DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, MARCH 7, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM

NEW BUSINESS

1. Presentation of Traverse Juror Pay- Court Operations Division Director Cyndi Hurst

2. Presentation of Request to Accept a Department of Behavioral Health and Developmental Disabilities Grant- Family Connection Coordinator Rebecca Bliss

3. Presentation of Request to Accept Georgia Department of Human Services Grant- Family Connection Coordinator Rebecca Bliss

4. Presentation of Request to Accept Georgia Family Connection Kinship Cohort Funding- Family Connection Coordinator Rebecca Bliss

5. Presentation of Board Authorization to Enter into Agreement to Purchase Real Estate to Acquire Right of Way, Temporary Easement, and Driveway Easements from Shoal Creek Supply, Inc., Tax Parcel No.: 081-004 (Project Parcel 6) for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road- Public Works Director Robert Drewry

6. Presentation of Board Authorization to Enter into Agreement to Purchase Real Estate to Acquire Driveway Easements from Connor Thomas McGrew and Donna Louise McGrew, Tax Parcel Nos.: 081-001 and 081-003 (Project Parcels 7 and 8) for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road- Public Works Director Robert Drewry

7. Presentation of Amendment to LMC (McCormick Solutions) / Tax Assessor Agricultural / Rural Property Appraisal Agreement- Chief Appraiser Elaine Garrett / Purchasing Manager Melissa Hawk

8. Presentation of RFP #431-23 - Dawson County Outdoor LED Lighting Conversion Project- Parks & Recreation Director Matt Payne / Purchasing Manager Melissa Hawk

9. Presentation of Project Management Services Contract Approval for Emergency 9-1-1 / Emergency Operations Center Construction Project- County Manager Joey Leverette / Purchasing Manager Melissa Hawk

10. Presentation of a Development Agreement Between the County and Century Communities of Georgia, LLC, Regarding Proposed Modifications to Zoning Change Stipulations Related to the Crosby Square Townhome Development at Lumpkin Campground Road North and State Highway 53- County Attorney

11. Presentation and Draft Update of Fire Code Ordinance- County Attorney

12. County Manager Report

13. County Attorney Report

A Voting Session meeting will immediately follow the Work Session meeting.

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
AGENDA FORM

Department: Court Administration

Work Session: March 7, 2024

Prepared By: Katie Mincey

Voting Session: March 21, 2024

Presenter: ~~Jason Stephenson~~ Cyndi Hurst

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of Traverse Juror Pay

Background Information:

OCGA § 15-2-7 provides that the first grand jury impaneled at the fall term of the superior courts "shall fix an expense allowance for trial and grand jurors in superior courts of such counties for the next succeeding year not to be less than $5.00 nor to exceed $50.00 per diem."

In September 2023, a Dawson County grand jury fixed the traverse juror compensation at $50 per day for calendar year 2024, representing an increase from the 2023 rate of $40 per day. The increase would be effective April 1, 2024 "subject to the approval of the governing authority of the county" pursuant to OCGA § 15-2-7(b).

Current Information:

It has been many years since the last adjustment by the Grand Jury and Dawson County Commission. Traverse jurors are currently paid $40 per day. The Fall Term of the Grand Jury voted to increase the pay to $50 per day. *No budget increase is being requested at this time based on ARPA grant funds.*

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	00	2150	521102	$50,000	$0	$50,000

Recommendation/Motion: _____

Department Head Authorization: _____ Date: 2/23/24

Finance Dept. Authorization: Vickie Neuburk Date: 2/28/24

County Manager Authorization: _____ Date: 2-27-24

County Attorney Authorization: _____ Date: _____

Comments/Attachments:

Please see attached Dawson County Grand Jury Presentments.

DAWSON COUNTY GRAND JURY PRESENTMENTS

SEPTEMBER, 2023

TO: THE HONORABLE KATHLENE GOSSELIN, BONNIE OLIVER, JASON DEAL, and CLINT BEARDEN, and LINDSAY H. BURTON, Judges of the Superior Court of Dawson County, Northeastern Judicial Circuit.

This Grand Jury, chosen for the September, 2023 Term of Court of the Dawson County Superior Court, respectfully submits the following presentments:

INDICTMENTS

This Grand Jury was presented with a total of 63 cases, 63 which were returned as true bills, 0 being returned as no bill and 1 case was split between true and no bills.

RECALL

The September, 2023 term of the Grand Jury remains subject to recall until the convening of the March, 2024 Grand Jury.

BOARD OF EQUALIZATION

This Grand Jury voted for three individuals submitted by Clerk of Court, Justin Power, as member/alternate members for the Dawson County Board of Equalization. Those members are Randy Davis, Michael L. Henson, and Timothy Biddy.

TRAVERSE JUROR PAY

This Grand Jury voted that Traverse Juror Pay should be raised to $50 per diem from its current amount pending approval from the Dawson County Commission.

COMMENDATIONS

This Grand Jury would like to thank Clerk of Court Justin Power for appearing before this Grand Jury and presenting us with a monthly accounting of monies for the Clerk of Court office.

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
AT 12:45 PM 02-13-2024
Recorded in Book Page
This day of 20
, Clerk

This Grand Jury commends the Sheriff's Department Officers and Investigators for their service to Dawson County, for their professionalism in the cases they each presented, and for appearing before this body. The Grand Jury also thanks officers from the other agencies who appeared.

We also thank District Attorney Lee Darragh and his staff for their assistance in facilitating the business of this jury, especially Deb Dearwent, Grand Juror Coordinator. Additionally, this Grand Jury thanks Reggie Stowers and Renee Rogers for their assistance in serving as our bailiff.

This 13TH day of FEBRUARY, 2024.

Karrie Joe King
Foreperson

Mardie Townley
Clerk

Nereida Baez

Roy Halbert Cagle III

Charles Daniel Crowe

Eulene Epps Disharoon

Michael Scott Dooley

Tanya R. Dowdy

Richard Christopher Evans

Carter Harris Greeson

Amber Marie Grogan

Beth Clifton Herren

Rebecca Anne Hipp

Glen Robert Jones II

Karrie Joe King

John Charles Kray

Brenda Kay McCain

Margaret A. Melton

Danny Charles Morick

Pape Demba Sow, Sr.

Mardie Lynn Townley

Keith Edward Trosterud

Douglas Stephan Waszak

Andrea Elizabeth Whitaker

Juliana Elise Hart, Alternate

Shelia Marie Sherwood, Alternate

Levi Hankins, Alternate

STATE OF GEORGIA

DAWSON COUNTY

The within and foregoing presentments received and read in open court, the same are hereby approved and ordered published as recommended and spread upon the minutes of this Court.

This 13 day of February, 2024.

Honorable Clint G. Bearden
Northeastern Judicial Circuit

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Family Connection

Work Session: 03/07/2024

Prepared By: Rebecca Bliss

Voting Session: 03/21/2024

Presenter: Rebecca Bliss

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation to request to accept the Department of Behavioral Health and Developmental Disabilities grant in the amount of $35,000.00

Background Information:

Dawson County Family Connection's (DCFC) mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. (Established 1999)

Current Information:

DCFC is being awarded $35,000 in grant funds* effective February 15, 2024-September 30, 2024, by the Department of Behavioral Health and Developmental Disabilities. DCFC agrees to increase community awareness and prevention of opioid use/misuse/abuse, build support for reducing opioid abuse/misuse, and create a foundation for the sustainability of opioid awareness in Dawson County.
*No match required

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To accept funds designated for DCFC to increase community awareness and prevention of opioid use/misuse/abuse in Dawson County.

Department Head Authorization: Rebecca Bliss

Date: 02/12/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 2/26/24

County Manager Authorization: J Leverette

Date: 2/27/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

DBHDD Contract Deliverables

ANNEX B

SOR CONTRACT DELIVERABLES – Year 2

Deliverables for SOR III Community Showcase Events

Goal: To increase community awareness, education & prevention of opioid use/misuse/abuse, build support for reducing opioid abuse/misuse and create a foundation for the sustainability of opioid awareness in that community.

Contractor will develop, implement, and provide reporting data on DBHDD approved Community Showcase Events in the SOR III Mini Grant approved awarded county site:

Dawson County Family Connections - Showcase Events in: Dawson - $35,000

The Contractor shall:

1. Submit to DBHDD an Event Plan and Timeline for the approved community site within 30 days of contract start date.
2. Submit a monthly narrative progress report for the site to DBHDD/ by the 5th working day following the end of the previous month using the format and medium provided by the DBHDD/OBHPFG.
3. Electronically submit process and outcome data for the site and adhere to all specified timeline/deadlines for data entry.
4. Submit a final programmatic narrative report for the site to the DBHDD/OBHPFG by the 30th day following the end of the contract period following the format provided by DBHDD/OBHPFG.
5. Participate in program evaluations conducted by DBHDD and/or contracted evaluator thereof. Participation includes, but is not limited to, timely submission of requested information/data based on measurable goals and objectives delineated for the site.
6. Have appropriate staff representation at all meetings and any required regional trainings/workshops. Contractor agrees to include a summary of all training either provided by the contractor or attended by the same in the monthly narrative progress report.
7. Provide the DBHDD/OBHPFG with information regarding any Event plan and timeline changes, to include but not limited to any topic focus, target population, dates, times, and locations of all proposed changes in service or activities for DBHDD's approval at least 30 days prior to said proposed changes.
8. Submit any other reports and / or documentation as requested.
9. Host a minimum of one (1) Community Show Case Event within their approved awarded community(ies) that will educate the community on the opioid epidemic and related substance abuse issue. Event proposal will be submitted to DBHDD/OBHPFG Programmatic Officer for approval at least 30 days prior to implementation.
10. Address all of the following guiding objectives when planning, developing, executing, and evaluating the Community Showcase Event(s):
    a. Provide education to Georgians about the importance of safely securing all medication by locking it away or disposing of medications at drop boxes locations to prevent accident, theft or misuse.
    b. Inform and educate Georgians about how the Good Samaritan Law (Medical Amnesty) protects individuals when calling 911 in the cases of opioid, alcohol and other drug overdoses. Also, to encourage individuals to call 911 and stay until help arrives.
    c. Encourage Georgians to speak with their doctors about alternatives to opioid pain medication to prevent potential misuse.
    d. Provide information to Georgians about the Georgia Crisis and Access Line (GCAL) to aid those in crisis and linkage to resources.
    e. Provide information on Naloxone, a medication used to reverse opioid overdoses, and to encourage those at risk of overdose or family/friends of someone at risk of overdose to obtain Naloxone to prevent death due to an opioid overdose.
11. Identify and establish (at the site) a Memorandum of Understanding (MOU) with at least one (1) outside local community organization or coalition to partner with planning, development, and execution of the Community Showcase Event(s) to ensure community collaboration. The Contractor will submit proof of partnership within 30 days of signed MOU.

12. Administer at the site the requisite evaluation tool(s) given by the SOR evaluator to capture data for measuring delineated community showcase event objectives.

Workforce Development:

13. Complete an end of the project report for the site. This report must include the process, successes and challenges related to the Community Showcase Event(s). The report must include process of completed deliverables, changes, evaluation process, measured outcomes of the program and any data collected over the year. The report is due thirty days after the contract end date.

14. Submit any additional information, reports, data and/or documents requested by DBHDD/OBHPFG by designated deadlines.

15. Submit a staffing chart within one month of contract enactment for the site. When there are modifications to the staffing during contract period, Contractor must submit a revised staffing chart within 30 days of the change to DBHDD/OBHPFG.

16. Electronically submit data and maintain program management database to include funds management and planning reports.

Data and Evaluation:

17. Provide, gather, analyze, and report prevention needs, service, and program data to DBHDD/OBHPFG.

18. Aid with statewide evaluation by providing materials such as reports, services, program data, and further documents, needs or items that may arise, as determined by DBHDD/OBHPFG.

19. Distribute provided evaluation surveys for all Community Showcase Events and deliver evaluation surveys to the SOR evaluator.

20. Maintain access to and demonstrated working knowledge of the Internet.

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Family Connection | Work Session: 03/07/2024

Prepared By: Rebecca Bliss | Voting Session: 03/21/2024

Presenter: Rebecca Bliss | Public Hearing: Yes _____ No X

Agenda Item Title: Presentation to request to accept Georgia Division of Human Services grant in the amount of $52,500.

Background Information:

Dawson County Family Connection's (DCFC) mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. (Established 1999)

Current Information:

DCFC is being awarded $52,500 in grant funds* for FY25 (July 1, 2024-June 30, 2025) by the Georgia Division of Human Services. DCFC agrees to facilitate the development and implementation of a plan to improve conditions for children and families, exercise fiscal responsibility, convene collaborative partners, and collect/share data on the well-being of children and families in Dawson County.
*No match required

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To accept funds designated for DCFC to facilitate the development and implementation of a plan to improve conditions for families and children residing in Dawson County.

Department Head Authorization: Rebecca Bliss | Date: 02/12/2024

Finance Dept. Authorization: Vickie Neikirk | Date: 2/26/24

County Manager Authorization: J Leverette | Date: 2/27/24

County Attorney Authorization: _____ | Date: _____

Comments/Attachments:

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Family Connection

Work Session: 03/07/2024

Prepared By: Rebecca Bliss

Voting Session: 03/21/2024

Presenter: Rebecca Bliss

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation to request to accept the Georgia Family Connection, Kinship Cohort Funding in the amount of $6,250.

Background Information:

Dawson County Family Connection's (DCFC) mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. (Established 1999)

Current Information:

DCFC is being awarded $6,250 in cohort funds* by Georgia Family Connection Partnership, Inc. DCFC agrees to provide support to caregivers that are taking care of children that are not biologically their own (known as kinship families) in the form of stipends, emergency funding, and support meetings, which includes a meal and childcare.
*No match required

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To accept funds designated for DCFC to provide additional support for kinship caregivers in Dawson County.

Department Head Authorization: Rebecca Bliss

Date: 02/12/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 02/27/24

County Manager Authorization: J Leverette

Date: 2/27/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

GaFCP Kinship Cohort Funds LOA

CLIX

Actions

Main

Notes

FFY24.Cohort.KNP.Dawson

Organization

Dawson County Family Connection, Inc.

GENERAL | ORGANIZATION AND CONTACT(S) | APPLICATION DETAILS | **APPLICATION REVIEW**

Administrator Review

Administrator Comments:

Thank you for your submission. Approved

Decision

Meets

Project Manager Review

Project Manager Comments:

Approved.

Decision

Meets

BACK

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: **Public Works** Work Session: March 7, 2024

Prepared By: **Robert W. Drewry, Director of Public Works** Voting Session: March 21, 2024

Presenter: **Robert W. Drewry** Public Hearing: Yes _____ No X

Agenda Item Title: Request Board authorization to enter into Agreement to Purchase Real Estate to acquire Right of Way, Temporary Easement, and Driveway Easements from Shoal Creek Supply, Inc., Tax Parcel No.: 081 004 (Project Parcel 6) for Dawson County P.I. # 0120048- Right of Way of Proposed SR 136 at Shoal Creek Road.

Background Information:

The Board of Commissioners approved a project for the construction of a roundabout on State Route 136 at Shoal Creek Road funded from SPLOST VI. Construction plans are substantially complete and staff is in the acquisition stage of the project. Staff is working with the County Attorney for parcel acquisition.

Current Information:

Parcel #6 is owned by Shoal Creek Supply, Inc. The project requires the total acquisition of 0.054 acres of right-of-way, two temporary construction easements and compensation for damages. The property owner has signed the Agreement to Purchase Real Estate for $20,400. Staff is asking for Board concurrence on the acquisition and authorize the Chairman to sign the Agreement.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
424	4220	541401			$20,400.00	

Recommendation/Motion:

Department Head Authorization: ____RWD_____ Date: Feb. 27, 2024

Finance Dept. Authorization: Vickie Neikirk Date: 2/27/24

County Manager Authorization: J. Leverette Date: 2/28/24

County Attorney Authorization: _____ Date: _____

Comments/Attachments:

AGREEMENT TO PURCHASE REAL ESTATE

Dawson County P.I. #0120048
SR 136 at Shoal Creek Road
Parcel # 6
Tax Parcel ID # 081 004
Owners: Shoal Creek Supply, Inc.

DAWSON COUNTY, GEORGIA

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to Dawson County, a political subdivision of the State of Georgia (the "County"), an option to acquire the following described real estate:

Acquisition of Right of Way and easement rights through that tract or parcel of land located in G.M.D 1178, Dawson County, Georgia, and being more particularly described on "Exhibit A" attached hereto and made a part hereof by reference. To wit,

0.054 acres (2340.86 square feet) of Right of Way	**$1,620.00**
Tract 1- .006 acres (247.27 square feet) of Temporary Construction Easement	
Tract 2- 0.016 acres (703.09 square feet) of Temporary Construction Easement	
Total Temporary Easement- 950.36 square feet	**$130.00**
Site Improvements	**$500.00**
Consequential Damages	**$18,150.00**
Driveway Easement 1	
Driveway Easement 2	
TOTAL	**$20,400.00**

For the sum of **$20,400.00**, the undersigned agrees to execute and deliver to Dawson County Right of Way, Temporary Easement, and Driveway Easements to the lands owned by the undersigned as reflected on the attached "Exhibit A."

* * * * * * * * * * * * * * * * * * * *

The following conditions are imposed upon the grant of this option:

1) The consideration recited ($20,400.00) is full payment for the rights conveyed.

2) All Temporary Easements will terminate upon completion and acceptance of the installations within the Property by Dawson County.

3) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.

4) The property owner shall complete and return an IRS Form W-9, a copy of which is attached hereto marked "Exhibit B."

Witness my hand and seal this 25 day of January, 2024.

Exp 7/12/25

SHOAL CREEK SUPPLY, INC.

Signed this 25 day of January, 2024 in the presence of:

By: Randall Grant
Randall Grant, CEO

Max Grant
Witness

Attested: Bryan Grant
Bryan Grant, Secretary

Lynda Crane
Notary Public

[CORPORATE SEAL]

ACCEPTED:

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

Signed this ____ day of _____
202__ in the presence of:

By: _____
BILLY THURMOND, CHAIRMAN

_____
Witness

ATTEST:

_____
Notary Public

By: _____
Kristen Cloud, Dawson County Clerk

EXHIBIT A
Page 1 OF 3

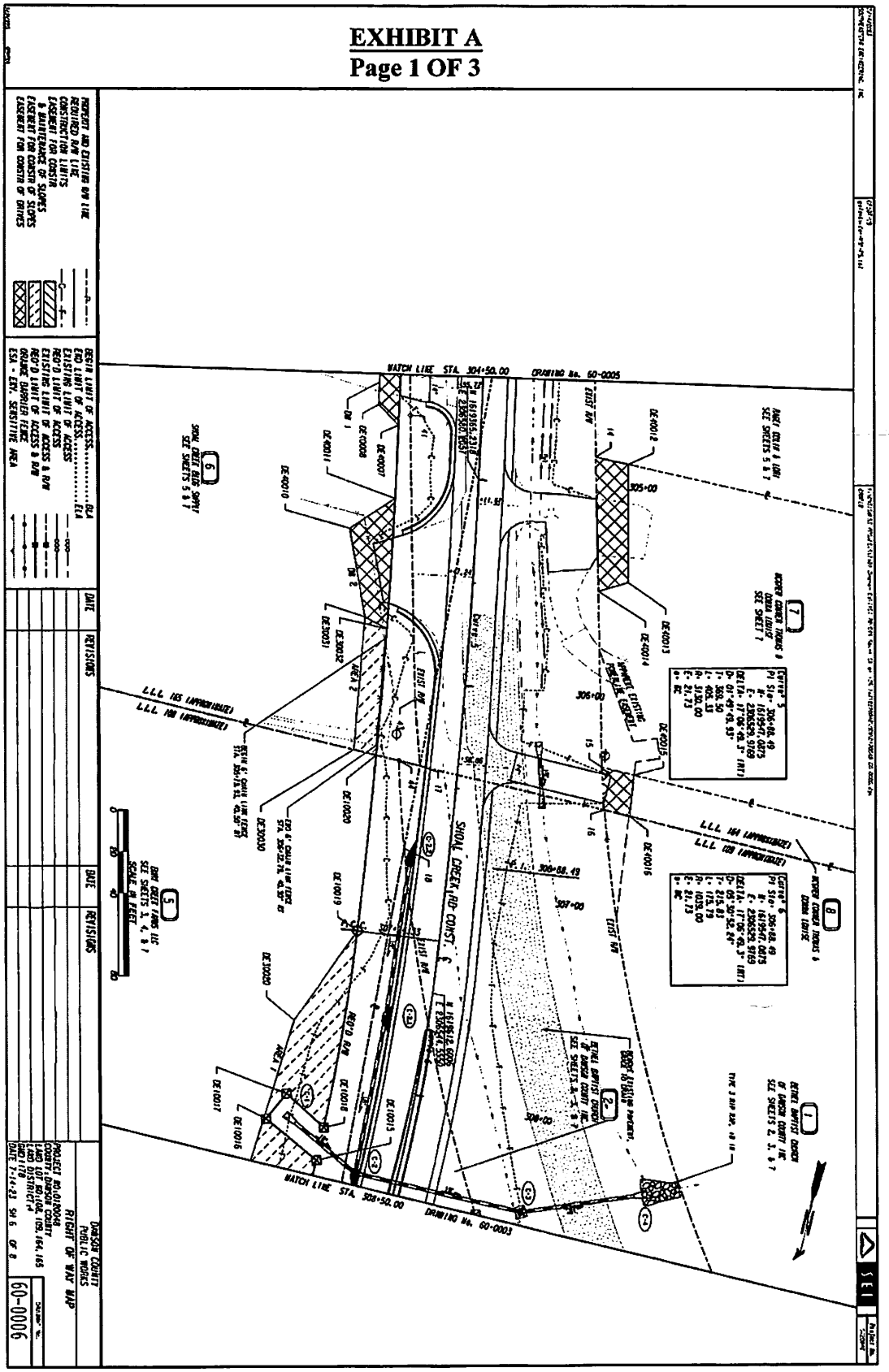
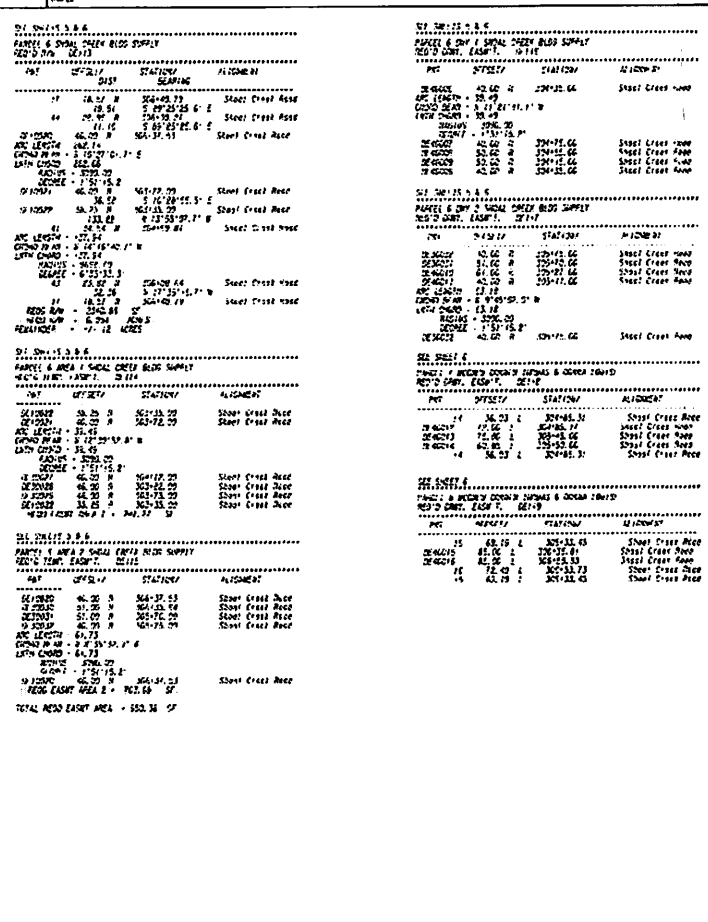


EXHIBIT A
Page 2 of 3



DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY
PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO.:D120048
COUNTY: DAWSON COUNTY
LAND LOT NO.:105, 109, 164, 165
LAND DISTRICT:4
GMD#178
DATE 7-14-23 SH 8 OF 8

DRAWING NO.
60-0008

EXHIBIT A
(Page 3 of 3)

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CRIPP

SEE SHEETS 5 & 6

PARCEL 5 SHOAL CREEK BLDG SUPPLY
REQ'D R/W DE113

PNT	OFFSET/ DIST		STATION/ HEARING	ALIGNMENT
17	18.57	R	305+40.79	Shoal Creek Road
	10.51		S 89°25'25.6" E	
44	28.96	R	306+39.21	Shoal Creek Road
	11.16		S 89°25'25.6" E	
DE10020	40.00	R	306+37.53	Shoal Creek Road

ARC LENGTH = 262.14
CHORD BEAR = S 10°21'01.7" E
LNTH CHORD = 262.06
RADIUS = 3090.00
DEGREE = 1°51'15.2"

DE10021	40.00	R	303+72.00	Shoal Creek Road
	16.58		S 10°28'55.5" E	
DE10022	38.25	R	303+35.00	Shoal Creek Road
	133.28		N 13°55'07.7" W	
41	36.54	R	304+69.21	Shoal Creek Road

ARC LENGTH = 137.54
CHORD BEAR = N 19°16'43.7" W
LNTH CHORD = 137.54
RADIUS = 9668.70
DEGREE = 0°35'33.3"

43	23.82	R	306+08.64	Shoal Creek Road
	32.36		N 17°35'16.7" W	
17	18.57	R	305+40.79	Shoal Creek Road

REQD R/W = 2390.86 SF
REQD R/W = 0.054 ACRES
REMAINDER = +/- 12 ACRES

SEE SHEETS 5 & 6

PARCEL 5 AREA 1 SHOAL CREEK BLDG SUPPLY
REQ'D TEMP. EASM'T. DE114

PNT	OFFSET/		STATION/	ALIGNMENT
DE10022	38.25	R	303+35.00	Shoal Creek Road
DE10071	40.00	R	303+72.00	Shoal Creek Road

ARC LENGTH = 39.49
CHORD BEAR = N 12°30'52.8" W
LNTH CHORD = 39.49
RADIUS = 3090.00
DEGREE = 1°51'15.2"

DE30027	40.00	R	304+12.00	Shoal Creek Road
DE30028	46.00	R	303+82.00	Shoal Creek Road
DE30029	46.00	R	303+75.00	Shoal Creek Road
DE10022	38.25	R	303+35.00	Shoal Creek Road

REQD EASMT AREA 1 = 247.27 SF

SEE SHEETS 5 & 6

PARCEL 5 AREA 2 SHOAL CREEK BLDG SUPPLY
REQ'D TEMP. EASM'T. DE115

PNT	OFFSET/		STATION/	ALIGNMENT
DE10020	40.00	R	306+37.53	Shoal Creek Road
DE30030	51.00	R	306+35.64	Shoal Creek Road
DE30031	51.00	R	305+70.00	Shoal Creek Road
DE30032	40.00	R	305+75.00	Shoal Creek Road

ARC LENGTH = 51.73
CHORD BEAR = N 8°35'39.5" W
LNTH CHORD = 51.73
RADIUS = 3090.00
DEGREE = 1°51'15.2"

DE10020	40.00	R	306+37.53	Shoal Creek Road

REQD EASMT AREA 2 = 703.09 SF

TOTAL REQD EASMT AREA = 950.36 SF

SEE SHEETS 5 & 6

PARCEL 6 DMT & SHOAL CREEK BLDG SUPPLY
REQ'D DRMT. EASM'T. DE116

PNT	OFFSET/		STATION/	ALIGNMENT
DE43006	40.00	R	304+35.00	Shoal Creek Road

ARC LENGTH = 39.49
CHORD BEAR = N 1°24'41.1" W
LNTH CHORD = 39.49
RADIUS = 3090.00
DEGREE = 1°51'15.2"

DE43007	40.00	R	304+75.00	Shoal Creek Road
DE43008	50.00	R	304+65.00	Shoal Creek Road
DE43009	50.00	R	304+45.00	Shoal Creek Road
DE43006	40.00	R	304+35.00	Shoal Creek Road

SEE SHEETS 5 & 6

PARCEL 6 DMT 2 SHOAL CREEK BLDG SUPPLY
REQ'D DRMT. EASM'T. DE117

PNT	OFFSET/		STATION/	ALIGNMENT
DE30037	40.00	R	305+75.00	Shoal Creek Road
DE30031	51.00	R	305+70.00	Shoal Creek Road
DE43010	61.00	R	305+27.00	Shoal Creek Road
DE43011	40.00	R	305+11.00	Shoal Creek Road

ARC LENGTH = 63.18
CHORD BEAR = N 9°45'02.0" W
LNTH CHORD = 63.18
RADIUS = 3090.00
DEGREE = 1°51'15.2"

DE30032	40.00	R	305+75.00	Shoal Creek Road

SEE SHEET 5

PARCEL 7 MCGREW COWER THOMAS & COWNA LOUISE
REQ'D DRMT. EASM'T. DE118

PNT	OFFSET/		STATION/	ALIGNMENT
14	56.03	L	304+86.31	Shoal Creek Road
DE43012	72.00	L	304+79.17	Shoal Creek Road
DE43013	75.00	L	305+45.00	Shoal Creek Road
DE43014	60.25	L	305+50.00	Shoal Creek Road
14	56.03	L	304+86.31	Shoal Creek Road

SEE SHEET 6

PARCEL 8 MCGREW COWER THOMAS & COWNA LOUISE
REQ'D DRMT. EASM'T. DE119

PNT	OFFSET/		STATION/	ALIGNMENT
15	69.19	L	306+33.45	Shoal Creek Road
DE43015	95.00	L	305+35.81	Shoal Creek Road
DE43016	95.00	L	305+55.53	Shoal Creek Road
16	77.40	L	306+53.73	Shoal Creek Road
15	69.19	L	306+33.45	Shoal Creek Road

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Shoal Creek Supply, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2450 Shoal Creek Road

Requester's name and address (optional)

City, state, and ZIP code
Dawsonville, GA 30534

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
5 8 - 1 4 0 8 3 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Randall Grant Date ▶ 1-25-24

Randall Grant, Officer

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: **Public Works** Work Session: March 7, 2024

Prepared By: **Robert W. Drewry, Director of Public Works** Voting Session: March 21, 2024

Presenter: **Robert W. Drewry** Public Hearing: Yes _____ No X

Agenda Item Title: Request Board authorization to enter into Agreement to Purchase Real Estate to acquire Driveway Easements from Connor Thomas McGrew and Donna Louise McGrew, Tax Parcel Nos.: 081 001 and 081 003 (Project Parcels 7 & 8) for Dawson County P.I. # 0120048- Right of Way of Proposed SR 136 at Shoal Creek Road.

Background Information:

The Board of Commissioners approved a project for the construction of a roundabout on State Route 136 at Shoal Creek Road funded from SPLOST VI. Construction plans are substantially complete and staff is in the acquisition stage of the project. Staff is working with the County Attorney for parcel acquisition.

Current Information:

Parcels #7 and #8 are owned by Connor Thomas McGrew and Donna Louise McGrew. The project requires temporary driveway easements from both parcels. The temporary Easements will terminate upon completion of the project. The property owner has signed the Agreement to Purchase Real Estate for $500 per parcel. Staff is asking for Board concurrence on the acquisition and authorize the Chairman to sign the Agreement.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401			$1000.00	

Recommendation/Motion:

Department Head Authorization: ____RWD_____ Date: Feb. 27, 2024

Finance Dept. Authorization: Vickie Neikirk Date: 2/27/24

County Manager Authorization: J. Leverette Date: 2/28/24

County Attorney Authorization: _____ Date: _____

Comments/Attachments:

AGREEMENT TO PURCHASE REAL ESTATE

Dawson County P.I. #0120048
SR 136 at Shoal Creek Road
Parcels # 7 and 8
Tax Parcel IDs # 081 001 and 081 003
Owners: Connor Thomas McGrew and Donna Louise McGrew.

DAWSON COUNTY, GEORGIA

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to Dawson County, a political subdivision of the State of Georgia (the "County"), an option to acquire the following described real estate:

Acquisition of Right of Way and easement rights through that tract or parcel of land located in G.M.D 1178, Dawson County, Georgia, and being more particularly described on "Exhibit A" attached hereto and made a part hereof by reference. To wit,

Parcel 7

Driveway Easement	**$500.00**

Parcel 8

Driveway Easement	**$500.00**
TOTAL	**$1,000.00**

For the sum of **$1,000.00**, the undersigned agrees to execute and deliver to Dawson County Driveway Easements to the lands owned by the undersigned as reflected on the attached "Exhibit A."

* * * * * * * * * * * * * * * * * * * *

The following conditions are imposed upon the grant of this option:

1) The consideration recited ($1,000.00) is full payment for the rights conveyed.

2) All Temporary Easements will terminate upon completion and acceptance of the installations within the Property by Dawson County.

3) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.

4) The property owner shall complete and return an IRS Form W-9, a copy of which is attached hereto marked "Exhibit B."

Witness my hand and seal this _____day of _____, 202___.

Signed this 15TH day of February, 2024 in the presence of:

Karen Passaro
Witness

Leslie G. Trimmer
Notary Public

LESLIE G. TRIMMER
My Commission Expires
NOTARY PUBLIC
December 26, 2025
GWINNETT COUNTY, GEORGIA

_____ (seal)
Connor Thomas McGrew

Signed this 15TH day of February, 2024 in the presence of:

Karen Passaro
Witness

Leslie G. Trimmer
Notary Public

LESLIE G. TRIMMER
My Commission Expires
NOTARY PUBLIC
December 26, 2025
GWINNETT COUNTY, GEORGIA

_____ (seal)
Donna Louise McGrew

Signed, Sealed and Delivered on the ____ day of _____, 2023 in the presence of:

_____
Witness

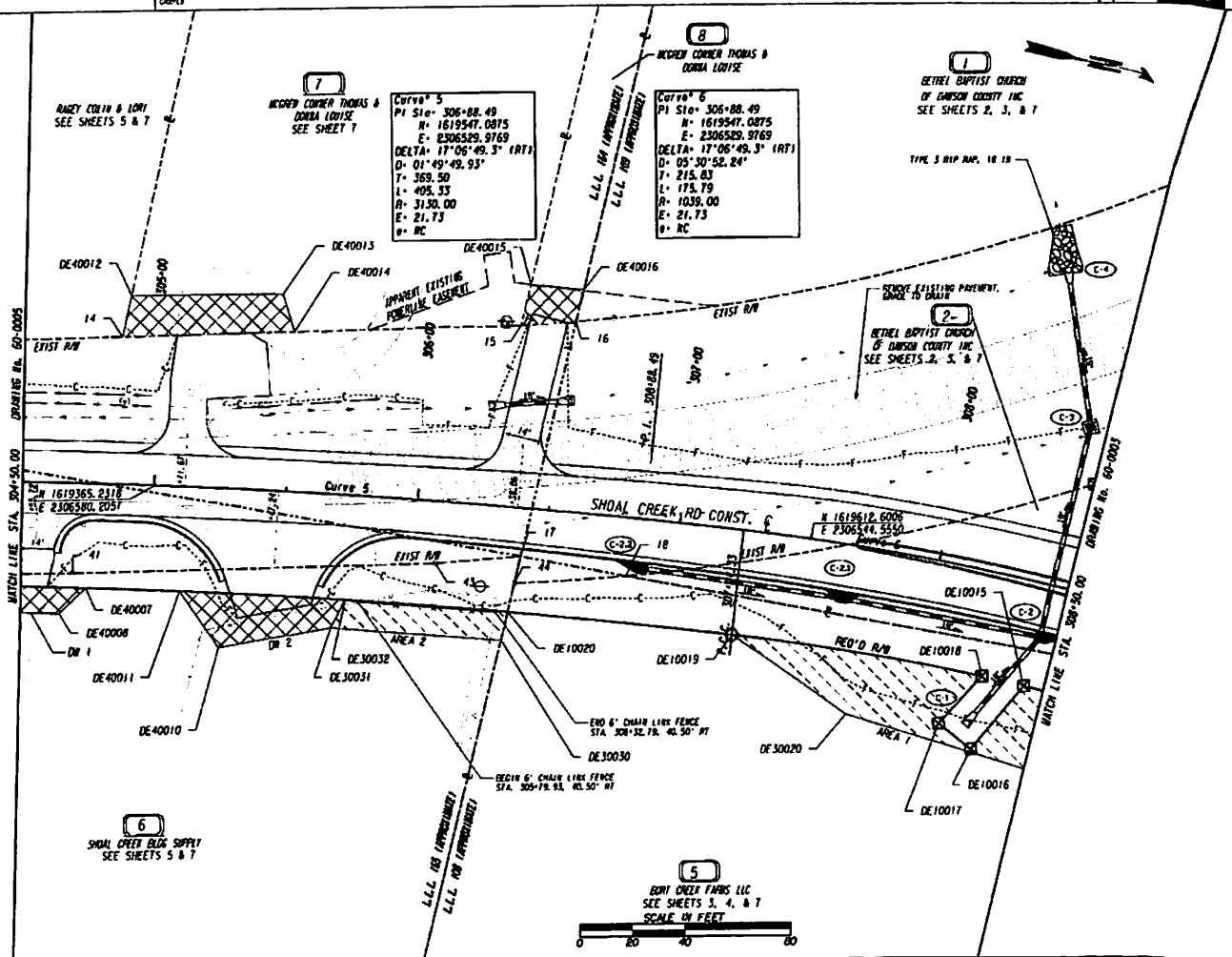
_____
Notary Public

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

By: _____
BILLY THURMOND, CHAIRMAN

Attest:_____
Kristen Cloud, Dawson County Clerk

EXHIBIT A
Page 1 of 3



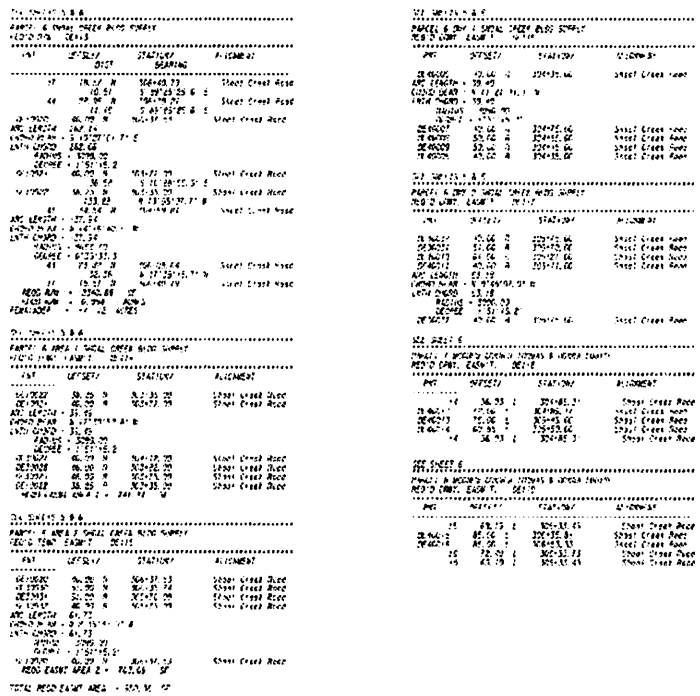
PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY
PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO:0120048
COUNTY: DAWSON COUNTY
LAND LOT NO:108, 109, 164, 165
LAND DISTRICT:4
GMD 1176
DATE 7-14-23 SH 6 OF 8
DRAWING No.
60-0006

EXHIBIT A
Page 2 of 3



DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY
PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO:0120048
COUNTY: DAWSON COUNTY
LAND LOT NO:108, 109, 164, 165
LAND DISTRICT:4
GMD 1170
DATE 7-14-23 SH 8 OF 8

DRAWING NO.
60-0008

EXHIBIT A

Page 3 of 3

PARCEL 7 MCGREW CONNER THOMAS & DONNA LOUISE
REQ'D DRWY. EASM'T. DE118

PNT	OFFSET/		STATION/	ALIGNMENT
14	56.03	L	304+86.31	Shoal Creek Road
DE40012	72.00	L	304+89.17	Shoal Creek Road
DE40013	75.00	L	305+45.00	Shoal Creek Road
DE40014	60.85	L	305+50.00	Shoal Creek Road
14	56.03	L	304+86.31	Shoal Creek Road

SEE SHEET 6

PARCEL 8 MCGREW CONNER THOMAS & DONNA LOUISE
REQ'D DRWY. EASM'T. DE119

PNT	OFFSET/		STATION/	ALIGNMENT
15	69.19	L	306+33.45	Shoal Creek Road
DE40015	85.00	L	306+35.81	Shoal Creek Road
DE40016	85.00	L	306+55.53	Shoal Creek Road
16	72.40	L	306+53.73	Shoal Creek Road
15	69.19	L	306+33.45	Shoal Creek Road

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Tax Assessor's Office | Work Session: 03/07/2024

Prepared By: Melissa Hawk | Voting Session: 03/21/2024

Presenter: Elaine Garrett/Melissa Hawk | Public Hearing: Yes x No _____

Agenda Item Title: Amendment to the LMC / Tax Assessor Agricultural/Rural Property Appraisal Agreement

Background Information:

On December 15, 2022, the BOC approved a contract to perform Agricultural and Rural Property appraisals, to include permit review, mapping, platting, cataloging and indexing these properties, in the amount of $122,500 annually. An additional $46,054 was approved if permitting rose above 1,520 permits annually.

Current Information:

The Tax Assessor and LMC are now asking to amend the scope of work to include commercial and industrial revaluation services, which will include developing cost schedules for commercial/industrial improvements; field reviews of all real taxable parcels in this category; develop commercial/industrial land schedules to property develop land according to GA APM; data entry of characteristics into the county CAMA system and review sales for other ancillary value items. The cost shall not exceed the original contract annual maximum of $168,554 for this additional work or additional permitting over the 1,520 annual allotment.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1550	521200	$182,573.00	$0.40	$46,054.00	$0.40

Recommendation/Motion: Staff respectfully requests the board to approve the amended scope to the Agricultural/Rural Property Appraisal Agreement to include all scope for commercial and industrial revaluation services; for a total contract amount not to exceed $168,554 AND to determine the funds to be used for the amended services.

Department Head Authorization: Elaine Garrett | Date: 02/23/2024

Finance Dept. Authorization: Vickie Neikirk | Date: 2/28/24

County Manager Authorization: J. Leverette | Date: 2/28/24

County Attorney Authorization: _____ | Date: _____

Comments/Attachments:

DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Parks & Recreation

Work Session: 03/07/2024

Prepared By: Melissa Hawk

Voting Session: 03/21/2024

Presenter: Matt Payne/Melissa Hawk

Public Hearing: Yes x No _____

Agenda Item Title: RFP #431-23 - Dawson County Outdoor LED Lighting Conversion Project

Background Information:

The BOC approved $702,714 in Impact Fees for a Rock Creek Park baseball field to be resurfaced as an ADA multi-use field. There is a $259,245.84 budget balance after this project's completion. As the county continues to retrofit standard lighting fixtures to LED lighting fixtures, an RFP was released for an outdoor LED lighting conversion project for baseball fields Nos. 9, 10, 11 and 12.

Current Information:

The RFP opened on February 9, 2024, receiving 5 proposals. After a thorough review of the technical responses, Musco Lighting received the highest score of 65. Its price proposal was only $385.04 higher than the lowest price, coming in at $200,000.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
785	6120	541200-P65	$702,714.00	$259,245.84	$200,000.00	$59,245.084

Recommendation/Motion: Staff respectfully requests the board accept bids received, approve a contract to Musco Lighting for the RFP #431-23 and to utilize Impact Fee funds for the project.

Department Head Authorization: Matt Payne

Date: 02/23/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 02/26/24

County Manager Authorization: J. Leverette_____

Date: 2/27/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Presentation

RFP #431-23 DAWSON COUNTY OUTDOOR LED LIGHTING CONVERSION PROJECT

MARCH 7, 2024

Background and Overview

- Impact Fees Funds were approved for a baseball field to be resurfaced as a ADA multi-use field. This project was completed with a remaining balance of over $259,000.00.

- Parks and Recreation would like to convert the sports standard lighting to LED lighting on baseball fields 9, 10, 11 and 12.

Procurement Approach and Procedure

Bid According to Policy

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website through Vendor Registry
- ✓ Posted on Georgia Procurement Registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Dawson County Chamber of Commerce
- ✓ Received 5 proposals

Technical Proposals Evaluation Committee

- Parks/Recreation Director Matt Payne
- Public Works Director Robert Drewry
- Special Projects Coordinator Chris Turner

Scope of Work Overview

- Contractor to install:
  - 72 LED sports lights – 800W (18 per field)
  - 4 pathway lights in between fields
  - 4 lighting controls (1 per field)
  - A wireless control system
  - 4 twist lock lighting controllers (1 per field)

- Contractor to provide all labor

- Contractor to provide a lift and dumpster for the project

Offers Received

Tasks	Bell Electric	Energy Harness	Inergy Solutions	Musco Lighting	PSG Energy
LED Sports Light - 800W-18 Ea/Field - Total 72	$257,485.39	$186,480.00	$114,840.00	$172,800.00	$162,000.00
Pathway Lighting - Total 4	$2,903.60	$2,828.00	$796.00	$6,000.00	$1,400.00
Lighting Control - 1 Ea/Field - Total 4	$1,537.20	$1,221.18	$14,328.00	$0.00	$16,000.00
Wireless Control System	$3,642.90	$2,940.73	$4,899.00	$9,000.00	$16,000.00
Twist Lock Lighting Controller	$244.00	$168.00	$100.00	$0.00	$20,000.00
Labor to Complete All Work	$44,397.00	$32,268.00	$55,001.96	$9,600.00	$40,337.00
Lift Rental	$0.00	$9,800.00	$9,000.00	$2,200.00	$5,000.00
Dumpster Rental	$365.00	$1,365.00	$650.00	$400.00	$2,000.00
Total	$310,575.09	$237,070.91	$199,614.96	$200,000.00	$262,737.00

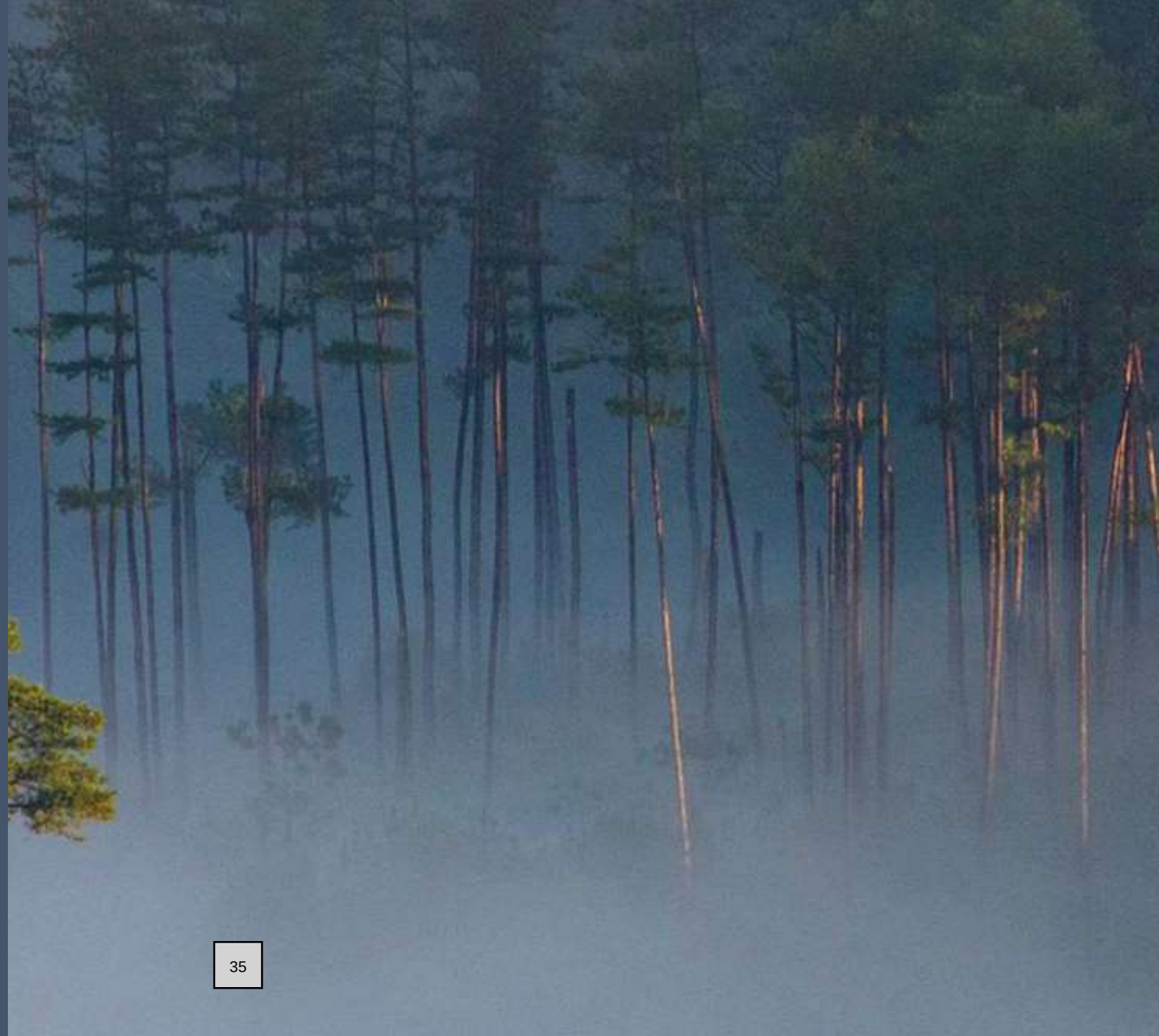
Scoring Summary

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
Bell Electric	20	37	46	16	16	45	16	61
Energy Harness	25	53	53	25	24	60	22	82
Inergy Solutions	24	46	58	26	25	60	25	85
Musco Lighting	27	57	62	26	24	65	25	90
PSG Energy	25	57	58	24	22	62	20	82

Scores are rounded to nearest whole number

Staff Recommendation

Staff respectfully requests the Board to accept proposals received, award a contract to Musco Lighting in the amount of $200,000.00, with $20,000.00 County-controlled Contingency; utilizing Impact Fee Funds.



DAWSON COUNTY BOARD OF COMMISSIONERS
AGENDA FORM

Department: Administration Work Session: 03/07/2024

Prepared By: Melissa Hawk Voting Session: 03/21/2024

Presenter: Joey Leverette/Melissa Hawk Public Hearing: No xx

Agenda Item Title: Project Management Services Contract Approval for E911-EOC Construction Project

Background Information:

The SPLOST VII resolution includes the design/construction of a new E911/EOC facility. The BOC approved a contract with Jericho Design on December 16, 2022, to create the drawings and specifications for this building. The civil plans were submitted to the county's planning department on February 22, 2024, for permitting. The full construction documents are scheduled to be complete the first of March, with an RFP for construction services being released the same month.

Current Information:

The county is in need of a professional and certified company to oversee the construction at a deeper level than that of the design engineers. The county manager spoke with several colleagues about companies with this level of expertise. The county manager, Public Works and Purchasing met with Jeff Prine, CEO/president of Ascension Program Management, LLC. A scope of services and price was agreed upon to oversee the E911/EOC construction project for a cost of not to exceed $64,800, for a period of 16 months of services. We would like to professionally exempt APM, due to the level of experience, licenses and certifications held by this company and the amount being less than that of a Public Works contract.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
325	3800	541300-P02			$64,800.00	

Recommendation/Motion: Staff respectfully requests the board approve contracting for these services and to utilize SPLOST VII funds for the project.

Department Head Authorization: Joey Leverette Date: 02/22/2024

Finance Dept. Authorization: Vickie Neikirk Date: 2/26/24

County Manager Authorization: ___Joey Leverette_____ Date: 2/27/24

County Attorney Authorization: _____ Date: _____

Comments/Attachments:

PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT

This Agreement is made and entered into this ___ day of _____ by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner" or "County"), and Ascension Program Management (hereinafter referred to as the "Consultant") under seal for all professional services called for in Exhibit "A"**;** and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant.

Dawson County desires to retain Consultant to provide certain services to act as the project manager for the construction of the E911/Emergency Communications Center. The County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement. The Consultant has represented that it is qualified by training and experience to perform the Work. The Consultant desires to perform the Work under the terms and conditions set forth in this Agreement. The public interest will be served by this Agreement.

In consideration of the mutual promises, the public purposes, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Consultant, consists of the Contract Documents, Amendments, Attachment "A", and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, all Change Orders, as agreed upon in writing by both parties, and Attachment "A", issued hereafter, the consultant confidentiality and disclosure agreement, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract constitutes the entire and exclusive agreement between the Owner and the Consultant with reference to the Exhibit "A" Scope of Work. Specifically, but without limitation, this Contract supersede all prior written or oral communications, representations and negotiations, if any, between the Owner and Consultant. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Consultant.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Consultant for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Consultant shall have the right to keep one record set of the Contract Documents upon completion of the work; provided, however, that in no event shall Consultant use, or permit to be used, any or all of such Contract Documents on other work without the Owner's prior written authorization.

1.7 Unobligated Funds

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE II

COVENANTS OF CONSULTANT

2.1 Expertise of Consultant

2.1.1 Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

2.1.2 Consultant will supply competent qualified people to perform the services outlined in this agreement. The Consultant will be responsible for reviewing property while providing their own transportation with no liability to the county. During the term hereof, the Consultant shall devote its best efforts and such time and attention to its duties hereunder as is necessary and proper to provide satisfactory Services to the Owner pursuant to this Agreement. The Consultant does not provide any warranty or guarantee any values. Penalties imposed by the State of Georgia for failure to comply with any laws, statutes, consent orders, or mandates are not guaranteed under this contract, and if assessed, are the sole responsibility of the Owner.

2.2 Budgetary Limitations

2.2.1 Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

2.3 County's Reliance on the Work

2.3.1 The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining

whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

2.4 Consultant's Reliance on Submissions by the County

2.4.1 Consultant must have timely information and input from the County in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

2.5 Consultant's Representative

2.5.1 **Thomas J. Prine** shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

2.6 Assignment of Agreement

2.6.1 The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

2.7 Conflict of Interest

2.7.1 Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Dawson County Code of Ethics. Consultant represents and warrants that there are no circumstances which create any conflict of interest by Consultant's performance hereunder.

ARTICLE III

THE WORK

3.1 Scope of Work

3.1.1 The Consultant shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with scope of service, amendments and the Consultants proposal document and in accordance with the with the terms of this agreement.

3.1.2 The term "Work" shall mean whatever is done by or required of the Consultant to perform and complete its duties under this Contract, including the following: assist in the non-scored review of construction contractor’s proposal submissions, attend the pre-construction conference, work with the County to perform construction administration, construction management, project close out activities and services. The Consultant shall furnish of any required insurance; provision of required and documentation; provision or furnishing of labor, supervision, services, materials, supplies. The County shall provide office space and access to printers and copiers as required of the Consultant as required to perform services in this Contract while working on the County project. The work to be performed by the Consultant is detailed in Exhibit “A”, attached hereto and incorporated herein by reference; however, the terms herein shall control over any conflicting terms that may be included in Exhibit “A”.

4.1 Independent Contractor

4.1.1 Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of the Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by the Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

ARTICLE IV

CONTRACT TIME

4.1 Time

4.1.1 The Consultant shall complete the work as specified in the Scope of Work within Exhibit "A" and Exhibit "B". The contract period shall be eighteen (18) months from the date listed on the notice to proceed letter. Any variation of time shall be agreed upon in a mutually signed change order.

4.2 Time is of the Essence

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract. Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work.

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

5.1.1 The Owner shall pay the Consultant a fee calculated in accord with Exhibit "B", the amount not to exceed Sixty-Five Thousand Eight Hundred Eighty-Eight ($65,880.00) dollars. The Consultant and Owner shall periodically review project progress and schedules to ensure timely completion of work.

5.2.1 The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within Exhibit "A". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Consultant before any such billing rate adjustments shall be implemented.

ARTICLE VI

PERSONNEL OF THE CONSULTANT

6.1 Personnel

6.1.1 The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant's Project Manager shall be Thomas J. Prine, and the

Project Manager shall be deemed to be the Consultant's authorized representative, who shall be authorized to receive and accept any and all communications from the Owner.

6.1.2 The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the Owner, if the Owner reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

6.2 Personnel, Sub-Consultants and Suppliers

6.2.1 ***Terms of Subcontracts*.** All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the Owner against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the Owner and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

6.2.2 The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant's sub-consultants and suppliers. At the term of this Contract, the Consultant shall submit Exhibit "C" to the Purchasing Manager.

6.3 Notice of Personnel Changes

6.3.1 The Consultant's key personnel identified within this Agreement shall not be changed or be substituted without the prior written approval of the Owner.

ARTICLE VII

PAYMENT TO THE CONSULTANT

7.1 Payment

7.1.1 The Owner shall pay to the Consultant in accordance with Exhibit "B" and on a mutually agreeable invoicing schedule for work completed. Invoices shall be paid per Owner policies and procedures, which is typically thirty (30) calendar days from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the Owner shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Consultant resulting from such change work order and project.

7.1.2 The Consultant warrants that upon submittal of an Invoice, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Consultant or any other person or entity whatsoever. The Consultant shall promptly pay each Sub-Consultant out of the amount paid to the Consultant on account of such Sub-Consultant's work, the amount to which such Sub-Consultant is entitled. In the event the Owner becomes informed that the Consultant has not paid a Sub-Consultant as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Consultant of amounts otherwise due hereunder naming the Consultant and such Sub-Consultant as joint payees.

7.1.3 No progress payment by the Owner shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

7.2 Withheld Payment

7.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Consultant to protect the Owner from loss because of:

a) Claims of third parties against the Owner;

b) Failure by the Consultant to pay Sub-Consultants or others in a prompt and proper fashion;

c) Persistent failure to carry out the work in accordance with the Contract; or

d) Damage to the Owner or a third party to whom the Owner is, or may be, liable

7.3 Completion and Final Payment

7.3.1 When all of the work is complete, Consultant shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Consultant will promptly issue a final Invoice for Payment certifying to the Owner that the Project is complete and the Consultant is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Consultant will return Exhibit "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

7.3.2 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Consultant except for those claims previously made in writing against the Owner by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment, as attested to in Exhibit "C".

ARTICLE VIII

THE OWNER

8.1 Information, Services and Things Required from Owner

8.1.1 The Owner shall furnish to the Consultant, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any. All documents' ownership shall remain to the Owner.

8.1.2 The Owner will supply office space and reasonable storage and workspace to complete the work required.

8.2 Right to Stop Work

8.2.1 If the Consultant fails or refuses to perform the work in accordance with this Contract, the Owner may order the Consultant to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Consultant shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Consultant in accordance with the contract documents.

8.3 Owner's Right to Perform Work

8.3.1 If the Consultant's work is stopped by the Owner under Paragraph 8.2 and the Consultant fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Consultant, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Consultant shall pay the difference to the Owner.

8.4 Suspension and Termination

8.4.1 If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

8.4.2 If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

8.5 Right of Entry

8.5.1 The County shall provide for right of entry for Consultant and all necessary equipment in order for Consultant to complete the Work.

8.6 No Personal Liability

8.6.1 Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

ARTICLE IX

THE CONSULTANT

9.1 The Consultant shall perform the work strictly in accordance with this Contract.

9.2 The Consultant shall supervise and direct the work using the Consultant's best skill, effort and attention. The Consultant shall be responsible to the Owner for any and all acts or omissions of the Consultant, its employees, Sub-Consultants, and others engaged in the work on behalf of the Consultant.

9.3 Warranty

9.3.1 The Consultant warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality, and that the work will be of good quality and in strict conformance with this Contract. All work not conforming to these requirements

may be considered defective. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

9.4 The Consultant shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work. Penalties imposed by the State of Georgia for failure to comply with any laws, statutes, consent orders, or mandates are not guaranteed under this contract, and if assessed, are the sole responsibility of the Owner.

9.5 Indemnity

9.5.1 The Consultant hereby agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees to the fullest extent permitted by law from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including attorneys' fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Consultant, the Consultant's employees, servants, agents or subcontractors. in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, Sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) the breach by the Consultant of any material provision of this Agreement. Likewise, to the extent permitted by law, the County shall indemnify and hold harmless the Consultant and its officers, directors, employees against claims, suits and actions that arise from, out of, or are caused by intentional negligent act or employees in connection with performance or compliance with the duties required under the Contract.

9.5.1.2 The Consultant shall initiate a Notice of Claim or dispute against the Owner arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the Owner. Such written notice shall be received by the Owner no later than seven (7) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto. In claims against any person or entity indemnified under this Paragraph 9.5 by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.5 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE X

CONTRACT ADMINISTRATION

10.1 Administration

10.1.1 Dawson County shall assign an Owner representative from the effective date of this Contract until final payment has been made for work site operations. **Joey Leverette, County Manager** or the current County Manager shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section XI below. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager and County Purchasing Manager**.** Acceptance of the change order will be reflected on the project purchase order and result in a Contract Amendment issued by the Purchasing Manager. If any Change Order/Contract Amendment results in the expenditure of funds not

currently budgeted, the Change Order/Contract Amendment must be approved by the Dawson County Board of Commissioners.

10.1.2 The Owner and the Consultant shall communicate with each other in the first instance through the Project Manager for all work.

10.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the specifications and the judge of the performance by the Consultant.

10.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

10.1.5 The Owner's Representative will review the Consultant's Invoices and will certify those amounts then due the Consultant as provided in this Contract**.**

10.2 Claims by the Consultant

10.2.1 All Consultant claims shall be initiated by written notice and claim to the Owner at the attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

10.2.2 Pending final resolution of any claim of the Consultant, the Consultant shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Consultant in accordance with this Contract. The resolution of any claim under this paragraph 9.7 shall be reflected by a Change Order executed by the Owner and the Consultant.

10.2.3 ***Claims for Additional Time***

10.2.3.1 If the Consultant is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Consultant's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Consultant to the Owner’s Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Consultant shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Consultant's basis for requiring additional time in which to complete the Project.

10.2.4 ***Excusable Delays***

10.2.4.1 The right of the Consultant to proceed shall not be terminated for any delays in the completion of the work due: (a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (b) To any acts of the Owner; (c) To causes not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, acts of another Consultant in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and (d). To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Consultant promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

ARTICLE XI

CHANGES IN THE WORK

11.1 Changes Permitted

11.1.1 ***County's Right to Order Changes*.** The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any change order shall mean a written order to the Consultant executed by the Owner issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record. All Change Orders are to be processed through the County Purchasing Manager to the County Manager as a Contract Amendment.

11.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Consultant shall proceed promptly with such changes.

11.2 Change Order Defined

11.2.1 Change Order shall mean a written order to the Consultant executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3 Changes in the Contract Price

11.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Consultant as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Consultant's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Consultant, then as provided in Subparagraph 11.3.2 below**.** Acceptance of the change order will be reflected on the project purchase order and Contract Amendment issued by the Purchasing Manager.

11.3.2 If no mutual agreement occurs between the Owner and the Consultant as contemplated in Subparagraph 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Consultant shall present, in such form and with such content as the Owner requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Contract Amendment.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Consultant

12.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Consultant or any person or entity working directly or indirectly for the Consultant, the Consultant may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Consultant for all work executed.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Consultant for a period of thirty (30) days after receiving written notice from the Consultant of its intent to terminate hereunder, then the Consultant may terminate performance under this Contract by written notice to the Owner. In such event, the Consultant shall be entitled to recover from the Owner as though the Owner had terminated the Consultant's performance under this Contract for convenience pursuant to Subparagraph 12.2.1.

12.1.3 The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

12.2 Termination by the Owner

12.2.1 ***for Convenience***

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Consultant for convenience. The Owner shall give written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

12.2.1.2 The Consultant shall incur no further obligations in connection with the work and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Consultant to assign the Consultant's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Consultant shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has.

12.2.1.4 The Consultant shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Consultant an amount derived in accordance with subparagraph (b) below.

(a) The Owner and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(b) Absent agreement of the amount due to the Consultant, the Owner shall pay the Consultant the following amounts:

i. Contract prices for labor, materials, equipment and other services accepted under this Contract;

ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Consultant would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

iv. The total sum to be paid the Consultant under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.3.2 ***for Cause***

12.3.2.1 If the Consultant persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Sub-Consultants or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Consultant, without prejudice to any other right or remedy, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever methods it may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

12.3.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Consultant. If such costs exceed the unpaid balance, then the Consultant shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.3.2.3 In the event the employment of the Consultant is terminated by the Owner for cause pursuant to subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Consultant's Insurance Requirements

13.1.1 The Consultant shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability in an amount equal to One Million ($1,000,000.00) Dollars combined

single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom; Comprehensive Automobile Insurance (owned, non-owned, hired) in an amount equal to Five Hundred Thousand ($500,000) Dollars combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom; Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident.

13.1.2 The Consultant shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Insurance, as allowed by Georgia law, as required by Paragraphs 13.1.1, 13.1.4 and 13.1.5.

13.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

13.1.4 The Consultant shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

13.1.5 The Consultant shall maintain worker’s compensation and comprehensive general liability insurance in such form as to protect Consultant and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Consultant under this Contract.

13.1.6 Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

13.1.7 The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf' basis, with defense costs payable in addition to policy limits. There shall be no cross- liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

13.1.8 Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

13.1.9 Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

13.1.10 The County shall be named as an additional insureds and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law and Venue

14.1.1 The parties agree that this Agreement shall be construed with and is to be governed by the law of the State of Georgia and venue for any dispute shall be the Superior Court of Dawson County, Georgia

14.2 Successors and Assigns

14.2.1 The Owner and Consultant bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Consultant shall not assign this Contract without written consent of the Owner.

14. 3 Captions and Severability

14.3.1 The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the parties agree that each of the provisions included in this Agreement are separate,

distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

14.4 Merger

14.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

14.5 Confidential Information

14.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided. The Consultant will abide by the Consultant Confidentiality and Disclosure Agreement.

14.5.2 All documents and materials prepared pursuant to this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

14.5.3 Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

14.5.4 Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

14.6 Litigation and Arbitration

14.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

14.7 Condition Precedent – Litigation

14.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

14.8 Term of Agreement

14.8.1 This Agreement shall commence on the date executed and shall terminate upon acceptance by the County of the work described herein.

14.9 Multi-year Contract

14.9. 1 This Contract and Agreement shall not be eligible for multi-year terms and shall terminate absolutely and without further obligation on the part of the Owner at the close of the work described herein.

14.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

14.10 Employment of Unauthorized Aliens Prohibited: E-Verify Affidavit

14.10.1 It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

(1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits Band 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 Consultant's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, or

(2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

14.10.2 The Consultant 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 the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant 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 Rule 300-10-1-.02.

14.10.3 In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant 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 contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

14.10.4 Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

14.10.5 Consultant agrees that the employee-number category designated below is applicable to the Consultant.

___ 500 or more employees.

___ 100 or more employees.

_X_ Fewer than 100 employees.

14.10.6 Consultant hereby agrees that, in the event Consultant 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, the Consultant will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

14.10.7 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.

14.11 Records, Reports and Audits

14.11.1 Records:

(a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

14.11.2 Reports and Information:

(a) Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

14.11.3 Audits and Inspections:

(a) At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

14.12 Licenses, Certifications and Permits

14.12.1 The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

14.13 Authority to Contract

14.13.1 The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

14.14 Ownership of Work

14.14.1 All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies

of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

14.15 Nondiscrimination

14.15.1 In accordance with Title VI of the Civil Rights Act, 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, the Consultant agrees that, during performance of this Agreement, Consultant, 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, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

14.16 Business License

14.16.1 Consultant must provide a current business license prior to commencement of the services to be provided hereunder. If a current business license is not available, Consultant shall apply to the County for a business license, pay the applicable business license fee, maintain said business license during the term of this Agreement.

14.17 Waiver of Agreement

14.17.1 No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

14.18 Third-Party Rights

14.18.1 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.

14.19 Sovereign Immunity

14.19.1 Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

14.20 Force Majeure

14.20.1 Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b)any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of

this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

14.21 Notices

14.21.1 All communications relating to the day-to-day activities of the Work shall be exchanged between Joey Leverette, County Manager, for the County and Thomas J. Prine for the Consultant.

14.21. 2 All other notices, requests, demands, writings, or correspondence, as required by this Agreement, to be given in accord with the terms hereof may be affected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. This Agreement and any documents relating to it may be executed and transmitted to the parties listed below by electronic mail, which electronic mail shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document when both parties have executed their part in blue ink. Notice shall be delivered as follows:

Owner:	Consultant:
Dawson County Board of Commissioner	Ascension Program Management, LLC
Attn: Melissa Hawk	Attn: Thomas J. Prine, CCM, LEED
25 Justice Way, Suite 2223	2990 Summit Lane
Dawsonville, GA 30534	Monroe, GA 30655
Email: mhawk@dawsoncounty.org	Email: jprine@ascension-pm.com
Phone: 706-344-3500 ext. 42223	Phone: 404-992-5050

- Signature Page to Follow-

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

OWNER:

DAWSON COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Name: _____

Title: _____

CONSULTANT:

ASCENSION PROGRAM MANAGEMENT, LLC

By: _____

Name: **Thomas J. Prine**

Title: **CEO/President**

Date: **February 21, 2024**

By: _____

Name: **Amy M. Prine**

Title: **Corporate Secretary**

-Exhibit "A" To Follow-

EXHIBIT "A"

SCOPE OF WORK

The Consultant shall perform the work as described below.

TASK 1.0 – BID & AWARD / PRE-CONSTRUCTION PHASE SERVICES:

During this Phase of Services, Consultant will interact with the County and the County's Design Consultant to become familiar with the project's specific requirements.

1.1 BID & AWARD. The County will prepare and issue a Request for Proposal for the construction contractor. Upon receipt of proposals, the Consultant will assist the Owner in a non-scored evaluation for completeness and full responsiveness.

Upon the Owner's completion of the technical evaluation tabulation sheet portion, the Consultant will assist the Owner in reviewing submitted prices, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the award.

1.2 PRE-CONSTRUCTION CONFERENCE. The Consultant will conduct, in conjunction with the Owner and the County's Design Consultant, a pre-construction orientation conference for the benefit of the team. This conference will serve to orient the Construction Contractor to the various reporting procedures and site rules prior to the commencement of actual construction.

TASK 2.0 – PROJECT CONSTRUCTION PHASE ACTIVITIES / SERVICES:

2.1 – ADMINISTRATION OF THE PROJECTS. The Consultant will provide contract administration as an agent and representative of the Owner to establish and implement coordination procedures between the Owner and Construction Contractor.

2.1.1 CONTRACT ADMINISTRATION. The Consultant, working with the Owner and Design Consultant, will administer the contract as provided in the General, Supplementary and Special Conditions of the contract for construction.

2.1.1A Develop Dashboard. The Consultant, working with the DC County Manager, will develop a specific
Dashboard that meets the specific requirements for the Project. This Dashboard will take the overall project funding and break it down into sub elements that can be tied to specific vendors and contracts. It will include a monthly invoice / expenditure tracking system.

2.1.1B Reports. With the County's assistance, the Contractor will develop specific reports as required to meet the needs of the County Manager and Finance Department. In addition, each reports generation and submission date on a monthly basis will be determined.

2.1.1C Finance & Project Budget Reconciliation. The Consultant will review the pay applications tied to the Project's Budget which shall be emailed, to the County Manager and the Consultant, prior to being paid. The Consultant will monitor all

contracts and fees tied to the Projects Budget line items. Once an Invoice is reviewed and ready for payment, the Consultant shall forward the approved pay application to the Dawson County Budget Manager, Natalie Johnson, at njohnson@dawsoncountyga.gov and the County Manager.

2.1.2 SUBMITTAL PROCEDURES. The Consultant will follow the procedures for submittals, change orders, payment requests and other procedures as set forth in the Proposal for the Construction Contractor; and maintain logs, files, and other necessary documentation. As the County's representative, the Consultant will be the party through which change orders, payment requests, submittals and information will be processed from Construction Contractor to the County and/or County to the Construction Contractor, following the procedures as specified in this Contract.

2.1.3 JOB SITE MEETINGS. The Consultant, along with the County and the Design Consultant, will conduct periodic job-site progress meetings (two per month) with the Construction Contractor, conduct an overall coordination meeting with all team members, and will oversee the recording, transcribing, and distribution of minutes by the Construction Contractor to all attendees, the Owner, and all other appropriate parties.

2.1.4 COORDINATION OF TECHNICAL SPECIAL INSPECTIONS AND TESTING. The Consultant will coordinate the technical special inspections and testing provided by the County's Material Testing Company and / or by the Construction Contractor as part of their contract administration if so established. All technical special inspection reports will be in a format approved by the Consultant, through the County, and will be received by the Consultant and Construction Contractor on a regular basis.

2.1.5 CONSTRUCTION OBSERVATION. The Consultant will make reasonable efforts to observe the progress of the Work and advise the County of any deviations, defects or deficiencies observed in the Work.

▪ The Consultant's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.
▪ These observations will not, however, cause the Consultant to be responsible for those duties and
responsibilities which belong to the Design Consultant nor Construction Contractor, and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and the responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
▪ As outlined within this agreement, the Consultant will provide periodic on-site inspection services.

2.1.6 NON-CONFORMING WORK. The Consultant will, in conjunction with the Design Consultant, make recommendations for corrective action on observed nonconforming work. The Consultant will make recommendations to the County and the Construction Consultant in instances where the Consultant observes work that, in its opinion, is defective or not in conformance with the Contract Documents.

2.1.7 EXERCISE OF CONTRACT PREROGATIVES. When appropriate, the Consultant will advise the County of any recommendations for exercising contract prerogatives, such as giving the Construction Contractor notice to accelerate the progress when the schedule

goals are in jeopardy due to Construction Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.

2.1.8 PROJECT/CONSTRUCTION SCHEDULE. Upon the transmission of a Notice of Award by the County to the successful Construction Contractor, the Consultant will review the Construction Contractor's development of its detailed project/construction schedule within the framework of the submitted Preliminary Provisional Network.

▪ Using the critical path method, this schedule will have no activity duration greater than fourteen (14) calendar days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction.

▪ The Consultant will receive the detailed Schedule from the Construction Contractor and distribute it to the County and other appropriate parties.

2.1.9 SCHEDULE OF VALUES. The Consultant will review and coordinate the Construction Contractor's reconciling of the Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

2.1.10 CONSTRUCTION PROGRESS REVIEW. The Consultant will review the progress of construction with the Construction Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.

▪ This review will reflect the Construction Contractor's contractual progress and be the basis for the monthly progress payment to the Construction Contractor.
▪ This review will indicate to the County when notices to the Construction Contractor for acceleration of the Work and the County's prerogatives are appropriate.

2.1.11 MONTHLY CONSTRUCTION SCHEDULE UPDATES. The Consultant will review the monthly construction schedule updates prepared by the Construction Contractor. After an evaluation of the actual progress as observed by the Consultant; schedule activities will then be assigned percentage-complete values in conjunction with the Construction Contractor.

▪ The review will reflect actual progress as compared to schedule progress noting variances (if any) as negative float.
▪ This review will also be the basis for determining implementation of certain County prerogatives
concerning the progress of the Project, when required.

2.1.12 MONTHLY CONSTRUCTION CONTRACTOR'S PAYMENT. The Consultant will coordinate with the Construction Contractor a review of the monthly payment request and make recommendations pertaining to payment to each.

▪ This activity will be an integral part of the monthly progress review updates. However, if it should later be found that a Construction Contractor has failed to comply with the provisions of its contract with the County in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Construction Contractor.

▪ By processing applications for payment, the Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Construction Manager has used the previous monies paid on account of the construction contract sum.

2.1.13 RECOVERY SCHEDULE. The Consultant shall enforce the Supplementary and Special Conditions of the Contract where it pertains to the development of a Recovery Schedule by the Construction Contractor.
▪ This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Construction Contractor to recapture the lost time and complete the Work in accordance with the Completion Dates.

▪ This Recovery Schedule will be distributed from the Construction Contractor to Consultant, the Design Consultant, the County, and other appropriate parties.

2.1.14 CHANGE ORDER PROCESSING SYSTEM. The Consultant will implement the County Change Order processing system as set forth in the requirements of the Construction Contract.

▪ All change order requests will first be set forth in a letter by the Construction Manager outlining in detail the change and accompanied by technical drawings and specifications, if necessary. This will be forwarded to the County Manager for review and Purchasing Manager for record in the contract file.
▪The Design Consultant will review the change order request to determine if their design contract pricing will be increased for said change. This determination will be sent to the County Manager for review and approval. The County processes and procedures will be followed for any change order to the Design Consultant prior to any work being completed by the Design Contractor outside of the original contract scope of work.
▪ The change order requests will be transmitted via email to the Construction Contractor and the Contract Manager by the Design Consultant and a detailed breakdown of cost and time extension requested will be returned to the Consultant and the County Manager from the Construction Contractor for evaluation.
▪ The Consultant will make recommendations to the County prior to execution of change orders. Only the County Manager or the Board of Commissioner's Chairman has the authority to execute change orders.
▪ All requests for and County-executed change orders will be tracked in the Construction Contractor's COP log, which will be the basis for the Change Order report to DC.

2.1.15 NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS. The Consultant will negotiate change order costs and time extensions on behalf of the County when appropriate. The Consultant will advise he County of acceptability of price and time extension prior to the execution of any change order.

2.1.16 FORCE ACCOUNT RECORDS. In instances when the change order work is to be done on a time and material basis, and when approved by the County, the Consultant will review the daily force account records provided by the Construction Contractor or the County to determine the actual worth and time required for the work.

2.1.18 EQUIPMENT INSTRUCTION MANUALS. The County will be the recipients of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.

2.1.19 AS-BUILT DOCUMENTS. The Consultant will perform coordination and expediting functions in connection with the Construction Manager's obligation to provide "as-built" documents.

2.1.20 TRAINING SESSIONS. The Consultant will coordinate with the Construction Contractor to schedule training sessions for the County's maintenance and operational personnel and will ensure that the Construction Contractor's obligation in providing this training is fulfilled.

2.1.21 SUBSTANTIAL COMPLETION. The Consultant will decide on the remaining work necessary for Substantial Completion and notify the County and the Construction Contractor of any observed deficiencies. When incomplete work or defective work has been remedied, the Consultant will advise the County of acceptability of Project completeness and request the Construction Contractor to issue a Certificate of Substantial Completion. In the event of remaining incomplete items, the Consultant will, upon the County's concurrence, request the Design Consultant issue Certificate of Substantial Completion with exceptions noted.

2.1.22 FINAL COMPLETION. The Consultant will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, make a report to the County which will indicate whether the Consultant will find the work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the Construction Contractor. Retainage shall be held in accordance to the County's processes and procedures.

2.2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:

2.2.1 CERTIFICATE OF OCCUPANCY. The Consultant will coordinate with the Construction Contractor and the County in obtaining the certificate of occupancy. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in Special Inspections testing and other necessary and reasonable activities.

-End of Exhibit "A"-

EXHIBIT "B"

CONTRACT PRICE

TASK 1 - PRE-CONSTRUCTION PHASE ACTIVITIES / SERVICES- FOUR MONTHS

- 8 MHs per Month x 4 months = 32 MHs x $135 MH) = $ 1,080.00

TASK 2 – CONSTRUCTION SERVICES – TWELVE MONTHS

– 40 MHs per Month x 12 months = 480 MHs x $135 MH) = $ 64,800.00

TOTAL COMPENSATION FOR THE WORK AS DETAILED WITHIN THIS CONTRACT SHALL BE $65,880.00

REIMBURSABLE COSTS (Budget): Reimbursable costs, or expenses incurred in direct relationship to this project, and are included as part of the Cost Not to Exceed Fees. They include such items as trips to the project site. They exclude long distance telephone and transmittals, printing, postage, and courier services.

Communication for this project shall be limited to use of cell phone and email. As stated in 14.21.2. Notices, within this Contract, any documents relating to it may be executed and transmitted to the parties listed below by electronic mail, which electronic mail shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document when both parties have executed their part in blue ink

ALL COSTS TO THE COUNTY IS LISTED ABOVE FOR THE TOTAL SCOPE OF WORK HEREIN AS LISTED ON EXHIBIT "A" WITHIN THIS CONTRACT.

ANY WORK OUTSIDE THE CONTRACT PRICE AS LISTED ABOVE SHALL BE APPROVED THROUGH A CHANGE ORDER, TO BE APPROVED BY THE BOARD OF COMMISSIONERS CHAIRMAN OR COUNTY MANAGER, WHICHEVER MAY BE APPROPRIATE PRIOR TO ANY WORK BEGINNING BY THE CONSULTANT. THE BELOW RATES SHALL APPLY TO THE CHANGE ORDER WORK FOR THE DURATION OF THE CONTRACT.

Sr. Project Manager $ 135
Project Manager $ 130
Project Controls - Estimator $ 145

Scheduler $ 145

-End of Exhibit "B"

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____this _____day of _____,

20_____appeared before me _____, a Notary Public, in and for _____, and being by me first duly sworn states that all sub-consultants and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the contract between:

Dawson County Board of Commissioners and _____(Consultant), last signed _____, 20___ for the Professional Services Contract Personal Property Assessments, Appeals and Miscellaneous Services.

BY:_____

TITLE:_____

DATE:

_____

Subscribed and sworn to before the _____ day of _____, ___

My commission expires on the _____day of _____, ____

_____

NOTARY PUBLIC
(Notary Seal)

Billy Thurmond
Chairman

Sharon Fausett
Commissioner
District One

Chris Gaines
Commissioner
District Two

Tim Satterfield
Commissioner
District Three

Emory Dooley
Commissioner
District Four

David Headley
County Manager

Kristen Cloud
County Clerk

Dawson County
Government Center
25 Justice Way
Suite 2213
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-344-3889

DAWSON COUNTY
BOARD OF COMMISSIONERS

APPROVAL FORM

PUBLIC HEARING OF LAND USE CHANGE REQUEST
MEETING HELD February 18, 2021

We, the Dawson County Board of Commissioners, do hereby **APPROVE** the following Land Use Change Request:

REQUEST:	**ZA 20-27**
Applicant's Name:	Dawson County obo D53, LLC.
Applicant's Address	25 Justice Way Suite 2322 Dawsonville, GA 30534
Location:	Corner of Lumpkin Campground Rd. N & Hwy 53 E
TMP:	113-011 & 113-092
Purpose:	Rezone from C-HB to C-HB & RMF
Property Usage:	For the purpose of developing 120-unit townhome community with commercial component

Stipulations:
1. The Development shall be constructed substantially in compliance with the Site Plan attached as "Exhibit A".
2. Owner shall construct a left-turn lane from the end of the existing turn lane at SR 53 along the property frontage to the northernmost property line of this development prior to the issuance of the first Certificate of Occupancy for the Residential Development.
3. The road connecting Lumpkin Campground Rd. to Prestige Lane shall be constructed, completed, and open for passage prior to the issuance of the first Certificate of Occupancy for the Residential Development, and shall be built to County Standards. This road shall be dedicated to Dawson County no sooner than at the completion of the "vertical" construction of the Commercial Development.
4. Development as a "Pad Ready" Site of the 5.36 +/- acre Commercial Development (the "Commercial Development") shown on the Site Plan shall be commenced and proceed simultaneously and continuously with the commencement of the development of the 20 +/- acre Residential Development (the "Residential Development") shown on the Site Plan and must be completed as a Pad Ready Site at or before the issuance of 60 Certificates of Occupancy for the Residential Development. For purposes of this Stipulation, "Pad Ready" shall mean completion of grading to flat and immediate availability of water and sewer connections.
5. Upon the issuance of 60 Certificates of Occupancy for the Residential Development, actual "vertical" construction must commence on the Commercial Development before any additional Certificates of Occupancy will be issued for Residential Development.
6. Owner shall dedicate an additional 20' of right-of-way along the entire frontage of Lumpkin Campground Rd. and SR 53 prior to the issuance of the first Certificate of Occupancy.

Billy Thurmond
Chairman

Sharon Fausett
Commissioner
District One

Chris Gaines
Commissioner
District Two

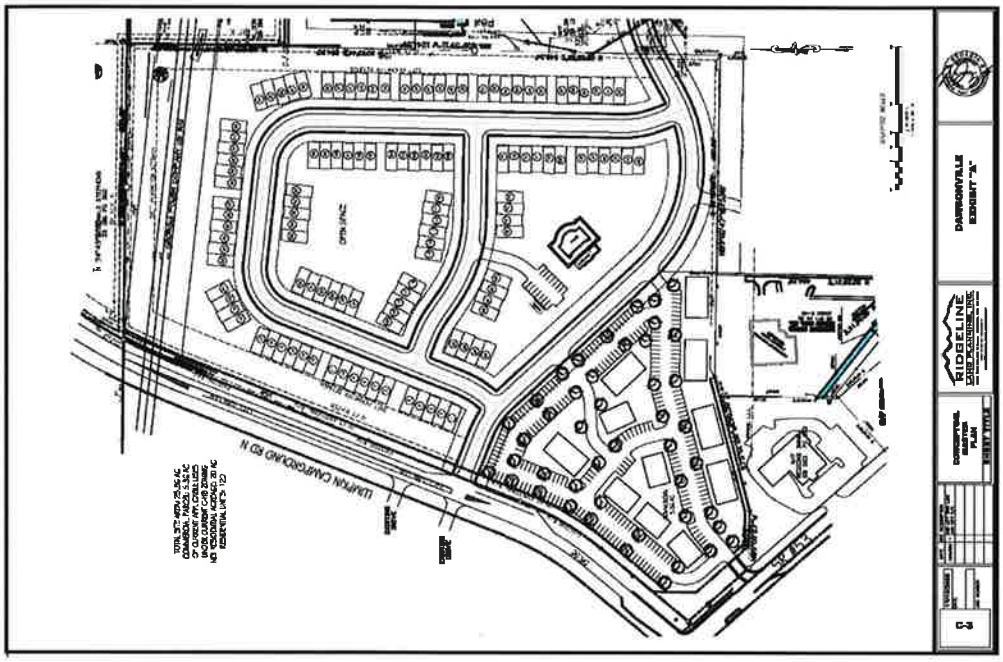
Tim Satterfield
Commissioner
District Three

Emory Dooley
Commissioner
District Four

David Headley
County Manager

Kristen Cloud
County Clerk

Exhibit A:



The request will not:

A. Affect the property values of surrounding property.
B. Affect the health, safety or general welfare of the public.
C. Impose special hardships on the surrounding property owners.

The subject property is suited for the proposed land use.

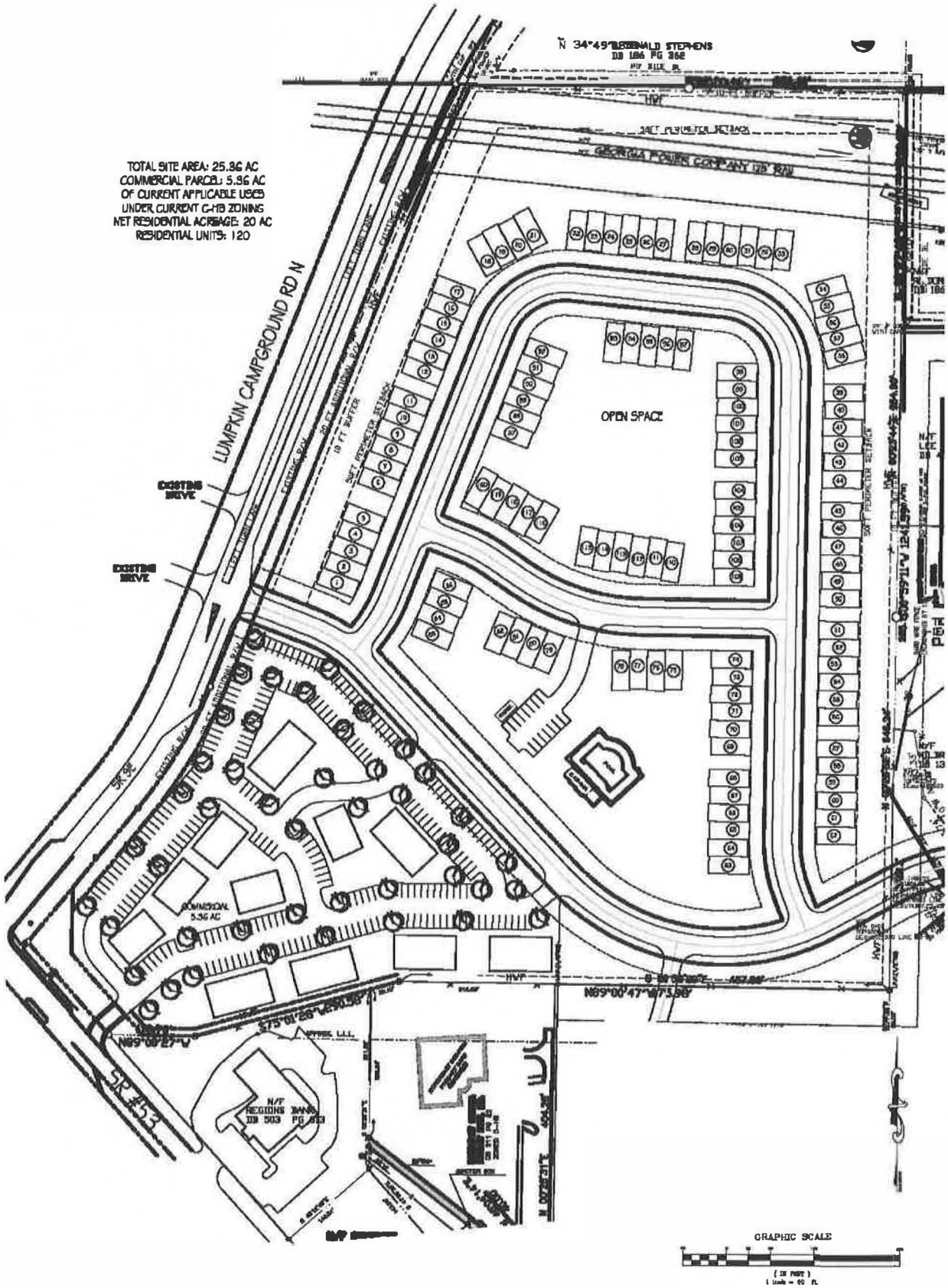
Billy Thurmond, Chairman

02-18-2021
Date

cc: Jarrard & Davis, LLP., County Attorney
Harmony Gee, Zoning Administrator
Angie Chester, Tax Assessor's Office

Dawson County
Government Center
25 Justice Way
Suite 2213
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-344-3889

EXHIBIT A



3	4/16/2020 DATE	DATE / NO / DESCRIPTION	CONCEPTUAL MASTER PLAN	RIDGELINE LAND DEVELOPMENTS, INC.	DAWSONVILLE EXHIBIT "A"
	JOB NUMBER		SHEET TITLE		

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is effective as of _____, 2024, by and between **DAWSON COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Dawson County Board of Commissioners (the "**County**"), and **CENTURY COMMUNITIES OF GEORGIA, LLC**, a Colorado limited liability company ("**Century**").

WITNESSETH:

WHEREAS, on February 18, 2021, pursuant to Zoning Amendment ZA 20-17, the County's Board of Commissioners rezoned approximately 25.36 acres located at Lumpkin Campground Road North and State Highway 53 East (the "**Rezoned Parcel**") from C-HB to C-HB and RMF for the purpose of developing a 120-unit townhome community with a commercial component as described on the site plan attached hereto as **Exhibit "A"** and incorporated herein (the "**Overall Site Plan**"); and

WHEREAS, the County placed certain stipulations and conditions on the rezoning and on the development of the Rezoned Parcel as set forth in the County's zoning decision attached hereto as **Exhibit "B"** and incorporated herein (the "**Stipulations**"); and

WHEREAS, following the County's rezoning, Century acquired, and currently owns, a portion of the Rezoned Parcel containing approximately 20 acres (the "**Residential Parcel**") on which Century is developing a 120-unit townhome community with amenities known as Crosby Square (as depicted on the Crosby Square subdivision plat recorded in Plat Book 88, beginning on Page 130 in the Office of the Clerk of the Superior Court of Dawson County, Georgia, and attached hereto as **Exhibit "C"** and incorporated herein, the "**Residential Development**"); and

WHEREAS, the owner of the remaining portion of the Rezoned Parcel containing approximately 5.36 acres and designated as the commercial parcel on the Overall Site Plan (the "**Commercial Parcel**") is D53, LLC, a Georgia limited liability company and, at the time of the rezoning, the owner of the entire Rezoned Parcel; and

WHEREAS, Century is progressing with the Residential Development but does not control the Commercial Parcel and has not been able to fully comply with certain Stipulations related to the Commercial Development; and

WHEREAS, Century's inability to comply with the Stipulations is preventing completion of the Residential Development; therefore, Century desires that the County consider modifying those Stipulations that involve the portions of the Rezoned Parcel which Century does not own or control; and

WHEREAS, the intersection adjacent to the Rezoned Parcel at Lumpkin Campground Road North and State Highway 53 East needs improvement and the County has identified an

intersection and turn lane improvement project for such intersection (the "**Transportation Project**") and included it on the County's list of projects for inclusion in a transportation special purpose local option sales and use tax ("**TSPLOST**") referendum to be held on May 21, 2024; and

WHEREAS, completion of the Transportation Project would benefit the Residential Development and its residents, the Rezoned Parcel, and all residents, tenants, patrons, and citizens located on or traveling to and from the other real property near the intersection of Lumpkin Campground Road North and State Highway 53 East; and

WHEREAS, because of the benefit of the Transportation Project to the Residential Development, Century is willing to contribute funding toward the County's costs associated with the Transportation Project; and

WHEREAS, in consideration of Century's willingness to assist in funding the Transportation Project, County is willing to hold a public hearing for the County's governing body to consider modification of the Stipulations; and

WHEREAS, the parties desire to specify the terms and conditions of the County's agreement to hold a public hearing regarding the Stipulations and Century's financial contributions to the Transportation Project; and

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, including the recitals which are relied upon by the parties and are a part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Public Hearing**. The County agrees to hold a public hearing for the purpose of considering modifications to the Stipulations set forth in the County's zoning decision attached hereto as Exhibit "B". At such public hearing, the County agrees to initiate a request that the Stipulations be modified as follows:

(a) Modify Stipulation No. 1 to require that the Residential Development be constructed substantially in compliance with the Crosby Square subdivision plat attached hereto as Exhibit "C".

(b) Modify Stipulation No. 3 by revising the last sentence of such Stipulation to read as follows: "This road shall be dedicated to Dawson County in accordance with the County's Code of Ordinances and applicable State law."

(c) Remove Stipulation No. 4 in its entirety.

(d) Remove Stipulation No. 5 in its entirety.

(e) Modify Stipulation No. 6 to require that the owners of each of the Residential Parcel and the Commercial Parcel dedicate an additional 20 feet of right-of-way along the respective parcel's frontage of Lumpkin Campground Road and State Highway 53.

2. **Century's Funding Contribution for Transportation Project**. If the County's Board of Commissioners approves the modification of the Stipulations as described in Section 1 of this Agreement, Century shall pay County the amount of $400,000 to be applied toward the costs of funding the Transportation Project. Such payment by Century shall be paid to County in two equal installments of $200,000 as follows:

(a) The first installment of $200,000 shall be paid to County within ten (10) days of the County Board of Commissioners' approval of the modification of the Stipulations; and

(b) The second installment of $200,000 shall be paid to County by not later than twelve (12) months after payment of the first installment or May 1, 2025, whichever comes first.

3. **Dedication of Contributed Funds**. Funds paid by Century to County under this Agreement shall be segregated and dedicated by the County for use in funding the Transportation Project. If any funds paid by Century hereunder remain unused after completion of the Transportation Project, Century hereby agrees that County in its discretion may use such funds to address or provide other public impacts or improvements that may serve the area of the Transportation Project.

4. **Agreement Independent of TSPLOST Referendum**. This Agreement is not dependent or conditioned upon the outcome of the TSPLOST referendum described in the recitals herein or any other potential funding source. If the County's Board of Commissioners approves the modifications to the Stipulations described in Section 1 of this Agreement, Century's obligation to make the funding contribution payments as set forth in Section 2 hereof is unconditional.

5. **Notices**. Any notices to be given by either party to the other under this Agreement shall be given in writing and shall be deemed received, and shall be effective when: i) personally delivered, or ii) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or iii) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To the County:

Joey S. Leverette
County Manager
Dawson County
25 Justice Way, Suite 2207
Dawsonville, Georgia 30534

With a copy to:

Jarrard & Davis, LLP
Attention: Angela E. Davis, Esq.
222 Webb Street
Cumming, Georgia 30040

To Century:

Century Communities
_____
_____
3091 Governors Lake Drive, Suite 200
Norcross, Georgia 30071

With a copy to:

Century Communities
Attention: Angie Yeremian, Esq.
Regional Counsel, Georgia
3091 Governors Lake Drive, Suite 200
Norcross, Georgia 30071

6. **Authority**. The individuals executing this Agreement on behalf of each party covenant and declare that they have obtained all required approvals of the board of directors, stockholders, board of commissioners, general partners, limited partners, members, or similar authorities, as appropriate, to simultaneously execute and bind the party to the terms of this Agreement.

7. **Successors and Assigns**. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties, provided that no party may assign this Agreement without the prior written approval of the other party.

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

9. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Dawson County, Georgia, and Century submits to the jurisdiction and venue of such court.

10. **Entire Agreement**. This Agreement contains the entire agreement of the parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Agreement. This Agreement may be modified or amended only in a writing properly executed by both parties.

11. **Severability**. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, void, or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **No Third-Party Rights.** 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.

13. **Captions**. The caption or heading on articles or sections of this Agreement are intended for convenience and 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be executed, sealed, and delivered, all as of the day and year first written above.

COUNTY:

DAWSON COUNTY, GEORGIA

By: _____
Billy Thurmond, Chairman
Board of Commissioners

Attest: _____
Kristen Cloud, County Clerk

[COUNTY SEAL]

CENTURY:

CENTURY COMMUNITIES OF GEORGIA, LLC

By: _____
Name: _____
Title: _____

[SEAL]

EXHIBIT "A"

[OVERALL SITE PLAN]

EXHIBIT "B"

[ZONING DECISION – STIPULATIONS]

EXHIBIT "C"

[RESIDENTIAL DEVELOPMENT PLAT]

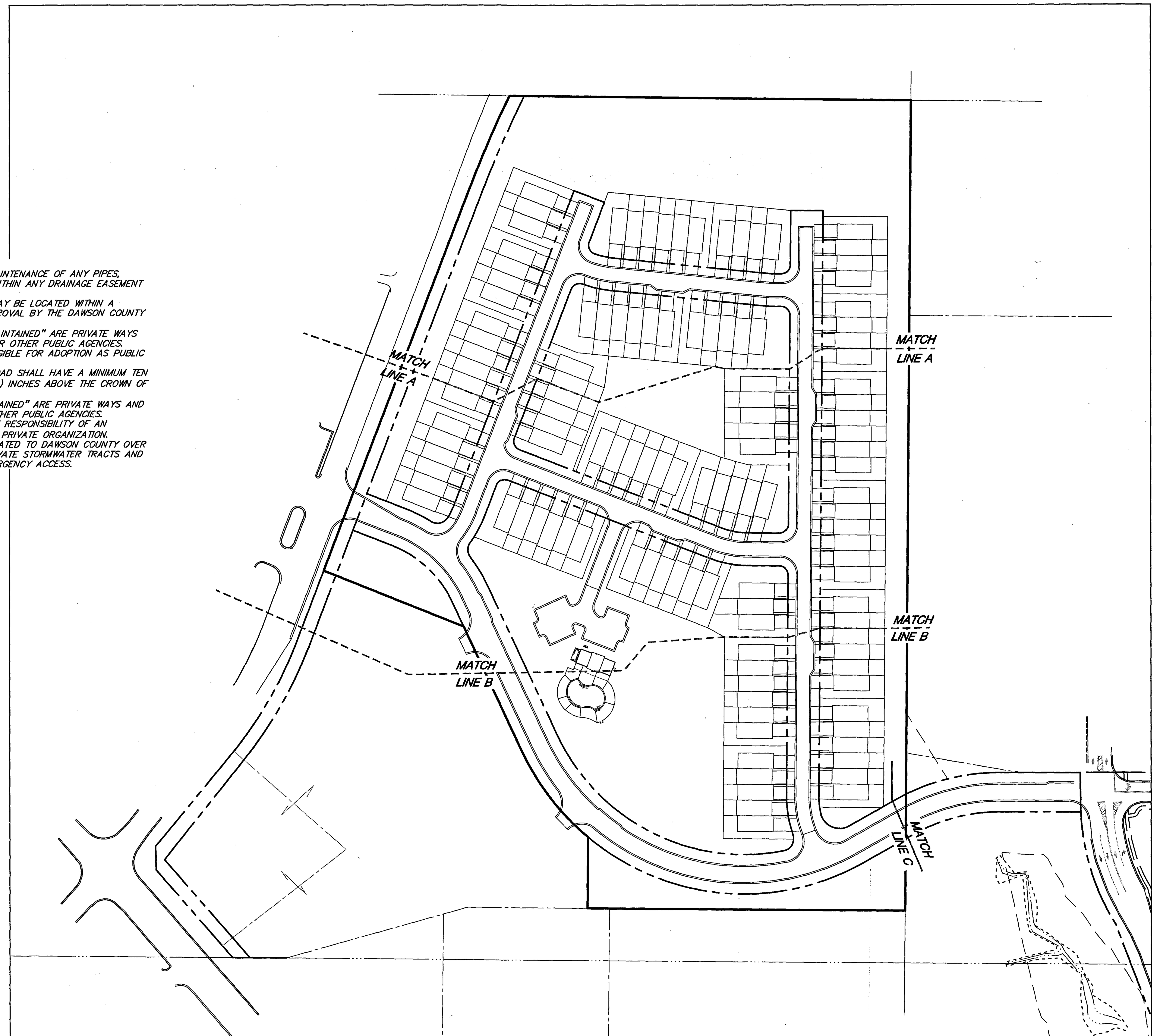
Filed 01/17/2023 03:46PM
Bk 00088 Pg 0130-0136
Plat Doc: PLAT

Penalty: $0.00 Interest: $0.00
Participants: 9822841399
JUSTIN POWER, Clerk of Superior Court
DAWSON County, Georgia

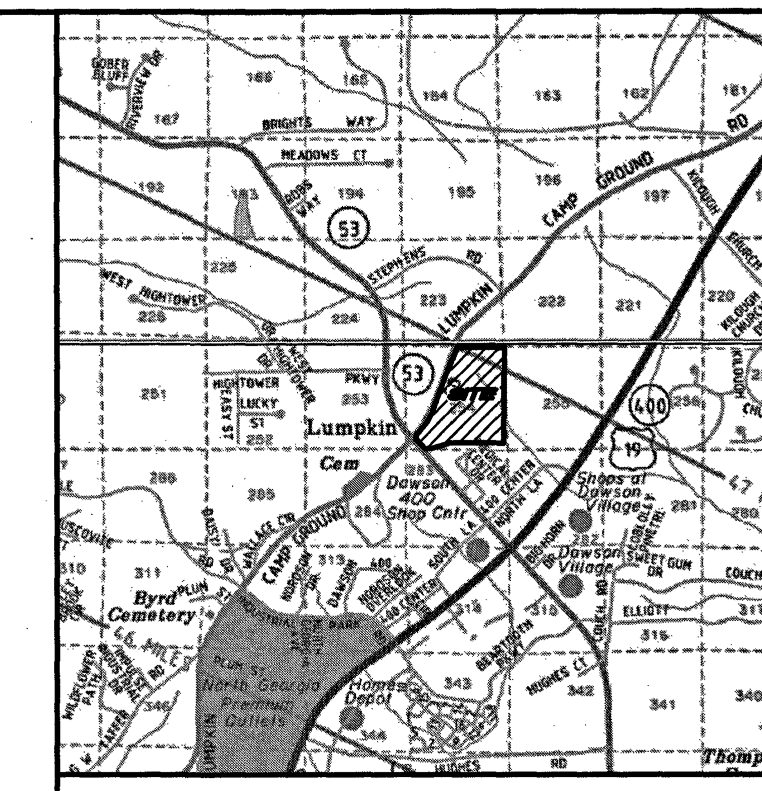
CLERK OF THE SUPERIOR COURT RECORDING INFORMATION

DAWSON COUNTY NOTES:

1. DAWSON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY PIPES, DITCHES, DETENTION PONDS OR OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE COUNTY RIGHT-OF-WAY.
2. NO STRUCTURES, FENCES OR OTHER OBSTRUCTIONS MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE DAWSON COUNTY DEPARTMENT OF ENGINEERING.
3. THE COMMON DRIVEWAYS IDENTIFIED AS "PRIVATELY MAINTAINED" ARE PRIVATE WAYS AND ARE NOT MAINTAINED BY STATE, COUNTY, CITY OR OTHER PUBLIC AGENCIES.
4. PRIVATELY MAINTAINED COMMON DRIVEWAYS ARE INELIGIBLE FOR ADOPTION AS PUBLIC ROADS OR STREETS.
5. ALL DRIVEWAYS ENTERING ANY COUNTY STREET OR ROAD SHALL HAVE A MINIMUM TEN (10) FOOT BREAKING AREA NO GREATER THAN FIVE (5) INCHES ABOVE THE CROWN OF THE STREET OR ROAD.
6. THE ROADS, STREETS IDENTIFIED AS "PRIVATELY MAINTAINED" ARE PRIVATE WAYS AND ARE NOT MAINTAINED BY STATE, COUNTY, CITY, OR OTHER PUBLIC AGENCIES. MAINTENANCE OF THESE PRIVATE WAYS SHALL BE THE RESPONSIBILITY OF AN ESTABLISHED HOMEOWNER'S ASSOCIATION OR RELATED PRIVATE ORGANIZATION.
7. AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO DAWSON COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORMWATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT AND EMERGENCY ACCESS.



KEY MAP


LOCATION MAP 1" = 2000'

OWNER'S DEDICATION CERTIFICATE:
ETOWAH WATER AND SEWER AUTHORITY
DAWSON COUNTY, GEORGIA

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATE TO THE ETOWAH WATER AND SEWER AUTHORITY FOREVER, ALL WATER MAINS, SANITARY SEWERS, EASEMENTS AND ASSOCIATED APPURTENANCES THEREON SHOWN.

OWNER [signature] DATE 11/2/2022

OWNER'S CERTIFICATE:

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES BY THIS DECLARATION TO THE USE OF THE PUBLIC FOREVER ALL STREETS, STREET RIGHTS-OF-WAY, SANITARY SEWERS AND APPURTENANCES, SANITARY SEWER EASEMENTS, POTABLE WATER MAINS AND APPURTENANCES, POTABLE WATER EASEMENTS, STORM DRAINS AND APPURTENANCES WITHIN STREETS RIGHTS-OF-WAY, AND OTHER PUBLIC FACILITIES AND APPURTENANCES THEREON SHOWN FOR THE PURPOSES THEREIN EXPRESSED.

PUBLICS STREETS ______ ACRES
PUBLIC DRAINAGE EASEMENTS ______ ACRES
PUBLIC PARKS/OPEN SPACE ______ ACRES

OWNER [signature] DATE 11/2/2022

SIGNED, SEALED AND DELIVERED IN THE PRESCENCE OF:

WITNESS [signature] DATE 11/2/22
NOTARY PUBLIC [signature] DATE 11/2/22

JACKSON STEPHENS NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST

APPROVAL STATEMENT:

PURSUANT TO THE SUBDIVISION REGULATIONS OF DAWSON COUNTY, GEORGIA, ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN APPROVAL BY THE COUNTY DIRECTOR OF PLANNING AND DEVELOPMENT, PUBLIC WORKS DIRECTOR AND CHAIRMAN OF THE DAWSON COUNTY BOARD OF COMMISSIONS ON

______________, 2022.

[signature] DATE 1.17.23
DIRECTOR OF PLANNING AND DEVELOPMENT
DAWSON COUNTY

[signature] DATE 1.17.23
DIRECTOR OF PUBLIC WORKS
DAWSON COUNTY

______________ DATE
CHAIRMAN OF THE DAWSON COUNTY
BOARD OF COMMISSIONERS

PREPARED IN THE OFFICE OF:
GASKINS + LECRAW
© 2022 GASKINS + LECRAW, INC.
1266 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
FAX - 770.424.7593
www.gaskinslecraw.com
LSF001371

REVISIONS:

REV. #		DATE	DRAWN BY:	CHECKED BY:
-	-	-	-	-

CLIENT
CENTURY COMMUNITIES
3091 GOVERNORS LAKE DRIVE, NORCROSS, GA. 30071

PROJECT
CROSBY SQUARE FKA DAWSON TOWNS
LAND LOT 254, 13TH DISTRICT, SOUTH HALF 1ST SECTION
DAWSON COUNTY, GEORGIA

GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83.
VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION OF THE STARTING POINTS FOR THIS SURVEY WERE OBTAINED UTILIZING A TRIMBLE 5800 GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM THE EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.

LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT VISIBLE OR RECORDED, THUS DEEMING THEM UNDETERMINED AND NOT SHOWN. THIS PLAT IS INTENDED FOR THE PARTIES STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X ; ACCORDING TO F.E.M.A. (F.I.A.) COMMUNITY NUMBER # 130304 , MAP NUMBER # 13085C0225C DATED APRIL 4, 2018 .

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF TRAVERSE : 1/ 36,190 ; ANGULAR ERROR: 02" PER POINT. THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/1,111,644 . MATTERS OF TITLE ARE EXCEPTED.

NOTE:
THE PROPERTY SHOWN AND PLATTED HEREON IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROSBY SQUARE, RECORDED IN OFFICIAL RECORD VOLUME 1608, PAGE 170 IN THE DAWSON COUNTY, GEORGIA AS MAY BE AMENDED OR SUPPLEMENTED.

GENERAL NOTES:

1. BUILDER ON EACH LOT SHALL PROVIDE EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT SEDIMENT FROM ENTERING ANY ADJACENT LOT OR PUBLIC ROADWAY.
2. ALL LOTS ARE TO HAVE A RESERVE STRIP FOR DRAINAGE CONTROL, 5' EITHER SIDE OF SIDE PROPERTY LINES, 10' EITHER SIDE OF REAR PROPERTY LINES, AND 20' ALONG EXTERIOR (REAR) PROPERTY LINES.
3. STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING, OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT OF WAY. THE SOLE RESPONSIBILITY FOR REPAIRING OF ANY DAMAGE OF ANY SUCH IMPROVEMENT SHALL BE THE PROPERTY OWNERS.
4. THE OPEN CHANNEL DRAINAGE EASEMENTS (D.E.) SHOWN ARE NOT TO BE CONSTRUED AS EXACTING IN LOCATION. THESE EASEMENTS ARE INTENDED TO PROVIDE AN AREA FOR THE FREE CONVEYANCE OF STORMWATER RUNOFF BETWEEN DRAINAGE STRUCTURES ON THE PROPERTY OR BETWEEN DRAINAGE STRUCTURES AND THE EXTERIOR PROPERTY LINE. THE LOCATIONS SHOWN ARE INTENDED LOCATIONS BUT ARE CONTINGENT UPON FINAL GRADING AND LANDSCAPING OF THE INDIVIDUAL LOTS.
5. NO. 4 REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
6. NO CULTURAL FEATURES, INCLUDING CEMETERIES AND HISTORIC FEATURES, ARE EVIDENT ON THIS PROPERTY.
7. DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES.
8. HORIZONTAL DATUM IS NAD 83. VERTICAL DATUM IS NAVD 88.
9. IF NO MINUTES OR SECONDS ARE SHOWN, IT IS TO BE UNDERSTOOD THAT THERE ARE 00 MINUTES AND 00 SECONDS.

HOMEOWNER'S ASSOCIATION NOTES:

A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE INCORPORATED WHICH PROVIDES FOR MAINTENANCE AND REPAIR OF ALL COMMON AREAS, INSURANCE AND WORKING CAPITAL. SAID ASSOCIATION MUST ALSO INCLUDE DECLARATIONS AND BYLAWS INCLUDING RULES AND REGULATIONS WHICH SHALL AT MINIMUM REGULATE AND CONTROL THE FOLLOWING:

1. ALL DETENTION FACILITIES, LAKE(S), DRAINAGE SWALES, ASSOCIATED DRAINAGE EASEMENTS, AND ACCESS EASEMENTS TO BE DEEDED TO AND MAINTAINED BY MANDATORY HOA.
2. ALL SEWER, WATER AND FORCE MAIN EASEMENTS TO BE DEDICATED TO AND MAINTAINED BY ETOWAH WATER AND SEWER AUTHORITY.
3. ALL PUBLIC ROAD RIGHTS-OF-WAY TO BE DEEDED TO AND MAINTAINED BY DAWSON COUNTY.
4. RESTRICTIVE COVENANTS MUST BE RECORDED AT DAWSON COUNTY PRIOR TO OR CONCURRENT WITH FINAL PLAT.
5. VEHICLE PARKING IS PROHIBITED ON STREETS PER DAWSON COUNTY EMERGENCY SERVICES. VEHICLES WILL BE TOWED AT OWNER'S EXPENSE.
6. NO PARKING/FIRE LINE SIGNAGE ON BOTH SIDES OF THE STREETS THROUGHOUT THE SUBDIVISION IN COMPLIANCE WITH IFC APPENDIX D. SEE DETAIL ON PAGE.

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENTS(S) ATTACHED HERETO WHICH HEREBY BECOME A PART OF THIS PLAT, AND WHICH WERE RECORDED 11-8-22 IN DEED BOOK 01608, PAGES 0001-0043.

ENGINEER:
ENSITE CIVIL CONSULTING, LLC
131 PROMINENCE COURT, SUITE 230
DAWSONVILLE, GA 30534
CONTACT: COREY GUTHREY
770-597-8813

*THIS DOCUMENT WAS PRODUCED ON A 24" X 36" SHEET UTILIZING ELECTRONIC MEDIA AND DIGITALLY SIGNED BY THE SURVEYOR UTILIZING NITRO PRO PDF EDITOR AT THE TIME AND DATE SHOWN AND A COPY OF THE ORIGINAL DOCUMENT IS KEPT IN THE OFFICE OF THE SURVEYOR. ANY MODIFICATIONS MADE THEREAFTER ARE INVALID. ANY DIGITAL COPY OF THIS DOCUMENT THAT DOES NOT CONTAIN A SIGNATURE VALIDATION AT THE SAME TIME AND DATE OR CONTAINS PDF EDITS HAS BEEN MODIFIED. ANY DIGITAL OR PAPER COPIES CAN BE AUTHENTICATED USING THE ORIGINAL SURVEYOR'S DOCUMENT.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.G.C.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED LAND SURVEYOR 3215 JASON A. HOPKINS

[signature]
JASON A. HOPKINS DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 3215

AS SURVEYOR FOR GASKINS + LECRAW, INC.

CALL BEFORE YOU DIG
811
Know what's below. Call before you dig.

SCALE & NORTH ARROW:
N
NORTH ARROW
0' 15' 30' 30'
SCALE: 1" = 30'

SURVEY INFO:

DRAWN BY:	SJJ
REVIEWED BY:	JAH
FIELD DATE:	8/29/22
OFFICE DATE:	9/07/22
JOB #:	2108040

FINAL PLAT
1 OF 7

Drawing name: P:\Century Communities\Crosby Square\Surveying\Final\crosby sq-fnl.dwg 01 fnl Dec 20, 2022 1:07pm by: Sally Jordan

Filed 01/17/2023 03:46PM
Bk 00088 Pg 0130-0136
Plat Doc: PLAT

Penalty: $0.00 Interest: $0.00
Participants: 9822841399
JUSTIN POWER, Clerk of Superior Court
DAWSON County, Georgia

CLERK OF THE SUPERIOR COURT RECORDING INFORMATION

ABBREVIATIONS LEGEND

ABBR.	DEFINITION
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
A.E.	ACCESS EASEMENT
W.L.E.	WATER LINE EASEMENT
F.M.E.	FORCE MAIN EASEMENT

STRUCTURES LEGEND

	HEADWALL
	FLARED END SECTION (D.O.T.)
	SINGLE-WING CATCH BASIN
	DOUBLE-WING CATCH BASIN
	WEIR INLET
	JUNCTION BOX
	GRATE INLET
	FIRE HYDRANT
	WATER VALVE
W/M	W.M.– WATER METER
---W---	WATER LINE
	SANITARY SEWER MANHOLE
---SS---	WATER LINE
∘ C.O.	SEWER CLEAN OUT

NOTE: ALL STORM DRAINS ARE BITUMINUS COATED OR TYPE II ALUMINIZED CORRUGATED METAL PIPE (CMP) UNLESS OTHERWISE NOTED.

PROPERTY CORNER LEGEND

	RBS– REINFORCING BAR SET
	RBF– REINFORCING BAR FOUND
	CTF– CRIMP TOP PIPE FOUND
	OTF– OPEN TOP PIPE FOUND
	RWM– RIGHT-OF-WAY MONUMENT

NOTE:
#4 REBAR SET ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

LOT AREA TABLE

LOT	SQFT	ACRE
1	3631	0.08
2	2400	0.06
3	2400	0.06
4	2400	0.06
5	2400	0.06
6	3525	0.08
7	3525	0.08
8	2400	0.06
9	2400	0.06
10	2400	0.06
11	2400	0.06
12	3525	0.08
13	3525	0.08
14	2400	0.06
15	2400	0.06
16	3525	0.08
17	3525	0.08
18	2400	0.06
19	3810	0.09
20	4547	0.10

LOT AREA TABLE

LOT	SQFT	ACRE
21	2400	0.06
22	2400	0.06
23	2400	0.06
24	2400	0.06
25	3525	0.08
26	3525	0.08
27	2400	0.06
28	2400	0.06
29	3944	0.09
30	3550	0.08
31	2400	0.06
32	2400	0.06
33	3550	0.08
34	3550	0.08
35	2400	0.06
36	2400	0.06
37	3550	0.08
38	3550	0.08
39	2400	0.06
40	2400	0.06

LOT AREA TABLE

LOT	SQFT	ACRE
41	2400	0.06
42	2400	0.06
43	3550	0.08
44	3550	0.08
45	2400	0.06
46	2400	0.06
47	2400	0.06
48	2400	0.06
49	3550	0.08
50	3550	0.08
51	2400	0.06
52	2400	0.06
53	2400	0.06
54	2400	0.06
55	3550	0.08
56	3550	0.08
57	2400	0.06
58	2400	0.06
59	2400	0.06
60	2400	0.06

LOT AREA TABLE

LOT	SQFT	ACRE
61	3541	0.08
62	3685	0.08
63	2368	0.05
64	2340	0.05
65	2340	0.05
66	3437	0.08
67	3437	0.08
68	2340	0.05
69	2340	0.05
70	2340	0.05
71	2340	0.05
72	3437	0.08
73	4091	0.09
74	2669	0.06
75	4885	0.11
76	3579	0.08
77	2400	0.06
78	2400	0.06
79	2400	0.06
80	2400	0.06

LOT AREA TABLE

LOT	SQFT	ACRE
81	3667	0.08
82	3575	0.08
83	2400	0.06
84	2400	0.06
85	2400	0.06
86	2400	0.06
87	4323	0.10
88	4038	0.09
89	2448	0.06
90	2448	0.06
91	2448	0.06
92	2448	0.06
93	3781	0.09
94	5420	0.12
95	2406	0.06
96	2400	0.06
97	2400	0.06
98	2400	0.06
99	3550	0.08
100	3550	0.08

LOT AREA TABLE

LOT	SQFT	ACRE
101	2400	0.06
102	2424	0.06
103	2392	0.05
104	5935	0.14
105	3550	0.08
106	2400	0.06
107	2400	0.06
108	2400	0.06
109	3834	0.09
110	4897	0.11
111	2566	0.06
112	2501	0.06
113	2454	0.06
114	3828	0.09
115	3554	0.08
116	2400	0.06
117	2400	0.06
118	2400	0.06
119	2400	0.06
120	3691	0.08

CURVE TABLE

CURVE #	BEARING	DISTANCE	RADIUS	ARC
C2	N63°37'01"W	43.00	230.00	43.06
C3	N76°41'07"E	26.90	19.00	29.89
C4	N26°19'17"E	23.10	125.00	23.13
C5	S24°35'35"E	20.01	14.00	22.29
C6	S77°14'25"E	30.62	125.00	30.70
C7	S86°54'18"E	7.80	85.00	7.80
C8	N45°27'55"E	19.80	14.00	21.99
C9	S3°24'54"E	16.92	125.00	16.93
C10	S9°13'43"E	8.43	125.00	8.44
C11	S65°06'39"E	48.51	30.00	56.50
C12	S62°37'39"W	19.43	330.00	19.44
C13	N40°54'48"E	23.50	19.00	25.34
C14	S14°26'03"E	29.09	175.00	29.12
C15	S5°42'42"E	24.14	175.00	24.16
C16	S0°38'45"E	6.79	175.00	6.79
C17	N44°32'05"W	19.80	14.00	21.99
C18	S85°18'21"E	25.81	175.00	25.83
C19	S75°15'41"E	35.46	175.00	35.52
C20	S69°12'48"E	1.42	175.00	1.42
C21	S86°01'10"W	19.80	14.00	21.99

CURVE TABLE

CURVE #	BEARING	DISTANCE	RADIUS	ARC
C22	N27°02'18"E	36.70	175.00	36.77
C23	N34°42'31"E	10.09	175.00	10.09
C24	S0°40'32"E	22.89	19.00	24.56
C25	N31°23'27"W	50.64	230.00	50.75
C26	S82°58'36"E	393.20	320.00	423.42
C27	S84°45'07"E	428.36	380.00	455.08
C28	S37°45'26"E	166.92	380.00	168.29
C29	N47°01'31"W	127.12	170.00	130.28
C30	S65°39'35"W	19.67	14.00	21.82
C31	S74°01'21"E	26.38	175.00	26.41
C32	S81°18'36"E	18.10	175.00	18.11
C33	S86°54'18"E	12.39	135.00	12.39
C34	N44°32'05"W	19.80	14.00	21.99
C35	N45°27'55"E	19.80	14.00	21.99
C36	S89°30'02"E	0.15	125.00	0.15
C37	S83°52'56"E	24.33	125.00	24.36
C38	S73°38'22"E	20.31	125.00	20.33
C39	S23°58'50"E	19.80	14.00	21.99
C40	S08°14'45"E	7.22'	19.00	7.27'

LINE TABLE

LINE #	BEARING	DISTANCE
L2	N21°01'10"E	1.74'
L3	S84°16'31"E	14.55'
L4	S84°16'31"E	10.07'
L5	S89°32'05"E	12.90'
L6	S0°27'55"W	18.62'
L7	S25°04'12"E	40.96'
L8	S84°16'31"E	5.92'
L9	S89°32'05"E	12.90'
L10	N68°58'50"W	3.71'

C/L CURVE DATA

NO.	DATA
1	Δ = 93°59'23" R = 350.00' L = 574.15' T = 375.26'
2	Δ = 43°54'38" R = 200.00' L = 153.28' T = 80.62'
2	Δ = 21°20'22" R = 150.00' L = 55.87' T = 28.26'
2	Δ = 15°17'40" R = 150.00' L = 40.04' T = 20.14'
2	Δ = 05°15'35" R = 110.00' L = 10.10' T = 5.05'
2	Δ = 20°33'15" R = 150.00' L = 53.81' T = 27.20'

ZONING

TOTAL AREA = 20.00 ACRES
TOTAL NO. OF LOTS = 120
DENSITY / YIELD = 6 LOTS PER ACRE
PRESENT ZONING – RMF
OPEN SPACE = 7.24 ACRES – 36.2% (25% REQUIRED)
FRONT SETBACKS = 20'
SIDE SETBACKS = 10' (MIN. 20' BETWEEN HOUSES)
REAR SETBACKS = 20'

TABLE OF PRIVATE R/W DEDICATION

STREET NAME	LENGTH IN L.F.
FOUNDERS DRIVE	975.2'
GREENSBORO COURT	180.5'
LUMPKIN LANE	377.8'
TOTER TRACE	511.3'
TUMBLER WATERS TRAIL	583.7'

TABLE OF PUBLIC R/W DEDICATION

STREET NAME	LENGTH IN L.F.
PRESTIGE PLACE	1154.8'

D103.6 Signs.

Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

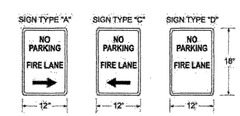


FIGURE D103.6 FIRE LANE SIGNS

D103.6.1 Roads 20 to 26 feet in width.

Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).

D103.6.2 Roads more than 26 feet in width.

Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

ADDRESS CHART

LOT NO.	ADDRESS	STREET NAME	LOT NO.	ADDRESS	STREET NAME	LOT NO.	ADDRESS	STREET NAME	LOT NO.	ADDRESS	STREET NAME
1	9	TUMBLING WATERS TRAIL	31	186	FOUNDERS DRIVE	61	20	FOUNDERS DRIVE	91	52	TUMBLING WATERS TRAIL
2	13	TUMBLING WATERS TRAIL	32	182	FOUNDERS DRIVE	62	13	FOUNDERS DRIVE	92	56	TUMBLING WATERS TRAIL
3	19	TUMBLING WATERS TRAIL	33	176	FOUNDERS DRIVE	63	17	FOUNDERS DRIVE	93	62	TUMBLING WATERS TRAIL
4	23	TUMBLING WATERS TRAIL	34	166	FOUNDERS DRIVE	64	21	FOUNDERS DRIVE	94	8	LUMPKIN LANE
5	27	TUMBLING WATERS TRAIL	35	160	FOUNDERS DRIVE	65	25	FOUNDERS DRIVE	95	14	LUMPKIN LANE
6	33	TUMBLING WATERS TRAIL	36	156	FOUNDERS DRIVE	66	29	FOUNDERS DRIVE	96	18	LUMPKIN LANE
7	43	TUMBLING WATERS TRAIL	37	150	FOUNDERS DRIVE	67	37	FOUNDERS DRIVE	97	24	LUMPKIN LANE
8	47	TUMBLING WATERS TRAIL	38	142	FOUNDERS DRIVE	68	41	FOUNDERS DRIVE	98	30	LUMPKIN LANE
9	51	TUMBLING WATERS TRAIL	39	138	FOUNDERS DRIVE	69	47	FOUNDERS DRIVE	99	34	LUMPKIN LANE
10	55	TUMBLING WATERS TRAIL	40	132	FOUNDERS DRIVE	70	51	FOUNDERS DRIVE	100	40	LUMPKIN LANE
11	61	TUMBLING WATERS TRAIL	41	128	FOUNDERS DRIVE	71	55	FOUNDERS DRIVE	101	44	LUMPKIN LANE
12	63	TUMBLING WATERS TRAIL	42	122	FOUNDERS DRIVE	72	59	FOUNDERS DRIVE	102	50	LUMPKIN LANE
13	71	TUMBLING WATERS TRAIL	43	118	FOUNDERS DRIVE	73	71	FOUNDERS DRIVE	103	54	LUMPKIN LANE
14	75	TUMBLING WATERS TRAIL	44	108	FOUNDERS DRIVE	74	73	FOUNDERS DRIVE	104	58	LUMPKIN LANE
15	79	TUMBLING WATERS TRAIL	45	104	FOUNDERS DRIVE	75	77	FOUNDERS DRIVE	105	143	FOUNDERS DRIVE
16	85	TUMBLING WATERS TRAIL	46	100	FOUNDERS DRIVE	76	104	TOTER TRACE	106	139	FOUNDERS DRIVE
17	97	TUMBLING WATERS TRAIL	47	94	FOUNDERS DRIVE	77	98	TOTER TRACE	107	133	FOUNDERS DRIVE
18	101	TUMBLING WATERS TRAIL	48	88	FOUNDERS DRIVE	78	94	TOTER TRACE	108	129	FOUNDERS DRIVE
19	109	TUMBLING WATERS TRAIL	49	84	FOUNDERS DRIVE	79	90	TOTER TRACE	109	121	FOUNDERS DRIVE
20	13	LUMPKIN LANE	50	74	FOUNDERS DRIVE	80	86	TOTER TRACE	110	117	TOTER TRACE
21	19	LUMPKIN LANE	51	70	FOUNDERS DRIVE	81	80	TOTER TRACE	111	111	TOTER TRACE
22	23	LUMPKIN LANE	52	62	FOUNDERS DRIVE	82	58	TOTER TRACE	112	103	TOTER TRACE
23	29	LUMPKIN LANE	53	58	FOUNDERS DRIVE	83	50	TOTER TRACE	113	95	TOTER TRACE
24	33	LUMPKIN LANE	54	54	FOUNDERS DRIVE	84	38	TOTER TRACE	114	91	TOTER TRACE
25	37	LUMPKIN LANE	55	50	FOUNDERS DRIVE	85	32	TOTER TRACE	115	83	TOTER TRACE
26	45	LUMPKIN LANE	56	40	FOUNDERS DRIVE	86	28	TOTER TRACE	116	79	TOTER TRACE
27	49	LUMPKIN LANE	57	36	FOUNDERS DRIVE	87	18	TOTER TRACE	117	73	TOTER TRACE
28	55	LUMPKIN LANE	58	32	FOUNDERS DRIVE	88	40	TUMBLING WATERS TRAIL	118	65	TOTER TRACE
29	59	LUMPKIN LANE	59	28	FOUNDERS DRIVE	89	44	TUMBLING WATERS TRAIL	119	57	TOTER TRACE
30	190	FOUNDERS DRIVE	60	24	FOUNDERS DRIVE	90	48	TUMBLING WATERS TRAIL	120	49	TOTER TRACE
CLUBHOUSE	29	GREENSBORO COURT	ENTRY MONUMENT SIGN 1	102	LUMPKIN CAMPGROUND ROAD NORTH	ENTRY MONUMENT SIGN 2	211	PRESTIGE PLACE			

ENGINEER:
ENSITE CIVIL CONSULTING, LLC
131 PROMINENCE COURT, SUITE 230
DAWSONVILLE, GA 30534
CONTACT: COREY GUTHREY
770-597-8813

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SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.G.C.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JASON A. HOPKINS DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 3215

GEORGIA REGISTERED 3215 LAND SURVEYOR JASON A. HOPKINS

AS SURVEYOR FOR
GASKINS + LECRAW, INC.

PREPARED IN THE OFFICE OF:
GASKINS + LECRAW
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www.gaskinslecraw.com
LSF001371

REVISIONS:

REV. #	DATE	DRAWN BY	CHECKED BY	DESC.
–	–	–	–	–

CLIENT
CENTURY COMMUNITIES
3091 GOVERNORS LAKE DRIVE, NORCROSS, GA. 30071

PROJECT
CROSBY SQUARE FKA DAWSON TOWNS
LAND LOT 254, 13TH DISTRICT, SOUTH HALF 1ST SECTION
DAWSON COUNTY, GEORGIA

CALL BEFORE YOU DIG
811 Know what's below. Call before you dig.

SCALE & NORTH ARROW:
NORTH ARROW
0' 15' 30' 30'
SCALE: 1" = 30'

SURVEY INFO:

DRAWN BY:	SJJ
REVIEWED BY:	JAH
FIELD DATE:	8/29/22
OFFICE DATE:	9/07/22
JOB #:	2108040

FINAL PLAT

2 OF 7

Drawing name: P:\Century Communities\Crosby Square\Surveying\Final\crosby sq-fnl.dwg 02.fnl Dec 20, 2022 12:55pm by: Sally Jordan

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Filed 01/17/2023 03:46PM
Bk 00088 Pg 0130-0136
Plat Doc: PLAT

Penalty: $0.00 Interest: $0.00
Participants: 9822841399
JUSTIN POWER, Clerk of Superior Court
DAWSON County, Georgia

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

DAWSON COUNTY
BOARD OF COMMISSIONERS
Planning and Development

Planning
Zoning
Code Enforcement
GIS
Building Permits and Inspections
Business Licenses
Alcohol Licenses
Soil Erosion

Dawson County Government Center
25 Justice Way
Suite 2322
Dawsonville, GA 30534
Phone 706-344-3604
Fax 706-531-2725

May 7, 2021

Aaron Frampton
Land Planning & Entitlement Manager
3091 Governors Lake Dr. Suite 200
Norcross, GA 30071

Sent Via Email: aaron.frampton@centurycommunities.com

Dear Mr. Frampton:

In connection with the Property, I hereby certify and represent the following statements are true as of the date of this letter:

TAX MAP & PARCEL: 113-011 & 113-092

LOCATION: Lumpkin Campground Rd. N. & Hwy 53

ZONING: RMF (Residential Multi-Family) & C-HB

The said Property is within the Dawson County zoning district and is compliant with all zoning codes, rules and regulations. No aspect of the Property represents a legal non-conforming use and may be rebuilt to its current state in the event of any damage or destruction.

The following has been cut and pasted from the Dawson County Land Use Resolution:

308. RMF Residential Multi-Family Residential Multi-Family Districts are intended to provide suitable land for a variety of dwelling types at medium to high densities (up to six units per acre) in areas served by public water and public sewer facilities. Mobile Home Parks are not included in this district.

A. Permitted Uses.

1. Principal uses that are allowed by right or by special use approval are listed on Table 3.1 at the end of this Article.

2. Restrictions that apply to particular uses allowed by right or special use approval are referenced on Table 3.1 and are contained in Section 317 of this Article.

3. Allowed accessory uses include mailbox banks, private laundry facilities, waste receptacle loading areas, and home occupations if requirements in Article VI, Section 611 are met.

a. Accessory uses must be located within the proposed development.

b. The use of an accessory building for a home occupation is prohibited.

B. Prohibited Uses.

1. Any principal use not shown on Table 3.1 as allowed in a zoning district, whether by right or with approval as a special use, is specifically prohibited.

2. In addition, animals, which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects are prohibited. Dogs and cats are allowed when their number in relation to area does not create a nuisance to neighbors. Horses are prohibited.
C. Development Regulations.
All apartment, duplex, triplex, quadplex, semi-detached residences and townhouse developments shall conform to the following regulations:

1. Site Plan Approval Required. All multi-family developments including apartments, duplexes, triplex, quadplex, semi-detached residences and townhouses require site plan approval by the Planning Commission in accordance with all procedures and requirements established by the County.

2. All site plans required by this section shall, at a minimum, contain the following information:

a. Title of the proposed development and the name, address and telephone number of the property owner.

b. The name, address and telephone number of the architect, engineer or other designer of the proposed development.

c. Scale, date, north arrow, and general location map showing relationship of the site to streets or natural landmarks.

d. Boundaries of the subject property, all existing and proposed, streets, including right-of-way and street pavement widths; buildings; water courses; parking and loading areas; flood plain; storm water detention; recreation areas; and other physical characteristics of the property and proposed development.

e. Building setbacks, buffers, landscape strips, and common areas as well as topographic contours at two (2) feet intervals.

f. All accessory structures and locations shown.

3. No multi-family development shall take place in whole or part without being served by both public water and public sewer facilities.

4. Regulations - All condominium developments shall meet all applicable state laws, including the Georgia Condominium Act.

5. By-laws - Proposed condominium bylaws shall be submitted with the application for site approval. Format and content of the by-laws and declarations are subject to approval of the County Attorney and Planning Commission.

6. Driveways and Interior Roads.

a. An interior road(s) serving any multi-family development shall be paved and have a minimum width of 24 feet, including curb and gutter. Parking on interior roads is to be regulated by Section 607. Off-Street Parking and Loading Spaces Required.

b. Access from a street to an individual townhouse or residential unit shall be restricted to a single driveway of no more than 10 feet in width. Two such units may combine and share their driveways along a common property line if the width of the common drive does not exceed 10 feet for each unit. Side-by-side parking spaces between a street and a townhouse, duplex, triplex, quadplex or semidetached residence is not allowed.

c. All interior roads shall have sidewalks installed on both sides of the street.

d. Sidewalks and pedestrian ways shall connect to public streets and adjoining developments as applicable.

7. Fire Protection.

a. All multi-family developments shall provide adequate fire protection in the form of placement of water lines, fire hydrants, sprinkler systems, and fire walls as required by local and state fire codes required for these types of structures.

b. If a residential structure is located less than 15' from any property line, then local fire codes impose certain requirements.

8. Buffer, Landscaping, and Open Space Requirements.

a. All multi-family developments shall conform to the following regulations. The following regulations are designed to promote the health, safety, order, aesthetics and general welfare by protecting against incompatible uses of land, controlling problems of flooding, soil erosion and air pollution, providing for a more attractive environment, assuring adequate open space, and reducing noise, night lighting, glare, odor, objectionable view, loss of privacy and other adverse impacts and nuisances through the use of buffers, landscaping and open space.

b. Each development shall have a minimum of 25 percent of the development's total land area as landscaped open space. A buffer of at least 10 feet in width shall be provided and maintained around the entire exterior perimeter of all apartment, condominium, duplex and townhouse developments. Utilization of existing trees and vegetation is appropriate for inclusion within the buffer, or when not found appropriate, shall be supplemented with approved additional landscaping and plantings.

9. Service Buildings. Subordinate accessory structures are permitted for maintenance, storage and other incidental uses supportive to the primary use of the property. Community service facilities and accessory structures are subject to site plan approval, for the convenience of the residents of the property. Such structures may include, but are not limited to, the following uses: facility management offices, community laundry facilities, and indoor community recreation areas.

D. Townhouse Development Regulations.

1. Lots - Each townhouse shall be located on its own lot of record.
2. Minimum Lot Size - A minimum lot size for a total townhouse development is three (3) acres.
3. Frontage - The minimum frontage of the site for each townhouse development project on a public street shall be at least 60 feet.

4. Setbacks - Townhouse lots shall conform to setbacks of a minimum of 20 feet from the front and shall have front setbacks and rooflines varied/staggered by a minimum of two feet. Between buildings, there shall be a side yard of not less than 20 feet. A minimum of 50 feet from any adjoining parcel boundary is required. The rear setbacks shall be a minimum of 20 feet except where a rear entry garage, carport, or other parking area accessible from an alley is provided; then the setback shall be twenty (20) feet measured from the alley pavement.

5. Building Height - No townhouse building or structure shall exceed the height of 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.
6. Maximum Units per Building - No more than six (6) townhouses shall be permitted to form any one single building.

7. Minimum Heated Floor Area - All units shall have a minimum heated floor area of 800 square feet.

8. Maximum Density - Townhouse developments shall not exceed a density of six (6) units per acre. This maximum is to be density neutral and construction on site may be creatively arranged such that the total average gross density is no more than 6 units per acre.

E. Residential Duplex, Triplex, and Quadplex Development Regulations.
1. Minimum Lot Size - Each development shall have a minimum lot size of ten (10) acres.
2. Frontage - The minimum lot frontage on a public street for each duplex, triplex or quadplex development project shall be at least 60 feet.
3. Setbacks - All developments shall have side setbacks minimum of 20 feet and a minimum rear setback of 50 feet.
4. Building Height - No duplex, triplex and quadplex building or structure shall exceed the height of 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.
5. Maximum Units per Building - No more than four (4) units shall be permitted to form any one single building.
6. Minimum Heated Floor Area - All units shall have a minimum heated floor area of 800 square feet.
7. Maximum Units per Building - All developments shall not exceed a density of six (6) units per acre. This maximum is to be density neutral, and construction on site may be creatively arranged such that the total average gross density is no more than 6 units per acre.
F. Apartment Regulations.
1. Minimum Lot Size - Each lot for apartment development shall have a minimum lot area of ten (10) acres.
2. Width and Frontage - The minimum frontage for each development on a public street shall be at least 60 feet.
3. Structure Separation - Apartment buildings shall be constructed with a separation of at least 20 feet.
4. Setbacks - All apartment developments shall have side setbacks minimum of 20 feet and a minimum rear setback of 50 feet.
5. Building Height - No apartment building or structure shall exceed the height of 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.
6. Minimum Heated Floor Area - All units shall have minimum heated floor area of 800 square feet.
7. Maximum Units per Building - No more than twelve (12) units shall be permitted to form any one single building.
8. Maximum Density - All apartment developments shall not exceed a density of six (6) units per acres. This maximum is to be density neutral and construction on site may be creatively arranged such that the total average gross density is no more than 6 units per acre.

G. Semi-Detached Residential Development Regulations.
1. Minimum Lot Size - Each development shall have a minimum lot size of ten (10) acres.

2. Frontage- The minimum lot frontage on a public street for each semi-detached residential development project shall be at least 60 feet.

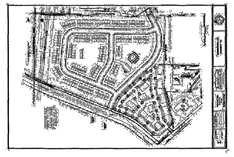
3. Setbacks - All developments shall have side setbacks minimum of 20 feet and a minimum rear setback of 50 feet.

4. Building Height - No semi-detached residential building or structure shall exceed the height of 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed.
5. Maximum Units per Building - No more than four (4) units shall be permitted to form any one total building.
6. Minimum Heated Floor Area - All units shall have a minimum heated floor area of eight hundred (800) square feet.
7. Maximum Density - All developments shall not exceed a density of six (6) units per acre. This maximum is to be density neutral, and construction on site may be creatively arranged such that the total average gross density is no more than 6 units per acre.

Section 403. C-HB Highway Business Commercial District.
A. Highway Business Commercial Districts are areas along major thoroughfares or major arterial
roadways that provide services to transient customers, or serve a wide area, or depend upon the highway to transport materials or customers.
B. Permitted Principal Uses: The following uses are allowed within this district.
1. Principal uses that are allowed by right or by special use approval are listed on Table 3.3 in this Article.
2. Restrictions that apply to particular uses allowed by right or special use approval are referenced on Table 3.3 and are contained in Section 409 of this Article.
C. Prohibited Uses: Uses not listed as permitted uses on Table 3.3 are prohibited in this district. In
addition, the following uses are specifically not allowed within this district:
1. Those uses and activities generating sound, odor, or visual effects, which are objectionable and noticeable beyond property boundaries.
D. Building Requirements
The minimum area, yard, setback, and building requirements in the C-HB District are as follows:
1. Minimum lot size: 43,560 square feet (one acre) except that where contiguous to a commercial district the minimum lot size will be that necessary to meet health department requirements concerning water supply and sewage disposal if required.
2. Minimum setbacks: See Section 400 – A, Side yard - 25 feet; Rear yard - 25 feet,
a) Exceptions: No side or rear setback may be required when the adjacent property is commercial and there is no fire hazard created by lack of setback. Rear setback when abutting a residential district is 50 feet. Where the commercial district abuts a residential district, an additional 10 feet setback may be required in order to provide a 10-foot wide screen or buffer at the discretion of the Planning Commission or Board of Commissioners to reduce or eliminate noise factors, visual effects or the possibility of noxious odors that may negatively impact the adjacent residential area.
3. Maximum Building Height. Buildings designed for human occupancy shall not be higher than 35 feet unless adequate fireproofing construction materials are used, an adequate sprinkler system is provided, and a fire escape system approved by the County Fire Marshall is installed. Non-occupied buildings, and water towers, smokestacks, radio antennas, etc. may be permitted if no hazard or other adverse effect is created for adjacent properties as determined by the Planning Commission after public notice and hearing.
4. Screens or Buffers - Where noise, visual effects, or distracting activity is determined by the Planning Commission or Board of Commissioners to affect adjacent property or roadway, a vegetative screen, cement or masonry wall, or earth berm may be required by the Planning Commission or Board of Commissioners to reduce the undesirable effects.
E. Full Disclosure.
Commercial or industrial uses shall, as part of application, provide full disclosure of all hazardous or dangerous products used in their commercial or industrial processes together with an explanation of safety measures, disposal measures and emergency medical and evacuation procedures. Changes in processing or manufacturing after initial approval relative to this requirement must be reported to the Planning Director within fifteen (15) days. Information provided herein shall be provided to the Emergency Medical Service, the Fire Department and the Sheriff's Department.

ZA 20-07 Zoning Approval and Stipulations:
With the following stipulations:
1. The Development shall be constructed substantially in compliance with the Site Plan attached as "Exhibit A".
2. Owner shall construct a left-turn lane from the end of the existing turn lane at SR 53 along the property frontage to the northernmost property line of this development prior to the issuance of the first Certificate of Occupancy for the Residential Development.
3. The road connecting Lumpkin Campground Rd. to Prestige Lane shall be constructed, completed, and open for passage prior to the issuance of the first Certificate of Occupancy for the Residential Development, and shall be built to County Standards. This road shall be dedicated to Dawson County no sooner than at the completion of the "vertical" construction of the Commercial Development.
4. Development as a "Pad Ready" Site of the 5.36 +/- acre Commercial Development (the "Commercial Development") shown on the Site Plan shall be commenced and proceed simultaneously and continuously with the commencement of the development of the 20 +/- acre Residential Development (the "Residential Development") shown on the Site Plan and must be completed as a Pad Ready Site at or before the issuance of 60 Certificates of Occupancy for the Residential Development. For purposes of this Stipulation, "Pad Ready" shall mean completion of grading to flat and immediate availability of water and sewer connections.
5. Upon the issuance of 60 Certificates of Occupancy for the Residential Development, actual "vertical" construction must commence on the Commercial Development before any additional Certificates of Occupancy will be issued for Residential Development.
6. Owner shall dedicate an additional 20' of right-of-way along the entire frontage of Lumpkin Campground Rd. and SR 53 prior to the issuance of the first Certificate of Occupancy.

Exhibit A:



The request will not:

A. Affect the property values of surrounding property.
B. Affect the health, safety or general welfare of the public.
C. Impose special hardships on the surrounding property owners.

THE INDIVIDUAL EXECUTING THIS LETTER IS AUTHORIZED AND EMPOWERED TO DO SO ON BEHALF OF DAWSON COUNTY.

Harmony Gee

Harmony Gee
Zoning Administrator
Dawson County Planning & Development

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3091 GOVERNORS LAKE DRIVE, NORCROSS, GA. 30071

PROJECT
CROSBY SQUARE FKA DAWSON TOWNS
LAND LOT 254, 13TH DISTRICT, SOUTH HALF 1ST SECTION
DAWSON COUNTY, GEORGIA

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131 PROMINENCE COURT, SUITE 230
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CONTACT: COREY GUTHREY
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GEORGIA REGISTERED 3215 LAND SURVEYOR JASON A. HOPKINS

JASON A. HOPKINS DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 3215

AS SURVEYOR FOR
GASKINS + LECRAW, INC.

SURVEY INFO:

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REVIEWED BY:	JAH
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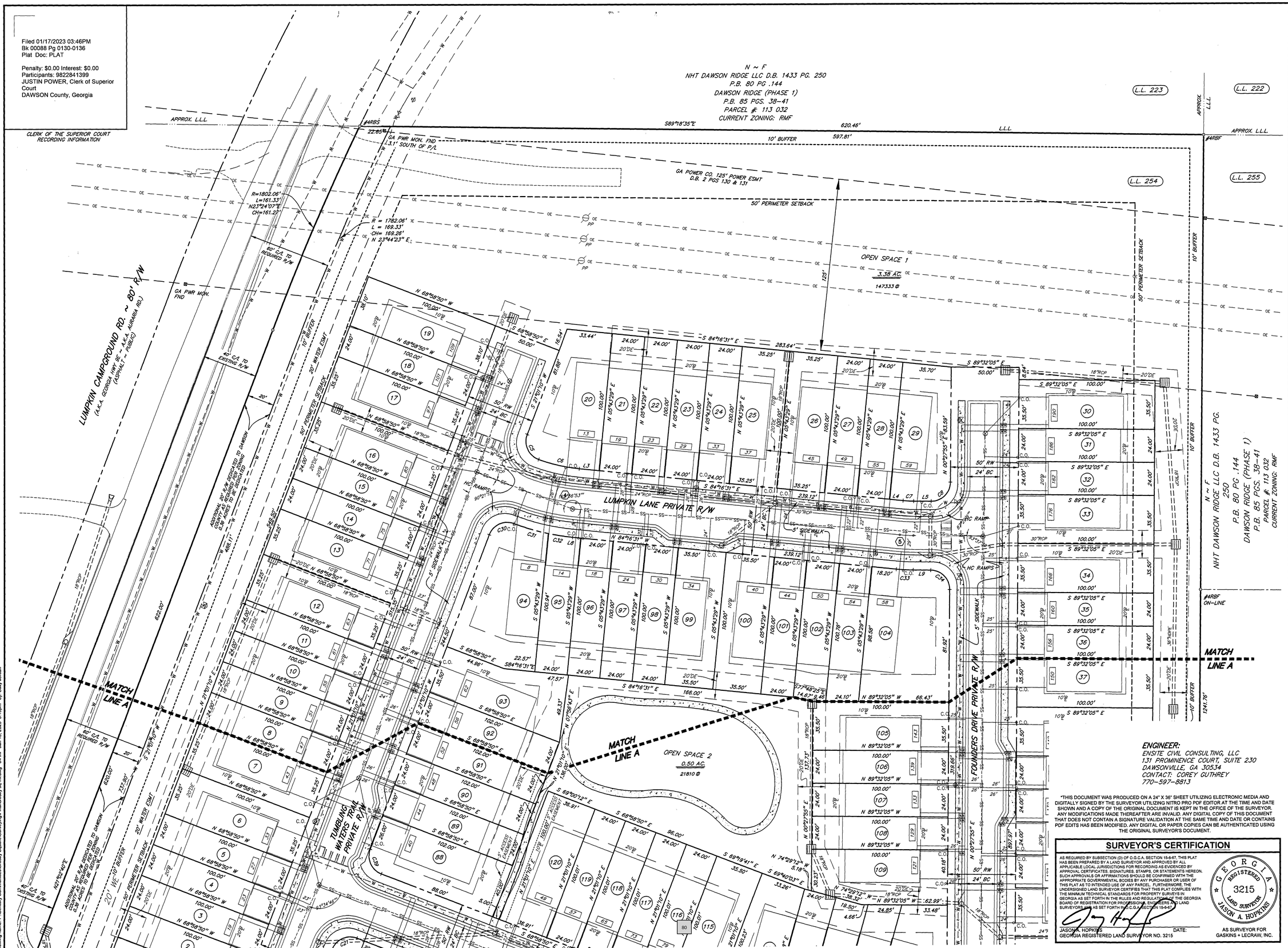

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JASON A. HOPKINS
GEORGIA REGISTERED LAND SURVEYOR NO. 3215

DATE:

GEORGIA REGISTERED 3215 LAND SURVEYOR JASON A. HOPKINS

AS SURVEYOR FOR
GASKINS + LECRAW, INC.

PREPARED IN THE OFFICE OF:

GASKINS +LECRAW

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CLIENT
CENTURY COMMUNITIES
3091 GOVERNORS LAKE DRIVE, NORCROSS, GA. 30071

PROJECT
CROSBY SQUARE FKA DAWSON TOWNS
LAND LOT 254, 13TH DISTRICT, SOUTH HALF 1ST SECTION
DAWSON COUNTY, GEORGIA

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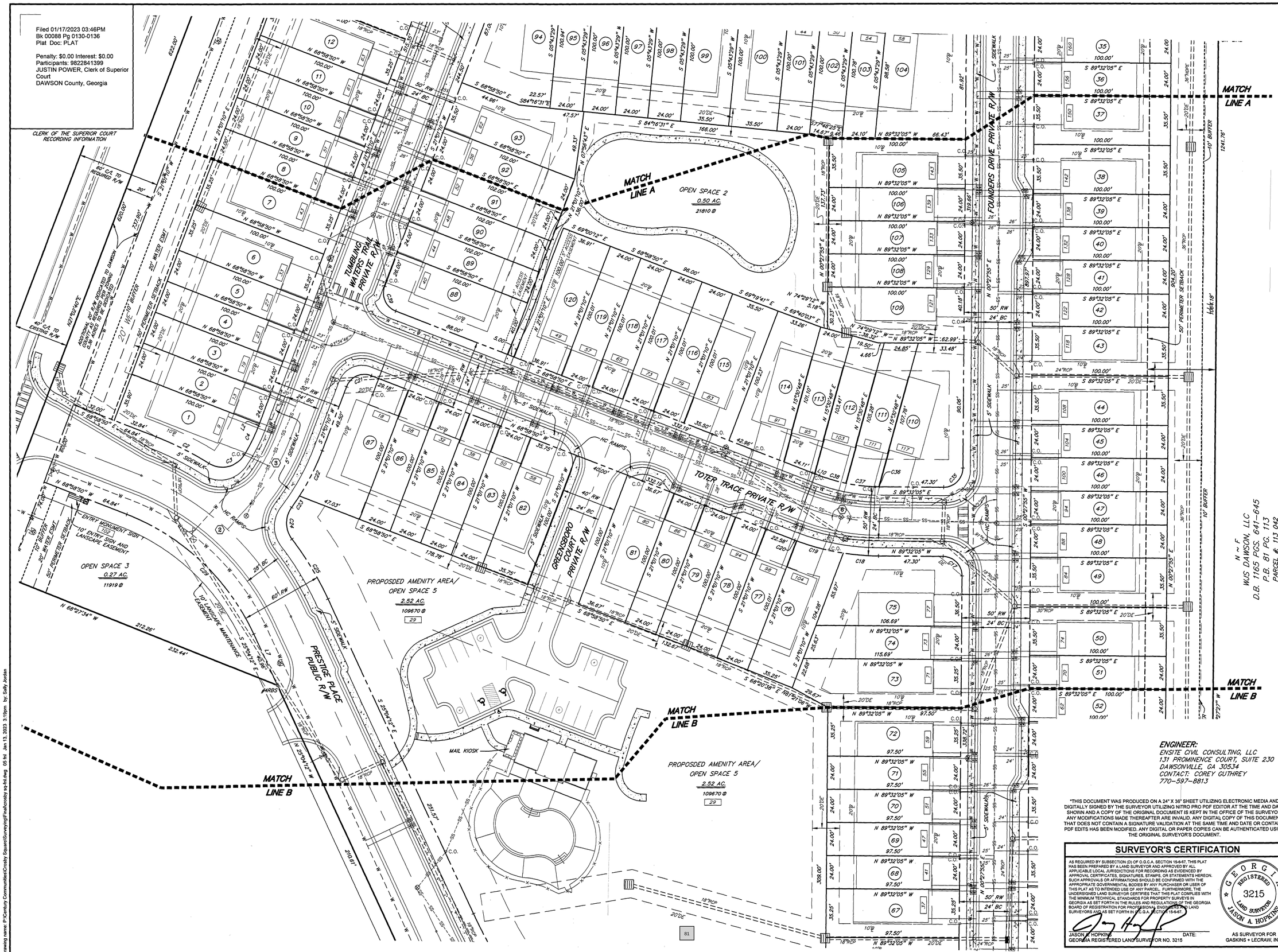

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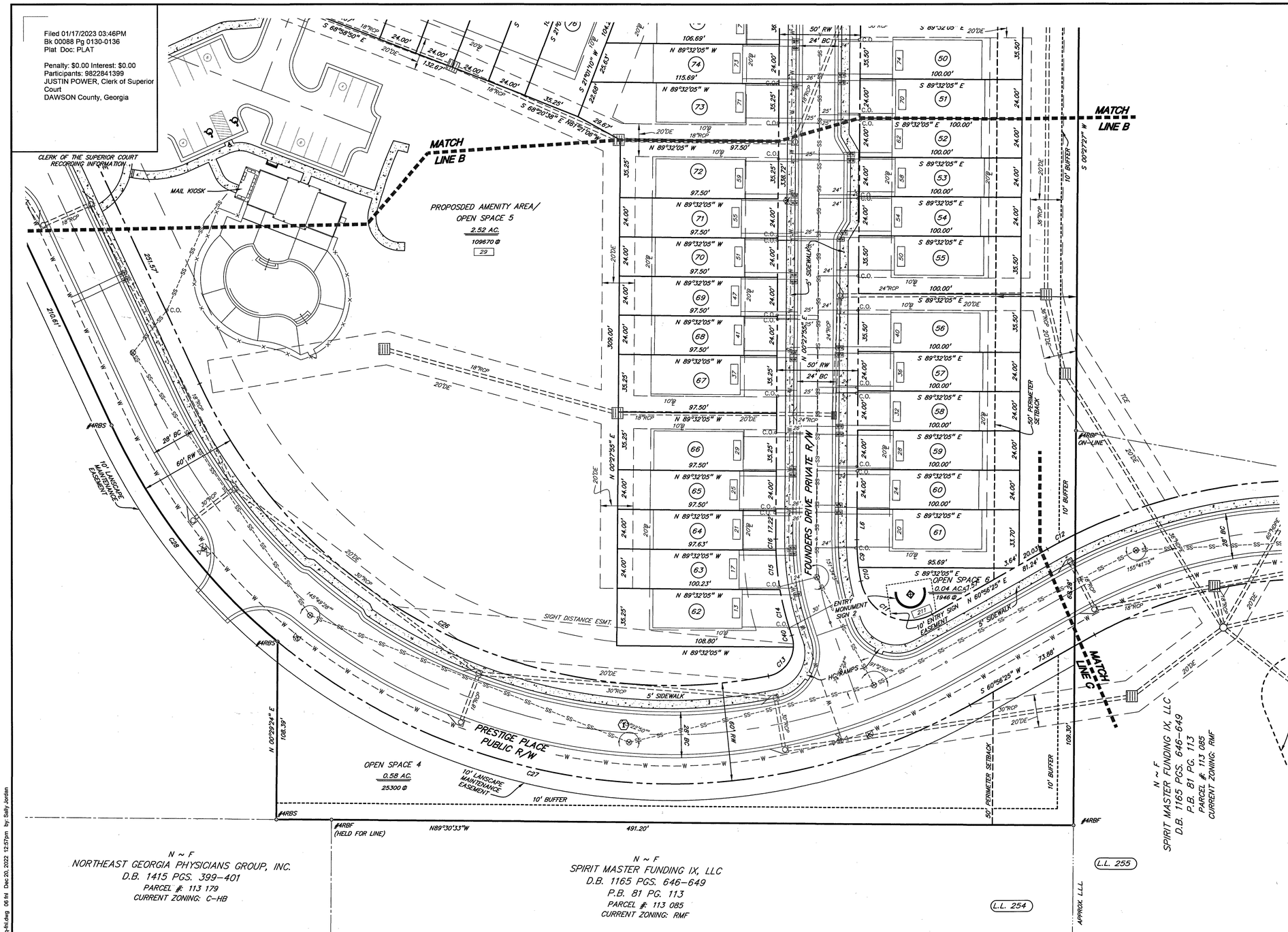

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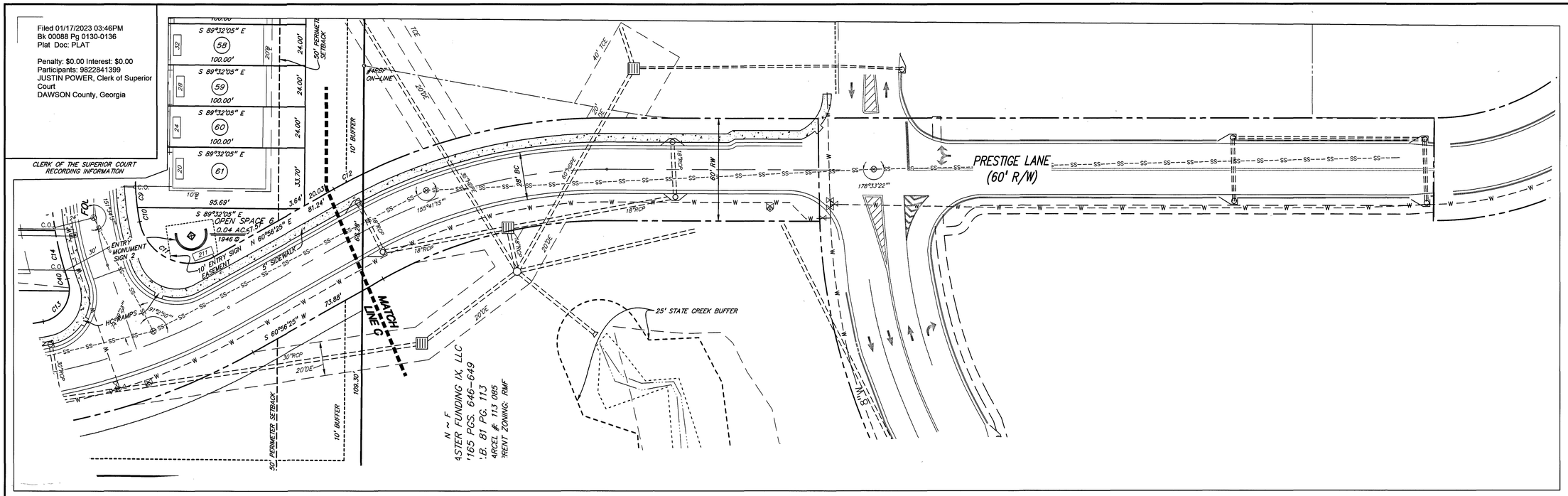

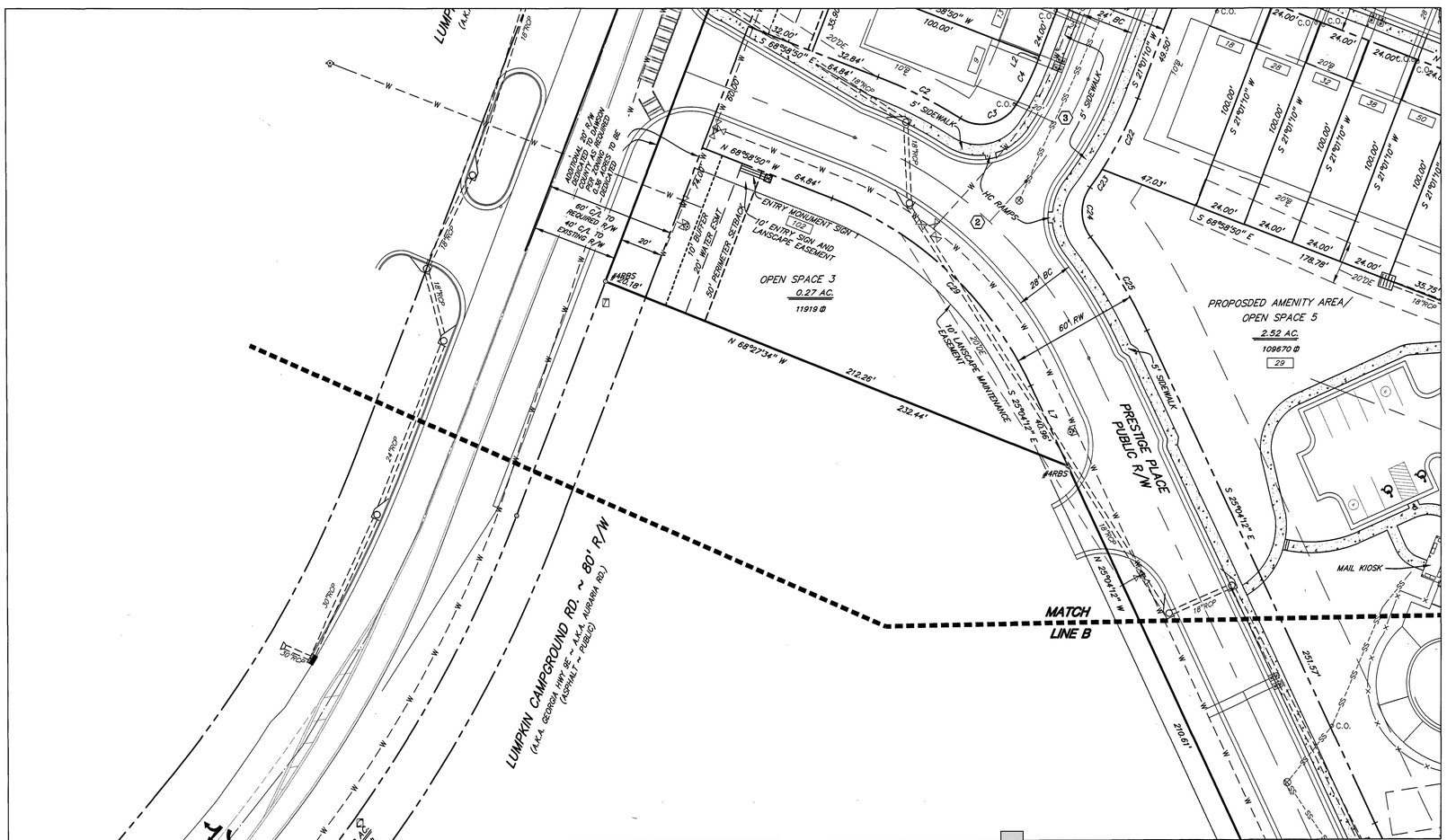

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AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA TO AMEND CHAPTER 22 (FIRE PREVENTION AND PROTECTION) OF THE CODE OF DAWSON COUNTY, GEORGIA TO DELETE PROVISIONS INCONSISTENT WITH THE STATE MINIMUM FIRE SAFETY STANDARDS; AND OTHER RELIEF

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November, 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of a County may adopt clearly reasonable ordinances, resolutions, and regulations;

WHEREAS, Dawson County, Georgia ("County") entered into an Agreement with the Safety Fire Commissioner of the State of Georgia on August 4, 2005, agreeing to adopt and enforce the State Minimum Fire Safety Standards ("2005 Agreement");

WHEREAS, on March 20, 2014, the Board of Commissioner of Dawson County adopted a resolution continuing the 2005 Agreement ("2014 Resolution");

WHEREAS, the Board of Commissioners has abided by, and will continue to abide by the terms of the 2005 Agreement and the 2014 Resolution;

WHEREAS, the Board of Commissioners of Dawson County has determined that it is in the public interest to delete provisions of Chapter 22 (Fire Prevention and Protection) of the Dawson County, Georgia inconsistent with the State Minimum Fire Safety Standards; and

WHEREAS, the Dawson County Board of Commissioners has determined to adopt an ordinance regulating these matters;

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Dawson County, Georgia, as follows:

Section I. The Board of Commissioners of Dawson County, Georgia hereby amends Chapter 22 (Fire Prevention and Protection) of the Dawson County, Georgia by deleting sections 22-1 through 22-5, 22-7 through 22-23, 22-25, 22-26, and 27-45 through 22-50.

Section II. All other provisions of Chapter 22 (Fire Prevention and Protection) shall remain the same and in full force and effect.

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.

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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 _____, 2024.

DAWSON COUNTY BOARD OF COMMISSIONERS

By:_____

Billy Thurmond, Chairman

ATTEST

By:_____

Kristen Cloud, County Clerk

Dates of Public Hearings:

Dates of Advertisements:

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