTIES

NEW Modelo Especial 1 Peroni

Samuel Adams Lager | Heineken

Stella Artois | Corona

Angry Orchard Hard Cider (Gluten-Free)

Non-alcoholic Beverages

HANDCRAFTED



Limonades

A refreshing blend of lemonade and sparkling water with a hint of light berry flavors. Summer berries and fresh mint. 30 cal. 3.00

Frozen Smoothies

Strawberry banana or peach-mango. 190 cal. 4.00

ITALIAN BOTTLED WATER

Acqua Panna Spring | San Pellegrino Sparkling
Half Liter 2.00 Liter 3.00



Enjoy our Signature Perfect Tap Water

Sangrias - Watermelon Moscato, Green Apple Moscato, or Berry
A blend of chilled wine, fresh fruit and a splash of fruit juices. watermelon glass 180 cal/pitcher 720 cal, apple glass 200 cal/pitcher 420 cal or berry glass 210 cal/pitcher 490 cal.

Sangria

Sangria with spirit! Our Porta Vita Rosso wine blended with fruit juices and Cannona Reposado 100% blue agave tequila. 230 cal. 7.50

Peach Bellini

A blend of prosecco and fresh fruit. 240 cal. 6.50

Moscato Citrus Berry Cocktail

A sparkling blend of moscato wine, lemon and blueberries. 260 cal. 6.00

Milan Mai Tai

Malibu rum, grenadine and amaretto liqueur shaken with pineapple juice and sour mix. 260 cal. 6.25

Wines

OUR WINES ARE LISTED FROM LIGHTER TO BOLDER TO ASSIST YOU IN SELECTING A WINE THAT BEST COMPLEMENTS YOUR MEAL. SKIDDY!

Glass: White 6 Rose 150 cal. Red 160 cal. Spark: Sparkling 160 cal.

Quarter: White 6 Rose 220 cal. Red 230 cal.

Bottle: White 6 Rose 630 cal. Sparkling 6 Red 660 cal.

Magnum Bottle: White 1250 cal. Rose 1250 cal. Red 1310 cal.

PORTA VITA OUR SIGNATURE WINES

We invite you to try our signature wine, handcrafted for you by one of Italy's best winemakers.

6. oz. 9. oz. 9. oz. 9. oz.

glass quartino quartino quartino quartino

5.00 7.00 5.00 7.00

5.00 7.00 5.00 7.00

5.00 7.00 5.00 7.00

WHITE & ROSÉ SELECTIONS

FRUITY & SWEET

Moscato Primo Ameno, Italy 6.50 9.00 23.00

Moscato Castello del Poggio, Italy 8.00 10.50 28.00

White Zinfandel Sutter Home, California 6.50 9.00 23.00

Riesling Chateau Ste. Michelle, Washington 7.50 10.00 26.50

LIGHT & CRISP

Sparkling Prosecco Vascchio, Italy 8.00 10.00 28.00

Pinot Grigio Cuvée, Italy 6.50 9.00 23.00

Pinot Grigio Kriss, Italy 8.00 10.50 28.00

NEW Rosé Head to Head, Italy 7.00 9.50 24.50

Sauvignon Blanc Starborough, New Zealand 8.25 10.75 29.00

FULL & SMOOTH

Chardonnay (unoaked) Seven Suns Secretoli, Italy 6.50 9.00 23.00

Chardonnay Chateau Ste. Michelle, Washington 8.00 10.50 28.00

Chardonnay Clos au Bois, California 8.50 11.00 30.00

RED SELECTIONS

SMOOTH & FRUITY

Rosato Rosso Dolce, Italy 6.50 9.00 23.00

Pinot Noir Cuvée, Italy 7.00 9.50 24.50

Pinot Noir Berninger Founders Estate, California 7.50 10.00 26.50

Merlot Ecco Domani, Italy 7.25 9.75 25.50

Merlot HS Columbe Crest, Washington 8.25 10.75 29.00

SOFT BERRY FLAVORS

Chianti Straccali, Italy 6.50 9.00 23.00

Tuscan Red Blend Head to Head, Italy 7.00 9.50 24.50

Red Blend Seven Daughters, California 8.00 10.50 28.00

Malbec HandCraft, California 7.50 10.00 26.50

Chianti Classico Rocco delle Macie, Italy 8.00 10.50 28.00

ROBUST & RICH

Cabernet Robert Marabou Private Selection, California 8.00 10.50 28.00

Cabernet Columbe Crest Grand Estates, Washington 8.50 11.00 30.00

Cabernet Coppola Diamond Collection, California 9.25 11.75 32.50

Brunello di Montalcino Col d'Orca, Italy 7.00 9.50 24.50

Amarone Bertani, Italy 7.00 9.50 24.50



WE HELP PROVIDE FOOD TO PEOPLE IN NEED WITHIN OUR Community - SHARING THE JOY OF GATHERING AROUND THE TABLE AND A WARM MEAL.

2,000 calories a day is used for general nutrition advice, but calorie needs vary.

GROUND LEASE AGREEMENT

DAWSONVILLE, GEORGIA – OLIVE GARDEN

THIS GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into by and between Rimrock Devlin Dawsonville, LLC, a Florida limited liability company (“**Landlord**”), and OLIVE GARDEN HOLDINGS, LLC, a Florida limited liability company (“**Tenant**”).

ARTICLE I – DEFINITIONS AND EXHIBITS

1.1 Definitions.

Access Drives: As defined in Section 5.2A.

Additional Hours: As defined in Section 6.5.

Additional Rent: The Tax Share and any other amounts (other than Annual Rent) owed to Landlord by Tenant as specifically set forth in this Lease. This term is used for the convenience of the parties and is not intended to identify a classification for accounting or tax purposes.

Addresses for Notices and/or Payments: The addresses for sending notices and/or payments to Landlord and/or Tenant, until changed by a notice given pursuant hereto, as more particularly provided in Section 15.3:

If to Landlord: Rimrock Devlin Dawsonville, LLC

Attn: Micah Linton
343 NW Cole Terrace, Suite 201
Lake City, Florida 32055
Telephone No.: (904) 240-1388

With a copy to:

Slutzky, Wolfe & Bailey, LLP
2255 Cumberland Parkway, Building 1300
Atlanta, Georgia 30339

Telephone No.: (770) 438-8000

If to Tenant: Until Tenant’s opening for business at the Premises:

OLIVE GARDEN HOLDINGS, LLC
c/o: Darden Restaurants, Inc.
Attn: Tracey B. Grinestaff, Development Law Dept.
1000 Darden Center Drive

Brokers: The Trilogy Group on behalf of Landlord (“**Landlord’s Broker**”) and Suzanne Ruth of Arcane Properties, Inc. on behalf of Tenant (“**Tenant’s Broker**”).

Building: The approximately Eight Thousand (8,000) square foot building (not including its attached service court and/or dumpster yard) that Tenant intends to construct upon the Pad in accordance with the provisions of this Lease.

Center: That certain property located in the City of Dawsonville, County of Dawson and State of Georgia, being more particularly described on Exhibit A-2 and depicted on Exhibit B-2, and containing approximately four (4) acres of land.

Claims: Related claims, demands, causes of action, judgments, liens, losses, liabilities and costs (including reasonable attorneys’ fees and court costs).

Code: As defined in Section 5.5C.

Commencement Date: The earlier of (a) the date that Tenant opens to the public for business at the Premises (as opposed to the date of any special or pre-opening event held at the Premises, even if the public is permitted to enter and attend such event) or (b) the one hundred eightieth (180th) day after the Possession Date.

Common Area: The access drives and sidewalks, as they exist from time to time subject to the provisions of Article XIII, located within the Center (but situated outside of the Premises) that are made available for the joint use and benefit of Landlord and all occupants of the Center and their respective customers, employees and invitees, together with the main utility lines and storm water management facilities located in the Center that serve multiple occupants of the Center, including Tenant, and/or that exclusively serve the Common Area. The “Common Area” does not include individual utility lines, any buildings or any areas or facilities available for use by only a limited number of occupants, such as, but not limited to, loading docks, drive-thru lanes and dumpsters.

Completion Deadline/Completion Date: As defined in Section 5.3A.

Construction Commencement Deadline: As defined in Section 5.4B.

Construction Completion Deadline: As defined in Section 5.4B.

Contribution Deadline: As defined in Section 5.5A.

Corporate Approval: As defined in Section 4.1A.

Co-Tenancy Satisfaction Notice: As defined in Section 3.4.

Covenant to Commence and Complete Construction: As defined in Section 2.4.

Covenant to Open: As defined in Section 2.4.

time to time, and the regulations promulgated thereunder, and (d) the Clean Air Act, 42 U.S.C. Section 7401, et seq., as amended.

Incentive Costs: As defined in Section 12.1C.

Initial Use: An “Olive Garden” restaurant.

Interest: As defined in Section 12.4.

Landlord’s Contribution: One-half (1/2) of Tenant’s actual cost to extend utilities from their locations provided in Landlord’s Work to the connection points within the Premises up to a maximum Landlord’s Contribution of Forty Thousand and No/100 Dollars (\$40,000.00), payable to Tenant as and when provided in Section 5.5.

Landlord’s Plans: As defined in Section 5.1D.

Landlord’s Preliminary Obligations: The matters described in Section 5.1.

Landlord’s Pre-Delivery Work: The matters described in Section 5.2A.

Landlord’s Post-Delivery Work: The matters described in Section 5.3A.

Landlord’s Work: The matters described in Section 5.2 and Section 5.3.

Law(s): All present and future laws, statutes, codes, ordinances, orders, rules and regulations of all federal, state, local and municipal governments, agencies and authorities having jurisdiction over the Premises and the Center.

Lease Year: Each successive twelve (12) full, calendar month period beginning on the Commencement Date, except that (a) the first Lease Year shall also include any partial calendar month at the beginning of the Primary Term if the Commencement Date is not the first day of a calendar month and (b) the last Lease Year of the Term may be a shorter period if this Lease is terminated early as provided herein.

Maintenance Costs: As defined in Section 3.3A.

Maintenance Services: As defined in Section 6.2A.

Memorandum of Lease: As defined in Section 4.3.

Net Book Value: The net book value of Tenant’s Improvements as of a particular date during the Term, which shall be equal to the then-remaining unamortized cost basis of Tenant’s Improvements, excluding the cost basis of Tenant’s removable furniture, fixtures and equipment, less the then-remaining unamortized balance of Landlord’s Contribution, if and to the extent received by Tenant calculated in accordance with generally accepted accounting principles using a twenty (20) year straight line amortization schedule over a period that begins on the later of (i) the Commencement Date or (ii) the date of the

and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (see Section 2.1). The Premises is located within the Center.

Primary Term: The period beginning on the Commencement Date and ending on the last day of the tenth (10th) Lease Year.

Primary Use: As defined in Section 2.3.

Prohibited Uses: As defined in Section 2.3.

Projected Completion Date Notice: As defined in Section 5.3A.

Projected Delivery Date Notice: As defined in Section 5.2A.

REA: That certain "Declaration of Easements and Restrictive Covenants" to be executed by Landlord and Tenant, and recorded in the official public records of Dawson County, Georgia, and, subject to the provisions of Section 13.2, all subsequent, duly executed and recorded amendments thereto.

Recapture Notice: As defined in Section 2.5.

Recapture Option: As defined in Section 2.5.

Released Parties: As defined in Section 8.7.

Removable Property: As defined in Section 14.1.

Renewal Notice: As defined in Section 2.2.

Renewal Term(s): The four (4) successive periods of five (5) Lease Years each granted to Tenant to extend the Primary Term.

Rent: The Annual Rent and Additional Rent.

Replacement Land: As defined in Section 9.3A.

Satisfaction Date: The date of Landlord's receipt of written notice from Tenant that all of the contingencies set forth in Article IV have been satisfied or that all of Tenant's related Lease termination rights have been waived in accordance with the provisions thereof, provided that the same shall not be later than the date of expiration of the Due Diligence Period and/or Permitting Period (including any extensions thereof pursuant to Section 4.2C), as applicable, as set forth herein.

Separately Assessed: As defined in Section 3.2A(i).

Title Policy: The ALTA Owner's Policy of Title Insurance with an ALTA 13 Leasehold Endorsement insuring Tenant's leasehold title to the Premises in the amount of One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000), subject only to the Permitted Title Exceptions and such policy's standard pre-printed exceptions, to be issued, at Tenant's sole cost, by Title Company.

Total Taking: As defined in Section 9.3A.

Transfer Consummation Period: As defined in Section 2.5.

Transfer Notice: As defined in Section 2.5.

UETA: As defined in Section 15.15.

Violation Anniversary Date: As defined in Section 13.1A.

Violation Termination Deadline: As defined in Section 13.1A.

Waiver Notice: As defined in Section 4.1C.

1.2 Exhibits. The following Exhibits are attached to, and form a part of, this Lease:

- A-1 – Legal Description of the Premises
- A-2 – Legal Description of the Center
- B-1 – Depiction of the Premises
- B-2 – Depiction of the Center, Spillover Parking Area and Adjacent Parcel
- C – Memorandum of Lease
- D- Non Disturbance and Attornment Agreement
- E – Tenant's Preliminary Plans
- F-1 – Clearing, Filling, Compacting and Grading Requirements
- F-2 – Utility Requirements
- F-3 – Depiction of Utility Points of Connection
- F-4 – Building Pad Representation and Certification (Compaction)
- F-5 – Building Pad Representation and Certification (Elevations)
- G – Lease Commencement and Expiration Agreement
- H – Prohibited Uses
- I – Existing Exclusives

ARTICLE II – DEMISE AND USE OF PREMISES, EASEMENTS AND TERM

2.1 Demise of Premises; Grant of Easements and Other Rights. Landlord hereby leases the Premises to Tenant for the Term. In conjunction with the leasing of the Premises, Landlord hereby grants to Tenant during the Term, for the benefit of the Premises, non-exclusive easements over the Easement Area for ingress, egress and for the installation, use, maintenance, repair and, if necessary, replacement of utility lines and related facilities serving the Premises. In no event

By way of example only, and not as a limitation, if another occupant of the Center operates as a bookstore and has an Exclusive protecting such Primary Use but has a pastry stand within such bookstore, then the Premises cannot be used as a bookstore but can be used as a pastry shop.

2.4 Tenant's Covenants to Commence and Complete Construction, Open and Operate and Right to Go Dark. Subject to any pre-Possession Date termination rights of Tenant set forth in this Lease, Tenant covenants and agrees, following the Possession Date, to (a) commence, prosecute and complete (as evidenced by the issuance of a "final" certificate of occupancy for the Premises) the construction of Tenant's Improvements in accordance with the provisions of Section 5.4B (the "**Covenant to Commence and Complete Construction**"), (b) following the completion of said construction and within three hundred and sixty five (365) days after the Commencement Date, open to the public for business at the Premises as the Initial Use (the "**Covenant to Open**"); and (c) following such opening, keep open to the public for business at the Premises as the Initial Use for at least one (1) day (the "**Covenant to Operate**"). Notwithstanding anything in this Lease to the contrary, after complying with the aforementioned covenants, Tenant shall not be required after opening to keep open to the public and/or operate any business at the Premises; provided, however, Tenant shall at all times continue to pay all Rent due under this Lease and otherwise comply with all of the obligations of Tenant under this Lease.

If Tenant has (w) not completed the construction of Tenant's Improvements in compliance with the Covenant to Commence and Complete Construction, (x) after such completion, not opened to the public for business at the Premises in compliance with the Covenant to Open, (y) after such opening, not kept open to the public for business at the Premises in compliance with the Covenant to Operate or (z) after complying with the aforementioned covenants, closes to the public for business at the Premises for a period in excess of one hundred eighty (180) consecutive days (other than for a Discontinuance), then Landlord, after the expiration of the applicable deadline and continuing until the date Tenant completes such construction and/or opens or reopens (as applicable) to the public for business at the Premises, shall have, as Landlord's sole and exclusive remedy therefor (provided, however, the foregoing is not intended to limit Landlord's available remedies under this Lease for an unrelated default by Tenant), the right (but not the obligation) to exercise the Recapture Option (as defined in Section 2.5).

2.5 Landlord's Recapture Option. If Landlord is (a) herein expressly granted the right and option to terminate this Lease and recapture possession of the Premises (the "**Recapture Option**"), which shall be Landlord's sole and exclusive remedy in the event Tenant fails to comply with the provisions of Sections 2.4, Section 5.4B (provided Tenant is not then in default under any other provision of this Lease), (b) eligible to exercise the Recapture Option pursuant to the applicable provision(s) of this Lease and (c) elects to exercise the Recapture Option, then Landlord shall deliver sixty (60) days' prior written notice thereof to Tenant (a "**Recapture Notice**"). Upon receipt of a Recapture Notice from Landlord, Tenant shall have the right to either (i) vitiate such election by (x) commencing or re-commencing (as applicable) Tenant's Work (and thereafter diligently prosecuting such work to completion), (y) opening or re-opening (as applicable) to the public for business at the Premises or (z) withdrawing Tenant's proposed assignment of this Lease or subletting of the Premises, whichever applies (see Section 11.1D), on or before the thirtieth (30) day after the date of Tenant's receipt of such Recapture Notice or (ii) unless Landlord elected to exercise the Recapture Option pursuant to the provisions of Section 11.1D, suspend Landlord's

ARTICLE III – RENT

3.1 Annual Rent; Delivery of Form W-9. Tenant shall pay Annual Rent to Landlord, at the address set forth in Section 1.1 (or at such other address as may subsequently be designated by Landlord, in writing, at least thirty (30) days in advance), in equal monthly installments, prorated for any partial calendar month(s), on the Commencement Date and the first day of each subsequent calendar month throughout the Term (except that if the Commencement Date is not the first day of a calendar month, then the first such monthly installment shall be due on the first day of the calendar month immediately following the Commencement Date and include a pro-rated payment for the partial calendar month in which the Commencement Date occurred). Annual Rent shall be paid, in advance, without notice or demand and, except as otherwise expressly permitted in this Lease, without set-off or deduction, in accordance with the schedule set forth in Section 1.1. In connection with the commencement of Tenant's Rent payment obligations under this Lease, Landlord agrees to deliver a duly executed and completed Form W-9 or its equivalent (the "**Form**") to Tenant upon the execution of this Lease. Landlord acknowledges that Tenant will be unable to process and make any Rent payments unless and until it has received the Form from Landlord and, accordingly, Tenant shall not be deemed to be in default under this Lease, nor responsible for any late charges and/or Interest, if its initial Rent payment(s) are delayed due to Landlord's failure to timely deliver the Form to Tenant; provided, however, Tenant shall promptly pay to Landlord any Rent delayed as a consequence thereof upon its receipt of the Form from Landlord.

3.2 Taxes. Tenant shall pay prior to delinquency all of the Taxes imposed upon the Premises, calculated as described below, that are assessed during the Term (from and after the Commencement Date) (the "**Tax Share**"). Such amounts for the years in which this Lease commences and terminates shall be prorated between Landlord and Tenant as of such dates. Tenant shall also pay prior to delinquency any and all personal property taxes levied against Tenant's furniture, trade fixtures, equipment and other personal property at the Premises during the Term (from and after the Commencement Date) directly to the appropriate taxing authority and any form of sales tax or similar direct tax on rent (i.e., a "true rent tax").

A. Allocation; Calculation and Payment of Tax Share.

(i) For purposes of this Section 3.2, "**Separately Assessed**" means that the taxing authority has created a unique identification number and issues tax bills for a parcel of land consisting solely of the Premises. If the Premises is Separately Assessed, then the Tax Share shall be the Taxes imposed upon the Premises; however, if such tax bill includes amounts that are not attributable to the Premises, then Tenant shall promptly notify Landlord of the amounts on such tax bill that are not attributable to the Premises and Landlord shall be responsible for paying such amounts. Tenant shall pay the Tax Share that becomes due during the Term (from and after the Commencement Date) prior to delinquency; Tenant shall receive the tax bills directly from, and pay such Taxes (as the Tax Share) directly to, the taxing authority and Tenant shall forward to Landlord an official receipt therefor from the taxing authority or, if no such receipt has been received by Tenant, other reasonable evidence thereof. If Landlord receives any tax bill for the Separately Assessed

(iii) If the Premises is not Separately Assessed, then the Tax Share shall be calculated as follows:

(a) **Land.** With respect to the Taxes imposed upon the land, the Tax Share shall be the product of the Taxes imposed upon the land contained in the tax bill multiplied by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of all land (including the Premises) included in the tax bill which includes the Premises; and

(b) **Building.** With respect to the Taxes imposed upon the buildings, the Tax Share shall be the product of the Taxes imposed upon the buildings contained in the tax bill multiplied by a fraction, the numerator of which shall be the square footage of the Building and the denominator of which shall be the leasable square footage of all buildings (including the Building) on the tax parcel which includes the Premises (whether vacant or occupied)

B. Installment Payments. If Taxes are payable to the taxing authority in installments, then Tenant shall have the right to pay the same, whether directly to the taxing authority or to Landlord as the Tax Share, over the longest available installment period, and Tenant shall not be obligated to pay any such installments due outside of the Term; provided, however, Tenant shall be obligated to pay any Taxes that accrue but do not otherwise become payable to the taxing authority during the Term (from and after the Commencement Date), which Taxes shall be prorated and due to Landlord, if applicable, at the end of the Term. The obligations of the parties set forth in this Section 3.2B shall survive the expiration or any earlier termination of this Lease.

C. Contest. If the Premises is Separately Assessed Tenant shall have the right, at Tenant's sole cost, to initiate and prosecute any proceedings permitted by Law for the purpose of obtaining an abatement of Taxes or of otherwise contesting the validity or amount of any Taxes paid or payable by Tenant. If required, Tenant may take such action in the name of Landlord, who shall cooperate with Tenant to such extent as Tenant may reasonably require so that such proceedings can be brought to a successful conclusion. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all Claims incurred in the prosecution of such proceedings by Tenant, which indemnification shall survive the expiration or any earlier termination of this Lease. If the Premises is not Separately Assessed and Tenant notifies Landlord that it desires to contest any Taxes paid or payable by Landlord and a majority of the other occupants of the building(s) included in the same tax bill as the Premises also desire to contest such Taxes and are willing to share in the reasonable costs thereof, then Landlord shall use reasonably prudent practices to pursue such contest (a "**Tax Contest**") at reasonable costs, which may include hiring a local property tax attorney or consulting firm to administer the process. Landlord agrees to timely contact the other occupants to determine their willingness to contest such Taxes or to provide their contact information to Tenant so that Tenant can do so. Tenant agrees to pay its pro rata share of such reasonable costs, calculated using the same fraction used to determine the Tax Share. A portion of

A. **Corporate Approval.** During the Due Diligence Period, Tenant shall seek the formal approval of this Lease from all of its responsible officers and/or department managers (the “**Corporate Approval**”).

B. **Survey.** During the first thirty (30) days of the Due Diligence Period (subject to the provisions of Section 4.1E), Tenant may elect to have the Premises surveyed by a duly licensed professional surveyor (the “**Survey**”). If the legal description of the Premises as stated on the Survey differs from that initially attached to this Lease (as Exhibit A-1), or if a legal description thereof was not available to be initially attached hereto, then the legal description thereof from the Survey shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease.

C. **Title.** During the first thirty (30) days of the Due Diligence Period, Tenant shall order and review the Title Commitment. If such initial Title Commitment, the Survey or a visual inspection of the Premises reveals any exceptions, matters of record, conditions or other matters unacceptable to Tenant, in Tenant’s reasonable determination, then Tenant shall notify Landlord thereof in writing, with specificity, prior to the close of business on the thirtieth (30th) day of the Due Diligence Period. Upon receipt thereof, Landlord shall determine which of Tenant’s objections, if any, it is willing to cure by the end of the Due Diligence Period or such other commercially reasonable deadline(s) as may be agreed to in a writing executed by both Landlord and Tenant (also referred to herein as a “**Cure Deadline**”) and deliver detailed written notice thereof to Tenant prior to the close of business on the forty-fifth (45th) day of the Due Diligence Period (the “**Cure Notice**”). If Landlord notifies Tenant that it does not intend to cure certain of Tenant’s objection(s) by a Cure Deadline (or fails to timely deliver the Cure Notice, which shall be deemed to be an election by Landlord not to cure any Tenant objection), then Tenant shall, as its sole and exclusive remedy options, either (i) terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), or (ii) waive such uncured objection(s) by delivering written notice of such election to Landlord prior to the close of business on the last day of the Due Diligence Period. If Tenant elects remedy option (ii) of the preceding sentence, then such waived uncured objection(s) shall, for purposes hereof, be deemed to be Permitted Title Exceptions as of the end of the Due Diligence Period (provided, however, all such uncured objection(s) that Landlord has promised in the Cure Notice to cure by a Cure Deadline shall not be deemed to be Permitted Title Exceptions). Unless Tenant affirmatively notifies Landlord, in writing, that it waives its Lease termination right pursuant to this Section 4.1C (the “**Waiver Notice**”), in which event Tenant shall be deemed to have waived any objection(s) that Landlord has not promised to cure in the Cure Notice, this Lease shall automatically terminate as of the end of the Due Diligence Period (and, except for any rights or obligations which shall expressly survive such termination, neither party shall thereafter have any further rights or obligations to the other under this Lease). Notwithstanding anything in this Lease to the contrary, if Landlord promises, in the Cure Notice, to cure certain of Tenant’s objection(s) by a Cure Deadline on or before the end of the Due Diligence Period but does not, for whatever reason, do so, then, if Tenant delivers the Waiver Notice to Landlord, Tenant shall be deemed to have waived such uncured

D. Tests, Studies and Investigations. During the Due Diligence Period, Tenant may, subject to the provisions of Section 4.1E, conduct such tests, studies and investigations as Tenant deems appropriate to determine the Premises' suitability, in Tenant's sole and absolute discretion, for the Initial Use, including, without limitation, geotechnical soils tests. Landlord shall cooperate with Tenant's reasonable requests for information and/or assistance in connection with such tests, studies and investigations (at no unreasonable out-of-pocket cost to Landlord). Notwithstanding the foregoing, however, Tenant shall not conduct any invasive or penetrating testing on (or about) the Premises, other than geotechnical soils tests, without first obtaining Landlord's written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed.

E. Entry. From and after the Effective Date, unless or until this Lease is terminated by either party pursuant to a right to do so herein contained, Tenant's representatives, upon prior reasonable notice to Landlord, may enter onto the Premises to perform the Survey and/or to conduct the tests, studies and investigations described in Section 4.1D. Tenant shall promptly repair any damage to the Premises caused by such entry and/or tests, studies and investigations and agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all Claims resulting therefrom, which repair obligation and indemnification shall survive the expiration or any earlier termination of this Lease; provided, however, the foregoing indemnification shall not extend to any Claims resulting from the mere discovery by Tenant of the existence of any Hazardous Materials. Prior to any such entry, however, Tenant shall have procured the insurance coverages required pursuant to Section 8.1 and delivered proof of such insurance to Landlord. No such entry shall unreasonably interfere with any work being conducted on the Premises or elsewhere in the Center

F. Document Deliveries. Within the first ten (10) days following the Effective Date, Landlord shall deliver to Tenant, if and to the extent possessed by Landlord and not previously delivered, copies of any and all non-confidential documents in Landlord's possession which pertain to the Premises, including, but not limited to, any design and/or signage criteria pertaining to the Center, the most current version of Landlord's Plans, surveys, third-party reports, tests or studies, title materials (including copies of all exception documents referenced in Landlord's title policy), environmental assessments and land use approvals. Landlord acknowledges that Tenant will be relying on Landlord's Plans in the preparation of Tenant's Plans, but otherwise Tenant is and will be relying strictly and solely on Tenant's own inspections and examinations and the advice of its counsel, engineers, accountants, agents, and representatives. Tenant shall be responsible for verifying through Tenant's own due diligence the accuracy and completeness of any and all materials, studies and reports provided hereunder by Landlord and any reliance by Tenant on such materials shall be at Tenant's own risk. Tenant hereby acknowledges that all materials and information heretofore or hereafter delivered by Landlord or Landlord's agents to Tenant or Tenant's agents is solely for the convenience of Tenant and Landlord does not and shall not warrant, guarantee, affirm or assure accuracy, completeness or validity of any of the information contained or referenced therein (except as otherwise expressly set forth herein).

date of Landlord's receipt of a second, follow-up written request from Tenant for a response thereto. If such materially modified plans have been rejected by Landlord and thereafter not been approved (or deemed approved) by Landlord within thirty (30) days after the date of Landlord's receipt of their initial submission, then Tenant shall, at any time thereafter until Tenant's receipt of such approval, have the right and option to terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord; provided, however, Landlord may vitiate such termination by Tenant by delivering Landlord's written approval of such materially modified plans to Tenant within five (5) business days after the date of its receipt of Tenant's termination notice. Notwithstanding the notice-related provisions of this Lease, all required submissions of Tenant's Final Plans to Landlord pursuant to this Section 4.2A shall be made to Greg Craft, Landlord's member/construction manager whose e-mail address is jgcrafft1@gmail.com and mailing address is 5973 Wild River View, Sugar Hill, GA 30518.

B. Permits, Licenses and/or Governmental Approvals. Following the preparation and submittal of Tenant's Final Plans pursuant to the provisions of Section 4.2A and throughout the remainder of the Permitting Period, Tenant shall use diligent, good faith efforts to pursue and attempt to obtain (or, at a minimum, to assure itself by the end of the Permitting Period (as the same may have been extended pursuant to the provisions of Section 4.2C) that it will be able to obtain as and when needed), at Tenant's sole cost, all permits, licenses and/or governmental approvals necessary for the construction of Tenant's Improvements and/or the Initial Use. These may include, without limitation, a license to sell alcoholic beverages to the public, the right to a minimum of 150 parking spaces located immediately adjacent to the Building, any and all necessary approvals of and/or permits for any required signage including building signage as allowed by the local permitting authority and also subject to the local permitting authority, one (1) monument sign on the Premises, in the approximate location and size depicted in Tenant's Preliminary Plans and construction permits (and when such construction is complete, a "final" certificate of occupancy for the Premises). Tenant acknowledges that Landlord has not represented or warranted that Tenant will be able to obtain the permits for Tenant's desired signage, and Tenant shall determine such permissibility by the municipality during the Due Diligence Period.

C. Extensions. If, at any time prior to the then scheduled end of the Permitting Period, it becomes apparent to Tenant that it will not be able to obtain all of the permits, licenses and/or governmental approvals described in Section 4.2B by the end of the Permitting Period (despite Tenant's prompt application therefor and subsequent use of diligent, good faith efforts in pursuit thereof), then Tenant shall be entitled to extend the Permitting Period once, for up to sixty (60) days, by delivering written notice thereof to Landlord prior to the then scheduled end of the Permitting Period, in which event the Permitting Period shall thereafter expire upon the earlier of (i) such sixty (60) day period, or (ii) Tenant's receipt of all permits.

4.3 Memorandum of Lease; Recordation. Landlord and Tenant agree that this Lease shall not be recorded. A memorandum of this Lease substantially in the form of Exhibit C (the

Landlord's Plans within such fifteen (15) day period, then Landlord's Plans shall be deemed to have been approved by Tenant. If Tenant has timely disapproved Landlord's Plans (as initially submitted), then Landlord and Tenant shall work together in good faith to address Tenant's concerns in a commercially reasonable manner. If, despite Tenant's and Landlord's diligent, good faith efforts, Landlord's Plans have not been approved (or deemed approved) by Tenant within thirty (30) days after the date of Tenant's receipt of their initial submission, then either party shall, at any time thereafter until the earlier of Landlord's receipt of such approval or Tenant's waiver of its Due Diligence Period-related Lease termination rights, have the right and option to terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to the other; provided, however, that Tenant may vitiate Landlord's termination by delivering its written approval of Landlord's Plans to Landlord within five (5) business days after the date of its receipt of Landlord's termination notice. Landlord acknowledges that Landlord's Plans, as the same may be modified from time to time prior to the completion of Landlord's Work, will be used and relied upon by Tenant in promulgating Tenant's Final Plans (as provided in Section 4.2A) and, further, agrees that it will not, without notifying Tenant thereof and receiving Tenant's prior written consent thereto (which consent shall not be unreasonably withheld, conditioned or delayed but which consent shall not be necessary if such modifications were required by any governmental permitting/licensing/approving authority), make any modifications to Landlord's Plans that may require a material change to Tenant's Final Plans. Notwithstanding anything in this Lease to the contrary, if Landlord makes or is required by any governmental permitting/licensing/approving authority to make any modifications to Landlord's Plans that will require a material change to Tenant's Final Plans, then Landlord shall be responsible for reimbursing to Tenant all of the actual, documented out-of-pocket costs incurred by Tenant in connection therewith

C. Permits, Licenses and/or Governmental Approvals for Landlord's Work.

Within ten (10) days following Tenant's approval (or deemed approval) of Landlord's Plans, Landlord shall submit Landlord's Plans to the appropriate governmental permitting/licensing/approving authorities and thereafter diligently pursue all necessary permits, licenses and/or governmental approvals for Landlord's Work. If and when all such permits, licenses and/or governmental approvals have been obtained, Landlord shall promptly forward reasonable evidence thereof to Tenant. If Landlord is unable to obtain all such permits, licenses and/or governmental approvals by the applicable deadline or if a material change needs to be made to Landlord's Plans in order to obtain all such permits, licenses and/or governmental approvals, then Landlord shall notify Tenant thereof, in writing, and Tenant may either (i) terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord or (ii) provide Landlord with additional time to modify Landlord's Plans so that they may become acceptable to Landlord, Tenant and the appropriate governmental permitting/licensing/approving authorities, in which event Tenant's option to terminate this Lease shall be tolled pending Landlord's receipt or rejection of all such permits, licenses and/or governmental approvals. If Tenant elects option (ii) in the preceding sentence (which election shall be presumed unless Tenant affirmatively notifies Landlord of its election to terminate this Lease), then

described in subsections (i) through (iv) of this Section 5.2A), signed by Landlord's general contractor, certifying to Tenant, without any material qualifications or caveats, that Landlord's Pre-Delivery Work has been completed in accordance with the provisions of this Section 5.2A, (y) receipt of an original certification, signed by a duly authorized representative (or officer) of Landlord, certifying to Tenant that the Premises is vacant and available for Tenant's acceptance of exclusive possession and (z) acknowledgment and acceptance thereof. For purposes of this Section 5.2A (but subject to the provisions of Section 5.4C), the date of Landlord's completion of Landlord's Pre-Delivery Work and delivery of vacant and exclusive possession of the Premises to Tenant and Tenant's acknowledgment and acceptance thereof (the "**Delivery Date**") shall be deemed to have occurred on the later of the dates of Tenant's receipt of the certifications described in clauses (x) and (y) of the preceding sentence unless Tenant, in a writing delivered to Landlord within ten (10) days after such later date, sets forth, in reasonable detail, the reason(s) why it does not believe that the Delivery Date has actually occurred and, upon investigation, such reason(s) subsequently prove to be legitimate (in which event the Delivery Date shall be the date of the satisfaction of such reason(s), as mutually acknowledged and agreed to, in writing, by Landlord and Tenant); provided, however, Tenant shall not be deemed to have acknowledged and accepted such completion and delivery, nor shall Tenant's aforementioned 10-day opportunity to notify Landlord of its reason(s) for disputing the same be deemed to have commenced, unless and until the Satisfaction Date has occurred. If Tenant delivers such written rejection notice to Landlord, then the parties agree to work together in good faith to cause such completion and/or delivery to promptly (and properly) occur. Notwithstanding anything in this Section 5.2A to the contrary, Landlord's Pre-Delivery Work shall not be deemed to have been completed unless (or until) such work has been completed to at least the degree necessary for Tenant to be able to obtain all necessary permits for and commence Tenant's Work. Landlord shall endeavor to keep Tenant updated on its progress and agrees to give Tenant written notice of Landlord's projected Delivery Date at least fifteen (15) days prior to such projected date (the "**Projected Delivery Date Notice**") and acknowledges that the Delivery Date shall not be deemed to have occurred unless and until Tenant has received the Projected Delivery Date Notice and fifteen (15) days have elapsed since the date of its receipt thereof.

- (i) **Clearing, Filling, Compacting and Grading.** The Premises (with the exclusion of the Pad) shall have been cleared, filled, compacted and graded in accordance with all applicable Laws and with **Section A** of the "Clearing, Filling, Compacting and Grading Requirements" set forth on **Exhibit F-1**. The Pad shall have been cleared, filled, compacted and graded in accordance with all applicable Laws and with **Section B** of the "Clearing, Filling, Compacting and Grading Requirements" set forth on **Exhibit F-1**. Also, Landlord shall have provided to Tenant original certifications from Landlord's: (a) geotechnical engineer, certifying to Tenant, without any material qualifications or caveats, that such clearing, filling, compacting and grading work for the Pad has been completed in the form of **Exhibit F-4**; and (b) surveyor, certifying to Tenant, without any material qualifications or caveats, that such work has been completed in the form of **Exhibit F-5**.

from the public streets adjoining and/or the private drives within the Center and that such access shall be and remain unimpeded.

(iv) **Underground Detention Basin**: An underground detention basin shall be constructed by Landlord under the Premises in accordance with the requirements set forth in the Haines Gipson Plans as defined in **Exhibit F-1** (“**Underground Detention Basin**”). Also, Landlord shall have provided to Tenant an original certification from Landlord’s project engineer, certifying to Tenant, without any material qualifications or caveats, that the Underground Detention Basin has been completed in accordance with the foregoing provisions of this **Section 5.2A(iv)**.

B. Late Delivery. If Landlord’s Pre-Delivery Work has not been completed or vacant and exclusive possession of the Premises has not been delivered to Tenant by the Delivery Deadline, then Tenant shall have the following remedy options available to it:

(i) If Landlord’s Pre-Delivery Work has not been completed or vacant and exclusive possession of the Premises has not been delivered to Tenant by the one hundred and fiftieth (150th) day after the date of Tenant’s waiver of its lease termination rights related to the Permitting Period, after giving Landlord at least thirty (30) days’ prior written notice of its intentions, to terminate this Lease by delivering written notice thereof to Landlord (during which 30-day post-notice period Landlord may vitiate such notice by completing Landlord’s Pre-Delivery Work and/or delivering vacant and exclusive possession of the Premises to Tenant, as applicable), in which event Landlord shall promptly (after such 30-day period, which shall be the effective date of such termination) pay to Tenant the total of all actual, documented out-of-pocket costs incurred by Tenant in connection with this transaction (not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), which payment obligation shall survive such termination and which payment shall be due to Tenant within thirty (30) days after the later of (a) the effective date of such termination or (b) the date of Landlord’s receipt of such cost documentation from Tenant, and, after making such payment, neither party shall have any further rights or obligations to the other under this Lease (except for any other rights or obligations which shall expressly survive such termination); provided, however, such unexercised right and option shall expire if and when the Delivery Date actually occurs; or

(ii) After giving Landlord prior written notice of its intentions, to give Landlord additional time beyond the Delivery Deadline, in which event Tenant’s remedy option (i) above shall be tolled for such additional period pending the completion of Landlord’s Pre-Delivery Work and delivery of vacant and exclusive possession of the Premises to Tenant. Should Tenant exercise this option to give Landlord additional time beyond the Delivery Deadline, then the 180-day post-Possession Date period that potentially triggers the Commencement Date (see Section 1.1) shall be extended by the number of days equal to the delay in completion of such items of Landlord’s Pre-Delivery Work and delivery of vacant and exclusive

B. Late Completion. If Landlord's Post-Delivery Work has not been completed by the Completion Deadline, then the 180-day post-Possession Date period that potentially triggers the Commencement Date (see Section 1.1) shall be extended by the number of days equal to the delay in completion of such items of Landlord's Post-Delivery Work and Tenant shall have the following additional remedy options available to it:

(i) After giving Landlord at least ten (10) days' prior written notice of its intentions, to complete any incomplete item(s) of Landlord's Post-Delivery Work on the Premises itself and, if not paid in full to Tenant within thirty (30) days after the date of Landlord's receipt of Tenant's written demand therefor along with paid receipts and a final lien waiver from any contractor performing work on behalf of Tenant, to deduct all actual, documented costs thereof, including reasonable overhead (not to exceed ten percent (10%)), plus Interest, from any amounts subsequently due to Landlord under this Lease, including Annual Rent subsequently due to Landlord under this Lease, until Tenant has been fully reimbursed; or

(ii) After giving Landlord prior written notice of its intentions, to give Landlord additional time beyond the Completion Deadline, in which event Tenant's remedy option (i) above shall be tolled for such additional period pending the completion of Landlord's Post-Delivery Work.

5.4 **Tenant's Work.**

A. Conduct; Trailers; Storage and Staging; Temporary Signage. Tenant's Improvements shall be constructed in accordance with Tenant's Final Plans and in compliance with all applicable Laws. For purposes of this Lease, all work items related to the construction of Tenant's Improvements shall be collectively referred to as "**Tenant's Work.**" Except as otherwise provided in Section 5.5, Tenant's Work shall be performed by or on behalf of Tenant, at Tenant's sole cost. Landlord agrees, subject to Tenant's compliance with all applicable Laws, that Tenant shall have the right, during its aforementioned construction period, to place no more than two (2) total construction and/or hiring trailers on the Premises in locations reasonably approved by Landlord so as not to interfere with Landlord's Work or access within the Center) and to create, at Tenant's sole cost, tool storage, materials staging and trash collection areas thereon. Subject to all applicable Laws, Tenant shall be permitted to hang professionally prepared temporary signage at the Premises indicating that its business will be "Coming Soon" and/or is "Now Hiring" while Tenant's Work is being prosecuted and announcing the "Grand Opening" to the public of such business for a period prior to and up to thirty (30) days after the actual date thereof, so long as Tenant has waived its contingencies set forth in Section 4.1 and 4.2 hereof.

B. Commencement, Prosecution and Completion. Notwithstanding the Covenant to Open (see Section 2.4), Tenant covenants and agrees to: (i) commence Tenant's Work (as evidenced by the mobilization of Tenant's contractors to the Premises and the beginning of excavating/trenching work for foundations, utility line connections and/or plumbing

term real property (within the meaning of said Section 110 of the Code) for use in Tenant's trade or business at the Premises. All improvements funded by Landlord's Contribution shall be deemed to be the property of Landlord, and Landlord shall depreciate the same as long-term real property.

ARTICLE VI – MAINTENANCE OBLIGATIONS AND INSPECTIONS

6.1 Tenant's Maintenance Obligations. Tenant shall, at all times during the Term and at its own cost, keep and maintain all of Tenant's Improvements upon the Premises, including, without limitation, the Premises' parking and landscaping, the HVAC, sewage disposal, drainage, lighting, irrigation, exhaust and grease trap systems exclusively serving the Premises (from the points where Landlord delivered such systems' lines and/or where Tenant made its connections thereto, if and as applicable), in a good condition and state of repair and in compliance with all applicable Laws. Notwithstanding anything in this Lease to the contrary, Landlord warrants to Tenant that any improvements, systems and/or equipment installed (or to be installed) by or on behalf of Landlord upon the Premises shall be of good quality and free from faults and defects for (a) one (1) year from and after the Commencement Date or (b) the period provided under applicable Law, whichever is longer. Notwithstanding anything to the contrary, Landlord's warranty obligations for the Underground Detention Basin shall continue throughout the Term of this Lease, and shall not be limited by the preceding sentence.

6.2 Landlord's Maintenance Obligations. Landlord covenants and agrees that the Maintenance Services (as defined below) shall be furnished and performed in a commercially reasonable manner consistent with the proper performance of Landlord's obligations under this Lease.

A. Maintenance. Landlord shall, at all times during the Term and at its own cost, keep and maintain (or cause others to keep and maintain) all portions of the Common Area located outside of the Premises, including the **Underground Detention Basin**, in a good condition and state of repair and in a manner consistent with the standards of shopping centers of similar size, quality and nature as those in the state in which the Center is located and in compliance with the applicable provisions of the REA and all applicable Laws. In connection therewith, Landlord (or others, on behalf of Landlord) shall maintain, repair, clean and insure the **Underground Detention Basin**. Further, Landlord (or others, on behalf of Landlord or pursuant to the REA) shall maintain, repair, clean, insure and light such portions of the Common Area, including, without limitation, performing the following duties (all individually and collectively, the "**Maintenance Services**"):

(i) **Access Drives and Sidewalks.** Cleaning, sweeping, repaving, resurfacing, painting, seal-coating, striping, hole patching, removal of trash, debris, snow and ice, maintenance and repair of directional and traffic signs, maintenance and repair of, and electricity for, access drive lighting;

(ii) **Landscape Maintenance.** Mowing, weeding, trimming, fertilizing, pruning, raking and sweeping, irrigation (including water costs and repair and maintenance of sprinkler systems), replacement of damaged or dead plants, trees, shrubs and grass, reasonable amounts and frequency of seasonal flower plantings;

6.4 Landlord's Right of Entry. Except in the event of an emergency, Landlord and/or its property manager may enter and inspect the Premises during all reasonable business hours during the Primary Term or any Renewal Term, so long as such inspection is scheduled at least twenty-four (24) hours in advance with Tenant's general manager at the Premises, does not unreasonably interfere with Tenant's business activities taking into account Tenant's busy meal times, and does not occur more than two (2) times in any Lease Year. Notwithstanding the preceding sentence, Landlord and/or its property manager may enter the Premises at any time in the event of an emergency (but shall make reasonable efforts, under the circumstances, to notify Tenant's general manager thereof and/or to allow for a representative of Tenant to be present during such entry). So long as Tenant is open and operating its business at the Premises (or if the same is closed in connection with a Discontinuance), and further provided Tenant is not otherwise in default hereunder beyond any applicable grace period, Landlord shall not display "For Rent" or other similar signs or notices on the Premises.

6.5 After-Hours Lighting. Tenant shall keep the access drives located on the Premises illuminated from dusk until dawn as required under the REA.

ARTICLE VII – TENANT'S ALTERATIONS AND OTHER CHANGES

7.1 Tenant's Alterations. Subject to all applicable Laws, Tenant, at Tenant's sole cost, may make alterations to the Building and/or any other improvements (including signage and interior structural alterations) on the Premises without the necessity of obtaining Landlord's consent thereto. Provided, however, any exterior façade or exterior structural alterations shall require Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed, unless such exterior alterations are being made in conjunction with a national re-branding of the Olive Garden concept, in which case such exterior alterations shall be deemed approved and not require landlord consent; provided, however, Tenant shall not (except in the event of damage or destruction as provided in Section 9.1), without Landlord's consent, voluntarily remove or demolish the Building or any other improvements on the Premises unless Tenant replaces such Building or other improvements with a building or other improvements of comparable functionality as the original Building and other improvements and Tenant shall not construct any structures outside of the Pad without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant's alterations shall be performed in a good and workmanlike manner and, once commenced, shall be diligently completed within a commercially reasonable period of time. Tenant, at Tenant's sole cost, shall obtain any and all necessary permits, licenses and/or governmental approvals before commencing any alterations.

ARTICLE VIII – INSURANCE AND INDEMNIFICATIONS

8.1 Tenant's Insurance Requirements.

A. Tenant's Liability Insurance. Beginning on the Possession Date and throughout the Term, Tenant shall maintain commercial general liability insurance, including contractual liability coverage, in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) for injuries or death to persons, and in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for damage to property, occurring on the Premises

8.3 Other Coverage. Landlord and Tenant shall each maintain worker's compensation insurance in the statutorily required amounts or such other alternative coverage(s) as may be permitted under the Laws of the state in which the Premises is located.

8.4 General Requirements. All insurance policies required to be maintained by Landlord (or others, on behalf of Landlord) and Tenant shall be written by insurance companies authorized to do business in the state in which the Premises is located and having a minimum rating of A-/VIII by the most current A.M. Best Company's Key Rating Guide, or its equivalent if no longer published. In the event that Tenant assigns this Lease to an assignee requiring Landlord's consent under Section 11.1A of this Lease, such assignee shall have a deductible not to exceed Fifteen Thousand and No/100ths Dollars (\$15,000.00). Liability insurance policies shall be written on a "per occurrence" basis. Each party shall have its insurer provide thirty (30) days' prior written notice to the other party of the cancellation or non-renewal of any insurance policy required hereunder, or of any reduction in coverage below the amounts required herein.

8.5 Master Policies. It is agreed that the insurance coverages required herein may be maintained as part of master or umbrella policies of insurance covering other property of Landlord or Tenant, as applicable, provided that the amount of coverage attributable to the Premises or Center as applicable shall not be reduced on that basis of such umbrella coverage.

8.6 Certificates. Each party shall, within thirty (30) days after the date of its receipt of a written request, provide a certificate of insurance to the other reflecting the coverages required of it hereunder; provided, however, neither party shall be required to provide such a certificate more than once every twelve (12) months, unless such policy has changed within such twelve (12) month period.

8.7 Waiver of Subrogation. Landlord and Tenant each releases the other and the other's officers, members, partners, owners, directors, agents (including, without limitation, any managing agent, management company and property manager) and employees (individually and collectively, the "**Released Parties**"), from any and all liability for loss or damage to the releasing party's respective property located at the Center, which loss or damage is covered by insurance (or self-insurance) required to be carried hereunder. The foregoing waiver shall apply regardless of the cause, including, but not limited to, Claims caused by any of the Released Parties. If either party maintains a deductible or self-insured retention, it is intended that the foregoing release include the amount of any such deductible or self-insured retention carried by the releasing party. Landlord and Tenant shall each cause its respective property insurance carrier to waive all rights of recovery against the Released Parties with respect to any such loss or damage.

8.8 Indemnifications. Except as set forth in Section 8.7 and with respect to the Underground Detention Basin and Landlord's Work, Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims resulting from or otherwise associated with any injuries to persons or damage to property occurring on the Premises during the Term. Except as set forth in Section 8.7, Landlord agrees to indemnify, defend (with counsel reasonably acceptable to Tenant) and hold Tenant harmless from and against any and all Claims resulting from or otherwise associated with any injuries to persons or damage to property occurring in the Common Area, or arising out of or related to the

9.1 Damage to or Destruction of Tenant's Improvements.

A. If Tenant's Improvements should be damaged or totally destroyed by fire or other casualty at any time during the Term, then Tenant shall promptly deliver written notice thereof to Landlord.

B. If Tenant's Improvements should be non-materially damaged (in Tenant's sole determination) by fire or other casualty at any time during the Term, then Tenant (in addition to promptly delivering the notice described in Section 9.1A) shall (i) at all times continue to pay all Rent due under this Lease, (ii) be obligated, at Tenant's sole cost, to promptly restore Tenant's Improvements to their prior condition and (iii) be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty.

C. If Tenant's Improvements should be "Materially Damaged" (for purposes of this section, Materially Damaged shall mean the cost to repair such damage is greater than the higher of (i) Two Hundred Thousand and No/100 Dollars (\$200,000.00) (in 2018 U.S. Dollars)) or (ii) ten percent (10%) of the initial cost basis of Tenant's improvements as set forth in the Net Book Value definition hereof) or totally destroyed by fire or other casualty at any time during the Primary Term or at any time during the first three (3) Lease Years of any Renewal Term, then Tenant (in addition to promptly delivering the notice described in Section 9.1A) shall, within sixty (60) days after the date of such fire or other casualty, deliver written notice to Landlord of Tenant's election to either (i) restore Tenant's Improvements to their prior condition or (ii) not restore Tenant's Improvements and discontinue operations at the Premises, and Tenant shall continue to pay all Rent due under this Lease through and including the last day of the Primary Term or then current Renewal Term, as applicable. If Tenant elects to restore Tenant's Improvements, then Tenant shall, at Tenant's sole cost, promptly proceed with all reasonable diligence to rebuild and repair Tenant's Improvements to substantially the condition in which they existed prior to such fire or other casualty and be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty.

If Tenant elects not to restore Tenant's Improvements and discontinue operations at the Premises, then Tenant shall, at Tenant's sole cost, raze any remaining portion of the Building, including all foundations, footings and other related improvements within the former Pad, cap all utility lines at the perimeter of the former Pad, remove all debris from the Premises and install a parking surface thereon within ninety (90) days after the date of such fire or other casualty (unless instructed by Landlord, in writing, to leave the Premises in its "as is" condition) and be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty less the then-remaining unamortized balance of Landlord's Contribution, if and to the extent received by Tenant, and Landlord shall have the right and option, at any time thereafter, to terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), upon thirty (30) days' prior written notice delivered to Tenant.

9.3 Condemnation.

A. **Total Taking.** If all or a material portion (in Tenant's determination, as qualified in Section 9.3B) of the Premises or access to the Premises via the Common Area in reasonable proximity to (but outside of) the Premises shall be (i) acquired by the right of condemnation for any public or quasi-public use or purpose or (ii) sold to a condemning authority under threat of condemnation or in lieu thereof (in either event, a "**Total Taking**"), then the Term shall cease and terminate as of the date of title vesting in the condemning authority pursuant to such Total Taking and all Rent due under this Lease shall be paid up to such date by Tenant (such termination to be otherwise in accordance with the provisions of Section 14.1). In the event of such termination, any Rent due for the last partial calendar month of Tenant's possession of the Premises shall be prorated, and any Rent paid in advance shall be promptly refunded to Tenant.

However, if Tenant has elected to terminate this Lease due solely to a Total Taking-related loss of parking within and/or access to the Premises, and Landlord makes Replacement Land (as defined below) available to Tenant from the later of (i) the date of such Total Taking or (ii) the thirtieth (30th) day after the date of Landlord's receipt of Tenant's termination notice through the remainder of the Term, then Tenant's termination election shall become void. For purposes of this Section 9.3A, "**Replacement Land**" means substitute parking area and/or alternative means of access that is substantially comparable to the taken parking area and/or means of access, as applicable, as reasonably determined by Tenant, taking into account the Replacement Land's proximity to the Premises, convenience of use by Tenant's invitees, the number of parking spaces within the Replacement Land in comparison to the number of parking spaces taken and the likely usage of the Replacement Land by others who may also need parking in and/or access to the Center.

B. **Partial Taking.** If only a portion of the Premises and/or the Common Area in reasonable proximity to (but outside of) the Premises shall be (i) acquired by the right of condemnation for any public or quasi-public use or purpose or (ii) sold to a condemning authority under threat of condemnation or in lieu thereof and Tenant determines, in Tenant's reasonable discretion, that the remaining balance(s) thereof will permit Tenant to continue to operate its business at the Premises at substantially the same level it was operating at prior to the Partial Taking (with specifically, among other required attributes, adequate access to and sufficient parking for Tenant's Permitted Use of the Premises – i.e., that the portion so taken was not "material" – in either event, a "**Partial Taking**"), which determination shall be presumed if Tenant fails to deliver a termination notice to Landlord within sixty (60) days of the date Tenant receives notice of the condemnation, then Tenant, at Tenant's sole cost (subject to reimbursement from any condemnation award to which Tenant is entitled as provided in Section 9.3D), shall promptly proceed with reasonable diligence to restore the Premises to a condition reasonably comparable to the Premises' condition at the time of such condemnation, less the portion of the Premises lost in such Partial Taking (if any), and this Lease shall continue in full force and effect but with a reduction of Rent (effective as of the date of title vesting in the condemning authority pursuant to such Partial Taking) to equitably reflect the diminished utility or value of the

aggregate net award pertaining to the Premises (the “Award”) shall be made payable to both Landlord and Tenant and be paid and distributed as follows:

(i) In the event of a Temporary Taking of all or a portion of the Premises, the entire Award shall be paid to Tenant (but if such Temporary Taking extends beyond the expiration of the Term, then the portion relating to the period of time after the date of expiration shall be paid to Landlord);

(ii) In the event of a Partial Taking of a portion of the Premises, Tenant shall receive a sum from the Award equal to the Net Book Value of the portion of Tenant’s Improvements taken as of the date immediately prior to the date of such Partial Taking and Landlord shall receive a sum from the Award equal to the value of the fee simple title to the land area of the portion of the Premises taken (exclusive of the Net Book Value of the portion of Tenant’s Improvements taken) as of the date immediately prior to the date of such Partial Taking;

(iii) In the event of a Total Taking, Tenant shall receive a sum from the Award equal to the Net Book Value of Tenant’s Improvements as of the date immediately prior to the date of such Total Taking plus the value of Tenant’s Leasehold Estate (as defined below) and Landlord shall receive a sum from the Award equal to the Net Book Value of Landlord’s Work completed on the area so taken plus the value of the fee simple title to the land area of the Premises (exclusive of the Net Book Value of Tenant’s Improvements) as of the date immediately prior to the date of such Total Taking;

(iv) In the event the total Award is not adequate to cover all the items in (ii) and (iii) above, then the Award shall be divided proportionally based on the amounts that would otherwise be due to the parties. In the event of either a Partial Taking or a Total Taking, after the allocation of the Award pursuant to parts (ii) or (iii) above, if any of the Award remains, Tenant shall be entitled to receive any portion of the Award allocated to the cost of relocating Tenant’s removable furniture, fixtures and equipment and for Tenant’s loss of business, regardless of whether this Lease is terminated; and

(v) In the event of either a Partial Taking or a Total Taking, after the allocation of the Award pursuant to parts (ii) or (iii) above and part (iv) above, Landlord shall be entitled to receive the balance of the Award remaining after giving effect to the foregoing provisions of this Section 9.3D.

For purposes of this Section 9.3D, “Tenant’s Leasehold Estate” means the rights and interests granted to Tenant under this Lease. Any Taking-related termination of this Lease shall not affect the rights of the parties to receive their respective portions of the Award.

ARTICLE X – REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of Landlord. Landlord makes the following representations and warranties to Tenant, each of which is (i) material and being relied upon by

I. Other than in connection with Landlord's Work, there are no contracts of employment, management, maintenance, service or supply, and no union contracts, which are binding upon the Premises or any occupant of the Premises.

J. To Landlord's knowledge, there are no unpaid special assessments, matured or unmatured, that are binding upon the Premises. To Landlord's knowledge, there are no contemplated assessments that may be imposed upon the Premises relating to a public project.

K. Other than as may be contained within that certain Phase I Environmental Assessment dated October 7, 2016, prepared by Grounded Engineering Services, to Landlord's knowledge, the Premises (including its soils, surface water, ground water and existing improvements, if any) do not contain any underground storage tanks or Hazardous Materials in violation of any applicable Law, nor to Landlord's knowledge, has the Premises been used for the production, processing, burial, storage (including underground storage tanks), disposal or release of any Hazardous Materials.

Landlord agrees to indemnify, defend (with counsel reasonably acceptable to Tenant) and hold Tenant harmless from and against any and all Claims incurred by Tenant as a result of any breach of any of the foregoing representations and warranties, which indemnification shall survive the expiration or any earlier termination of this Lease. For purposes of this Section 10.1, the phrase "to Landlord's knowledge" or words to that effect means: (i) the actual knowledge of Gregory Craft, Landlord's Member/construction manager, after reviewing the information contained in Landlord's real estate and property files kept in the ordinary course of business; and (ii) any written notice regarding the Premises or adjacent property received by Landlord or the forgoing person. Landlord represents and warrants to Tenant that the above-named person is the person within Landlord's organization who would most likely have knowledge of the matters represented by Landlord in this Lease.

10.2 Representations and Warranties of Tenant. Tenant makes the following representations and warranties to Landlord, each of which is (i) material and being relied upon by Landlord in entering into this Lease and (ii) true in all material respects as of the Effective Date. If any change occurs subsequent to the Effective Date and before the Possession Date such that any of these representations and warranties would no longer be true in all material respects, then Tenant shall promptly advise Landlord thereof, in writing, and if the same materially and adversely affects Landlord's ability to lease the Premises to Tenant for the Initial Use in Landlord's reasonable discretion, then Landlord shall have the right and option to terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), and recover from Tenant the total of Landlord's actual, documented out-of-pocket costs incurred in connection with this transaction (not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), which reimbursement obligation shall survive such termination, by delivering written notice thereof to Tenant at any time thereafter until such time as the Possession Date has occurred.

A. Tenant is a duly constituted and validly existing limited liability under the Laws of the State of Florida.

C. No assignment of this Lease or subletting of the whole or a portion of the Premises shall be deemed to constitute a novation or in any way release Tenant from further performance of the obligations of the "Tenant" under this Lease, and Tenant and all of its direct and indirect assignees and sublessees, if any, shall continue to be jointly and severally liable for the performance of the obligations of the "Tenant" under this Lease for the remainder of the Term with the same force and effect as if no such assignment or subletting had been made.

D. If Tenant should intend to assign any interest in this Lease or sublet any portion of the Premises to an entity that is not an entity meeting the requirements of the first sentence of Section 11.1A, then, prior to making such transfer, Tenant shall first deliver written notice of its intention to do so to Landlord (a "**Non-Exempt Transfer Notice**"). If Tenant delivers a Non-Exempt Transfer Notice to Landlord, then Landlord shall have the right and option to exercise the Recapture Option (see Section 2.5) by delivering written notice of such election to Tenant within thirty (30) days after the date of Landlord's receipt thereof.

11.2 Transfers of Landlord's Interest; Limitation of Liability. Landlord may sell, transfer or assign Landlord's interest in and to the Center or any portion thereof (including the Premises) or this Lease at any time and, in such event, shall be relieved of Landlord's liabilities and obligations under this Lease to the extent such liabilities and obligations accrue after the effective date of such sale, transfer or assignment; provided, however, such purchaser, transferee or assignee agrees, in writing, to assume all of Landlord's unaccrued liabilities and obligations hereunder and to perform such unaccrued liabilities and obligations to the full extent required. Notwithstanding anything in this Lease to the contrary, no such sale, transfer or assignment shall operate to relieve Landlord of any liabilities and obligations under this Lease that accrue prior to the effective date of such sale, transfer or assignment, nor shall Landlord be relieved of any liabilities and obligations under this Lease if and to the extent Landlord retains ownership of any other property that was made subject to any easements, rights, licenses or restrictions by this Lease, to the extent required under the REA. Tenant understands and acknowledges that there shall be no personal liability of Landlord with respect to any breach or default by Landlord of any provision of this Lease and agrees, in the event of any of such breach or default, to look solely to the equity of Landlord in and to the Center (including any revenues or rental income generated thereby) for the satisfaction of Tenant's remedies.

11.3 Subordination, Non-Disturbance and Attornment. Landlord may freely mortgage its interest in the Premises from time to time and at any time; provided, however, that any such mortgage is expressly made subject to the provisions of this Lease (at no out-of-pocket cost to Tenant, except for its own attorneys' fees) and that the holder(s) thereof agree(s), in writing, to be bound by the provisions hereof. In the event of a future mortgage (such term shall be deemed to include a deed of trust, deed to secure debt or similar security agreement), Landlord shall obtain a subordination, non-disturbance and attornment agreement, signed by the holder(s) thereof, in form and content acceptable to Tenant, Landlord and such holder(s). Such agreement shall be fully executed in recordable form by all parties necessary to make it fully effective and enforceable and delivered to Tenant; either party thereto shall have the right and option, at the recording party's sole cost, to record such agreement at any time thereafter.

transfer in fraud of creditors, (e) Tenant makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due, (f) Tenant dissolves or liquidates or (g) a receiver or trustee is appointed for Tenant or any of the assets of Tenant and such receiver or trustee is not removed with fifteen (15) days after such appointment.

B. Cure Periods. If Tenant fails to pay any Rent within five (5) days after the due date, then such failure shall not be considered an Event of Default unless Tenant fails to cure such non-payment of Rent within ten (10) days after the date of its receipt of written notice thereof from Landlord, provided that Landlord shall not be required to provide written notice of such monetary default more than twice in any twelve (12) month period, and the third (3rd) such default shall require no notice and cure period. If Tenant fails to perform any covenant or agreement set forth in this Lease (other than a failure of Tenant to pay any Rent when due), or breaches (due to its own act or omission) any representation or warranty of Tenant under this Lease, then such failure or breach shall not be considered an Event of Default unless Tenant fails to cure such alleged failure or breach within thirty (30) days after the date of its receipt of written notice thereof from Landlord, plus such additional time as may reasonably be required to cure the same if such default cannot reasonably be cured within such 30-day period (provided Tenant's curative action is promptly commenced and thereafter diligently prosecuted).

C. Remedies. If an Event of Default occurs, then, unless a specific remedy for such default is expressly provided for elsewhere in this Lease, Landlord shall, as its sole and exclusive remedy options therefor, have the right and option to either: (i) continue this Lease in effect and recover Rent from Tenant from time to time as it falls due; (ii) terminate Tenant's right to possession of the Premises, without terminating this Lease, and re-enter and repossess the Premises (and recover the damages specified below); (iii) terminate this Lease (and recover the damages specified below); (iv) if the default is non-monetary, cure such default on behalf of Tenant (and the reasonable cost of such curing shall be due and payable to Landlord, as Additional Rent, within ten (10) days after the date of Tenant's receipt of written notice of such costs from Landlord); (v) pursue any other remedies that may be provided for elsewhere in this Lease; or (vi) pursue any other remedies that may otherwise be available to Landlord in equity, including, without limitation, injunctive relief or specific performance.

(i) **Termination of Possession.** If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, then Tenant shall remain liable to Landlord for the payment of Rent for the remainder of the Term as the same becomes due, and for the payment of any and all reasonable costs incurred by Landlord in connection with a re-letting of the Premises, which re-letting shall be on such terms and conditions as are commercially reasonable under the general market conditions and circumstances at that time; and any amounts received from such re-letting shall be applied against the monetary obligations of Tenant under this Lease. Repossession by Landlord shall not be construed as an election by Landlord to terminate this Lease unless Landlord delivers written notice to Tenant expressly stating that Landlord is terminating this Lease. For purposes

has not commenced the cure of such default within such 30-day period (and thereafter diligently prosecuted such curative action to completion); then Tenant may either (a) pursue any remedies that may be available to it at law or in equity, including, without limitation, injunctive relief or specific performance, or (b) without waiving any other remedies that Tenant may have at law or in equity, cure such default itself on behalf of Landlord and the actual, documented costs thereof shall be due and payable to Tenant from Landlord upon demand by Tenant; provided, however, Tenant may only exercise such right of self-help with respect to a default of Landlord related to the Premises or the Easement Area. Any failure of Landlord to pay the amounts due to Tenant within thirty (30) days after the date of Landlord's receipt of such demand shall entitle Tenant to deduct such amounts from any amounts due to Landlord under this Lease, including Rent subsequently due to Landlord under this Lease, until Tenant has been paid in full; provided, however, any such deductions from monthly installments of Rent shall not be of more than fifty percent (50%) of the amount of the monthly installments of Annual Rent due unless insufficient time remains in the Term for Tenant to fully recover the reimbursement amount (in which event the foregoing deduction limitation shall not apply and Tenant shall be permitted to deduct amounts sufficient to enable it to be fully reimbursed by the end of the Term).

12.3 Additional Equitable Remedies; Mitigation. The remedies of Landlord and Tenant set forth in this Lease in the event of a default shall not preclude either party from pursuing any available equitable remedies, including, but not limited to, specific performance and injunctive relief. In the event of an uncured default, the non-defaulting party shall in each event use reasonable efforts to mitigate its damages; provided, however, if Tenant is in default under this Lease beyond the applicable notice and cure period and Landlord elected to terminate Tenant's right to possession of the Premises without terminating this Lease in accordance with the provisions of **Section 12.1C(i)**, then Landlord shall not be required to favor the Premises over other available space in the Center or elsewhere nor obligated to relet the Premises to an occupant (a) for a use that would violate a then-existing Exclusive benefiting another occupant of the Center, (b) offering goods and/or services that are inconsistent with the quality of the goods and services then being offered by the other occupants of the Center (in Landlord's reasonable determination) or (c) who is not creditworthy (in Landlord's reasonable determination).

12.4 Interest. Any sums not paid when due from one party to the other shall bear interest from the date due until the date paid in full at a rate per annum ("**Interest**") equal to the lesser of (a) the highest lawful rate or (b) the then applicable "Prime Rate" (as quoted in **The Wall Street Journal**, or a successor publication if **The Wall Street Journal** is no longer published) plus one percent (1%); provided, however, in no event shall such rate exceed twelve percent (12%) per annum.

12.5 Limitation on Damages. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER LANDLORD NOR TENANT SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS LEASE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

ARTICLE XIII – RESTRICTIONS ON LANDLORD

13.1 Use Restrictions.

elects to terminate this Lease, it shall do so by delivering written notice to that effect (unequivocally and irrevocably exercising such option) to Landlord within thirty (30) days after the Violation Anniversary Date (the “**Violation Termination Deadline**”), in which event the Term shall expire on the sixtieth (60th) day after the date of Landlord’s receipt of such termination notice. Upon such termination, this Lease shall expire and come to an end with the same force and effect as if such date was the expiration date originally set forth in this Lease and, except for Landlord’s aforementioned obligation to pay the Net Book Value to Tenant, any accrued liabilities and any other obligations or matters stated in this Lease to survive the expiration or any earlier termination of this Lease, neither party hereto shall have any further liability to the other under this Lease. If Tenant shall fail to timely exercise its aforementioned right and option to terminate this Lease by the Violation Termination Deadline, then (i) this Lease shall remain in full force and effect in accordance with its provisions, (ii) the Alternate Rent Arrangement shall cease as of the day next following the Violation Termination Deadline (and Tenant shall resume paying all of the Annual Rent then due under this Lease) and (iii) Tenant shall have no further right or option to terminate this Lease or to cause the Alternate Rent Arrangement to apply unless and until the foregoing exclusive use restriction is violated by a different tenant or occupant/lease or other agreement than that which formed the basis of a previous violation, in which event the provisions of this Section 13.1A shall again apply.

If Landlord receives from Tenant written notice of the existence of a use of any space within the Center which is in violation of the foregoing exclusive use restriction (a “**Notice of Violation of Exclusive Use Restriction**”), then Landlord agrees to use reasonable efforts to enforce the use-related provisions of the lease or other agreement with such “rogue” tenant/occupant in order to protect the foregoing exclusive use restriction, and Landlord shall not be deemed to be in breach of its obligations under this Section 13.1A (nor shall Tenant be entitled to the remedies set forth in the immediately preceding grammatical paragraph of this Section 13.1A) if (i) Landlord commences the enforcement of the use-related provisions of such “rogue” tenant’s/occupant’s lease or other agreement (i.e., issues a written default notice thereunder) which is the subject of such Notice of Violation of Exclusive Use Restriction within thirty (30) days after the date of Landlord’s receipt thereof and thereafter continues to diligently pursue reasonable efforts to enforce the use-related provisions of such lease or other agreement, to the extent that Landlord may lawfully do so, or (ii) a court of competent jurisdiction determines that, for any reason, the use which is the subject of such Notice of Violation of Exclusive Use Restriction may be permitted to continue. If Landlord receives a written notice from a third party, whether a governmental officer or a private party, claiming that the provisions of this Section 13.1A constitute a violation of Law, or are not enforceable in claims, damages or compensation, then Tenant shall be promptly informed thereof by Landlord and, unless Tenant agrees to waive the enforcement of the foregoing exclusive use restriction (but only to the extent that the same is claimed to be violative or unenforceable as aforesaid), Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless and Landlord from and against any Claims resulting from such enforcement, which indemnification shall survive the expiration or any earlier termination of this Lease.

other Tenant or occupant of the Center, shall have the right to use Tenant's Primary Parking Area for customer parking, employee parking, or for any other purpose. In the event that Tenant's Primary Parking Area contains less than one hundred fifty (150) parking stalls, Tenant shall have the non-exclusive right to use up to fifteen (15) parking stalls in that area of the Center shown on Exhibit B-2 identified as the "Spillover Parking Area," as the location of same may be modified from time to time by Landlord so long as Tenant has access to a total of 150 parking stalls at all times for its customers, employees and invitees (the "Parking Minimum"); provided, however, the Spillover Parking Area may not be used for employee parking. If needed to reach the Parking Minimum, the Spillover Parking Area shall at all times during the Term of the Lease be and remain used as a free customer and invitee parking and shall not be more than nominally modified or closed without Tenant's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

13.2 REA. Landlord, as "Declarant" under the REA, agrees that it shall not amend, nor consent to any amendment of, the REA if such proposed amendment would affect the Premises, Tenant's use of the Common Area or Tenant's rights or obligations under this Lease without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (but may be withheld if such proposed amendment would, in Tenant's reasonable determination, reduce any rights benefiting Tenant or the Premises, or increase any obligations of Tenant or the Premises, in more than a nominal manner). Notwithstanding the foregoing, however, Landlord shall promptly deliver to Tenant a copy of any REA amendment made during the Term that it is a party to or is otherwise given actual notice of.

ARTICLE XIV – END OF TERM

14.1 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall peacefully and quietly surrender possession of the Premises to Landlord, broom clean, free and clear of any occupants, subtenants, licensees or concessionaires and in good condition and state of repair, reasonable wear and tear and loss by casualty excepted. Notwithstanding the preceding sentence, however, Tenant shall, at any time prior to or within the first fifteen (15) days after the date of such expiration or within the first fifteen (15) days after the date of such earlier termination, have the right, but not the obligation, to enter upon and remove from the Premises any of its remaining personal property, inventory items, signs, furniture, fixtures and equipment (collectively, "**Removable Property**"), subject to an obligation to repair any non-cosmetic damage caused thereby, which repair obligation shall survive such expiration or earlier termination. If, after such surrender of possession (or, if applicable, at the end of such 15-day period), any Removable Property remains within the Premises, then the same shall be deemed to have been abandoned and entitle Landlord to retain and own the same or to dispose of the same, at Landlord's sole cost.. In connection with such surrender of possession, Tenant shall also have the right, at Tenant's sole cost, to make changes in the appearance of the exterior and/or interior of the Building so as to alter its appearance from that of Tenant's typical trade dress. Such changes may include: (a) removing exterior signage and other decorative elements of a similar nature from the exterior and/or interior of the Building; (b) repainting all or part of the exterior and/or interior of the Building so as to change its color(s) from Tenant's typical scheme to a neutral color scheme;

pursuant to separate written agreements. Landlord and Tenant shall and do hereby mutually indemnify, defend (with counsel reasonably acceptable to the other) and hold each other harmless from and against any and all Claims in the event any broker, agent or other intermediary alleges that is owed a commission, fee or other payment by reason of the indemnitor's dealings, negotiations or communications in connection with this Lease or the demise of the Premises; provided, however, the foregoing mutual indemnification shall not extend to the Claims of Landlord's Broker and/or Tenant's Broker, pursuant to the aforementioned separate written agreements between Landlord and each Broker, which shall be the sole responsibility of Landlord as hereinabove provided. The mutual indemnification set forth in the preceding sentence shall survive the expiration or any earlier termination of this Lease.

15.3 Notices and Payments. All notices, demands, requests, consents and other communications required to be given under this Lease shall be in writing and shall be deemed to have been delivered/received, upon receipt or refusal, after being sent by (a) hand delivery by a reputable courier service, (b) United States certified mail, postage prepaid, return receipt requested, or (c) a nationally-recognized overnight delivery service. For purposes of this Section 15.3, rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of such rejected or misaddressed notice, demand, request, consent or other communication. Any notice given by counsel to either Landlord or Tenant on behalf of Landlord or Tenant, as applicable, shall be deemed to have been given by Landlord or Tenant, as applicable, for all purposes of this Lease.

15.4 Force Majeure. The time for performance by Landlord or Tenant of any term, provision or covenant of this Lease (except for Tenant's obligation to pay Rent) shall be deemed extended by the period of time lost due to delays resulting from acts of God, casualties, strikes, lockouts, unavailability of building materials, civil riots, acts of terrorism, floods, hurricanes, windstorms, material or labor restrictions by governmental authority, enforcement of governmental regulations or requirements, present or future governmental restrictions, regulation, control, inaction and/or delays, and any other cause not within the control of Landlord or Tenant (except financial inability), as the case may be. The party claiming an extension based upon such a "force majeure" event shall advise the other party, in writing, of the circumstances supporting such claim within thirty (30) days after the date(s) of such event (otherwise such additional time claim shall be deemed to have been waived).

15.5 Governing Law and Venue. This Lease shall be governed by and construed in accordance with the Laws of the state in which the Premises is located. In the event any legal action is brought by one party against the other to enforce or interpret any term, provision or covenant hereof, venue for such action shall be proper in a court of competent jurisdiction in the county (or other political subdivision) in which the Premises is located.

15.6 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY

15.13 Headings and Titles. The headings and titles used in this Lease have been inserted for purposes of reference and convenience only and shall not be deemed to amplify, limit, define or otherwise affect the express provisions hereof.

15.14 Invalidity. If any provision, or any portion thereof, of this Lease, or application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.15 Counterparts; Execution. This Lease may be executed in any number of counterparts with the same force and effect as if all required hand-written signatures of the parties were contained in a single original document. Hand-written signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or e-mailed documents were an original executed counterpart. If the parties exchange electronic signature versions of this Lease (or any subsequent amendment hereto), then the parties shall promptly thereafter exchange counterparts of this Lease (or such amendment) with original signatures. If drafts of this Lease or other communications between the parties were sent by e-mail or other electronic methods, then the following additional provisions shall also apply: (a) any typewritten signature included with any e-mail or any document attached to any e-mail is not an electronic signature within the meaning of the Electronic Signatures in Global and National Commerce Act or any other Law of similar import, including, without limitation, the Uniform Electronic Transactions Act (the "UETA"), as the same may be enacted in any state; and (b) any transmission of this Lease is not intended as an "electronic signature" to a "record" of such transaction (as those terms are defined in the UETA); instead, it is both Landlord's and Tenant's intention that a record of such transaction shall be created only by hand-written signatures on an original document.

15.16 Relationship of Parties. It is understood and agreed that no party hereto shall be construed or held to be a partner, joint venturer or associate of the other in the conduct of the other's business, nor shall either party be liable for any debts incurred by the other; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

15.17 Landlord's Duty of Reasonable Cooperation. Landlord agrees to cooperate in a reasonable and timely manner with Tenant in connection with the obtaining and/or renewal of all permits and licenses which Tenant may need in order to open and operate its intended business at the Premises throughout the Term; provided, however, there shall be no unreimbursed out-of-pocket cost related thereto to Landlord. Such cooperation may, but only if required under any state and/or local Laws applicable to the issuance and/or renewal of such permits and licenses, include allowing Tenant to post public notices on or about the Premises at any time after the Effective Date (even if prior to the Delivery Date) and the disclosure of information on Landlord and its business principals. Tenant agrees to hold any such information confidential and to use the same only for the purposes of obtaining or renewing the license or permit for which such information is required. All costs associated with obtaining or renewing any such permit or license shall be borne by Tenant.

in addition to any other potentially available remedy of Landlord under this Lease; have the right and option to remove or discharge such lien and, upon Landlord's demand, Tenant shall promptly reimburse to Landlord all reasonable costs incurred by Landlord in connection therewith (and the foregoing reimbursement obligation shall survive the expiration or any earlier termination of this Lease); provided, however, that if Tenant has promptly begun the process of removing or bonding off such lien within such 20-day period and is diligently pursuing such removal or bonding off, then Landlord shall not have the right set forth herein (unless such lien has not been removed or bonded off within forty-five (45) days after the date of Tenant's receipt of written notice of the filing thereof).

15.24 Governmental Development Incentives. The parties understand, acknowledge and agree that (a) any economic incentives to be provided by the City of Dawsonville, County of Dawson or State of Georgia governments to Tenant regarding Tenant's proposed development and/or use of the Premises shall belong to and directly benefit Tenant only and (b) any economic incentives to be provided by such governments to Landlord regarding Landlord's proposed development of the balance of the Center (excluding the Premises) shall belong to and directly benefit Landlord only.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PREMISES

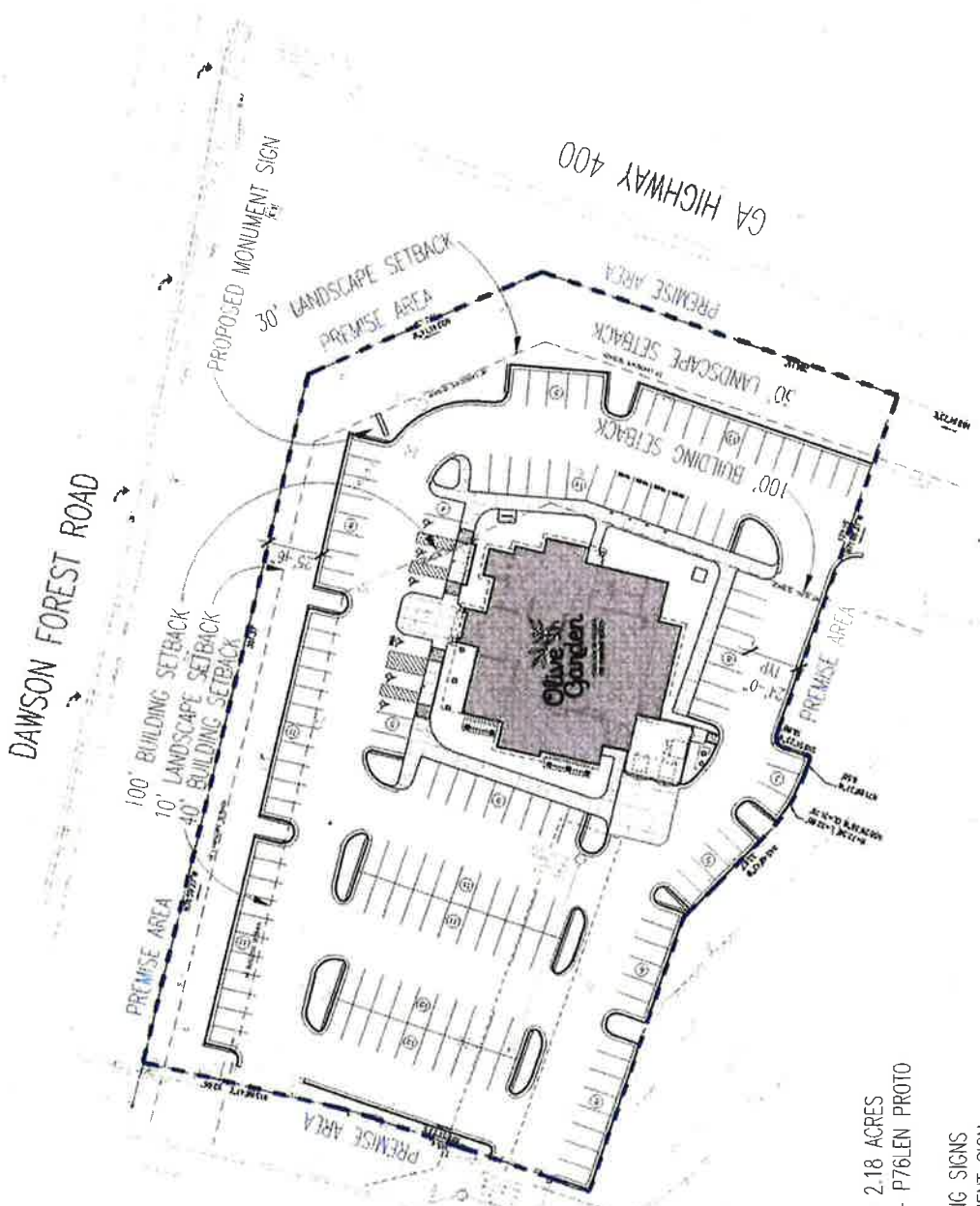
LANDLORD AND TENANT HEREBY ACKNOWLEDGE AND AGREE THAT AS OF THE EFFECTIVE DATE A SURVEY OF THE PREMISES HAS NOT BEEN COMPLETED TO SHOW THE LEGAL DESCRIPTION OF THEREOF. AT SUCH TIME AS TENANT HAS COMPLETED A SURVEY OF THE PREMISES, THE LEGAL DESCRIPTION THEREOF SHOWN THEREON SHALL BE AGREED UPON BY THE PARTIES AND, AT EITHER PARTY'S REQUEST, THIS LEASE SHALL BE AMENDED TO INCLUDE SUCH LEGAL DESCRIPTION AS **EXHIBIT A-1**. IF THE PARTIES DO NOT ENTER INTO AN AMENDMENT OF THIS LEASE TO MEMORIALIZE THE LEGAL DESCRIPTION OF THE PREMISES, THEN, AT SUCH TIME AS A MEMORANDUM OF THIS LEASE IS RECORDED, THE LEGAL DESCRIPTION OF THE PREMISES SET FORTH THEREIN SHALL AUTOMATICALLY BE DEEMED TO HAVE BEEN INSERTED INTO THIS LEASE AS **EXHIBIT A-1**. IN NO EVENT SHALL A LACK OF A LEGAL DESCRIPTION OF THE PREMISES AS OF THE EFFECTIVE DATE NEGATE THE EFFECTIVENESS OF THIS LEASE, AND LANDLORD AND TENANT FURTHER ACKNOWLEDGE AND AGREE THAT THE DEPICTION OF THE PREMISES SET FORTH ON **EXHIBIT B-1** TO THIS LEASE SHALL, FOR ALL PURPOSES, BE DEEMED SUFFICIENT TO ADEQUATELY IDENTIFY THE PREMISES.

THENCE along the said southerly right-of-way of Dawson Forest Road South 76 degrees 59 minutes 25 seconds East, a distance of 167.06 feet to a point;

THENCE continuing along the said southerly right-of-way of Dawson Forest Road South 12 degrees 48 minutes 07 seconds West, a distance of 50.00 feet to a point;

THENCE continuing along the said southerly right-of-way of Dawson Forest Road South 76 degrees 59 minutes 05 seconds East, a distance of 507.89 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 409,319 Square Feet or 9.397 Acres, more or less.



GENERAL NOTES:

1. PREMISE AREA: ±94,943 SF - 2.18 ACRES
2. BUILDING AREA: 7,757 SF - P76LEN PROTO
3. PARKING: 152 SPACES
4. SIGNAGE PROPOSED: 4 BUILDING SIGNS
1 MONUMENT SIGN
5. OFF-SITE SIGNAGE: UNKNOWN AT THIS TIME



TRUE NORTH

SCALE: 1"=80'-0"

Item Attachment Documents:

1. Land Use Resolution Update (*1st of 2 hearings. 2nd hearing will be held at 6 p.m. May 16, 2019*)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session:

Prepared By: Harmony Gee

Voting Session: 5/2/2019

Presenter: Jameson Kinley _____

Public Hearing: Yes No

Agenda Item Title: Land Use Resolution Update

Background Information:

At the recommendation of the Planning Commission, 3 updates to the Land Use Resolution have been suggested to the Board of Commissioners.

Current Information:

Two public hearings for the Land Use Resolution updates must be held – May 2 and May 16, 2019.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date:

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA TO AMEND THE LAND USE RESOLUTION TO REVISE THE RESTRICTIONS ON THE SUBDIVISION OF A SINGLE PARCEL OF PROPERTY INTO EXACTLY TWO PARCELS; AND TO ELIMINATE THE ABILITY OF A COMMERCIAL BUSINESS TO USE THE POSSESSION OF A BUSINESS LICENSE AS EVIDENCE OF LEGAL NONCONFORMING STATUS

Section I. The Board of Commissioners of Dawson County, Georgia hereby amends the Land Use Resolution of Dawson County as follows:

- A. In Article III, Section 309 R-A Residential Agricultural/Residential Exurban, by deleting subsection 309(B)(1) in its entirety and replacing it with the following:

“1. Residential subdivisions where lots are less than five (5) acres in size. Notwithstanding the foregoing, this prohibition shall not prevent a “subdivision” resulting in the creation of exactly two lots from the original lot that is subdivided.”

- B. In Article III, Section 309 R-A Residential Agricultural/Residential Exurban, by deleting subsection 209(C)(1) in its entirety and replacing it with the following:

“1. Minimum lot size: 1.5 acres or such size as determined to be necessary for the protection of public health, safety and welfare by the Dawson County Health Department, whichever is greater. Notwithstanding the foregoing, the minimum lot size for residential subdivisions shall be five (5) acres unless the subdivision constitutes the subdivision of a single parcel into exactly two (2) parcels.

Minimum lot width at building line: 175 feet.

Minimum depth: 200 feet.”

- C. In Article VI, Section 606 Non-conforming Uses, by deleting subsection 606(F) in its entirety;

Section II. All other provisions of the Land Use Resolution of Dawson County, Georgia shall remain the same.

Section III. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction, or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed (1) to affect the portions of the ordinance not held to be invalid or (2) to affect the application of this ordinance to other circumstances. It is hereby declared to be the intent of the Board of Commissioner of Dawson County, Georgia to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts not held invalid.

Section IV. All resolutions or ordinances or parts of resolutions or ordinances in conflict with the terms of this ordinance are hereby repealed, but it is hereby provided that any resolution or ordinance that may be applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof, which shall be liberally construed in favor of Dawson County, is hereby adopted as a part hereof.

So Ordained, Resolved, Adopted and Approved this ___ day of _____,
2019.

**DAWSON COUNTY BOARD
OF COMMISSIONERS**

ATTEST

By: _____

By: _____

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

Dates of Public Hearings:

Dates of Advertisements:

Section 309 R-A

B. Prohibited Uses.

“1. **Residential subdivisions** where lots are less than five **(5) acres in size.**”

In Article III, Section 309 R-A Residential Agricultural/Residential Exurban, by deleting subsection 309(B)(1) in its entirety and **replacing** it with the following:

“1. **Residential subdivisions** where lots are less than five (5) acres in size.

Notwithstanding the foregoing, this prohibition shall not prevent a “subdivision” resulting in the creation of exactly two lots from the original lot that is subdivided.”

Section 309 R-A

C. Building Requirements

“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”

B. In Article III, Section 309 R-A Residential Agricultural/Residential Exurban, by **deleting** subsection 209(C)(1) in its entirety and **replacing** it with the following:

“1. Minimum lot size: 1.5 acres or such size as determined to be necessary for the protection of public health, safety and welfare by the Dawson County Health Department, whichever is greater.

Notwithstanding the foregoing, the minimum lot size for residential subdivisions shall be five (5) acres unless the subdivision constitutes the subdivision of a single parcel into exactly two (2) parcels.

Minimum lot width at building line: 175 feet.

Minimum depth: 200 feet.”

Definition

As defined on page 136 of Land Use Resolution

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

Section 606 Non-conforming Uses

“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”

C. In Article VI, Section 606 Non-conforming Uses, by **deleting** subsection 606(F) in its entirety;

Item Attachment Documents:

1. Consideration of an Intergovernmental Agreement with the Board of Education
Regarding the Public Works Complex (*Discussed at the April 23, 2019, Work Session*)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DAWSON COUNTY AND THE DAWSON COUNTY SCHOOL DISTRICT
REGARDING REAL PROPERTY INTERESTS AT THE
DAWSON COUNTY PUBLIC WORKS COMPLEX**

This INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2019, by and between DAWSON COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (“Dawson County”) and the DAWSON COUNTY SCHOOL DISTRICT, a body politic duly created and existing under the laws of the State of Georgia, by and through the Dawson County Board of Education (the “School District”), regarding real property interests at the Dawson County Public Works Complex including the conveyance of certain parcels of real property and the construction, use and maintenance of a designated area for parking School District school buses. Dawson County and the School District may be referred to herein collectively as the “parties.”

WITNESSETH:

WHEREAS, on October 8, 2007, Dawson County and the School District entered into an Intergovernmental Agreement Regarding Maintenance Facilities (the “Maintenance Facilities IGA”), a copy of which is attached hereto marked **Exhibit A** and by this reference incorporated herein; and

WHEREAS, under the terms of the Maintenance Facilities IGA, Dawson County agreed to convey two real property parcels to the School District referred to as “Tract 3” and “Tract 6,” respectively, as shown on the survey dated September 21, 2007 (revised December 11, 2007, April 1, 2009, and August 25, 2009) prepared for the School District by Richard Webb & Associates and recorded on August 27, 2009, in the records of the Dawson County Superior Court Clerk in Plat Book 78, Page 85 (the “Survey”), a copy of which is attached hereto marked **Exhibit B** and by this reference incorporated herein; and

WHEREAS, in accordance with the terms of the Maintenance Facilities IGA, Dawson County conveyed the two parcels referenced above to the School District by Warranty Deed recorded on December 31, 2009, in the records of the Dawson County Superior Court Clerk in Deed Book 937, Page 408, a copy of which is attached hereto marked **Exhibit C** and by this reference incorporated herein; and

WHEREAS, the Maintenance Facilities IGA provides that if the School District does not use the conveyed property for either a vehicle maintenance facility or for other educational purposes for twelve (12) or more consecutive months, the School District shall automatically transfer title back to the County (see Exhibit A, page 2, paragraph 2); and

WHEREAS, the School District has not used the 3.357-acre parcel marked “Tract 6” on the Survey for either a vehicle maintenance facility or for other educational purposes for more than twelve (12) consecutive months; and

WHEREAS, the 3.357-acre parcel marked “Tract 6” on the Survey was conveyed from Dawson County to the School District to be used by the School District as a parking area (see Exhibit A, page 1, paragraph 1); however, the School District has determined that location cannot be used for school bus parking for security reasons; and

WHEREAS, Dawson County and the School District desire to designate an appropriate area for parking School District vehicles at the Dawson County Public Works Complex which area shall be visible from Burt Creek Road for security purposes; and

WHEREAS, on February 9, 2009, Dawson County and the School District entered into an Intergovernmental Agreement regarding the joint construction, operation and maintenance of a fueling station to be sited on the 1.326-acre parcel marked “Tract 2” on the Survey (the “Fueling

Station IGA”), a copy of which is attached hereto marked **Exhibit D** and by this reference incorporated herein; and

WHEREAS, on September 15, 2009, Dawson County and the School District entered into an Intergovernmental Agreement with the City of Dawsonville, a Georgia municipal corporation (the “City”) regarding the City’s access and use of the parties’ fueling station, a copy of which is attached hereto marked **Exhibit E** and by this reference incorporated herein; and

WHEREAS, to facilitate the School District’s participation in the Fueling Station IGA project, Dawson County conveyed an undivided one-half interest in the parcel marked “Tract 2” on the Survey to the School District by Warranty Deed recorded on December 31, 2009, in the records of the Dawson County Superior Court Clerk in Deed Book 937, Page 406, a copy of which is attached hereto marked **Exhibit F** and by this reference incorporated herein; and

WHEREAS, in 2017, the School District contracted to have a fiber optic utility line from downtown Dawsonville, along Shoal Creek Road, continuing along Burt Creek Road and terminating at the Public Works Complex for a total cost of approximately \$95,000.00;

WHEREAS, Dawson County has developed plans for the construction of a fleet maintenance building to be erected on the parcel marked “Tract 2” on the Survey, and as shown on the site plan prepared for Dawson County by Robertson Loia Roof, Architects and Engineers, dated August 16, 2018 (the “Site Plan”), a copy of which is attached hereto marked **Exhibit G** and by this reference incorporated herein; and

WHEREAS, Dawson County’s planned improvement of the parcel marked “Tract 2” on the Survey warrants a release from the School District of the undivided one-half ownership interest it has in such parcel by reconveyance of the same to Dawson County, subject to the School

District's continued access and use of the fueling station following such reconveyance of the subject parcel; and

WHEREAS, the parties hereto are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution (the Intergovernmental Contracts clause).

NOW THEREFORE, Dawson County and the School District hereby consent and agree to the above recitals and as follows:

1. CONVEYANCE OF SPECIFIED PARCELS.

- a. The School District agrees to convey all of its interest in the parcel marked "Tract 6" on the Survey attached at Exhibit B, and as described in the deed attached at Exhibit C, to Dawson County by quit claim deed substantially in the form attached hereto marked **Exhibit H** and by this reference incorporated herein.
- b. Subject to the terms and conditions stated below, the School District agrees to convey all of its interest in the parcel marked "Tract 2" on the Survey attached at Exhibit B, and as described in the deed attached at Exhibit E, to Dawson County by quit claim deed substantially in the form attached hereto marked **Exhibit I** and by this reference incorporated herein.
- c. Dawson County agrees to convey an express access easement across its property along the paved portion of "Transportation Lane," between Burt Creek Road and the School District's parcel marked "Tract 3," on the Survey attached at Exhibit B, and as such parcel is described in the deed attached at Exhibit E, to the School District for egress and ingress substantially in the form attached hereto marked **Exhibit J** and by this reference incorporated herein.

2. SCHOOL DISTRICT ACCESS AND USE OF FUELING STATION.

- a. Following the consummation of the property conveyance referenced in paragraph 1.b. above, the School District shall thereafter be authorized to access and obtain fuel from the fueling station located on the parcel marked “Tract 2” on the Survey attached at Exhibit B as needed and as necessary.
- b. The School District’s access to the fueling station shall be limited to obtaining gasoline and/or diesel fuel for use in School District-owned or -operated vehicles only.
- c. The School District shall no longer be responsible to repair, maintain, or afford utilities at the fueling station parcel above the reasonable level of care which shall be exercised by all School District personnel who access the subject parcel for the intended uses herein described. Any damage above normal wear and tear caused by the School District to the fueling station parcel shall be repaired and/or replaced by the School District to the condition it was in before such damage occurred.
- d. Except as may be amended herein, and to the extent the remaining provisions therein remain applicable, the Fueling Station IGA between the parties shall remain in full force and effect. Furthermore, nothing in this IGA is intended in any way to amend or supersede the Fueling Station Intergovernmental Agreement executed between the parties and the City of Dawsonville dated September 15, 2009, attached hereto at Exhibit E, which Intergovernmental Agreement shall remain in full force and effect.
- e. Nothing in this IGA is intended to create a right of access and/or use by the School District in Dawson County’s Fleet Maintenance Building to be constructed on the

parcel marked “Tract 2” on the Survey, and as shown on the site plan prepared for Dawson County (see Exhibit G).

- f. Dawson County shall, within sixty (60) days following the effective date hereof, contribute to the School District fifty percent (50%) of the total cost incurred (which contribution shall not exceed \$47,500.00) and paid by the School District in contracting to have a fiber optic utility line installed from downtown Dawsonville to the Public Works Complex.

3. SCHOOL DISTRICT VEHICLE PARKING.

- a. Dawson County shall construct, at its sole expense, a parking area approximately one hundred twenty (120) feet by eighty-five (85) feet, to be located on the south side of Transportation Lane, generally in the area depicted on the Site Plan (see Exhibit G) highlighted in yellow (the “Parking Lot”) and abutting the parcel marked “Tract 3” on the Survey attached at Exhibit B which parcel is owned by the School District. The Parking Lot will be constructed and maintained on land owned exclusively by Dawson County.
- b. The School District shall be authorized to access and use the Parking Lot for School District vehicle parking only. The School District’s access and use of the Parking Lot is non-exclusive; however, the School District shall have priority over other authorized users for the purposes stated herein throughout the entire year.
- c. Except in the event of an emergency, the School District shall not perform any vehicle maintenance or repairs in the Parking Lot.
- d. The School District shall, at its sole cost and expense, keep and maintain the Parking Lot in good and clean condition and shall repair, to the satisfaction of

Dawson County, any portion of the Parking Lot that may be damaged by the School District in excess of normal wear and tear.

- e. ~~The School District hereby agrees to promptly pay the cost of defense and indemnify and hold Dawson County, its elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) harmless from any loss, damage, or injury to any property or person caused by or resulting from such conduct and from any liability or judgment to any person rendered against the County as a result of the District’s use of property for school bus parking or any other use as may occur by the District. This provision shall only apply as to liability or judgments for, or costs of defense of claims of liability made against the County where such damage or injury arises from negligence, reckless misconduct or intentional wrongdoing on the part of the District or its agents or employees. This indemnity provision shall apply to the extent permissible under Georgia law. Nothing contained in this Agreement shall be construed to be a waiver of any Party’s sovereign immunity or any individual’s qualified good faith or official immunity. The School District shall include Dawson County as an additional insured under its fleet insurance policy. This fleet insurance policy shall protect and defend Dawson County from any and all claims up to the policy limits, in the minimum amount of \$500,000 per occurrence, related to the use and operation of any and all School District vehicles, and any other vehicles that may be covered under such policy, within the Public Works Complex area. The~~

School District shall maintain its fleet insurance policy for the entire Term of this Agreement.

- f. The School District shall include the Parking Lot as covered premises under a policy of liability insurance in the minimum amount of \$1,000,000.00 per occurrence to cover any loss, damage or injury to property or person resulting from the actions of the School District, its members, employees, agents, or contractors during its use of the Parking Lot. Such policy shall include Dawson County as an additional insured which shall be protected and defended thereunder. The School District shall maintain this liability policy for the entire Term of this Agreement. ~~The School District's obligations under the indemnification provision at paragraph e. above shall be included in the coverage of this liability insurance policy.~~

4. **AGREEMENT TERM.** The term of this Agreement shall not exceed fifty (50) years from the effective date hereof. Either party may terminate this Agreement, with or without cause, by providing written notice to the other of the decision to terminate the Agreement at least ninety (90) days prior to the termination date stated in such notice. Notwithstanding the foregoing, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy either party's obligations under this Agreement.
5. **NOTICES.** All notices between the parties required or permitted hereunder shall be in writing and shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

TO DAWSON COUNTY:

County Manager
25 Justice Way, Suite 2236
Dawsonville, Georgia 30534

TO SCHOOL DISTRICT:

School Superintendent
28 Main Street
Dawsonville, Georgia 30534

6. **ENTIRE AGREEMENT.** This Agreement expresses the entire understanding and all agreements among and between the parties hereto with respect to the subject matter hereof. This Agreement shall be interpreted under the laws of the State of Georgia. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.
7. **SEVERABILITY.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.
8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
9. **AMENDMENTS IN WRITING.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing duly executed by the parties hereto.

10. **LIMITATION OF RIGHTS.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

11. **MEDIATION.** If the parties to this Agreement have a dispute, or otherwise believe that a breach has occurred in the performance of this Agreement, the parties, prior to initiating legal action, shall be required to submit to non-binding mediation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and the School District have caused this Agreement to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, effective as of the date first written above.

**DAWSON COUNTY, GEORGIA
by and through its Board of Commissioners**

By: _____
Billy Thurmond, Chairman

ATTEST:

[Affix Seal]

By: _____
Kristen Cloud, County Clerk

**DAWSON COUNTY SCHOOL DISTRICT
by and through its Board of Education**

By: _____
Roger Slaton, Chairman

ATTEST:

[Affix Seal]

By: _____

Print Name: _____

Title: _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DAWSON COUNTY AND THE DAWSON COUNTY SCHOOL DISTRICT
REGARDING REAL PROPERTY INTERESTS AT THE
DAWSON COUNTY PUBLIC WORKS COMPLEX**

This INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2019, by and between DAWSON COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (“Dawson County”) and the DAWSON COUNTY SCHOOL DISTRICT, a body politic duly created and existing under the laws of the State of Georgia, by and through the Dawson County Board of Education (the “School District”), regarding real property interests at the Dawson County Public Works Complex including the conveyance of certain parcels of real property and the construction, use and maintenance of a designated area for parking School District school buses. Dawson County and the School District may be referred to herein collectively as the “parties.”

WITNESSETH:

WHEREAS, on October 8, 2007, Dawson County and the School District entered into an Intergovernmental Agreement Regarding Maintenance Facilities (the “Maintenance Facilities IGA”), a copy of which is attached hereto marked **Exhibit A** and by this reference incorporated herein; and

WHEREAS, under the terms of the Maintenance Facilities IGA, Dawson County agreed to convey two real property parcels to the School District referred to as “Tract 3” and “Tract 6,” respectively, as shown on the survey dated September 21, 2007 (revised December 11, 2007, April 1, 2009, and August 25, 2009) prepared for the School District by Richard Webb & Associates and recorded on August 27, 2009, in the records of the Dawson County Superior Court Clerk in Plat Book 78, Page 85 (the “Survey”), a copy of which is attached hereto marked **Exhibit B** and by this reference incorporated herein; and

WHEREAS, in accordance with the terms of the Maintenance Facilities IGA, Dawson County conveyed the two parcels referenced above to the School District by Warranty Deed recorded on December 31, 2009, in the records of the Dawson County Superior Court Clerk in Deed Book 937, Page 408, a copy of which is attached hereto marked **Exhibit C** and by this reference incorporated herein; and

WHEREAS, the Maintenance Facilities IGA provides that if the School District does not use the conveyed property for either a vehicle maintenance facility or for other educational purposes for twelve (12) or more consecutive months, the School District shall automatically transfer title back to the County (see Exhibit A, page 2, paragraph 2); and

WHEREAS, the School District has not used the 3.357-acre parcel marked “Tract 6” on the Survey for either a vehicle maintenance facility or for other educational purposes for more than twelve (12) consecutive months; and

WHEREAS, the 3.357-acre parcel marked “Tract 6” on the Survey was conveyed from Dawson County to the School District to be used by the School District as a parking area (see Exhibit A, page 1, paragraph 1); however, the School District has determined that location cannot be used for school bus parking for security reasons; and

WHEREAS, Dawson County and the School District desire to designate an appropriate area for parking School District vehicles at the Dawson County Public Works Complex which area shall be visible from Burt Creek Road for security purposes; and

WHEREAS, on February 9, 2009, Dawson County and the School District entered into an Intergovernmental Agreement regarding the joint construction, operation and maintenance of a fueling station to be sited on the 1.326-acre parcel marked “Tract 2” on the Survey (the “Fueling

Station IGA”), a copy of which is attached hereto marked **Exhibit D** and by this reference incorporated herein; and

WHEREAS, on September 15, 2009, Dawson County and the School District entered into an Intergovernmental Agreement with the City of Dawsonville, a Georgia municipal corporation (the “City”) regarding the City’s access and use of the parties’ fueling station, a copy of which is attached hereto marked **Exhibit E** and by this reference incorporated herein; and

WHEREAS, to facilitate the School District’s participation in the Fueling Station IGA project, Dawson County conveyed an undivided one-half interest in the parcel marked “Tract 2” on the Survey to the School District by Warranty Deed recorded on December 31, 2009, in the records of the Dawson County Superior Court Clerk in Deed Book 937, Page 406, a copy of which is attached hereto marked **Exhibit F** and by this reference incorporated herein; and

WHEREAS, in 2017, the School District contracted to have a fiber optic utility line from downtown Dawsonville, along Shoal Creek Road, continuing along Burt Creek Road and terminating at the Public Works Complex for a total cost of approximately \$95,000.00;

WHEREAS, Dawson County has developed plans for the construction of a fleet maintenance building to be erected on the parcel marked “Tract 2” on the Survey, and as shown on the site plan prepared for Dawson County by Robertson Loia Roof, Architects and Engineers, dated August 16, 2018 (the “Site Plan”), a copy of which is attached hereto marked **Exhibit G** and by this reference incorporated herein; and

WHEREAS, Dawson County’s planned improvement of the parcel marked “Tract 2” on the Survey warrants a release from the School District of the undivided one-half ownership interest it has in such parcel by reconveyance of the same to Dawson County, subject to the School

District's continued access and use of the fueling station following such reconveyance of the subject parcel; and

WHEREAS, the parties hereto are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution (the Intergovernmental Contracts clause).

NOW THEREFORE, Dawson County and the School District hereby consent and agree to the above recitals and as follows:

1. CONVEYANCE OF SPECIFIED PARCELS.

- a. The School District agrees to convey all of its interest in the parcel marked "Tract 6" on the Survey attached at Exhibit B, and as described in the deed attached at Exhibit C, to Dawson County by quit claim deed substantially in the form attached hereto marked **Exhibit H** and by this reference incorporated herein.
- b. Subject to the terms and conditions stated below, the School District agrees to convey all of its interest in the parcel marked "Tract 2" on the Survey attached at Exhibit B, and as described in the deed attached at Exhibit E, to Dawson County by quit claim deed substantially in the form attached hereto marked **Exhibit I** and by this reference incorporated herein.
- c. Dawson County agrees to convey an express access easement across its property along the paved portion of "Transportation Lane," between Burt Creek Road and the School District's parcel marked "Tract 3," on the Survey attached at Exhibit B, and as such parcel is described in the deed attached at Exhibit E, to the School District for egress and ingress substantially in the form attached hereto marked **Exhibit J** and by this reference incorporated herein.

2. SCHOOL DISTRICT ACCESS AND USE OF FUELING STATION.

- a. Following the consummation of the property conveyance referenced in paragraph 1.b. above, the School District shall thereafter be authorized to access and obtain fuel from the fueling station located on the parcel marked “Tract 2” on the Survey attached at Exhibit B as needed and as necessary.
- b. The School District’s access to the fueling station shall be limited to obtaining gasoline and/or diesel fuel for use in School District-owned or -operated vehicles only.
- c. The School District shall no longer be responsible to repair, maintain, or afford utilities at the fueling station parcel above the reasonable level of care which shall be exercised by all School District personnel who access the subject parcel for the intended uses herein described. Any damage above normal wear and tear caused by the School District to the fueling station parcel shall be repaired and/or replaced by the School District to the condition it was in before such damage occurred.
- d. Except as may be amended herein, and to the extent the remaining provisions therein remain applicable, the Fueling Station IGA between the parties shall remain in full force and effect. Furthermore, nothing in this IGA is intended in any way to amend or supersede the Fueling Station Intergovernmental Agreement executed between the parties and the City of Dawsonville dated September 15, 2009, attached hereto at Exhibit E, which Intergovernmental Agreement shall remain in full force and effect.
- e. Nothing in this IGA is intended to create a right of access and/or use by the School District in Dawson County’s Fleet Maintenance Building to be constructed on the

parcel marked “Tract 2” on the Survey, and as shown on the site plan prepared for Dawson County (see Exhibit G).

- f. Dawson County shall, within sixty (60) days following the effective date hereof, contribute to the School District fifty percent (50%) of the total cost incurred (which contribution shall not exceed \$47,500.00) and paid by the School District in contracting to have a fiber optic utility line installed from downtown Dawsonville to the Public Works Complex.

3. SCHOOL DISTRICT VEHICLE PARKING.

- a. Dawson County shall construct, at its sole expense, a parking area approximately one hundred twenty (120) feet by eighty-five (85) feet, to be located on the south side of Transportation Lane, generally in the area depicted on the Site Plan (see Exhibit G) highlighted in yellow (the “Parking Lot”) and abutting the parcel marked “Tract 3” on the Survey attached at Exhibit B which parcel is owned by the School District. The Parking Lot will be constructed and maintained on land owned exclusively by Dawson County.
- b. The School District shall be authorized to access and use the Parking Lot for School District vehicle parking only. The School District’s access and use of the Parking Lot is non-exclusive; however, the School District shall have priority over other authorized users for the purposes stated herein throughout the entire year.
- c. Except in the event of an emergency, the School District shall not perform any vehicle maintenance or repairs in the Parking Lot.
- d. The School District shall, at its sole cost and expense, keep and maintain the Parking Lot in good and clean condition and shall repair, to the satisfaction of

Dawson County, any portion of the Parking Lot that may be damaged by the School District in excess of normal wear and tear.

- e. The School District shall include Dawson County as an additional insured under its fleet insurance policy. This fleet insurance policy shall protect and defend Dawson County from any and all claims up to the policy limits, in the minimum amount of \$500,000 per occurrence, related to the use and operation of any and all School District vehicles, and any other vehicles that may be covered under such policy, within the Public Works Complex area. The School District shall maintain its fleet insurance policy for the entire Term of this Agreement.
 - f. The School District shall include the Parking Lot as covered premises under a policy of liability insurance in the minimum amount of \$1,000,000.00 per occurrence to cover any loss, damage or injury to property or person resulting from the actions of the School District, its members, employees, agents, or contractors during its use of the Parking Lot. Such policy shall include Dawson County as an additional insured which shall be protected and defended thereunder. The School District shall maintain this liability policy for the entire Term of this Agreement.
4. **AGREEMENT TERM.** The term of this Agreement shall not exceed fifty (50) years from the effective date hereof. Either party may terminate this Agreement, with or without cause, by providing written notice to the other of the decision to terminate the Agreement at least ninety (90) days prior to the termination date stated in such notice. Notwithstanding the foregoing, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy either party's obligations under this Agreement.

5. **NOTICES.** All notices between the parties required or permitted hereunder shall be in writing and shall be hand-delivered or sent by certified mail, return receipt requested, to the following addresses:

TO DAWSON COUNTY: County Manager
25 Justice Way, Suite 2236
Dawsonville, Georgia 30534

TO SCHOOL DISTRICT: School Superintendent
28 Main Street
Dawsonville, Georgia 30534

6. **ENTIRE AGREEMENT.** This Agreement expresses the entire understanding and all agreements among and between the parties hereto with respect to the subject matter hereof. This Agreement shall be interpreted under the laws of the State of Georgia. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

7. **SEVERABILITY.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
9. **AMENDMENTS IN WRITING.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing duly executed by the parties hereto.
10. **LIMITATION OF RIGHTS.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.
11. **MEDIATION.** If the parties to this Agreement have a dispute, or otherwise believe that a breach has occurred in the performance of this Agreement, the parties, prior to initiating legal action, shall be required to submit to non-binding mediation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and the School District have caused this Agreement to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, effective as of the date first written above.

**DAWSON COUNTY, GEORGIA
by and through its Board of Commissioners**

By: _____
Billy Thurmond, Chairman

ATTEST:

[Affix Seal]

By: _____
Kristen Cloud, County Clerk

**DAWSON COUNTY SCHOOL DISTRICT
by and through its Board of Education**

By: _____
Roger Slaton, Chairman

ATTEST:

[Affix Seal]

By: _____

Print Name: _____

Title: _____

INTERGOVERNMENTAL AGREEMENT
REGARDING MAINTENANCE FACILITIES

This agreement is hereby entered into by and between the Board of Commissioners of Dawson County (hereinafter “County”) and the Dawson County School District, by and through the Dawson County Board of Education (hereinafter “School District”), as follows:

Whereas, the parties hereto are authorized to enter into this agreement in accord with Article 9, § 3, ¶ 1 of the Georgia Constitution; and,

Whereas, the County owns the real property shown on the proposed Master Plan – Burt Creek Road – Dawson County, Georgia – Scheme “C” Modified, which is attached hereto as Exhibit A and incorporated herein by reference; and,

Whereas, the parties hereto have determined that maintenance facilities of each party may be most efficiently operated by entering into the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Property.

The County hereby agrees to deed to the School District the property shown on Exhibit “A” that is attached hereto and incorporated herein by reference that is labeled as follows: (a) “BOE VMF (including the surrounding drive and parking areas); and (b) the area designated as “Seasonal BOE Bus parking”. Notwithstanding the foregoing, both parties agree that the School District shall have the property surveyed as to the exact shape, location and metes and bounds. Both parties agree to be bound by said survey.



2. The School District agrees to use and maintain the property shown on Exhibit "A" as a vehicle maintenance facility or for other educational purposes. If the School District does not use the property for the above state purposes for twelve (12) or more consecutive months, the School District shall automatically transfer title to the County.

3. Term.

The parties hereto consent and agree that the term of this Intergovernmental Agreement shall be twenty (20) years . Either party hereto may terminate this agreement by providing ninety (90) days written notice of termination.

4. Notice.

The parties hereto may provide notice in accord with the terms hereof via hand-delivery or certified mail to the following addresses:

A. Dawson County

County Manager
Dawson County
78 Howard Avenue East, Suite 100
Dawsonville, GA 30534

B. School District

Dawson County School District
By and Through the Dawson County Board of Education
517 Allen Street
Dawsonville, GA 30534

5. Severability.

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of this Agreement and the application of the provision to other persons, entities or circumstances shall not be affected thereby, but instead shall be enforced to the extent permitted by law.

6. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Georgia.

7. Entire Agreement.

This Agreement constitutes the entire agreement between these parties and supersedes all prior agreements regarding the subject matter, whether any such prior agreements are written or oral. The parties further agree that any modification to the terms hereof must be executed in writing by all parties hereto.

8. Execution.

This Agreement may be executed in two copies, and each copy signed shall constitute an original. This Agreement may be amended or modified only by a written instrument signed by the parties.

9. Authority.

The parties hereto hereby affirmatively represent that each such party has authority to enter into this agreement and that this agreement has been properly and duly approved by each respective party.

THIS 8th day of October 2007.

ATTEST:

Tammy Clement, Clerk

DAWSON COUNTY BOARD OF
COMMISSIONERS

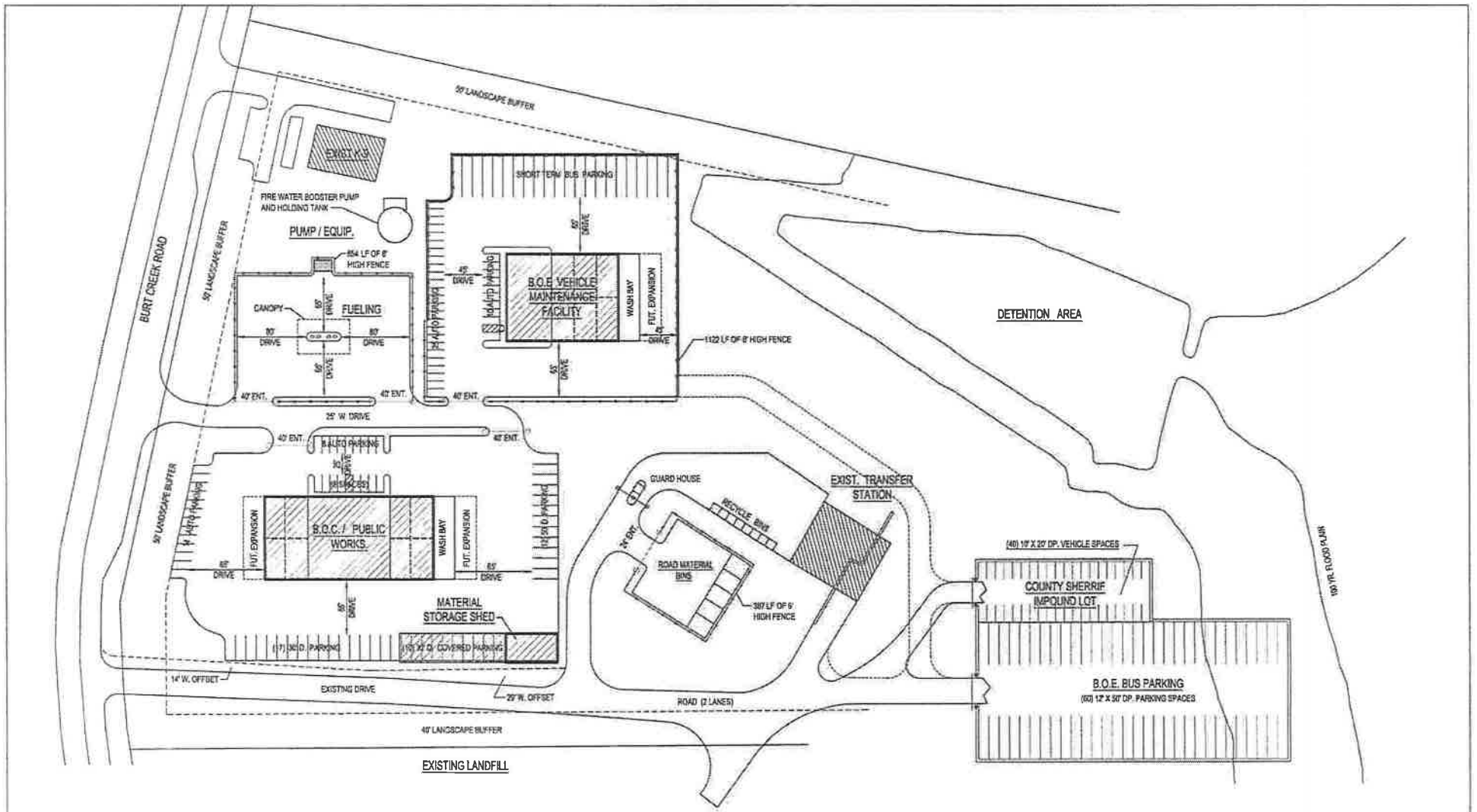
By: 
Mike Berg, Chairman

ATTEST:

Nicky Gillet
Secretary

DAWSON COUNTY SCHOOL
DISTRICT, by and through the DAWSON
COUNTY BOARD OF EDUCATION

By: Dois Cook - Acting Chair
Elaine Wilson, Chairperson



**PROPOSED MASTER PLAN
BURT CREEK ROAD
DAWSON COUNTY, GEORGIA**

SCHEME "C-MOD"



POND

Responsive People. Real Partners.

PROJECT NUMBER
JUNE 17, 2007

RICHARD WEBB & ASSOCIATES
 1000 N. 10TH ST. SUITE 200
 PHILADELPHIA, PA 19107
 TEL: 215-382-1100
 FAX: 215-382-1101

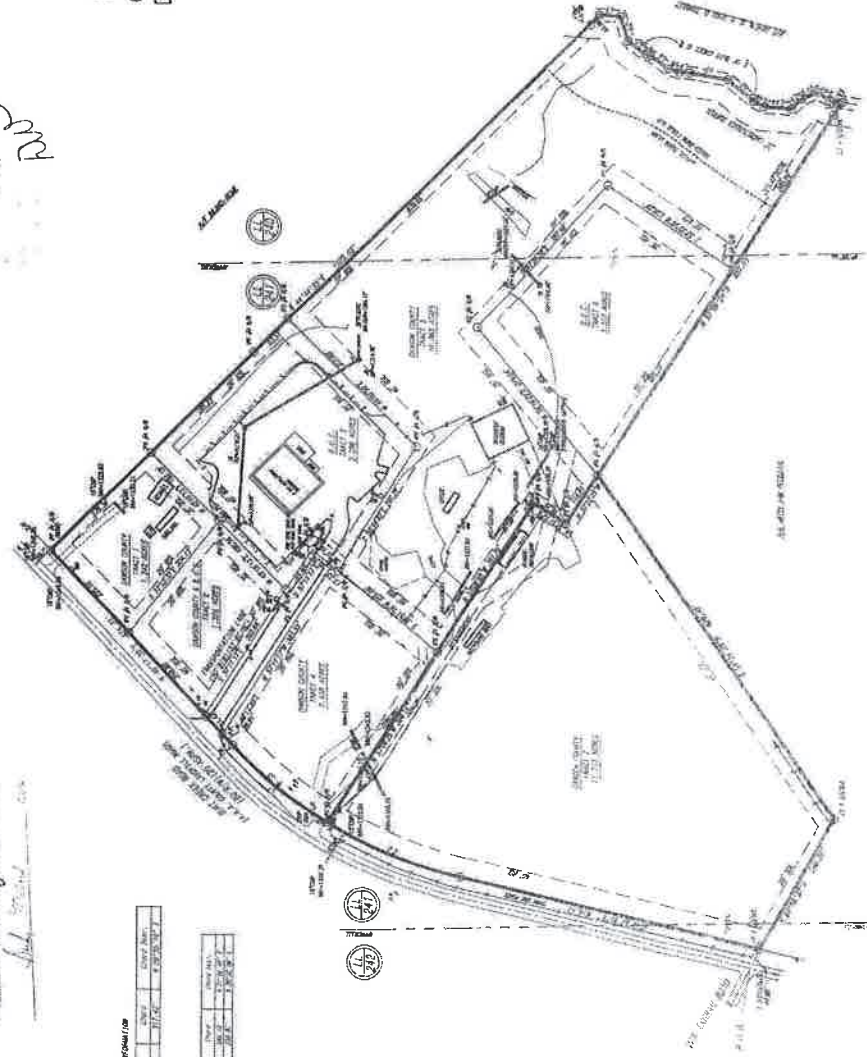
THIS PLAN IS THE PROPERTY OF RICHARD WEBB & ASSOCIATES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF RICHARD WEBB & ASSOCIATES IS STRICTLY PROHIBITED. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF FEDERAL AND STATE LAWS AND SHALL BE SUBJECT TO PROSECUTION.

Planning approval is not approval from the Health Department. Contact that agency for approval.

AREAS UNDER SETBACK LINES

LINE	SETBACK	AREA IN ACRES
1	10'	0.0000
2	20'	0.0000
3	30'	0.0000
4	40'	0.0000
5	50'	0.0000
6	60'	0.0000
7	70'	0.0000
8	80'	0.0000
9	90'	0.0000
10	100'	0.0000
11	110'	0.0000
12	120'	0.0000
13	130'	0.0000
14	140'	0.0000
15	150'	0.0000
16	160'	0.0000
17	170'	0.0000
18	180'	0.0000
19	190'	0.0000
20	200'	0.0000

LINE	SETBACK	AREA IN ACRES
1	10'	0.0000
2	20'	0.0000
3	30'	0.0000
4	40'	0.0000
5	50'	0.0000
6	60'	0.0000
7	70'	0.0000
8	80'	0.0000
9	90'	0.0000
10	100'	0.0000
11	110'	0.0000
12	120'	0.0000
13	130'	0.0000
14	140'	0.0000
15	150'	0.0000
16	160'	0.0000
17	170'	0.0000
18	180'	0.0000
19	190'	0.0000
20	200'	0.0000



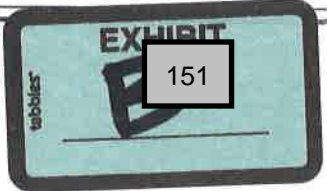
1:40P
 8-27-09
 Plat August 09

SETBACK INFORMATION

LINE	SETBACK	AREA IN ACRES
1	10'	0.0000
2	20'	0.0000
3	30'	0.0000
4	40'	0.0000
5	50'	0.0000
6	60'	0.0000
7	70'	0.0000
8	80'	0.0000
9	90'	0.0000
10	100'	0.0000
11	110'	0.0000
12	120'	0.0000
13	130'	0.0000
14	140'	0.0000
15	150'	0.0000
16	160'	0.0000
17	170'	0.0000
18	180'	0.0000
19	190'	0.0000
20	200'	0.0000

LINE	SETBACK	AREA IN ACRES
1	10'	0.0000
2	20'	0.0000
3	30'	0.0000
4	40'	0.0000
5	50'	0.0000
6	60'	0.0000
7	70'	0.0000
8	80'	0.0000
9	90'	0.0000
10	100'	0.0000
11	110'	0.0000
12	120'	0.0000
13	130'	0.0000
14	140'	0.0000
15	150'	0.0000
16	160'	0.0000
17	170'	0.0000
18	180'	0.0000
19	190'	0.0000
20	200'	0.0000

STAFF FOR
DAWSON COUNTY BOARD OF EDUCATION
 1000 N. 10TH ST. SUITE 200
 PHILADELPHIA, PA 19107
 TEL: 215-382-1100
 FAX: 215-382-1101



DAWSON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX

PAID \$ 0.
DATE 12-31-09

PLEASE RETURN TO:
Dawson County School System
P O. Box 208
Dawsonville, Georgia 30534

BECKY MCCORD, CLERK
SUPERIOR COURT

042-2009-001512
GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

AT 12:05 P. M. 12-31-09
Recorded in Deed Book 937 Page 408409
This 31 day of Dec 2009

WARRANTY DEED

Becky McCord, Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

This INDENTURE, made this 9th day of December, in the Year of Our Lord Two Thousand and Nine between, DAWSON COUNTY, GEORGIA, Grantor, a Political Subdivision of the State of Georgia, and the DAWSON COUNTY BOARD OF EDUCATION, Grantee, a body corporate and politic being domiciled in the County of Dawson, State of Georgia, and existing under the laws of the State of Georgia.

WITNESSETH: Grantor, for and in consideration of the sum of One Dollar (\$1.00), the mutual covenants, conditions, warranties, representations, stipulations and agreements contained herein, 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 and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee and assigns all that tract or parcel of land more particularly described as follows:

Tract One

All that tract or parcel of land lying and being in Land Lots 240, 241 and 242 of the 4th Land District, 1st Section of Dawson County, Georgia, and being Tract 3 containing 3.386 acres shown on a Survey dated September 21, 2007, revised December 11, 2007, April 1, 2009 and August 25, 2009 for Dawson County Board of Education by Richard Webb & Associates recorded in Plat Book 78, Page 85, in the office of the Clerk of Superior Court, Dawson County, Georgia; reference to said Survey and record thereof being hereby made for a more complete description.

Tract Two

All that tract or parcel of land lying and being in Land Lots 240, 241 and 242 of the 4th Land District, 1st Section of Dawson County, Georgia, and being Tract 6 containing 3.357 acres shown on a Survey dated September 21, 2007, revised December 11, 2007, April 1, 2009, and August 25, 2009 prepared for Dawson County Board of Education by Richard Webb & Associates being recorded in Plat Book 78, Page 85, in the office of the Clerk of Superior Court, Dawson County, Georgia; reference to said Survey and record thereof being hereby made for a more complete description.




TO HAVE AND TO HOLD said tracts, or parcels, of land, with all the rights, members and appurtenances thereof, belonging, or in anywise appertaining, to the proper use, benefit and behoof of the said Grantee, its heirs and assigns, forever, in Fee Simple.

AND THE SAID Grantor, its heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto Grantee, its heirs and assigns, against the claims of all persons whosoever.


IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, the day and year above written.

ATTEST:

GRANTOR:


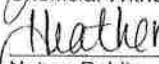



Davida Simpson, Clerk

By: 

Mike Berg, Chairman
Dawson County
Board of Commissioners

Signed, sealed and delivered this
9th day of December, 2009, in
the presence of:


Unofficial Witness

Notary Public
My Commission expires October 1, 2011


**INTERGOVERNMENTAL AGREEMENT BETWEEN THE DAWSON
COUNTY BOARD OF COMMISSIONERS AND THE DAWSON
COUNTY SCHOOL DISTRICT – FUELING STATION**

The Board of Commissioners of Dawson County ("County") and the Dawson County School District, by and through the Dawson County Board of Education ("School District"), hereby enter into this intergovernmental agreement regarding a joint fueling station as follows:

WHEREAS, the parties hereto previously entered into an intergovernmental agreement for maintenance facilities on October 8, 2007; and

WHEREAS, the maintenance facilities referenced in the prior intergovernmental agreement for maintenance facilities include an area for a fueling station to be jointly owned by the parties hereto and to be for the benefit of the parties hereto; and

WHEREAS, the parties hereto are authorized to enter into this agreement in accord with Article IX, Section III, Paragraph I of the Georgia Constitution.

NOW THEREFORE, the parties hereto hereby consent and agree as follows:

1. Bid Process. The County shall be solely responsible to bid the construction of the fueling station located upon property jointly owned by the parties hereto, which is the property described within an intergovernmental agreement for maintenance facilities and is located at the Burt Creek Complex; the description of the joint fueling station is as shown on the proposed master plan – Burt Creek Road – Dawson County, Georgia, that is attached to the



intergovernmental agreement regarding maintenance facilities between these parties dated October 8, 2007 and incorporated herein by reference. Dawson County shall notify the School District of the bid process, any proposal received pursuant to the bid, and the bid award.

2. Construction Process. The parties hereto shall jointly oversee the construction of the fueling station, which shall be constructed in accord with a proper bid and the accepted proposal.

3. Payment of Costs – Joint Fueling Station. The parties hereto shall equally split the cost of construction of the joint fueling station in accord with the bid awarded, which shall be a capital project for the parties hereto. Dawson County hereby agrees to maintain a separate account regarding construction of the joint fueling station, which shall include all construction costs, costs of all equipment, and any other cost associated with construction of the joint fueling station.

4. Repairs and Maintenance and Utilities. The parties hereto shall equally split the cost of all necessary repairs and maintenance and utilities for the joint fueling station after construction. The parties agree that any utility may be titled solely in the name of either party, but such cost shall be equally split.

5. Operating Provisions. After construction of the joint fueling station, each party hereto shall be entitled to obtain fuel as needed and as necessary; the parties hereto further consent and agree that the County shall bill the School District for all fuel obtained by School District personnel for School District

vehicles at the cost of the fuel, and the School District shall remit payment to Dawson County within thirty (30) days of receiving such invoice.

6. Term of Agreement. The agreement shall begin on 11th day of February, 2009 for a term of 50 years (up to 50). Either party hereto may terminate this Agreement by providing written notice to the other of the decision to terminate the Agreement at least 90 days before the date of the termination. Notwithstanding the foregoing, this Agreement shall terminate immediately and absolutely at such time as appropriate and otherwise un-obligated funds are no longer available to satisfy either party's obligations under this agreement.

7. Title. Title to any supplies, materials and equipment or other personal property subject to this Agreement shall remain either (1) the joint property of Dawson County and the Dawson County School District or (2) the property of the vendor until fully paid by the parties to this Agreement. The parties agree to equally share any gain or loss resulting from the disposal of any jointly owned personal property.

8. Compliance with Laws. Both parties agree to use best efforts to maintain and operate the fueling station in compliance with all state and federal laws and regulations applicable. Both parties agree to equally share any and all costs to ensure compliance with any such law and regulation including, but not limited to, environmental protection agency rules and regulations.

9. Use of Fueling Station. Both parties understand and agree that the fueling station shall be used to provide gasoline and diesel fuel for use in Dawson County owned vehicles and School District owned vehicles only.

10. Fuel Shortages. If fuel is not available for any reason or if the Dawson County Manager and the Superintendent of schools determine that fuel conservation is required, then the parties hereto hereby agree that school buses and Dawson County emergency vehicles, which include law enforcement vehicles, shall have fueling priority. The Dawson County Manager and the Superintendent of schools shall appropriately ration existing fuel during any shortage or based upon conservation needs.

11. Indemnity. The parties hereto agree that a party hereto that causes damage to property subject to this agreement ("offending party") shall indemnify and hold the other party harmless from any loss, damage, or injury to any property or person caused by or resulting from conduct of the offending party; this indemnify provision shall apply to the extent permissible under Georgia law.

12. Insurance. Dawson County shall maintain at its own expense insurance in the amount of \$1,000,000.00 to cover loss, damage or injury to any property or person resulting from the conduct of Dawson County during the use of the fueling station. The Dawson County School District, by and through the Dawson County Board of Education, shall maintain at its own expense insurance in the amount of \$1,000,000.00 to cover loss, damage or injury to any property or person resulting from the conduct of the Dawson county School District during the use of the fueling station. Both parties shall purchase a policy of Builder's Risk Insurance with limits equal to or greater than the contractual price of construction of the fueling station. The parties hereto agree that the insurance

policy required in accord with the terms hereof shall name the other party as an additional insured.

13. Default. If either party defaults in the performance of the any of the terms or provisions of this agreement and fails to cure such default within thirty (30) days after written notice thereof, then the non-defaulting party may terminate this agreement by providing written notice to the defaulting party.

14. Service of Notice. The Dawson County Manager is hereby designated by Dawson County to receive all notices required in accord with this agreement. The Superintendent of schools is hereby designated by the Dawson County School District, by and through the Dawson County Board of Education, to receive all notices required in accord with this agreement.


15. Entire Agreement. This agreement contains the entire agreement between the parties and no modification of this contract and agreement shall be binding unless attached hereto and signed by the parties to this agreement. No representation, promise, or inducement not included in this agreement shall be binding upon any party hereto.

16. Severability. If any provision of this agreement is held to be invalid or unenforceable, then such invalidity shall not effect the validity or enforceability of any other provision contain herein.

This 9th day of January, 2009.

ATTEST:

DAWSON COUNTY, GEORGIA



Davida Simpson, County Clerk

BY: 

Mike Berg, Commission Chairman

ATTEST:

DAWSON COUNTY SCHOOL
DISTRICT



Nicky Galloway

BY: 

Chairman, Dawson County Board of
Education

DATE: 2-9, 2009

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE DAWSON COUNTY
BOARD OF COMMISSIONERS/THE DAWSON COUNTY SCHOOL DISTRICT
AND THE CITY OF DAWSONVILLE – FUELING STATION**

The Board of Commissioners of Dawson County (“Dawson County”)/The Dawson County School District, by and through the Dawson County Board of Education (“School District”), and the City of Dawsonville (“City”) hereby and enter into this Intergovernmental Agreement regarding use of a fueling stations as follows:

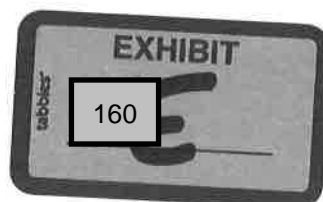
WHEREAS, the Board of Commissioners of Dawson County and the Dawson County School District, by and through the Dawson County Board of Education, previously entered into an Intergovernmental Agreement regarding a joint fueling station on February 9, 2009; and

WHEREAS, the parties hereto desire to enter into an agreement for the benefit of the parties regarding the use of the fueling station; and

WHEREAS, the parties hereto are authorized to enter into this Agreement in accord with Article IX, Section III, Paragraph I of the Georgia Constitution.

NOW, THEREFORE, the parties hereto hereby consent and agree as follows:

1. OBTAINING FUEL. The City shall be entitled to obtain fuel as needed and as necessary, except as set forth in Paragraph 3 of this Intergovernmental Agreement. Dawson County shall bill the City for all fuel obtained by the City for City of Dawsonville vehicles at the cost of the fuel plus an additional fee of .05 cents. The City of Dawsonville shall remit payment to Dawson County within thirty (30) days of receiving such invoice.



2. **USE OF FUEL STATION.** The fueling station shall be used to provide gasoline and diesel fuel for use in City of Dawsonville owned vehicles only.
3. **FUEL SHORTAGES.** If fuel is not available for any reason or if the Dawson County Manager and the Superintendent of Schools determine that fuel conservation is required, then the parties hereto hereby agree that school buses and Dawson County emergency vehicles, which include law enforcement vehicles, shall have fueling priority. The Dawson County Manager and the Superintendent of Schools shall appropriately ration existing fuel during any shortage or based upon conservation needs.
4. **INDEMNITY.** The City hereby agrees that if an agent or employee of the City causes damage to the fueling station property, then the City shall promptly pay the cost to repair such damage and indemnify and hold Dawson County and the School District harmless from any loss, damage, or injury to any property or person caused by or resulting from such conduct; this indemnity provision shall apply to the extent permissible under Georgia law.
5. **INSURANCE.** The City of Dawsonville shall maintain at its own expense insurance in the amount of \$1,000,000.00 to cover loss, damage or injury to any property or person resulting from the conduct of the City during the use of the fueling station.
6. **DEFAULT.** If any party defaults in the performance of any of the terms or provisions of this Agreement and fails to cure such default within thirty (30) days after written notice thereof, then the non-defaulting party may terminate this Agreement by providing written notice to the defaulting party.

7. SERVICE OF NOTICE. The Dawson County Manager is hereby designated by Dawson County to receive all notices required in accord with this Agreement. The Superintendent of Schools is hereby designated by the School District to receive all notices required in accord with this Agreement. The Mayor of the City is hereby designated by the City of Dawsonville to receive all notices required in accord with this Agreement.

8. TERM OF AGREEMENT. This Agreement shall begin on the 15th day of Sept, 2009 for a term of 50 years. The City may terminate this Agreement by providing written notice to Dawson County and the School District of the decision to terminate the Agreement at least ninety (90) days before the date of termination. Dawson County and the School District may terminate this Agreement by jointly providing written notice to the City of Dawsonville of the decision to terminate the Agreement at least ninety (90) days before the date of termination. This Agreement shall terminate immediately and absolutely at such time as appropriate and otherwise un-obligated funds are no longer available to satisfy any party's obligation under this Agreement.

9. TITLE. Title to any supplies, materials and equipment or other personal property that may comprise the fueling station shall remain either (1) the joint property of Dawson County and the School District or (2) the property of the vendor until fully paid.

10. COMPLIANCE WITH LAWS. The parties hereto agree to use best efforts to maintain and use the fueling station in compliance with all applicable state and federal laws and regulations.

11. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties hereto regarding the subject matter hereof, and no modification of this contract and agreement shall be binding unless attached hereto and executed by the parties to the Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

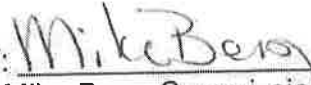
12. SEVERABILITY. If any provision of this agreement is held to be invalid or unenforceable, then such invalidity shall not affect the validity or enforceability of any other provision contain herein.

ATTEST:

DAWSON COUNTY, GEORGIA



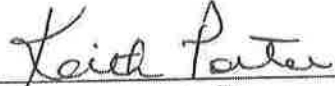
Davida Simpson, County Clerk

BY: 


Mike Berg, Commission Chairman,
Dawson County Board of
Commissioners

ATTEST:

DAWSON COUNTY SCHOOL
SCHOOL DISTRICT



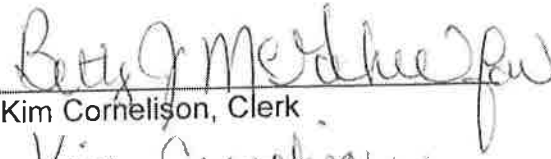
Name: Keith Porter
Title: Superintendent DC Schools

BY: 

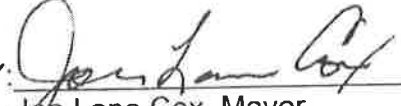
Chairman, Dawson County
Board of Education

ATTEST:

CITY OF DAWSONVILLE



Kim Cornelison, Clerk
Kim Cornelison

BY: 

Joe Lane Cox, Mayor
City of Dawsonville

DAWSON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX

PAID \$ 0.

DATE 12-31-09

PLEASE RETURN TO:

Nicky Gilleland, superintendent
Dawson County School System
P.O. Box 208
Dawsonville, Georgia 30534

m.

Beky McCard
BEKLY MCCARD, CLERK
SUPERIOR COURT

042-2009-001520

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

WARRANTY DEED

AT 12:05 P M 12-31-09
Recorded in Deed Book 937 Page 406-407
This 31 day of Dec 20 09

STATE OF GEORGIA
COUNTY OF DAWSON

Beky McCard, Clerk

This INDENTURE, made this 9th day of December, in the Year of Our

Lord Two Thousand and Nine between, DAWSON COUNTY, GEORGIA, Grantor, a Political Subdivision of the State of Georgia, and the DAWSON COUNTY BOARD OF EDUCATION, Grantee, a body corporate and politic being domiciled in the County of Dawson, State of Georgia, and existing under the laws of the State of Georgia.

WITNESSETH: Grantor, for and in consideration of the sum of One Dollar (\$1.00), the mutual covenants, conditions, warranties, representations, stipulations and agreements contained herein, 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 and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee and assigns, an undivided one-half interest in and to all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 240, 241 and 242 of the 4th Land District, 1st Section of Dawson County, Georgia, and Being Tract 2 containing 1.326 acres shown on a Survey dated September 21, 2007, revised December 11, 2007, April 1, 2009, and August 25, 2009 for Dawson County Board of Education by Richard Webb & Associates recorded in Plat Book 78, Page 85, in the office of the Clerk of Superior Court, Dawson County, Georgia; reference to said Survey and record thereof being hereby made for a more complete description.

TO HAVE AND TO HOLD the undivided one-half interest in and to said tract, or parcel, of land, with all the rights, members and appurtenances thereof, belonging, or in anywise appertaining, to the proper use, benefit and behoof of the said Grantee, its heirs and assigns.

AND THE SAID Grantor, its heirs, executors and administrators, will warrant and forever defend the right and title to the undivided one-half interest in



and to the above described property, unto Grantee, its heirs and assigns, against the claims of all persons whatsoever.


IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, the day and year above written.

ATTEST:

GRANTOR:



Davida Simpson, Clerk

By: 

Mike Berg, Chairman
Dawson County
Board of Commissioners

Signed, sealed and delivered this
9th day of December, 2009, in
the presence of:


Unofficial Witness

Notary Public
My Commission Expires 10-1-2011

----- [Space Above Provided For Recorder's Use] -----

AFTER RECORDING, PLEASE RETURN TO:

Jeffrey M. Strickland, Esq.
Attorney at Law
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Cross-Reference: DB 937, PG 408

QUIT CLAIM DEED

**STATE OF GEORGIA
COUNTY OF DAWSON**

THIS INDENTURE is made this ____ day of _____, 2019, between the **DAWSON COUNTY BOARD OF EDUCATION**, as party of the first part (hereinafter referred to as "Grantor"), and **DAWSON COUNTY**, a political subdivision of the State of Georgia, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include the respective 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 consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee all of the following described land, estates, easements, rights, improvements, property, fixtures, and appurtenances (hereinafter collectively referred to as the "Premises"):

- (a) All that tract or parcel of land lying and being in Land Lots 240 and 241 of the 4th District, 1st Section of Dawson County, Georgia, being more particularly described in Exhibit "A" attached hereto and made a part by reference hereof;
- (b) All buildings, structures and other improvements now located on the Premises; and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now located on the Premises or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests,



privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, now owned by Grantor.

TO HAVE AND TO HOLD the said bargained Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Grantee IN FEE SIMPLE, forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first written above.

GRANTOR:

DAWSON COUNTY BOARD OF EDUCATION

Signature: _____

Printed Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

[NOTARY SEAL/STAMP →

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

That certain parcel described in a Warranty Deed between the Grantor and Grantee named above recorded in the Dawson County Superior Court Clerk's Records on December 31, 2009, at Deed Book 937, Page 408, as follows:

"Tract Two

All that tract or parcel of land lying and being in Land Lots 240, 241 and 242 of the 4th Land District, 1st Section of Dawson County, Georgia, and being Tract 6 containing 3.357 acres shown on a Survey dated September 21, 2007, revised December 11, 2007, April 1, 2009, and August 25, 2009 prepared for Dawson County Board of Education by Richard Webb & Associates being recorded in Plat Book 78, Page 85, in the office of the Clerk of Superior Court, Dawson County, Georgia; reference to said Survey and record thereof being hereby made for a more complete description."

NOTE: the Survey referenced above shows the subject parcel located solely in Land Lots 240 and 241.

----- [Space Above Provided For Recorder's Use] -----

AFTER RECORDING, PLEASE RETURN TO:

Jeffrey M. Strickland, Esq.
Attorney at Law
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Cross-Reference: DB 937, PG 406

QUIT CLAIM DEED

**STATE OF GEORGIA
COUNTY OF DAWSON**

THIS INDENTURE is made this _____ day of _____, 2019, between the **DAWSON COUNTY BOARD OF EDUCATION**, as party of the first part (hereinafter referred to as "Grantor"), and **DAWSON COUNTY**, a political subdivision of the State of Georgia, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include the respective 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 consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee all of the following described land, estates, easements, rights, improvements, property, fixtures, and appurtenances (hereinafter collectively referred to as the "Premises"):

- (a) An undivided one-half interest in and to all that tract or parcel of land lying and being in Land Lot 241 of the 4th District, 1st Section of Dawson County, Georgia, being more particularly described in Exhibit "A" attached hereto and made a part by reference hereof;
- (b) All buildings, structures and other improvements now located on the Premises; and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now located on the Premises or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests,



privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, now owned by Grantor.

TO HAVE AND TO HOLD the said bargained Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Grantee IN FEE SIMPLE, forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first written above.

GRANTOR:

DAWSON COUNTY BOARD OF EDUCATION

Signature: _____

Printed Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

[NOTARY SEAL/STAMP →

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

That certain parcel described in a Warranty Deed between the Grantor and Grantee named above recorded in the Dawson County Superior Court Clerk's Records on December 31, 2009, at Deed Book 937, Page 406, as follows:

"All that tract or parcel of land lying and being in Land Lots 240, 241 and 242 of the 4th Land District, 1st Section of Dawson County, Georgia, and Being Tract 2 containing 1.326 acres shown on a Survey dated September 21, 2007, revised December 11, 2007, April 1, 2009, and August 25, 2009 for Dawson County Board of Education by Richard Webb & Associates recorded in Plat Book 78, Page 85, in the office of the Clerk of Superior Court, Dawson County, Georgia; reference to said Survey and record thereof being hereby made for a more complete description."

NOTE: the Survey referenced above shows the subject parcel located solely in Land Lot 241.

----- [Space Above Provided For Recorder's Use] -----

AFTER RECORDING, PLEASE RETURN TO:

Jeffrey M. Strickland, Esq.
Attorney at Law
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

ACCESS EASEMENT

**STATE OF GEORGIA
COUNTY OF DAWSON**

KNOW ALL MEN BY THESE PRESENTS, that as of the ____ day of _____, 2019, the undersigned **DAWSON COUNTY**, a political subdivision of the State of Georgia (herein called "Grantor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto the **DAWSON COUNTY BOARD OF EDUCATION** (herein called "Grantee"), a perpetual right, privilege, and easement (herein called the "Easement") in, to, across, over, upon, and through the lands of Grantor located in Land Lot 241 of the 4th District and 1st Section of Dawson County, Georgia (herein called the "Land"), being more particularly described as "Transportation Lane" as depicted on the Survey referenced below and recorded at Plat Book 78, Page 85, in the office of the Clerk of Superior Court, Dawson County, Georgia, for the purpose of ingress and egress over such Grantor's Land to permit access to lands owned by Grantee described as follows:

Description of Grantee property receiving the benefit of the access easement described herein:

All that tract or parcel of land lying and being in Land Lot 241 of the 4th District and 1st Section of Dawson County, Georgia, and being Tract 3 containing 3.386 acres shown on a Survey dated September 21, 2007, revised December 11, 2007, April 1, 2009 and August 25, 2009, for Dawson County Board of Education by Richard Webb & Associates, recorded in Plat Book 78, Page 85, in the office of the Clerk of Superior Court, Dawson County, Georgia; reference to said Survey and record thereof being hereby made for a more complete description.



TO HAVE AND TO HOLD said Easement perpetually unto Grantee, its successors and assigns, the right, powers, and interests herein granted.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first written above.

GRANTOR:

**DAWSON COUNTY, GEORGIA,
by and through its Board of Commissioners**

By: _____
Billy Thurmond, Chairman

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

[NOTARY SEAL/STAMP →

My Commission Expires: _____

Item Attachment Documents:

2. Consideration of RFP #333-19 - Design-Build Services for Fire Services - Station 9
(Tabled from the April 18, 2019, Voting Session)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 04/11/2019

Prepared By: Melissa Hawk

Voting Session: 04/18/2019

Presenter: David McKee/Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: RFP #333-19 Design-Build Services for Fire Services – Station 9 Presentation

Background Information:

The SPLOST VI resolution specifies that a portion of the revenue funds received will construct a fire station and community center.

Current Information:

The Purchasing Department released a Design-Build method RFP for design services and construction on February 8, 2019. Five (5) evaluators reviewed the technical responses to establish the highest scored proposer. Pricing received for the A & E tasks and a Guaranteed Maximum Price was received for construction. Three (3) proposals received. CT Darnell Construction scored the highest, with a total of points of 62.

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	3500	541100	\$1,750,000.00	\$1,717,206.40	\$1,000,000.00	\$717,206.40
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
					\$736,271.00	

Recommendation/Motion: To accept the proposals submitted and award a contract to CT Darnell Construction, not to exceed the amount of \$1,736,271, upon the justified increase of the county's stated cost limitations AND to approve the transfer of XXX funds in the amount of \$736,271 to this project.

Department Head Authorization: David McKee

Date: 03/27/2019

Finance Dept. Authorization: Vickie Neikirk

Date: 4/4/19

County Manager Authorization: DH

Date: 4/4/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Presentation



War Hill Park

Photo by: Michelle Wittmer Grabowski



RFP #333-19 DESIGN-BUILD SERVICES FOR FIRE SERVICES – STATION 9

WORK SESSION – APRIL 11, 2019



Background and Overview



- ❖ The SPLOST VI resolution specifies that a portion of the revenue funds received will construct a fire station and community center.
- ❖ Davis Engineering completed the property survey on Land Lot 57, located in District 4. Dawson County then purchased XXX acres located at 3145 Sweetwater Juno Road in Dawsonville in late 2018 for this purpose.
- ❖ Mill Creek Environmental completed the Phase 1 Environmental Study around the same timeframe.
- ❖ Facilities, Fire Services and Public Works worked together to create the rough concept plan depicted in the Scope of Services of this Request for Proposal.
- ❖ A design-build methodology was chosen to reduce total project time and to allow for one contract for both design and construction services.
- ❖ Design-Build Services Agreement
 - Term- Award date until final acceptance of the project by the County.

Procurement Approach and Procedure



BID ACCORDING TO POLICY

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website
- ✓ Posted on Georgia Procurement Registry
- ✓ Emailed notification through vendor registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Chamber of Commerce
- ❑ **3 proposals received**

Design-Build RFP Description



- ❖ Inter-workings of a Design-Build Project:
 - The County developed a RFP that contains the following:
 - Defined Scope of Services.
 - Established Stated Cost Limitations (SCL) which is the total budget for the project of \$1,000,000.00.
 - Evaluation criteria and weight is set.
 - Pre-construction, a meeting is set to review and finalize GMP costs.

- ❖ The proposers provide:
 - Technical proposals defining their approach to the project and submit references.
 - Cost proposal included:
 - A per phase cost of the design portion of the project.
 - A total construction cost.
 - All costs combined equal the Guaranteed Maximum Price for the project.
 - Awarded proposer must provide detailed costs of all phases of design and construction to justify the final cost of total project.

Scope of Services



- ❖ Some of the scope of services include:
 - Preliminary Design Phase – preliminary drawings and a management plan submitted to the County for review, changes and approval.
 - Detailed Schematic Design Phase – drawings created to scale including all disciplines of construction, preliminary construction cost and schedule submitted to the County for review, changes and approval.
 - Final Design Phase – development of construction drawing and specifications.
 - Contractor to submit the guaranteed maximum price change order to the County for review, changes and approval.
 - Construction of the complex.
 - Close-out of the project and keys 181 epted by the County.

County Responsibilities



❖ Some of the County responsibilities include:

- Permitting
- Gates and fencing
- Install security cameras post-construction
- Perform approval roll test on subgrade prior to paving
- Review plans and the GMP for approval and set costs to Contractor
- Review all invoices received by Contractor which will include invoices from sub-contractors and suppliers.

Evaluation Committee



- ❖ Facilities Director, James Tolbert
- ❖ Emergency Services, Fire Chief/EMA Director, Danny Thompson
- ❖ Emergency Services, Division Chief of Operations, Danny Speaks
- ❖ Public Works Director, David McKee
- ❖ Public Works Project Manager, Bryan Young

- ❖ Facilitator – Melissa Hawk, Purchasing Manager

Evaluation Criteria and Proposer Scores Summary



COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	REFERENCES	MANAGEMENT PLAN	TECHNICAL SCORE	Cost/ FINANCIAL	Total SCORE
Charles Black Construction Co	42	62	82	42	37	53	8	61
CT Darnell Construction	38	60	78	34	32	48	14	62
Everlast Construction Group	33	45	66	30	28	40	20	60

Evaluation weight for this RFP is 65% technical and 35% price.

Scores rounded to the nearest whole number

Offers Received



Tasks	Charles Black Construction Co	CT Darnell Construction	Everlast Construction Group
Preliminary Design Phase	\$47,009.00	\$60,000.00	\$14,000.00
Detailed Schematic Design Phase	\$47,009.00	\$52,000.00	\$20,000.00
Final Design Phase	\$47,009.00	\$36,289.00	\$22,500.00
Construction of the Fire Station 9	\$2,350,445.00	\$1,587,982.00	\$906,500.00
Total	\$2,491,472.00	\$1,736,271.00	\$963,000.00
High/Low Variance	1,528,472.00	773,271.00	0.00
Value of 1 point			
249147.20			
Grade Reduction	6.13	3.10	0.00
Point (Max. 10)	3.87	6.90	10.00
Fee Grade (pts x 3.5)	7.73	13.79	20.00

NOTE: Fee Grade is determined by calculating the difference between highest and lowest cost. This factors into a grade reduction for each proposer except for the lowest price proposer. The grade reduction is deducted from the maximum points. This number is then multiplied by the Cost weight.

Staff Recommendation



Staff respectfully requests the Board to accept the proposals submitted and to award a contract to CT Darnell, not to exceed the amount of \$1,736,271.00, upon the justified increase of the County's stated cost limitations of \$1,000,000.00, to complete the scope of services within the RFP. The BOC will need to approve the transfer of \$736,271.00 from XXX to this SPLOST VI project.

THANK YOU

Item Attachment Documents:

1. Consideration of Request to Retire Sheriff's Office K9 Kimbo and Transfer Ownership to Handler, Lieutenant Jessica Kraft



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Sheriff's Office

Work Session: May 2, 2019

Prepared By: Sheriff Jeff Johnson

Voting Session: May 2, 2019 (K. Cloud)

Presenter: Sheriff Jeff Johnson

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of Request to Retire DCSO K9 Kimbo and transfer ownership to Handler Lieutenant Jessica Kraft

Background Information:

DCSO K9 Kimbo, a Belgian Tervuren, has been recommended for retirement upon the professional opinion of Dr. Katie Ferris, Chestatee Animal Hospital. This is due to medical reasons.

Current Information:

K9 Kimbo was born in February 2011. K9 Kimbo was purchased from Custom Canine Unlimited in December 2011.

Kimbo has served solely with handler Lieutenant Jessica Kraft. It is our request that ownership of Kimbo be transferred to Lt. Kraft.

Budget Information: Applicable: _____ Not Applicable: _____ Budgeted: Yes _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 4/23/19

County Manager Authorization: DH

Date: 4/23/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



2011

KIMBO



Custom Canine Unlimited, LLC

AJ Vargas, Training Director



SALES CONTRACT



April 1, 2019

To Whom It May Concern:

I have had the great honor and privilege to be Kimbo's doctor for the past year. After several discussions with handler Jessica Kraft, and physical exams, I have come to the conclusion that while Kimbo's heart and mind are still very much into working, his body is unable to keep up with the high demands of his job. As we all know, a working dog requires a very high degree of stamina and agility not only to perform the job well, but to keep from being injured. It is my professional opinion that Kimbo be retired from the work force. Having said this, Jessica and I have talked about the importance of continuing to exercise Kimbo's mind.

Kimbo has served our community well and I am so honored to have had the opportunity to be part of his life. If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Ferris", with a long horizontal flourish extending to the right.

Katie Ferris, DVM

Medical Director, VCA Chestatee Animal Hospital

Item Attachment Documents:

2. Consideration of a Services Agreement with Dawson County Humane Society for Treatment and Housing of Animals



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Legal

Work Session: 04.23.19

Prepared By: Sam VanVolkenburgh (Jarrard & Davis)

Voting Session: 05.02.19

Presenter: Interim County Attorney

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of a Services Agreement with Dawson County Humane Society for Treatment and Housing of Animals

Background Information:

For several years, the Dawson County Humane Society has been caring for dogs and cats picked up by the County Animal Control Department, and in exchange for this service the Humane Society is partially funded by the County. The most recent agreement between the County and Humane Society for services and funding expired in 2017, so a new agreement is needed. This will complement the three-party agreement recently approved relating to animals picked up at the City of Dawsonville.

Current Information:

This agreement memorializes the County's funding obligation and the Humane Society's duty to provide housing and medical care services for impounded dogs and cats. The agreement does not obligate the County in 2019 for any money that has not already been budgeted; it merely memorializes the existing relationship and addresses certain legal requirements for services provided to the County. The agreement is set to automatically renew annually, though the parties can negotiate the amount of County funding each year.

Budget Information: Applicable: X Not Applicable: _____ Budgeted: Yes X No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	3915	523900	FY 19 \$137,000			

Recommendation/Motion: Approve the attached contract.

Department Head Authorization: _____

Date:

Finance Dept. Authorization: Vickie Neikirk

Date: 4/12/19

County Manager Authorization: DH

Date: 4/12/19

County Attorney Authorization: Angela Davis/Sam VanVolkenburgh

Date: 4/11/2019

Comments/Attachments:

Animal Care and Control Services Agreement

This Animal Care and Control Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between Dawson County, Georgia, a political subdivision of the State of Georgia, acting by and through its governing authority, the County Board of Commissioners, located for purposes of this Agreement at 25 Justice Way, Suite 2313, Dawsonville, GA 30534 (hereinafter referred to as the “County”), and Dawson County Humane Society, Inc., a Georgia nonprofit corporation, having its principal place of business at 633 Martin Rd, P.O. Box 360, Dawsonville, GA, 30534 (hereinafter referred to as the “Humane Society”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the County has adopted an ordinance regarding the control of animals within the unincorporated area of Dawson County; and

WHEREAS, in conjunction with this Agreement, the County, the Humane Society and the City of Dawsonville have entered into an agreement for the care of feral, stray or ownerless dogs and cats in the custody of the City of Dawsonville; and

WHEREAS, the Humane Society operates a facility (the “Shelter”) at 633 Martin Rd, Dawsonville, within which dogs and cats can be temporarily housed and provided medical care;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Contract Term; Termination. The initial term of this Agreement shall commence as of the Effective Date, and expire without further obligation of the County at midnight on December 31, 2019. Thereafter, this Agreement shall automatically renew for five additional one-year terms unless notice of non-renewal is provided by either Party by September 1 of the year preceding non-renewal. Either Party may terminate this Agreement for breach by the other, following notice and the provision of 30 days to cure or to diligently begin cure (if full cure cannot be reasonably accomplished within 30 days). In addition, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Dawson County. The Parties intend that, due to the annual termination and renewal provisions above, this Agreement is not intended to be a “multi-year purchase contract” of the County under O.C.G.A. § 36-60-13(a).

Section 2. Services. The County may deliver, and the Humane Society shall accept, dogs and cats at the Shelter. Delivered dogs and cats may come from the incorporated or unincorporated areas of Dawson County. The specific care, medical treatment, and recordkeeping responsibilities of the Humane Society are set forth in Exhibit A.

Section 3. Compensation and Method of Payment. As compensation for accepting up to 400 dogs and cats per calendar quarter, the County shall pay the Humane Society the flat fee of \$137,000.00 for calendar year 2019. In each following year the parties will negotiate an equitable flat fee payment, but in the event the parties cannot agree, the payment will be the flat fee of \$137,000.00. The annual flat fee shall be paid in twelve even payments, once per month. If the County delivers more than 400 dogs and cats per calendar quarter, the County shall pay a flat fee of \$100.00 for each additional animal, payable on the basis of monthly invoices to be submitted by the Humane Society.

Section 4. Covenants of Humane Society.

A. Licenses, Certification and Permits. Humane Society covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Humane Society by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Agreement. Humane Society shall employ only persons duly qualified in the appropriate area of expertise to perform the Services described in this Agreement.

B. Assignment of Agreement. Humane Society covenants and agrees not to assign or transfer any interest in, or

delegate any duties of, this Agreement, without the prior express written consent of the County.

C. **Independent Contractor.** Humane Society hereby covenants and declares that it is engaged in an independent entity and agrees to perform the Services as an independent contractor and not as the agent or employee of County.

D. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless:

- (1) Humane Society shall provide evidence on County-provided forms, attached hereto as **Exhibits “B” and “C”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Humane Society’s subcontractors have registered with, are authorized to use and use 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. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Humane Society provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Humane Society hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit “B”**, and submitted such affidavit to County or provided County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Humane Society hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Humane Society employs or contracts with any subcontractor(s) in connection with the covered contract, Humane Society agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit “C”**, which subcontractor affidavit shall become part of the Humane Society/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Humane Society agrees to provide a completed copy to County within five (5) business days of receipt from any subcontractor. Humane Society and Humane Society’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Humane Society agrees that the employee-number category designated below is applicable to Humane Society: fewer than 100 employees. Humane Society hereby agrees that, in the event Humane Society employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Humane Society will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

E. **Authority to Contract.** The individual executing this Agreement on behalf of each Party covenants and declares that it has obtained all necessary approvals of the Party’s board of commissioners or board of directors to simultaneously execute and bind that Party to the terms of this Agreement.

F. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Humane Society agrees that, during performance of this Agreement, Humane Society, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Humane Society agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 5. **Miscellaneous.**

A. **Entire Agreement; Counterparts; Third Party Rights.** This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement; provided, however, that this Agreement is understood to supplement and enable the tri-party (County of DeKalb/Dunwoody/Dunwoody/Humane Society) agreement referenced in the

preamble. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the state or federal courts serving Dawson County, Georgia. Humane Society agrees that it will perform all Services in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Services, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).

C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

D. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above and addressed to the Dawson County Manager or Chairman of the Humane Society, respectively, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

E. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified, good faith or official immunities.

IN WITNESS WHEREOF, County and Humane Society have executed this Agreement, effective as of the Effective Date first above written.

[SIGNATURES ON FOLLOWING PAGE]

Dawson County Humane Society, Inc.

Signature: Timothy Smock

Print Name: TIMOTHY SMOCK

Title: President

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: Donna J. Bolton

Print Name: DONNA J. BOLTON

Title: SECRETARY
Corporate Secretary

Dawson County, Georgia

By: Billy Thurmond, Chairman, County Board of Commissioners

[COUNTY SEAL]

Attest:

Signature: _____

Print Name: Kristen Cloud

Title: County Clerk

Approved as to form:

County Attorney

EXHIBIT "A"

The Humane Society shall to perform the following Services:

1. All dogs and cats delivered by the County shall be accepted into the shelter maintained and operated by the Humane Society.
2. Any dog delivered to the shelter shall receive the following medical treatment: distemper combination, kennel cough vaccinations, heartworm testing, health assessment, broad spectrum wormer, and flea and tick control, unless a dog is deemed not adoptable by the director of the shelter.
3. Any cat delivered to the shelter shall receive the following medical treatment: distemper combination, health assessment, broad spectrum wormer, and flea and tick control, unless a cat is deemed not adoptable by the director of the shelter.
4. Spay and neutering of dogs and cats delivered to the shelter may be accomplished pursuant to an adoption contract for any such animal; otherwise, spay and neutering of all dogs and cats delivered to the shelter by the County shall be accomplished by the Humane Society staff or contracted personnel if practical and possible.
5. Dogs delivered to the shelter by the County shall be fed once daily, unless a dog's health dictates otherwise.
6. Cats delivered to the shelter by the County shall have dry food available at all times, unless a cat's health dictates otherwise.
7. Any dog or cat delivered to the shelter by the County suffering from a terminal injury or disease with no reasonable likelihood of recovery shall be euthanized immediately, and the lawful owner, if known, of such animal shall be charged \$50.00 for euthanasia and disposal. Dawson County shall not be charged any fee for such service and any dog or cat euthanized in accord with this sub-paragraph shall not be included in the 400 dogs and cats-per-quarter limit applicable to the County.
8. Any dog or cat delivered to the shelter by the County shall remain within the shelter for three days before ownership shall be transferred to the Humane Society. However, any feral animal delivered to the shelter by the County shall be exempt from the terms of this subparagraph, and the Humane Society shall not be required to allow such animal to remain within the shelter for three days. A "feral" animal is an animal that is wild or untamed and includes any previously domesticated animal that has reverted to a wild or untamed state characterized by behavior normally attributed to wild animals. Any animal with a collar shall not be deemed feral. If an animal is determined to be microchipped, then such animal shall not be deemed feral. Any animal not captured in a trap or by any method not requiring special animal handling activities, such as a catchpole or a dartgun or a net, shall not be deemed feral. All dogs and cats suspected of being feral, but not identified as such by the County, because of the method of capture, shall be held in the trap/cage in which the animal arrives at the shelter for one overnight period during which time the animal shall be offered food, water, and privacy to the extent permitted by safety and practicality. After the one overnight period, the shelter director or person in charge for the day and the acting manager or most senior kennel employee may agree that the animal acts as a feral animal, and the animal may be euthanized immediately if no microchip or reasonable evidence of being spayed/neutered is discovered when the animal is sedated.
9. Any dog or cat delivered to the shelter by the County that is involved in a bite case shall be boarded at the shelter for at least ten (10) days as a rabies quarantine. If the lawful owner of such animal may reasonably be determined, then such owner shall be charged a boarding fee of \$20.00 per day. A dog or cat delivered to the shelter by the County involved in a bite case may be euthanized or isolated after ten (10) days depending upon the likelihood of ownership being determined.
10. The County shall be provided with a reasonable number of keys to the intake area of the shelter of the Dawson County Humane Society so that the County shall have twenty-four (24) hour access to the shelter for purposes of placing dogs and cats in the shelter after normal business hours.
11. The Humane Society shall maintain a contract with a licensed veterinarian for services. The shelter of the Humane Society shall be inspected and certified through the Georgia Department

of Agriculture. The appropriate Veterinarian DEA License and state certification shall be posted within the shelter. The shelter of the Humane Society shall operate and comply with the guidelines, rules, regulations, and inspection requirements of the State of Georgia Department of Agriculture, and any other applicable federal, state or local laws.

12. The Humane Society shall provide the County a financial audit prepared by a certified public accountant approved by Dawson County every three years in which this Agreement is in force. The first such audit will be due on June 30th, 2020 for the calendar year 2019. The next audit will be due on June 30th, 2023 for the calendar year 2022. The Humane Society shall provide a financial compilation in 2021 for calendar year 2020, and a financial compilation in 2022 for calendar year 2021.
13. The Humane Society shall provide the County on a monthly basis a form or chart showing the following data:
 - i. The number of dogs and cats in holding, to be separated by the number of cats, the number of dogs, and the total number of dogs and cats.
 - ii. The number of dogs and cats brought by the County for the month.
 - iii. The number of dogs and cats adopted out of the facility during the previous month.
 - iv. The number of dogs and cats euthanized during the previous month.

EXHIBIT "B"

STATE OF Georgia
COUNTY OF Dawson

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Dawson County, Georgia has registered with, is authorized to use and uses 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. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

732037
Federal Services Authorization User
Identification Number

12/02/2013
Date of Authorization

Dawson County Humane Society, Inc.
Name of Contractor

Animal Care and Control Services Agreement
Name of Project

Dawson County, Georgia
Name of Public Employer

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

Executed on 29, 2019 in
DAWSONVILLE (city), GA (state).

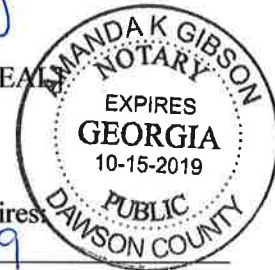
[Signature]
Signature of Authorized Officer or Agent

TIMOTHY SMOCK
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 29th DAY OF

April, 2019.
Amanda K Gibson
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires
10-15-2019

EXHIBIT "C"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Dawson County Humane Society, Inc. on behalf of Dawson County, Georgia has registered with, is authorized to use and uses 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. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Services Authorization User
Identification Number

Date of Authorization

Name of Subcontractor

Animal Care and Control Services Agreement
Name of Project

Dawson County, Georgia
Name of Public Employer

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

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

Item Attachment Documents:

3. Consideration of FY 2019 Legacy Link Contract Addendum No. 3 for Nutrition Program Services



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services-Senior Center

Work Session: 4-23-2019

Prepared By: Dawn Pruett

Voting Session: 5-2-2019

Presenter: Dawn Pruett

Public Hearing: Yes _____ No X

Agenda Item Title: Request to approve 2019 Legacy Link Contract Amendment #3.

Background Information:

Legacy Link receives an increase or decrease in funding during the contract year that changes original contract amounts.

Current Information:

Amendment No. 3 makes the following changes: Includes an additional \$5,284 from Nutrition Service Incentive Program funding (NSIP State) to be used by year end FY19 for additional meals.

Budget Information: Applicable: Not Applicable: Budgeted: Yes X No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	5520					

Recommendation/Motion: Approve FY19 addendum and sign contract documents.

Department Head Authorization: Dawn Pruett

Date: 4-16-19

Finance Dept. Authorization: Vickie Neikirk

Date: 4/17/19

County Manager Authorization: DH

Date: 4/17/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

202



April 5, 2019

Mr. Billy Thurmond, Chairman
Dawson County Board of Commissioners
25 Justice Way Suite 2313
Dawsonville, GA 30534

Dear Mr. Thurmond:

Enclosed are two (2) original copies of the FY-2019 Addendum #3 Contract between The Legacy Link, Inc. and the Dawson County Commission for Nutrition Program Services. This Addendum is for the contract period of July 1, 2018 - June 30, 2019.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Mrs. Pat V. Freeman, Chief Executive Officer of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or e-mail at lgearls@legacylink.org.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark". The signature is written in a cursive, flowing style.

Linda Earls Clark
AIMS Financial Specialist

Enclosure

ADDENDUM NO. 3
TO
AGREEMENT

FOR
BETWEEN THE LEGACY LINK, INC., AND DAWSON COUNTY COMMISSION

THE PROVISION OF Nutrition program and entered into on the first day
Of July, 2018.

Said agreement is amended to read as follows.

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal
a day, five days a week (250 days per year) as specified in the
Grant Application incorporated herein, for a total of 23,460 units
Of home-delivered nutrition services to 120 elderly persons,

5. Compensation.

(c) The total compensation paid by the Legacy to the Contractor
for Transportation services pursuant to this Agreement shall not
exceed Twelve Thousand Nine Hundred Twenty Nine Dollars (\$12,929.00).

(d) The Legacy agrees to provide federal and state funds for
home-delivered meals in the amount of Forty Five Thousand Two Hundred
Sixty Seven Dollars (\$45,267.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to
insure non-federal funds in the amount of One Thousand Five Hundred
Twenty Nine Dollars (\$1,529.00) for Transportation services.

The minimum cash requirement for the term of the Agreement being
Forty Three Thousand Eight Hundred Eighty One Dollars (\$43,881.00)
for home-delivered meals.

The Contractor shall provide the necessary non-match local
resources required for the provision of the services listed in
Paragraph two (2) of this contract, this amount being Three Hundred
Sixty Six Thousand Two Hundred Sixty Six Dollars (\$366,266.00).

All other terms and conditions of this agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
DAWSON COUNTY COMMISSION

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public

Item Attachment Documents:

4. Consideration of Request for Increased Funding for Legal Fees in 2019



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 04/23/19

Prepared By: Vickie Neikirk

Voting Session: 05/2/19

Presenter: Vickie Neikirk

Public Hearing: Yes No

Agenda Item Title: Request for increased funding for attorney/legal fees

Background Information:

In December 2018, the Board made the decision to utilize outside firm of Jarrard & Davis for legal services after the retirement of in-house attorney. There was \$160,413 approved for the County Attorney budget for 2019. Those funds have been used to pay for legal fees in 2019.

Current Information:

Because of increased need for legal services, as well as costs for clearing up outstanding issues, the county has exceeded the funding available to pay future invoices. Current amount left in the County Attorney budget for 2019 is \$19,284.

Estimated costs for remainder of 2019 (April - December) will be at least \$250,000

Budget Information: Applicable: Not Applicable: Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1530	521201	\$160,413	\$19,284	\$250,000	

Recommendation/Motion: Motion to approve the request of \$250,000 to be added to Legal fees for 2019 with funding to come from General Fund fund balance.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 4/11/19

County Manager Authorization: DH

Date: 4/15/19

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

207