

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

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**NEW BUSINESS**

1. Presentation of Dawson County Employee Insurance Renewal 2024-2025- Mark III's Mark Browder
2. Presentation of Request to Upgrade Case Management Software- Chief Magistrate Judge Alex Myers
3. Presentation of Request for Funding for New Fire Hydrants - Lumpkin Campground Road- Emergency Services Director Troy Leist
4. Presentation of Request for Funding for New Fire Hydrants - Thompson Road- Emergency Services Director Troy Leist
5. Presentation of Grant Award for Fixed Generator- Emergency Services Director Troy Leist
6. Presentation of Design-Build Services - Fire Department Training Burn Structure- Emergency Services Division Chief of Training and Operations Johnny Irvin / Purchasing Manager Melissa Hawk
7. Presentation of Clinical Agreement between Dawson County and North Georgia Technical College- Emergency Services Division Chief of Administration and EMS Justin Mitchell
8. Presentation of Repairs to the Indian Cove Road Culvert- Public Works Director Robert Drewry
9. Presentation of a Resolution to Condemn Property Interest in Tax Parcel #090-015-001 (Portion); Parcel Owner: Burt Creek Farms, LLC; of the SR 136 at Shoal Creek Road Project - Parcel 04 with Authorization for the Chairman to Execute Documents in Furtherance of Same- Public Works Director Robert Drewry
10. Presentation of a Resolution to Condemn Property Interest in Tax Parcel #090-015-001 (Portion); Parcel Owner: Burt Creek Farms, LLC; of the SR 136 at Shoal Creek Road Project - Parcel 05 with Authorization for the Chairman to Execute Documents in Furtherance of Same- Public Works Director Robert Drewry
11. County Manager Report
12. 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 REQUEST FORM

Department: Human Resources

Work Session: April 4, 2024

Prepared By: Kristi Finley

Voting Session: April 18, 2024

Presenter: Mark Browder, Mark III

Public Hearing: Yes  No

Agenda Item Title: Presentation of Dawson County Employee Insurance Renewal 2024-2025

### Background Information:

Current insurance carriers Cigna – Medical, Dental, Vision; The Standard – Life and Disability; FBA – Flexible Spending Account; FlexCare – Telemedicine; Nationwide – Pet Insurance

### Current Information :

Proposing no change in current carriers.

### Budget Information:

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day’s voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: Kristi Finley \_\_\_\_\_

Date: 04/01/2024

Finance Department Authorization: Vickie Neikirk \_\_\_\_\_

Date: 4/1/24

County Manager Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Comments/Attachments: \_\_\_\_\_



## BENEFIT PLAN UPDATE

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2024 – 2025 Medical Plan Renewal and Initiatives



April 4, 2024



- In 2022 – 2023, Medical Plan claims ran very poorly.
- Prior to Mark III's arrival, the County transitioned Humana, which did not resolve the historical claim challenge.
- Prior to the Humana exit from the Healthcare market, **we anticipated an increase of over 50% for the 2023 – 2024 renewal.**
- **Because of this, the Plan was bid for 2023 – 2024 based on the expected renewal increase.**
- There was a very competitive response from CIGNA.





	Number of Employees	Premium	Medical	Pharmacy	Total Claims	Loss Ratio	Clm/ee/mth
July-21	240	\$237,460.00	\$56,829.00	\$86,531.00	\$143,360.00	60.4%	\$597.33
August-21	240	\$238,227.00	\$160,309.00	\$136,401.00	\$296,710.00	124.5%	\$1,236.29
September-21	237	\$234,247.00	\$162,144.00	\$140,848.00	\$302,992.00	129.3%	\$1,278.45
October-21	242	\$238,112.00	\$130,155.00	\$133,688.00	\$263,843.00	110.8%	\$1,090.26
November-21	237	\$234,532.00	\$146,592.00	\$149,819.00	\$296,411.00	126.4%	\$1,250.68
December-21	238	\$236,006.00	\$271,108.00	\$147,744.00	\$418,852.00	177.5%	\$1,759.88
January-22	237	\$236,308.00	\$151,234.00	\$148,421.00	\$299,655.00	126.8%	\$1,264.37
February-22	236	\$235,668.00	\$140,318.00	\$115,339.00	\$255,657.00	108.5%	\$1,083.29
March-22	236	\$236,069.00	\$249,679.00	\$108,336.00	\$358,015.00	151.7%	\$1,517.01
April-22	237	\$238,345.00	\$130,248.00	\$114,868.00	\$245,116.00	102.8%	\$1,034.24
May-22	238	\$242,365.00	\$262,797.00	\$144,621.00	\$407,418.00	168.1%	\$1,711.84
June-22	237	\$242,477.00	\$216,995.00	\$125,197.00	\$342,192.00	141.1%	\$1,443.85
<b>Total</b>	<b>2,855</b>	<b>\$2,849,816</b>	<b>\$2,078,408</b>	<b>\$1,551,813</b>	<b>\$3,630,221</b>	<b>127.4%</b>	<b>\$1,271.53</b>
				<b>Per Sub/Mth</b>	<b>\$1,271.53</b>		
				<b>Change</b>	<b>163.88%</b>		

- 2021 – 2022 claims increased 64%.



	Number of Employees	Premium	Medical	Pharmacy	Total Claims	Loss Ratio	Clm/ee/mth
July-22	240	-\$20,471.00	\$189,229.00	\$68,059.00	\$257,288.00	-1256.8%	\$1,072.03
August-22	241	\$341,115.00	\$246,505.00	\$106,661.00	\$353,166.00	103.5%	\$1,465.42
September-22	245	\$347,578.00	\$305,566.00	\$119,614.00	\$425,180.00	122.3%	\$1,735.43
October-22	245	\$346,611.00	\$238,821.00	\$143,644.00	\$382,465.00	110.3%	\$1,561.08
November-22	239	\$340,049.00	\$322,892.00	\$137,159.00	\$460,051.00	135.3%	\$1,924.90
December-22	241	\$340,444.00	\$294,470.00	\$149,635.00	\$444,105.00	130.4%	\$1,842.76
January-23	244	\$341,759.00	\$124,496.00	\$138,752.00	\$263,248.00	77.0%	\$1,078.89
February-23	243	\$337,942.00	\$293,198.00	\$130,741.00	\$423,939.00	125.4%	\$1,744.60
March-23	243	\$337,996.00	\$298,932.00	\$149,685.00	\$448,617.00	132.7%	\$1,846.16
April-23	244	\$338,966.00	\$151,225.00	\$118,410.00	\$269,635.00	79.5%	\$1,105.06
May-23	248	\$339,468.00	\$236,616.00	\$144,783.00	\$381,399.00	112.4%	\$1,537.90
June-23	246	\$338,000.00	\$309,394.00	\$152,882.00	\$462,276.00	136.8%	\$1,879.17
Total	2,919	\$3,729,457	\$3,011,344	\$1,560,025	\$4,571,369	<b>122.6%</b>	<b>\$1,566.07</b>
				<b>Per Sub/Mth</b>	<b>\$1,566.07</b>		
				<b>Change</b>	<b>123.16%</b>		

- For 2022 – 2023, claims increased another 23%.
- The leading claim drivers are Oncology, Specialty Pharmacy spend, **Diabetes, and Cardiovascular Disease.**
- Both 2021 – 2022 and 2022 – 2023 were significant loss positions for the carriers.

# 2023 – 2024 Bid Results – Medical



		Humana HMO 2022 - 2023			Humana NPOS 2022 - 2023		Humana HMO 2023 - 2024			Humana NPOS 2023 - 2024		
Primary Care Physician		\$30 copay			\$35 copay		\$30 copay			\$35 copay		
Specialist Visit		\$40 copay			\$60 copay		\$40 copay			\$60 copay		
Telehealth		\$30 copay			\$35 copay		\$30 copay			\$35 copay		
Preventive Care		100%			100%		100%			100%		
Deductible		\$1,500			\$2,500		\$1,500			\$2,500		
Deductible - Family Maximum		\$3,000			\$5,000		\$3,000			\$5,000		
Out of Pocket Maximum		\$4,000			\$7,900		\$4,000			\$7,900		
Out of Pocket Maximum - Family Max		\$8,000			\$15,800		\$8,000			\$15,800		
In/ Out Professional Services		Deductible/80%			Deductible/80%		Deductible/80%			Deductible/80%		
In/Out-Patient		Deductible/80%			Deductible/80%		Deductible/80%			Deductible/80%		
Hospital Stay		Deductible/80%			Deductible/80%		Deductible/80%			Deductible/80%		
Maternity		Deductible/80%			Deductible/80%		Deductible/80%			Deductible/80%		
Urgent Care		\$75 copay			\$75 copay		\$75 copay			\$75 copay		
Emergency Room		\$350 copay			\$350 copay		\$350 copay			\$350 copay		
Pharmacy		\$10/\$40/\$70/25%			\$10/\$40/\$70/25%		\$10/\$40/\$70/25%			\$10/\$40/\$70/25%		
Rx Deductible		\$250/ \$500			\$250/\$500		\$250/ \$500			\$250/\$500		
Vision Exam		N/A			N/A		N/A			N/A		
Lifetime Maximum		Unlimited			Unlimited		Unlimited			Unlimited		
<b>Active Monthly Rates</b>												
Employee Only	37	\$760.95	\$28,155.15	63	\$707.46	\$44,569.98	\$1,181.22	\$43,705.14	155.2%	\$1,098.19	\$69,185.97	155.2%
Employee/Spouse	22	\$1,521.91	\$33,482.02	30	\$1,414.92	\$42,447.60	\$2,362.46	\$51,974.12	155.2%	\$2,196.38	\$65,891.40	155.2%
Employee/Child(ren)	14	\$1,445.81	\$20,241.34	7	\$1,344.17	\$9,409.19	\$2,244.33	\$31,420.62	155.2%	\$2,086.56	\$14,605.92	155.2%
Employee/Family	25	\$2,435.05	\$60,876.25	42	\$2,263.86	\$95,082.12	\$3,779.93	\$94,498.25	155.2%	\$3,514.19	\$147,595.98	155.2%
<b>Monthly Cost</b>	<b>98</b>		<b>\$142,754.76</b>	<b>142</b>		<b>\$191,508.89</b>		<b>\$221,598.13</b>			<b>\$297,279.27</b>	
<b>Annual Cost</b>			<b>\$1,713,057.12</b>			<b>\$2,298,106.68</b>		<b>\$2,659,177.56</b>	<b>155.2%</b>		<b>\$3,567,351.24</b>	<b>155.2%</b>
<b>Pre-65 Monthly Rates</b>												
	100		\$72,725.13							\$112,891.11		
	52		\$75,929.62							\$117,865.52		
	21	\$152.19	\$29,650.53		\$141.49		\$236.24			\$46,026.54		
	67		\$155,958.37							\$242,094.23		
<b>Monthly Premium</b>	<b>240</b>		<b>\$334,263.65</b>							<b>\$518,877.40</b>		
<b>Annual Cost</b>			<b>\$4,011,163.80</b>							<b>\$6,226,528.80</b>		<b>155.2%</b>
<b>Mark III Compensation - 1%</b>												
<b>Total Monthly Cost</b>												
<b>Percentage of change</b>												
		<b>Rx \$300 Max</b>			<b>Rx \$300 Max</b>		<b>*Rx \$300 Max</b>			<b>*Rx \$350 Max</b>		

- As expected, Humana increased their rates by 55%.

# 2023 – 2024 Bid Results – Medical



		Humana HMO 2022 - 2023			Humana NPOS 2022 - 2023			Blue Open Access POS 1500/20%			Blue Open Access POS 2500/20%		
Primary Care Physician		\$30 copay			\$35 copay			\$30 copay			\$35 copay		
Specialist Visit		\$40 copay			\$60 copay			\$45 copay			\$60 copay		
Telehealth		\$30 copay			\$35 copay								
Preventive Care		100%			100%			100%			100%		
Deductible		\$1,500			\$2,500			\$1,500			\$2,500		
Deductible - Family Maximum		\$3,000			\$5,000			\$3,000			\$5,000		
Out of Pocket Maximum		\$4,000			\$7,900			\$4,000			\$7,900		
Out of Pocket Maximum - Family Max		\$8,000			\$15,800			\$8,000			\$15,800		
In/ Out Professional Services		Deductible/80%			Deductible/80%			Deductible/80%			Deductible/80%		
In/Out-Patient		Deductible/80%			Deductible/80%			Deductible/80%			Deductible/80%		
Hospital Stay		Deductible/80%			Deductible/80%			Deductible/80%			Deductible/80%		
Maternity		Deductible/80%			Deductible/80%			Deductible/80%			Deductible/80%		
Urgent Care		\$75 copay			\$75 copay			\$75 copay			\$75 copay		
Emergency Room		\$350 copay			\$350 copay			\$350 copay			\$350 copay		
Pharmacy		\$10/\$40/\$70/25%			\$10/\$40/\$70/25%			\$10/\$40/\$70/25%			\$10/\$40/\$70/25%*		
Rx Deductible		\$250/\$500			\$250/\$500			\$250			\$250		
Vision Exam		N/A			N/A			N/A			N/A		
Lifetime Maximum		Unlimited			Unlimited			Unlimited			Unlimited		
<b>Active Monthly Rates</b>													
Employee Only	37	\$760.95	\$28,155.15	63	\$707.46	\$44,569.98	\$1,209.53	\$44,752.61	158.9%	\$1,111.73	\$70,038.99	157.1%	
Employee/Spouse	22	\$1,521.91	\$33,482.02	30	\$1,414.92	\$42,447.60	\$2,540.03	\$55,880.66	166.9%	\$2,334.65	\$70,039.50	165.0%	
Employee/Child(ren)	14	\$1,445.81	\$20,241.34	7	\$1,344.17	\$9,409.19	\$2,358.59	\$33,020.26	163.1%	\$2,167.88	\$15,175.16	161.3%	
Employee/Family	25	\$2,435.05	\$60,876.25	42	\$2,263.86	\$95,082.12	\$3,689.08	\$92,227.00	151.5%	\$3,390.79	\$142,413.18	149.8%	
<b>Monthly Cost</b>	<b>98</b>		<b>\$142,754.76</b>	<b>142</b>		<b>\$191,508.89</b>		<b>\$225,880.53</b>				<b>\$297,666.83</b>	
<b>Annual Cost</b>			<b>\$1,713,057.12</b>			<b>\$2,298,106.68</b>		<b>\$2,710,566.36</b>	<b>158.2%</b>			<b>\$3,572,001.96</b>	<b>155.4%</b>
<b>Pre-65 Monthly Rates</b>													
	100		\$72,725.13									\$114,791.60	
	52		\$75,929.62									\$125,920.16	
	21	\$152.19	\$29,650.53		\$141.49							\$48,195.42	
	67		\$155,958.37									\$234,640.18	
<b>Monthly Premium</b>	<b>240</b>		<b>\$334,263.65</b>									<b>\$523,547.36</b>	
<b>Annual Cost</b>			<b>\$4,011,163.80</b>									<b>\$6,282,568.32</b>	<b>156.6%</b>
<b>Mark III Compensation - 1%</b>													
<b>Total Monthly Cost</b>													
<b>Percentage of change</b>													
		Rx \$300 Max			Rx \$300 Max								

- Anthem offered an increase of 56%.

# 2023 – 2024 Bid Results – Medical



		Humana HMO 2022 - 2023			Humana NPOS 2022 - 2023			Cigna OAPIN 17350967 2023 - 2024			Cigna OAP 17350968 2023 - 2024		
Primary Care Physician		\$30 copay			\$35 copay			\$30 copay			\$35 copay		
Specialist Visit		\$40 copay			\$60 copay			\$45 copay			\$60 copay		
Telehealth		\$30 copay			\$35 copay			\$30 copay			100%		
Preventive Care		100%			100%			100%			100%		
Deductible		\$1,500			\$2,500			\$1,500			\$2,500		
Deductible - Family Maximum		\$3,000			\$5,000			\$4,500			\$7,500		
Out of Pocket Maximum		\$4,000			\$7,900			\$4,000			\$7,900		
Out of Pocket Maximum - Family Max		\$8,000			\$15,800			\$8,000			\$15,800		
In/ Out Professional Services		Deductible/80%			Deductible/80%			Deductible/80%			Deductible/80%		
In/Out-Patient		Deductible/80%			Deductible/80%			Deductible/80%			Deductible/80%		
Hospital Stay		Deductible/80%			Deductible/80%			Deductible/80%			Deductible/80%		
Maternity		Deductible/80%			Deductible/80%			Deductible/80%			Deductible/80%		
Urgent Care		\$75 copay			\$75 copay			\$75 copay			\$75 copay		
Emergency Room		\$350 copay			\$350 copay			\$350 copay			\$350 copay		
Pharmacy		\$10/\$40/\$70/25%			\$10/\$40/\$70/25%			\$10/\$40/\$70/25%			\$15/\$35/\$60/25%*		
Rx Deductible		\$250/ \$500			\$250/\$500			\$150/\$300			\$150/\$300		
Vision Exam		N/A			N/A			N/A			N/A		
Lifetime Maximum		Unlimited			Unlimited			Unlimited			Unlimited		
<b>Active Monthly Rates</b>													
Employee Only	37	\$760.95	\$28,155.15	63	\$707.46	\$44,569.98	\$865.77	\$32,033.49	113.8%	\$829.39	\$52,251.57	117.2%	
Employee/Spouse	22	\$1,521.91	\$33,482.02	30	\$1,414.92	\$42,447.60	\$1,818.12	\$39,998.64	119.5%	\$1,741.69	\$52,250.70	123.1%	
Employee/Child(ren)	14	\$1,445.81	\$20,241.34	7	\$1,344.17	\$9,409.19	\$1,644.77	\$23,026.78	113.8%	\$1,575.84	\$11,030.88	117.2%	
Employee/Family	25	\$2,435.05	\$60,876.25	42	\$2,263.86	\$95,082.12	\$2,597.31	\$64,932.75	106.7%	\$2,488.16	\$104,502.72	109.9%	
<b>Monthly Cost</b>	<b>98</b>		<b>\$142,754.76</b>	<b>142</b>		<b>\$191,508.89</b>		<b>\$159,991.66</b>			<b>\$220,035.87</b>		
<b>Annual Cost</b>			<b>\$1,713,057.12</b>			<b>\$2,298,106.68</b>		<b>\$1,919,899.92</b>	<b>112.1%</b>		<b>\$2,640,430.44</b>	<b>114.9%</b>	
<b>Pre-65 Monthly Rates</b>													
	100		\$72,725.13								\$84,285.06		
	52		\$75,929.62								\$92,249.34		
	21	\$152.19	\$29,650.53		\$141.49		\$173.15				\$34,057.66		
	67		\$155,958.37								\$169,435.47		
<b>Monthly Premium</b>	<b>240</b>		<b>\$334,263.65</b>								<b>\$380,027.53</b>		
<b>Annual Cost</b>			<b>\$4,011,163.80</b>								<b>\$4,560,330.36</b>	<b>113.7%</b>	
<b>Mark III Compensation - 1%</b>													
<b>Total Monthly Cost</b>													
<b>Percentage of change</b>													
		Rx \$300 Max			Rx \$300 Max			*Rx \$300 Max			*Rx \$350 Max		
								Individual SL \$65,000			Individual SL \$65,000		
								110%/ 50%			110%/ 50%		

- CIGNA was a very competitive offer of 13.7%.



- The transition to **CIGNA saved the County \$1,600,000.**
- CIGNA has been an excellent partner for the County.
- They have worked hard to accommodate the County in every way possible in the transition.
- They have provided excellent customer service.
- In 2023 – 2024, the Medical Plan is running well, but are immature.
- Immature means that the first month and a half are not full claims months, where claims from the prior Plan year are being paid by Humana.



Date	Subs	Medical	Pharmacy	Vision	Dental	Combined Medical Claims	Claims Per Active/Retiree Per Month	Fixed Charges	Total Administration	Total Cost	Stop-loss Credits	Net Costs	County Budgeted
July-23	253	\$41,188.00	\$34,108.00	\$667.00	\$6,240.00	\$82,203.00	\$324.91	\$1,048	\$84,228.76	\$167,479.76	\$0.00	\$167,479.76	\$405,612.13
August-23	249	\$155,473.00	\$78,758.00	\$2,414.00	\$9,786.00	\$246,431.00	\$989.68	\$2,747	\$82,897.08	\$332,075.08	\$0.00	\$332,075.08	\$399,199.29
September-23	257	\$192,559.00	\$77,628.00	\$1,827.00	\$8,765.00	\$280,779.00	\$1,092.53	\$3,379	\$85,560.44	\$369,718.44	\$0.00	\$369,718.44	\$412,024.97
October-23	260	\$136,488.00	\$113,142.00	\$856.00	\$12,481.00	\$250,486.00	\$963.41	\$3,795	\$86,559.20	\$340,840.20	\$113.00	\$340,727.20	\$416,834.60
November-23	260	\$168,853.00	\$112,705.00	\$2,408.00	\$12,208.00	\$283,966.00	\$1,092.18	\$3,293	\$86,559.20	\$373,818.20	\$20,020.00	\$353,798.20	\$416,834.60
December-23	255	\$187,915.00	\$163,323.00	\$1,615.00	\$10,752.00	\$352,853.00	\$1,383.74	\$4,876	\$84,894.60	\$442,623.60	\$36,096.00	\$406,527.60	\$408,818.55
January-24	256	\$165,338.00	\$108,116.00	\$2,312.00	\$13,058.00	\$275,766.00	\$1,077.21	\$2,208	\$85,227.52	\$363,201.52	\$40,070.00	\$323,131.52	\$410,421.76
February-24													
March-24													
April-24													
May-24													
June-24													
<b>Total</b>	1,790	\$1,047,814.00	\$687,780	\$12,099.00		\$1,772,484.00	\$990.21	\$21,346.00	\$595,926.80	\$2,389,756.80	\$96,299.00	\$2,293,457.80	\$2,869,745.90
			\$384.23	\$6.76			63.62%			Loss Ratio	18.99%	Budget Position	\$576,288.10

- The Plan is running well but is immature.



Dawson County	Subscribers	Medical	Pharmacy	Combined Medical Claims	Stop-loss Credits	Net Claims
February-23	243	\$287,800.00	\$130,741.00	\$418,541.00	\$0.00	\$418,541.00
March-23	243	\$293,640.00	\$148,193.00	\$441,833.00	\$0.00	\$441,833.00
April-23	244	\$151,073.00	\$118,410.00	\$269,483.00	\$0.00	\$269,483.00
May-23	248	\$232,126.00	\$144,783.00	\$376,909.00	\$0.00	\$376,909.00
June-23	246	\$301,147.00	\$152,882.00	\$454,029.00	\$0.00	\$454,029.00
July-23	253	\$41,188.00	\$34,108.00	\$285,213.40	\$0.00	\$285,213.40
August-23	249	\$155,473.00	\$78,758.00	\$285,213.40	\$0.00	\$285,213.40
September-23	257	\$192,559.00	\$77,628.00	\$270,187.00	\$0.00	\$270,187.00
October-23	260	\$136,488.00	\$113,142.00	\$249,630.00	\$113.00	\$249,517.00
November-23	260	\$168,853.00	\$112,705.00	\$281,558.00	\$20,020.00	\$261,538.00
December-23	255	\$187,915.00	\$163,323.00	\$351,238.00	\$36,096.00	\$315,142.00
January-24	256	\$165,338.00	\$108,116.00	\$273,454.00	\$40,070.00	\$233,384.00
<b>Total</b>	<b>3,014</b>	<b>\$2,313,600.00</b>	<b>\$1,382,789.00</b>	<b>\$3,957,288.80</b>	<b>\$96,299.00</b>	<b>\$3,860,989.80</b>

### Medical Projections - 2024 - 2025

	Per Annum
Experience	\$3,860,989.80
Trended Claims 8%	111.30%
Estimated Claims Based on Experience - 2024 - 2025	\$4,297,281.65
Benefit Change	\$4,297,281.65
Administration Charges	\$1,153,397.52
PPACA - Fee for Comparative Effectiveness Research Agency - July 31, 2023	\$1,200.00
Expected Total Costs 2024 - 2025	\$5,451,879.17
County Budgeted Total Costs 2023 - 2024	\$4,591,165.92
<b>Rate Action 2024 - 2025 Renewal - County</b>	<b>118.75%</b>
<b>Dollar Change</b>	<b>\$860,713.25</b>

- Based on standard formula, the **expectation would be for a 19% increase.**
- **After negotiations,** CIGNA is taking the positive experience into consideration and has agreed to a high single digit increase.
- A very good renewal considering where 2023 – 2024 was headed.



# 2024 – 2025 Renewal



		Cigna OAPIN 17350967 2023 - 2024		Cigna OAP 17350968 2023 - 2024		Cigna OAPIN 17350967 2024 - 2025			Cigna OAP 17350968 2024 - 2025			
Primary Care Physician		\$30 copay		\$35 copay		\$30 copay			\$35 copay			
Specialist Visit		\$45 copay		\$60 copay		\$45 copay			\$60 copay			
Telehealth		\$30 copay		100%		\$30 copay			100%			
Preventive Care		100%		100%		100%			100%			
Deductible		\$1,500		\$2,500		\$1,500			\$2,500			
Deductible - Family Maximum		\$4,500		\$7,500		\$4,500			\$7,500			
Out of Pocket Maximum		\$4,000		\$7,900		\$4,000			\$7,900			
Out of Pocket Maximum - Family Max		\$8,000		\$15,800		\$8,000			\$15,800			
In/ Out Professional Services		Deductible/80%		Deductible/80%		Deductible/80%			Deductible/80%			
In/Out-Patient		Deductible/80%		Deductible/80%		Deductible/80%			Deductible/80%			
Hospital Stay		Deductible/80%		Deductible/80%		Deductible/80%			Deductible/80%			
Maternity		Deductible/80%		Deductible/80%		Deductible/80%			Deductible/80%			
Urgent Care		\$75 copay		\$75 copay		\$75 copay			\$75 copay			
Emergency Room		\$350 copay		\$350 copay		\$350 copay			\$350 copay			
Pharmacy		\$10/\$40/\$70/25%		\$15/\$35/\$60/25%*		\$10/\$40/\$70/25%			\$15/\$35/\$60/25%*			
Vision Exam		N/A		N/A		N/A			N/A			
Lifetime Maximum		Unlimited		Unlimited		Unlimited			Unlimited			
<b>Active Monthly Rates</b>												
Employee Only	59	\$865.77	\$51,080.43	60	\$829.39	\$49,763.40	\$950.08	\$56,054.72	109.74%	\$906.31	\$54,378.60	109.27%
Employee/Spouse	26	\$1,818.12	\$47,271.12	20	\$1,741.69	\$34,833.80	\$1,995.16	\$51,874.16	109.74%	\$1,903.24	\$38,064.80	109.28%
Employee/Child(ren)	19	\$1,644.77	\$31,250.63	8	\$1,575.84	\$12,606.72	\$1,805.15	\$34,297.85	109.75%	\$1,722.00	\$13,776.00	109.28%
Employee/Family	27	\$2,597.31	\$70,127.37	38	\$2,488.16	\$94,550.08	\$2,850.24	\$76,956.48	109.74%	\$2,718.96	\$103,320.48	109.28%
<b>Monthly Cost</b>	131		\$199,729.55	126		\$191,754.00		\$219,183.21			\$209,539.88	
					\$391,483.55					\$428,723.09		
					\$4,697,802.60					\$5,144,677.08		
								<b>County Change</b>		<b>\$357,499.58</b>		
										<b>109.51%</b>		
								<b>Tech (For Onsite Disease Management - HMAPRx) Funds</b>		<b>\$37,000.00</b>		
								<b>Wellness Funds</b>		<b>\$10,000.00</b>		

- The **negotiated renewal** from CIGNA is 9.5%. The 2024 – 2025 CIGNA renewal puts the County 32% below the Humana renewal for 2023 – 2024.
- The Tech Funds are designed to pay for the HealthMapRx **Onsite Disease Management** services.

# 2024 – 2025 Renewal and Future Funding



			Cigna OAPIN 17350967 2024 - 2025				Cigna OAP 17350968 2024 - 2025					
Primary Care Physician			\$30 copay				\$35 copay					
Specialist Visit			\$45 copay				\$60 copay					
Telehealth			\$30 copay				100%					
Preventive Care			100%				100%					
Deductible			\$1,500				\$2,500					
Deductible - Family Maximum			\$4,500				\$7,500					
Out of Pocket Maximum			\$4,000				\$7,900					
Out of Pocket Maximum - Family Max			\$8,000				\$15,800					
In/ Out Professional Services			Deductible/80%				Deductible/80%					
In/Out-Patient			Deductible/80%				Deductible/80%					
Hospital Stay			Deductible/80%				Deductible/80%					
Maternity			Deductible/80%				Deductible/80%					
Urgent Care			\$75 copay				\$75 copay					
Emergency Room			\$350 copay				\$350 copay					
Pharmacy			\$10/\$40/\$70/25%				\$15/\$35/\$60/25%*					
Rx Deductible			\$150/\$300				\$150/\$300					
Vision Exam			N/A				N/A					
Lifetime Maximum			Unlimited				Unlimited					
Active Monthly Rates			Employer Contribution 80%	Employer Monthly Premium	Employee Contribution 20%	Employee Monthly Premium	Employer Contribution 80%	Employer Monthly Premium	Employee Contribution 20%	Employee Monthly Premium		
Employee Only	59	60	\$950.08	<b>\$760.06</b>	\$44,843.78	<b>\$190.02</b>	\$11,210.9	\$906.31	<b>\$725.05</b>	\$43,502.88	<b>\$181.26</b>	\$10,875.7
Employee/Spouse	26	20	\$1,995.16	<b>\$1,596.13</b>	\$41,499.33	<b>\$399.03</b>	\$10,374.8	\$1,903.24	<b>\$1,522.59</b>	\$30,451.84	<b>\$300.65</b>	\$7,613.0
Employee/Child(ren)	19	8	\$1,805.15	<b>\$1,444.12</b>	\$27,438.28	<b>\$361.03</b>	\$6,859.6	\$1,722.00	<b>\$1,377.60</b>	\$11,020.80	<b>\$344.40</b>	\$2,755.2
Employee/Family	27	38	\$2,850.24	<b>\$2,280.19</b>	\$61,565.18	<b>\$570.05</b>	\$15,391.3	\$2,718.96	<b>\$2,175.17</b>	\$82,656.38	<b>\$543.79</b>	\$20,664.1
<b>Monthly Cost</b>	131	126			\$175,346.57		\$43,836.64			\$167,631.90		\$41,907.98
<b>Annual Cost</b>					\$2,104,158.82		\$526,039.70			\$2,011,582.85		\$502,895.71
Dollar Change					\$186,755.14		\$46,688.78			\$170,744.45		\$42,686.11
Percentage Change					<b>109.7%</b>		<b>109.7%</b>			<b>109.3%</b>		<b>109.3%</b>
								\$5,144,677.08	County Change			
								<b>\$446,874.48</b>	<b>\$357,499.58</b>			
								<b>109.5%</b>				

- The ACA benchmark for determining the affordability of employer-sponsored health coverage dropped significantly from **9.12%** to **8.39%** of an employee's household income for the 2024 plan year.
- The **County is barely compliant for 2024** based on reported income. The likelihood that the current funding model (**80/20**) will probably be out of compliance for 2025 is high.
- **The County will need to plan on a funding model change for 2025.**

# 2024 – 2025 Renewal Rates



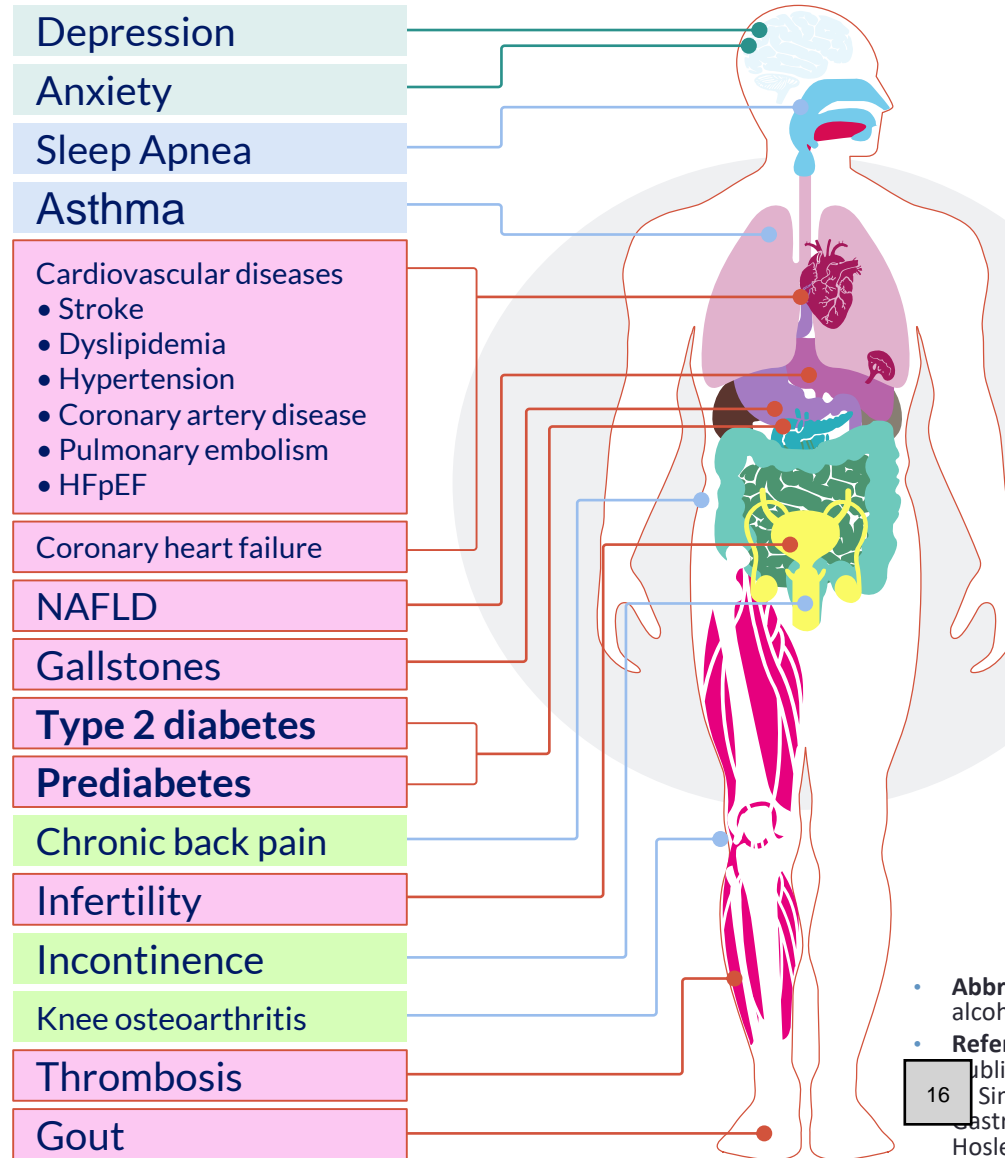
## Proposed Cigna Plan Year July 1, 2024 through June 30, 2025

	Proposed Cigna Plan Year July 1, 2024 through June 30, 2025					
<b>Cigna OAPIN (HMO)</b>	<b>Total Monthly Premium</b>	<b>Employer Monthly Cost</b>	<b>Percentage paid by County</b>	<b>Employee Monthly Cost</b>	<b>Percentage paid by Employee</b>	<b>Employee Standard Payroll Deduction</b>
Employee	950.08	760.06	80.00%	190.02	20.00%	95.01
Employee + Spouse	1,995.16	1,596.13	80.00%	399.03	20.00%	199.52
Employee + Child(ren)	1,805.15	1,444.12	80.00%	361.03	20.00%	180.52
Employee + Family	2,850.24	2,280.19	80.00%	570.05	20.00%	285.02
<b>Cigna OAP (PPO)</b>	<b>Total Monthly Premium</b>	<b>Employer Monthly Cost</b>	<b>Percentage paid by County</b>	<b>Employee Monthly Cost</b>	<b>Percentage paid by Employee</b>	<b>Employee Standard Payroll Deduction</b>
Employee	906.31	725.05	80.00%	181.26	20.00%	90.63
Employee + Spouse	1,903.24	1,522.59	80.00%	380.65	20.00%	190.32
Employee + Child(ren)	1,722.00	1,377.60	80.00%	344.40	20.00%	172.20
Employee + Family	2,718.96	2,175.17	80.00%	543.79	20.00%	271.90
<b>Cigna Dental</b>	<b>Total Monthly Premium</b>	<b>Employer Monthly Cost</b>	<b>Percentage paid by County</b>	<b>Employee Monthly Cost</b>	<b>Percentage paid by Employee</b>	<b>Employee Standard Payroll Deduction</b>
Employee	26.65	0.00	0.00%	26.65	100.00%	13.33
Employee + Spouse	54.23	0.00	0.00%	54.23	100.00%	27.12
Employee + Child(ren)	66.89	0.00	0.00%	66.89	100.00%	33.45
Employee + Family	94.30	0.00	0.00%	94.30	100.00%	47.15
<b>Cigna Vision</b>	<b>Total Monthly Premium</b>	<b>Employer Monthly Cost</b>	<b>Percentage paid by County</b>	<b>Employee Monthly Cost</b>	<b>Percentage paid by Employee</b>	<b>Employee Standard Payroll Deduction</b>
Employee	5.96	0.00	0.00%	5.96	100.00%	2.98
Employee + Spouse	11.92	0.00	0.00%	11.92	100.00%	5.96
Employee + Child(ren)	12.15	0.00	0.00%	12.15	100.00%	6.08
Employee + Family	19.22	0.00	0.00%	19.22	100.00%	9.61

- The negotiated renewal from CIGNA is 9.5%. The 2024 – 2025 CIGNA renewal puts the County 32% below the Humana renewal for 2023 – 2024.



# Obesity is associated with multiple comorbidities<sup>1-7</sup>



## Cancers – including:

- breast
- colorectal
- endometrial
- esophageal
- kidney
- ovarian
- pancreatic
- prostate

## Key:

Mental

Mechanical

Metabolic

16

• **Abbreviations:** HFpEF, heart failure with preserved ejection fraction; NAFLD, non-alcoholic fatty liver disease.  
 • **References:** 1. Sharma and Padwal. *Obes Rev* 2010;11:808–9. 2. Guh DP et al. *BMC Public Health* 2009;9:88. 3. Luppino FS et al. *Arch Gen Psychiatry* 2010;67(3):220–9. 4. Simon GE et al. *Arch Gen Psychiatry* 2006;63(7):824–30. 5. Church et al. *Gastroenterology* 2006;130(7):2023–30. 6. Li C et al. *Prev Med* 2010;51(1):18–23. 7. Hosler AS. *Prev Chronic Dis* 2009;6(2):A48.



# Wellness Results

## 2023 HEALTHIEST EMPLOYERS AWARDS

### Greater Charlotte Area – 2023:

- City of Shelby – 1<sup>st</sup>
- City of Salisbury – 2<sup>nd</sup>
  
- Cleveland County – 1<sup>st</sup>
- City of Gastonia – 3<sup>rd</sup>
- Rowan County – 5<sup>th</sup>

### Triangle Area:

- City of Rocky Mount – 2<sup>nd</sup>

### Virginia – less than 500:

- Prince George County – 1<sup>st</sup>

### Triad Area:

- Randolph County – 1<sup>st</sup>
- City of High Point – 3<sup>rd</sup>

### Top 100 Across America:

- Randolph County – 17<sup>th</sup>
- City of Gastonia – 61<sup>st</sup>
- Cleveland County – 64<sup>th</sup>
- Rowan County – 82<sup>nd</sup>



# Wellness Results

- Diabetes is a significant cost driver.
- HealthMapRx is a Diabetes Management strategy that has proven success across our customer base.
- There is a real opportunity to positively impact your employee population by engaging the at-risk population with proven strategies of incentives and engagement that change lives.



# Wellness Results

- Engagement includes:
  - **For participants, Diabetic Medications are at no cost.**
  - Optimization of drug therapy, including adherence
  - Assessment and improvement of participant knowledge and self-care skills
  - Addressing non-drug considerations such as nutrition, exercise, and life-style improvements
  - Coordination and compliance with regular medical care
  - Management of “care gaps” vs. evidence-based benchmarks
  - Establish on ongoing revision of personal goals relevant to health risk priorities
  - Motivation and support for achievement of goals
  - Accountability for participants and mentors in adhering to program protocols and requirements
  - Weight management and ongoing revision of nutrition goals



# Wellness Results

## Diabetes - HealthMapRx™

- Participants:

- City of Gastonia
- City of Hendersonville
- City of Rocky Mount
- City of Salisbury
- City of Sanford
- City of Shelby
- Cleveland County
- Edgecombe County
- Granville County

- Halifax County
- Lincoln County
- Person County
- Prince George County
- Randolph County
- Robeson County
- Rowan County
- Vance County
- Wayne County





# Wellness Results

Diabetes - HealthMapRx™ Parts. vs. Non-Parts. (PMPY): 10 Self-Funded Customers

10-Customers		2023		
	Total	Medical	Rx	Total
HMPRx Avg	462	\$7,098	\$10,871	\$17,987
Non-HMPRx Avg	495	\$13,326	\$8,154	\$21,480
Differential				\$3,493
NC ESI Avg*				\$20,114



# Wellness Results

## Diabetes - HealthMapRx™ Parts. vs. Non-Parts. (PMPY): Self-Funded Customers

Customers	Start Date	Claimants	Enrollment	Enrollment (%)
City of Gastonia	7/1/2019	137	76	55%
City of Rocky Mount	7/1/2007	164	108	66%
City of Salisbury	5/1/2018	60	30	50%
City of Sanford	7/1/2017	51	22	43%
Cleveland County	7/1/2017	135	91	67%
Edgecombe County	7/1/2018	108	45	42%
Halifax County	2/1/2019	99	53	54%
Haywood County	3/1/2020	67	40	60%
Person County	10/1/2021	68	21	31%
Prince George County	7/1/2020	49	18	37%
Robeson County	2/1/2019	221	159	72%
Rowan County	7/1/2018	169	83	49%
Vaya Health	7/1/2019	85	46	54%
Wayne County	7/1/2019	141	59	42%
<b>Average</b>		<b>1554</b>	<b>851</b>	<b>55%</b>



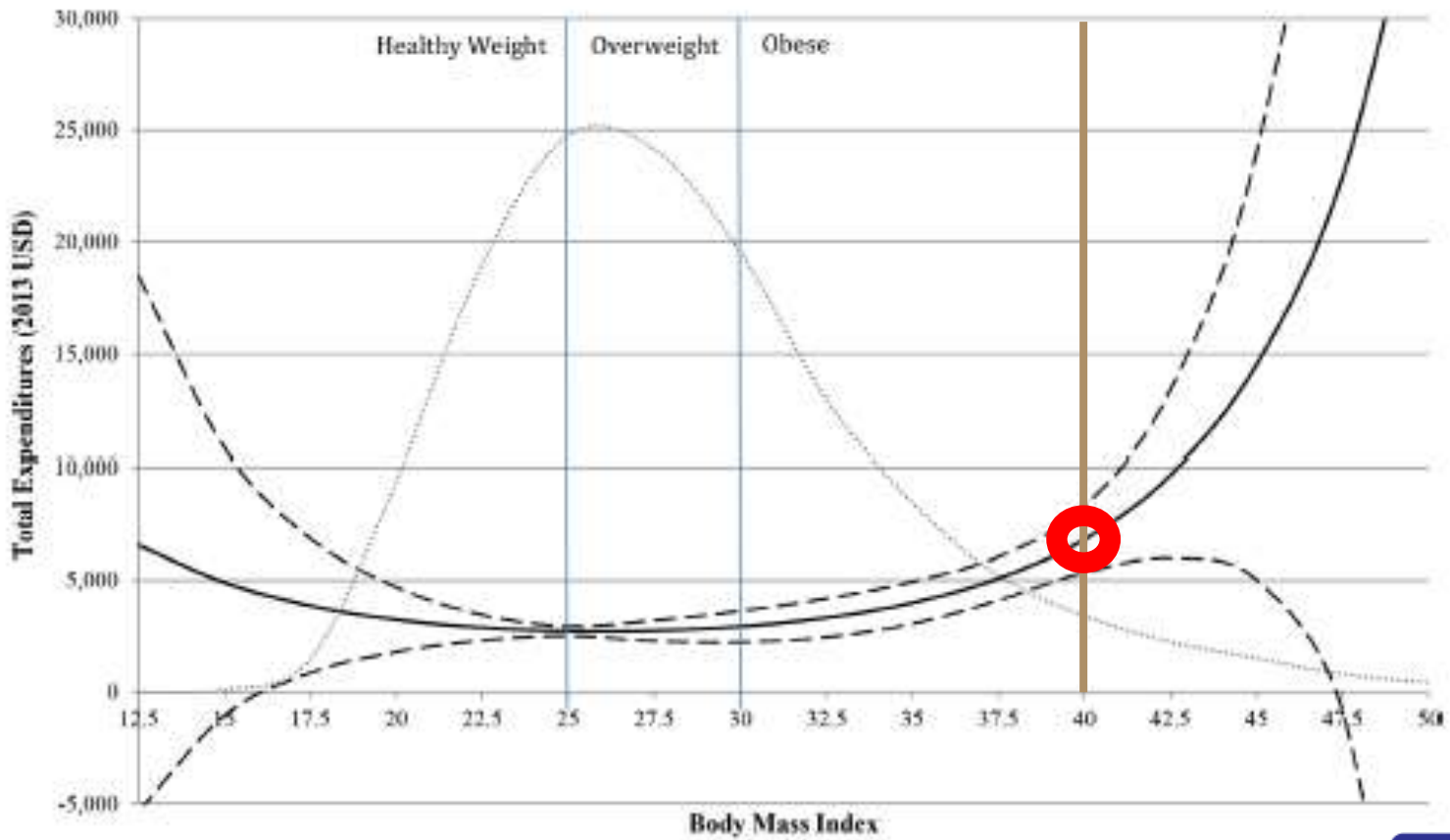
# Wellness Results

## Diabetes- HealthMap<sub>Rx</sub> Clinical vs. Industry

Clinical Goals (n=851)	2023	2022	2021	Visit #1	Industry Standard*
Blood Pressure (<140/90)	<b>89%</b>	87%	84%	<b>79%</b>	50.6%
Cholesterol (LDL) (< 100)	<b>71%</b>	65%	64%	<b>60%</b>	
Blood Glucose (A1C) (< 7%)	<b>59%</b>	58%	49%	<b>44%</b>	34.9%
Blood Glucose (A1C) (< 8%)	<b>80%</b>	81%	75%	<b>68%</b>	49.9%
Blood Glucose (A1C) (> 9%)	<b>9%</b>	8%	10%	<b>19%</b>	42.5%



# Wellness - +40 BMI



Biener A, Cawley J, Meyerhoefer C.  
 J Gen Intern Med 32(Suppl 1):S6–  
 S8 DOI: 10.1007/s11606-016-3968-  
 8.





# Medical Weight Management Program Criteria

- BMI  $\geq 40$  – Grade 3 Overweight
- Members without a diagnosis of diabetes
- 18 years of age or older
- 12-month commitment
- If engaged, Wegovy (and other medications – not for diabetes) available as a tool for weight loss.
- Other incentives available

**HMP**R<sub>x</sub>

# Medical Weight Management Customers

- Caldwell County
- Cleveland County
- Durham Public Schools
- Edgecombe County
- Granville County
- Harnett County
- Haywood County
- Hertford County
- Nash County
- Person County
- Rowan County
- Wayne County



# Wellness Results



## 8-Customer Biometric Avg. Results (n=4737)

	BMI (≥40)	BMI	Weight	Waist	A1c
County: 5 City: 3	14.2%	45.6	290.1	48.0	6.1



# Medical Weight Management Program Criteria

## Pharmacist Care Manager Visits

- 4 visits/year
- Virtual/Telephonic communication between visits (weekly survey trigger for additional interventions)
- Depression Screening (baseline, 12-months)

## Virtual Group Support Sessions

- Presented by Health Coach
- Focused Education Topics each session
- Monthly sessions:
  - Months 1-6
  - Month 8
  - Month 10

## Weekly Survey Check-Ins

- Delivered via email or text
- Provides individualized support to participants
- Screens for behavioral health and weekly challenges

## Digital Scale\* Monitoring

- Weekly Weigh-ins
- Health Portal Monitoring
- App with Bluetooth Technology
- \*device is optional





**HMP**R<sub>x</sub>

# Cleveland County – MWM



Start Date	Enrollment	Gender	Avg Age	Engagement %
08/01/21	40	30 (F), 10 (M)	49	51% (40/78)

Chronic Conditions (Avg: 5 Conditions)	Parts. (%)
Hypertension	68%
Pre-Diabetes	55%
Anxiety & Depression	43%
Hyperlipidemia	25%





# Medical Weight Management Program – 2 Years

Rx Yr. 1 & Yr. 2*	N=	Baseline	Year 1	Year 2	Change	Total Change	Cont. Yr. 2	Part %
Weight	23	271.4	244.6	228.7	-42.7	-982.1	100%	70%
A1c	23	5.7	5.4	5.2	-0.5			
<b>Rx Yr. 1, Not Yr. 2</b>								
Weight	7	267.2	239.5	245.8	-21.4	-149.8	43%	51%
A1c	7	5.8	5.6	5.6	-0.2			
<b>&lt; 3 Rx fills, 2 Yrs.</b>								
Weight	6	307.4	293.0	311.1	+3.7	+22.2	50%	46%
A1c	6	5.5	5.6	5.7	+0.2			





# Medical Weight Management **HMPRx** Financial Trending: **HMPRx** vs. Non-**HMPRx** Program (PMPY)



		2021 - 2022			2022 - 2023		
	Total	Medical	Rx	Total	Medical	Rx	Total
<b>HMPRx</b>	23	\$5,727	\$12,768	<b>\$18,495</b>	\$6,662	\$13,401	<b>\$20,063</b>
Non- <b>HMPRx</b>	10	\$44,424	\$4,105	<b>\$48,529</b>	\$27,640	\$3,449	<b>\$31,089</b>

**HMPRx**

Four did not participate in 2023 Biometric Screening  
 Two Termed: Incomplete Data

Non-**HMPRx**

Seven Termed: Incomplete data  
 Ten enrolled in Medical Weight Management Program in 2022



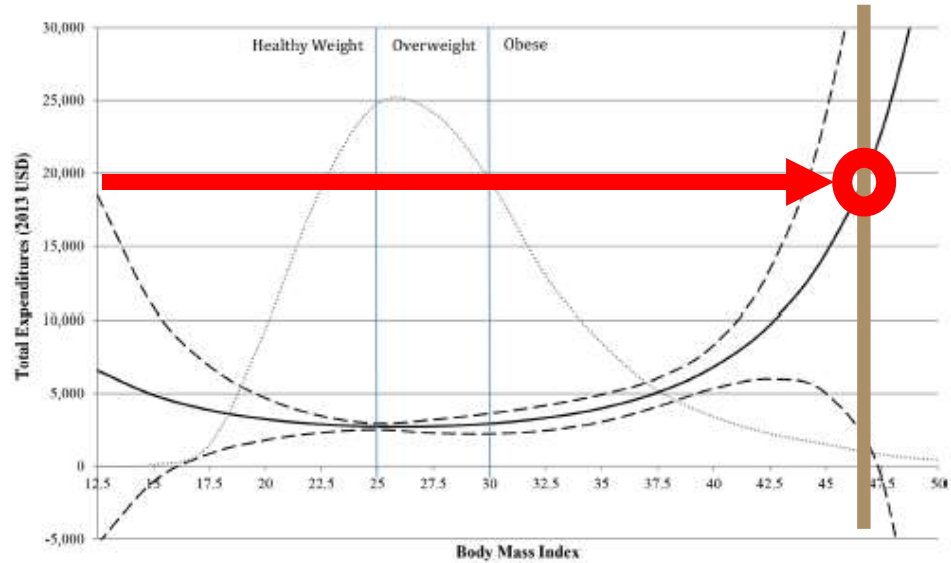


# Non-HMP<sub>Rx</sub> Participant – Medical Plan Cost

Cost >20k: 22% (6/27)

Conditions Increasing Spend

- Coronavirus (COVID-19) (ICU)
- Lap Gastric Bypass/Roux-En-Y
- Fatty Liver Disease
- Pulmonary Embolism
- **Diagnosis of Diabetes: 22%**



**HMP**R<sub>x</sub>

# Medical Weight Management Customers

- Person County Participant:
- I'm so super excited for the weight loss! The Wegovy had seriously changed my life and my relationship with food, it's unreal how it has shut off the food noise that was CONSTANT in my head. It's helped me see that I don't have to depend on food to make me happy or celebrate, it need it to nurture me and help me be strong.
- Yes, when I didn't have time to meal prep last week, it definitely affected the ease of my meals and my mindfulness. Wegovy has taken away my appetite but I make sure to always eat at least 3 meals a day no matter what and for them to always have a good amount of protein if I can help it.
- I've had a couple days where I've wanted something sweet so I'll do a rice cake with peanut butter or 2 mini Reese cups. I stop the moment I'm full and that has been a big adjustment.
- So thankful to this program for the support, encouragement and help with this medicine. It's exactly what I needed to get myself going and giving me that boost of confidence to know I could succeed.



- CIGNA has been an excellent partner for the County
- We recommend the County accept the very competitive 9.5% increase on the Medical Plan.
- As a reminder, the County's claims will always be the driving force behind the renewals and implementing a disease management strategy that improves member health is critical.
- We recommend the County implement the HealthMapRx Disease Management programs.
- The Dental Renewal is 4.8%, is competitive, and is below dental trend.
- There is no change with the Vision Plan.
- For administrative efficiency, we recommend the County continue with CIGNA on the Dental Plan.
- There are no changes in the Life and Disability Plans.



***Mark III***  
***Employee Benefits***



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Magistrate Court

Work Session: April 4, 2024

Prepared By: Alex Myers, Chief Magistrate

Voting Session: April 18, 2024

Presenter: Judge Alex Myers

Public Hearing: Yes  No

Agenda Item Title: Presentation of Request to Upgrade Case Management Software

**Background Information:**

The current case management and warrant system was implemented in 2011.

**Current Information:**

The current case management system is extremely outdated and cumbersome. The new case management system would cost around \$29,000 to implement. The Court and law enforcement providers are having issues with the online warrant system. The new warrant system would cost around \$29,000 to implement. Total request would be \$60,000 with included contingency.

**Budget Information:**

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
					\$60,000	

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Department Authorization: Vickie Neikirk

Date: 3/26/24



County Manager Authorization: JSL

Date: 3/26/24

Comments/Attachments: \_\_\_\_\_

MAGISTRATE COURT CASE MANAGEMENT SYSTEM UPGRADE BREAKDOWN

**SOFTWARE COSTS**

ICON CMS 360 ** One-time Migration Fee	\$20,000.00
ICON CMS 360 ** 12-months of maintenance for new program	\$575 x 12 = \$6,900.00
Palatine ANYWHERE WARRANT SYSTEM ** One-time Integration Set-up fee for ICON	\$3,500.00
Palatine ANYWHERE WARRANT SYSTEM ** 12-months of maintenance for new program	\$1,000.00 x 12 = \$12,000.00
PeachCourt eFiling Capability	\$0.00

**ADDITIONAL COSTS**

Adobe Acrobat Pro for Teams ** 12-months of maintenance for new program	\$23.99/user/month = \$2,303.04
New Hardware (scanners, devices, etc.)	\$6,500.00
Static IP Addresses for County Phones ** Estimate (waiting on numbers from IT)	\$279.00

TOTAL IMPLEMENTATION COST

Approx. \$45,272.04

New Monthly Maintenance if Implemented for  
FY25

Approx. \$1,765.00/month

\*\* Increase from \$250/mo.

Additional \$14,727.96 in contingency would help cover any additional unexpected needs to implement upgrade, plus help with implementation in law enforcement partners.

TOTAL REQUEST = \$60,000.00



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Emergency Services

Work Session: April 04, 2024

Prepared By: T. Leist

Voting Session: April 18, 2024

Presenter: T. Leist

Public Hearing: Yes  No

Agenda Item Title: Presentation of Funding For New Fire Hydrants, Lumpkin Campground

**Background Information:**

Etowah Water & Sewer is upgrading the water main on Lumpkin Campground Rd. to a 12” main from Hwy. 53 to Dawson Forest Rd.

**Current Information :**

As Dawson County grows, it is important that infrastructure grows with it. Partnering with Etowah Water & Sewer to install much needed fire hydrants while they expand water supply is the best use of funds and time. Dawson County only has to pay for the hydrants, not installation. We are requesting funding from fund balance in the amount of \$29,572 for the cost of 4 new hydrants (\$7,393 each).

**Budget Information:**

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day’s voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion:

Department Head Authorization: TL

Date: 3/15/24

Finance Department Authorization: V. Neikirk

Date: 3/26/24

County Manager Authorization: J. Leverette

Date: 3-26-24

Comments/Attachments:



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Emergency Services

Work Session: April 04, 2024

Prepared By: T. Leist

Voting Session: April 18, 2024

Presenter: T. Leist

Public Hearing: Yes  No

Agenda Item Title: Presentation of Funding for New Fire Hydrants, Thompson Rd.

**Background Information:**

Etowah Water & Sewer is upgrading the water main from a 6” main to a 16” main on Thompson Rd. from Hwy. 53 to Hugh Stowers Rd. They will be installing a new 16” main on Hugh Stowers Rd. from Thompson Rd. to Grizzle Rd. and a new 12” main down Grizzle Rd. This is approximately 3 miles of upgraded and new water mains.

**Current Information :**

As Dawson County grows, it is important that infrastructure grows with it. Partnering with Etowah Water & Sewer to install much needed fire hydrants while they expand water supply is the best use of funds and time. Dawson County only has to pay for the hydrants, not installation. We are requesting funding from fund balance in the amount of \$140,467 for the cost of 19 new hydrants (\$7,393 each).

**Budget Information:**

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day’s voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion:

Department Head Authorization: TL

Date: 3/15/24

Finance Department Authorization: Vickie Neikirk

Date: 3/26/24

County Manager Authorization: J Leverette

Date: 3-26-24

Comments/Attachments:



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Emergency Services

Work Session: April 04, 2024

Prepared By: T. Leist

Voting Session: April 18, 2024

Presenter: T. Leist

Public Hearing: Yes  No

Agenda Item Title: Presentation of Grant Award for Fixed Generator

**Background Information:**

In 2020, tropical storm Zeta moved through the southern United States. The State of Georgia declared a disaster and as part of that declaration, Dawson County submitted a request for a fixed generator for Rock Creek Park. This generator will allow the county to have the Rock Creek facility available and functional during a disaster or other emergencies.

**Current Information :**

We received notification that we were awarded the grant for a total approved cost of \$96,695 with a federal share of \$87,025.50 (90%), state share of \$3,867.80 (4%), and a local share of \$5,801.70 (6%). I am respectfully requesting that we accept this grant at a cost to the county of \$5,801.70 of matching funds.

**Budget Information:**

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion:

Department Head Authorization: TL

Date: 3/27/24

Finance Department Authorization: Vickie Neikirk

Date: 3/27/24

County Manager Authorization: J. Leverette

Date: 3/27/24

Comments/Attachments:

# GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

**BRIAN P. KEMP**  
GOVERNOR



**JAMES C. STALLINGS**  
DIRECTOR

March 26, 2024

Honorable Billy Thurmond  
Chairman  
Dawson County Board of Commissioners  
25 Justice Way  
Dawsonville, Georgia 30534

Dear Commissioner Turmond:

On behalf of Governor Brian P. Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated HMGP 4579-0009 Dawson County Fixed Generator Project, to purchase and install one (1) fixed generator. The total approved cost is \$96,695.00 with a federal share of \$87,025.50 (90%), state share of \$3,867.80 (4%), and a local share of \$5,801.70 (6%).

In conjunction with the award of the project, the Recipient has requested FEMA approval of Subrecipient Management Costs (SRMC) for anticipated personnel expenses. The 5 percent of the total award amount of \$4,809.75 has been approved and obligated.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please sign and return the agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404) 635-4573.

Sincerely,

*Valarie Grooms* for,  
James C. Stallings

mm/rl

Enclosures

cc: Troy Leist, Fire Chief/ Director  
Dawson County Emergency Management Agency  
Tim Reeve, Area Coordinator  
Georgia Emergency Management and Homeland Security Agency

## HAZARD MITIGATION GRANT PROGRAM Recipient-Subrecipient Agreement

On January 12, 2021, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from Tropical Storm Zeta. This document is the Recipient-Subrecipient Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4579-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206 Subpart N, Hazard Mitigation Grant Program. Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is the GEMA/HS Director, the Governor's Authorized Representative. The Subrecipient to this Agreement is DAWSON COUNTY. The interests and responsibilities of the Subrecipient will be executed by the DAWSON COUNTY agent, the Subrecipient Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

Exhibit "A": Assurances-Construction Programs, Standard Form 424 D

Exhibit "B": Project Administration Guidelines: Financial Assistance, Hazard Mitigation Grant Program

Exhibit "C": Certification regarding Drug-Free Workplace Requirements

Exhibit "D": Certification regarding Lobbying

Exhibit "E": Scope of Work

Exhibit "F": Progress Payment Request Form

Exhibit "G": Discrimination Complaints and Verification Form

Exhibit "H": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subrecipient on a 90 percent federal cost share and 4 percent state cost share basis for the hazard mitigation project(s) described in Exhibit "E". The Subrecipient shall be responsible for the remaining 6 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.
3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities

which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.

5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
6. The Subrecipient agrees that the mitigation project contained in this agreement will be completed by DAWSON COUNTY on or before MARCH 1, 2025. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
7. The written assurances provided by DAWSON COUNTY pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award.
9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

\_\_\_\_\_  
Governor's Authorized  
Representative

\_\_\_\_\_  
Subrecipient's Authorized  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT "A"**

**COVER PAGE FOR CURRENT  
ASSURANCES- CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  	TITLE  
APPLICANT ORGANIZATION  	DATE SUBMITTED  

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**EXHIBIT “B”**  
**GEORGIA EMERGENCY MANAGEMENT**  
**and HOMELAND SECURITY AGENCY**  
**Hazard Mitigation Grant Program**  
**Project Administration Guidelines: Financial Assistance**

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. Project Identification – The Federal Emergency Management Agency (FEMA) has assigned project number HMGP 4579-0009 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. Documentation – You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
  - A. Recipient-Subrecipient Agreement
  - B. Copies of checks, vouchers or ledger statements
  - C. Contracts awarded
  - D. Invoices or other billing documents
  - E. Progress reports
  - F. Record of advance or progress payments (where applicable)
3. Funding – Cost sharing has been established at 90% federal, 4% state, and 6% applicant.
4. Debarred and Suspended Parties – You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.
5. Procurement Standards – You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a Subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
  - A. Conflict of Interest Policy – The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2 CFR Section 200.318.

- B. Procurement – Perform procurement transactions in a manner providing full and open completion. Contracts and Procurements must be of reasonable cost, generally must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:
- 1) Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$10,000. Micro-purchases may be awarded without soliciting competitive quotes if the Subrecipient considers the price to be reasonable.
  - 2) Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$250,000 by obtaining several price quotes from different sources.
  - 3) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price.
  - 4) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price.
  - 5) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay.
- C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women’s business enterprises, and labor surplus area firms when possible.
- E. Include specific provisions in Subrecipient’s contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.
6. Payments
- A. Progress Payments
- 1) When progress payments are desired, you must submit a written request (on provided form at Exhibit “F”) and provide supporting documentation, such as an invoice and copies of check.
    - a. The first expenditure report is due by FEBRUARY 12, 2025, which is within 12 months of the FEMA award date. Subsequent expenditure reports are due annually or more

frequently as needed.

- 2) The Hazard Mitigation Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.
- 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.
- 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount.
- 5) Quarterly report submissions must be current in order to receive progress payments.

B. Advance Payments – Advance payments will be made on an exception basis only.

7. Subrecipient Performance – The scope of work (see Exhibit “E”) must be initiated within 90 days of this award notification.

- A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
- B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.

8. Award Expiration Date

- A. The award expiration date runs through MARCH 1, 2025 and has been established based on project milestones established by the applicant in their application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the award expiration date.
- B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the Subrecipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date. When fully justified, the State Hazard Mitigation Manager may extend the award expiration date.

9. Project Termination

- A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.
- B. The Subrecipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.

10. Environmental and Historic Preservation Conditions

- A. The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:
  - 1) Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires Recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
  - 2) If ground-disturbing activities occur during construction or demolition, Subrecipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

11. Equipment/Supplies – The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment, 200.314 Supplies, and must be in compliance with state laws and procedures.

12. Award Modifications

- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Award Modifications include:
  - 1) Any revision which would result in the need for additional funding.
  - 2) Transfers between budget categories.



- B. The Subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.
13. Appeals – You may submit an appeal on any item related to award assistance. Appeals must be submitted to the State Hazard Mitigation Manager within 90 days of the action which is being appealed.
14. Progress Reports
- A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
- B. The initial progress report will cover the period through MARCH 31, 2024. It must be submitted no later than APRIL 15, 2024.
- C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
15. Interim Inspections – Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.
16. Project Closeout
- A. When all work has been completed, you must notify your Hazard Mitigation Risk Reduction Specialist in writing to request project closeout.
- B. A desk review will be conducted by your Hazard Mitigation Risk Reduction Specialist.
17. Audits – If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts  
 Non-Profit and Local Government Audits  
 270 Washington Street, SW, Room 1-156  
 Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the GEMA/HS Hazard Mitigation Program at (404) 635-7522 or 1-800-TRY-GEMA.

**EXHIBIT "C"**  
**Certification Regarding Drug Free Workplace Requirements**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

A. The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient and Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Recipient's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**EXHIBIT "D"**

**CERTIFICATION REGARDING LOBBYING  
Certification For Contracts, Awards, Loans, and Cooperative Agreements**

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, award, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative

\_\_\_\_\_ Date

**EXHIBIT “E”**

**SCOPE OF WORK**

*Dawson County will purchase, install, and maintain one (1) Fixed Generator.*

Shown below is the funding level and scope of work for the Hazard Mitigation Grant Program project for DAWSON COUNTY. Any changes to this spreadsheet MUST RECEIVE PRIOR APPROVAL FROM GEMA/HS and will be maintained by GEMA/HS and shall supersede all previous versions.

Location	Generator (includes Shipping, Concrete Pad, initial fuel for testing)	Total Project Costs	Federal Share	State Share	Non-federal Share
445 Martin Road	\$96,695.00	\$96,695.00	\$87,025.50	\$3,867.80	\$5,801.70
<b>Totals</b>	<b>\$96,695.00</b>	<b>\$96,695.00</b>	<b>\$87,025.50</b>	<b>\$3,867.80</b>	<b>\$5,801.70</b>

**200 kW**  
**34.3641, -84.1199**  
**445 Martin Road**  
**Dawsonville, Georgia 30088**

**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

## **Sub- Applicant Management Cost**

Dawson County has been awarded subrecipient management costs in the amount of \$4,809.75. The subrecipient must provide documentation for reimbursement of management costs that were acquired during the project. The subrecipient management costs are not part of the total funding of the project and are not subjected to the local match portion.

These funds are separate and federally funded by FEMA.



**EXHIBIT "G"**

**DISCRIMINATION COMPLAINTS AND  
VERIFICATION FORM**



# **THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY**

## **Language Access Plan 2022**



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## **Purpose**

The intent of this Language Access Plan (the Plan) is to ensure the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) is prepared to address its responsibilities as a recipient of Federal Financial Assistance as they relate to the needs of individuals with limited English language skills. The Plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 200d, *et seq.*, and Executive Order 13166, to follow when providing services to, or interacting with, individuals who have limited English proficiency (LEP). Following these guidelines is essential to the success of our mission to protect life and property against man-made and natural disasters by directing the State’s efforts in the areas of prevention, preparedness, mitigation, response, and recovery.

GEMA/HS is a recipient of federal funds for a portion of its programs and, thus, obligated to reduce language barriers that can preclude Meaningful Access by LEP persons to GEMA/HS programs and GEMA/HS’ Subrecipients’ programs. GEMA/HS has prepared this Language Access Plan, which defines the actions to be taken to ensure Meaningful Access to Agency services, programs, and activities on the part of persons who have LEP.

## **Authority**

### **Title VI of the Civil Rights Act of 1964**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall “on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance.”

Section 602 authorizes and directs federal agencies that are empowered to extend Federal Financial Assistance to any program or activity “to effectuate the provisions of [section 601] \* \* \* by issuing rules, regulations, or orders of general applicability.” 42 U.S.C. 2000d-1.

### **Executive Order 13166**

Executive Order 13166, entitled “Improving Access to Services for Persons with Limited English Proficiency,” authorizes the implementation of regulations afforded by Title VI of the Civil Rights Act of 1964. Executive Order 13166 ensures LEP persons have Meaningful Access to federally conducted and funded programs and activities. This protection requires that LEP persons be provided an equal opportunity to benefit from services that are normally provided in English. Executive Order 13166 requires that federal agencies create plans for ensuring that their own activities also provide Meaningful Access for persons who are LEP.

## **Definitions**

**Beneficiary:** The ultimate consumer of federally funded programs who receives benefits from a federally funded recipient.

**Bilingual:** A person competent in two languages in equal aptitude in either oral or written form is considered bilingual.

**Customer:** Any individual or organization communicating with a GEMA/HS program.

**GEMA/HS LAP Coordinator:** GEMA/HS employees that collectively work together as the LAP Coordinator.

**Federal Financial Assistance:** Grants, loans, and advances of federal funds, the grant or donation of federal property and interests in property, or any other assistance as specified in 24 CFR Part I § 1.2(e).

**Focus Languages:** Languages, specifically Chinese, Korean, Spanish, and Vietnamese, identified through the Four-Factor Analysis as having a sufficient level of prevalence amongst LEP individuals in Georgia to warrant statewide efforts for written translations of vital documents.

**Interpretation:** The act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.

**Language Access Plan (LAP):** A written implementation plan that addresses identified needs of the LEP persons served.

**Language Assistance Services:** Oral and written language services needed to assist LEP individuals to communicate effectively with staff, and to provide LEP individuals with Meaningful Access to, and an equal opportunity to participate fully in, the services, activities, or other programs administered by GEMA/HS.

**Limited English Proficient (LEP) Individuals:** Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of their national origin. For purposes of Title VI and the LEP Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter. (HUD LEP Guidance). LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still demonstrate LEP for other purposes (e.g., reading or writing).

**Meaningful Access:** LEP individuals' accurate, timely, and effective participation in, or benefit from, federally funded programs that is meaningfully equivalent to that of non-LEP individuals, at no cost to the LEP individual.

**Multilingual staff or employee:** A staff person or employee who has demonstrated fluency in English and reading, writing, speaking, or understanding at least one other language as authorized by his or her Division.

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**Primary Language:** An individual's primary language is the language in which an individual most effectively communicates.

**Recipient:** Qualified applicants in compliance with 24 CFR §1.2(f) who are awarded Federal Financial Assistance. The Voluntary Compliance Agreement defines Recipient as "the meaning specified at 24 CFR §1.2(0)." 24 CFR §1.2(f) defines Recipient as "any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, organization, or other entity, or any individual, in any State, to whom Federal Financial Assistance is extended, directly or through another recipient, for any program or activity, or who otherwise participates in carrying out such program or activity (such as a redeveloper in the Urban Renewal Program), including any successor, assign, or transferee thereof, but such term does not include any ultimate beneficiary under any such program or activity."

**Subrecipient:** Any public or private agency, institution, organization, or other entity to whom Federal Financial Assistance is extended, through GEMA/HS for any program or activity, or who otherwise participates in carrying out such program or activity, but such term does not include any Beneficiary under any such program.

**Translation:** The replacement of written text from one language (source language) into an equivalent written text in another language (target language).

### **Policy**

GEMA/HS complies with all federal statutes and regulations in the administration of federally funded programs. Through the Plan, GEMA/HS will take timely and reasonable steps to provide LEP persons with Meaningful Access to programs and activities conducted by GEMA/HS and its Subrecipients. Access to GEMA/HS programs and services should not be impeded as a result of an individual's inability to speak, read, write, or understand English. GEMA/HS will review and update its LEP Four-Factor Analysis at least every five years.

The Plan requires communication of information contained in vital documents involving emergency services to all people in the state of Georgia. All interpreters, translators, and other aids needed to comply with the Plan shall be provided without cost to the person being served and will be informed of the availability of such assistance free of charge. Language assistance will be provided through the use of competent bilingual interpreters, contracts, or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All GEMA/HS employees will be provided notice of the Plan, and GEMA/HS employees that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

GEMA/HS will train staff, contractors, and Subrecipient administrators (program administrators who are expected to conduct a Four-Factor Analysis and other efforts described within this LAP), and local government officials on procedures to implement and continuously monitor and evaluate the implementation of LAPs in the state of Georgia.

Pursuant to the requirements of Title VI, Subrecipients of federal funds received through an administration grant/award made by GEMA/HS are also required to make reasonable efforts to provide timely, Meaningful Access for LEP persons to programs and activities. In order to do so, Subrecipients should first conduct an assessment to determine the need for language assistance within their service area. This is accomplished by conducting the Four-Factor Analysis, which is described in the Plan. After completion of the Four-Factor Analysis, the Subrecipients will understand the languages spoken by LEP persons in their service area and can determine how to provide needed language assistance.

Based upon the findings of the Four-Factor Analysis, and when deemed necessary, the Sub-Recipients should prepare a Language Access Plan addressing the Subrecipient's plan for ensuring Meaningful Access to programs and activities for LEP persons. A Subrecipient may conclude that different language assistance measures are sufficient for the different types of programs or activities in which it engages. For instance, a Subrecipient may determine that certain activities are more important and/or have greater impact on or contact with LEP persons, and thus such programs or activities require enhanced language assistance.

Subrecipients are also required to select an individual responsible for coordination of LEP compliance, train staff involved in programs and activities on LEP requirements, keep records of assistance provided and actions taken, and update the Four-Factor Analysis and LAP, as needed. GEMA/HS will monitor all Subrecipients to ensure LEP individuals receive Meaningful Access to GEMA/HS federally funded programs.

### **Four Factor Analysis**

In developing the Plan, GEMA/HS used the Four Factor LEP analysis, which considers the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services in the state of Georgia;
2. The frequency with which LEP individuals come in contact with GEMA/HS programs, activities or services;
3. The nature and importance of the program, activity or service provided to the LEP population; and
4. The resources available to GEMA/HS and the overall cost to provide assistance.

**Factor 1: Number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services.**

GEMA/HS used the U.S. Census Bureau’s American Community Survey (ACS), 2020: ACS 5-Year Estimates Data Profile of Georgia to determine the number of LEP persons throughout the State. Based on the data provided, GEMA/HS considers individuals who speak English less than “very well” as LEP persons. According to the ACS data, the state of Georgia has a total population of 9,864,494 persons five years old and older. Of the 9,864,494 persons, the ACS estimates that 536,491 persons or 5.44 percent of the State’s population are LEP.

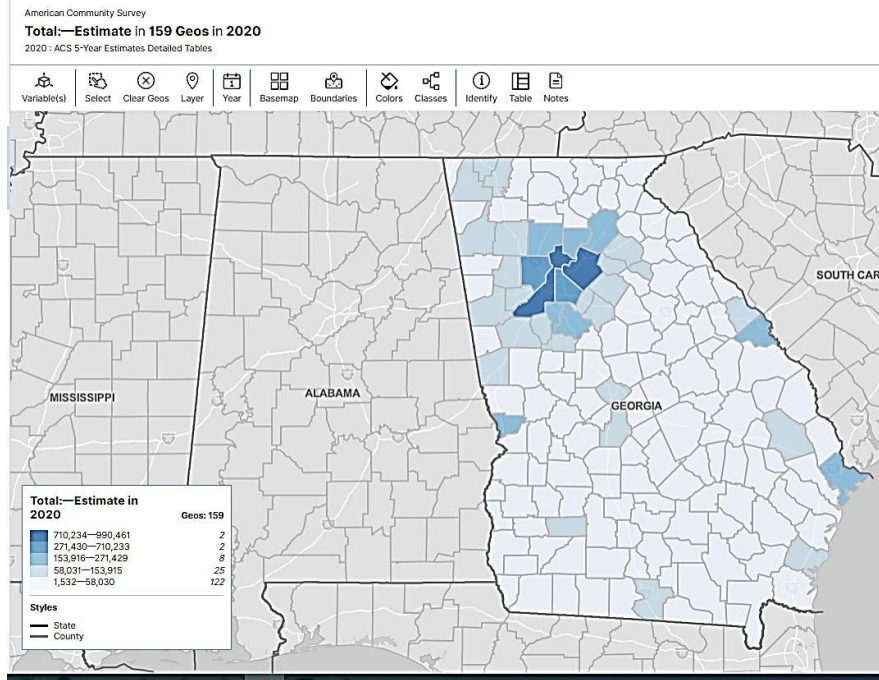
**MOST COMMON LANGUAGES SPOKEN AT HOME**

	<b>Total Number of speakers</b>	<b>Number who speak English less than “very well”</b>	<b>Percent of total population who speak English less than “very well”</b>
Total population 5 years and over	9,864,494	536,491	5.44%
Spanish	781,103	332,566	3.37%
Korean	47,879	24,252	0.25%
Vietnamese	52,832	32,588	0.33%
Chinese (incl. Mandarin, Cantonese)	51,251	25,814	0.26%
Arabic	20,010	6,025	0.06%
French, Haitian, or Cajun	53,999	11,186	0.11%
German or other West Germanic languages	27,898	3,488	.04%
Russian, Polish, or other Slavic languages	28,301	9,171	

Source: U.S. Census Bureau, 2020 American Community Survey (Table C16001 5 year estimate)

**2020 ACS 5-Year Estimates Detailed Tables for 159 Counties in Georgia**

## Languages Spoken at Home for the Population 5 Years and Over



Source: [U.S. Census Bureau, 2020 American Community Survey \(Table C16001 5 year estimate\)](#)

## COUNTIES WITH HIGHEST CONCENTRATION OF LEP PERSONS

	Total population (>age 5)	LEP population (number)	LEP population (percent)
Georgia	9,864,494	536,491	5.44%
Fulton County	990,461	49,465	5.00%
Gwinnett County	865,453	133,239	15.40%
DeKalb County	702,759	58,543	8.33%
Cobb County	710,233	49,527	6.97%
Muscogee County	181,372	4,258	2.35%
Chatham County	271,429	9,517	3.50%
Hall County	188,380	24,750	13.14%
Cherokee County	238,875	11,768	4.93%
Henry County	216,771	8,038	3.71%
Clayton County	265,889	24,413	9.18%
Richmond County	188,446	3,767	2.00%
Bartow County	99,540	3,219	3.23%
Forsyth County	222,422	13,626	6.13%
Floyd County	91,953	4,632	5.04%
Paulding County	153,915	2,823	1.83%

Coweta County	137,185	4,339	3.16%
Douglas County	136,211	6,480	4.76%
Troup County	65,591	1,186	1.81%
Rockdale County	84,942	4,714	5.55%
Walton County	87,651	1,694	1.93%
Jackson County	65,919	2,223	3.37%
Barrow County	75,774	4,407	5.82%
Clarke County	120,443	5,949	4.94%
Fayette County	108,463	3,994	3.68%
Spalding County	61,990	851	1.37%
Newton County	102,864	2,202	2.14%
Carroll County	111,220	3,567	3.21%
Lowndes County	108,509	2,127	1.96%
Dougherty County	82,900	1,076	1.30%
Glynn County	80,176	2,437	3.04%
Bulloch County	73,268	1,306	1.78%
Walker County	65,478	403	0.62%
Whitfield County	97,331	13,367	13.73%
Catoosa County	63,441	939	1.48%
Columbia County	144,458	4,931	3.41%
Bibb County	142,913	2,909	2.03%
Houston County	145,032	4,365	3.01%

**Factor 2: Frequency with which LEP individuals come in contact with programs, activities, or services.**

GEMA/HS is the lead agency when disasters strike, meaning that GEMA/HS employees are at the front line of responding to emergencies and coordinating preparedness and recovery efforts. GEMA/HS directs the recovery efforts by the State and helps connect locals to the nonprofit organizations that want to offer assistance. Many of these organizations provide emergency housing and shelter, access to transportation, food banks, childcare services, and public health programs, as well as long-term housing and support. Therefore, as the leaders of recovery efforts, our Agency is responsible for properly understanding the needs of the community and making sure the necessary resources are being deployed. To accomplish this function, GEMA/HS employees must have resources available to communicate with the population in need by having interpreter services readily available. Therefore, any information GEMA/HS posts regarding Federal Financial Assistance must be disseminated and accessible to diverse racial, ethnic, and LEP populations.

GEMA/HS encourages all Subrecipients, organizations, and community leaders to regularly engage with the communities they serve, especially those that are LEP. GEMA/HS' goal is to foster relationships with community-based organizations and local service offices, like legal aid,

which have a more established relationship with underserved communities, like LEP persons, to disseminate resources and information.

GEMA/HS anticipates increased contact with LEP persons as natural disasters become more prevalent, emergency situations more frequently arise, and the minority populations within the state of Georgia continues to grow. Given this likely outcome, GEMA/HS must make all necessary preparations to develop products that non-English speakers can read and understand.

**Factor 3: The nature and importance of the program, activity or service provided to the LEP population.**

In general, after a disaster the affected constituency relies heavily on GEMA/HS to lead them to resources, programs, and benefits. GEMA/HS must ensure LEP persons have equitable contact with these resources, programs, and benefits. Therefore, during post-disaster recovery GEMA/HS will work with the hired consultant to encourage affected counties to identify language services during the planning process so that LEP persons in concentrated areas of a county are not experiencing denial or delay of access to services.

**Factor 4: The resources available to GEMA/HS and the overall cost to provide assistance.**

GEMA/HS will take all reasonable steps to ensure Meaningful Access to LEP persons when preparing and planning for disaster events and after such events occur. Reasonable steps include working with local LEP community organizations, key stakeholders, and other government agencies to assist with language assistance. GEMA/HS will also leverage existing relationships with community organizations, including faith-based service groups, community associations, and service nonprofits in GA Voluntary Organizations Active in Disaster.

GEMA/HS will maintain LEP maps so that the Agency is consistently updating language materials that reflect the most prevalent languages spoken in areas affected by disasters. The Agency intends to research ethnic centers and venues diverse communities visit so that recovery and benefit information reaches LEP populations. GMA/HS will utilize its public platforms to post guidance and public service announcements in non-English languages.

Before, during, and after a disaster, GEMA/HS will coordinate with non-English media—in TV, print, and radio, as well as through online platforms and social media—to assist with sharing information to LEP populations.

**Complaint Procedures**

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient may submit an LEP complaint concerning the implementation or administration of any GEMA/HS program, activity, or service. Any such individual has the right, and is encouraged, to file a written complaint with the Federal Emergency Management Agency’s (FEMA) Office of Equal Rights (OER), the DHS’s Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.



1. If the complaint involves FEMA programs and activities, and programs and activities conducted by FEMA grant recipients, the complaint may be sent directly to FEMA OER by calling FEMA at 202-212-3535 and press 1 for Civil Rights, sending an email to [FEMACivilRightsOffice@fema.dhs.gov](mailto:FEMACivilRightsOffice@fema.dhs.gov), or by sending a written explanation to the FEMA OER.

The written explanation should be sent to:

FEMA's Office of Equal Rights  
Civil Rights Section  
500 C Street, SW  
Room 4SW-0915  
Washington, D.C. 20472

2. LEP complaints can also be sent to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: [CRCLCompliance@hq.dhs.gov](mailto:CRCLCompliance@hq.dhs.gov). A second available method is fax: 202-401-4708. The complaint may also be sent via mail to the following address:

U.S. Department of Homeland Security  
Office for Civil Rights and Civil Liberties  
Compliance Branch  
245 Murray Lane, SW  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

3. Additionally, LEP complaints can be sent directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: [language.access.coordinator@gema.ga.gov](mailto:language.access.coordinator@gema.ga.gov).

The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency  
Language Access Coordinator  
935 United Avenue SE  
Atlanta, Georgia 30316

### **Language Assistance and Interpretation Services**

GEMA/HS will improve its ability to identify LEP persons needing language assistance by:

1. Posting notice of the Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand at initial points of contact. GEMA/HS will display the language identification "I SPEAK" cards in all GEMA/HS offices and when traveling to any county or city when responding to an emergency or disaster.

2. All GEMA/HS field coordinators and front-facing staff will also be provided with “I Speak” cards to assist in identifying the language interpretation needed if the occasion arises.
3. All city staff will be informally surveyed periodically on their experience and frequency concerning any contacts with LEP persons during the previous year.

GEMA/HS will provide an opportunity for LEP persons to request an interpreter. Qualified foreign language interpreters will be provided by GEMA/HS, as needed. Whether or not an interpreter is used, there will always be information sheets available at headquarters, incident command centers, and at any point of contact GEMA/HS has with the community. These information sheets should always include questions and answers concerning the need for an interpreter. GEMA/HS will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include GEMA/HS personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary.

### **Training**

1. GEMA/HS will provide periodic training for all employees regarding:
  - a. Implementing the Plan’s procedures;
  - b. Understanding the requirements of Title VI of the Civil Rights Act, Executive Order 13166, and updates to federal guidance on LEP;
  - c. Locating and contacting language assistance services for GEMA/HS programs and Subrecipients’ programs, as needed;
  - d. Using “I Speak” cards and training Subrecipients to use them;
  - e. Preparing and testing communication strategies to ensure evacuation announcements and critical communications reach LEP populations;
  - f. Recording and responding to LEP complaints; and
  - g. Researching and updating population information so that GEMA/HS can best serve the current Georgia population.
2. GEMA/HS will facilitate LEP training for Subrecipients. Such training may be arranged:
  - a. In conjunction with grant management training;

- b. Online through the GEMA/HS website;
- c. At the request of the Subrecipient; or
- d. As a result of a grant program review.

### **Notification**

GEMA/HS will post the Plan on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS.

### **Complaint Procedures**

#### **GEMA/HS Procedures for Processing Complaint**

1. A group of GEMA/HS employees will collectively act as the Language Access Coordinator for processing complaints made by individuals who believe they have been denied the benefits associated with this Plan.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS Subrecipient concerning the implementation or administration of GEMA/HS any program, activity, or service involving the benefits of the Plan, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Language Access Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Language Access Coordinator.
4. For any complaint received by the Language Access Coordinator that is submitted directly to GEMA/HS, the Language Access Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Language Access Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General, the OER, or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the OER or CRCL, as appropriate.

6. Notwithstanding paragraph 5, for any LEP complaint concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS, GEMA/HS shall notify the OER or CRCL, as appropriate, in writing of the following:
  - a. Name of complainant;
  - b. Entity named in the complaint;
  - c. Description of the LEP complaint;
  - d. Steps being undertaken to investigate and resolve complaint; and
  - e. Interpretation resources to address the information or benefits the LEP person needed but did not receive.

In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OER or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

FEMA's Office of Equal Rights  
Civil Rights Section  
500 C Street, SW  
Room 4SW-0915  
Washington, D.C. 20472

U.S. Department of Homeland Security  
Office for Civil Rights and Civil Liberties  
Compliance Branch  
245 Murray Lane, SW  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

### **Monitoring Language Needs and Implementation**

GEMA/HS will continuously monitor and track changes in LEP populations, including what regions might require new language training services and what non-English languages are increasing throughout the population of Georgia. As part of a grant program review, GEMA/HS staff will review the Subrecipients' procedures for adequately providing language assistance to LEP persons. If the procedures do not exist, or are found to need improvement, GEMA/HS staff will send those findings to Subrecipient. At a minimum, the Subrecipient's response procedures should include:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and

- e. Notify complainant that a complaint of discrimination may be filed directly with the OER, CRCL, or GEMA/HS, and where to locate those procedures.

**Additional Resources:**

- **Georgia Department of Human Services (DHS)**  
Contact the Limited English Proficiency / Sensory Impairment (LEP/SI) Program  
Fax: (404) 657-1123  
lepsi@dhs.ga.gov  
2 Peachtree Street N.W.  
Suite 29-103  
Atlanta, GA 30303
  
- **Georgia Department of Community Affairs**  
Attn: Christy Barnes, DCA LAP Coordinator  
DCA 504 Coordinator  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231  
fairhousing@dca.ga.gov  
404-679-5291  
[https://www.dca.ga.gov/sites/default/files/dca\\_lap.pdf](https://www.dca.ga.gov/sites/default/files/dca_lap.pdf)
  
- **iSpeak ATL**  
<https://www.welcomingatlanta.com/ispeakatl/>  
Mayor's Office of Immigrant Affairs  
Suite 2400  
55 Trinity Ave SE  
Atlanta GA 303016  
Email: ispeakATL@atlantaga.gov
  
- Interpreters Unlimited (In person only – 800-726-9891)
- Language Line Services (Telephonic or recording – 800-752-6096)
- LATN, Inc. (In-person or telephonic – 800-943-5286)
- Peach State Health Plan Interpreter & Translation Services
- Contractor Listing for Translation and Interpretation Services
- Contractor Listing for Linguistic Training and Education Services
- American Association of Language Specialists
- American Translators Association
- Federal LEP Website

**Appendix 1: I Speak Card**

# I Speak...

## Language Identification Guide

**A**

Amharic  
እኔ አማርኛ ነው ምናረው.

Arabic  
أنا أتحدث اللغة العربية

Armenian  
Ես խոսում եմ հայերեն

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**B**

Bengali  
আমি বাংলা কথা বলতে পারি

Bosnian  
Ja govorim bosanski

Bulgarian  
Аз говоря български

Burmese  
ကျွန်ုပ်တို့/ကျွန်းုပ်တို့ မြန်မာ ဝို ဗိုလ်တတ် သတိ

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**C**

Cambodian  
ខ្ញុំនិយាយភាសាខ្មែរ

Cantonese  
我講廣東話 (Traditional)  
我讲广东话 (Simplified)

Catalan  
Parlo català

Croatian  
Govorim hrvatski

Czech  
Mluvim česky

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**D**

Danish  
Jeg taler dansk

Daif  
من دري حرف مي زنم

Dutch  
Ik spreek het Nederlands

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**E**

Estonian  
Ma räägin Eesti keelt

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**F**

Finnish  
Puhun suomea

French  
Je parle français

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**G**

German  
Ich spreche Deutsch

Greek  
Μιλώ τα ελληνικά

Gujarati  
હું ગુજરાતી બોલુ છું

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**H**

Haitian Creole  
M pale kreyòl ayisyen

Hebrew  
אני מדבר עברית

Hindi  
मैं हिन्दी बोलता हूँ ।

Hmong  
Kuv has Jug Mxoh

Hungarian  
Beszélök magyarul



**Q**

Qanjobal  
Ayin ti ch'i wal q' anjob' al

Quiche  
In binch'aw K'utix ch'e quiche

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**R**

Romanian  
Vorbesc românește

Russian  
Я говорю по-русски

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**S**

Serbian  
Ja govorim srpski

Sign Language  


Slovak  
Hovorím po slovensky

Slovenian  
Govorim slovensko

Somali  
Waxaan ku hadha af Soomaali

Spanish  
Yo hablo español

Swahili  
Ninaongea Kiswahili

Swedish  
Jag talar svenska

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**T**

Tagalog  
Mamunong akong mag-Tagalog

Tamil  
நான் தமிழ் பேசுவேன்

Thai  
พูดภาษาไทย

Turkish  
Türkçe konuşurum

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**U**

Ukrainian  
Я розмовляю українською мовою

Urdu  
میں اردو بولوں

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**V**

Vietnamese  
Tôi nói tiếng Việt

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**W**

Welsh  
Dwi'n siarad

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**X**

Xhosa  
Ndithetha isiXhosa

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**Y**

Yiddish  
איך רעד יידיש

Yoruba  
Mo nso Yoruba

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**Z**

Zulu  
Ngiyakholuma isiZulu

Executive Order 13166 requires DHS to take reasonable steps to provide meaningful access to its programs and activities for persons with limited English proficiency and - as also required by Title VI of the Civil Rights Act of 1964 - to ensure that recipients of federal financial assistance do the same.

*I Speak* is provided by the Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL). Other resources at [www.lep.gov](http://www.lep.gov)

Contact the DHS Office for Civil Rights and Civil Liberties' CRCL Institute at [CRCLTraining@dhs.gov](mailto:CRCLTraining@dhs.gov) for digital copies of this poster or a "I Speak" booklet.

Download copies of the DHS LEP plan and guidance to recipients of financial assistance at [www.dhs.gov/crcl](http://www.dhs.gov/crcl)





Georgia Emergency Management and Homeland Security Agency

**LIMITED ENGLISH PROFICIENCY COMPLAINT FORM**

The purpose of this document is to help you file a Limited English Proficiency (LEP) complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub- recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

**1. Information about the person who is filing the LEP complaint:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

Email (Optional): \_\_\_\_\_

**2. Information about the person(s) who failed to properly provide information to the LEP person:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

**3. Information about the agency or organization involved:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

**4. Are there other individuals or organizations involved in this LEP complaint?**

- Yes  
 No

**If yes, please provide their name, telephone number, and address below:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address                      City                      State                      Zip Code

**5. Describe the nature of the interaction and any suspected violations:**

**6. Explain in detail what happened, when, and how the person(s) or entity denied meaningful access to a GEMA/HS or sub-recipient service, activity, program, or other benefit.**

**7. What other information do you think might be helpful to an investigation?**

**8. Please list below any persons (witnesses, people involved, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address                      City                      State                      Zip Code



**9. Have you or others filed a case or complaint regarding this allegation with any of the following?**

- Office of Equal Rights, Federal Emergency Management Agency
- Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security
- U.S. Equal Employment Opportunity Commission
- Other Federal Agency
- Federal or State Court
- Other State of Georgia Agency, Authority, or Office
- Other: \_\_\_\_\_

**10. Issues with:**

- |  |   |
|--|---|
| <input type="checkbox"/> Spanish (Español)     | <input type="checkbox"/> Lack of signs informing the public of interpretation and translation |
| <input type="checkbox"/> Chinese 中国人           | <input type="checkbox"/> Lack of forms/materials/notices in a language I can understand       |
| <input type="checkbox"/> Korean 한국어            | <input type="checkbox"/> I was not offered an interpreter                                     |
| <input type="checkbox"/> Vietnamese Tiếng Việt | <input type="checkbox"/> I asked for an interpreter and was denied                            |
| <input type="checkbox"/> French (Français)     | <input type="checkbox"/> Lack of bilingual personnel, so delay in services                    |
| <input type="checkbox"/> Arabic برء            | <input type="checkbox"/> The interpreter's skills were not good                               |
|  | <input type="checkbox"/> I was unable to use the services, programs, or activities            |

**11. Information about the person filing this complaint, if the complaint is being submitted on behalf of another:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

Email (Optional): \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

You may submit the form by email to [language.access.coordinator@gema.ga.gov](mailto:language.access.coordinator@gema.ga.gov).

**Or send via U.S. Mail to the following address:**

Georgia Emergency Management and Homeland Security Agency  
Attention: Language Access Coordinator  
P.O. Box 18055  
Atlanta, Georgia 30316



# **THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY**

## **Responding to Discrimination Complaints Relating to Federal Grant Programs**

**2022**

### **Purpose**

The intent of this policy is to ensure that subrecipients which receive grant funds from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) do not discriminate against any client, customer, program participant, employee, or consumer based on race, color, religion, sex, national origin, age, English proficiency, or physical or mental disability. This policy establishes the procedures for GEMA/HS employees to follow when they receive or wish to make a complaint alleging discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice (DOJ) or the U.S. Department of Homeland Security (DHS), whether within GEMA/HS or a subrecipient.

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## **Complying with Laws and Policies that Prohibit Discrimination**

GEMA/HS shall comply with all applicable federal and state laws, rules, and regulations prohibiting discrimination. GEMA/HS shall appropriately address all complaints from any person who believes that a GEMA/HS subrecipient has discriminated against them in violation of federal and/or state law or regulation in the delivery of services or benefits.

### **Policy**

All employees, job applicants, clients, customers, program participants, and consumers of GEMA/HS and its subrecipients shall be treated equally regardless of race, color, religion, national origin, age, English proficiency, or physical or mental disability, sexual orientation, or gender identity.

Individuals have the right to participate in programs, activities, and services operated by GEMA/HS and its subrecipients without discrimination. Statutes and regulations that apply include, but are not limited to, the following:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 200d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C and D, and DHS implementing regulations at 6 C.F.R. Part 21 and 44 C.F.R. Part 7;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Titles I, II, and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. §12101-12213 and §12131-34), and the DOJ implementing regulations at 28 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. § 1681), the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D and 28 C.F.R. Part 54, and the DHS implementing regulations at 6 C.F.R. Part 17 and 44 C.F.R. Part 19;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I;
- Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services

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in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. §3601);

- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (34 U.S.C. §10228(c), see also 34 U.S.C. §11182(b)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38);
- The Victims of Crime Act (VOCA) of 1984, which prohibits discrimination based on race, color, religion, national origin, handicap, or sex (34 U.S.C. §20110(e));
- The Violence Against Women Act (VAWA) of 2013, which prohibits discrimination on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability (34 U.S.C. §12291(b)(13));
- The DHS regulation, which prohibits discrimination based on religion in social service programs (6 C.F.R. Part 19);
- Executive Order 13166, “Improving Access To Services For Persons With Limited English Proficiency”, which requires Federal agencies to develop and implement a plan to provide services to those persons with limited English proficiency (LEP) to ensure meaningful access to programs and activities conducted by those agencies;
- Georgia’s Fair Employment Practices Act of 1978, found at O.C.G.A. § 45-19-29, et seq., which prohibits public employers with 15 or more employees from engaging in discrimination on account of an individual’s race, color, religion, sex, age, national origin, or disability;
- Georgia’s Sex Discrimination in Employment Act of 1966, found at O.C.G.A. § 34-5-1, et seq., which mimics the Equal Pay Act of 1963, in that it prohibits discrimination between employees in the same establishment, on the basis of sex, in their compensation for comparable work;
- Georgia’s General Age Discrimination Law of 1971, found at O.C.G.A. § 34-1-2, which makes it a criminal misdemeanor to discriminate against any person between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction. The individual must be qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or her for which he or she applies;

- Georgia’s Equal Employment for Persons with Disabilities Code of 1981, found O.C.G.A. § 34-6A-1, et seq., which mimics the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended, in that it prohibits discrimination because of an individual's disability with respect to wages, rates of pay, hours, or other terms and conditions of employment because of such person's disability unless such disability restricts that individual's ability to engage in the particular job or occupation for which he or she is eligible. The Code has no administrative prerequisites to filing suit; and
- Atlanta Ordinance No. 2000-79, § 1, which applies to employers located within the City of Atlanta with ten or more employees. The Ordinance prohibits employment discrimination based on race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, or disability.

### **Definitions**

**Complaint Coordinator:** A person or persons designated by GEMA/HS to ensure that received complaints are acted upon in a timely manner.

**Discrimination:** The treatment or consideration of, or making a distinction in favor of or against, a person based on the person’s legally recognized protected category (including race, color, national origin, gender, age, sexual orientation, gender identity, religion, English proficiency, or disability) to which that person belongs rather on individual merit. There are various federal and state laws and rules that further describe the specific types of discrimination.

**Retaliation:** The act of harassing, threatening, demoting, firing, or otherwise negatively targeting a complainant as a direct result of the complainant opposing unlawful discrimination.

**Subrecipient:** A non-Federal entity that receives a grant sub-award from GEMA/HS to carry out part of a Federal program. A subrecipient does not include an individual that is a beneficiary of such a program.

### **Complaint Procedures**

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient may submit a complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS on behalf of him/herself or on behalf of another. Any such individual has the right, and is encouraged, to file a written complaint with the Office for Civil Rights in the DOJ (OCR), the DHS’s Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the relevant federal grant is funded by the DOJ, the complaint may be sent directly to the OCR using the *Complaint Verification Form* and *Identity Release Statement*, which are available at: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>.

The completed forms should be sent to:

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 Seventh Street NW  
Washington, D.C. 20531

2. If the relevant federal grant is funded by the DHS, the complaint may be sent directly to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: [CRCLCompliance@hq.dhs.gov](mailto:CRCLCompliance@hq.dhs.gov). A second available method is fax: 202-401-4708. The complaint may also be sent via mail:

U.S. Department of Homeland Security  
Office for Civil Rights and Civil Liberties  
Compliance Branch  
245 Murray Lane, SW  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

3. For federal grants funded by either DOJ or DHS, the complaint may also be submitted directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: [grants.complaint.coordinator@gema.ga.gov](mailto:grants.complaint.coordinator@gema.ga.gov). The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency  
Grants Complaint Coordinator  
935 United Avenue SE  
Atlanta, Georgia 30316

### **Additional Agencies for Filing Discrimination Complaints**

In addition to the option for filing a discrimination complaint with GEMA/HS, the OCR, or the CRCL, discrimination complaints may be filed directly with a court, as well as the following state and federal administrative agencies, whose function is to enforce state and federal laws that prohibit discrimination:

- Equal Employment Opportunity Commission (EEOC)  
<http://www.eeoc.gov/employees/charge.cfm>
- Georgia Commission on Equal Opportunity (GCEO)  
<https://gceo.georgia.gov/>

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## **GEMA/HS Procedures for Processing Complaint**

1. A group of GEMA/HS employees will collectively act as the Complaint Coordinator for processing complaints of discrimination associated with this policy.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS subrecipient concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Complaint Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Complaint Coordinator and that GEMA/HS employee should follow the procedures set out in HR-14, GEMA/HS's Grievance Procedures Policy.
4. For any complaint received by the Complaint Coordinator that is submitted directly to GEMA/HS, the Complaint Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Complaint Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General; the GCEO; the EEOC; the OCR; or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the EEOC, OCR, or CRCL, as appropriate.
6. Notwithstanding paragraph 5, for any complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, GEMA/HS shall notify the OCR or CRCL, as appropriate, in writing of the following:
  - a. Name of complainant
  - b. Entity named in the complaint
  - c. Description of the complaint of discrimination
  - d. Steps being undertaken to investigate and resolve complaint

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In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OCR or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 Seventh Street NW  
Washington, D.C. 20531

U.S. Department of Homeland Security  
Office for Civil Rights and Civil Liberties  
Compliance Branch  
245 Murray Lane, SW  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

### **Notification**

GEMA/HS will post this policy on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS.

### **Monitoring Subrecipients' Response Procedures**

As part of a grant program review, GEMA/HS staff will review the subrecipient's procedures for responding to discrimination complaints that employees, clients, customers, program participants, or consumers of the subrecipients have filed directly with the subrecipient. If the procedures do not exist, or are found to need improvement, the report to the subrecipient will note the findings. At a minimum, the subrecipient's response should:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and
- e. Notify complainant that a complaint of discrimination may be filed directly with the OCR, CRCL, EEOC, GCEO, or GEMA/HS, and where to locate those procedures.

### **Training**

1. GEMA/HS will provide periodic training for all employees regarding the discrimination complaint procedures.
2. GEMA/HS will facilitate civil rights requirements training for subrecipients. Such training may be arranged:



- a. In conjunction with grant management training;
- b. Online through the GEMA/HS website;
- c. At the request of the subrecipient; or
- d. As a result of a grant program review.



Georgia Emergency Management and Homeland Security Agency

**DISCRIMINATION COMPLAINT FORM**

The purpose of this document is to help you file a discrimination complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice or the U.S. Department of Homeland Security, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub-recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

**1. Information about the person who experienced the alleged discrimination:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

Email (Optional): \_\_\_\_\_

**2. Information about the person(s) who is alleged to have discriminated:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

**3. Information about the agency or organization involved:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

**4. Are there other individuals or organizations involved in this discrimination complaint?**

- Yes
- No

**If yes, please provide their name, telephone number, and address below:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address                      City                      State                      Zip Code

**5. Describe the nature of the alleged discrimination involved:**

**6. Explain in detail what happened, when, and how the alleged discrimination occurred. State who was involved and how other persons were treated differently.**

**7. What other information do you think might be helpful to an investigation?**

**8. Please list below any persons (witnesses, fellow employees, supervisors, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address                      City                      State                      Zip Code



**EXHIBIT "H"**  
**Federal Funding Accountability and Transparency Act Certification**

**In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.**

Sub-award Number: **HMGP 4579-0009**

Federal Agency Name: **Federal Emergency Management Agency**

CFDA Program Number and Program Title: **97.039 Hazard Mitigation Grant Program (HMGP)**

Sub-award Project Description: **Dawson County Fixed Generator**

1. Sub-awardee DUNS Number \_\_\_\_\_
2. Sub-awardee Name \_\_\_\_\_
3. Sub-awardee DBA Name \_\_\_\_\_
4. Sub-awardee Address \_\_\_\_\_
5. If DBA, Sub-awardee Parent DUNS Number \_\_\_\_\_
6. Sub-award Principle Place of Project Performance \_\_\_\_\_
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If **Yes**, continue to question 8. If **No**, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If **Yes**, continue to question 9. If **No**, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If **Yes**, continue to question 9. If **No**, questionnaire is complete.

10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_
- 4. \_\_\_\_\_ \$ \_\_\_\_\_
- 5. \_\_\_\_\_ \$ \_\_\_\_\_

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This section is for use by the Georgia Emergency Management and Homeland Security Agency Only.**

Sub-award Obligation/Agency Name: \_\_\_\_\_

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Sub-award Obligation/Action Date: \_\_\_\_\_



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Emergency Services

Work Session: April 4, 2024

Prepared By: Melissa Hawk

Voting Session: April 18, 2024

Presenter: Johnny Irvin

Public Hearing: Yes  No

Agenda Item Title: Presentation of Training Burn Building

**Background Information:**

The BOC approved SPLOST VII funds to replace the live fire training building during the 2024 budget process.

**Current Information:**

An RFP opened on March 14, 2024, receiving one proposal from Benning Construction Company in the amount of \$1,062,123. After three rounds of negotiations, a cost of \$864,073 was reached. This is a savings of \$198,050.

**Budget Information:**

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
325	3500	541300	\$1,000,000	\$1,000,000	\$864,073	\$135,927

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

**Recommendation/Motion:** Staff respectfully requests the Board to accept the offer received and award a contract to Benning Construction Company, in the amount of \$864,073.00, utilizing SPLOST VII funds.

Department Head Authorization: Troy Leist

Date: 03/27/24

Finance Department Authorization: Vickie Neikirk

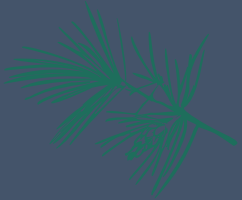
Date: 3/27/24

County Manager Authorization: J. Leverette

Date: 3/27/24

Comments/Attachments: Presentation

RFP #435-24  
DESIGN  
SERVICES – FIRE  
DEPARTMENT  
TRAINING BURN  
STRUCTURE



APRIL 4, 2024

WORK SESSION







## Background and Overview

- ❖ SPLOST VII Funds have been approved to replace the live fire training building.
- ❖ A Request for Proposal was released for design-build services on January 24, 2024 and opened on March 14, 2024.



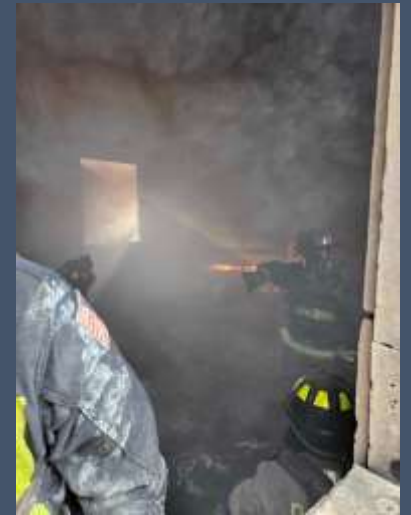
## Bid According to Policy

- ✓ 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 1 proposal



# Technical Proposals Evaluation Committee

- ❖ Fire Chief/EMA Director Troy Leist
- ❖ Division Chief of Operations/Training Johnny Irvin
- ❖ Division Chief of Administration/EMS Justin Mitchell
- ❖ Training Captain Cass Harris



## Scope of Work Overview

- ❖ Contractor to deliver a turn-key project to include:
  - Demolition/removal of current structure
  - Three-phased design services
    - Site inspection & Engineering
  - Construction of a four-story structure
    - Structure testing for NFPA 1402 2019 Edition Compliance
    - Moveable walls for configuration of the room changes
    - Stairs inside and outside of structure
    - Wireless heat monitoring system
  
- ❖ Contractor to provide all materials and labor



96





# Original Offer Received

Tasks	Benning Construction Company
Preliminary Design Phase	\$8,000.00
Detailed Schematic Design Phase	\$33,046.00
Final Design Phase	\$31,850.00
Construction of the Fire Training Burn Structure	\$619,676.00
<b>Total Proposal Design-Build Price</b>	<b>\$692,572.00</b>
Supervision, equipment rental, safety, documentation & as-built survey, temp utilities (w/generator), continuous clean up/dumpster; erosion control, clean existing asphalt, wheel cleaning, contingency, sales tax, Work Comp, Gen Liability & fee and bonds	\$369,551.00
<b>Total Turn-key Price</b>	<b>\$1,062,123.00</b>



# Negotiated Offer

Tasks	Benning Construction Company
Preliminary Design Phase	\$8,000.00
Detailed Schematic Design Phase	\$32,100.00
Final Design Phase	\$31,850.00
Construction of the Fire Training Burn Structure	\$619,476.00
<b>Total Proposal Design-Build Price</b>	<b>\$681,426.00</b>
Reduction in supervision, equipment rental, safety, documentation & as-built survey, temp utilities (w/generator), continuous clean up/dumpster; erosion control, clean existing asphalt, wheel cleaning, contingency, sales tax, Work Comp, Gen Liability & fee and bonds.	\$182,647.00
<b>All savings directly affect the overhead costs. No design or structure reduction took place during negotiations.</b>	
<b>Total Turn-key Price</b>	<b>\$864,073.00</b>



## Staff Recommendation

Staff respectfully requests the Board to accept the offer received and award a contract to Benning Construction Company, in the amount of \$864,073.00, utilizing SPLOST VII Funds.





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Emergency Services

Work Session: April 4, 2024

Prepared By: Justin Mitchell

Voting Session: April 18, 2024

Presenter: Justin Mitchell

Public Hearing: Yes  No

Agenda Item Title: Presentation of Clinical Agreement between NGTC and Dawson County

### Background Information:

Historically, technical colleges have asked surrounding services to allow their students to obtain real life experience while riding for free. North Georgia Technical College is asking for us to enter into a clinical agreement with them so their students can ride with us.

### Current Information:

This is an agreement that allows students from NGTC to ride here with Emergency Services. All scheduling and coordination would be done through myself and the clinical coordinator for NGTC.

### Budget Information:

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: Troy Leist

Date: 3/27/24

Finance Department Authorization: Vickie Neikirk

Date: 3/26/24

County Manager Authorization: J. Leverette

Date: 3/27/24

Comments/Attachments: \_\_\_\_\_



**Memorandum of Agreement  
between  
North Georgia Technical College and  
Dawson County, acting on behalf of Dawson County EMS**

**I. Purpose:**

The purpose of this Memorandum of Agreement (“Agreement”) is to provide instruction and practice for North Georgia Technical College Students (“Students”) at the Dawson County EMS. The instruction and practice is intended to benefit the College’s Students in accomplishing their educational goals and create a highly trained work force.

**II. Parties:**

North Georgia Technical College (hereinafter the “College”) and Dawson County EMS (hereinafter the “Facility”).

**III. Affiliating Agreement**

This is a mutual Agreement between the Facility and Dawson County, acting by and through its Board of Commissioners, on behalf of Dawson County Emergency Services, that provides for the Facility to accept Students in the healthcare sciences programs, especially Paramedical and Emergency Medical Services program, for College faculty coordinated clinical experience in the Students’ field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the College and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude Participant’s participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the College shall maintain control over the curriculum offered the College’s Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon, in writing, by the College and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

- D. The number of Students participating in each educational experience shall be determined by written mutual agreement of the parties and at any time may be modified by mutual agreement.
- E. The Facility will serve as a clinical laboratory and will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.
- F. The Facility will not be required to provide free treatment for Students or College faculty. Students or College faculty may request treatment from the Facility at their own personal expense. The College does not accept any liability or responsibility whatsoever for treatment individually requested by a College Student or College faculty member.
- G. Clinical rotation(s) will be planned by the College faculty of the College program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the College or licensing/certification Board.

**IV. The Facility Agrees To The Following:**

- A. Provide a program of clinical experience for the Students to engage in so as to benefit their knowledge of the Student's program of study at the College. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B. The Facility will retain responsibility for the care of the patients, clients and/or customers and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and/or patient, client or customer care.
- C. Observe the following personnel policies:
  - 1. College faculty and Students will be permitted to observe the College's calendar for holidays and events.
  - 2. Students will be allowed to make up time lost due to unavoidable absences.
  - 3. Students shall wear the accepted College uniform or conform to Facility policies regarding acceptable dress during the clinical experience.
  - 4. Faculty employed by the Technical College System of Georgia ("TCSG") or the College will be under the full jurisdiction of the College's administration.
- D. The Facility shall maintain insurance as it deems advisable to protect itself as appropriate given the College's limitations on liability for damages as described below in Paragraph V, subsections (I), (J) and (K).

- E. Make provisions for orientation of College faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- F. Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- G. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or College faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent for disclosure of test results to the College's infection control personnel.
- H. Facility staff shall, upon request, assist the College and College faculty in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.
- I. Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
  - 1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the College;
  - 2. The training is for the benefit of the Students;
  - 3. The Students do not displace regular employees of the Facility, but work under constant supervision of Facility employees;
  - 4. The Facility that provides the internship derives no immediate advantage, economic or otherwise, from the activities of the Students and, on occasion, the operations of the Facility may even be impeded;
  - 5. The Students are not necessarily entitled to a job at the Facility at the conclusion of the training period; and
  - 6. The Facility and the Students understand that the Students are not entitled to wages for the time spent in training.
- J. Provide a safe work environment for College faculty and Students.
- K. Assist and cooperate with the College in investigations related to complaints related to the educational experience at the Facility.

**V. The College Agrees To The Following:**

- A. Ensure that the College's Student Code of Conduct is enforced for the Students at the Facility. Any Student whose behavior, conduct, attitude, or attire is in conflict with the College's Student Code of Conduct will be subject to appropriate disciplinary actions.
- B. Provide College faculty in accordance with the required student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).
- C. Provide College faculty who have experience in specialty area where they will be supervising Students.
- D. Assure that Students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.
- E. Provide specific written clinical behavioral objectives for the Facility staff prior to Student rotation. Conferences will be scheduled with Facility staff during rotation to discuss Student learning, Student performance, and patient services.
- F. Submit a schedule with names of attending Students at least two weeks prior to the beginning of the Student's first day at the Facility.
- G. Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities).
- H. Require the observance of Facility policies and procedures by the Students and faculty.
- I. Assure that each Student and College faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.
- K. The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. § 50-21-20 et seq.)

L. The College shall, to the extent required by law or policy, offer to Students and College faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The College shall follow then current Technical College System of Georgia Policy following an exposure of a college faculty or Student.

M. Maintain the following information on each Student and College faculty member who will be participating in clinicals:

Name, address, medical and immunization record, Basic Life Support BLS certification.

#### **VI. Withdrawal of Student from Facility**

A. The Facility may request the College withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institute for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures and rules of the College or Facility.

B. The College may request the withdrawal from the Facility of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

#### **VII. Representatives**

Any communication regarding this contract should be directed to the following representatives:

For the College:

Charles Hill  
Emergency Medical Services Instructor  
Clarkesville Campus VTC 243  
1500 Hwy 197 North  
Clarkesville, GA 30523  
706-754-7808  
[Charles.hill@northgatech.edu](mailto:Charles.hill@northgatech.edu)

For the facility:

Justin Mitchell – EMS Division Chief  
393 Memory Lane  
Dawsonville, Ga 30534 (706)  
344-3666  
[jmitchell@dawsoncountyga.gov](mailto:jmitchell@dawsoncountyga.gov)

**VIII. Prohibition of Gratuities**

All of the parties hereby certify that the provisions of O.C.G.A. § 45-10-20 through § 45 10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities, have not been violated and will not be violated in any respect throughout the term of this Contract.

**IX. Additional Mutual Agreements**

- A. intentionally left blank
- B. intentionally left blank

**X. Miscellaneous**

A. Term

1.The terms and conditions of this agreement shall be periodically reviewed by the parties.

2.This agreement will remain in effect until March 31, 2027.

3. Either party may terminate this agreement upon a 90 day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the facility shall be given the opportunity to complete the educational experience.

B. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

C. Assignment

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

No amendment of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

F. Discrimination

North Georgia Technical College does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in its programs, admissions, employment, or any other activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies that include Title VI, Title IX, 4505. Inquiries concerning application of this policy may be referred to Dr. King and/or Kay Morgan.

**XI. ADDITIONAL PROVISIONS TO BE INCLUDED AS REQUESTED:**

**A. Background Check and Drug Screen (Two options:)**

a. Ideal (Clinic handles everything):

Before the Student begins his or her educational experience at the Facility, each Student will be required by the Facility to submit to drug screening, criminal history, and background check. All testing and results are to be controlled by the Facility. Students who refuse or fail to meet the Facility's standards on these tests may be withdrawn from participation in the clinical experience at the Facility at the Facility's request. No information regarding the specific deficiencies of the Student's test results shall be shared with the College.

b. Acceptable (College has limited involvement)

Before the Student begins his or her educational experience at the Facility, the College shall advise each Student that he/she will be required to submit to a background check by utilizing Advantage Students, PreCheck, and/or other service. Said background check shall be at Student Participant's sole expense. Results of the background check shall be provided to the Facility. The Facility shall have the right to require the withdrawal of any Student if he or she fails to meet the standards established by the Facility for an acceptable background check.

**B. Confidentiality**

a. Ideal:

Students and College Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record or other patient information. Students and College faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of the Facility regarding the confidentiality of patient information.

College acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. ("HIPAA") and its related regulations. College, Students and College faculty shall not request, use or further

disclose any Protected Health Information (“PHI”) other than for the treatment and training purposes specified in this Agreement. The College will promptly report to the Facility any uses or disclosures of which the College becomes aware of PHI in violation of this Agreement.

b. Acceptable additions

To the extent permitted by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.), College agrees that the College will not disclose to others confidential information of the Facility obtained during the course of the clinical experience. Information which the Facility wishes considered confidential shall be clearly marked and identified as “confidential.” No copies of confidential information shall be provided to College, College faculty or Students; all written copies are to remain at the Facility. Confidential information shall not include the terms and conditions of this Agreement or any other document the College would be required to produce under the Georgia Open Records Act.

**C. Licensing**

The College will not knowingly assign any College faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

**D. Exposures to Bloodborne or Other Pathogens**

Acceptable addition to College responsibilities (Section V):

In the event of an exposure, the College will be responsible for offering appropriate testing to the affected Student or College faculty, providing appropriate medical care, counseling, and recordkeeping in accordance with the College exposure control plan. In no instance shall the College’s responsibility as defined in the paragraph exceed a period of one year after the Student or College faculty leaves the program in accordance with State Policy.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties support the goals and objectives of this Memorandum and have hereunto executed this Memorandum of Understanding on the day and year first written above.

North Georgia Technical College

Dawson County Board of  
Commissioners, on behalf of Dawson  
County EMC

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

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



**MEMORANDUM OF UNDERSTANDING BETWEEN DAWSON COUNTY, ON BEHALF OF THE DAWSON COUNTY EMS ACADEMY, AND THE DAWSON COUNTY BOARD OF EDUCATION, ACTING ON BEHALF OF THE DAWSON COUNTY SCHOOL DISTRICT**

This Memorandum of Understanding (“Memorandum”) is made and entered into as of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Dawson County, by and through its Board of Commissioners, on behalf of the Dawson County EMS Academy (the “Academy”) and the Dawson County School District, by and through the Dawson County Board of Education (“School District”). The Academy and BOE are collectively referred to herein as the “Parties.”

**I. Purpose:**

The Academy is requesting the School District to allow the Academy’s students to be able to spend time in the clinical setting of the School District’s nursing stations in an effort to obtain pediatric contacts that will help the students meet the minimum requirements for state approval in graduating.

**II. Term:**

The term of the agreement is 4/1/2024 to 3/30/2025.

**III. Termination:**

The Memorandum may be terminated by any party, effective not sooner than thirty (30) days after receipt of written notice of such termination by the non-terminating party.

**IV. The Academy Will Provide:**

- Academy students who will be able to assist in basic life support (“BLS”) skills if needed
- A list of all Students with Dates/times/Places for attendance
- Students with clinical insurance
- Students with required documentation for preceptors to sign off
- The EMS Division Chief as the point of contact for exchange of information

**V. The Dawson School District will provide:**

- For Academy students to intern in School District clinics during the hours of a regular school day
- Sufficient time to allow students to gain knowledge, experience, and clinical hours
- An overview and outline of student intern's roles, responsibilities, and expectations while in the school clinics
- A registered nurse to supervise, oversee, and sign off on skills and knowledge checklists for student interns
- Maintenance of positive and effective communication between organizations
- Feedback to school registered nurses, student interns, and Dawson County EMS academy related to educational partnership.

**VI. Liability**

1. Loss. No party to this Memorandum shall hold the other liable for any loss or expense, to include third party complains or litigation, resulting from the actions or inaction of the other, so long as they are within the bounds of normal operating protocols and procedures.
2. Indemnification. The School District shall defend, hold harmless and indemnify the Academy and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from and services or activities undertaken by the Academy pursuant to this Memorandum. Likewise, the Academy shall defend, hold harmless and indemnify the School District and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from and services or activities undertaken by the School District pursuant to this Memorandum.
3. Relationship. Nothing contained in this Memorandum shall be so construed as to create a relationship or employer or employee, or principal and agent, partnership, or joint venture as between the Academy and School District. Nothing in this Memorandum shall be so construed as to provide either party with the authority to bind the other to any agreement, undertaking, cost, liability, or expense of any nature without the express written consent of the other.
4. Sovereign Immunity. Nothing contained in this Memorandum shall be deemed to constitute a waiver of Dawson County's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

**VII. Miscellaneous**

1. Assignment. No party hereto may assign any function or obligation undertaken by such party without written approval of the other party.
2. Validity. This Memorandum shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the validity of this Memorandum and the construction of its terms and interpretation of the rights and duties of the

parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Dawson County.

3. Authorization. Each of the individuals executing this Memorandum on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Memorandum has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof.
4. Execution. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties support the goals and objectives of this Memorandum and have hereunto executed this Memorandum of Understanding on the day and year first written above.

Dawson County Board of Commissioners, on  
behalf of Dawson County EMS Academy

Dawson County Board of Education, on  
behalf of the Dawson County School  
District

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

\_\_\_\_\_  
Nicole LeCave, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Attest:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Public Works

Work Session: April 4, 2024

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

Voting Session: April 18, 2024

Presenter: Robert Drewry

Public Hearing: Yes \_\_\_\_\_ No

Agenda Item Title: Presentation of Repairs to the Indian Cove Road Culvert

**Background Information:**

The county let a bid on April 14, 2023, to replace the 36” corrugated metal pipe on Indian Cove Road - structure #785 - with a 36” x 150’ reinforced concrete cross-drain pipe. No bids were received for this scope of work. However, a negotiated price of \$145,585 was received from Townley Construction to line the existing culvert. This alternate scope was rejected by the county.

**Current Information:**

In our search for an affordable and viable choice, Public Works contacted Utility Asset Management to obtain a proposal to restore the pipe using a technique entailing the spincast/nozzle application of an 8,000psi fiber reinforced pipe repair mortar. This substance will be applied at a minimum finished thickness of 1-inch, for a total of \$39,594.

**Budget Information:**

Applicable: XX Not Applicable: \_\_\_\_\_

Budgeted: Yes XX No \_\_\_\_\_

Fund	Department	Account #	Budget	Balance	Requested	Remaining
325	4220	541400				

\*If this is a personnel-related request, has it been reviewed by Human Resources? \_\_\_\_\_

\*If this item is being requested to move to the same day’s voting session for BOC consideration, provide *detailed justification* for the request:

**Recommendation/Motion:** Waive the Purchasing Policy Ordinance requiring sealed bids for this project and allow Purchasing to create a PO to Utility Asset Management for this work in the amount of \$39,594, utilizing SPLOST VII funds.

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Department Authorization: Vickie Neikirk

Date: 3/26/24

County Manager Authorization: J. Leverette

Date: 3-26-24

Comments/Attachments: \_\_\_\_\_



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: April 4, 2024

Prepared By: Robert W. Drewry, Director of Public Works

Voting Session: April 18, 2024

Presenter: Robert W. Drewry

Public Hearing: Yes \_\_\_\_\_ No

Agenda Item Title: Board consideration and approval of a Resolution to condemn property interest in Tax Parcel # 090 015 001 (Portion); Parcel Owner: Burt Creek Farms, LLC; of the SR 136 at Shoal Creek Road Project – Parcel 04 with authorization for the Chairman to execute documents in furtherance of same.

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.

Current Information:

Parcel #4 is owned by Burt Creek Farms, LLC. The project requires 11,060.47 square feet of temporary construction easements and 0.014 acres of fee simple right of way. The temporary easements will terminate upon completion of the project.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401			\$1600	

Recommendation/Motion:

Department Head Authorization: \_\_\_\_\_ RWD \_\_\_\_\_

Date: March 22, 2024

Finance Dept. Authorization: Vickie Neikirk

Date: 3/26/24

County Manager Authorization: J. Leverette

Date: 3/26/24

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Comments/Attachments:

# **DAWSON COUNTY, GA**

SR 136 @ Shoal Creek Rd  
Parcel 04

Tax Parcel I.D #: 090 015 001

Property Owner: Burt Creek Farms, LLC

FOR BOC REVIEW, CONSIDERATION,  
AND EXECUTION:

- (1) Resolution<sup>1</sup>
- (2) Declaration of Taking<sup>2</sup>
- (3) Order to Condemn<sup>3</sup>

---

<sup>1</sup> Keep original Resolution with Dawson County, return Certified Resolution to Jarrard & Davis, LLP

<sup>2</sup> Return original Declaration of Taking to Jarrard & Davis, LLP

<sup>3</sup> Return original Order to Condemn to Jarrard & Davis, LLP



RESOLUTION

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE  
THE DAWSON COUNTY POWERS OF EMINENT DOMAIN  
IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY  
SITUATED IN DAWSON COUNTY, GEORGIA,  
FOR PUBLIC ROAD AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, counties may acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and,

WHEREAS, the governing authority of Dawson County, Georgia, a political subdivision of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the acquisition of certain interests in property for county road and/or other transportation purposes.

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED,** Angela Davis, County Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the Dawson County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit “A” which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of Dawson County, said property now or formerly vested in Burt Creek Farms, LLC, their successors or assigns. It is further resolved that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment. The Chairman may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and Order of the Board of Commissioners.

ADOPTED by the Dawson County Board of Commissioners this \_\_\_ day of \_\_\_\_\_, 2024.

**Dawson County Board of Commissioners:**

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

\_\_\_\_\_  
Seth Stowers, District 1 Commissioner

**[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]**

**[CONTINUED FROM THE PREVIOUS PAGE]**

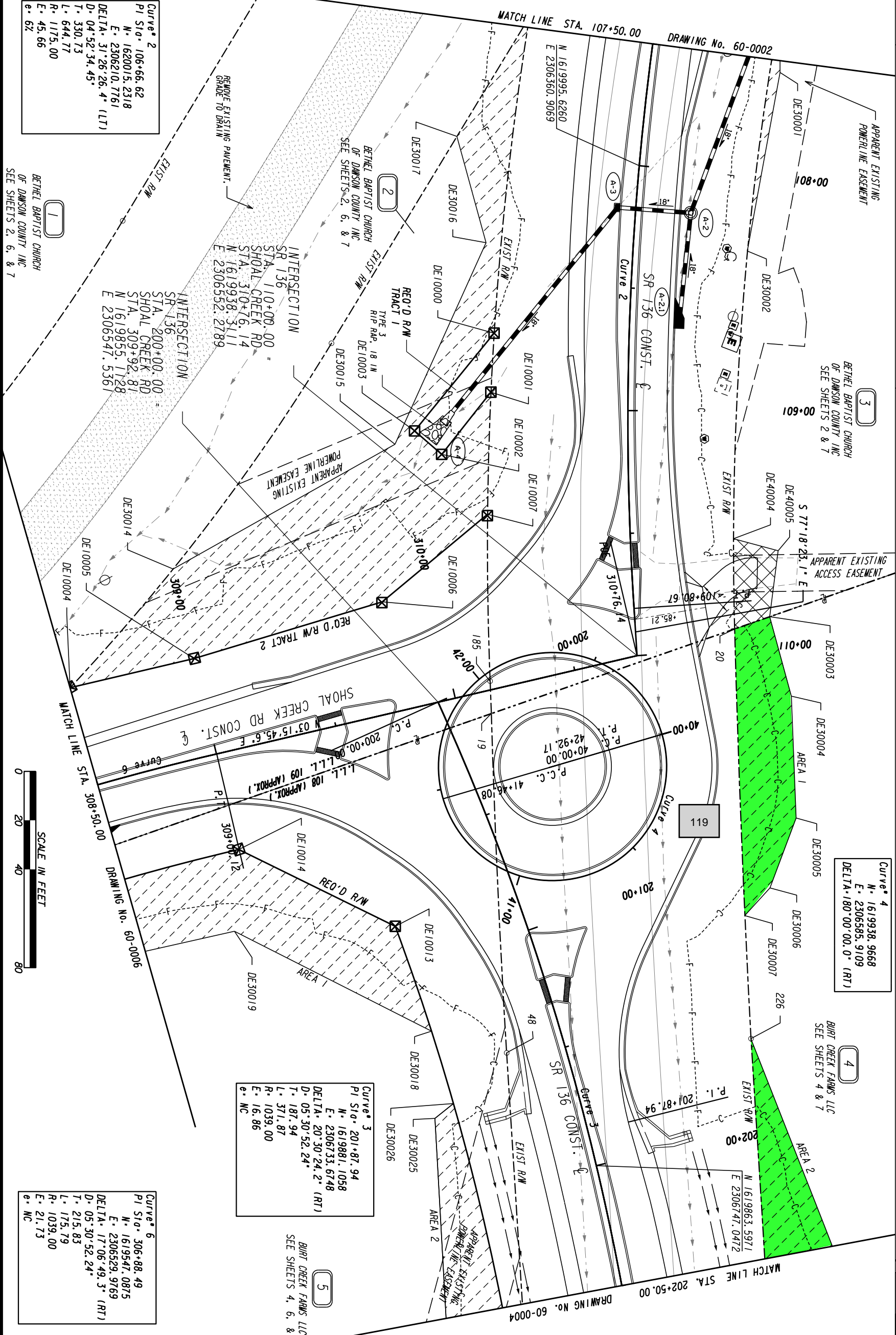
\_\_\_\_\_  
Chris Gaines, District 2 Commissioner

\_\_\_\_\_  
Alexa Bruce, District 3 Commissioner

\_\_\_\_\_  
Emory Dooley, District 4 Commissioner

Attest:

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



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 - EW, SENSITIVE AREA

DATE REVISIONS DATE REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**

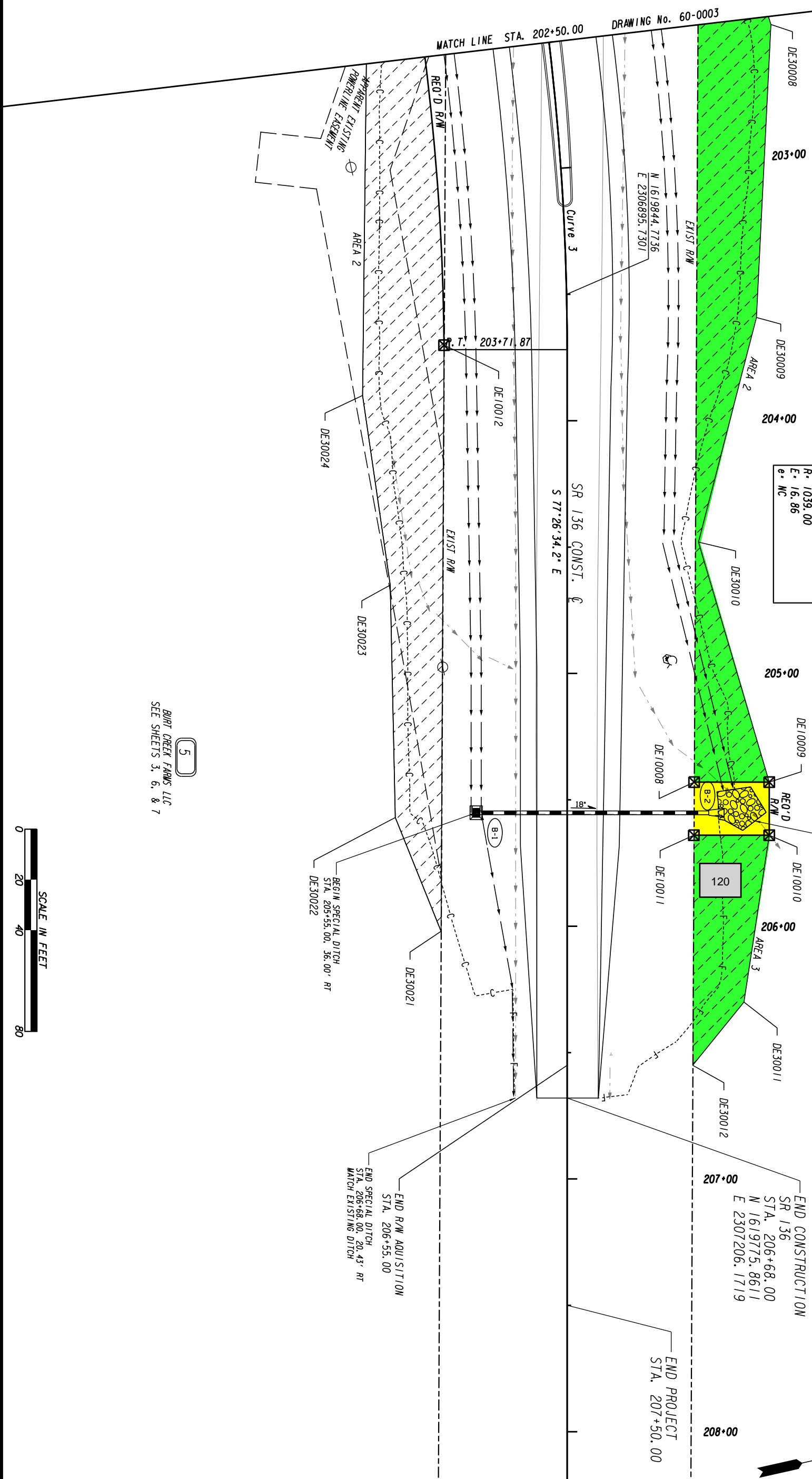
PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108, 109  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 3 OF 8

SCALE IN FEET  
 0 20 40 80

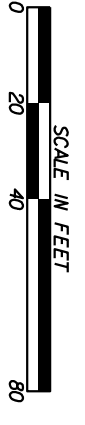
DRAWING No. 60-0003

**4**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 3 & 7

**Curve 3**  
 PI Sta. 201+87.94  
 N = 1619881.1058  
 E = 2306733.6748  
 DELTA = 20°30'24.2" (RT)  
 D = 05°30'52.24"  
 T = 187.94  
 L = 371.87  
 R = 1039.00  
 e = 16.86  
 MC



**5**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 3, 6, & 7



**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  
**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 - EW, SENSITIVE AREA**

DATE	REVISIONS	DATE	REVISIONS

**DAWSON COUNTY PUBLIC WORKS**

**RIGHT OF WAY MAP**

PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 4 OF 8

DRAWING NO. **60-0004**





**LEGAL DESCRIPTION**

PROJECT NO.: Right of Way of Proposed SR 136 at Shoal Creek Road  
P.I. NO.: 0120048  
PARCEL NO.: 04  
DATE OF R/W PLANS: July 14, 2023  
REVISION DATE: N/A

**Required Right of Way**

Being a strip or parcel of land running in, through, over and across the property now or formerly owned by BURT CREEK FARMS, LLC, as described in a deed recorded among the Land Records of Dawson County, Georgia in Deed Book 1323, Page 212, said strip or parcel being shown on a Right of Way sketch prepared by POND, and attached hereto, and said strip or parcel lying and being in Land Lot 108, 4<sup>th</sup> Land District, Georgia Militia District 1178, Dawson County, Georgia, and being more particularly described as follows:

Beginning at a point 50.26 feet left and opposite station 205+43.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR SR136; thence N 12°33'25.8" E a distance of 29.74 feet to a point 80.00 feet left of and opposite station 205+43.00 on said construction centerline laid out for SR136; thence S 77°26'34.2" E a distance of 21.00 feet to a point 80.00 feet left of and opposite station 205+64.00 on said construction centerline laid out for SR136; thence S 12°33'25.8" W a distance of 29.84 feet to a point 50.16 feet left of and opposite station 205+64.00 on said construction centerline laid out for SR136; thence N 77°09'42.9" W a distance of 21.00 feet back to the POINT OF BEGINNING.

The above described parcel contains ± 0.014 acres (625.62 sq. ft.), more or less.

**Required Temporary Construction Easement**

This temporary easement grants the right to execute certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Dawson County, Georgia may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required slopes within the easement area shown on the attached plats. Said easement will expire on \_\_\_\_\_, 2026, or upon completion and final acceptance of the Project above by Dawson County, Georgia, whichever shall first occur.

**Area #1:**

Beginning at a point 40.31 feet left and opposite station 109+91.75 on said construction centerline laid out for SR136; running thence N 2°48'42.9" W a distance of 15.24 feet to a point 55.00 feet left of and opposite station 109+87.68 on said construction centerline laid out for SR136; thence S 88°47'30.9" E a distance of 33.58 feet to a point 133.61 feet left of and opposite station

200+50.71 on said construction centerline laid out for SR136; thence S 75°49'48.3" E a distance of 49.69 feet to a point 118.12 feet left of and opposite station 200+92.83 on said construction centerline laid out for SR136; thence S 53°02'05.9" E a distance of 30.44 feet to a point 98.87 feet left of and opposite station 201+14.19 on said construction centerline laid out for SR136; thence S 31°16'51.5" E a distance of 15.27 feet to a point 85.62 feet left of and opposite station 201+21.16 on said construction centerline laid out for SR136; thence northwesterly 116.91 feet along the arc of a curve (said curve having a radius of 5896.99 feet and a chord distance of 116.91 feet on a bearing of N 75°38'07.9" W) back to the POINT OF BEGINNING.

The above described parcel contains ± 0.051 (2,221.25 sq. ft.) acres more or less.

**Area #2:**

Beginning at a point 73.83 feet left of and opposite station 201+66.55 on said construction centerline laid out for SR136; running thence N 84°58'34.3" E a distance of 94.23 feet to a point 88.00 feet left of and opposite station 202+53.00 on said construction centerline laid out for SR136; thence S 74°37'31.7" E a distance of 116.07 feet to a point 75.00 feet left of and opposite station 203+60.00 on said construction centerline laid out for SR136; thence S 62°58'28.5" E a distance of 91.77 feet to a point 52.00 feet left of and opposite station 204+48.00 on said construction centerline laid out for SR136; thence N 86°08'05.9" E a distance of 99.04 feet to a point 80.00 feet left of and opposite station 205+43.00 on said construction centerline laid out for SR136; thence S 12°33'25.8" W a distance of 29.74 feet to a point 50.26 feet left of and opposite station 205+43.00 on said construction centerline laid out for SR136; thence N 77°09'42.9" W a distance of 389.62 feet back to the POINT OF BEGINNING.

The above described parcel contains ± 0.159 (6,936.81 sq. ft.) acres more or less.

**Area #3:**

Beginning at a point 50.16 feet left of and opposite station 205+64.00 on said construction centerline laid out for SR136; running thence N 12°33'25.8" E a distance of 29.84 feet to a point 80.00 feet left of and opposite station 205+64.00 on said construction centerline laid out for E SR136; thence S 68°49'37.9" E a distance of 66.75 feet to a point 70.00 feet left of and opposite station 206+30.00 on said construction centerline laid out for E SR136; thence S 38°22'51.7" E a distance of 32.20 feet to a point 49.71 feet left of and opposite station 206+55.00 on said construction centerline laid out for E SR136; thence N 77°09'42.9" W a distance of 91.00 feet back to the POINT OF BEGINNING.

The above described parcel contains ± 0.044 (1,902.41 sq. ft.) acres more or less.

## EXHIBIT “A”

### DECLARATION OF TAKING

**WHEREAS**, Dawson County, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit “A,” and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.*, and

**WHEREAS**, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit “A,” and made a part hereof; and

**WHEREAS**, Dawson County, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above-referred to, a copy of the appraiser’s sworn statement being attached hereto identified as Appendix C to Exhibit “A,” and made a part hereof; and

**WHEREAS**, in consequence of the sworn statement, Appendix C to Exhibit “A,” Dawson County, Georgia estimates \$1,600.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit “A” which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

**NOW, THEREFORE**, the premises considered, Dawson County, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit “A,” which



is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

This \_\_\_ day of \_\_\_\_\_, 2024.

---

**BILLY THURMOND**, Chairman  
Dawson County Board of Commissioners

ATTEST:

---

**Kristen Cloud**, Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel

Patrick D. Jaugstetter  
Georgia Bar No. 389680  
Priya M. Patel  
Georgia Bar No. 869743

**JARRARD & DAVIS, LLP**

222 Webb Street  
Cumming, Georgia 30040  
(678) 455-7150 – telephone  
(678) 455-7149 – facsimile  
Attorneys for Condemnor

**ORDER OF THE DAWSON COUNTY BOARD OF COMMISSIONERS TO CONDEMN  
PROPERTY FOR PURPOSES OF CONSTRUCTING AND IMPROVING A PUBLIC  
TRANSPORTATION PROJECT**

WHEREAS, the Board of Commissioners of Dawson County has laid out and determined to construct a public transportation facility for Dawson County at parcel identification number 090 015 001 (portion), being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit “A” to the Petition for Condemnation).

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit “A” to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	0.014 acres of fee simple right of way; 11,060.47 sq. ft. of temporary easement for the construction of slopes
Owner(s):	Burt Creek Farms, LLC
Potentially Interested Parties:	Southern Conservation Trust, Inc.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Board of Commissioners of Dawson County that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit “A” of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq.* for public road purposes or other transportation purposes.

IT IS ORDERED that Dawson County proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit “A” to the Petition for Condemnation) by condemnation under the provisions of said Code, and County Attorney Angela Davis or her designees are authorized and directed to file condemnation

proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

**SO ORDERED** by the Dawson County Board of Commissioners, this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
**BILLY THURMOND**, Chairman  
Dawson County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Kristen Cloud, Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel  
Patrick D. Jaugstetter  
Georgia Bar No. 389680  
Priya Patel  
Georgia Bar No. 869743

**JARRARD & DAVIS, LLP**  
222 Webb Street  
Cumming, Georgia 30040  
678-455-7150 (telephone)  
678-455-7149 (facsimile)  
[patrickj@jarrard-davis.com](mailto:patrickj@jarrard-davis.com)  
[ppatel@jarrard-davis.com](mailto:ppatel@jarrard-davis.com)

Attorneys for Dawson County, Georgia



# JARRARD & DAVIS, LLP

222 WEBB STREET  
CUMMING, GEORGIA 30040

JENNIFER MCCALL,  
ASSOCIATE  
JMCCALL@JARRARD-DAVIS.COM

PHONE: 678-455-7150  
FAX: 678-455-7149  
WWW.JARRARD-DAVIS.COM

December 22, 2023

**VIA CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED- 7022 3330 0001 5420 4453**

Burt Creek Farms, LLC  
c/o Universal Registered Agents, Inc., Registered Agent  
900 Old Roswell Lakes Parkway  
Suite 310  
Roswell, Georgia 30076

**VIA CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED- 7022 3330 0001 5420 4460**

Burt Creek Farms, LLC  
6435 Shiloh Road, Suite B  
Alpharetta, Georgia 30005

**VIA CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED- 7022 3330 0001 5420 4477**

Burt Creek Farms, LLC  
1624 Burt Creek Road  
Dawsonville, Georgia 30534

**VIA REGULAR MAIL**

Burt Creek Farms, LLC  
P.O. Box 2249  
Cumming, Georgia 30028

**Re: SR136 @ Shoal Creek Road Roundabout Project No. 0120048  
Project Parcel Nos. 4 and 5 (Tax Parcel No. 090 015 001)**

Dear Universal Registered Agents, Inc.,

We represent Dawson County, a political subdivision of the State of Georgia (the "County"), as its County Attorney. The County Public Works Department has developed a plan to improve the intersection of State Route 136 and Shoal Creek Road to include the construction of a roundabout (the "Project"). The County must acquire certain real property interests from some of the abutting property owners, including the parcels referenced below currently owned by Burt Creek Farms, LLC ("Burt Creek").

By now you have probably noticed the preliminary activity around the Project site, including surveying work, and the County's appraiser has already reached out regarding the Project as well. To accommodate the Project, the County must acquire certain real property interests as reflected on the

enclosed Right of Way Plans. Specifically, the County must acquire Temporary Construction Easements and Right of Ways on both Project Parcel #4 and Project Parcel #5.

In accordance with applicable state law, the County is required to initiate its negotiation for the acquisition of these real property interests by offering to purchase such interests at the fair market value established by an independent appraiser. Based on that information, the County will purchase the necessary real property interests as follows:

**Project Parcel 4**

0.014 acres (625.62 square feet) of Right of Way	<b>\$ 350.00</b>
Area 1- 0.051 acres (2,221.25 square feet) of Temporary Construction Easement	
Area 2- 0.159 acres (6,936.81 square feet) of Temporary Construction Easement	
Area 3- 0.044 acres (1,902.41 square feet) of Temporary Construction Easement	
Total - 0.254 acres of Temporary Construction Easement	<b>\$ 1,250.00</b>
<b>Project Parcel 4 Total</b>	<b>\$ 1,600.00</b>

**Project Parcel 5**

0.328 acres (14,295.44 square feet) of Right of Way	<b>\$ 7,890.00</b>
Area 1- 0.138 acres (6,019.96 square feet) of Temporary Construction Easement	
Area 2- 0.217 acres (9,454.92 square feet) of Temporary Construction Easement	
Total - 0.355 acres of Temporary Construction Easement	<b>\$ 1,710.00</b>
<b>Project Parcel 5 Total</b>	<b>\$ 9,600.00</b>
<b>TOTAL</b>	<b>\$ 11,200.00</b>

Enclosed you will find an Agreement for Purchase and Sale of Realty regarding the County's acquisition of the necessary real property interests needed from the abutting Burt Creek property as delineated above. Please review the proposed agreement and let us know if you have any questions about the terms. Throughout this process, should you have any questions or concerns, please do not hesitate to reach out to me or my paralegal, Leslie Trimmer, by calling the office number or by email communication at [Ltrimmer@jarrard-davis.com](mailto:Ltrimmer@jarrard-davis.com).

Thank you for your attention and cooperation in this process. If you would like additional information about the Project, please let me know. Also, if desired, we can coordinate a meeting at the County's administrative offices to provide an opportunity to discuss the Project with County staff.

Lastly, we ask that you contact our office within ten (10) days of receipt of this notice, so we may discuss proceeding with the purchase of the above-mentioned real property interests. If we are unable to successfully negotiate the acquisition of the above interests, the County will have no choice but to commence a condemnation action to acquire the necessary property interests to complete the Project. However, the County seeks to avoid proceeding with such action and hopes that the parties can work together to reach an agreement.

Sincerely,

**JARRARD & DAVIS, LLP**

*/s/ Jennifer McCall*

Jennifer McCall, Associate

Cc: Robert Drewry, Director of Public Works (*via email*)

Enc.

**AGREEMENT TO PURCHASE REAL ESTATE**

Dawson County P.I. #0120048  
SR 136 at Shoal Creek Road  
Parcels # 4 and 5  
Tax Parcel ID # 090 015 001  
Owners: Burt Creek Farms, LLC

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:

Required right-of-way and temporary easement rights through that tract or parcel of land located in Land Lot 108 of the 4<sup>th</sup> Land District, G.M.D 1178, Dawson County, Georgia, and being more particularly described and depicted on "Exhibit A" attached hereto and made a part hereof by reference. To wit,

**Parcel 090 015 001**

**Project Parcel 4**

0.014 acres (625.62 square feet) of Right of Way	<b>\$350.00</b>
Area 1- 0.051 acres (2,221.25 square feet) of Temporary Construction Easement	
Area 2- 0.159 acres (6,936.81 square feet) of Temporary Construction Easement	
Area 3- 0.044 acres (1,902.41 square feet) of Temporary Construction Easement	
<b>Total - 0.254 acres of Temporary Construction Easement</b>	<b><u>1,250.00</u></b>

<b>Project Parcel 4 Total</b>	<b><u>\$1,600.00</u></b>
-------------------------------	--------------------------

**Project Parcel 5**

0.328 acres (14,295.44 square feet) of Right of Way	<b>\$7,890.00</b>
Area 1- 0.138 acres (6,019.96 square feet) of Temporary Construction Easement	
Area 2- 0.217 acres (9,454.92 square feet) of Temporary Construction Easement	
<b>Total - 0.355 acres of Temporary Construction Easement</b>	<b><u>\$1,710.00</u></b>

<b>Project Parcel 5 Total</b>	<b><u>\$ 9,600.00</u></b>
-------------------------------	---------------------------

<b>TOTAL</b>	<b><u>\$ 11,200.00</u></b>
--------------	----------------------------

For the sum of \$11,200.00, the undersigned agrees to execute and deliver to Dawson County Right of Way and Temporary Easements to the lands owned by the undersigned as reflected on the attached "Exhibit A."

\* \* \* \* \*

The following conditions are imposed upon the conveyance and grant herein described:

- 1) The consideration recited (\$11,200.00) 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 \_\_\_\_\_, 2023.

**BURT CREEK FARMS, LLC**

Signed this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ in the presence of:

By: \_\_\_\_\_  
Name:  
Its:

\_\_\_\_\_  
Witness

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

ACCEPTED:

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

Signed this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ in the presence of:

By: \_\_\_\_\_  
BILLY THURMOND, CHAIRMAN

\_\_\_\_\_  
Witness

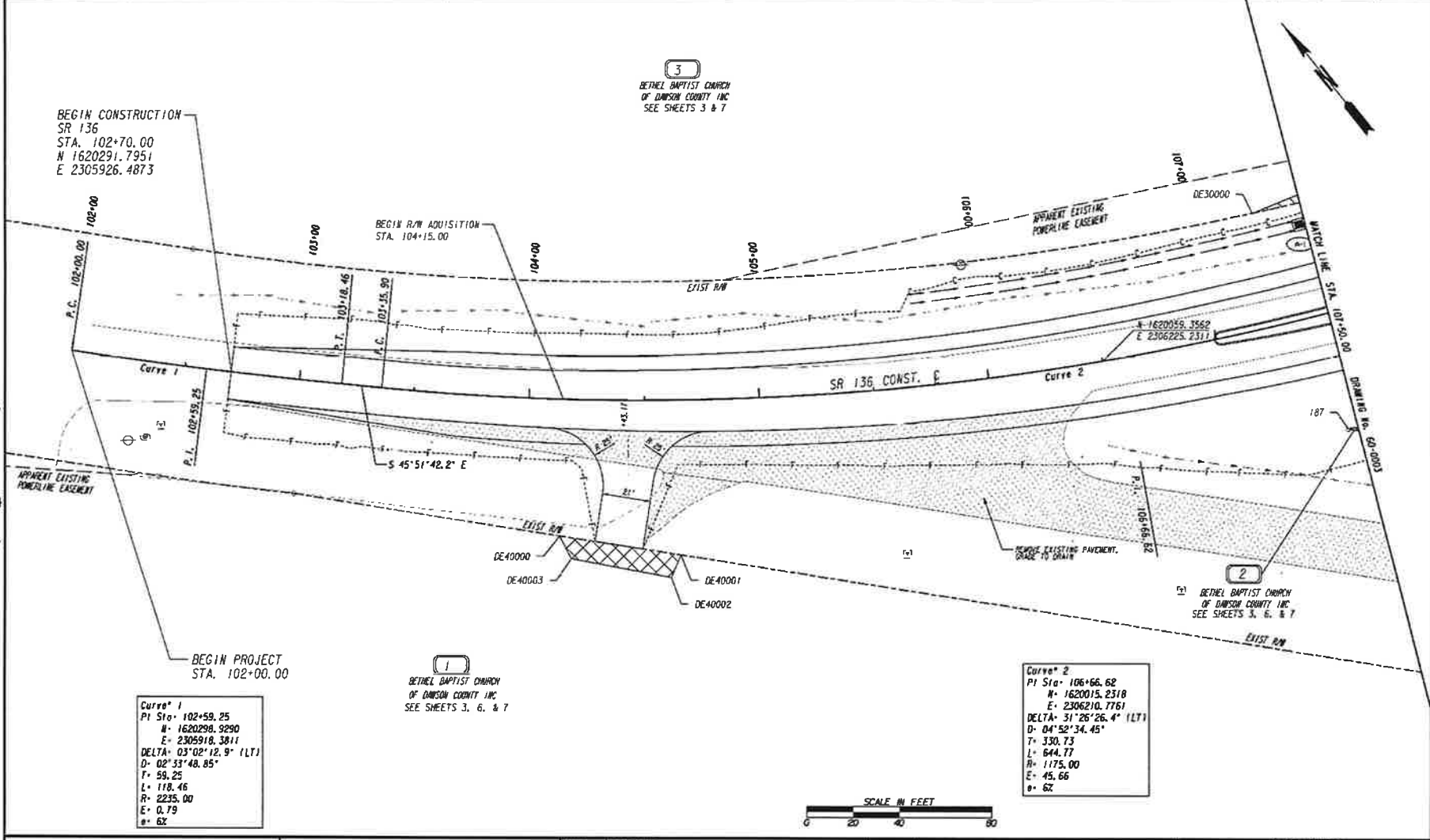
ATTEST:

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

By: \_\_\_\_\_  
Kristen Cloud, Dawson County Clerk



**EXHIBIT A**  
**(Page 1 of 4)**



**Curve\* 1**  
 PI Sta. 102+59.25  
 M = 1620298.9290  
 E = 2305918.3811  
 DELTA = 03°02'12.9" (LT)  
 D = 02'33"48.85"  
 T = 59.25  
 L = 118.46  
 R = 2235.00  
 E = 0.79  
 a = 6X

1  
 BETHEL BAPTIST CHURCH  
 OF DAWSON COUNTY INC  
 SEE SHEETS 3, 6, & 7

**Curve\* 2**  
 PI Sta. 106+66.62  
 M = 1620015.2318  
 E = 2306210.7761  
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 T = 330.73  
 L = 644.77  
 R = 1175.00  
 E = 45.66  
 a = 6X

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.: 1620015.2318	DATE: 7-14-23 SH 2 OF 8
COUNTY: DAWSON COUNTY	
LAND LOT NO.: 109	
LAND DISTRICT: 4	
ONS: 1178	

60-0002
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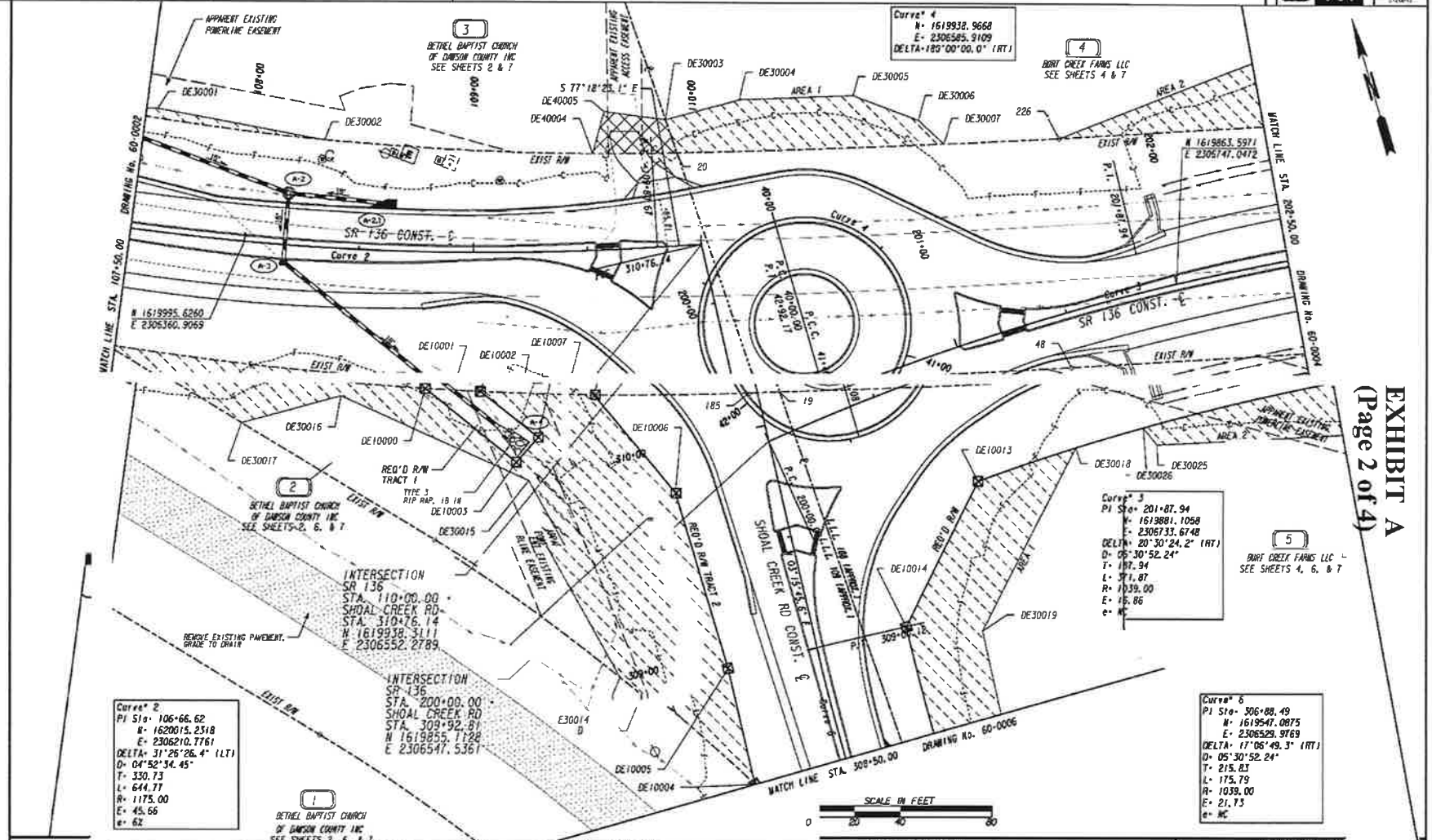


EXHIBIT A  
 (Page 2 of 4)

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		BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC SEE SHEETS 2, 6, & 7	ERO LIMIT OF ACCESS.....ELA	DATE REVISIONS	DATE REVISIONS	DAWSON COUNTY PUBLIC WORKS RIGHT OF WAY MAP PROJECT NO: 0120048 COUNTY: DAWSON COUNTY LAND LOT NO: 108, 109 LAND DISTRICT: 4 GMD 1176 DATE 7-14-21 SH 3 OF 8
			EXISTING LIMIT OF ACCESS	DATE REVISIONS	DATE REVISIONS	



**EXHIBIT A**  
**(Page 4 of 4)**

SEE SHEETS 3 & 4

PARCEL 4 BURT CREEK FARMS LLC  
REQ'D R/W DE106

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10008	50.26 L	205+43.00	E SRI36
	29.74	N 12°33'25.8" E	
DE10009	80.00 L	205+43.00	E SRI36
	21.00	S 77°26'34.2" E	
DE10010	80.00 L	205+64.00	E SRI36
	29.84	S 12°33'25.8" W	
DE10011	50.16 L	205+64.00	E SRI36
	21.00	N 77°09'42.9" W	
DE10008	50.26 L	205+43.00	E SRI36
REOD R/W	625.62 SF		
REOD R/W	0.014 ACRES		
REMAINDER	+/- 77 ACRES		

SEE SHEETS 3 & 4

PARCEL 4 AREA 1 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE107

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
20	40.31 L	109+91.75	W SRI36
DE30003	58.00 L	105+87.88	W SRI36
DE30004	133.61 L	200+50.71	E SRI36
DE30005	116.12 L	200+92.83	E SRI36
DE30006	98.87 L	201+14.19	E SRI36
DE30007	85.62 L	201+21.16	E SRI36
ARC LENGTH	116.91		
CHORD BEAR	N 75°38'07.9" W		
LNTH CHORD	116.91		
RADIUS	5896.99		
DEGREE	0°58'17.8"		
20	40.31 L	109+91.75	W SRI36
REOD EASMT AREA 1	2221.25 SF		

SEE SHEETS 3 & 4

PARCEL 4 AREA 2 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE108

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
226	73.83 L	201+66.55	E SRI36
DE30008	88.00 L	202+53.00	E SRI36
DE30009	75.00 L	203+60.00	E SRI36
DE30010	52.00 L	204+48.00	E SRI36
DE10009	80.00 L	205+43.00	E SRI36
DE10008	50.26 L	205+43.00	E SRI36
226	73.83 L	201+66.55	E SRI36
REOD EASMT AREA 2	6936.81 SF		

SEE SHEETS 3 & 4

PARCEL 4 AREA 3 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE109

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10011	50.16 L	205+64.00	E SRI36
DE10010	80.00 L	205+64.00	E SRI36
DE30011	70.00 L	206+30.00	E SRI36
DE30012	48.71 L	206+55.00	E SRI36
DE10011	50.16 L	205+64.00	E SRI36
REOD EASMT AREA 3	1902.41 SF		

TOTAL REOD EASMT AREA \* 11060.47 SF

SEE SHEETS 3, 4 & 6

PARCEL 5 BURT CREEK FARMS LLC  
REQ'D R/W DE110

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
19	9.46 R	310+12.86	Shoal Creek Road
ARC LENGTH	138.50		
CHORD BEAR	S 76°09'46.7" E		
LNTH CHORD	138.50		
RADIUS	4130.05		
DEGREE	1°23'14.2"		
48	145.60 R	309+87.44	Shoal Creek Road
DE10012	48.71 R	203+70.00	E SRI36
ARC LENGTH	276.14		
CHORD BEAR	W 85°56'56.4" W		
LNTH CHORD	275.24		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE10013	85.00 R	309+55.00	Shoal Creek Road
	71.06	S 42°33'15.8" W	
DE10014	40.00 R	309+00.00	Shoal Creek Road
ARC LENGTH	55.77		
CHORD BEAR	S 1°39'25.0" W		
LNTH CHORD	55.77		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10015	40.00 R	308+42.00	Shoal Creek Road
	31.40	S 63°25'50.6" E	
DE10016	68.00 R	308+27.00	Shoal Creek Road
	15.71	S 25°16'09.9" W	
DE10017	61.00 R	308+12.00	Shoal Creek Road
	24.37	W 60°44'29.4" W	
DE10018	40.00 R	308+25.00	Shoal Creek Road
ARC LENGTH	96.80		
CHORD BEAR	S 1°39'19.8" E		
LNTH CHORD	96.76		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10019	40.00 R	307+24.33	Shoal Creek Road
ARC LENGTH	85.69		
CHORD BEAR	S 7°13'32.6" E		
LNTH CHORD	85.69		
RADIUS	3090.00		
DEGREE	1°51'15.2"		
DE10020	40.00 R	306+37.53	Shoal Creek Road
	11.15	W 89°25'25.6" W	
44	28.96 R	306+39.21	Shoal Creek Road
ARC LENGTH	42.62		
CHORD BEAR	W 16°45'42.3" W		
LNTH CHORD	42.62		
RADIUS	850.71		
DEGREE	6°44'06.1"		
18	22.18 R	306+81.63	Shoal Creek Road
	327.53	N 2°48'44.1" W	
19	9.46 R	310+12.86	Shoal Creek Road
REOD R/W	14295.44 SF		
REOD R/W	0.328 ACRES		
REMAINDER	+/- 374 ACRES		

SEE SHEETS 3, 4 & 6

PARCEL 5 AREA 1 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE111

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10019	40.00 R	307+24.33	Shoal Creek Road
ARC LENGTH	96.80		
CHORD BEAR	N 3°39'19.8" W		
LNTH CHORD	96.76		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10018	40.00 R	308+25.00	Shoal Creek Road
DE10017	61.00 R	308+12.00	Shoal Creek Road
DE10016	68.00 R	308+27.00	Shoal Creek Road
DE10015	40.00 R	308+42.00	Shoal Creek Road
ARC LENGTH	55.77		
CHORD BEAR	W 1°39'25.0" E		
LNTH CHORD	55.76		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10014	40.00 R	309+00.00	Shoal Creek Road
DE10013	85.00 R	309+55.00	Shoal Creek Road
ARC LENGTH	45.25		
CHORD BEAR	N 87°20'08.4" E		
LNTH CHORD	45.24		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE30018	130.00 R	309+59.67	Shoal Creek Road
DE30019	72.00 R	308+90.00	Shoal Creek Road
DE30020	64.00 R	307+74.00	Shoal Creek Road
DE10019	40.00 R	307+24.33	Shoal Creek Road
REOD EASMT AREA 1	6019.96 SF		

SEE SHEETS 3, 4 & 6

PARCEL 5 AREA 2 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE112

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10012	48.71 R	203+70.00	E SRI36
DE30021	49.88 R	206+02.00	E SRI36
DE30022	68.00 R	205+57.00	E SRI36
DE30023	70.00 R	204+65.00	E SRI36
DE30024	80.98 R	203+90.00	E SRI36
DE30025	59.00 R	201+64.00	E SRI36
DE30026	50.11 R	201+60.00	E SRI36
ARC LENGTH	200.02		
CHORD BEAR	S 63°44'06.6" E		
LNTH CHORD	199.68		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE10012	48.71 R	203+70.00	E SRI36
REOD EASMT AREA 2	9454.92 SF		

TOTAL REOD EASMT AREA \* 15474.88 SF

## EXHIBIT B

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	<b>Social security number</b>																				or										<b>Employer identification number</b>																			
<b>Social security number</b>																																																			
or																																																			
<b>Employer identification number</b>																																																			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																			

<b>Part II Certification</b>
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
<b>Certification instructions.</b> 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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

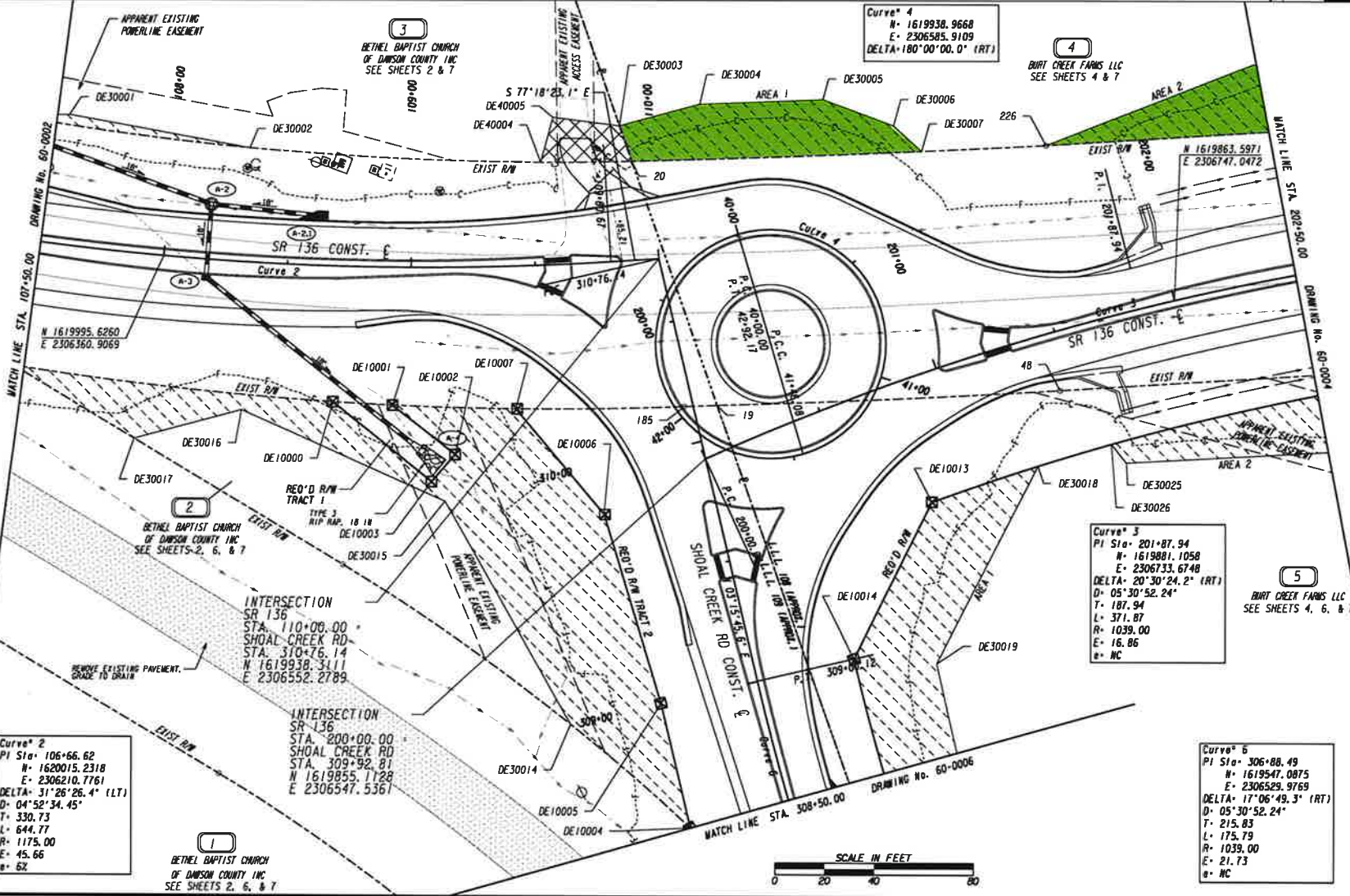
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**Curve\* 2**  
 PI Sta. 106+66.62  
 N= 1620015.2318  
 E= 2306210.7761  
 DELTA= 31°26'26.4" (LT)  
 D= 04°52'34.45"  
 T= 330.73  
 L= 644.77  
 R= 1175.00  
 E= 45.66  
 n= 62

**1**  
 BETHEL BAPTIST CHURCH  
 OF DAWSON COUNTY INC  
 SEE SHEETS 2, 5, & 7

INTERSECTION  
 SR 136  
 STA. 110+00.00  
 SHOAL CREEK RD  
 STA. 310+76.14  
 N 1619938.3111  
 E 2306552.2789

INTERSECTION  
 SR 136  
 STA. 200+00.00  
 SHOAL CREEK RD  
 STA. 309+92.81  
 N 1619855.1128  
 E 2306547.5361

**Curve\* 4**  
 N= 1619938.9668  
 E= 2306585.9109  
 DELTA= 180°00'00.0" (RT)

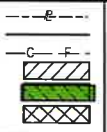
**4**  
 BART CREEK FARMS LLC  
 SEE SHEETS 4 & 7

**Curve\* 3**  
 PI Sta. 201+87.94  
 N= 1619881.1058  
 E= 2306733.6748  
 DELTA= 20°30'24.2" (RT)  
 D= 05°30'52.24"  
 T= 187.94  
 L= 371.87  
 R= 1039.00  
 E= 16.86  
 n= NC

**5**  
 BART CREEK FARMS LLC  
 SEE SHEETS 4, 6, & 7

**Curve\* 5**  
 PI Sta. 306+88.49  
 N= 1619547.0875  
 E= 2306529.9769  
 DELTA= 17°06'49.3" (RT)  
 D= 05°30'52.24"  
 T= 215.83  
 L= 175.79  
 R= 1039.00  
 E= 21.73  
 n= NC

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

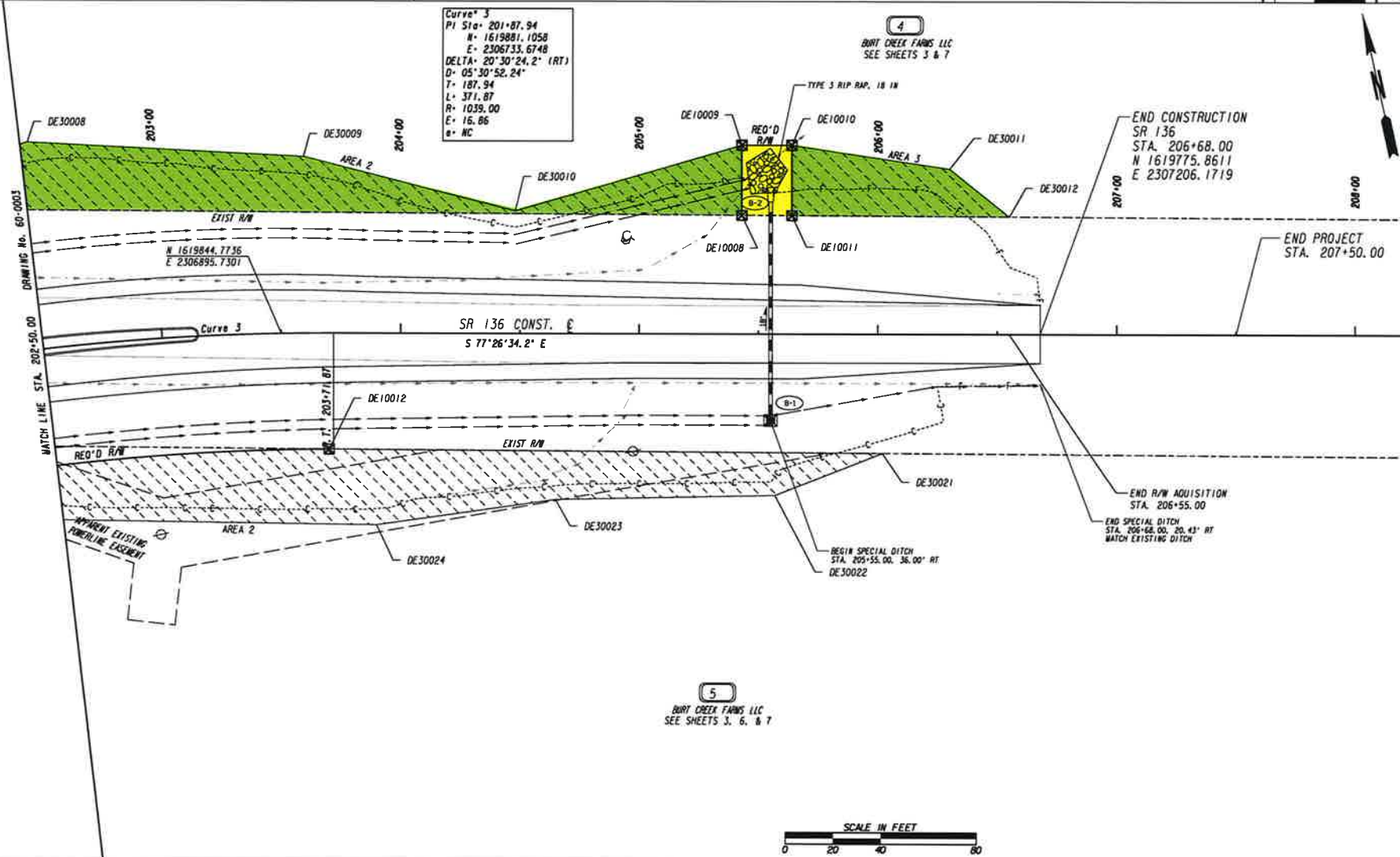


BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 EXISTING LIMIT OF ACCESS  
 REQ'D LIMIT OF ACCESS  
 EXISTING LIMIT OF ACCESS & R/W  
 REQ'D LIMIT OF ACCESS & R/W  
 ORANGE BARRIER FENCE  
 ESA - ENV. SENSITIVE AREA

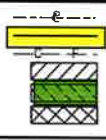
DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO: 108, 109  
 LAND DISTRICT: 4  
 GND 1178  
 DATE 7-14-23 SH 3 OF 8

DRAWING NO.  
**60-0003**



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.: 10B  
 LAND DISTRICT: 4  
 GND: 117B  
 DATE: 7-14-23 SH 4 OF 8

DRAWING NO.  
**60-0004**



SEE SHEETS 2, 3, & 6  
 PARCEL 1: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 REC'D D.M.V. EASMT. DE100

PNT	OFFSET/	STATION/	ALIGNMENT
DE40000	59.31 R	104+15.00	W SRI36
DE40001	67.18 R	104+65.00	W SRI36
DE40002	77.00 R	104+61.00	W SRI36
DE40003	69.00 R	104+80.00	W SRI36
DE40000	59.31 R	104+15.00	W SRI36

SEE SHEETS 2, 3, & 6  
 PARCEL 2: TRACT 1: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 REC'D R/W DE101

PNT	OFFSET/	STATION/	ALIGNMENT
DE10000	55.09 R	108+70.00	W SRI36
ARC LENGTH	24.10		
CHORD BEAR	S 70°25'28.8" E		
LNTH CHORD	24.10		
RADIUS	1378.32		
DEGREE	4°09'57.6"		
DE10001	55.94 R	108+93.00	W SRI36
DE10002	76.00 R	108+17.00	W SRI36
DE10003	14.62 R	S 57°12'05.5" W	W SRI36
DE10000	55.09 R	108+70.00	W SRI36

REDD R/W TRACT 1 = 593.03 SF  
 REDD R/W TRACT 1 = 0.014 ACRES

SEE SHEETS 2, 3, & 6  
 PARCEL 2: TRACT 2: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 REC'D R/W DE102

PNT	OFFSET/	STATION/	ALIGNMENT
19	9.46 R	310+12.86	Shoal Creek Road
ARC LENGTH	307.53	S 8°48'44.1" E	
CHORD BEAR	N 24°19'14.5" W		
LNTH CHORD	181.50		
RADIUS	850.71		
DEGREE	6°14'06.1"		
DE10004	41.18 L	308+50.00	Shoal Creek Road
DE10005	40.00 L	309+00.00	Shoal Creek Road
DE10006	80.16 W	N 07°18'48.5" W	Shoal Creek Road
DE10007	45.00 L	308+60.00	Shoal Creek Road
DE10007	70.00 L	310+29.85	Shoal Creek Road
ARC LENGTH	68.01		
CHORD BEAR	S 74°26'14.4" E		
LNTH CHORD	68.01		
RADIUS	1374.99		
DEGREE	4°10'01.2"		
195	3.55 L	310+15.36	Shoal Creek Road
19	9.46 R	310+12.86	Shoal Creek Road

REDD R/W TRACT 2 = 15598.05 SF  
 REDD R/W TRACT 2 = 0.358 ACRES

TOTAL REDD R/W = 0.372 ACRES  
 REMAINDER = 170.035 ACRES

SEE SHEETS 2, 3, & 6  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 REC'D TEMP. EASMT. DE103

PNT	OFFSET/	STATION/	ALIGNMENT
197	51.35 R	107+45.94	W SRI36
ARC LENGTH	129.12		
CHORD BEAR	S 67°14'11.5" E		
LNTH CHORD	129.67		
RADIUS	1374.99		
DEGREE	4°10'01.2"		
DE10000	55.09 R	108+70.00	W SRI36
DE10001	87.00 R	108+08.00	W SRI36
DE10002	16.00 R	108+17.00	W SRI36
DE10003	55.94 R	108+93.00	W SRI36
DE10000	55.09 R	108+70.00	W SRI36

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 REC'D TEMP. EASMT. DE104

PNT	OFFSET/	STATION/	ALIGNMENT
DE30000	49.38 L	107+28.00	W SRI36
DE30001	53.00 L	107+55.00	W SRI36
DE30002	46.57 L	108+32.00	W SRI36
ARC LENGTH	99.19		
CHORD BEAR	N 65°54'37.7" W		
LNTH CHORD	59.76		
RADIUS	1275.60		
DEGREE	4°29'37.6"		
DE30000	49.38 L	107+28.00	W SRI36

REDD EASMT AREA 1 = 239.47 SF

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 REC'D D.M.V. EASMT. DE105

PNT	OFFSET/	STATION/	ALIGNMENT
20	40.31 L	109+91.75	W SRI36
ARC LENGTH	115.91		
CHORD BEAR	N 75°18'07.5" W		
LNTH CHORD	115.91		
RADIUS	5896.99		
DEGREE	0°58'17.8"		

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 REC'D D.M.V. EASMT. DE106

PNT	OFFSET/	STATION/	ALIGNMENT
228	73.83 L	201+66.55	E SRI36
DE30008	88.00 L	202+53.00	E SRI36
DE30009	75.00 L	203+60.00	E SRI36
DE30010	52.00 L	204+48.00	E SRI36
DE30008	88.00 L	202+53.00	E SRI36
DE30009	75.00 L	203+60.00	E SRI36
DE30010	52.00 L	204+48.00	E SRI36

SEE SHEETS 3 & 4  
 PARCEL 4: BURT CREEK FARMS LLC  
 REC'D TEMP. EASMT. DE107

PNT	OFFSET/	STATION/	ALIGNMENT
DE10008	50.26 L	205+43.00	E SRI36
DE10009	80.00 L	205+43.00	E SRI36
DE10010	21.00	S 77°26'34.2" E	E SRI36
DE10010	80.00 L	205+64.00	E SRI36
DE10011	50.16 L	205+64.00	E SRI36
DE10008	50.26 L	205+43.00	E SRI36

REDD R/W = 625.62 SF  
 REDD R/W = 0.014 ACRES

SEE SHEETS 3 & 4  
 PARCEL 4: BURT CREEK FARMS LLC  
 REC'D TEMP. EASMT. DE108

PNT	OFFSET/	STATION/	ALIGNMENT
DE10008	50.26 L	205+43.00	E SRI36
DE10009	29.74	N 12°33'25.8" E	E SRI36
DE10010	80.00 L	205+43.00	E SRI36
DE10010	21.00	S 77°26'34.2" E	E SRI36
DE10010	80.00 L	205+64.00	E SRI36
DE10011	50.16 L	205+64.00	E SRI36
DE10008	50.26 L	205+43.00	E SRI36

REDD R/W = 625.62 SF  
 REDD R/W = 0.014 ACRES

SEE SHEETS 3 & 4  
 PARCEL 4: BURT CREEK FARMS LLC  
 REC'D TEMP. EASMT. DE109

PNT	OFFSET/	STATION/	ALIGNMENT
DE30003	55.00 L	109+07.50	W SRI36
DE30004	133.61 L	200+50.71	E SRI36
DE30005	118.12 L	200+92.83	E SRI36
DE30006	98.87 L	201+14.19	E SRI36
DE30007	85.62 L	201+21.16	E SRI36
ARC LENGTH	115.91		
CHORD BEAR	N 75°18'07.5" W		
LNTH CHORD	115.91		
RADIUS	5896.99		
DEGREE	0°58'17.8"		

SEE SHEETS 3 & 4  
 PARCEL 4: BURT CREEK FARMS LLC  
 REC'D TEMP. EASMT. DE110

PNT	OFFSET/	STATION/	ALIGNMENT
DE30008	88.00 L	202+53.00	E SRI36
DE30009	75.00 L	203+60.00	E SRI36
DE30010	52.00 L	204+48.00	E SRI36
DE30008	88.00 L	202+53.00	E SRI36
DE30009	75.00 L	203+60.00	E SRI36
DE30010	52.00 L	204+48.00	E SRI36

REDD EASMT AREA 3 = 1000.00 SF  
 TOTAL REDD EASMT AREA = 1000.00 SF

SEE SHEETS 3 & 4  
 PARCEL 4: BURT CREEK FARMS LLC  
 REC'D TEMP. EASMT. DE111

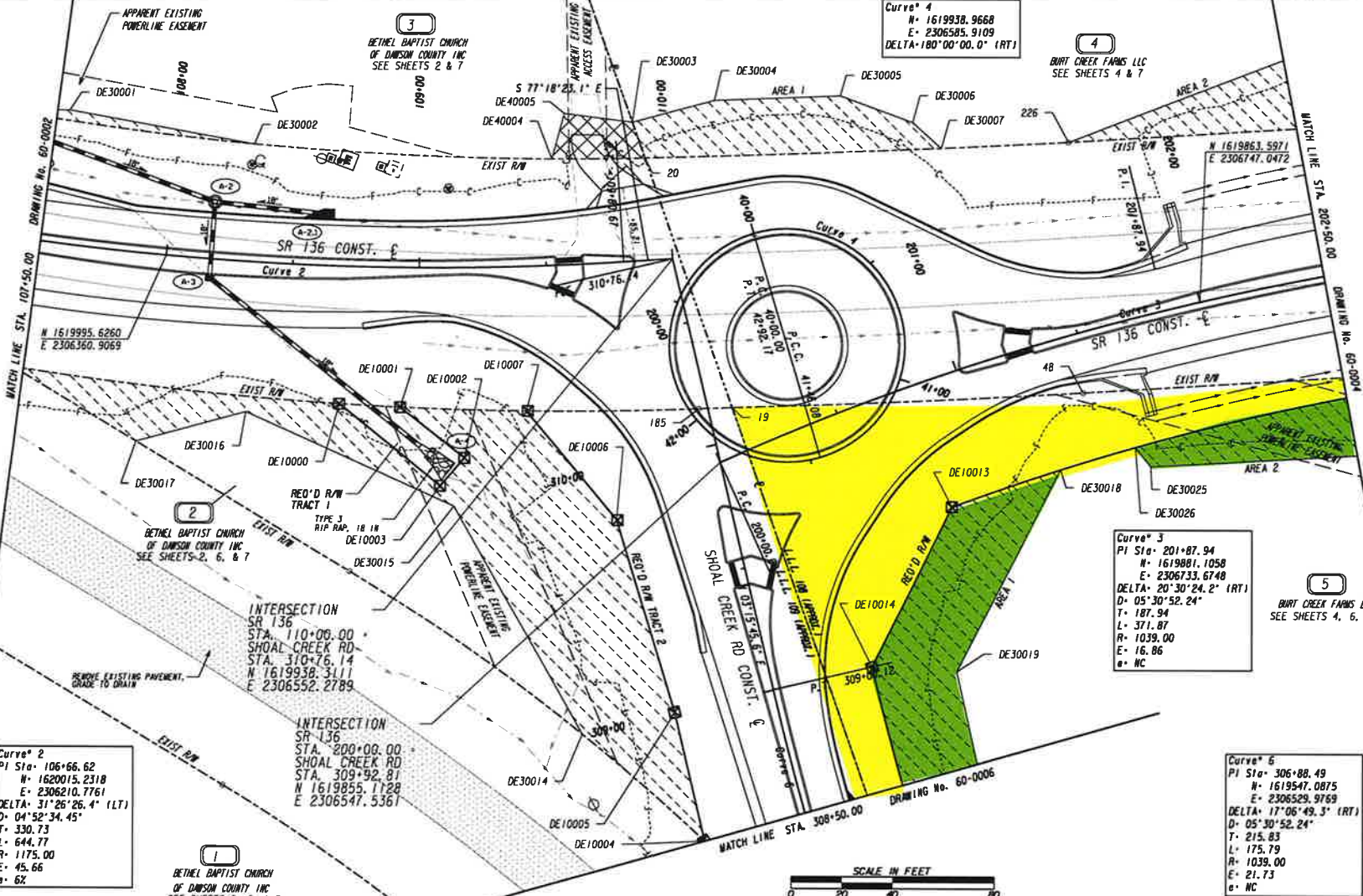
PNT	OFFSET/	STATION/	ALIGNMENT
DE10011	50.16 L	205+64.00	E SRI36
DE10010	80.00 L	205+64.00	E SRI36
DE10011	70.00 L	206+30.00	E SRI36
DE30012	45.71 L	206+55.00	E SRI36
DE10011	50.16 L	205+64.00	E SRI36

REDD EASMT AREA 4 = 1000.00 SF  
 TOTAL REDD EASMT AREA = 1000.00 SF

SEE SHEETS 3, 4 & 6  
 PARCEL 5: BURT CREEK FARMS LLC  
 REC'D R/W DE110

PNT	OFFSET/	STATION/	ALIGNMENT
19	9.46 R	310+12.86	Shoal Creek Road
ARC LENGTH	138.50		
CHORD BEAR	S 76°09'46.7" E		
LNTH CHORD	138.50		
RADIUS	4130.05		
DEGREE	1°23'14.2"		
48	145.60 R	309+87.44	Shoal Creek Road
DE10012	48.71 R	S 77°09'18.3" E	Shoal Creek Road
ARC LENGTH	276.14		
CHORD BEAR	N 85°56'56.4" W		
LNTH CHORD	276.24		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE10013	85.00 R	309+55.00	Shoal Creek Road
DE10014	40.00 R	S 82°33'15.8" W	Shoal Creek Road
ARC LENGTH	55.77		
CHORD BEAR	S 139°25.0" W		
LNTH CHORD	55.76		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE10015	40.00 R	308+42.00	Shoal Creek Road
DE10016	31.40	S 63°25'50.6" E	Shoal Creek Road
DE10015	68.00 R	308+27.00	Shoal Creek Road
DE10017	15.71	S 25°16'09.9" W	Shoal Creek Road
DE10017	61.00 R	308+12.00	Shoal Creek Road
DE10018	40.00 R	308+25.00	Shoal Creek Road
ARC LENGTH	96.80		
CHORD BEAR	S 139°19.8" E		
LNTH CHORD	96.76		
RADIUS	989.00		
DEGREE	5°44'07.1"		
DE10019	40.00 R	307+24.33	Shoal Creek Road
ARC LENGTH	85.89		
CHORD BEAR	S 7°13'38.6" E		
LNTH CHORD	85.69		
RADIUS	3090.00		
DEGREE	1°51'15.2"		
DE10020	40.00 R	306+57.53	Shoal Creek Road
ARC LENGTH	11.16		
CHORD BEAR	N 89°25'25.6" W		
LNTH CHORD	11.16		
RADIUS	306+59.21		
DEGREE	5°44'07.1"		
44	28.96 R	306+59.21	Shoal Creek Road
ARC LENGTH	42.82		
CHORD BEAR	N 18°45'42.3" W		
LNTH CHORD	42.82		
RADIUS	850.71		
DEGREE	6°14'06.1"		
18	22.18 R	306+81.63	Shoal Creek Road
ARC LENGTH	307.53		
CHORD BEAR	N 2°48'44.1" W		
LNTH CHORD	307.53		
RADIUS	850.71		
DEGREE	6°14'06.1"		
19	9.46 R	310+12.86	Shoal Creek Road
ARC LENGTH	138.50		
CHORD BEAR	S 76°09'46.7" E		
LNTH CHORD	138.50		
RADIUS	4130.05		
DEGREE	1°23'14.2"		
48	145.60 R	309+87.44	Shoal Creek Road
DE10012	48.71 R	S 77°09'18.3" E	Shoal Creek Road
ARC LENGTH	276.14		
CHORD BEAR	N 85°56'56.4" W		
LNTH CHORD	276.24		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE10013	85.00 R	309+55.00	Shoal Creek Road
DE10014	40.00 R	S 82°33'15.8" W	Shoal Creek Road
ARC LENGTH	55.77		
CHORD BEAR	S 139°25.0" W		
LNTH CHORD	55.76		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE10015	40.00 R	308+42.00	Shoal Creek Road
DE10016	31.40	S 63°25'50.6" E	Shoal Creek Road
DE10015	68.00 R	308+27.00	Shoal Creek Road
DE10017	15.71	S 25°16'09.9" W	Shoal Creek Road
DE10017	61.00 R	308+12.00	Shoal Creek Road
DE10018	40.00 R	308+25.00	Shoal Creek Road
ARC LENGTH	96.80		
CHORD BEAR	S 139°19.8" E		
LNTH CHORD	96.76		
RADIUS	989.00		
DEGREE	5°44'07.1"		
DE10019	40.00 R	307+24.33	Shoal Creek Road
ARC LENGTH	85.89		
CHORD BEAR	S 7°13'38.6" E		
LNTH CHORD	85.69		
RADIUS	3090.00		
DEGREE	1°51'15.2"		
DE10020	40.00 R	306+57.53	Shoal Creek Road
ARC LENGTH	11.16		
CHORD BEAR	N 89°25'25.6" W		
LNTH CHORD	11.16		
RADIUS	306+59.21		
DEGREE	5°44'07.1"		
44	28.96 R	306+59.21	Shoal Creek Road
ARC LENGTH	42.82		
CHORD BEAR	N 18°45'42.3" W		
LNTH CHORD	42.82		
RADIUS	850.71		
DEGREE	6°14'06.1"		
18	22.18 R	306+81.63	Shoal Creek Road
ARC LENGTH	307.53		
CHORD BEAR	N 2°48'44.1" W		
LNTH CHORD	307.53		





**Curve\* 2**  
 PI Sta. 106+66.62  
 N= 1620015.2318  
 E= 2306210.7761  
 DELTA= 31°26'26.4" (LT)  
 D= 04°52'34.45"  
 T= 330.73  
 L= 644.77  
 R= 1175.00  
 E= 45.66  
 a= 6X

**1**  
 BETHEL BAPTIST CHURCH  
 OF DAWSON COUNTY INC  
 SEE SHEETS 2, 6, & 7

**INTERSECTION**  
 SR 136  
 STA. 110+00.00  
 SHOAL CREEK RD  
 STA. 310+76.14  
 N 1619938.3111  
 E 2306552.2789

**INTERSECTION**  
 SR 136  
 STA. 200+00.00  
 SHOAL CREEK RD  
 STA. 309+92.81  
 N 1619855.1128  
 E 2306547.5361

**Curve\* 4**  
 N= 1619938.9668  
 E= 2306585.9109  
 DELTA= 180°00'00.0" (RT)

**4**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 4 & 7

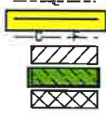
**Curve\* 3**  
 PI Sta. 201+87.94  
 N= 1619881.1058  
 E= 2306733.6748  
 DELTA= 20°30'24.2" (RT)  
 D= 05°30'52.24"  
 T= 187.94  
 L= 371.87  
 R= 1039.00  
 E= 16.86  
 a= NC

**5**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 4, 6, & 7

**Curve\* 5**  
 PI Sta. 306+88.49  
 N= 1619547.0875  
 E= 2306529.9769  
 DELTA= 17°06'49.3" (RT)  
 D= 05°30'52.24"  
 T= 215.83  
 L= 175.79  
 R= 1039.00  
 E= 21.73  
 a= NC



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

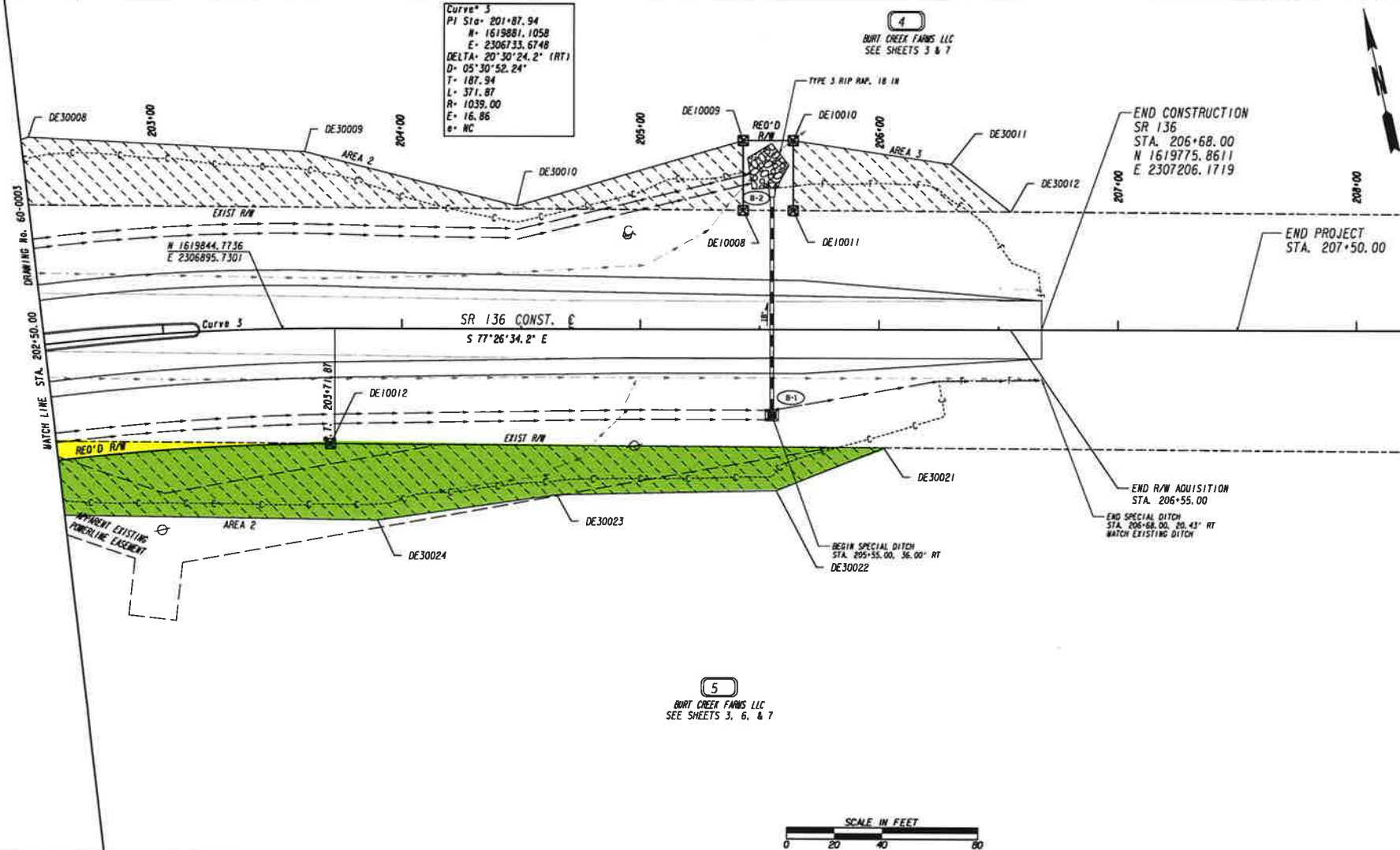


BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 EXISTING LIMIT OF ACCESS  
 REQ'D LIMIT OF ACCESS  
 EXISTING LIMIT OF ACCESS & R/W  
 REQ'D LIMIT OF ACCESS & R/W  
 ORANGE BARRIER FENCE  
 ESA - ENV. SENSITIVE AREA

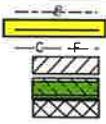
DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO: 108, 109  
 LAND DISTRICT: 4  
 GMD 1178  
 DATE 7-14-23 SH 3 OF 8

DRAWING NO.  
**60-0003**



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



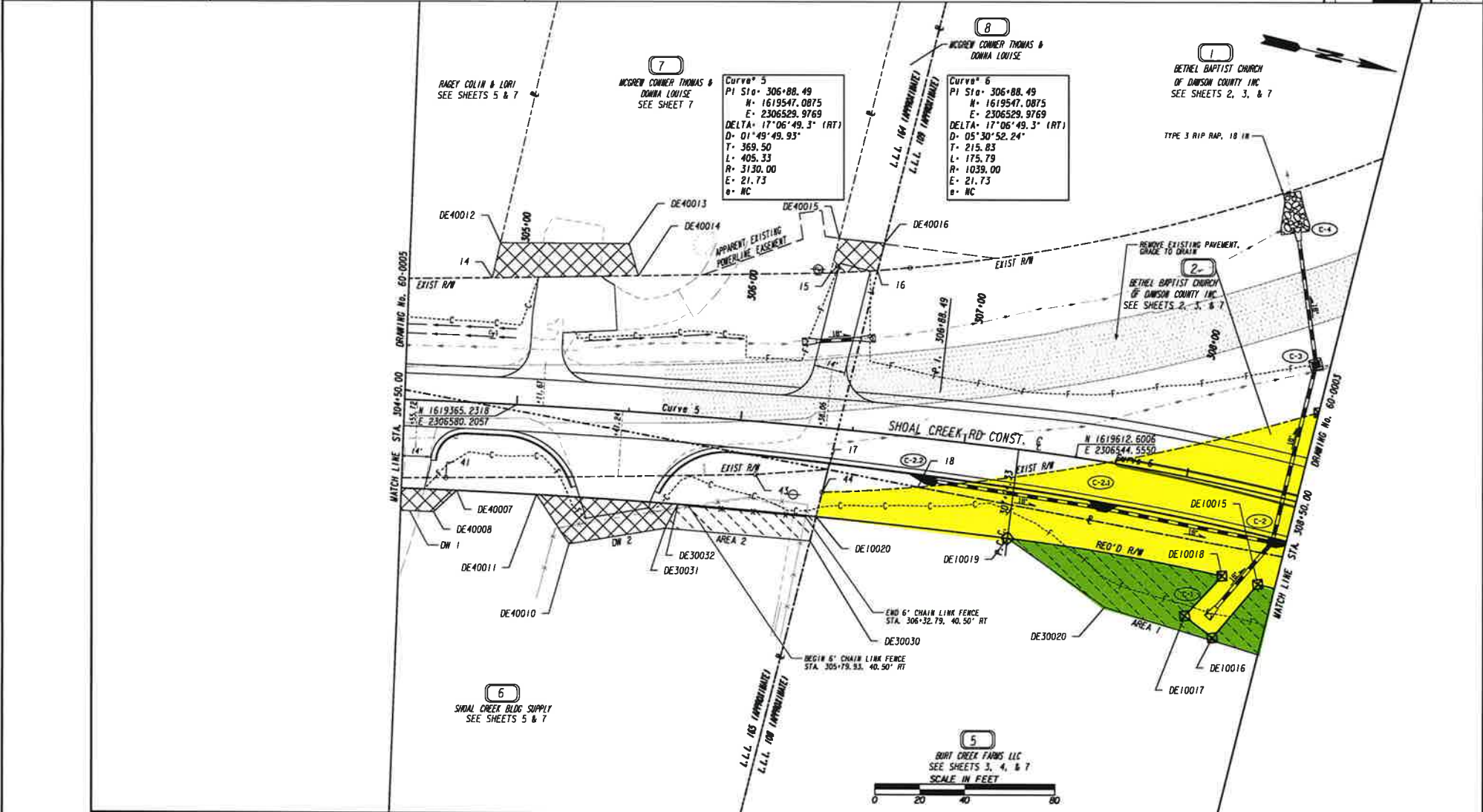
BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 EXISTING LIMIT OF ACCESS  
 RED'D LIMIT OF ACCESS  
 EXISTING LIMIT OF ACCESS & R/W  
 RED'D LIMIT OF ACCESS & R/W  
 ORANGE BARRIER FENCE  
 ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO: 108  
 LAND DISTRICT: 4  
 GND ITR  
 DATE 7-14-23 SH 4 OF 8

DRAWING NO.  
**60-0004**





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	DATE	REVISIONS	DATE	REVISIONS	DAWSON COUNTY PUBLIC WORKS <b>RIGHT OF WAY MAP</b> PROJECT NO:0120048 COUNTY: DAWSON COUNTY LAND LOT NO:108, 109, 164, 165 LAND DISTRICT:4 GND 117B DATE 7-14-23 SH 6 OF 8
		END LIMIT OF ACCESS.....ELA	END LIMIT OF ACCESS.....ELA	END LIMIT OF ACCESS.....ELA	END LIMIT OF ACCESS.....ELA	END LIMIT OF ACCESS.....ELA	



SEE SHEETS 2, 3, & 6  
 PARCEL 1: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D W/TEMP. EASMT. DE100  

PNT	OFFSET/	STATION/	ALIGNMENT
DE40000	55.31 R	104+15.00	W SRI36
DE40001	67.18 R	104+65.00	W SRI36
DE40002	77.00 R	104+61.00	W SRI36
DE40003	69.00 R	104+20.00	W SRI36
DE40000	59.31 R	104+15.00	W SRI36

SEE SHEETS 2, 3, & 6  
 PARCEL 2: TRACT 1: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D R/W DE101  

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10000	55.09 R		108+70.00	W SRI36	
ARC LENGTH	24.10				
CHORD BEAR	S 70°26'28.8" E				
LNTH CHORD	24.10				
RADIUS	1375.32				
DEGREE	4°09'57.6"				
DE10001	55.94 R		108+93.00	W SRI36	
DE10002	76.00 R		109+17.00	W SRI36	
DE10003	87.00 R		109+08.00	W SRI36	
DE10000	55.09 R		108+70.00	W SRI36	

SEE SHEETS 2, 3, & 6  
 PARCEL 2: TRACT 2: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D R/W DE102  

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
19	9.46 R		310+12.85		Shoal Creek Road
ARC LENGTH	327.53				
CHORD BEAR	S 2°48'44.1" E				
LNTH CHORD	327.53				
RADIUS	950.71				
DEGREE	5°14'06.1"				
DE10004	41.18 L		308+50.00		Shoal Creek Road
DE10005	40.00 L		309+00.00		Shoal Creek Road
DE10006	45.00 L		309+00.00		Shoal Creek Road
DE10007	70.00 L		310+29.85		Shoal Creek Road
ARC LENGTH	68.01				
CHORD BEAR	S 74°26'14.4" E				
LNTH CHORD	68.01				
RADIUS	1374.99				
DEGREE	4°10'01.2"				
DE10008	185	3.55 L	310+15.36		Shoal Creek Road
DE10009	19	9.46 R	310+12.86		Shoal Creek Road

TOTAL REGD R/W = 0.372 ACRES  
 REMAINDER = +/- 0.35 ACRES

SEE SHEETS 2, 3, & 6  
 PARCEL 2: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D W/TEMP. EASMT. DE103  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10000	55.31 R	107+45.94	W SRI36
ARC LENGTH	129.67		
CHORD BEAR	S 6°17'41.1" E		
LNTH CHORD	129.67		
RADIUS	1374.99		
DEGREE	4°10'01.2"		
DE10001	55.09 R	108+70.00	W SRI36
DE10002	67.00 R	109+08.00	W SRI36
DE10003	76.00 R	109+17.00	W SRI36
DE10004	87.00 R	109+08.00	W SRI36
DE10000	55.09 R	108+70.00	W SRI36

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D TEMP. EASMT. DE104  

PNT	OFFSET/	STATION/	ALIGNMENT
DE30000	49.38 L	107+28.00	W SRI36
DE30001	53.00 L	107+55.00	W SRI36
DE30002	46.57 L	108+32.00	W SRI36
ARC LENGTH	99.79		
CHORD BEAR	N 65°54'57.7" W		
LNTH CHORD	99.79		
RADIUS	1275.00		
DEGREE	4°29'37.6"		
DE30000	49.38 L	107+28.00	W SRI36

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D W/TEMP. EASMT. DE105  

PNT	OFFSET/	STATION/	ALIGNMENT
DE30000	49.38 L	107+28.00	W SRI36
ARC LENGTH	99.79		
CHORD BEAR	N 65°54'57.7" W		
LNTH CHORD	99.79		
RADIUS	1275.00		
DEGREE	4°29'37.6"		
DE30000	49.38 L	107+28.00	W SRI36

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D W/TEMP. EASMT. DE106  

PNT	OFFSET/	STATION/	ALIGNMENT
DE30000	49.38 L	107+28.00	W SRI36
ARC LENGTH	99.79		
CHORD BEAR	N 65°54'57.7" W		
LNTH CHORD	99.79		
RADIUS	1275.00		
DEGREE	4°29'37.6"		
DE30000	49.38 L	107+28.00	W SRI36

TOTAL REGD EASMT AREA = 11000.47 SF

SEE SHEETS 3 & 4  
 PARCEL 4: BURT CREEK FARMS LLC  
 RECD'D R/W DE108  

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10008	50.26 L		205+43.00	E SRI36	
DE10009	29.74		N 12°33'25.8" E		
DE10000	80.00 L		205+64.00	E SRI36	
DE10010	21.00		S 77°26'34.2" E		
DE10010	80.00 L		205+64.00	E SRI36	
DE10011	50.16 L		S 12°33'25.8" E		
DE10008	50.26 L		N 77°09'42.9" W		

SEE SHEETS 3 & 4  
 PARCEL 4: AREA 1: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASMT. DE107  

PNT	OFFSET/	STATION/	ALIGNMENT
DE30000	40.31 L	109+91.75	W SRI36
DE30001	55.00 L	109+87.50	W SRI36
DE30002	133.61 L	200+50.71	E SRI36
DE30003	118.12 L	200+92.83	E SRI36
DE30004	98.87 L	201+14.19	E SRI36
DE30007	85.62 L	201+21.16	E SRI36

SEE SHEETS 3 & 4  
 PARCEL 4: AREA 2: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASMT. DE108  

PNT	OFFSET/	STATION/	ALIGNMENT
DE30000	73.83 L	201+66.33	E SRI36
DE30009	88.00 L	202+53.00	E SRI36
DE30009	75.00 L	203+60.00	E SRI36
DE30010	52.00 L	204+48.00	E SRI36
DE30010	80.00 L	205+43.00	E SRI36
DE10008	50.26 L	205+43.00	E SRI36

SEE SHEETS 3 & 4  
 PARCEL 4: AREA 3: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASMT. DE109  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10011	50.16 L	205+64.00	E SRI36
DE10010	80.00 L	205+64.00	E SRI36
DE30011	70.00 L	206+30.00	E SRI36
DE30012	49.71 L	206+55.00	E SRI36
DE10011	50.16 L	205+64.00	E SRI36

TOTAL REGD EASMT AREA = 11000.47 SF

SEE SHEETS 3 & 4  
 PARCEL 5: BURT CREEK FARMS LLC  
 RECD'D R/W DE110  

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
19	9.46 R		310+12.86		Shoal Creek Road
ARC LENGTH	327.53				
CHORD BEAR	S 2°48'44.1" E				
LNTH CHORD	327.53				
RADIUS	950.71				
DEGREE	5°14'06.1"				
DE10012	48.71 R		307+24.33		Shoal Creek Road
ARC LENGTH	216.14				
CHORD BEAR	N 85°56'56.4" W				
LNTH CHORD	216.14				
RADIUS	985.00				
DEGREE	5°49'00.6"				
DE10013	85.00 R		309+55.00		Shoal Creek Road
DE10014	40.00 R		S 42°33'15.8" W		Shoal Creek Road
ARC LENGTH	55.77				
CHORD BEAR	S 1°39'25.0" W				
LNTH CHORD	55.77				
RADIUS	989.00				
DEGREE	5°44'07.1"				
DE10015	40.00 R		308+42.00		Shoal Creek Road
DE10016	31.40		S 63°25'50.6" E		Shoal Creek Road
DE10017	61.00 R		S 25°15'05.9" W		Shoal Creek Road
DE10018	40.00 R		308+12.00		Shoal Creek Road
ARC LENGTH	96.90				
CHORD BEAR	S 7°39'19.8" E				
LNTH CHORD	96.90				
RADIUS	999.00				
DEGREE	5°44'07.1"				
DE10019	40.00 R		307+24.33		Shoal Creek Road
ARC LENGTH	85.69				
CHORD BEAR	S 7°13'32.6" E				
LNTH CHORD	85.69				
RADIUS	3030.00				
DEGREE	1°51'15.2"				
DE10020	40.00 R		306+57.53		Shoal Creek Road
ARC LENGTH	11.16				
CHORD BEAR	N 89°25'25.6" W				
LNTH CHORD	11.16				
RADIUS	306+57.53				
DEGREE	5°44'07.1"				
DE10021	44	28.96 R	306+59.21		Shoal Creek Road
ARC LENGTH	42.82				
CHORD BEAR	N 16°45'42.3" W				
LNTH CHORD	42.82				
RADIUS	650.71				
DEGREE	6°44'06.1"				
DE10022	18	22.18 R	306+61.63		Shoal Creek Road
ARC LENGTH	307.53				
CHORD BEAR	N 2°48'44.1" W				
LNTH CHORD	307.53				
RADIUS	950.71				
DEGREE	5°14'06.1"				
DE10023	19	9.46 R	310+12.86		Shoal Creek Road

SEE SHEETS 3 & 4  
 PARCEL 5: AREA 1: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASMT. DE111  

PNT	OFFSET/	STATION/	ALIGNMENT
DE30013	40.00 R	309+00.00	W SRI36
DE30014	40.00 R	309+00.00	W SRI36
ARC LENGTH	45.25		
CHORD BEAR	N 87°20'08.4" E		
LNTH CHORD	45.25		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE30018	130.00 R	309+59.67	W SRI36
DE30019	72.00 R	309+52.00	W SRI36
DE30020	64.00 R	307+74.00	W SRI36
DE30021	80.00 R	309+24.33	W SRI36

SEE SHEETS 3 & 4  
 PARCEL 5: AREA 2: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASMT. DE112  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10012	48.71 R	203+70.00	E SRI36
DE30022	49.88 R	203+70.00	E SRI36
DE30023	68.00 R	205+57.00	E SRI36
DE30024	70.00 R	204+65.00	E SRI36
DE30025	80.98 R	203+90.00	E SRI36
DE30026	59.00 R	201+64.00	E SRI36
DE30026	50.11 R	201+60.00	E SRI36
ARC LENGTH	200.02		
CHORD BEAR	S 83°44'06.6" E		
LNTH CHORD	198.88		
RADIUS	985.00		
DEGREE	5°49'00.6"		
RECD'D EASMT AREA = 948.56 SF			
RECD'D R/W TRACT 2 = 0.358 ACRES			
RECD'D R/W TRACT 2 = 0.358 ACRES			
RECD'D R/W TRACT 2 = 0.358 ACRES			

TOTAL REGD EASMT AREA = 1474.88 SF

SEE SHEETS 3 & 4  
 PARCEL 5: AREA 3: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASMT. DE113  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10018	40.00 R	308+25.00	W SRI36
DE10017	61.00 R	308+12.00	W SRI36
DE10016	68.00 R	308+27.00	W SRI36
DE10015	40.00 R	308+42.00	W SRI36
ARC LENGTH	56.77		
CHORD BEAR	N 1°39'25.0" E		
LNTH CHORD	56.77		
RADIUS	989.00		
DEGREE	5°44'07.1"		
DE10014	40.00 R	309+00.00	W SRI36
DE10013	85.00 R	309+55.00	W SRI36
ARC LENGTH	45.25		
CHORD BEAR	N 87°20'08.4" E		
LNTH CHORD	45.25		



# JARRARD & DAVIS, LLP

222 WEBB STREET  
CUMMING, GEORGIA 30040

**PRIYA M. PATEL**  
**ATTORNEY**  
**PPATEL@JARRARD-DAVIS.COM**

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FAX: 678-455-7149  
WWW.JARRARD-DAVIS.COM

February 26, 2024

**VIA UPS OVERNIGHT MAIL, FOLLOWED BY CERTIFIED MAIL**

**UPS Tracking No.: 1Z6V48W01391619474**  
**Certified Tracking No.: 7022 1670 0003 3207 6583**  
Burt Creek Farms, LLC  
1624 Burt Creek Road  
Dawsonville, Georgia 30524

**UPS Tracking No.: 1Z6V48W01330102547**  
**Certified Tracking No.: 7022 1670 0003 3207 6590**  
Burt Creek Farms, LLC  
6435 Shiloh Road, Suite B  
Alpharetta, GA 30005

**UPS Tracking No.: 1Z6V48W01334708752**  
**Certified Tracking No.: 7022 1670 0003 3207 6606**  
Burt Creek Farms, LLC  
c/o Universal Registered Agents, Inc., R/A  
900 Old Roswell Lakes Parkway  
Suite 310  
Roswell, Georgia 30076

**\*Via Email:**  
Baker Donelson  
Attn: Ivy N. Cadle, Esq.  
Monarch Plaza, 3414 Peachtree Road, N.E.,  
Atlanta, GA 30326  
[icadle@bakerdonelson.com](mailto:icadle@bakerdonelson.com)

**Re: Project: Right of Way of Proposed SR 136 at Shoal Creek Road**  
**Project No.: 0120048**  
**Tax Parcel I.D.: 090 015 001; 1624 Burt Creek Road, Dawsonville, Dawson County, GA 30534**  
**Our File: DC --- SR 136 and Shoal Creek Road – Parcels 4 & 5**

Dear Property Owner,

The undersigned and this law firm serve as general counsel to Dawson County, Georgia (the “County”) in connection with the Right of Way of Proposed SR 136 at Shoal Creek Road Project (the “Project”). As you may know, the County has determined that it is necessary to acquire certain property interests from you to complete the Project as shown in the enclosed documents. The County certainly prefers to acquire the property rights it needs through negotiation and closing with the property owner. Pursuant to O.C.G.A. § 22-1-9, the County would like to make an offer to acquire the required property based on the appraised value.

The County would like to acquire fee simple right-of-way and temporary easements to a portion of the total property owned by you. The County’s appraisal is summarized as follows:

<b>Project Parcel 4</b>		
Fee Simple Right-of-Way	0.014 Acres (625.62 SF) x \$24,000/Acre	\$ 336.00
Temporary Construction Easement	Area 1: 0.051 Acres (2,221.25 SF) Area 2: 0.159 Acres (6,936.81 SF) Area 3: 0.044 Acres (1,902.41 SF)  Total: 0.2539 Acres x \$24,000/Acre @ 10% (24 months)	\$ 1,219.00
<b>Total Compensation (as rounded)</b>		<b>\$ 1,600.00</b>

<b>Project Parcel 5</b>		
Fee Simple Right-of-Way	0.328 Acres (14,295.44 SF) x \$24,000/Acre	\$ 7,872.00
Temporary Construction Easement	Area 1: 0.138 Acres (6,019.96 SF) Area 2: 0.217 Acres (9,454.92 SF)  Total: 0.355 Acres x \$24,000/Acre @ 10% (24 months)	\$ 1,706.00
<b>Total Compensation (as rounded)</b>		<b>\$ 9,600.00</b>

The sales comparison approach was used to value your property by an independent appraiser, Gregory N. Malcolm, MAI. The following comparable lot sales were utilized by Mr. Malcolm:

<b>Comparable Sales used for Project Parcel 4</b>				
<b>Comparable Land Sale</b>	<b>Location</b>	<b>Sale Price</b>	<b>Price/Acre</b>	<b>Sale Date</b>
No. 1	Afton Road, Marble Hill, Dawson County, Georgia <u>Tax I.D.: 031 016 002</u>	\$775,000.00	\$16,760.00/AC	02/10/2022
No. 2	390 Harmony Church Road, Dawsonville, Dawson County, Georgia <u>Tax I.D.: 112 021</u>	\$900,000.00	\$22,534.00/AC	12/07/2022

No. 3	Emmett Moss Road, Dawsonville, Dawson County, Georgia <u>Tax I.D.: 118 040</u>	\$1,100,000.00	\$23,539.00/AC	10/20/2022
No. 4	Cowart Road, Dawsonville, Dawson County, Georgia <u>Tax I.D.: 059 001</u>	\$1,009,850.00	\$19,000.00/AC	09/20/2022

All of the sales required positive adjustments for market conditions. This adjustment is based on an approximated growth rate of 5% per year in the subject's market area. Sale No. 1 lacks access to public water and is inferior to the subject. A positive adjustment is required for this feature.

After adjusting for dissimilar features, the sales indicate a range in value for the subject from \$19,745 to \$24,434 per acre. All sales are located in Dawson County and are similarly sized acreage tracts. All of the sales took place in 2022. Given the subject's zoning, a value towards the upper range of adjusted values is chosen. Consequently, the value of the subject land is estimated at \$24,000 per acre.

The County has authorized me to make a good faith offer of **\$11,200.00** for fee simple interests and temporary easements as total compensation for any interest you may have in the acquisition for both parcels 4 and 5 I have enclosed a copy of the comparable sales information and a summary of site improvements to facilitate review of this offer, as well as a plat of the proposed right-of-way for this parcel. We prefer to and do acquire most of the property needed for right-of-way projects without a need for litigation; however, we are authorized by law to acquire property by condemnation. As litigation is costly to both the County and Landowner, it is our sincere desire that upon consideration of our offer, we can hopefully avoid litigation. To that end, I encourage you to accept the enclosed offer. If you have any questions or would like to discuss, please do not hesitate to call me or Patrick D. Jaugstetter of our office.

**If a reply is not received within ten (10) business days, our office will initiate condemnation proceedings to acquire the necessary property.**

Sincerely,

**JARRARD & DAVIS, LLP**

/s/Priya M. Patel

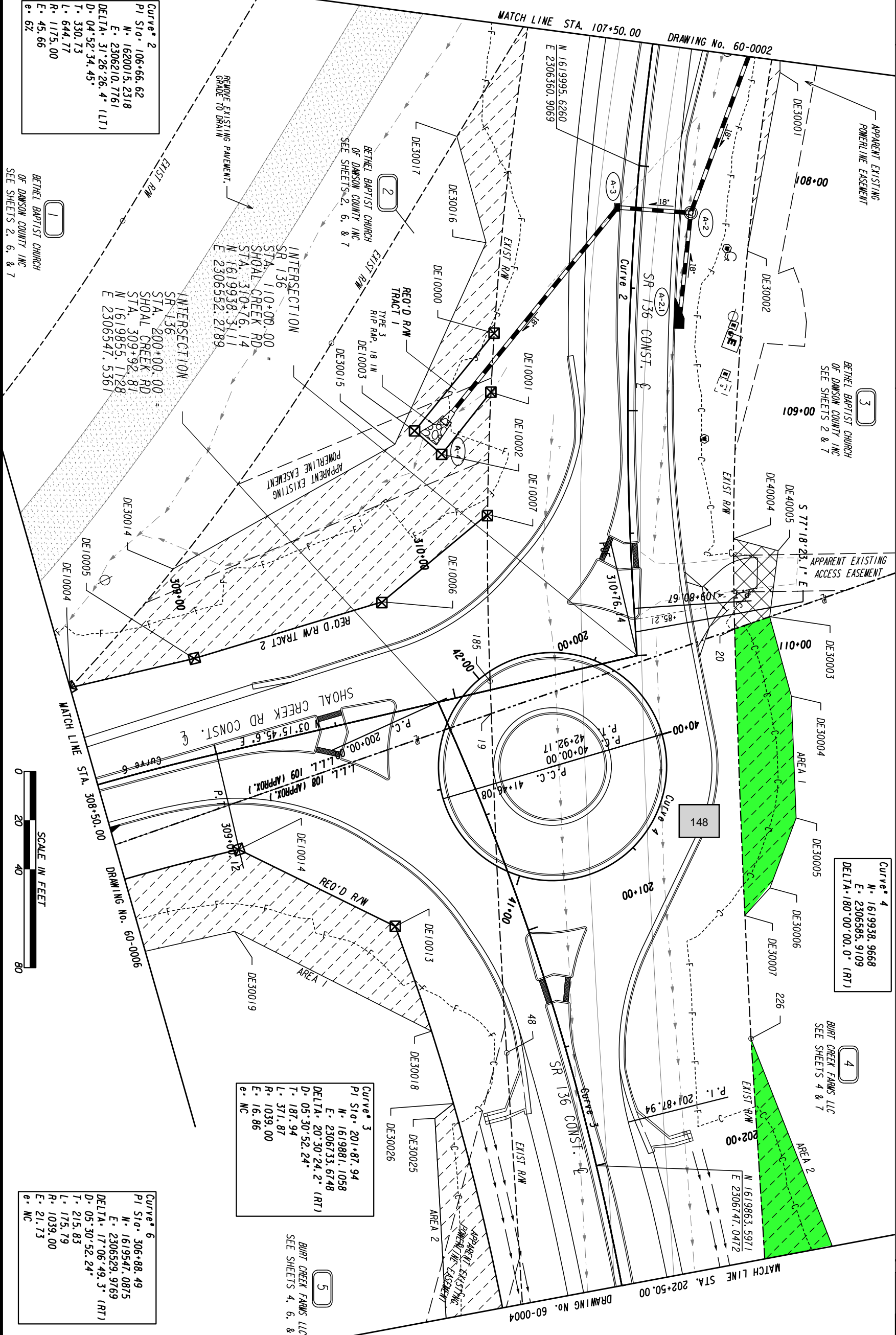
Priya M. Patel, Esq.

PMP/bdf  
Encl.

cc: Robert W. Drewry, Dawson County Director of Public Works  
Patrick D. Jaugstetter, Esq.



**EXHIBIT**  
**A**



**Curve 2**  
 PI Sta. 106+66.62  
 N. 1620015.2318  
 E. 2306210.7761  
 DELTA. 31°26'26.4" (LTT)  
 D. 04°52'34.45"  
 T. 330.73  
 L. 644.77  
 R. 1175.00  
 E. 45.66  
 e. 6x

**Curve 3**  
 PI Sta. 201+87.94  
 N. 1619881.1058  
 E. 2306733.6748  
 DELTA. 20°30'24.2" (RT)  
 D. 05°30'52.24"  
 T. 187.94  
 L. 371.87  
 R. 1039.00  
 E. 16.86  
 e. NC

**Curve 6**  
 PI Sta. 306+88.49  
 N. 1619547.0875  
 E. 2306529.9769  
 DELTA. 17°06'49.3" (RT)  
 D. 05°30'52.24"  
 T. 215.83  
 L. 175.79  
 R. 1039.00  
 E. 21.73  
 e. NC

**Curve 4**  
 N. 1619938.9668  
 E. 2306585.9109  
 DELTA. 180°00'00.0" (RT)

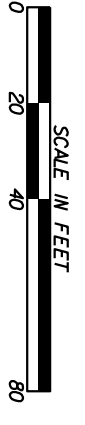
PROPERTY AND EXISTING R/W LINE  
 REQUIRED R/W LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTR OF SLOPES  
 EASEMENT FOR CONSTR OF DRIVES

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 - EW, SENSITIVE AREA

DATE REVISIONS

DATE REVISIONS

RIGHT OF WAY MAP

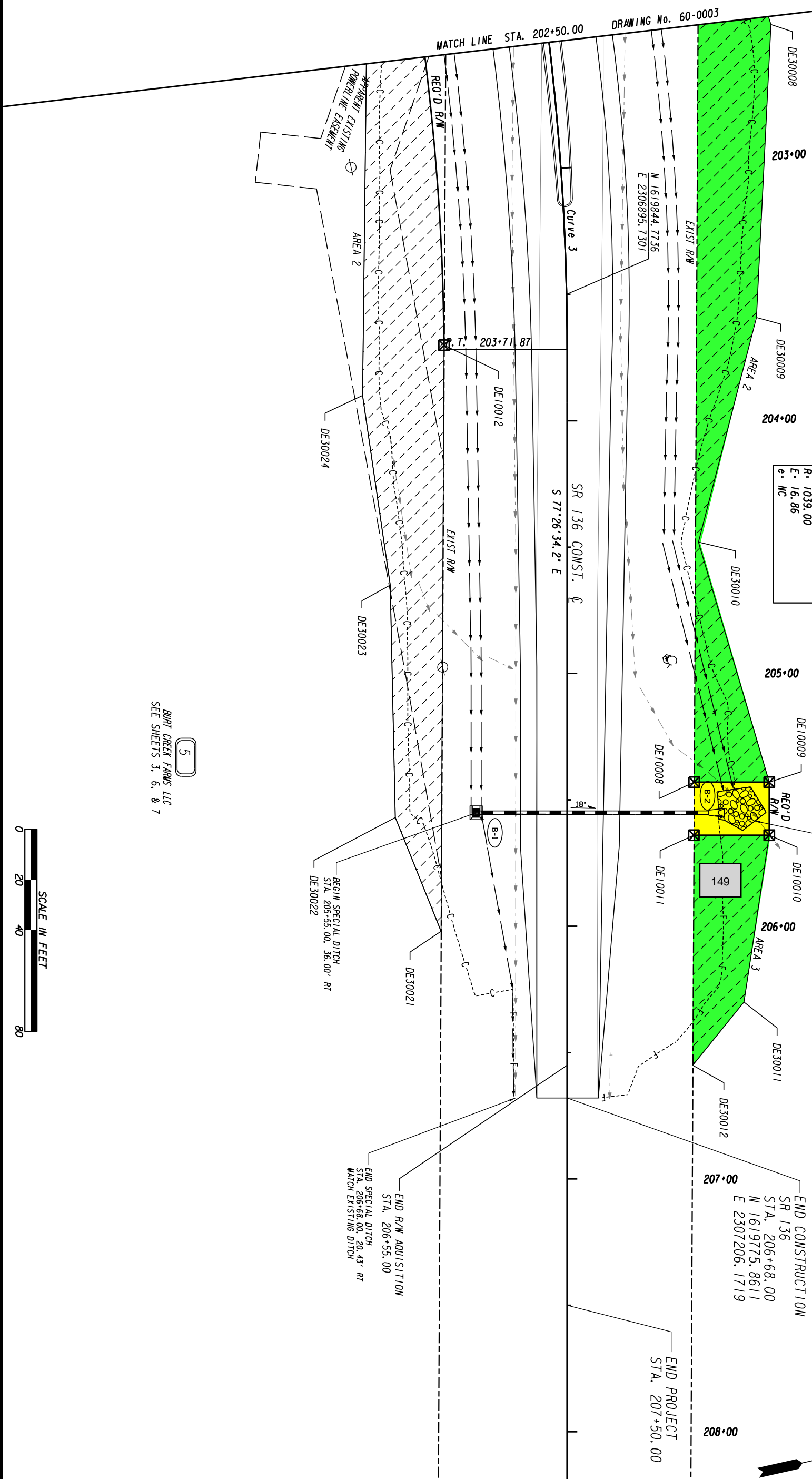


DAWSON COUNTY PUBLIC WORKS  
 PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108, 109  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 3 OF 8  
 DRAWING NO. 60-0003

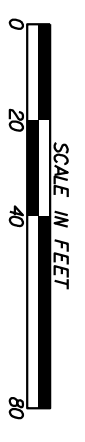


**4**  
BIRT CREEK FARMS LLC  
SEE SHEETS 3 & 7

**Curve 3**  
PI Sta. 201+87.94  
N= 1619881.1058  
E= 2306733.6748  
DELTA= 20°30'24.2" (RT)  
D= 05°30'52.24"  
T= 187.94  
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**5**  
BIRT CREEK FARMS LLC  
SEE SHEETS 3, 6, & 7



**PROPERTY AND EXISTING R/W LINE**  
 REQUIRED R/W LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTR OF SLOPES  
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**BEGIN LIMIT OF ACCESS.....BLA**  
 END LIMIT OF ACCESS.....ELA  
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 EXISTING LIMIT OF ACCESS & R/W  
 REQ'D LIMIT OF ACCESS & R/W  
 ORANGE BARRIER FENCE  
 ESA - EW, SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
PUBLIC WORKS

**RIGHT OF WAY MAP**

PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 4 OF 8

DRAWING NO.  
**60-0004**

SEE SHEETS 2, 3, & 6  
PARCEL 1 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE100

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE40000, DE40001, DE40002, DE40003.

SEE SHEETS 2, 3, & 6  
PARCEL 2 TRACT 1 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W DE10

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10000, DE10001, DE10002, DE10003, DE10004.

SEE SHEETS 2, 3, & 6  
PARCEL 2 TRACT 2 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W DE102

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10001, DE10002, DE10003, DE10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE103

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE30000, DE30001, DE30002, DE30003.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W TRACT 1 - 0.014 ACRES

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10000, DE10001, DE10002, DE10003, DE10004.

TOTAL RECD R/W \* 0.372 ACRES  
REMAINDER +/- 0.372 ACRES

SEE SHEETS 2, 3, & 6  
PARCEL 2 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE103

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10000, DE10001, DE10002, DE10003, DE10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE104

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE30000, DE30001, DE30002, DE30003.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W TRACT 2 - 0.358 ACRES

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10000, DE10001, DE10002, DE10003, DE10004.

TOTAL RECD R/W \* 0.372 ACRES  
REMAINDER +/- 0.372 ACRES

SEE SHEETS 3 & 4  
PARCEL 4 BURR CREEK FARMS LLC  
REC'D R/W DE106

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10008, DE10009, DE10010, DE10011, DE10012.

SEE SHEETS 3 & 4  
PARCEL 4 AREA 1 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE107

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE30000, DE30001, DE30002, DE30003.

SEE SHEETS 3 & 4  
PARCEL 4 AREA 2 BURR CREEK FARMS LLC  
REC'D R/W DE108

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10008, DE10009, DE10010, DE10011, DE10012.

SEE SHEETS 3 & 4  
PARCEL 4 AREA 3 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE109

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10001, DE10010, DE10011, DE10012.

TOTAL RECD EASMT AREA \* 11060.47 SF

SEE SHEETS 3, 4 & 6  
PARCEL 5 BURR CREEK FARMS LLC  
REC'D R/W DE111

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10019, DE10020, DE10021, DE10022, DE10023.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 1 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE111

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10019, DE10020, DE10021, DE10022, DE10023.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10012, DE10013, DE10014, DE10015, DE10016.

TOTAL RECD EASMT AREA \* 15474.88 SF

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 3 BURR CREEK FARMS LLC  
REC'D R/W DE113

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10019, DE10020, DE10021, DE10022, DE10023.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 4 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE113

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE10019, DE10020, DE10021, DE10022, DE10023.

TOTAL RECD EASMT AREA \* 15474.88 SF

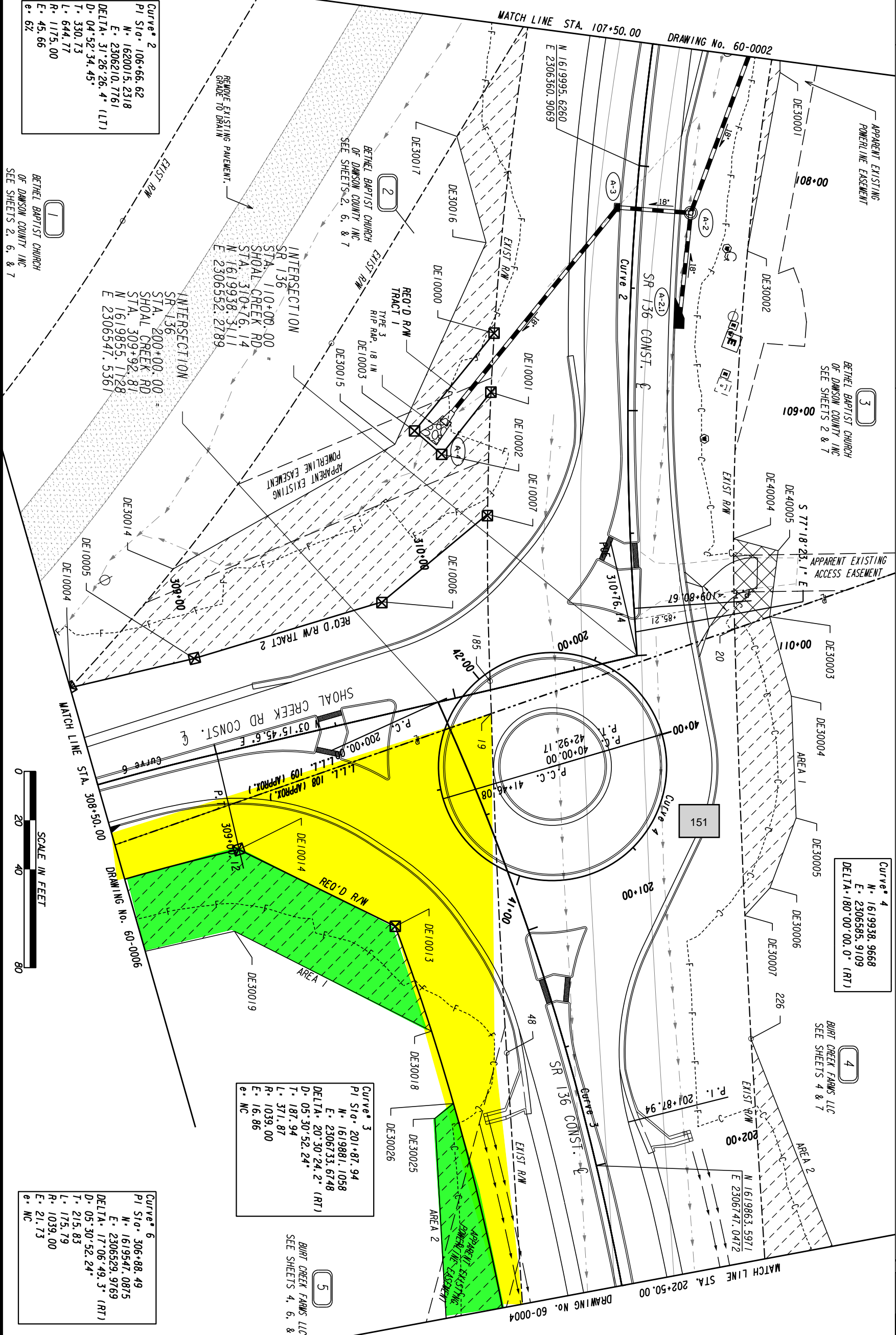
DATE REVISIONS

DATE REVISIONS

DAMSON COUNTY PUBLIC WORKS

RIGHT OF WAY MAP

PROJECT NO: 0120048  
COUNTY: DAMSON COUNTY  
LAND LOT NO: 108, 109, 164, 165  
LAND DISTRICT: 4  
GMD 1178  
DATE 7-14-23 SH 7 OF 8  
DRAWING NO. 60-0007



**Curve 2**  
 PI Sta. 106+66.62  
 N. 1620015.2318  
 E. 2306210.7761  
 DELTA. 31°26'26.4" (LTT)  
 D. 04°52'34.45"  
 T. 330.73  
 L. 644.77  
 R. 1175.00  
 E. 45.66  
 e. 6x

**INTERSECTION**  
 SR 136  
 STA. 110+00.00 =  
 SHOAL CREEK RD  
 STA. 310+76.14  
 N. 1619938.3111  
 E. 2306552.2789

**INTERSECTION**  
 SR 136  
 STA. 200+00.00 =  
 SHOAL CREEK RD  
 STA. 309+92.81  
 N. 1619855.1128  
 E. 2306547.5361

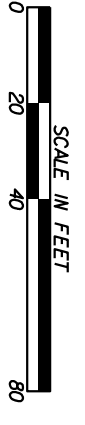
**Curve 3**  
 PI Sta. 201+87.94  
 N. 1619881.1058  
 E. 2306733.6748  
 DELTA. 20°30'24.2" (RT)  
 D. 05°30'52.24"  
 T. 187.94  
 L. 371.87  
 R. 1039.00  
 E. 16.86  
 e. NC

**Curve 4**  
 N. 1619938.9668  
 E. 2306585.9109  
 DELTA. 180°00'00.0" (RT)

**Curve 6**  
 PI Sta. 306+88.49  
 N. 1619547.0875  
 E. 2306529.9769  
 DELTA. 17°06'49.3" (RT)  
 D. 05°30'52.24"  
 T. 215.83  
 L. 175.79  
 R. 1039.00  
 E. 21.73  
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PROPERTY AND EXISTING R/W LINE  
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 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
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 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 - EW, SENSITIVE AREA



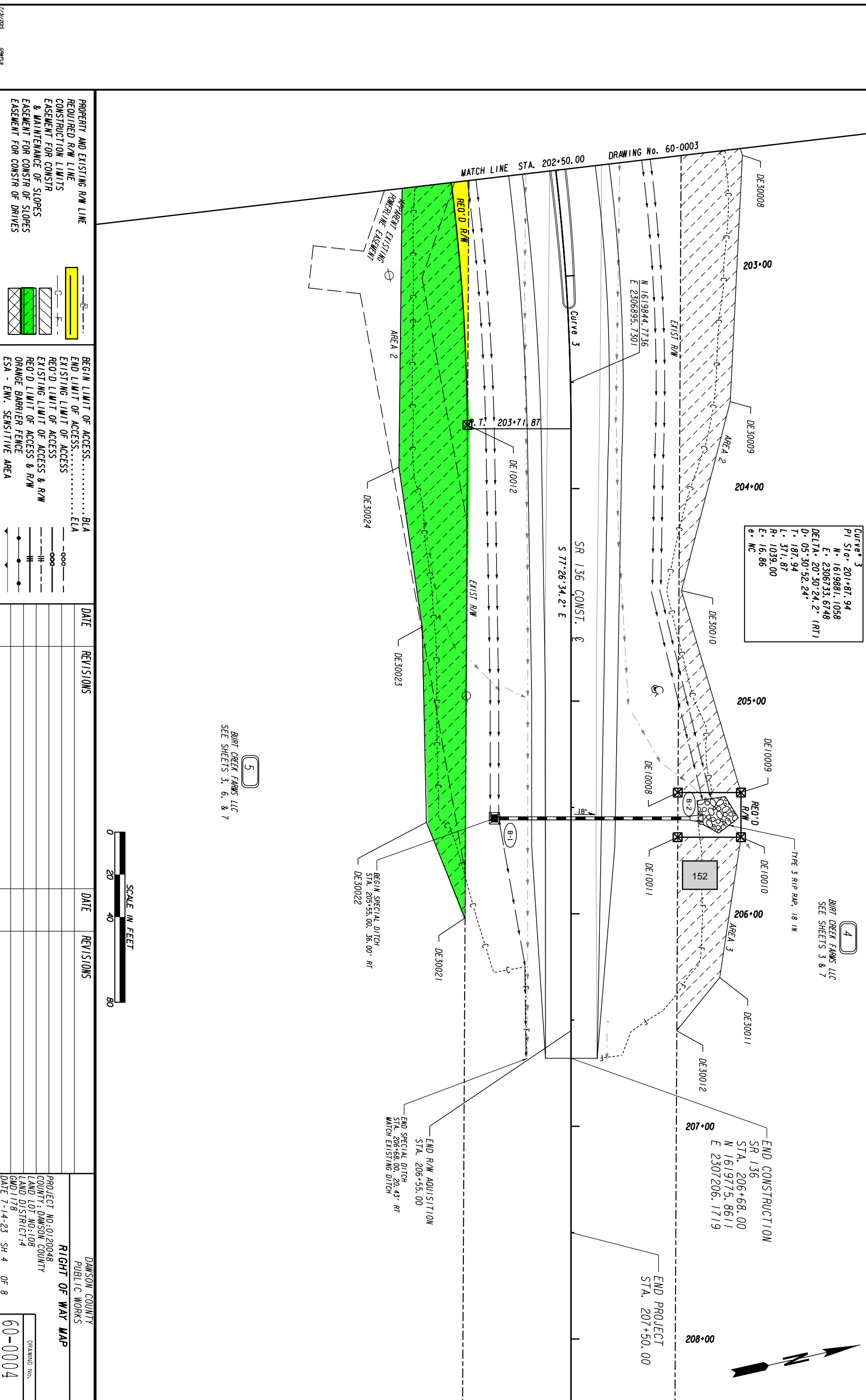
DATE	REVISIONS	DATE	REVISIONS

DAMSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO.: 0120048  
 COUNTY: DAMSON COUNTY  
 LAND LOT NO.: 108, 109  
 LAND DISTRICT: 4  
 GMD 1178  
 DATE 7-14-23 SH 3 OF 8  
 DRAWING NO.  
**60-0003**



**Curve 3**  
 PI Sta. 201+87.94  
 N = 1619881.1058  
 E = 2306733.6748  
 DELTA = 20°30'24.2" (RT)  
 D = 05°30'52.24"  
 T = 187.94  
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**4**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 3 & 7



PROPERTY AND EXISTING R/W LINE  
 REQUIRED R/W LINE  
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 EASEMENT FOR CONSTR  
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 EASEMENT FOR CONSTR OF SLOPES  
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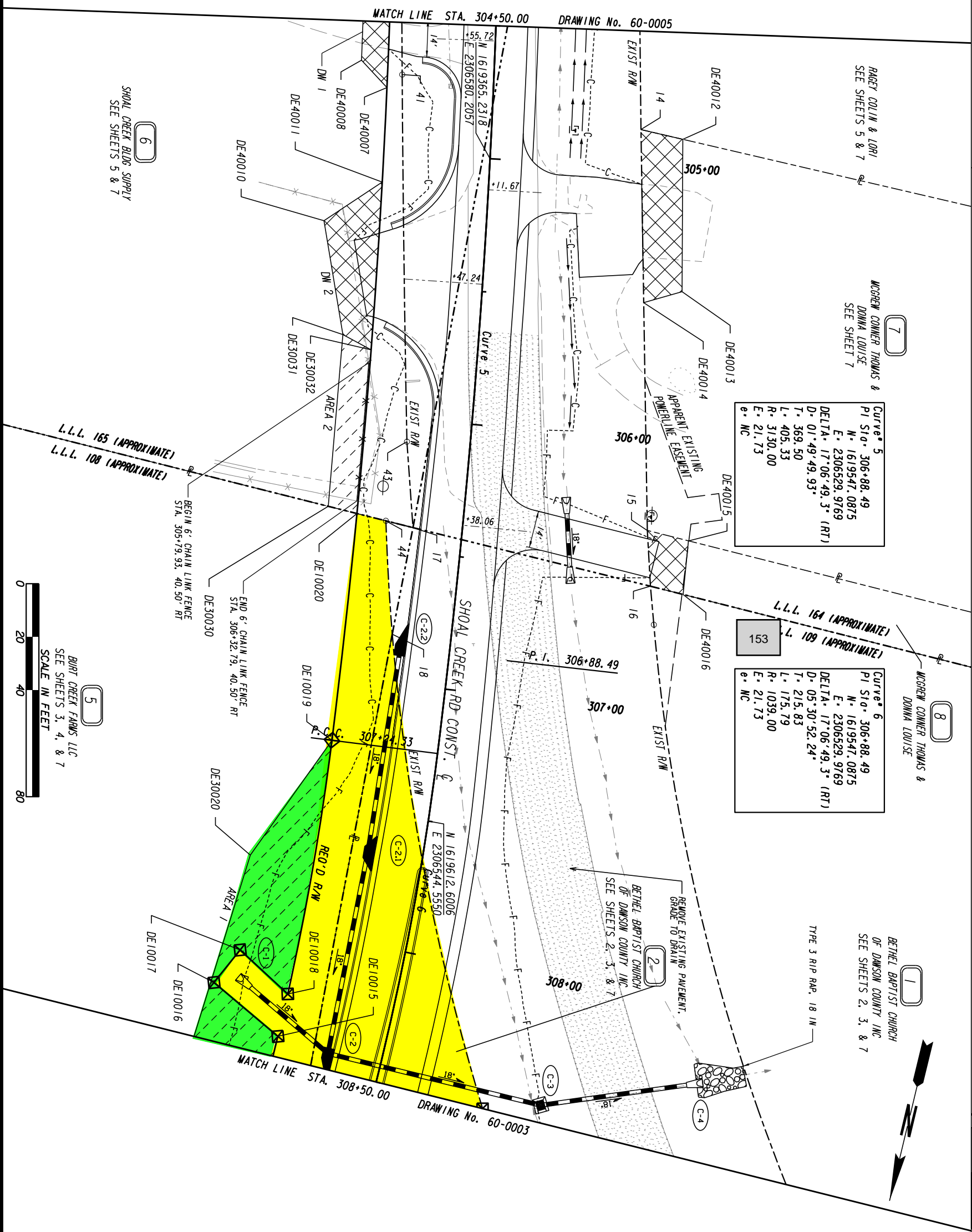
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 EXISTING LIMIT OF ACCESS  
 REQ'D LIMIT OF ACCESS  
 EXISTING LIMIT OF ACCESS & R/W  
 REQ'D LIMIT OF ACCESS & R/W  
 ORANGE BARRIER FENCE  
 ESA - EW, SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS



**5**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 3, 6, & 7

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 4 OF 8  
 DRAWING NO.  
**60-0004**



Curve # 5  
 PI Sta. 306+88.49  
 N. 1619547.0875  
 E. 2306529.9769  
 DELTA: 17°06'49.3" (RT)  
 D: 01°49'49.93"  
 L: 369.50  
 T: 405.33  
 R: 3130.00  
 E: 21.73  
 e. NC

Curve # 6  
 PI Sta. 306+88.49  
 N. 1619547.0875  
 E. 2306529.9769  
 DELTA: 17°06'49.3" (RT)  
 D: 05°30'52.24"  
 L: 175.83  
 T: 1039.00  
 R: 1039.00  
 E: 21.73  
 e. NC

PROPERTY AND EXISTING R/W LINE  
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 CONSTRUCTION LIMITS  
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 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 - EW, SENSITIVE AREA

DATE REVISIONS  
 DATE REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
 RIGHT OF WAY MAP

<b>Land Sales Adjustment Grid</b>					
Property Data	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Address	1624 Burt Creek Road	Afton Road	390 Harmony Church Road	Emmett Moss Road	Cow art Road
City, State	Daw sonville, GA	Marble Hill, GA	Daw sonville, GA	Daw sonville, GA	Daw sonville, GA
Proximity to Subject	-	7.2 Miles NE	8.2 Miles SE	8.1 Miles SE	6.6 Miles SW
<b>Sale Price</b>	-	<b>\$775,000</b>	<b>\$900,000</b>	<b>\$1,100,000</b>	<b>\$1,009,850</b>
Sale Date	-	2/10/2022	12/7/2022	10/20/2022	9/20/2022
Land Size (AC)	77.014	46.2400	39.940	46.730	53.150
<b>Price Per Acre</b>	-	<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
<b>Transactional Adjustments</b>					
Property Rights Conveyed		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Financing Terms		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Conditions of Sale		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Immediate Expenditures		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Market Conditions		7.1%	3.0%	3.8%	4.2%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$17,950</b>	<b>\$23,210</b>	<b>\$24,434</b>	<b>\$19,798</b>
<b>Property Adjustments</b>					
Size		0%	0%	0%	0%
Zoning		0%	0%	0%	0%
Shape/Utility		0%	0%	0%	0%
Topography		0%	0%	0%	0%
Improvements		0%	0%	0%	0%
Location		0%	0%	0%	0%
Utilities		10%	0%	0%	0%
Flood Zone		0%	0%	0%	0%
<b>Gross Property Adjustments</b>		<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Net Property Adjustments</b>		<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Adjusted Price Per Acre</b>		<b>\$19,745</b>	<b>\$23,210</b>	<b>\$24,434</b>	<b>\$19,798</b>

Market Data Information

Vacant Land Sales

Sale No.	Address/Tax ID/County	Deed Book	Page
1	Afton Road, 031 016 002, Marble Hill, Dawson County	1560	476
2	390 Harmony Church Road, Dawsonville, Dawson County	1611	546
3	Emmett Moss Road, 118 040, Dawsonville, Dawson County	1606	195
4	Cowart Road, 059 001, Dawsonville, Dawson County	1599	348

**COMPENSATION SUMMARY- 388C**

Project: SR 136 at Shoal Creek Road

Parcel: 4

County: Dawson

PI#: 120048

Date Signed: 08/30/2023

Date of Value: 07/29/2023

Appraiser/Signature: Gregory N. Malcolm

Certification #: CG000857

Appraiser's Name: Gregory N. Malcolm, MAI

Address: 6350 Lake Oconee Pkwy, Ste. 110-185  
Greensboro, GA 30642

Telephone Number: 678-344-9155

E-mail: greg@gmreas.com

Value of Land to be Acquired, Fee Simple:				
0.014 AC	\$24,000/AC		\$336	
Land Area	Price/Unit			
Value of Permanent Easement(s):				
Land Area	Price/Unit	% of Fee Value		
Value of Site Improvements to be Acquired:				
<b>Market Value of the Acquisition:</b>			<b>\$336</b>	
Cost to Cure/Site Improvement Report				
Damages to Trade Fixtures				
Temporary Easement			\$1,219	
<b>RECOMMENDED COMPENSATION, AS ROUNDED:</b>			<b>\$1,600</b>	

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
<b>OWNER/LEASED FEE</b>	Burt Creek Farms, LLC	\$1,600	R/W, Easements
<b>LEASEHOLD</b>			
<b>TRADE FIXTURES</b>			
<b>EASEMENT OWNERS</b>			
<b>LIFE ESTATE</b>			



<b>Land Sales Adjustment Grid</b>					
Property Data	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Address	S'side SR 136	Afton Road	390 Harmony Church Road	Emmett Moss Road	Cow art Road
City, State	Daw sonville, GA	Marble Hill, GA	Daw sonville, GA	Daw sonville, GA	Daw sonville, GA
Proximity to Subject	-	7.2 Miles NE	8.2 Miles SE	8.1 Miles SE	6.6 Miles SW
<b>Sale Price</b>	-	<b>\$775,000</b>	<b>\$900,000</b>	<b>\$1,100,000</b>	<b>\$1,009,850</b>
Sale Date	-	2/10/2022	12/7/2022	10/20/2022	9/20/2022
Land Size (AC)	374.328	46.2400	39.940	46.730	53.150
<b>Price Per Acre</b>	-	<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
<b>Transactional Adjustments</b>					
Property Rights Conveyed		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Financing Terms		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Conditions of Sale		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Immediate Expenditures		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Market Conditions		7.1%	3.0%	3.8%	4.2%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$17,950</b>	<b>\$23,210</b>	<b>\$24,434</b>	<b>\$19,798</b>
<b>Property Adjustments</b>					
Size		0%	0%	0%	0%
Zoning		0%	0%	0%	0%
Shape/Utility		0%	0%	0%	0%
Topography		0%	0%	0%	0%
Improvements		0%	0%	0%	0%
Location		0%	0%	0%	0%
Utilities		10%	0%	0%	0%
Flood Zone		0%	0%	0%	0%
<b>Gross Property Adjustments</b>		<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Net Property Adjustments</b>		<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Adjusted Price Per Acre</b>		<b>\$19,745</b>	<b>\$23,210</b>	<b>\$24,434</b>	<b>\$19,798</b>

Market Data Information

Vacant Land Sales

Sale No.	Address/Tax ID/County	Deed Book	Page
1	Afton Road, 031 016 002, Marble Hill, Dawson County	1560	476
2	390 Harmony Church Road, Dawsonville, Dawson County	1611	546
3	Emmett Moss Road, 118 040, Dawsonville, Dawson County	1606	195
4	Cowart Road, 059 001, Dawsonville, Dawson County	1599	348

**COMPENSATION SUMMARY- 388C**

Project: SR 136 at Shoal Creek Road

Parcel: 5

County: Dawson

PI#: 120048

Date Signed: 08/30/2023

Date of Value: 07/29/2023

Appraiser/Signature: Gregory N. Malcolm

Certification #: CG000857

Appraiser's Name: Gregory N. Malcolm, MAI

Address: 6350 Lake Oconee Pkwy, Ste. 110-185  
Greensboro, GA 30642

Telephone Number: 678-344-9155

E-mail: greg@gmreas.com

Value of Land to be Acquired, Fee Simple:				
0.328 AC	\$24,000/AC		\$7,872	
Land Area	Price/Unit			
Value of Permanent Easement(s):				
Land Area	Price/Unit	% of Fee Value		
Value of Site Improvements to be Acquired:				
<b>Market Value of the Acquisition:</b>			<b>\$7,872</b>	
Cost to Cure/Site Improvement Report				
Damages to Trade Fixtures				
Temporary Easement			\$1,706	
<b>RECOMMENDED COMPENSATION, AS ROUNDED:</b>			<b>\$9,600</b>	

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
<b>OWNER/LEASED FEE</b>	Burt Creek Farms, LLC	\$9,600	R/W, Easements
<b>LEASEHOLD</b>			
<b>TRADE FIXTURES</b>			
<b>EASEMENT OWNERS</b>			
<b>LIFE ESTATE</b>			

**COMPENSATION SUMMARY- 388C**

Project: SR 136 at Shoal Creek Road

Parcel: 4

County: Dawson

PI#: 120048

Date Signed: 08/30/2023

Date of Value: 07/29/2023

Appraiser/Signature: Gregory N. Malcolm

Certification #: CG000857

Appraiser's Name: Gregory N. Malcolm, MAI

Address: 6350 Lake Oconee Pkwy, Ste. 110-185  
Greensboro, GA 30642

Telephone Number: 678-344-9155

E-mail: greg@gmreas.com

Value of Land to be Acquired, Fee Simple:				
0.014 AC	\$24,000/AC		\$336	
Land Area	Price/Unit			
Value of Permanent Easement(s):				
Land Area	Price/Unit	% of Fee Value		
Value of Site Improvements to be Acquired:				
<b>Market Value of the Acquisition:</b>				<b>\$336</b>
Cost to Cure/Site Improvement Report				
Damages to Trade Fixtures				
Temporary Easement				\$1,219
<b>RECOMMENDED COMPENSATION, AS ROUNDED:</b>				<b>\$1,600</b>

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
<b>OWNER/LEASED FEE</b>	Burt Creek Farms, LLC	\$1,600	R/W, Easements
<b>LEASEHOLD</b>			
<b>TRADE FIXTURES</b>			
<b>EASEMENT OWNERS</b>			
<b>LIFE ESTATE</b>			

**APPENDIX "C" TO EXHIBIT "A"**

GEORGIA, GREENE COUNTY

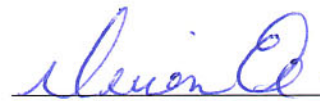
Personally comes, Gregory N. Malcolm, residing at 2130 Armour Bridge Road, Greensboro, GA 30642.

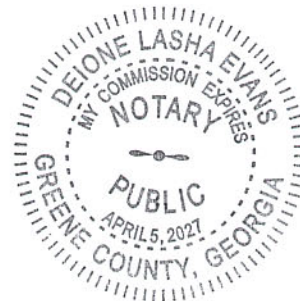
1. Affiant was employed by Dawson County to appraise Parcel No. 04 of the right of way and rights required for construction of Project No. 120048 SR 136 at Shoal Creek Road in Dawson County, Georgia for said County and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said county and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of **\$1,600.00**.

  
\_\_\_\_\_  
APPRAISER

Sworn to and subscribed before me,  
this 27 day of Feb, 2024.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires 4-5-27





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: April 4, 2024

Prepared By: Robert W. Drewry, Director of Public Works

Voting Session: April 18, 2024

Presenter: Robert W. Drewry

Public Hearing: Yes \_\_\_\_\_ No

**Agenda Item Title:** Board consideration and approval of a Resolution to condemn property interest in Tax Parcel # 090 015 001 (Portion); Parcel Owner: Burt Creek Farms, LLC; of the SR 136 at Shoal Creek Road Project – Parcel 05 with authorization for the Chairman to execute documents in furtherance of same.

**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.

**Current Information:**

Parcel #5 is owned by Burt Creek Farms, LLC. The project requires 15,474.88 square feet of temporary construction easements and 0.328 acres of fee simple right of way. The temporary easements will terminate upon completion of the project.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401			\$9,600.00	

**Recommendation/Motion:**

Department Head Authorization: \_\_\_\_\_ RWD \_\_\_\_\_

Date: March 22, 2024

Finance Dept. Authorization: Vickie Neikirk

Date: 3/26/24

County Manager Authorization: J. Leverette

Date: 3/26/24

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

# **DAWSON COUNTY, GA**

SR 136 @ Shoal Creek Rd  
Parcel 05

Tax Parcel I.D #: 090 015 001 (portion)

Property Owner: Burt Creek Farms, LLC

FOR BOC REVIEW, CONSIDERATION,  
AND EXECUTION:

- (1) Resolution<sup>1</sup>
- (2) Declaration of Taking<sup>2</sup>
- (3) Order to Condemn<sup>3</sup>

---

<sup>1</sup> Keep original Resolution with Dawson County, return Certified Resolution to Jarrard & Davis, LLP

<sup>2</sup> Return original Declaration of Taking to Jarrard & Davis, LLP

<sup>3</sup> Return original Order to Condemn to Jarrard & Davis, LLP

RESOLUTION

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE  
THE DAWSON COUNTY POWERS OF EMINENT DOMAIN  
IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY  
SITUATED IN DAWSON COUNTY, GEORGIA,  
FOR PUBLIC ROAD AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, counties may acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and,

WHEREAS, the governing authority of Dawson County, Georgia, a political subdivision of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the acquisition of certain interests in property for county road and/or other transportation purposes.

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED,** Angela Davis, County Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the Dawson County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit “A” which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of Dawson County, said property now or formerly vested in Burt Creek Farms, LLC, their successors or assigns. It is further resolved that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment. The Chairman may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and Order of the Board of Commissioners.

ADOPTED by the Dawson County Board of Commissioners this \_\_\_ day of \_\_\_\_\_, 2024.

**Dawson County Board of Commissioners:**

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

\_\_\_\_\_  
Seth Stowers, District 1 Commissioner

**[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]**



**[CONTINUED FROM THE PREVIOUS PAGE]**

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Chris Gaines, District 2 Commissioner

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Alexa Bruce, District 3 Commissioner

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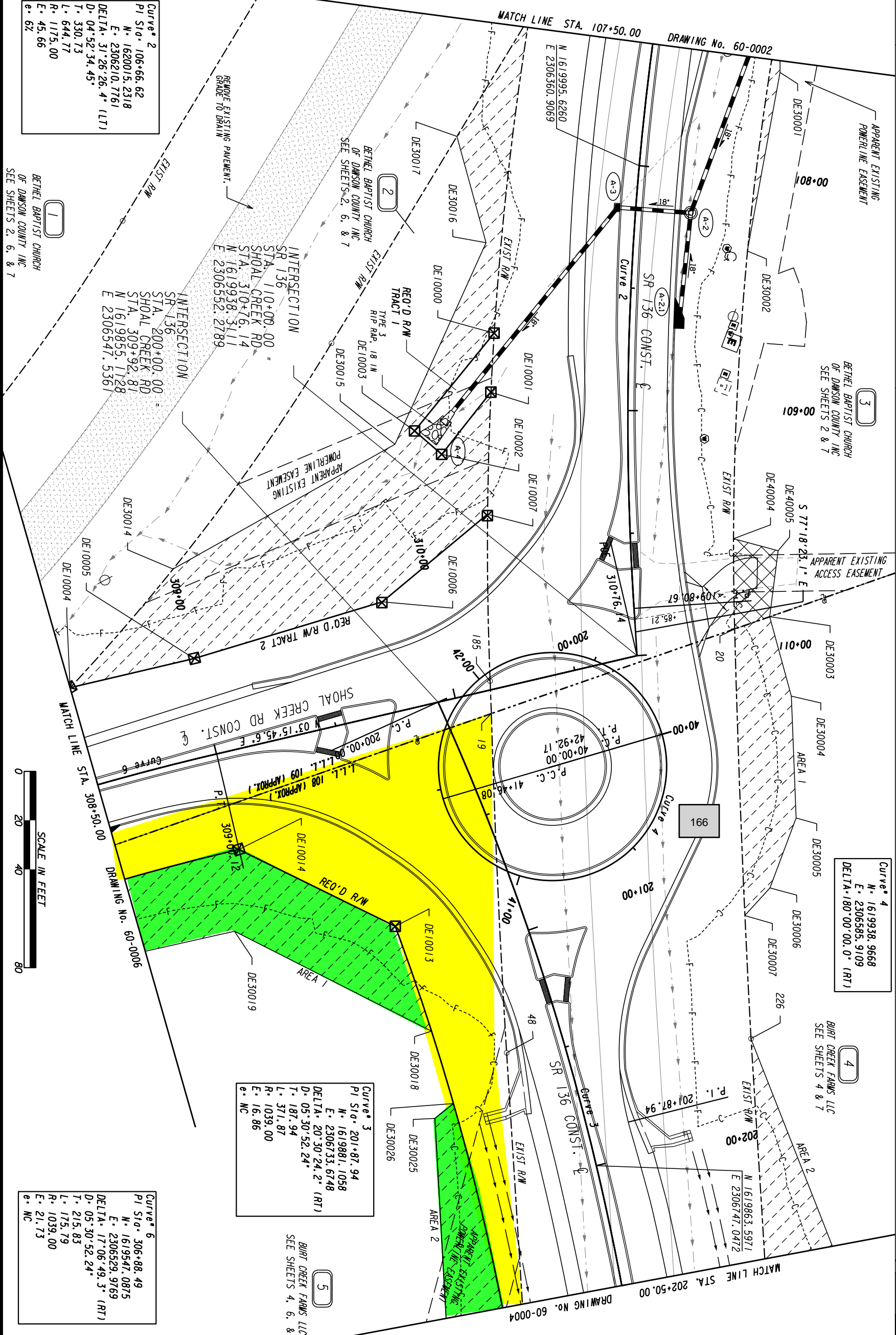
Emory Dooley, District 4 Commissioner

Attest:

---

Kristen Cloud, County Clerk

**EXHIBIT**  
**A**



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 - EW, SENSITIVE AREA

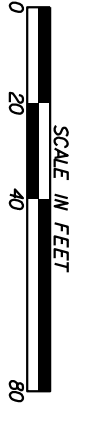
DATE	REVISIONS

DATE	REVISIONS

DAMSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**

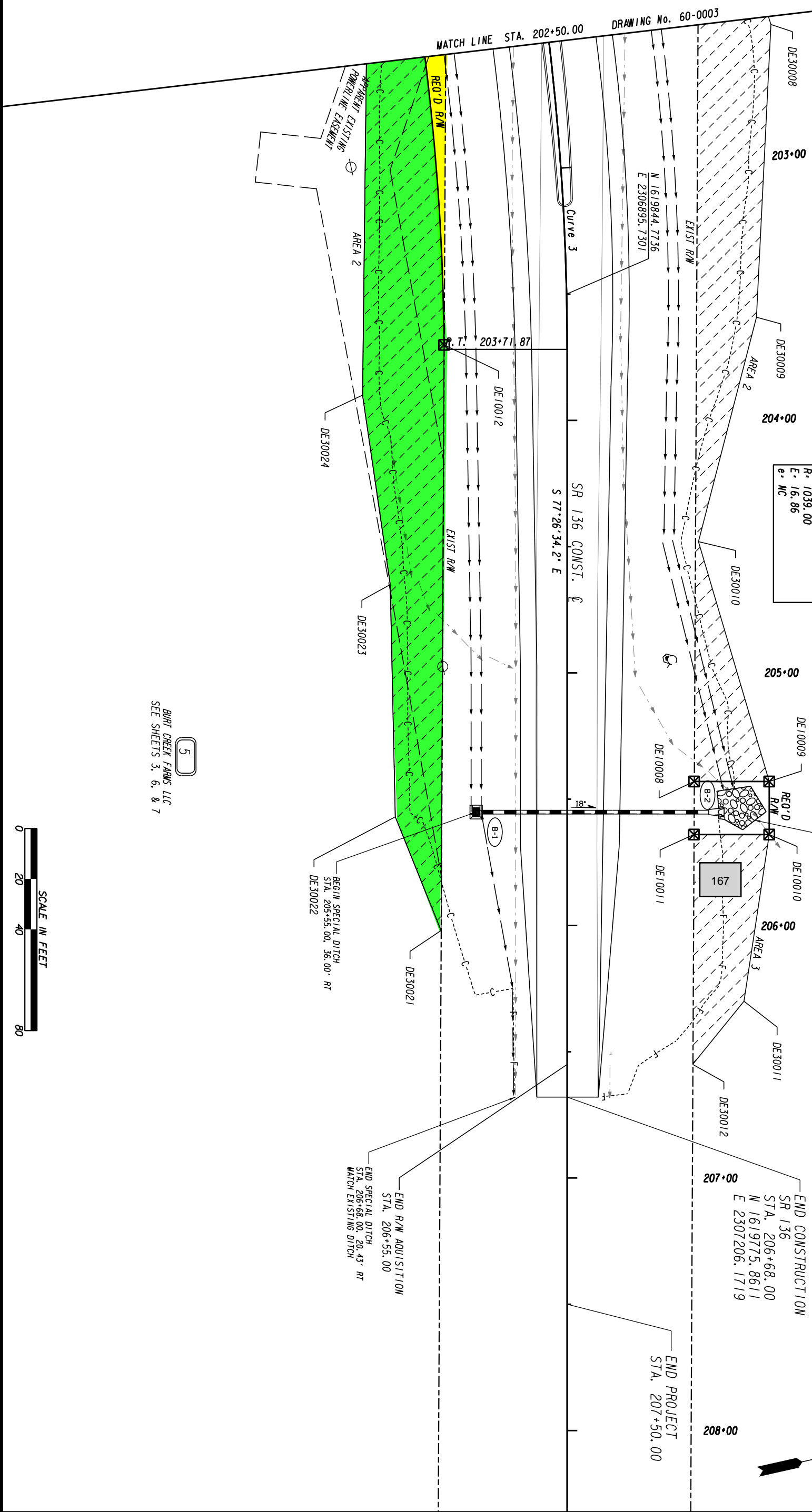
PROJECT NO.: 0120048  
 COUNTY: DAMSON COUNTY  
 LAND LOT NO.: 108, 109  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 3 OF 8

DRAWING NO.  
**60-0003**

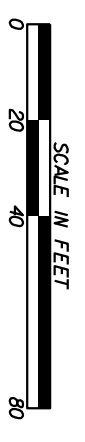


**4**  
BIRT CREEK FARMS LLC  
SEE SHEETS 3 & 7

**Curve 3**  
PI Sta. 201+87.94  
N = 1619881.1058  
E = 2306733.6748  
DELTA = 20°30'24.2" (RT)  
D = 05°30'52.24"  
T = 187.94  
L = 371.87  
R = 1039.00  
e = 16.86  
e = NC



**5**  
BIRT CREEK FARMS LLC  
SEE SHEETS 3, 6, & 7



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	---
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 - EW, SENSITIVE AREA	---

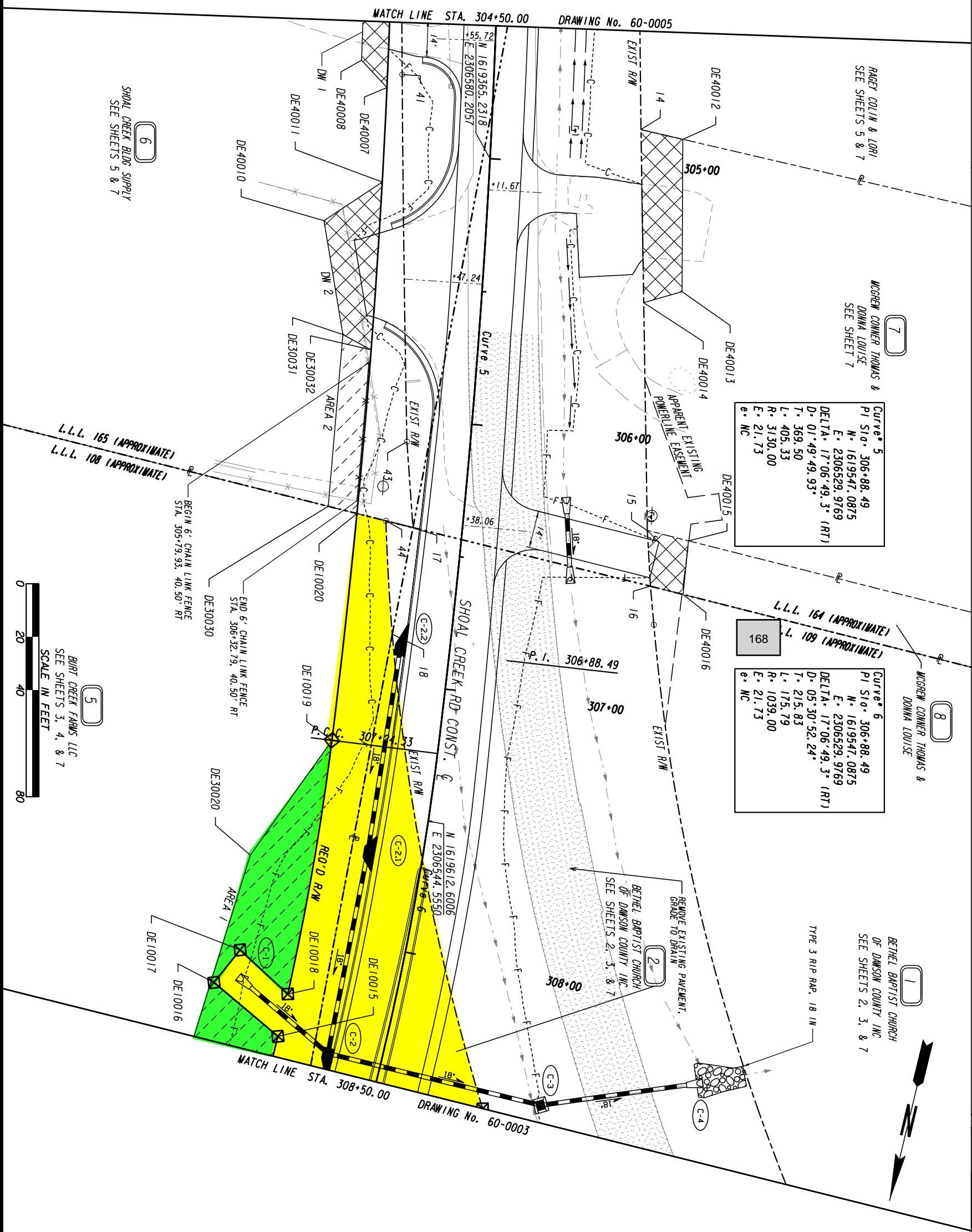
DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
PUBLIC WORKS

**RIGHT OF WAY MAP**

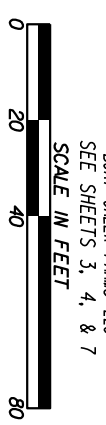
PROJECT NO.: 0120048  
COUNTY: DAWSON COUNTY  
LAND LOT NO.: 108  
LAND DISTRICT: 4  
GMD: 1178  
DATE: 7-14-23 SH 4 OF 8

DRAWING NO.  
**60-0004**

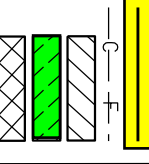


**Curve # 5**  
 PI Sta. 306+88.49  
 N. 1619547.0875  
 E. 2306529.9769  
 DELTA: 17°06'49.3" (RT)  
 D: 01'49"49.93"  
 L: 369.50  
 T: 405.33  
 R: 3130.00  
 E: 21.73  
 e. NC

**Curve # 6**  
 PI Sta. 306+88.49  
 N. 1619547.0875  
 E. 2306529.9769  
 DELTA: 17°06'49.3" (RT)  
 D: 05'30"52.24"  
 L: 175.83  
 T: 1039.00  
 R: 1039.00  
 E: 21.73  
 e. NC



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 - EW. 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: 1178  
 DATE: 7-14-23 SH 6 OF 8

DRAWING NO.  
**60-0006**



SEE SHEETS 2, 3, & 6  
PARCEL 1 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE100

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 2 TRACT 1 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W DE10

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 2 TRACT 2 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W TRACT 1 - 0.014 ACRES

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 2 TRACT 2 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W DE102

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE103

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W TRACT 2 - 0.358 ACRES

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

TOTAL RECD R/W \* 0.372 ACRES  
REMAINDER +/- 0.35 ACRES

SEE SHEETS 2, 3, & 6  
PARCEL 2 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE103

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE103

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE104

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE104

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D TEMP- EASMT- DE105

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

SEE SHEETS 2, 3, & 6  
PARCEL 3 BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.  
REC'D R/W TRACT 2 - 0.358 ACRES

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10000, DE/10001, DE/10002, DE/10003, DE/10004.

TOTAL RECD R/W \* 0.372 ACRES  
REMAINDER +/- 0.35 ACRES

SEE SHEETS 3, 4 & 4  
PARCEL 4 BURR CREEK FARMS LLC  
REC'D R/W DE106

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10008, DE/10009, DE/10010, DE/10011, DE/10008.

SEE SHEETS 3, 4 & 6  
PARCEL 4 AREA 1 BURR CREEK FARMS LLC  
REC'D R/W DE10

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10012, DE/10011, DE/10008, DE/10008.

SEE SHEETS 3, 4 & 6  
PARCEL 4 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE107

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10003, DE/10014, DE/10015, DE/10016, DE/10017.

SEE SHEETS 3, 4 & 6  
PARCEL 4 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE108

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10018, DE/10017, DE/10016, DE/10015, DE/10014.

SEE SHEETS 3, 4 & 6  
PARCEL 4 AREA 3 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE109

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 4 AREA 3 BURR CREEK FARMS LLC  
REC'D R/W TRACT 2 - 1902.41 SF

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10011, DE/10012, DE/10011, DE/10011.

TOTAL RECD EASMT AREA \* 11060.47 SF

SEE SHEETS 3, 4 & 6  
PARCEL 5 BURR CREEK FARMS LLC  
REC'D R/W DE110

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 1 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE111

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10012, DE/10011, DE/10008, DE/10008.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10018, DE/10017, DE/10016, DE/10015, DE/10014.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

TOTAL RECD EASMT AREA \* 15474.88 SF

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 1 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE111

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

SEE SHEETS 3, 4 & 6  
PARCEL 5 AREA 2 BURR CREEK FARMS LLC  
REC'D TEMP- EASMT- DE112

Table with columns: PNT, OFFSET/DIST, STATION/BEARING, ALIGNMENT. Rows include DE/10019, DE/10018, DE/10017, DE/10016, DE/10015.

TOTAL RECD EASMT AREA \* 15474.88 SF

Table with columns: DATE, REVISIONS, DATE, REVISIONS. Multiple empty rows.

DAMSON COUNTY PUBLIC WORKS  
RIGHT OF WAY MAP  
PROJECT NO: 0120048  
COUNTY: DAMSON COUNTY  
LAND LOT NO: 108, 109, 164, 165  
LAND DISTRICT: 4  
GMD 1178  
DATE 7-14-23 SH 7 OF 8  
DRAWING NO. 60-0007

**LEGAL DESCRIPTION**

PROJECT NO.: Right of Way of Proposed SR 136 at Shoal Creek Road  
P.I. NO.: 0120048  
PARCEL NO.: 05  
DATE OF R/W PLANS: July 14, 2023  
REVISION DATE: N/A

**Required Right of Way**

Being a strip or parcel of land running in, though, over and across the property now or formerly owned by BURT CREEK FARMS, LLC, as described in a deed recorded among the Land Records of Dawson County, Georgia in Deed Book 1323, Page 212, said strip or parcel being shown on a Right of Way sketch prepared by POND, and attached hereto, and said strip or parcel lying and being in Land Lot 108, 4<sup>th</sup> Land District, Georgia Militia District 1178, Dawson County, Georgia, and being more particularly described as follows:

Beginning at a point 9.46 feet right of and opposite station 310+12.86 on said construction centerline laid out for Shoal Creek Road; running thence southeasterly 138.50 feet along the arc of a curve (said curve having a radius of 4130.05 feet and a chord distance of 138.50 feet on a bearing of S 76°09'46.7" E) to the point 145.60 feet right of and opposite station 309+87.44 on said construction centerline laid out for Shoal Creek Road; thence S 77°09'18.3" E a distance of 217.64 feet to a point 48.71 feet right of and opposite station 203+70.00 on said construction centerline laid out for SR136; thence northwesterly 276.14 feet along the arc of a curve (said curve having a radius of 985.00 feet and a chord distance of 275.24 feet on a bearing of N 85°56'56.4" W) to the point 85.00 feet right of and opposite station 309+55.00 on said construction centerline laid out for Shoal Creek Road; thence S 42°33'15.8" W a distance of 71.06 feet to a point 40.00 feet right of and opposite station 309+00.00 on said construction centerline laid out for Shoal Creek Road; thence southwesterly 55.77 feet along the arc of a curve (said curve having a radius of 999.00 feet and a chord distance of 55.76 feet on a bearing of S 1°39'25.0" W) to the point 40.00 feet right of and opposite station 308+42.00 on said construction centerline laid out for Shoal Creek Road; thence S 63°25'50.6" E a distance of 31.40 feet to a point 68.00 feet right of and opposite station 308+27.00 on said construction centerline laid out for Shoal Creek Road; thence S 25°16'09.9" W a distance of 15.71 feet to a point 61.00 feet right of and opposite station 308+12.00 on said construction centerline laid out for Shoal Creek Road; thence N 60°44'29.4" W a distance of 24.37 feet to a point 40.00 feet right of and opposite station 308+25.00 on said construction centerline laid out for Shoal Creek Road; thence southeasterly 96.80 feet along the arc of a curve (said curve having a radius of 999.00 feet and a chord distance of 96.76 feet on a bearing of S 3°39'19.8" E) to the point 40.00 feet right of and opposite station 307+24.33 on said construction centerline laid out for Shoal Creek Road; thence southeasterly 85.69 feet along the arc of a curve (said curve having a radius of 3090.00 feet and a chord distance of 85.69 feet on a bearing of S 7°13'32.6" E) to the point 40.00 feet right of and opposite station 306+37.53 on said construction centerline laid out for Shoal Creek Road; thence N 89°25'25.6" W a distance of 11.16 feet to a point 28.96 feet right of and opposite station 306+39.21 on said construction centerline laid out for Shoal Creek Road; thence northwesterly 42.62 feet along the arc of a curve (said curve having a radius of 850.71 feet and a chord distance of 42.62 feet on a bearing of N 16°45'42.3" W) to the

point 22.18 feet right of and opposite station 306+81.63 on said construction centerline laid out for Shoal Creek Road; thence N 2°48'44.1" W a distance of 327.53 feet back to the POINT OF BEGINNING.

The above described parcel contains ± 0.328 (14,295.44 sq. ft.) acres more or less.

### **Required Temporary Construction Easement**

This temporary easement grants the right to execute certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Dawson County, Georgia may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required slopes within the easement area shown on the attached plats. Said easement will expire on \_\_\_\_\_, 2026, or upon completion and final acceptance of the Project above by Dawson County, Georgia, whichever shall first occur.

#### **Area #1:**

Beginning at a point 40.00 feet right of and opposite station 307+24.33 on said construction centerline laid out for Shoal Creek Road; running thence northwesterly 96.80 feet along the arc of a curve (said curve having a radius of 999.00 feet and a chord distance of 96.76 feet on a bearing of N 3°39'19.8" W) to the point 40.00 feet right of and opposite station 308+25.00 on said construction centerline laid out for Shoal Creek Road; thence S 60°44'29.4" E a distance of 24.37 feet to a point 61.00 feet right of and opposite station 308+12.00 on said construction centerline laid out for Shoal Creek Road; thence N 25°16'09.9" E a distance of 15.71 feet to a point 68.00 feet right of and opposite station 308+27.00 on said construction centerline laid out for Shoal Creek Road; thence N 63°25'50.6" W a distance of 31.40 feet to a point 40.00 feet right of and opposite station 308+42.00 on said construction centerline laid out for Shoal Creek Road; thence northeasterly 55.77 feet along the arc of a curve (said curve having a radius of 999.00 feet and a chord distance of 55.76 feet on a bearing of N 1°39'25.0" E) to the point 40.00 feet right of and opposite station 309+00.00 on said construction centerline laid out for Shoal Creek Road; thence N 42°33'15.8" E a distance of 71.06 feet to a point 50.69 feet right of and opposite station 200+80.00 on said construction centerline laid out for SR136; thence northeasterly 45.25 feet along the arc of a curve (said curve having a radius of 985.00 feet and a chord distance of 45.24 feet on a bearing of N 87°20'08.4" E) to the point 50.34 feet right of and opposite station 201+27.56 on said construction centerline laid out for SR136; thence S 43°18'07.8" W a distance of 90.09 feet to a point 72.00 feet right of and opposite station 308+90.00 on said construction centerline laid out for Shoal Creek Road; thence S 3°43'20.7" W a distance of 108.65 feet to a point 64.00 feet right of and opposite station 307+74.00 on said construction centerline laid out for Shoal Creek Road; thence S 21°53'35.4" W a distance of 52.93 feet back to the POINT OF BEGINNING.

The above described parcel contains ± 0.138 acres (6,019.96 sq. ft.) more or less.

**Area #2:**

Beginning at a point 48.71 feet right of and opposite station 203+70.00 on said construction centerline laid out for SR136; running thence S 77°09'18.3" E a distance of 231.92 feet to a point 49.88 feet right of and opposite station 206+02.00 on said construction centerline laid out for SR136; thence S 80°37'23.7" W a distance of 48.51 feet to a point 68.00 feet right of and opposite station 205+57.00 on said construction centerline laid out for SR136; thence N 78°41'17.5" W a distance of 92.02 feet to a point 70.00 feet right of and opposite station 204+65.00 on said construction centerline laid out for SR136; thence N 85°46'05.8" W a distance of 75.80 feet to a point 80.98 feet right of and opposite station 203+90.00 on said construction centerline laid out for SR136; thence N 76°47'22.1" W a distance of 212.90 feet to a point 59.00 feet right of and opposite station 201+64.00 on said construction centerline laid out for SR136; thence N 22°06'25.9" W a distance of 9.66 feet to a point 50.11 feet right of and opposite station 201+60.00 on said construction centerline laid out for SR136; thence southeasterly 200.02 feet along the arc of a curve (said curve having a radius of 985.00 feet and a chord distance of 199.68 feet on a bearing of S 83°44'06.6" E) back to the POINT OF BEGINNING.

The above described parcel contains ± 0.217 acres (9,454.92 sq. ft.) more or less.



## EXHIBIT “A”

### DECLARATION OF TAKING

**WHEREAS**, Dawson County, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit “A,” and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.*, and

**WHEREAS**, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit “A,” and made a part hereof; and

**WHEREAS**, Dawson County, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above-referred to, a copy of the appraiser’s sworn statement being attached hereto identified as Appendix C to Exhibit “A,” and made a part hereof; and

**WHEREAS**, in consequence of the sworn statement, Appendix C to Exhibit “A,” Dawson County, Georgia estimates \$9,600.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit “A” which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

**NOW, THEREFORE**, the premises considered, Dawson County, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit “A,” which

is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

This \_\_\_ day of \_\_\_\_\_, 2024.

---

**BILLY THURMOND**, Chairman  
Dawson County Board of Commissioners

ATTEST:

---

**Kristen Cloud**, Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel

Patrick D. Jaugstetter  
Georgia Bar No. 389680  
Priya M. Patel  
Georgia Bar No. 869743

**JARRARD & DAVIS, LLP**

222 Webb Street  
Cumming, Georgia 30040  
(678) 455-7150 – telephone  
(678) 455-7149 – facsimile  
Attorneys for Condemnor

**ORDER OF THE DAWSON COUNTY BOARD OF COMMISSIONERS TO CONDEMN  
PROPERTY FOR PURPOSES OF CONSTRUCTING AND IMPROVING A PUBLIC  
TRANSPORTATION PROJECT**

WHEREAS, the Board of Commissioners of Dawson County has laid out and determined to construct a public transportation facility for Dawson County at parcel identification number 090 015 001 (portion), being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit “A” to the Petition for Condemnation).

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit “A” to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	0.328 acres of fee simple right of way; 15,474.88 sq. ft. of temporary easement for the construction of slopes
Owner(s):	Burt Creek Farms, LLC
Potentially Interested Parties:	Southern Conservation Trust, Inc.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Board of Commissioners of Dawson County that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit “A” of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq.* for public road purposes or other transportation purposes.

IT IS ORDERED that Dawson County proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit “A” to the Petition for Condemnation) by condemnation under the provisions of said Code, and County Attorney Angela Davis or her designees are authorized and directed to file condemnation

proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

**SO ORDERED** by the Dawson County Board of Commissioners, this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
**BILLY THURMOND**, Chairman  
Dawson County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Kristen Cloud, Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel  
Patrick D. Jaugstetter  
Georgia Bar No. 389680  
Priya M. Patel  
Georgia Bar No. 869743

**JARRARD & DAVIS, LLP**  
222 Webb Street  
Cumming, Georgia 30040  
678-455-7150 (telephone)  
678-455-7149 (facsimile)  
[patrickj@jarrard-davis.com](mailto:patrickj@jarrard-davis.com)  
[ppatel@jarrard-davis.com](mailto:ppatel@jarrard-davis.com)

Attorneys for Dawson County, Georgia



# JARRARD & DAVIS, LLP

222 WEBB STREET  
CUMMING, GEORGIA 30040

JENNIFER MCCALL,  
ASSOCIATE  
JMCCALL@JARRARD-DAVIS.COM

PHONE: 678-455-7150  
FAX: 678-455-7149  
WWW.JARRARD-DAVIS.COM

December 22, 2023

**VIA CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED- 7022 3330 0001 5420 4453**

Burt Creek Farms, LLC  
c/o Universal Registered Agents, Inc., Registered Agent  
900 Old Roswell Lakes Parkway  
Suite 310  
Roswell, Georgia 30076

**VIA CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED- 7022 3330 0001 5420 4460**

Burt Creek Farms, LLC  
6435 Shiloh Road, Suite B  
Alpharetta, Georgia 30005

**VIA CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED- 7022 3330 0001 5420 4477**

Burt Creek Farms, LLC  
1624 Burt Creek Road  
Dawsonville, Georgia 30534

**VIA REGULAR MAIL**

Burt Creek Farms, LLC  
P.O. Box 2249  
Cumming, Georgia 30028

**Re: SR136 @ Shoal Creek Road Roundabout Project No. 0120048  
Project Parcel Nos. 4 and 5 (Tax Parcel No. 090 015 001)**

Dear Universal Registered Agents, Inc.,

We represent Dawson County, a political subdivision of the State of Georgia (the "County"), as its County Attorney. The County Public Works Department has developed a plan to improve the intersection of State Route 136 and Shoal Creek Road to include the construction of a roundabout (the "Project"). The County must acquire certain real property interests from some of the abutting property owners, including the parcels referenced below currently owned by Burt Creek Farms, LLC ("Burt Creek").

By now you have probably noticed the preliminary activity around the Project site, including surveying work, and the County's appraiser has already reached out regarding the Project as well. To accommodate the Project, the County must acquire certain real property interests as reflected on the

enclosed Right of Way Plans. Specifically, the County must acquire Temporary Construction Easements and Right of Ways on both Project Parcel #4 and Project Parcel #5.

In accordance with applicable state law, the County is required to initiate its negotiation for the acquisition of these real property interests by offering to purchase such interests at the fair market value established by an independent appraiser. Based on that information, the County will purchase the necessary real property interests as follows:

**Project Parcel 4**

0.014 acres (625.62 square feet) of Right of Way	<b>\$ 350.00</b>
Area 1- 0.051 acres (2,221.25 square feet) of Temporary Construction Easement	
Area 2- 0.159 acres (6,936.81 square feet) of Temporary Construction Easement	
Area 3- 0.044 acres (1,902.41 square feet) of Temporary Construction Easement	
Total - 0.254 acres of Temporary Construction Easement	<b>\$ 1,250.00</b>
<b>Project Parcel 4 Total</b>	<b>\$ 1,600.00</b>

**Project Parcel 5**

0.328 acres (14,295.44 square feet) of Right of Way	<b>\$ 7,890.00</b>
Area 1- 0.138 acres (6,019.96 square feet) of Temporary Construction Easement	
Area 2- 0.217 acres (9,454.92 square feet) of Temporary Construction Easement	
Total - 0.355 acres of Temporary Construction Easement	<b>\$ 1,710.00</b>
<b>Project Parcel 5 Total</b>	<b>\$ 9,600.00</b>
<b>TOTAL</b>	<b>\$ 11,200.00</b>

Enclosed you will find an Agreement for Purchase and Sale of Realty regarding the County's acquisition of the necessary real property interests needed from the abutting Burt Creek property as delineated above. Please review the proposed agreement and let us know if you have any questions about the terms. Throughout this process, should you have any questions or concerns, please do not hesitate to reach out to me or my paralegal, Leslie Trimmer, by calling the office number or by email communication at [Ltrimmer@jarrard-davis.com](mailto:Ltrimmer@jarrard-davis.com).

Thank you for your attention and cooperation in this process. If you would like additional information about the Project, please let me know. Also, if desired, we can coordinate a meeting at the County's administrative offices to provide an opportunity to discuss the Project with County staff.

Lastly, we ask that you contact our office within ten (10) days of receipt of this notice, so we may discuss proceeding with the purchase of the above-mentioned real property interests. If we are unable to successfully negotiate the acquisition of the above interests, the County will have no choice but to commence a condemnation action to acquire the necessary property interests to complete the Project. However, the County seeks to avoid proceeding with such action and hopes that the parties can work together to reach an agreement.

Sincerely,

**JARRARD & DAVIS, LLP**

*/s/ Jennifer McCall*

Jennifer McCall, Associate

Cc: Robert Drewry, Director of Public Works (*via email*)

Enc.

**AGREEMENT TO PURCHASE REAL ESTATE**

Dawson County P.I. #0120048  
SR 136 at Shoal Creek Road  
Parcels # 4 and 5  
Tax Parcel ID # 090 015 001  
Owners: Burt Creek Farms, LLC

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:

Required right-of-way and temporary easement rights through that tract or parcel of land located in Land Lot 108 of the 4<sup>th</sup> Land District, G.M.D 1178, Dawson County, Georgia, and being more particularly described and depicted on "Exhibit A" attached hereto and made a part hereof by reference. To wit,

**Parcel 090 015 001**

**Project Parcel 4**

0.014 acres (625.62 square feet) of Right of Way	<b>\$350.00</b>
Area 1- 0.051 acres (2,221.25 square feet) of Temporary Construction Easement	
Area 2- 0.159 acres (6,936.81 square feet) of Temporary Construction Easement	
Area 3- 0.044 acres (1,902.41 square feet) of Temporary Construction Easement	
<b>Total - 0.254 acres of Temporary Construction Easement</b>	<b><u>1,250.00</u></b>

**Project Parcel 4 Total** **\$1,600.00**

**Project Parcel 5**

0.328 acres (14,295.44 square feet) of Right of Way	<b>\$7,890.00</b>
Area 1- 0.138 acres (6,019.96 square feet) of Temporary Construction Easement	
Area 2- 0.217 acres (9,454.92 square feet) of Temporary Construction Easement	
<b>Total - 0.355 acres of Temporary Construction Easement</b>	<b><u>\$1,710.00</u></b>

**Project Parcel 5 Total** **\$ 9,600.00**

**TOTAL** **\$ 11,200.00**



For the sum of \$11,200.00, the undersigned agrees to execute and deliver to Dawson County Right of Way and Temporary Easements to the lands owned by the undersigned as reflected on the attached "Exhibit A."

\* \* \* \* \*

The following conditions are imposed upon the conveyance and grant herein described:

- 1) The consideration recited (\$11,200.00) 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 \_\_\_\_\_, 2023.

**BURT CREEK FARMS, LLC**

Signed this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ in the presence of:

By: \_\_\_\_\_  
Name:  
Its:

\_\_\_\_\_  
Witness

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

ACCEPTED:

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

Signed this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ in the presence of:

By: \_\_\_\_\_  
BILLY THURMOND, CHAIRMAN

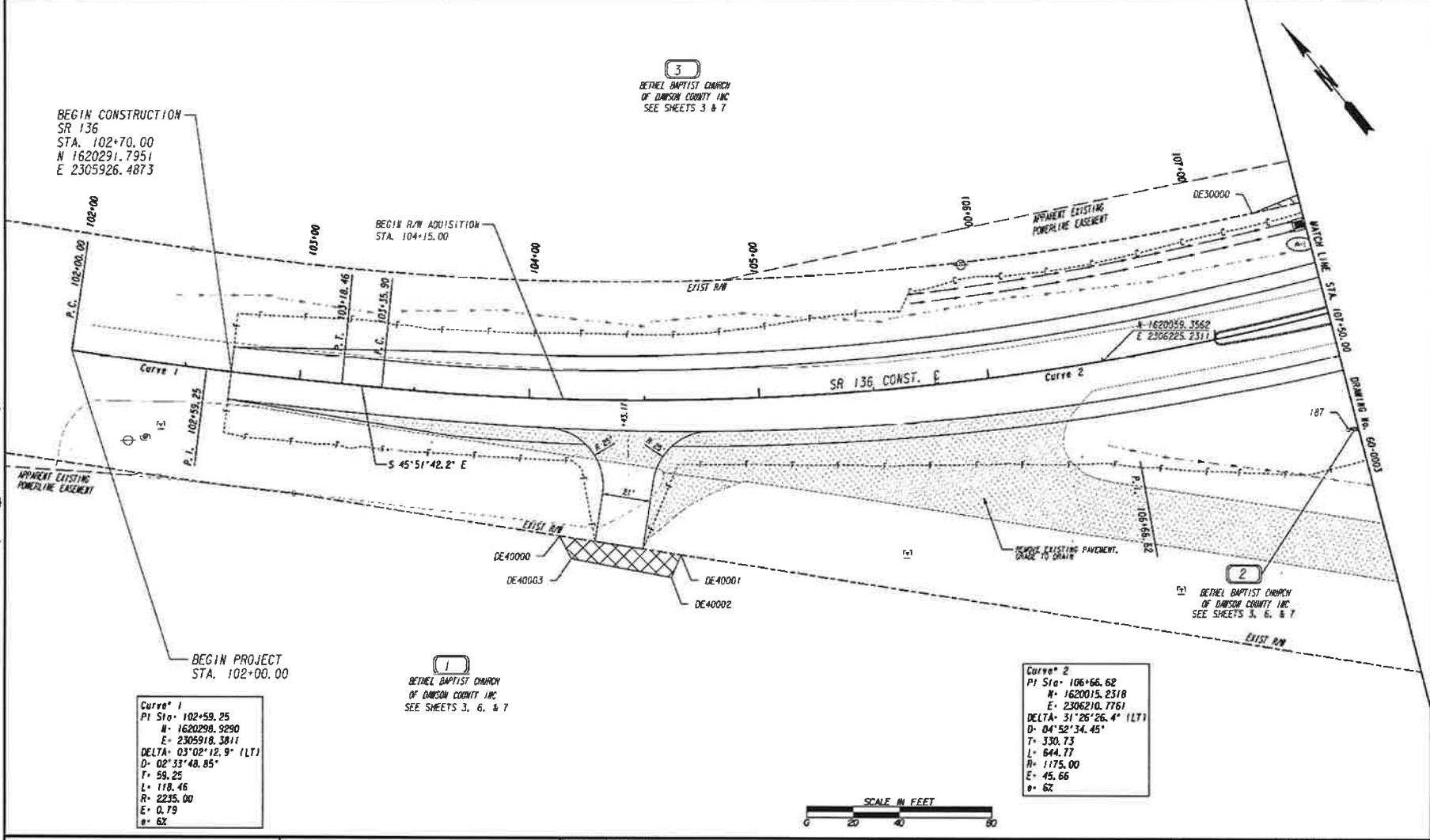
\_\_\_\_\_  
Witness

ATTEST:

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

By: \_\_\_\_\_  
Kristen Cloud, Dawson County Clerk

**EXHIBIT A**  
**(Page 1 of 4)**



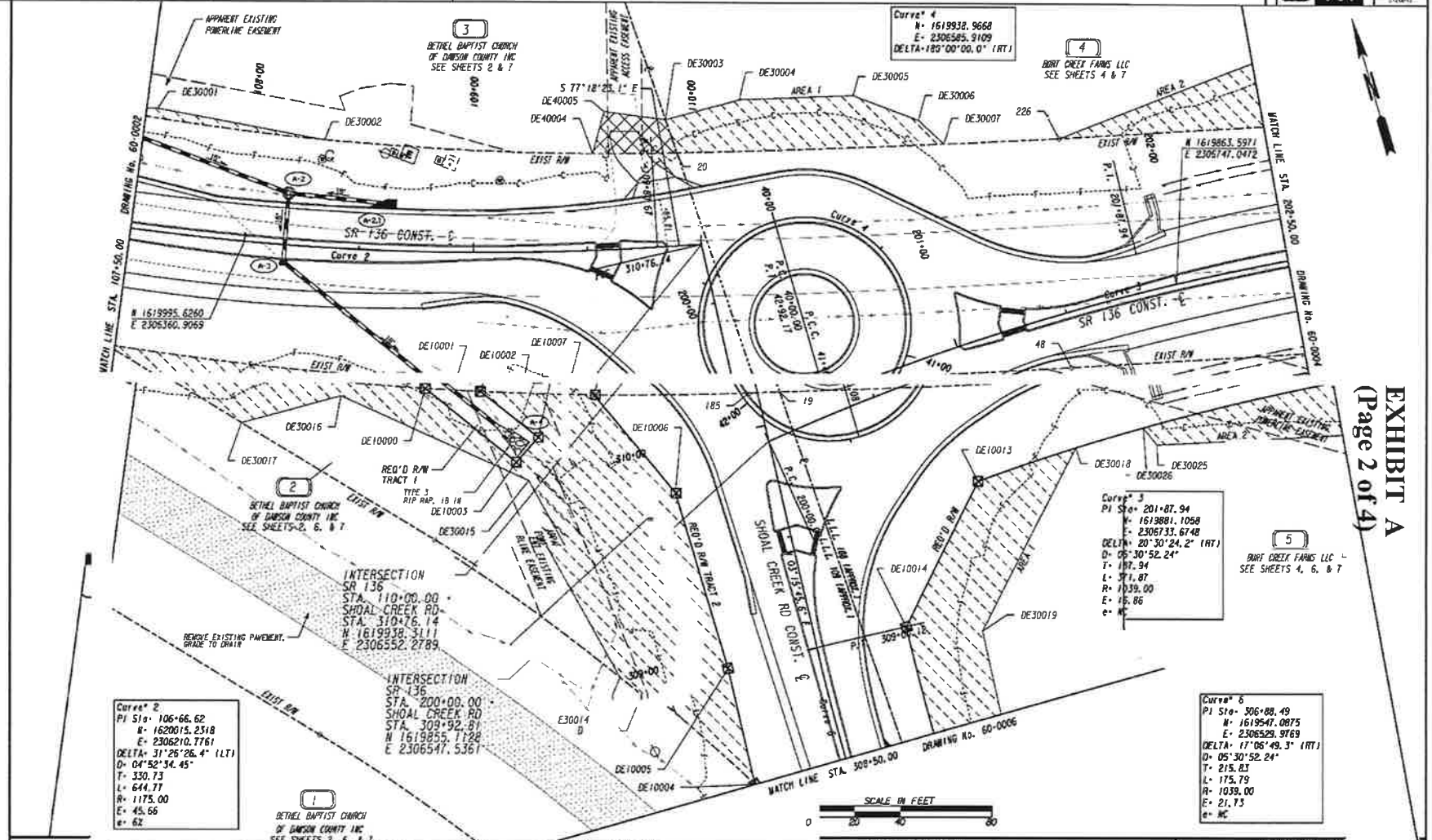
**Curve\* 1**  
 PI Sta. 102+59.25  
 M = 1620298.9290  
 E = 2305918.3811  
 DELTA = 03°02'12.9" (LT)  
 D = 02°33'48.85"  
 T = 59.25  
 L = 118.46  
 R = 2235.00  
 E = 0.79  
 a = 6X

**Curve\* 2**  
 PI Sta. 106+66.62  
 M = 1620015.2318  
 E = 2306210.7761  
 DELTA = 31°26'26.4" (LT)  
 D = 04°52'34.45"  
 T = 330.73  
 L = 644.77  
 R = 1175.00  
 E = 45.66  
 a = 6X

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	---
RED'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
RED'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS	DATE	REVISIONS

DANSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO.: 60-0002  
 COUNTY: DANSON COUNTY  
 LAND LOT NO.: 109  
 LAND DISTRICT: 4  
 GMS 1178  
 DATE: 7-14-23 SH. 2 OF 8  
 DRAWING NO.: 60-0002



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	ERD LIMIT OF ACCESS	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
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EXHIBIT A  
 (Page 2 of 4)



**EXHIBIT A**  
**(Page 4 of 4)**

SEE SHEETS 3 & 4

PARCEL 4 BURT CREEK FARMS LLC  
REQ'D R/W DE106

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10008	50.26 L	205+43.00	E SRI36
	29.74	N 12°33'25.8" E	
DE10009	80.00 L	205+43.00	E SRI36
	21.00	S 77°26'34.2" E	
DE10010	80.00 L	205+64.00	E SRI36
	29.84	S 12°33'25.8" W	
DE10011	50.16 L	205+64.00	E SRI36
	21.00	N 77°09'42.9" W	
DE10008	50.26 L	205+43.00	E SRI36
REOD R/W	625.62 SF		
REOD R/W	0.014 ACRES		
REMAINDER	+/- 77 ACRES		

SEE SHEETS 3 & 4

PARCEL 4 AREA 1 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE107

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
20	40.31 L	109+91.75	W SRI36
DE30003	58.00 L	105+87.88	W SRI36
DE30004	133.61 L	200+50.71	E SRI36
DE30005	116.12 L	200+92.83	E SRI36
DE30006	98.87 L	201+14.19	E SRI36
DE30007	85.62 L	201+21.16	E SRI36
ARC LENGTH	116.91		
CHORD BEAR	N 75°38'07.9" W		
LNTH CHORD	116.91		
RADIUS	5896.99		
DEGREE	0°58'17.8"		
20	40.31 L	109+91.75	W SRI36
REOD EASMT AREA 1	2221.25 SF		

SEE SHEETS 3 & 4

PARCEL 4 AREA 2 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE108

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
226	73.83 L	201+66.55	E SRI36
DE30008	88.00 L	202+53.00	E SRI36
DE30009	75.00 L	203+60.00	E SRI36
DE30010	52.00 L	204+48.00	E SRI36
DE10009	80.00 L	205+43.00	E SRI36
DE10008	50.26 L	205+43.00	E SRI36
226	73.83 L	201+66.55	E SRI36
REOD EASMT AREA 2	6936.81 SF		

SEE SHEETS 3 & 4

PARCEL 4 AREA 3 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE109

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10011	50.16 L	205+64.00	E SRI36
DE10010	80.00 L	205+64.00	E SRI36
DE30011	70.00 L	206+30.00	E SRI36
DE30012	48.71 L	206+55.00	E SRI36
DE10011	50.16 L	205+64.00	E SRI36
REOD EASMT AREA 3	1902.41 SF		

TOTAL REOD EASMT AREA \* 11060.47 SF

SEE SHEETS 3, 4 & 6

PARCEL 5 BURT CREEK FARMS LLC  
REQ'D R/W DE110

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
19	9.46 R	310+12.86	Shoal Creek Road
ARC LENGTH	138.50		
CHORD BEAR	S 76°09'46.7" E		
LNTH CHORD	138.50		
RADIUS	4130.05		
DEGREE	1°23'14.2"		
48	145.60 R	309+87.44	Shoal Creek Road
DE10012	48.71 R	203+70.00	E SRI36
ARC LENGTH	276.14		
CHORD BEAR	W 85°56'56.4" W		
LNTH CHORD	275.24		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE10013	85.00 R	309+55.00	Shoal Creek Road
	71.06	S 42°33'15.8" W	
DE10014	40.00 R	309+00.00	Shoal Creek Road
ARC LENGTH	55.77		
CHORD BEAR	S 1°39'25.0" W		
LNTH CHORD	55.77		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10015	40.00 R	308+42.00	Shoal Creek Road
	31.40	S 63°25'50.6" E	
DE10016	68.00 R	308+27.00	Shoal Creek Road
	15.71	S 25°16'09.9" W	
DE10017	61.00 R	308+12.00	Shoal Creek Road
	24.37	N 60°44'29.4" W	
DE10018	40.00 R	308+25.00	Shoal Creek Road
ARC LENGTH	96.80		
CHORD BEAR	S 1°39'19.8" E		
LNTH CHORD	96.76		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10019	40.00 R	307+24.33	Shoal Creek Road
ARC LENGTH	85.69		
CHORD BEAR	S 7°13'32.6" E		
LNTH CHORD	85.69		
RADIUS	3090.00		
DEGREE	1°51'15.2"		
DE10020	40.00 R	306+37.53	Shoal Creek Road
	11.15	N 89°25'25.6" W	
44	28.96 R	306+39.21	Shoal Creek Road
ARC LENGTH	42.62		
CHORD BEAR	N 16°45'42.3" W		
LNTH CHORD	42.62		
RADIUS	850.71		
DEGREE	6°44'06.1"		
18	22.18 R	306+81.63	Shoal Creek Road
	327.53	N 2°48'44.1" W	
19	9.46 R	310+12.86	Shoal Creek Road
REOD R/W	14295.44 SF		
REOD R/W	0.328 ACRES		
REMAINDER	+/- 374 ACRES		

SEE SHEETS 3, 4 & 6

PARCEL 5 AREA 1 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE111

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10019	40.00 R	307+24.33	Shoal Creek Road
ARC LENGTH	96.80		
CHORD BEAR	N 3°39'19.8" W		
LNTH CHORD	96.76		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10018	40.00 R	308+25.00	Shoal Creek Road
DE10017	61.00 R	308+12.00	Shoal Creek Road
DE10016	68.00 R	308+27.00	Shoal Creek Road
DE10015	40.00 R	308+42.00	Shoal Creek Road
ARC LENGTH	55.77		
CHORD BEAR	N 1°39'25.0" E		
LNTH CHORD	55.76		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10014	40.00 R	309+00.00	Shoal Creek Road
DE10013	85.00 R	309+55.00	Shoal Creek Road
ARC LENGTH	45.25		
CHORD BEAR	N 87°20'08.4" E		
LNTH CHORD	45.24		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE30018	130.00 R	309+59.67	Shoal Creek Road
DE30019	72.00 R	308+90.00	Shoal Creek Road
DE30020	64.00 R	307+74.00	Shoal Creek Road
DE10019	40.00 R	307+24.33	Shoal Creek Road
REOD EASMT AREA 1	6019.96 SF		

SEE SHEETS 3, 4 & 6

PARCEL 5 AREA 2 BURT CREEK FARMS LLC  
REQ'D TEMP. EASMT. DE112

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10012	48.71 R	203+70.00	E SRI36
DE30021	49.88 R	206+02.00	E SRI36
DE30022	68.00 R	205+57.00	E SRI36
DE30023	70.00 R	204+65.00	E SRI36
DE30024	80.98 R	203+90.00	E SRI36
DE30025	59.00 R	201+64.00	E SRI36
DE30026	50.11 R	201+60.00	E SRI36
ARC LENGTH	200.02		
CHORD BEAR	S 63°44'06.6" E		
LNTH CHORD	199.68		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE10012	48.71 R	203+70.00	E SRI36
REOD EASMT AREA 2	9454.92 SF		

TOTAL REOD EASMT AREA \* 15474.88 SF

## EXHIBIT B

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                         <input type="checkbox"/> C Corporation                         <input type="checkbox"/> S Corporation                         <input type="checkbox"/> Partnership                         <input type="checkbox"/> Trust/estate                 </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____                 </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				
<b>OR</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

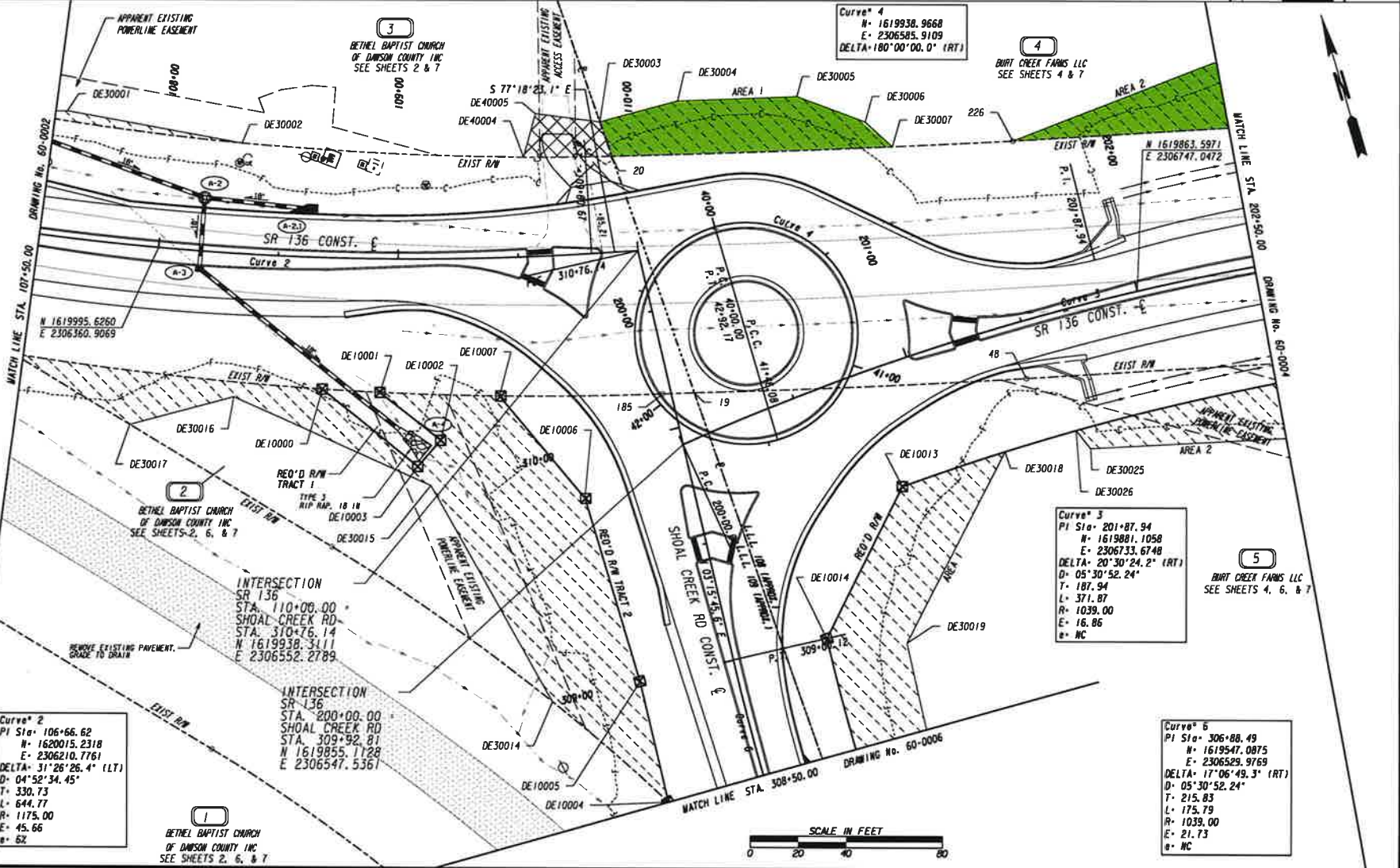
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**Curve\* 2**  
 PI Sta. 106+66.62  
 N= 1620015.2318  
 E= 2306210.7761  
 DELTA= 31°26'26.4" (LT)  
 D= 04°52'34.45"  
 T= 330.73  
 L= 644.77  
 R= 1175.00  
 E= 45.66  
 n= 62

1  
 BETHEL BAPTIST CHURCH  
 OF DAWSON COUNTY INC  
 SEE SHEETS 2, 5, & 7

INTERSECTION  
 SR 136  
 STA. 110+00.00  
 SHOAL CREEK RD  
 STA. 310+76.14  
 N 1619938.3111  
 E 2306552.2789

INTERSECTION  
 SR 136  
 STA. 200+00.00  
 SHOAL CREEK RD  
 STA. 309+92.81  
 N 1619855.1128  
 E 2306547.5361

**Curve\* 4**  
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4  
 BURT CREEK FARMS LLC  
 SEE SHEETS 4 & 7

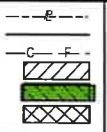
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 T= 187.94  
 L= 371.87  
 R= 1039.00  
 E= 16.86  
 n= NC

5  
 BURT CREEK FARMS LLC  
 SEE SHEETS 4, 6, & 7

**Curve\* 5**  
 PI Sta. 306+88.49  
 N= 1619547.0875  
 E= 2306529.9769  
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 T= 215.83  
 L= 175.79  
 R= 1039.00  
 E= 21.73  
 n= NC



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

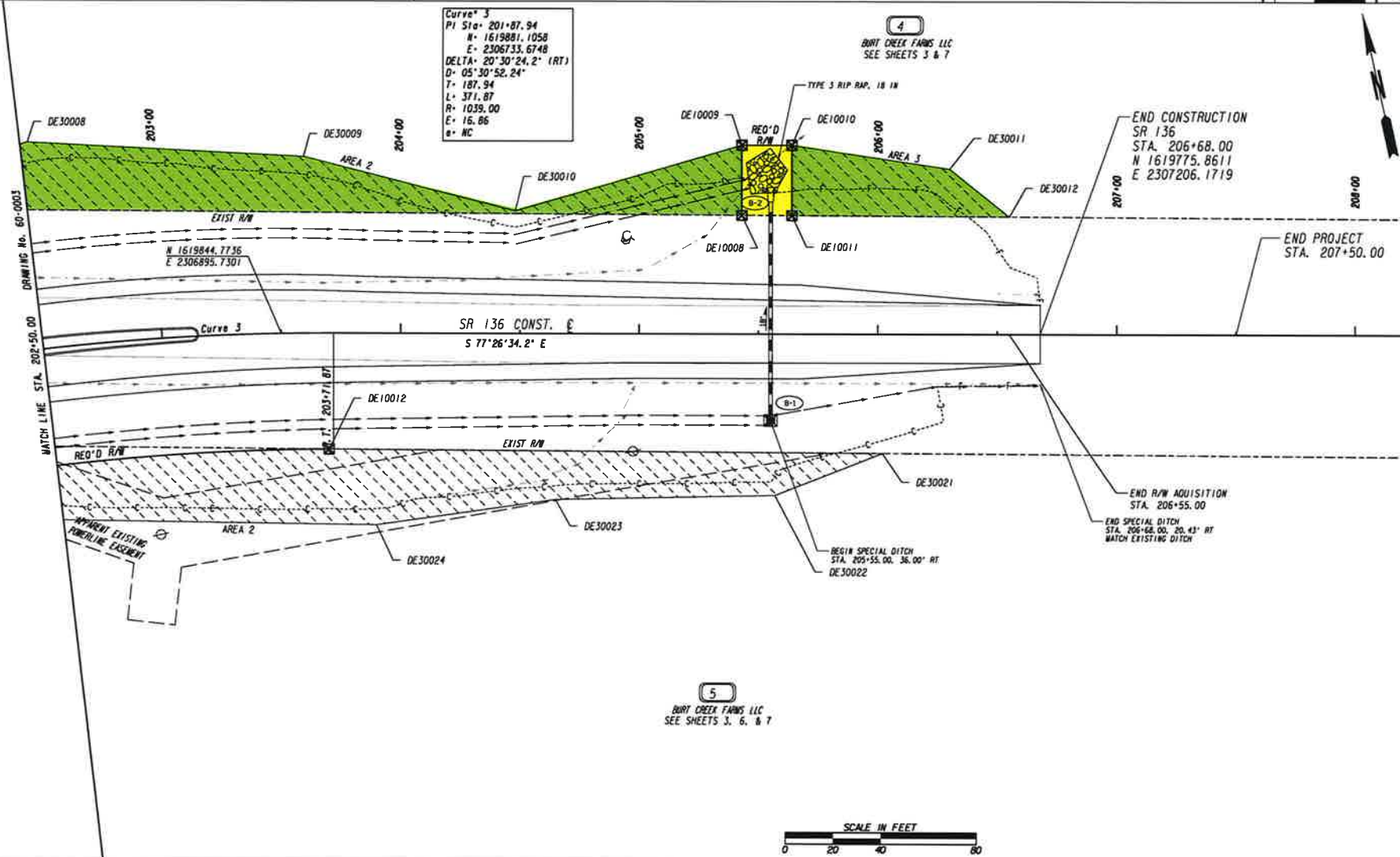


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 REQ'D LIMIT OF ACCESS  
 EXISTING LIMIT OF ACCESS & R/W  
 REQ'D LIMIT OF ACCESS & R/W  
 ORANGE BARRIER FENCE  
 ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO: 108, 109  
 LAND DISTRICT: 4  
 GND 1178  
 DATE 7-14-23 SH 3 OF 8

DRAWING NO.  
**60-0003**



**Curve 3**  
 PI Sta: 201+87.94  
 N: 1619881.1058  
 E: 2306733.6748  
 DELTA: 20°30'24.2" (RT)  
 D: 05°30'52.24"  
 T: 187.94  
 L: 371.87  
 R: 1039.00  
 E: 16.86  
 e: NC

4  
 BURT CREEK FARMS LLC  
 SEE SHEETS 3 & 7

END CONSTRUCTION  
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 E 2307206.1719

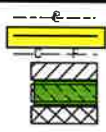
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 STA. 207+50.00

END R/W ACQUISITION  
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 END SPECIAL DITCH  
 STA. 206+68.00, 20.43' RT  
 MATCH EXISTING DITCH

5  
 BURT CREEK FARMS LLC  
 SEE SHEETS 3, 6, & 7



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

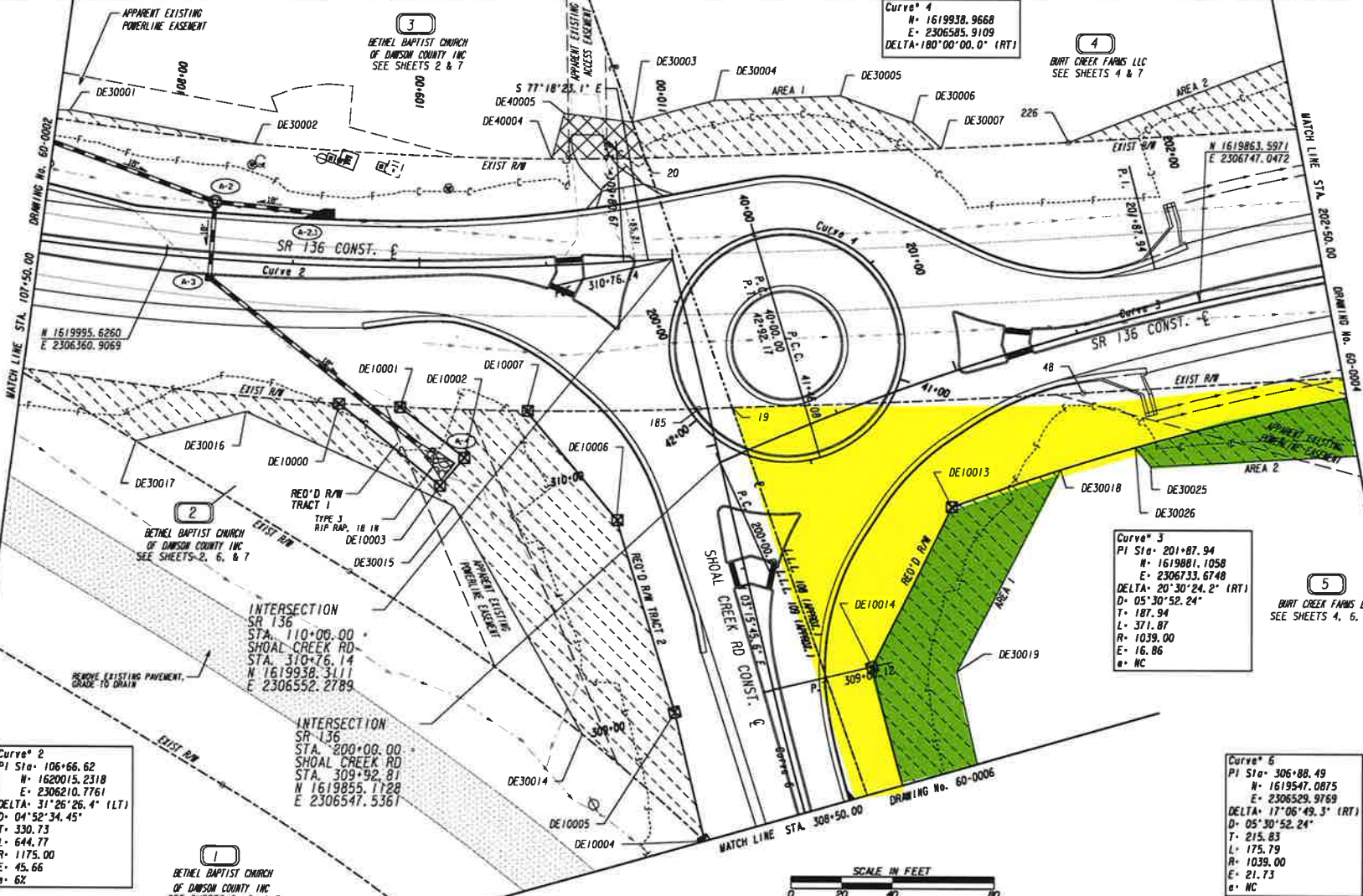
DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO: 108  
 LAND DISTRICT: 4  
 GND 1178  
 DATE 7-14-23 SH 4 OF 8

DRAWING NO.  
**60-0004**







**Curve\* 2**  
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 E= 2306210.7761  
 DELTA= 31°26'26.4" (LT)  
 D= 04°52'34.45"  
 T= 330.73  
 L= 644.77  
 R= 1175.00  
 E= 45.66  
 a= 6%

**1**  
 BETHEL BAPTIST CHURCH  
 OF DAWSON COUNTY INC  
 SEE SHEETS 2, 6, & 7

**INTERSECTION**  
 SR 136  
 STA. 110+00.00  
 SHOAL CREEK RD  
 STA. 310+76.14  
 N 1619938.3111  
 E 2306552.2789

**INTERSECTION**  
 SR 136  
 STA. 200+00.00  
 SHOAL CREEK RD  
 STA. 309+92.81  
 N 1619855.1128  
 E 2306547.5361

**Curve\* 4**  
 N= 1619938.9668  
 E= 2306585.9109  
 DELTA= 180°00'00.0" (RT)

**4**  
 BURT CREEK FARMS LLC  
 SEE SHEETS 4 & 7

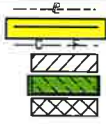
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 E= 2306733.6748  
 DELTA= 20°30'24.2" (RT)  
 D= 05°30'52.24"  
 T= 187.94  
 L= 371.87  
 R= 1039.00  
 E= 16.86  
 a= NC

**5**  
 BURT CREEK FARMS LLC  
 SEE SHEETS 4, 6, & 7

**Curve\* 5**  
 PI Sta. 306+88.49  
 N= 1619547.0875  
 E= 2306529.9769  
 DELTA= 17°06'49.3" (RT)  
 D= 05°30'52.24"  
 T= 215.83  
 L= 175.79  
 R= 1039.00  
 E= 21.73  
 a= NC



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



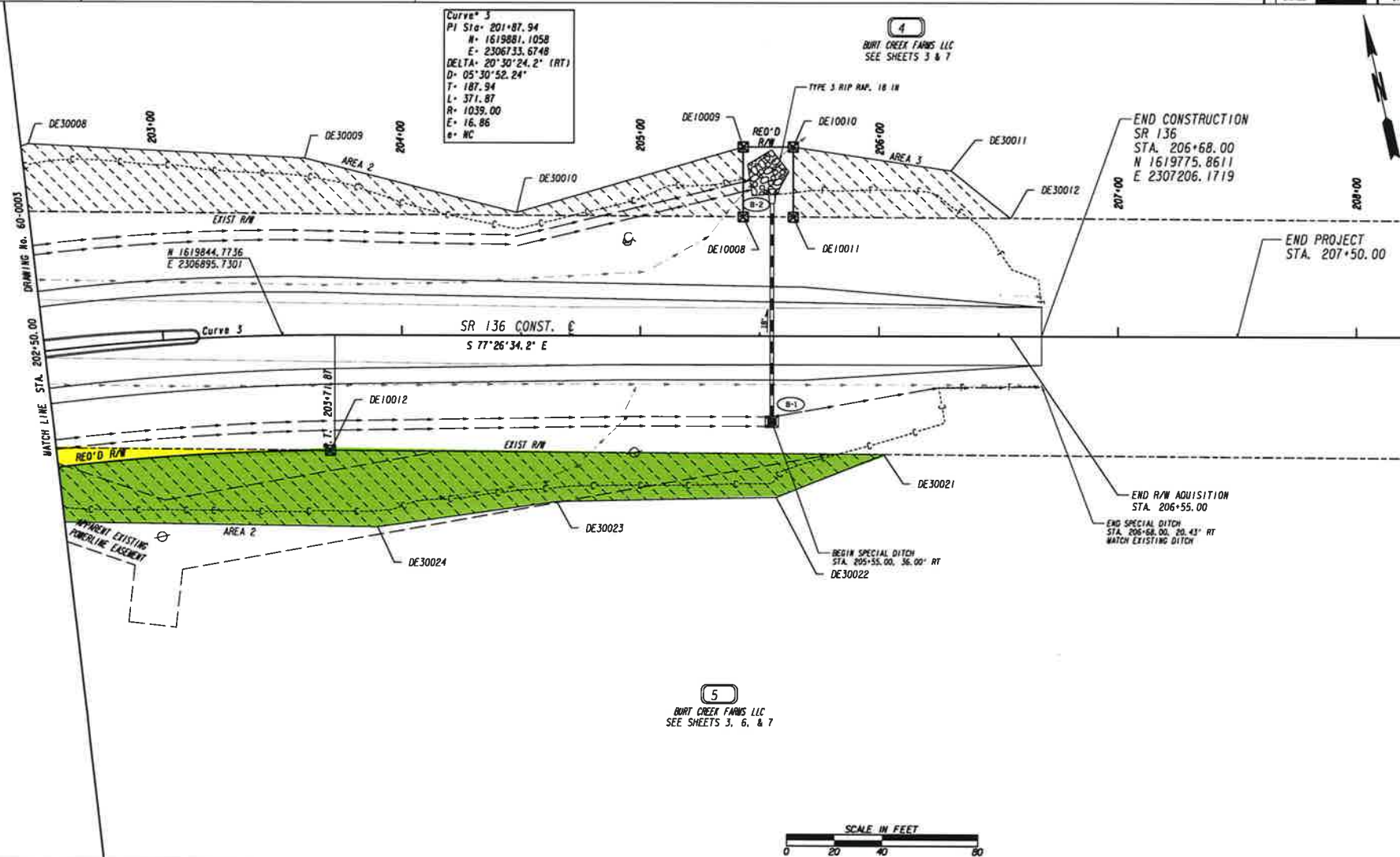
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 EXISTING LIMIT OF ACCESS & R/W  
 REQ'D LIMIT OF ACCESS & R/W  
 ORANGE BARRIER FENCE  
 ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

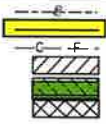
DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO: 108, 109  
 LAND DISTRICT: 4  
 GMD 1178  
 DATE 7-14-23 SH 3 OF 8

DRAWING NO.  
**60-0003**





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

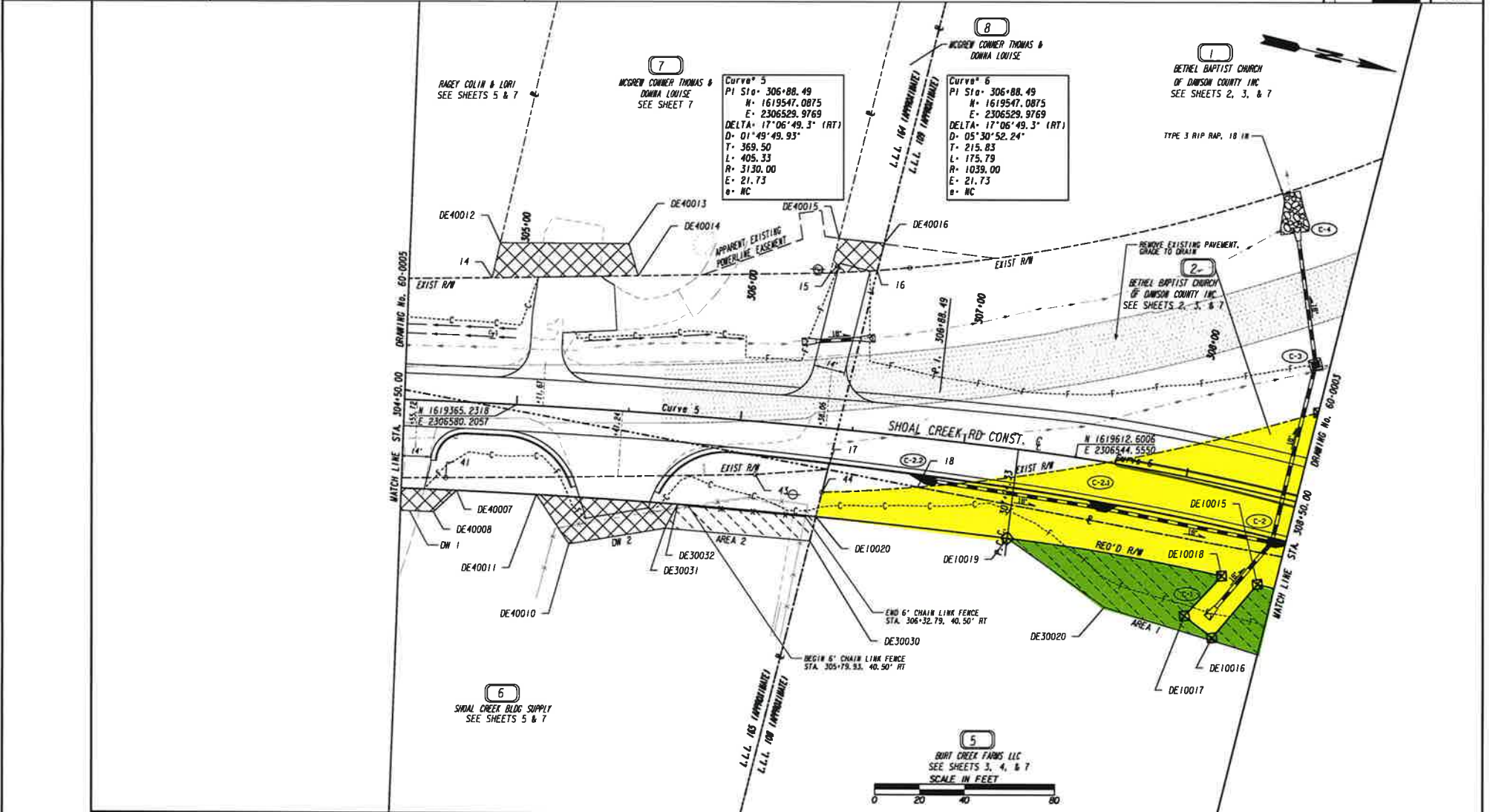


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 EXISTING LIMIT OF ACCESS  
 RED'D LIMIT OF ACCESS  
 EXISTING LIMIT OF ACCESS & R/W  
 RED'D LIMIT OF ACCESS & R/W  
 ORANGE BARRIER FENCE  
 ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO: 108  
 LAND DISTRICT: 4  
 GND ITR  
 DATE 7-14-23 SH 4 OF 8

DRAWING NO.  
**60-0004**



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 <b>RIGHT OF WAY MAP</b> PROJECT NO:0120048 COUNTY: DAWSON COUNTY LAND LOT NO:108, 109, 164, 165 LAND DISTRICT:4 GND 117B DATE 7-14-23 SH 6 OF 8
		DRAWING No. 60-0006	SCALE IN FEET 0 20 40 80	DRAWING No. 60-0006	



SEE SHEETS 2, 3, & 6  
 PARCEL 1: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D W/MP. EASW. T. DE100  

PNT	OFFSET/	STATION/	ALIGNMENT
DE40000	59.31 R	104+15.00	W SRI36
DE40001	67.18 R	104+65.00	W SRI36
DE40002	77.00 R	104+61.00	W SRI36
DE40003	69.00 R	104+20.00	W SRI36
DE40000	59.31 R	104+15.00	W SRI36

SEE SHEETS 2, 3, & 6  
 PARCEL 2: TRACT 1: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D R/W. DE101  

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10000	55.09 R		108+70.00	W SRI36	
ARC LENGTH	24.10				
CHORD BEAR	S 70°26'28.8" E				
LNTH CHORD	24.10				
RADIUS	1378.32				
DEGREE	4°09'57.6"				
DE10001	55.94 R		109+33.00	W SRI36	
DE10002	76.00 R		109+17.00	W SRI36	
DE10003	87.00 R		109+08.00	W SRI36	
DE10000	55.09 R		108+70.00	W SRI36	

SEE SHEETS 2, 3, & 6  
 PARCEL 2: TRACT 2: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D R/W. DE102  

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
19	9.46 R		310+12.85		Shoal Creek Road
20	327.53		S 2°48'44.1" E		
18	22.18 R		306+81.63		Shoal Creek Road
ARC LENGTH	181.85				
CHORD BEAR	N 24°19'14.6" W				
LNTH CHORD	181.50				
RADIUS	850.71				
DEGREE	5°14'06.1"				
DE10004	41.18 L		308+50.00		Shoal Creek Road
DE10005	40.00 L		309+00.00		Shoal Creek Road
DE10006	80.16		N 0°18'48.5" W		Shoal Creek Road
DE10007	45.00 L		309+00.00		Shoal Creek Road
DE10007	70.00 L		310+29.85		Shoal Creek Road
ARC LENGTH	68.01				
CHORD BEAR	S 74°26'14.4" E				
LNTH CHORD	68.01				
RADIUS	1374.99				
DEGREE	4°10'01.2"				
185	3.55 L		310+15.36		Shoal Creek Road
19	9.46 R		310+12.86		Shoal Creek Road

TOTAL REGD R/W = 0.372 ACRES  
 REMAINDER = +/- 0.35 ACRES

SEE SHEETS 2, 3, & 6  
 PARCEL 2: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D TEMP. EASW. T. DE103  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10000	59.31 R	107+45.94	W SRI36
ARC LENGTH	129.67		
CHORD BEAR	S 6°17'41.1" E		
LNTH CHORD	129.67		
RADIUS	1374.99		
DEGREE	4°10'01.2"		
DE10000	55.09 R	108+70.00	W SRI36
DE10001	67.00 R	109+08.00	W SRI36
DE10002	76.00 R	109+17.00	W SRI36
DE10003	87.00 R	109+08.00	W SRI36
DE10000	55.09 R	108+70.00	W SRI36

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D TEMP. EASW. T. DE104  

PNT	OFFSET/	STATION/	ALIGNMENT
DE30000	49.38 L	107+28.00	W SRI36
DE30001	53.00 L	107+55.00	W SRI36
DE30002	46.57 L	108+32.00	W SRI36
ARC LENGTH	99.79		
CHORD BEAR	N 65°54'57.7" W		
LNTH CHORD	99.76		
RADIUS	1275.00		
DEGREE	4°29'37.6"		
DE30000	49.38 L	107+28.00	W SRI36

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D W/MP. EASW. T. DE105  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10000	59.31 R	109+91.75	W SRI36
ARC LENGTH	36.85		
CHORD BEAR	N 74°15'35.5" W		
LNTH CHORD	36.85		
RADIUS	1275.00		
DEGREE	4°29'37.6"		
DE40004	41.98 L	109+54.00	W SRI36
DE40005	60.00 L	109+60.00	W SRI36
DE30003	55.00 L	109+87.68	W SRI36
DE10000	59.31 R	109+91.75	W SRI36

SEE SHEETS 2 & 3  
 PARCEL 3: BETHEL BAPTIST CHURCH OF DAWSON COUNTY INC.  
 RECD'D W/MP. EASW. T. DE106  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10000	59.31 R	109+91.75	W SRI36
ARC LENGTH	73.83 L	201+66.33	E SRI36
DE30008	88.00 L	202+53.00	E SRI36
DE30009	75.00 L	203+00.00	E SRI36
DE30010	52.00 L	204+48.00	E SRI36
DE30011	80.00 L	205+43.00	E SRI36
DE10008	50.25 L	205+43.00	E SRI36
DE10008	50.25 L	205+43.00	E SRI36

TOTAL REGD EASW AREA = 11000.47 SF

SEE SHEETS 3 & 4  
 PARCEL 4: BURT CREEK FARMS LLC  
 RECD'D R/W. DE108  

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE10000	50.26 L		205+43.00	E SRI36	
DE10009	29.74		N 12°33'25.8" E		
DE10008	80.00 L		205+43.00	E SRI36	
DE10010	21.00		S 77°26'34.2" E		
DE10010	80.00 L		205+64.00	E SRI36	
DE10011	28.84		S 12°33'25.8" E		
DE10011	50.16 L		205+64.00	E SRI36	
DE10008	21.00		N 77°09'42.9" W		

SEE SHEETS 3 & 4  
 PARCEL 4: AREA 1: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASW. T. DE107  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10003	55.00 L	109+87.58	W SRI36
DE30004	133.61 L	200+50.71	E SRI36
DE30005	118.12 L	200+92.83	E SRI36
DE30006	98.87 L	201+14.19	E SRI36
DE30007	85.62 L	201+21.16	E SRI36

SEE SHEETS 3 & 4  
 PARCEL 4: AREA 2: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASW. T. DE108  

PNT	OFFSET/	STATION/	ALIGNMENT	
DE10000	50.26 L	205+43.00	E SRI36	
DE10009	29.74		N 12°33'25.8" E	
DE10008	80.00 L	205+43.00	E SRI36	
DE10010	21.00		S 77°26'34.2" E	
DE10010	80.00 L	205+64.00	E SRI36	
DE10011	28.84		S 12°33'25.8" E	
DE10011	50.16 L	205+64.00	E SRI36	
DE10008	21.00		N 77°09'42.9" W	

SEE SHEETS 3 & 4  
 PARCEL 4: AREA 3: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASW. T. DE109  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10011	50.16 L	205+64.00	E SRI36
DE10010	80.00 L	205+64.00	E SRI36
DE30011	70.00 L	206+30.00	E SRI36
DE30012	49.71 L	206+55.00	E SRI36
DE10011	50.16 L	205+64.00	E SRI36

TOTAL REGD EASW AREA = 11000.47 SF

SEE SHEETS 3 & 4  
 PARCEL 5: BURT CREEK FARMS LLC  
 RECD'D R/W. DE110  

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
19	9.46 R		310+12.86		Shoal Creek Road
ARC LENGTH	138.50				
CHORD BEAR	S 76°05'46.1" E				
LNTH CHORD	138.50				
RADIUS	4130.05				
DEGREE	1°23'14.2"				
46	145.60 R		309+87.44		Shoal Creek Road
DE10012	48.71 R		203+10.00		E SRI36
ARC LENGTH	216.14				
CHORD BEAR	N 85°56'56.4" W				
LNTH CHORD	216.24				
RADIUS	985.00				
DEGREE	5°49'00.6"				
DE10013	85.00 R		309+55.00		Shoal Creek Road
DE10013	85.00 R		S 42°33'15.8" W		Shoal Creek Road
DE10014	40.00 R		309+00.00		Shoal Creek Road
ARC LENGTH	55.77				
CHORD BEAR	S 1°39'25.0" W				
LNTH CHORD	55.76				
RADIUS	989.00				
DEGREE	5°44'07.1"				
DE10015	40.00 R		308+42.00		Shoal Creek Road
DE10016	31.40		S 63°25'50.6" E		Shoal Creek Road
DE10016	68.00 R		308+27.00		Shoal Creek Road
DE10017	15.71		S 25°15'05.9" W		Shoal Creek Road
DE10017	61.00 R		308+12.00		Shoal Creek Road
DE10018	24.37		N 50°44'25.4" W		Shoal Creek Road
DE10018	40.00 R		308+25.00		Shoal Creek Road
ARC LENGTH	96.90				
CHORD BEAR	S 7°39'19.8" E				
LNTH CHORD	96.79				
RADIUS	999.00				
DEGREE	5°44'07.1"				
DE10019	40.00 R		307+24.33		Shoal Creek Road
ARC LENGTH	85.69				
CHORD BEAR	S 7°13'32.6" E				
LNTH CHORD	85.69				
RADIUS	3030.00				
DEGREE	1°51'15.2"				
DE10020	40.00 R		306+57.53		Shoal Creek Road
DE10020	40.00 R		N 89°25'25.6" W		Shoal Creek Road
ARC LENGTH	71.16				
CHORD BEAR	N 89°25'25.6" W				
LNTH CHORD	71.16				
RADIUS	306+57.53				
DEGREE	5°44'07.1"				
44	28.96 R		306+39.21		Shoal Creek Road
ARC LENGTH	42.82				
CHORD BEAR	N 16°45'42.3" W				
LNTH CHORD	42.82				
RADIUS	850.71				
DEGREE	6°44'06.1"				
18	22.18 R		306+81.63		Shoal Creek Road
19	9.46 R		N 2°48'44.1" W		Shoal Creek Road
19	9.46 R		310+12.86		Shoal Creek Road

SEE SHEETS 3 & 4  
 PARCEL 5: AREA 1: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASW. T. DE111  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10012	48.71 R	307+24.33	Shoal Creek Road
ARC LENGTH	96.80		
CHORD BEAR	N 3°39'19.8" W		
LNTH CHORD	96.76		
RADIUS	999.00		
DEGREE	5°44'07.1"		
DE10018	40.00 R	308+25.00	Shoal Creek Road
DE10017	61.00 R	308+12.00	Shoal Creek Road
DE10016	68.00 R	308+27.00	Shoal Creek Road
DE10015	40.00 R	309+55.00	Shoal Creek Road
DE10014	40.00 R	309+00.00	Shoal Creek Road
DE10013	85.00 R	309+55.00	Shoal Creek Road
DE10013	85.00 R	309+55.00	Shoal Creek Road
DE10014	40.00 R	309+00.00	Shoal Creek Road
ARC LENGTH	45.25		
CHORD BEAR	N 87°20'08.4" E		
LNTH CHORD	45.24		
RADIUS	985.00		
DEGREE	5°49'00.6"		
DE30018	130.00 R	309+58.67	Shoal Creek Road
DE30019	72.00 R	309+55.00	Shoal Creek Road
DE30020	64.00 R	307+74.00	Shoal Creek Road
DE30021	80.00 R	309+24.33	Shoal Creek Road

SEE SHEETS 3 & 4  
 PARCEL 5: AREA 2: BURT CREEK FARMS LLC  
 RECD'D TEMP. EASW. T. DE112  

PNT	OFFSET/	STATION/	ALIGNMENT
DE10012	48.71 R	307+24.33	Shoal Creek Road
DE30021	49.88 R	203+70.00	E SRI36
DE30022	68.00 R	205+57.00	E SRI36
DE30023	70.00 R		





# JARRARD & DAVIS, LLP

222 WEBB STREET  
CUMMING, GEORGIA 30040

PRIYA M. PATEL  
ATTORNEY  
PPATEL@JARRARD-DAVIS.COM

PHONE: 678-455-7150  
FAX: 678-455-7149  
WWW.JARRARD-DAVIS.COM

February 26, 2024

**VIA UPS OVERNIGHT MAIL, FOLLOWED BY CERTIFIED MAIL**

**UPS Tracking No.: 1Z6V48W01391619474**  
**Certified Tracking No.: 7022 1670 0003 3207 6583**  
Burt Creek Farms, LLC  
1624 Burt Creek Road  
Dawsonville, Georgia 30524

**UPS Tracking No.: 1Z6V48W01330102547**  
**Certified Tracking No.: 7022 1670 0003 3207 6590**  
Burt Creek Farms, LLC  
6435 Shiloh Road, Suite B  
Alpharetta, GA 30005

**UPS Tracking No.: 1Z6V48W01334708752**  
**Certified Tracking No.: 7022 1670 0003 3207 6606**  
Burt Creek Farms, LLC  
c/o Universal Registered Agents, Inc., R/A  
900 Old Roswell Lakes Parkway  
Suite 310  
Roswell, Georgia 30076

**\*Via Email:**  
Baker Donelson  
Attn: Ivy N. Cadle, Esq.  
Monarch Plaza, 3414 Peachtree Road, N.E.,  
Atlanta, GA 30326  
[icadle@bakerdonelson.com](mailto:icadle@bakerdonelson.com)

**Re: Project: Right of Way of Proposed SR 136 at Shoal Creek Road**  
**Project No.: 0120048**  
**Tax Parcel I.D.: 090 015 001; 1624 Burt Creek Road, Dawsonville, Dawson County, GA 30534**  
**Our File: DC --- SR 136 and Shoal Creek Road – Parcels 4 & 5**

Dear Property Owner,

The undersigned and this law firm serve as general counsel to Dawson County, Georgia (the “County”) in connection with the Right of Way of Proposed SR 136 at Shoal Creek Road Project (the “Project”). As you may know, the County has determined that it is necessary to acquire certain property interests from you to complete the Project as shown in the enclosed documents. The County certainly prefers to acquire the property rights it needs through negotiation and closing with the property owner. Pursuant to O.C.G.A. § 22-1-9, the County would like to make an offer to acquire the required property based on the appraised value.

The County would like to acquire fee simple right-of-way and temporary easements to a portion of the total property owned by you. The County’s appraisal is summarized as follows:

<b>Project Parcel 4</b>		
Fee Simple Right-of-Way	0.014 Acres (625.62 SF) x \$24,000/Acre	\$ 336.00
Temporary Construction Easement	Area 1: 0.051 Acres (2,221.25 SF) Area 2: 0.159 Acres (6,936.81 SF) Area 3: 0.044 Acres (1,902.41 SF)  Total: 0.2539 Acres x \$24,000/Acre @ 10% (24 months)	\$ 1,219.00
<b>Total Compensation (as rounded)</b>		<b>\$ 1,600.00</b>

<b>Project Parcel 5</b>		
Fee Simple Right-of-Way	0.328 Acres (14,295.44 SF) x \$24,000/Acre	\$ 7,872.00
Temporary Construction Easement	Area 1: 0.138 Acres (6,019.96 SF) Area 2: 0.217 Acres (9,454.92 SF)  Total: 0.355 Acres x \$24,000/Acre @ 10% (24 months)	\$ 1,706.00
<b>Total Compensation (as rounded)</b>		<b>\$ 9,600.00</b>

The sales comparison approach was used to value your property by an independent appraiser, Gregory N. Malcolm, MAI. The following comparable lot sales were utilized by Mr. Malcolm:

<b>Comparable Sales used for Project Parcel 4</b>				
<b>Comparable Land Sale</b>	<b>Location</b>	<b>Sale Price</b>	<b>Price/Acre</b>	<b>Sale Date</b>
No. 1	Afton Road, Marble Hill, Dawson County, Georgia <u>Tax I.D.: 031 016 002</u>	\$775,000.00	\$16,760.00/AC	02/10/2022
No. 2	390 Harmony Church Road, Dawsonville, Dawson County, Georgia <u>Tax I.D.: 112 021</u>	\$900,000.00	\$22,534.00/AC	12/07/2022

No. 3	Emmett Moss Road, Dawsonville, Dawson County, Georgia <u>Tax I.D.: 118 040</u>	\$1,100,000.00	\$23,539.00/AC	10/20/2022
No. 4	Cowart Road, Dawsonville, Dawson County, Georgia <u>Tax I.D.: 059 001</u>	\$1,009,850.00	\$19,000.00/AC	09/20/2022

All of the sales required positive adjustments for market conditions. This adjustment is based on an approximated growth rate of 5% per year in the subject’s market area. Sale No. 1 lacks access to public water and is inferior to the subject. A positive adjustment is required for this feature.

After adjusting for dissimilar features, the sales indicate a range in value for the subject from \$19,745 to \$24,434 per acre. All sales are located in Dawson County and are similarly sized acreage tracts. All of the sales took place in 2022. Given the subject’s zoning, a value towards the upper range of adjusted values is chosen. Consequently, the value of the subject land is estimated at \$24,000 per acre.

The County has authorized me to make a good faith offer of **\$11,200.00** for fee simple interests and temporary easements as total compensation for any interest you may have in the acquisition for both parcels 4 and 5 I have enclosed a copy of the comparable sales information and a summary of site improvements to facilitate review of this offer, as well as a plat of the proposed right-of-way for this parcel. We prefer to and do acquire most of the property needed for right-of-way projects without a need for litigation; however, we are authorized by law to acquire property by condemnation. As litigation is costly to both the County and Landowner, it is our sincere desire that upon consideration of our offer, we can hopefully avoid litigation. To that end, I encourage you to accept the enclosed offer. If you have any questions or would like to discuss, please do not hesitate to call me or Patrick D. Jaugstetter of our office.

**If a reply is not received within ten (10) business days, our office will initiate condemnation proceedings to acquire the necessary property.**

Sincerely,

**JARRARD & DAVIS, LLP**

/s/Priya M. Patel

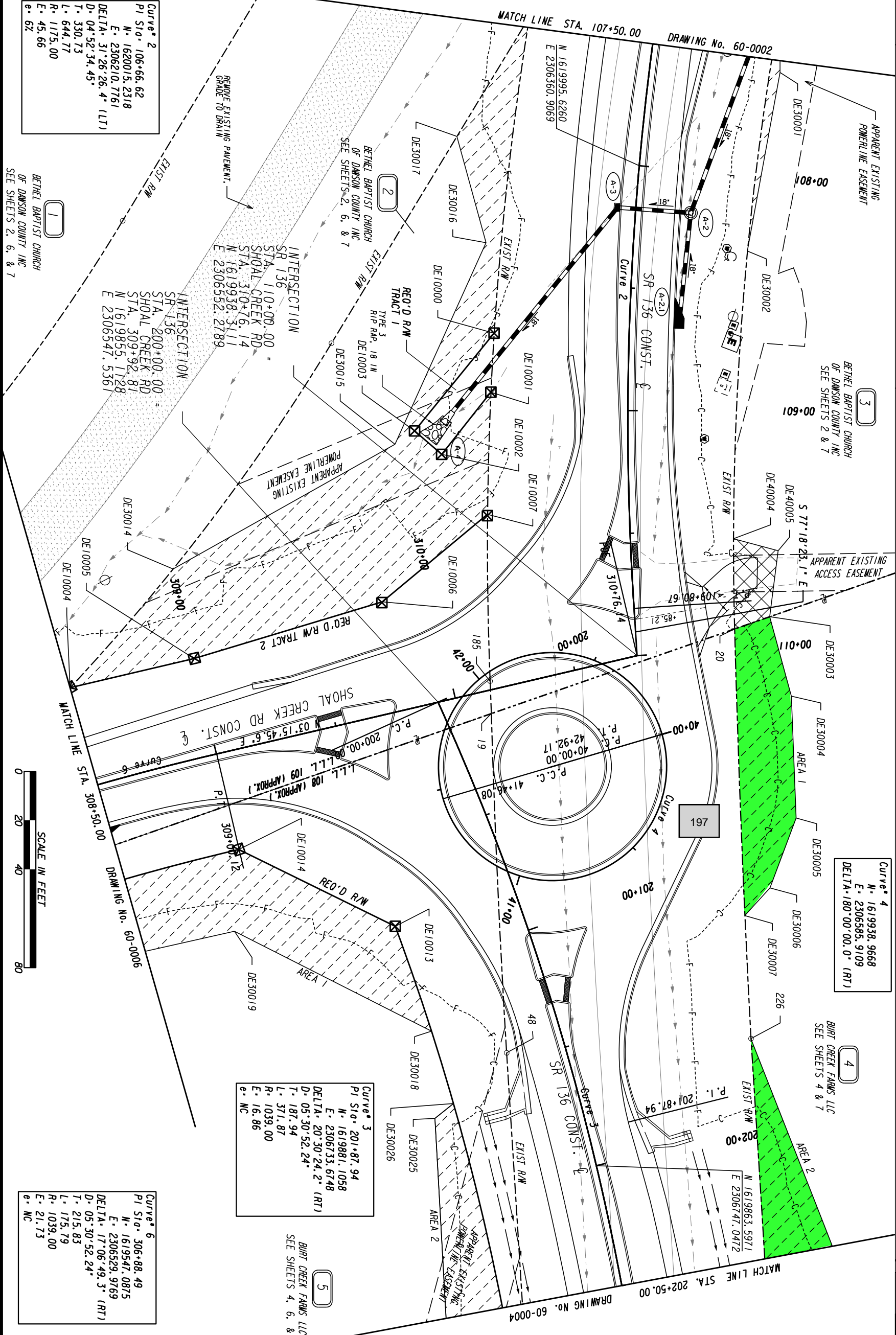
Priya M. Patel, Esq.

PMP/bdf  
Encl.

cc: Robert W. Drewry, Dawson County Director of Public Works  
Patrick D. Jaugstetter, Esq.



**EXHIBIT**  
**A**



**Curve 2**  
 PI Sta. 106+66.62  
 N. 1620015.2318  
 E. 2306210.7761  
 DELTA. 31°26'26.4" (LTT)  
 D. 04°52'34.45"  
 T. 330.73  
 L. 644.77  
 R. 1175.00  
 E. 45.66  
 e. 6x

**Curve 3**  
 PI Sta. 201+87.94  
 N. 1619881.1058  
 E. 2306733.6748  
 DELTA. 20°30'24.2" (RT)  
 D. 05°30'52.24"  
 T. 187.94  
 L. 371.87  
 R. 1039.00  
 E. 16.86  
 e. NC

**Curve 6**  
 PI Sta. 306+88.49  
 N. 1619547.0875  
 E. 2306529.9769  
 DELTA. 17°06'49.3" (RT)  
 D. 05°30'52.24"  
 T. 215.83  
 L. 175.79  
 R. 1039.00  
 E. 21.73  
 e. NC

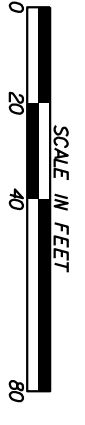
**Curve 4**  
 N. 1619938.9668  
 E. 2306585.9109  
 DELTA. 180°00'00.0" (RT)

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 - EW, SENSITIVE AREA	---

DATE	REVISIONS

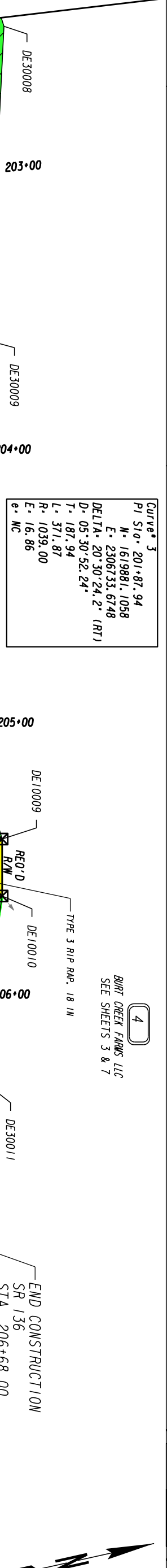
DATE	REVISIONS



DAWSON COUNTY  
PUBLIC WORKS

**RIGHT OF WAY MAP**  
 PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108, 109  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 3 OF 8

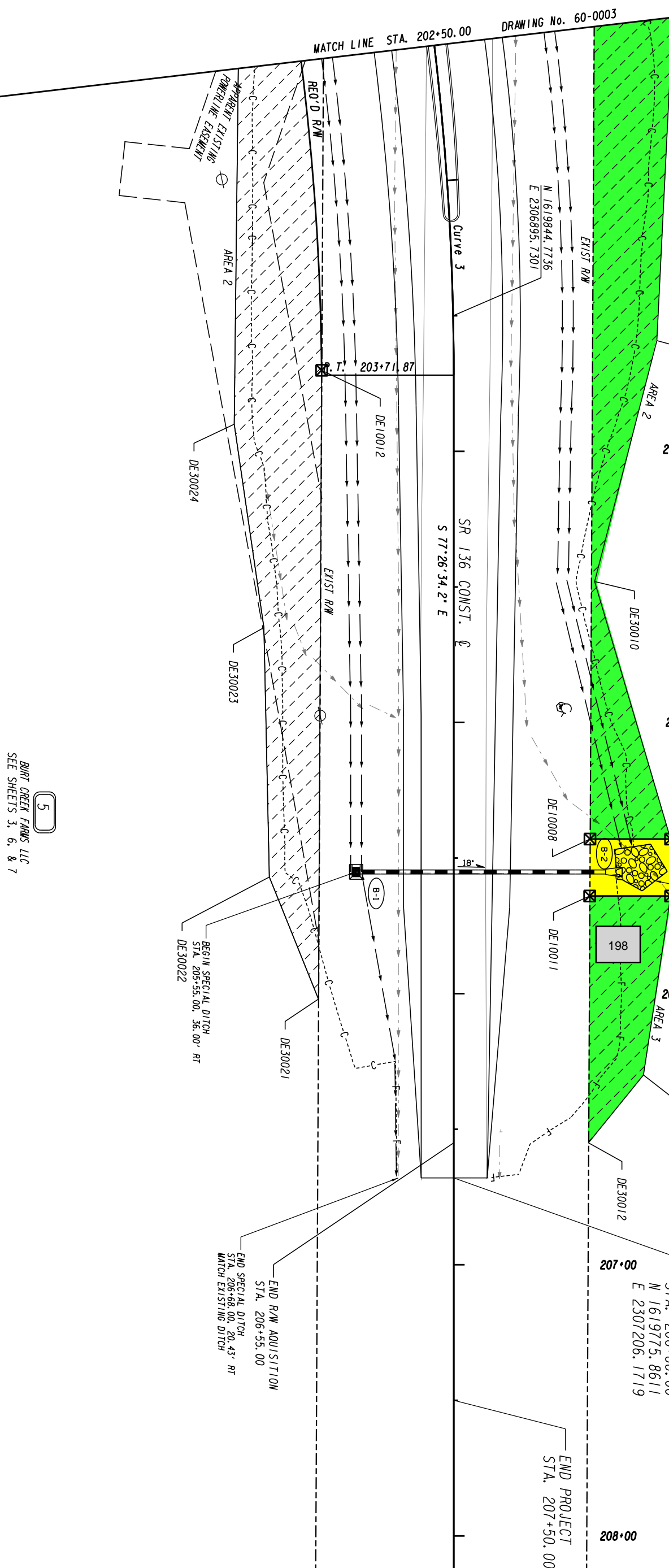
DRAWING NO.  
**60-0003**



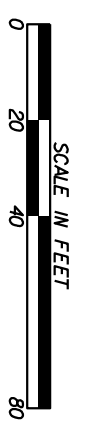
**Curve 3**  
 PI Sta. 201+87.94  
 N = 1619881.1058  
 E = 2306733.6748  
 DELTA = 20°30'24.2\"/>

**4**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 3 & 7

**END CONSTRUCTION**  
 SR 136  
 STA. 206+68.00  
 N 1619775.8611  
 E 2307206.1719



**5**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 3, 6, & 7



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 - EW, SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS

**RIGHT OF WAY MAP**

PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 4 OF 8

DRAWING NO.  
**60-0004**



SEE SHEETS 2, 3, & 6  
**PARCEL 1 - BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.**  
 RECD. TEMP. EASMT. DE100  
 PNT OFFSET/ STATION/ ALIGNMENT

DE#0000 59.31 R 104+15.00 W SRI36  
 DE#0001 67.10 R 104+63.00 W SRI36  
 DE#0002 71.00 R 104+61.00 W SRI36  
 DE#0003 69.00 R 104+20.00 W SRI36  
 DE#0004 59.31 R 104+15.00 W SRI36

SEE SHEETS 2, 3, & 6  
**PARCEL 2 - TRACT 1 - BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.**  
 RECD. TEMP. EASMT. DE100  
 PNT OFFSET/ STATION/ ALIGNMENT

DE#1000 55.09 R 108+70.00 W SRI36  
 ARC LENGTH = 24.10 R 108+70.00 W SRI36  
 CHORD BEAR = S 70°26'28.8" E  
 LNTH CHORD = 24.10  
 RADIUS = 135.32  
 DEGREE = 4°09'57.6"

DE#1001 55.94 R 108+93.00 W SRI36  
 DE#1002 76.00 R 109+17.00 W SRI36  
 DE#1003 87.00 R 109+08.00 W SRI36  
 DE#1004 51.40 R 108+70.00 W SRI36  
 DE#1005 55.09 R 108+70.00 W SRI36

SEE SHEETS 2, 3, & 6  
**PARCEL 2 TRACT 2 - BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.**  
 RECD. TEMP. EASMT. DE102  
 PNT OFFSET/ STATION/ ALIGNMENT

DE#1006 327.53 R 310+12.86 W SRI36  
 ARC LENGTH = 181.85 R 310+12.86 W SRI36  
 CHORD BEAR = N 24°19'14.6" W  
 LNTH CHORD = 181.50  
 RADIUS = 850.71  
 DEGREE = 6°44'06.1"

DE#1007 41.18 L 308+50.00 W SRI36  
 DE#1008 51.96 L 309+00.00 W SRI36  
 DE#1009 40.00 L 309+00.00 W SRI36  
 DE#1010 80.16 L 309+80.00 W SRI36  
 DE#1011 45.00 L 309+80.00 W SRI36  
 DE#1012 70.00 L 310+23.85 W SRI36

ARC LENGTH = 68.01 R 310+23.85 W SRI36  
 CHORD BEAR = S 74°26'14.4" E  
 LNTH CHORD = 68.01  
 RADIUS = 1374.99  
 DEGREE = 4°10'01.2"

DE#1013 3.55 L 310+15.36 W SRI36  
 DE#1014 13.25 L 310+12.86 W SRI36  
 DE#1015 9.46 R 310+12.86 W SRI36  
 DE#1016 19.46 R 310+12.86 W SRI36  
 DE#1017 19.46 R 310+12.86 W SRI36  
 DE#1018 19.46 R 310+12.86 W SRI36  
 DE#1019 19.46 R 310+12.86 W SRI36  
 DE#1020 19.46 R 310+12.86 W SRI36

TOTAL RECD. TEMP. EASMT. AREA = 0.372 ACRES  
 REMAINDER = +/- 0.372 ACRES

SEE SHEETS 2, 3, & 6  
**PARCEL 2 - BETHEL BAPTIST CHURCH OF DAMSON COUNTY INC.**  
 RECD. TEMP. EASMT. DE103  
 PNT OFFSET/ STATION/ ALIGNMENT

DE#2000 51.35 R 107+45.94 W SRI36  
 ARC LENGTH = 129.73 R 107+45.94 W SRI36  
 CHORD BEAR = S 67°14'11.5" E  
 LNTH CHORD = 129.67  
 RADIUS = 1374.99  
 DEGREE = 4°10'01.2"

DE#2001 55.09 R 108+70.00 W SRI36  
 DE#2002 71.00 R 104+61.00 W SRI36  
 DE#2003 69.00 R 104+20.00 W SRI36  
 DE#2004 59.31 R 104+15.00 W SRI36

DE#2005 55.09 R 108+70.00 W SRI36  
 DE#2006 71.00 R 104+61.00 W SRI36  
 DE#2007 69.00 R 104+20.00 W SRI36  
 DE#2008 59.31 R 104+15.00 W SRI36

DE#2009 55.09 R 108+70.00 W SRI36  
 DE#2010 71.00 R 104+61.00 W SRI36  
 DE#2011 69.00 R 104+20.00 W SRI36  
 DE#2012 59.31 R 104+15.00 W SRI36

DE#2013 55.09 R 108+70.00 W SRI36  
 DE#2014 71.00 R 104+61.00 W SRI36  
 DE#2015 69.00 R 104+20.00 W SRI36  
 DE#2016 59.31 R 104+15.00 W SRI36

DE#2017 55.09 R 108+70.00 W SRI36  
 DE#2018 71.00 R 104+61.00 W SRI36  
 DE#2019 69.00 R 104+20.00 W SRI36  
 DE#2020 59.31 R 104+15.00 W SRI36

DE#2021 55.09 R 108+70.00 W SRI36  
 DE#2022 71.00 R 104+61.00 W SRI36  
 DE#2023 69.00 R 104+20.00 W SRI36  
 DE#2024 59.31 R 104+15.00 W SRI36

DE#2025 55.09 R 108+70.00 W SRI36  
 DE#2026 71.00 R 104+61.00 W SRI36  
 DE#2027 69.00 R 104+20.00 W SRI36  
 DE#2028 59.31 R 104+15.00 W SRI36

DE#2029 55.09 R 108+70.00 W SRI36  
 DE#2030 71.00 R 104+61.00 W SRI36  
 DE#2031 69.00 R 104+20.00 W SRI36  
 DE#2032 59.31 R 104+15.00 W SRI36

DE#2033 55.09 R 108+70.00 W SRI36  
 DE#2034 71.00 R 104+61.00 W SRI36  
 DE#2035 69.00 R 104+20.00 W SRI36  
 DE#2036 59.31 R 104+15.00 W SRI36

DE#2037 55.09 R 108+70.00 W SRI36  
 DE#2038 71.00 R 104+61.00 W SRI36  
 DE#2039 69.00 R 104+20.00 W SRI36  
 DE#2040 59.31 R 104+15.00 W SRI36

DE#2041 55.09 R 108+70.00 W SRI36  
 DE#2042 71.00 R 104+61.00 W SRI36  
 DE#2043 69.00 R 104+20.00 W SRI36  
 DE#2044 59.31 R 104+15.00 W SRI36

DE#2045 55.09 R 108+70.00 W SRI36  
 DE#2046 71.00 R 104+61.00 W SRI36  
 DE#2047 69.00 R 104+20.00 W SRI36  
 DE#2048 59.31 R 104+15.00 W SRI36

DE#2049 55.09 R 108+70.00 W SRI36  
 DE#2050 71.00 R 104+61.00 W SRI36  
 DE#2051 69.00 R 104+20.00 W SRI36  
 DE#2052 59.31 R 104+15.00 W SRI36

SEE SHEETS 3 & 4  
**PARCEL 4 BURR CREEK FARMS LLC**  
 RECD. TEMP. EASMT. DE106  
 PNT OFFSET/ STATION/ ALIGNMENT

DE#1008 50.26 L 205+43.00 E SRI36  
 DE#1009 29.14 L 205+43.00 E SRI36  
 DE#1010 80.00 L 205+43.00 E SRI36  
 DE#1011 21.00 L 205+43.00 E SRI36  
 DE#1012 80.00 L 205+43.00 E SRI36  
 DE#1013 29.84 L 205+43.00 E SRI36  
 DE#1014 50.16 L 205+43.00 E SRI36  
 DE#1015 21.00 L 205+43.00 E SRI36

DE#1016 50.26 L 205+43.00 E SRI36  
 DE#1017 29.14 L 205+43.00 E SRI36  
 DE#1018 80.00 L 205+43.00 E SRI36  
 DE#1019 21.00 L 205+43.00 E SRI36  
 DE#1020 80.00 L 205+43.00 E SRI36  
 DE#1021 29.84 L 205+43.00 E SRI36  
 DE#1022 50.16 L 205+43.00 E SRI36  
 DE#1023 21.00 L 205+43.00 E SRI36

DE#1024 50.26 L 205+43.00 E SRI36  
 DE#1025 29.14 L 205+43.00 E SRI36  
 DE#1026 80.00 L 205+43.00 E SRI36  
 DE#1027 21.00 L 205+43.00 E SRI36  
 DE#1028 80.00 L 205+43.00 E SRI36  
 DE#1029 29.84 L 205+43.00 E SRI36  
 DE#1030 50.16 L 205+43.00 E SRI36  
 DE#1031 21.00 L 205+43.00 E SRI36

DE#1032 50.26 L 205+43.00 E SRI36  
 DE#1033 29.14 L 205+43.00 E SRI36  
 DE#1034 80.00 L 205+43.00 E SRI36  
 DE#1035 21.00 L 205+43.00 E SRI36  
 DE#1036 80.00 L 205+43.00 E SRI36  
 DE#1037 29.84 L 205+43.00 E SRI36  
 DE#1038 50.16 L 205+43.00 E SRI36  
 DE#1039 21.00 L 205+43.00 E SRI36

DE#1040 50.26 L 205+43.00 E SRI36  
 DE#1041 29.14 L 205+43.00 E SRI36  
 DE#1042 80.00 L 205+43.00 E SRI36  
 DE#1043 21.00 L 205+43.00 E SRI36  
 DE#1044 80.00 L 205+43.00 E SRI36  
 DE#1045 29.84 L 205+43.00 E SRI36  
 DE#1046 50.16 L 205+43.00 E SRI36  
 DE#1047 21.00 L 205+43.00 E SRI36

DE#1048 50.26 L 205+43.00 E SRI36  
 DE#1049 29.14 L 205+43.00 E SRI36  
 DE#1050 80.00 L 205+43.00 E SRI36  
 DE#1051 21.00 L 205+43.00 E SRI36  
 DE#1052 80.00 L 205+43.00 E SRI36  
 DE#1053 29.84 L 205+43.00 E SRI36  
 DE#1054 50.16 L 205+43.00 E SRI36  
 DE#1055 21.00 L 205+43.00 E SRI36

DE#1056 50.26 L 205+43.00 E SRI36  
 DE#1057 29.14 L 205+43.00 E SRI36  
 DE#1058 80.00 L 205+43.00 E SRI36  
 DE#1059 21.00 L 205+43.00 E SRI36  
 DE#1060 80.00 L 205+43.00 E SRI36  
 DE#1061 29.84 L 205+43.00 E SRI36  
 DE#1062 50.16 L 205+43.00 E SRI36  
 DE#1063 21.00 L 205+43.00 E SRI36

DE#1064 50.26 L 205+43.00 E SRI36  
 DE#1065 29.14 L 205+43.00 E SRI36  
 DE#1066 80.00 L 205+43.00 E SRI36  
 DE#1067 21.00 L 205+43.00 E SRI36  
 DE#1068 80.00 L 205+43.00 E SRI36  
 DE#1069 29.84 L 205+43.00 E SRI36  
 DE#1070 50.16 L 205+43.00 E SRI36  
 DE#1071 21.00 L 205+43.00 E SRI36

DE#1072 50.26 L 205+43.00 E SRI36  
 DE#1073 29.14 L 205+43.00 E SRI36  
 DE#1074 80.00 L 205+43.00 E SRI36  
 DE#1075 21.00 L 205+43.00 E SRI36  
 DE#1076 80.00 L 205+43.00 E SRI36  
 DE#1077 29.84 L 205+43.00 E SRI36  
 DE#1078 50.16 L 205+43.00 E SRI36  
 DE#1079 21.00 L 205+43.00 E SRI36

DE#1080 50.26 L 205+43.00 E SRI36  
 DE#1081 29.14 L 205+43.00 E SRI36  
 DE#1082 80.00 L 205+43.00 E SRI36  
 DE#1083 21.00 L 205+43.00 E SRI36  
 DE#1084 80.00 L 205+43.00 E SRI36  
 DE#1085 29.84 L 205+43.00 E SRI36  
 DE#1086 50.16 L 205+43.00 E SRI36  
 DE#1087 21.00 L 205+43.00 E SRI36

DE#1088 50.26 L 205+43.00 E SRI36  
 DE#1089 29.14 L 205+43.00 E SRI36  
 DE#1090 80.00 L 205+43.00 E SRI36  
 DE#1091 21.00 L 205+43.00 E SRI36  
 DE#1092 80.00 L 205+43.00 E SRI36  
 DE#1093 29.84 L 205+43.00 E SRI36  
 DE#1094 50.16 L 205+43.00 E SRI36  
 DE#1095 21.00 L 205+43.00 E SRI36

DE#1096 50.26 L 205+43.00 E SRI36  
 DE#1097 29.14 L 205+43.00 E SRI36  
 DE#1098 80.00 L 205+43.00 E SRI36  
 DE#1099 21.00 L 205+43.00 E SRI36  
 DE#1100 80.00 L 205+43.00 E SRI36  
 DE#1101 29.84 L 205+43.00 E SRI36  
 DE#1102 50.16 L 205+43.00 E SRI36  
 DE#1103 21.00 L 205+43.00 E SRI36

DE#1104 50.26 L 205+43.00 E SRI36  
 DE#1105 29.14 L 205+43.00 E SRI36  
 DE#1106 80.00 L 205+43.00 E SRI36  
 DE#1107 21.00 L 205+43.00 E SRI36  
 DE#1108 80.00 L 205+43.00 E SRI36  
 DE#1109 29.84 L 205+43.00 E SRI36  
 DE#1110 50.16 L 205+43.00 E SRI36  
 DE#1111 21.00 L 205+43.00 E SRI36

DE#1112 50.26 L 205+43.00 E SRI36  
 DE#1113 29.14 L 205+43.00 E SRI36  
 DE#1114 80.00 L 205+43.00 E SRI36  
 DE#1115 21.00 L 205+43.00 E SRI36  
 DE#1116 80.00 L 205+43.00 E SRI36  
 DE#1117 29.84 L 205+43.00 E SRI36  
 DE#1118 50.16 L 205+43.00 E SRI36  
 DE#1119 21.00 L 205+43.00 E SRI36

SEE SHEETS 3, 4 & 6  
**PARCEL 5 BURR CREEK FARMS LLC**  
 RECD. TEMP. EASMT. DE111  
 PNT OFFSET/ STATION/ ALIGNMENT

DE#1009 40.00 R 307+24.33 W SRI36  
 ARC LENGTH = 96.80 R 307+24.33 W SRI36  
 CHORD BEAR = N 3°39'19.8" W  
 LNTH CHORD = 96.76  
 RADIUS = 999.00  
 DEGREE = 5°44'07.1"

DE#1010 61.00 R 308+12.00 W SRI36  
 DE#1011 68.00 R 308+21.00 W SRI36  
 DE#1012 68.00 R 308+21.00 W SRI36  
 DE#1013 55.77 R 308+21.00 W SRI36  
 DE#1014 40.00 R 309+00.00 W SRI36  
 DE#1015 40.00 R 309+00.00 W SRI36  
 DE#1016 40.00 R 309+00.00 W SRI36  
 DE#1017 40.00 R 309+00.00 W SRI36

DE#1018 40.00 R 309+00.00 W SRI36  
 DE#1019 40.00 R 309+00.00 W SRI36  
 DE#1020 40.00 R 309+00.00 W SRI36  
 DE#1021 40.00 R 309+00.00 W SRI36  
 DE#1022 40.00 R 309+00.00 W SRI36  
 DE#1023 40.00 R 309+00.00 W SRI36  
 DE#1024 40.00 R 309+00.00 W SRI36

DE#1025 40.00 R 309+00.00 W SRI36  
 DE#1026 40.00 R 309+00.00 W SRI36  
 DE#1027 40.00 R 309+00.00 W SRI36  
 DE#1028 40.00 R 309+00.00 W SRI36  
 DE#1029 40.00 R 309+00.00 W SRI36  
 DE#1030 40.00 R 309+00.00 W SRI36  
 DE#1031 40.00 R 309+00.00 W SRI36

DE#1032 40.00 R 309+00.00 W SRI36  
 DE#1033 40.00 R 309+00.00 W SRI36  
 DE#1034 40.00 R 309+00.00 W SRI36  
 DE#1035 40.00 R 309+00.00 W SRI36  
 DE#1036 40.00 R 309+00.00 W SRI36  
 DE#1037 40.00 R 309+00.00 W SRI36  
 DE#1038 40.00 R 309+00.00 W SRI36

DE#1039 40.00 R 309+00.00 W SRI36  
 DE#1040 40.00 R 309+00.00 W SRI36  
 DE#1041 40.00 R 309+00.00 W SRI36  
 DE#1042 40.00 R 309+00.00 W SRI36  
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 DE#1044 40.00 R 309+00.00 W SRI36  
 DE#1045 40.00 R 309+00.00 W SRI36

DE#1046 40.00 R 309+00.00 W SRI36  
 DE#1047 40.00 R 309+00.00 W SRI36  
 DE#1048 40.00 R 309+00.00 W SRI36  
 DE#1049 40.00 R 309+00.00 W SRI36  
 DE#1050 40.00 R 309+00.00 W SRI36  
 DE#1051 40.00 R 309+00.00 W SRI36  
 DE#1052 40.00 R 309+00.00 W SRI36

DE#1053 40.00 R 309+00.00 W SRI36  
 DE#1054 40.00 R 309+00.00 W SRI36  
 DE#1055 40.00 R 309+00.00 W SRI36  
 DE#1056 40.00 R 309+00.00 W SRI36  
 DE#1057 40.00 R 309+00.00 W SRI36  
 DE#1058 40.00 R 309+00.00 W SRI36  
 DE#1059 40.00 R 309+00.00 W SRI36

DE#1060 40.00 R 309+00.00 W SRI36  
 DE#1061 40.00 R 309+00.00 W SRI36  
 DE#1062 40.00 R 309+00.00 W SRI36  
 DE#1063 40.00 R 309+00.00 W SRI36  
 DE#1064 40.00 R 309+00.00 W SRI36  
 DE#1065 40.00 R 309+00.00 W SRI36  
 DE#1066 40.00 R 309+00.00 W SRI36

DE#1067 40.00 R 309+00.00 W SRI36  
 DE#1068 40.00 R 309+00.00 W SRI36  
 DE#1069 40.00 R 309+00.00 W SRI36  
 DE#1070 40.00 R 309+00.00 W SRI36  
 DE#1071 40.00 R 309+00.00 W SRI36  
 DE#1072 40.00 R 309+00.00 W SRI36  
 DE#1073 40.00 R 309+00.00 W SRI36

DE#1074 40.00 R 309+00.00 W SRI36  
 DE#1075 40.00 R 309+00.00 W SRI36  
 DE#1076 40.00 R 309+00.00 W SRI36  
 DE#1077 40.00 R 309+00.00 W SRI36  
 DE#1078 40.00 R 309+00.00 W SRI36  
 DE#1079 40.00 R 309+00.00 W SRI36  
 DE#1080 40.00 R 309+00.00 W SRI36

DE#1081 40.00 R 309+00.00 W SRI36  
 DE#1082 40.00 R 309+00.00 W SRI36  
 DE#1083 40.00 R 309+00.00 W SRI36  
 DE#1084 40.00 R 309+00.00 W SRI36  
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 DE#1086 40.00 R 309+00.00 W SRI36  
 DE#1087 40.00 R 309+00.00 W SRI36

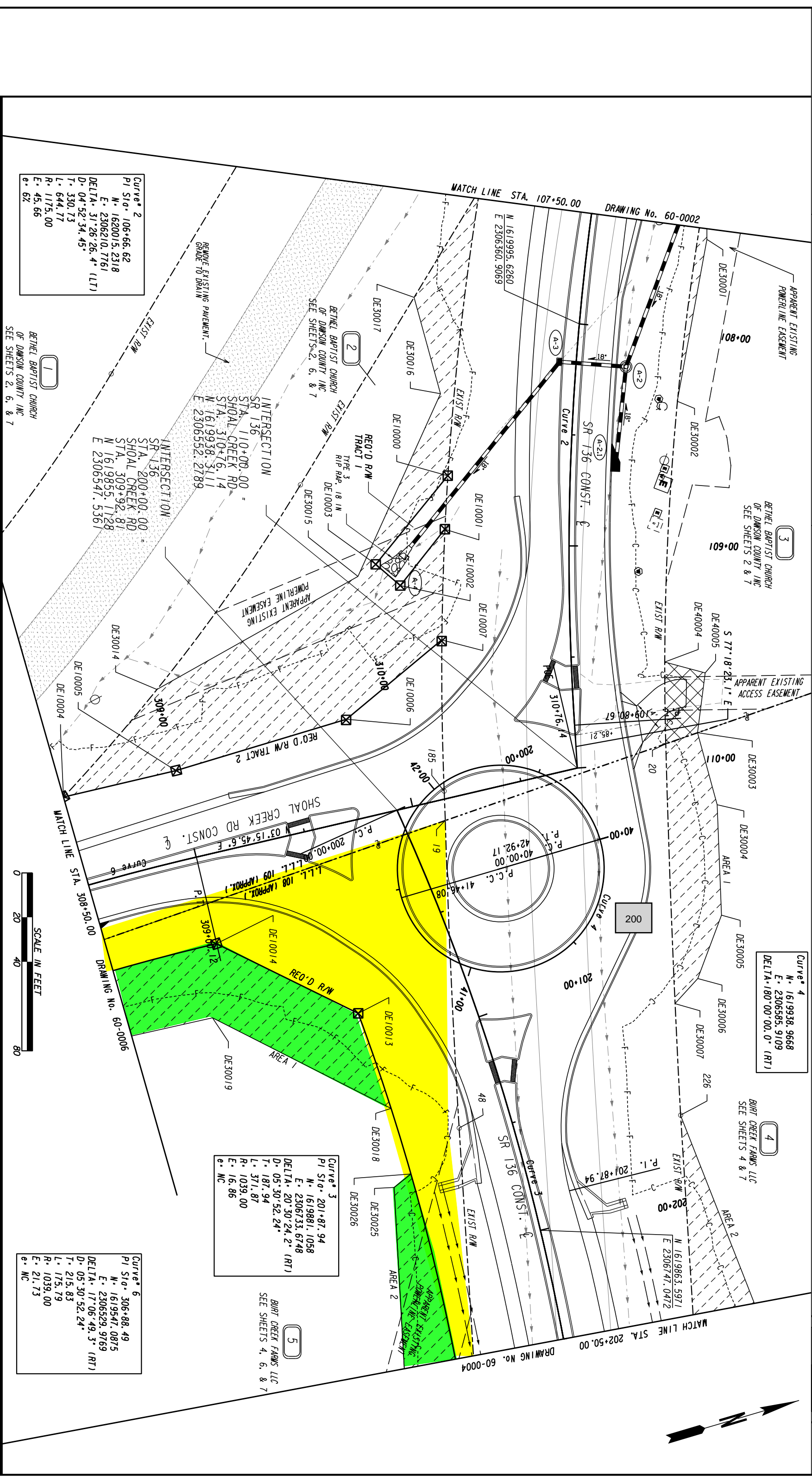
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 DE#1089 40.00 R 309+00.00 W SRI36  
 DE#1090 40.00 R 309+00.00 W SRI36  
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 DE#1092 40.00 R 309+00.00 W SRI36  
 DE#1093 40.00 R 309+00.00 W SRI36  
 DE#1094 40.00 R 309+00.00 W SRI36

DE#1095 40.00 R 309+00.00 W SRI36  
 DE#1096 40.00 R 309+00.00 W SRI36  
 DE#1097 40.00 R 309+00.00 W SRI36  
 DE#1098 40.00 R 309+00.00 W SRI36  
 DE#1099 40.00 R 309+00.00 W SRI36  
 DE#1100 40.00 R 309+00.00 W SRI36  
 DE#1101 40.00 R 309+00.00 W SRI36

SEE SHEETS 3, 4 & 6  
**PARCEL 5 AREA 1 BURR CREEK FARMS LLC**  
 RECD. TEMP. EASMT. DE112  
 PNT OFFSET/ STATION/ ALIGNMENT

DE#1001 48.71 R 203+70.00 W SRI36  
 DE#1002 49.88 R 206+02.00 W SRI36  
 DE#1003 68.00 R 205+51.00 W SRI36  
 DE#1004 70.00 R





**Curve 2**  
 PI Sta. 106+66.62  
 N. 1620015.2318  
 E. 2306210.7761  
 DELTA. 31°26'26.4" (LTT)  
 D. 04°52'34.45"  
 T. 330.73  
 L. 644.77  
 R. 1175.00  
 E. 45.66  
 e. 6x

**INTERSECTION**  
 SR 136  
 STA. 110+00.00 =  
 SHOAL CREEK RD  
 STA. 310+76.14  
 N. 1619938.3111  
 E. 2306552.2789

**INTERSECTION**  
 SR 136  
 STA. 200+00.00 =  
 SHOAL CREEK RD  
 STA. 309+92.81  
 N. 1619855.1128  
 E. 2306547.5361

**Curve 3**  
 PI Sta. 201+87.94  
 N. 1619881.1058  
 E. 2306733.6748  
 DELTA. 20°30'24.2" (RT)  
 D. 05°30'52.24"  
 T. 187.94  
 L. 371.87  
 R. 1039.00  
 E. 16.86  
 e. NC

**Curve 4**  
 N. 1619938.9668  
 E. 2306585.9109  
 DELTA. 180°00'00.0" (RT)

**Curve 6**  
 PI Sta. 306+88.49  
 N. 1619547.0875  
 E. 2306529.9769  
 DELTA. 17°06'49.3" (RT)  
 D. 05°30'52.24"  
 T. 215.83  
 L. 175.79  
 R. 1039.00  
 E. 21.73  
 e. NC

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 - EW, SENSITIVE AREA

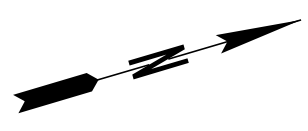
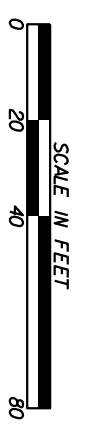
DATE	REVISIONS

DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**

PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108, 109  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 3 OF 8

DRAWING NO.  
**60-0003**

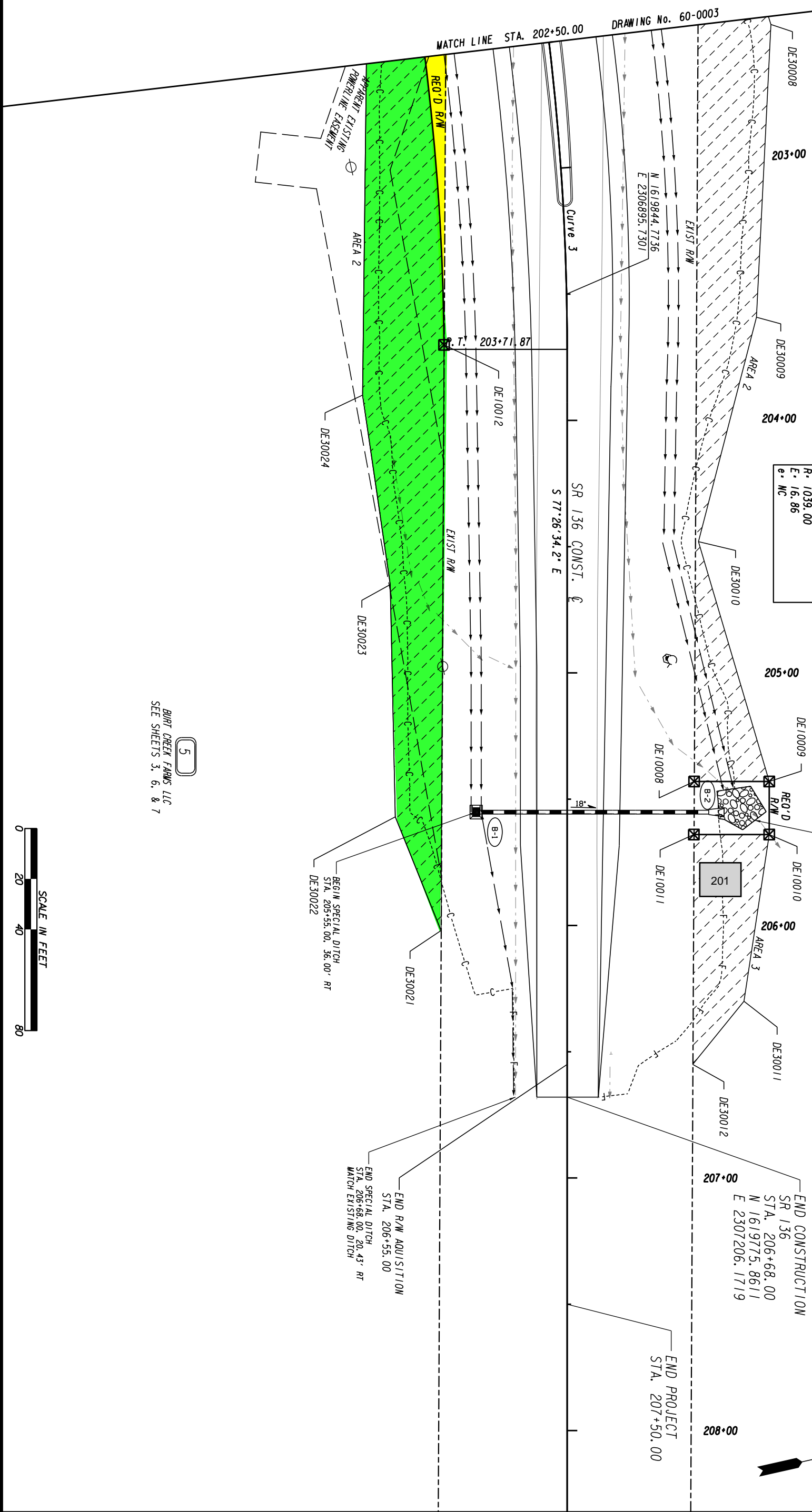


**4**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 3 & 7

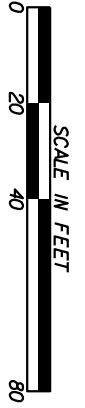
**Curve 3**  
 PI Sta. 201+87.94  
 N= 1619881.1058  
 E= 2306733.6748  
 DELTA= 20°30'24.2" (RT)  
 D= 05°30'52.24"  
 T= 187.94  
 L= 371.87  
 R= 1039.00  
 e= 16.86  
 e= NC

END CONSTRUCTION  
 SR 136  
 STA. 206+68.00  
 N 1619775.8611  
 E 2307206.1719

END PROJECT  
 STA. 207+50.00



**5**  
 BIRT CREEK FARMS LLC  
 SEE SHEETS 3, 6, & 7



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 - EW, SENSITIVE AREA

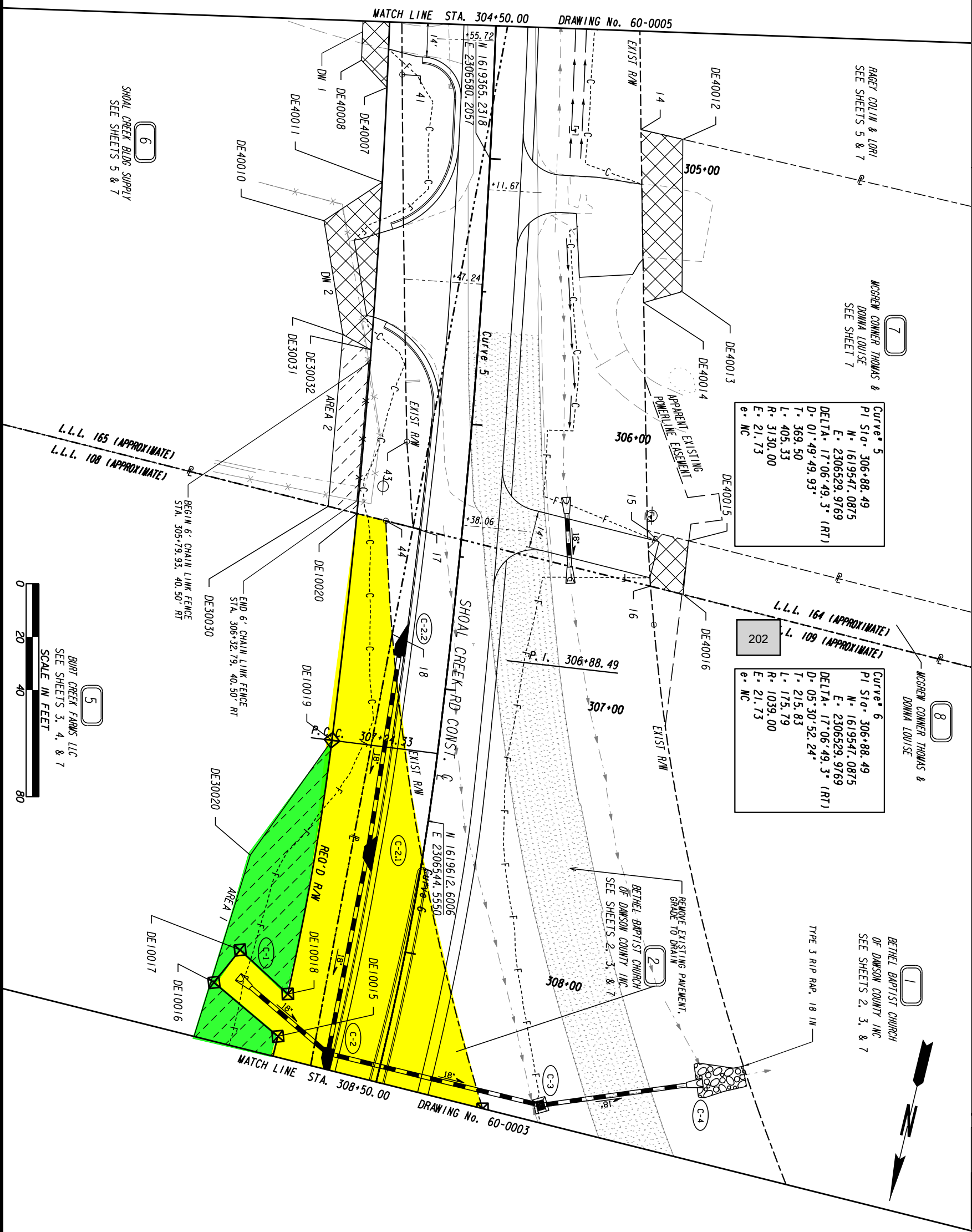
DATE	REVISIONS	DATE	REVISIONS

DAWSON COUNTY  
 PUBLIC WORKS

**RIGHT OF WAY MAP**

PROJECT NO.: 0120048  
 COUNTY: DAWSON COUNTY  
 LAND LOT NO.: 108  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 4 OF 8

DRAWING NO.  
**60-0004**



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 - EW, SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

DAMSON COUNTY  
 PUBLIC WORKS

**RIGHT OF WAY MAP**

PROJECT NO: 0120048  
 COUNTY: DAMSON COUNTY  
 LAND LOT NO: 108, 109, 164, 165  
 LAND DISTRICT: 4  
 GMD: 1178  
 DATE: 7-14-23 SH 6 OF 8

DRAWING NO.  
**60-0006**



**5**  
 BURT CREEK FARMS, LLC  
 SEE SHEETS 3, 4, 8 & 7

**6**  
 SHOAL CREEK BLDG SUPPLY  
 SEE SHEETS 5 & 7

**7**  
 MCGREW CONNER THOMAS &  
 DONNA LOUISE  
 SEE SHEET 7

**8**  
 MCGREW CONNER THOMAS &  
 DONNA LOUISE

**1**  
 BETHEL BAPTIST CHURCH  
 OF DAMSON COUNTY, INC  
 SEE SHEETS 2, 3, & 7

**2**  
 REMOVE EXISTING PAVEMENT,  
 GRADE TO DRAIN



MATCH LINE STA. 304+50.00 DRAWING No. 60-0005

MATCH LINE STA. 308+50.00 DRAWING No. 60-0003

<b>Land Sales Adjustment Grid</b>					
Property Data	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Address	1624 Burt Creek Road	Afton Road	390 Harmony Church Road	Emmett Moss Road	Cow art Road
City, State	Daw sonville, GA	Marble Hill, GA	Daw sonville, GA	Daw sonville, GA	Daw sonville, GA
Proximity to Subject	-	7.2 Miles NE	8.2 Miles SE	8.1 Miles SE	6.6 Miles SW
<b>Sale Price</b>	-	<b>\$775,000</b>	<b>\$900,000</b>	<b>\$1,100,000</b>	<b>\$1,009,850</b>
Sale Date	-	2/10/2022	12/7/2022	10/20/2022	9/20/2022
Land Size (AC)	77.014	46.2400	39.940	46.730	53.150
<b>Price Per Acre</b>	-	<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
<b>Transactional Adjustments</b>					
Property Rights Conveyed		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Financing Terms		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Conditions of Sale		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Immediate Expenditures		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Market Conditions		7.1%	3.0%	3.8%	4.2%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$17,950</b>	<b>\$23,210</b>	<b>\$24,434</b>	<b>\$19,798</b>
<b>Property Adjustments</b>					
Size		0%	0%	0%	0%
Zoning		0%	0%	0%	0%
Shape/Utility		0%	0%	0%	0%
Topography		0%	0%	0%	0%
Improvements		0%	0%	0%	0%
Location		0%	0%	0%	0%
Utilities		10%	0%	0%	0%
Flood Zone		0%	0%	0%	0%
<b>Gross Property Adjustments</b>		<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Net Property Adjustments</b>		<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Adjusted Price Per Acre</b>		<b>\$19,745</b>	<b>\$23,210</b>	<b>\$24,434</b>	<b>\$19,798</b>



Market Data Information

Vacant Land Sales

Sale No.	Address/Tax ID/County	Deed Book	Page
1	Afton Road, 031 016 002, Marble Hill, Dawson County	1560	476
2	390 Harmony Church Road, Dawsonville, Dawson County	1611	546
3	Emmett Moss Road, 118 040, Dawsonville, Dawson County	1606	195
4	Cowart Road, 059 001, Dawsonville, Dawson County	1599	348



**COMPENSATION SUMMARY- 388C**

Project: SR 136 at Shoal Creek Road

Parcel: 4

County: Dawson

PI#: 120048

Date Signed: 08/30/2023

Date of Value: 07/29/2023

Appraiser/Signature: Gregory N. Malcolm

Certification #: CG000857

Appraiser's Name: Gregory N. Malcolm, MAI

Address: 6350 Lake Oconee Pkwy, Ste. 110-185  
Greensboro, GA 30642

Telephone Number: 678-344-9155

E-mail: greg@gmreas.com

Value of Land to be Acquired, Fee Simple:				
0.014 AC	\$24,000/AC		\$336	
Land Area	Price/Unit			
Value of Permanent Easement(s):				
Land Area	Price/Unit	% of Fee Value		
Value of Site Improvements to be Acquired:				
<b>Market Value of the Acquisition:</b>			<b>\$336</b>	
Cost to Cure/Site Improvement Report				
Damages to Trade Fixtures				
Temporary Easement			\$1,219	
<b>RECOMMENDED COMPENSATION, AS ROUNDED:</b>			<b>\$1,600</b>	

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
<b>OWNER/LEASED FEE</b>	Burt Creek Farms, LLC	\$1,600	R/W, Easements
<b>LEASEHOLD</b>			
<b>TRADE FIXTURES</b>			
<b>EASEMENT OWNERS</b>			
<b>LIFE ESTATE</b>			

<b>Land Sales Adjustment Grid</b>					
Property Data	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Address	S'side SR 136	Afton Road	390 Harmony Church Road	Emmett Moss Road	Cow art Road
City, State	Daw sonville, GA	Marble Hill, GA	Daw sonville, GA	Daw sonville, GA	Daw sonville, GA
Proximity to Subject	-	7.2 Miles NE	8.2 Miles SE	8.1 Miles SE	6.6 Miles SW
<b>Sale Price</b>	-	<b>\$775,000</b>	<b>\$900,000</b>	<b>\$1,100,000</b>	<b>\$1,009,850</b>
Sale Date	-	2/10/2022	12/7/2022	10/20/2022	9/20/2022
Land Size (AC)	374.328	46.2400	39.940	46.730	53.150
<b>Price Per Acre</b>	-	<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
<b>Transactional Adjustments</b>					
Property Rights Conveyed		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Financing Terms		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Conditions of Sale		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
Immediate Expenditures		0%	0%	0%	0%
<b>Sub Total Adjusted Price Per Acre</b>		<b>\$16,760</b>	<b>\$22,534</b>	<b>\$23,539</b>	<b>\$19,000</b>
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<b>Sub Total Adjusted Price Per Acre</b>		<b>\$17,950</b>	<b>\$23,210</b>	<b>\$24,434</b>	<b>\$19,798</b>
<b>Property Adjustments</b>					
Size		0%	0%	0%	0%
Zoning		0%	0%	0%	0%
Shape/Utility		0%	0%	0%	0%
Topography		0%	0%	0%	0%
Improvements		0%	0%	0%	0%
Location		0%	0%	0%	0%
Utilities		10%	0%	0%	0%
Flood Zone		0%	0%	0%	0%
<b>Gross Property Adjustments</b>		<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Net Property Adjustments</b>		<b>10%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Adjusted Price Per Acre</b>		<b>\$19,745</b>	<b>\$23,210</b>	<b>\$24,434</b>	<b>\$19,798</b>

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**COMPENSATION SUMMARY- 388C**

Project: SR 136 at Shoal Creek Road

Parcel: 5

County: Dawson

PI#: 120048

Date Signed: 08/30/2023

Date of Value: 07/29/2023

Appraiser/Signature: Gregory N. Malcolm

Certification #: CG000857

Appraiser's Name: Gregory N. Malcolm, MAI

Address: 6350 Lake Oconee Pkwy, Ste. 110-185  
Greensboro, GA 30642

Telephone Number: 678-344-9155

E-mail: greg@gmreas.com

Value of Land to be Acquired, Fee Simple:				
0.328 AC	\$24,000/AC		\$7,872	
Land Area	Price/Unit			
Value of Permanent Easement(s):				
Land Area	Price/Unit	% of Fee Value		
Value of Site Improvements to be Acquired:				
<b>Market Value of the Acquisition:</b>			<b>\$7,872</b>	
Cost to Cure/Site Improvement Report				
Damages to Trade Fixtures				
Temporary Easement			\$1,706	
<b>RECOMMENDED COMPENSATION, AS ROUNDED:</b>			<b>\$9,600</b>	

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
<b>OWNER/LEASED FEE</b>	Burt Creek Farms, LLC	\$9,600	R/W, Easements
<b>LEASEHOLD</b>			
<b>TRADE FIXTURES</b>			
<b>EASEMENT OWNERS</b>			
<b>LIFE ESTATE</b>			

**COMPENSATION SUMMARY- 388C**

Project: SR 136 at Shoal Creek Road

Parcel: 5

County: Dawson

PI#: 120048

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Land Area	Price/Unit	% of Fee Value		
Value of Site Improvements to be Acquired:				
<b>Market Value of the Acquisition:</b>			<b>\$7,872</b>	
Cost to Cure/Site Improvement Report				
Damages to Trade Fixtures				
Temporary Easement			\$1,706	
<b>RECOMMENDED COMPENSATION, AS ROUNDED:</b>			<b>\$9,600</b>	

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
<b>OWNER/LEASED FEE</b>	Burt Creek Farms, LLC	\$9,600	R/W, Easements
<b>LEASEHOLD</b>			
<b>TRADE FIXTURES</b>			
<b>EASEMENT OWNERS</b>			
<b>LIFE ESTATE</b>			

**APPENDIX "C" TO EXHIBIT "A"**

GEORGIA, GREENE COUNTY

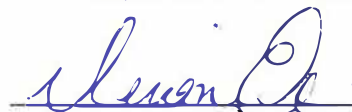
Personally comes, Gregory N. Malcolm, residing at 2130 Armour Bridge Road, Greensboro, GA 30642.

1. Affiant was employed by Dawson County to appraise Parcel No. 05 of the right of way and rights required for construction of Project No. 120048 SR 136 at Shoal Creek Road in Dawson County, Georgia for said County and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said county and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$9,600.00.

  
APPRAISER

Sworn to and subscribed before me,  
this 27 day of Feb, 2024.

  
NOTARY PUBLIC  
My commission expires 4-5-27

