

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, AUGUST 4, 2022
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

NEW BUSINESS

1. Presentation of Application for Parade and Assembly - *Five Star NTP Bootlegger Triathlon* - Planning & Development Director Sharon Farrell
2. Presentation of Land Donation Agreement- County Attorney
3. County Manager Report
4. County Attorney Report

**An Executive Session may 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.

- 6. Expected number of participants: 100
- 7. Physical description of materials to be distributed: N/A
- 8. How do participants expect to interact with public? N/A
- 9. Route of event: (attach a detailed map of the route) _____

9.a. Number and type of units in parade: _____

9.b. Size of the parade: _____

- 10. Will any part of this Event take place **within** the City Limits of Dawsonville? No

If YES, do you have a permit for the event from the City? _____ Date Issued: _____ * **Attach Copy**

- 11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? _____ Yes No If YES, please explain in detail: _____

- 12. List all prior parades or public assemblies, demonstrations or rallies in a public place within Dawson County for which you obtained a permit: (Also include dates – attach separate sheet, if necessary). Each year since 2011, May-August.

Details: Please outline what your event will involve: (number of people / life safety issues / vendors / cooking / tents / rides / handicap parking / egress) – *attach separate sheet if necessary.*

Swimming, biking, and running.

Route or Lay Out: (attach a detailed site plan)

What participation, if any, do you expect from **Dawson County Emergency Services**? Will call if needed.

What participation, if any, do you expect from the **Dawson County Sheriff Department**? Traffic Control

Insurance Requirements:

In compliance with Ordinance Section VII (C), an applicant for a permit shall obtain liability insurance from an insurer licensed in the State of Georgia for the parade, public assembly, demonstration or rally in a public place, if one or more of the following criteria exists:

1. The use, participation, exhibition, or showing of live animals;
2. The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
3. The use of a stage, platform, bleachers, or grandstands that will be erected for the event;
4. The use of inflatable apparatus used for jumping, bouncing, or similar activities;
5. The use of roller coasters, bungee jumping, or similar activities; or
6. Vendors or concessions.

Does your parade, non-spontaneous private assembly, demonstration, or rally in a public place meet any of the criteria above? Yes No If yes, which one(s)? _____

Any applicant required to provide insurance shall provide Dawson County with a copy of the Certificate of Insurance from an insurer authorized and **licensed by the State of Georgia**. Dawson County shall be added as an additional named insured for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be **\$1,000,000.00 per incident** and **\$2,000,000.00 aggregate** for the entire event. All costs for insurance and naming Dawson County as an additional named insured shall be borne solely by the applicant. Such insurance shall protect Dawson County from any and all claims for damages to property and/or bodily injury or death.

Is the Certificate of Liability Insurance attached? Yes No Not applicable to this event

Additional information/comments about liability insurance: _____

Additional information/comments about this application: _____

APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY; AND AGREEMENT FOR FINANCIAL RESPONSIBILITY.

APPLICATION:

OATH: I hereby swear and affirm that the information provided with this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

RELEASE & WAIVER OF LIABILITY:

The permit holder shall indemnify and hold Dawson County harmless from any claim, demand, or cause of action that may arise from activities associated with the event. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless Dawson County, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of Dawson County.

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, providing sufficient parking and storage areas for motor vehicles, providing temporary toilet facilities, and providing other similar special and extraordinary items deemed necessary for the permitted activity by Dawson County to keep the area of the event safe and sanitary. However, Dawson County shall not require individuals, organizations, or groups of persons to provide personnel for normal governmental functions such as traffic control, police protection, or other activities or expenses associated with the maintenance of public order. If additional requirements are placed upon an applicant and if such requirements are not met, then Dawson County may revoke the issued permit and/or deny any subsequent permit requested by the applicant. Dawson County shall be entitled to recover from the applicant any sum expended by Dawson County for extraordinary expenses not provided by the applicant. The additional expense may include, but not be limited to, Dawson County utilizing off-duty personnel or providing equipment or resources from other areas of the county to supplement equipment or resources already present.

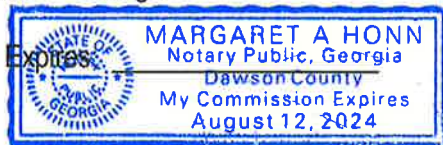
Michael Voxles
Applicant's Printed Name

Sworn to and subscribed before me
this 1st day of July 2022

Michael Voxles
Applicant's Signature

Margaret A Honn
Notary Public, State of Georgia

My Commission Expires



Note to Applicant: Once your permit is processed, Planning & Development will notify you of the meeting dates for the Board of Commissioner's work session and voting session. You are required to attend both meetings.

Bootlegger Triathlon 9/11/22

	<p>Dawson County Planning & Development 25 Justice Way, Suite 2322 (706) 344-3500</p>	<p>Permit for Parades, Public Assemblies, Demonstrations, and Rallies In Public Places (EMERGENCY SERVICES)</p>
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EMERGENCY SERVICES: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: Bootlegger Triathlon Date(s) of Event: 9/11/22

Any anticipated problems with proposed route? NO

Any anticipated problems with the designated location for participants to assemble? No

How many personnel will be required for this event? 0

Estimated cost for personnel: N/A

Number and type of vehicles required: N/A

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: N/A

Estimated cost for equipment: 0

Additional comments/concerns: Call 911 if any need for fire/EMS response.

Emergency Services: APPROVED: YES NO (Please also sign off on page 8 of application.)

By: Jeff Bailey Date: 7/14/22

Bootlegger Triathlon 9/11/22

	<p>Dawson County Planning & Development 25 Justice Way, Suite 2322 Dawsonville, GA 30534 (706) 344-3500</p>	<p>Permit for Parades, Public Assemblies, Demonstrations, and Rallies In Public Places (APPROVALS)</p>
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Office Use Only:

If applicable to the event, the following departments have reviewed and approved this event:

Department	Printed Name	Signature for Approval	Date
Sheriff Dept.			
Emergency Services	Jeff Bailey	JCBailey	7/14/22
Marshal's Office	_____		
Public Works Dept.	_____		
Environmental Health	_____		
Parks and Recreation			
State Park Office	_____		
Georgia Dept. of Transportation			

Dawson County Board of Commissioners:

Work Session Date: _____

Voting Session Date: _____

Approved:

Attest:

Billy Thurmond, Chairman
Dawson County Board of Commissioners

Kristen Cloud, County Clerk

cc: (as applicable)

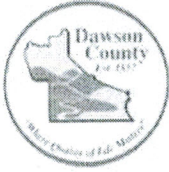
Applicant
County Attorney
Sheriff Dept.
Emergency Services

Marshal Dept.
Environmental Health
Public Works
Parks and Recreation

GA DOT (Brent Cook)
GA State Parks

PERMIT # _____

DATE ISSUED: _____



**Dawson County
Planning & Development**
25 Justice Way, Suite 2322
Dawsonville, GA 30534
(706) 344-3500

**Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places**
(SHERIFF DEPARTMENT)

SHERIFF DEPARTMENT: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: Bob Heeger Triathlon Date(s) of Event: 9-11-2022

Any anticipated problems with proposed route? None

Any anticipated problems with the designated location for participants to assemble? None

How many officers will be required for this event? 2-off-duty

Estimated cost for officers: _____

Number of vehicles required: 2

Type of procedures and equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns/recommendations: Ensure cyclists follow rules of the road.

Sheriff Department: APPROVED: YES NO (Please also sign off on page 8 of application.)
By: [Signature] Date: 7-18-2022



**Dawson County
Planning & Development**
25 Justice Way, Suite 2322
(706) 344-3500

**Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places**
(EMERGENCY SERVICES)

EMERGENCY SERVICES: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: _____ Date(s) of Event: _____

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? _____

How many personnel will be required for this event? _____

Estimated cost for personnel: _____

Number and type of vehicles required: _____

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns: _____

Emergency Services: APPROVED: YES NO (Please also sign off on page 8 of application.)

By: _____ Date: _____



**Dawson County
Planning & Development**
25 Justice Way, Suite 2322
Dawsonville, GA 30534
(706) 344-3500

**Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places**
(SHERIFF DEPARTMENT)

SHERIFF DEPARTMENT: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: _____ Date(s) of Event: _____

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? _____

How many officers will be required for this event? _____

Estimated cost for officers: _____

Number of vehicles required: _____

Type of procedures and equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns/recommendations: _____

Sheriff Department: APPROVED: YES NO (Please also sign off on page 8 of application.)

By: _____ **Date:** _____



Dawson County
Planning & Development
25 Justice Way, Suite 2322
Dawsonville, GA 30534
(706) 344-3500

Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places
*(Marshal / Public Works / Environmental
Health / Parks & Recreation)*

PLEASE PROVIDE COMMENTS AND APPROVALS BELOW (Attach additional sheet if necessary)
(Please also sign off on page 8 of the application.)

MARSHAL: _____
_____ **NIA** _____

APPROVED: YES NO **By:** _____ **Date:** _____

PUBLIC WORKS: _____
_____ **NIA** _____

APPROVED: YES NO **By:** _____ **Date:** _____

ENVIRONMENTAL HEALTH: _____
_____ **NIA** _____

APPROVED: YES NO **By:** _____ **Date:** _____

PARKS & RECREATION: _____

APPROVED: YES NO **By:** _____ **Date:** _____



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Dawson county 25 justice way Dawsonville, GA 30534</p>
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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

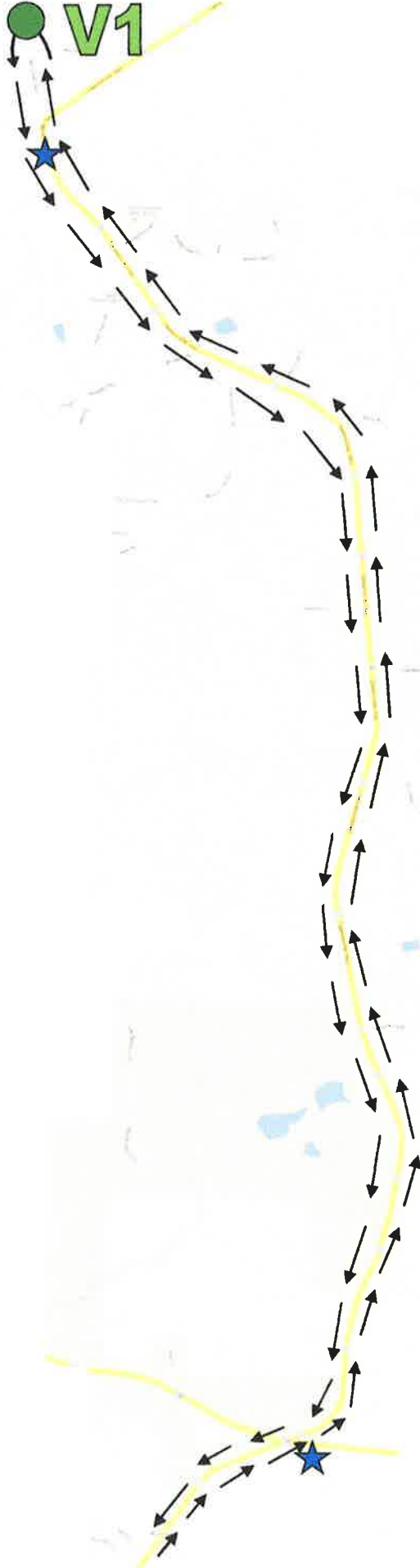
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Bootlegger Super Sprint Traffic Plan for Bike Route



Route

1. Riders will Exit Veterans Park and Turn Left, traveling North on GA-9
2. Riders will turn Left on Mill Creek Spur
3. Riders will turn around at the corner of Mill Creek Spur & Mill Creek Trail
4. Riders will turn Right on GA-9
5. Riders will turn Right into Veterans Park



Sheriff Points



1. GA-9 @ park exit (Dawson County)
2. Corner of GA-9 & GA-136 (Dawson County) 
3. Corner of GA-9 & Mill Creek Spur (Lumpkin County)

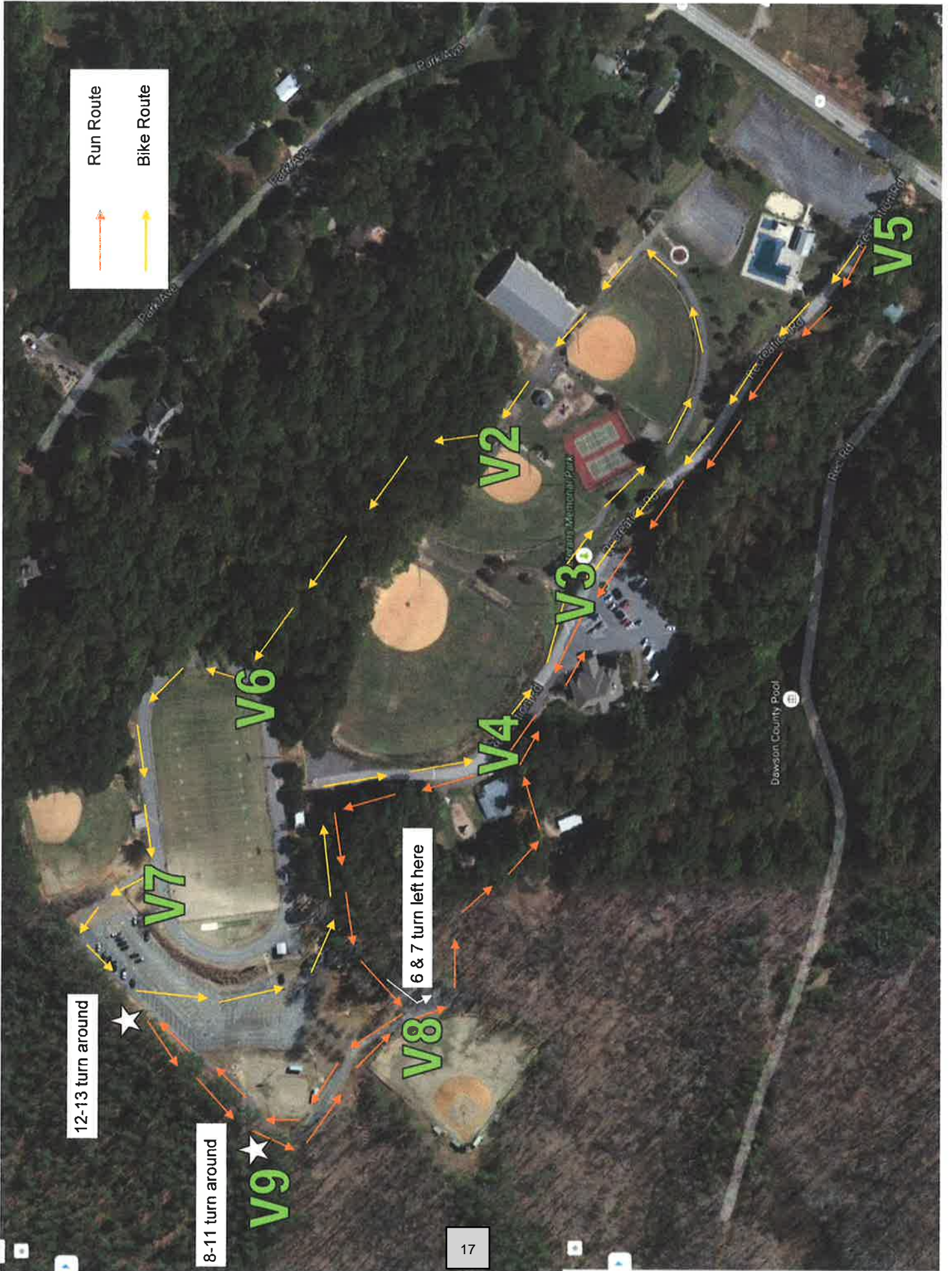
Volunteer Points

1. Turn around...Corner of Mill Creek Spur & Mill Creek Trail

Notes

1. Ride will be done as a time trial...no pack riding
2. Riders will follow rules of the road

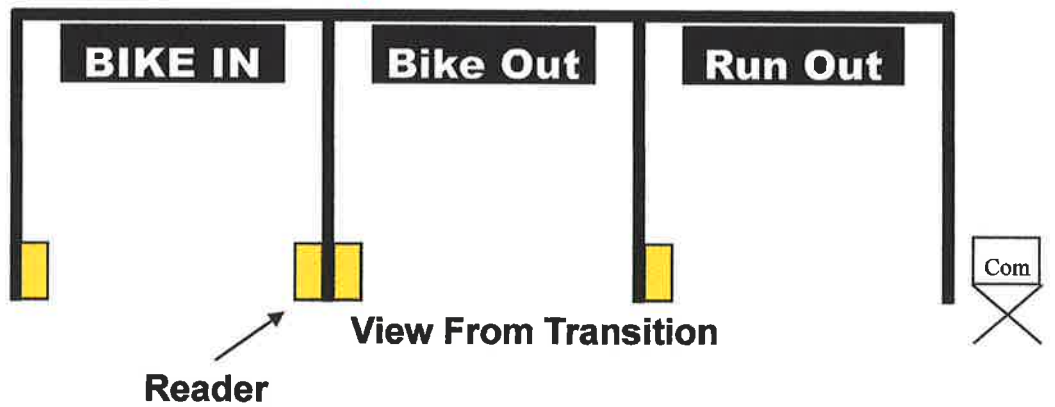
	Run Route
	Bike Route



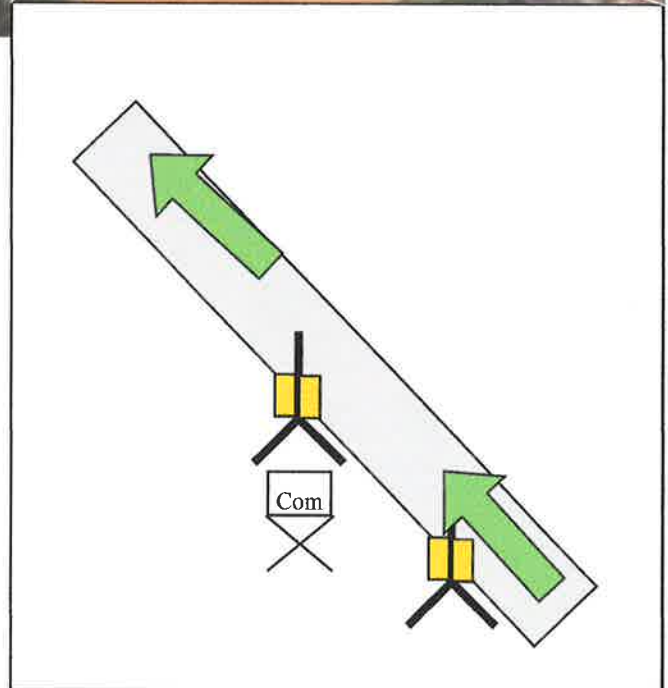
12-13 turn around

8-11 turn around

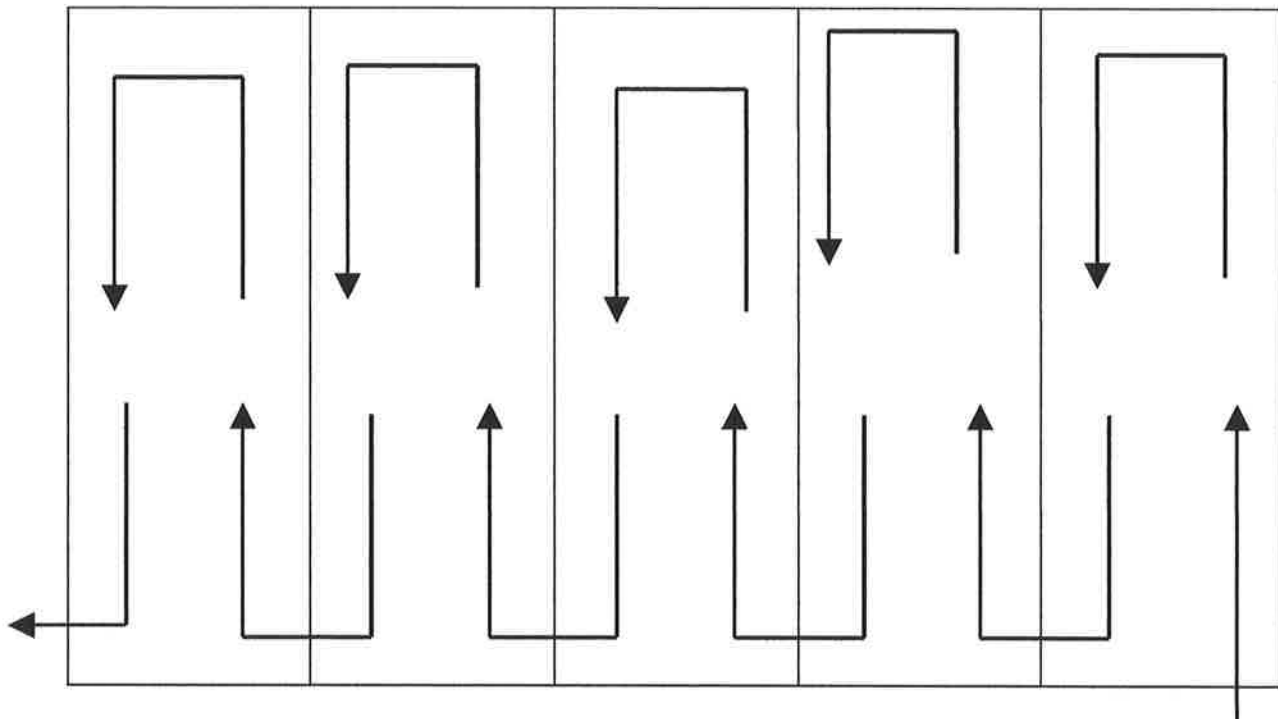
6 & 7 turn left here



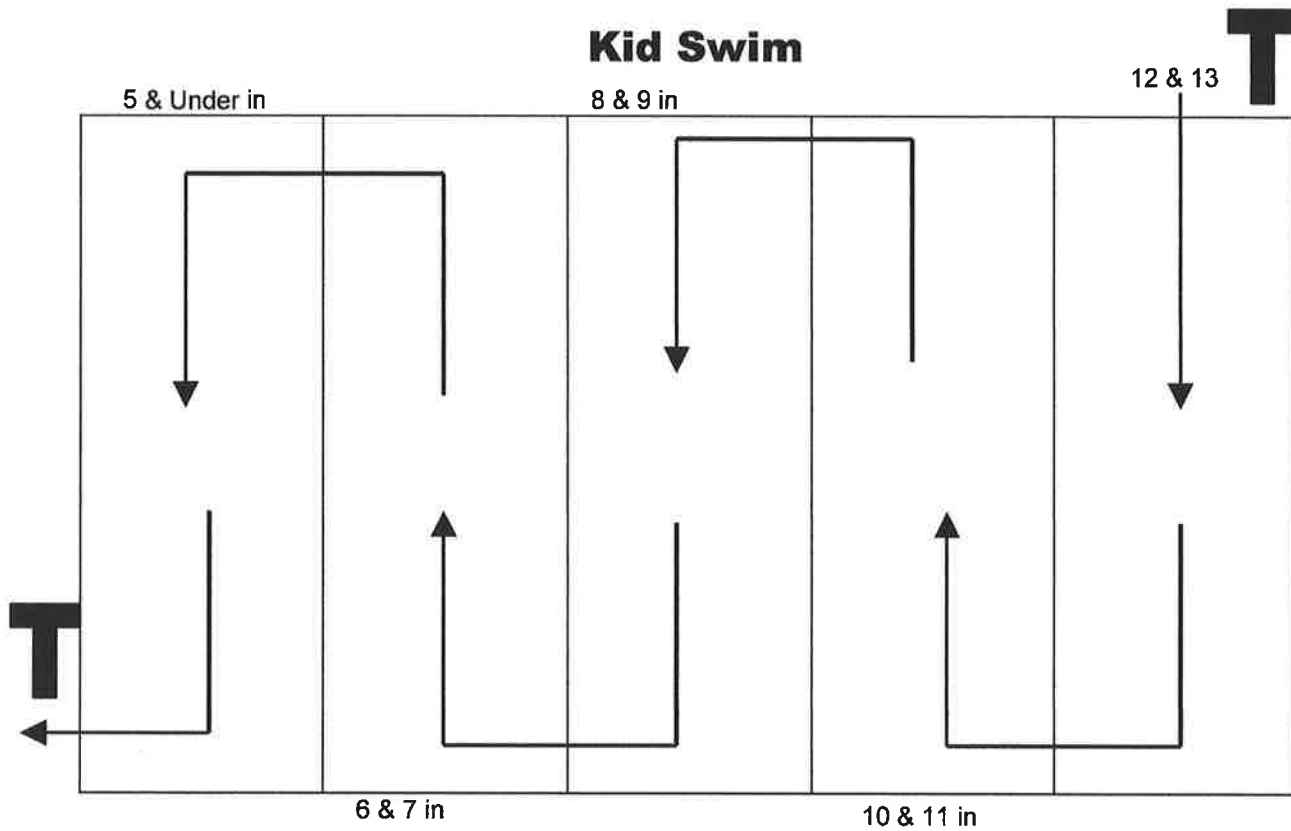




Adult Swim



Kid Swim



LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between ANNE L. STYLES, a Georgia resident (hereinafter called "Donor"), and DAWSON COUNTY, a political subdivision of the State of Georgia (hereinafter called "Donee")

AGREEMENT

1. Donation. Donor hereby agrees to donate to Donee, and Donee hereby agrees to accept and take from Donor, subject to and in accordance with the terms and conditions of this Agreement, all those certain lots, tracts, or parcels of real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, together with all rights, ways, and easements appurtenant thereto (the "Property").

2. Title. (a) Donor agrees to convey to Donee at Closing (as hereinafter defined) all the title Donor has in said Property. Donor conveys fee simple ownership which is free of all claims, liens, and encumbrances of any kind other than permitted exceptions agreed by the Donee.
(b) Donee shall have until the expiration of the Due Diligence Period (as hereinafter defined) in which to examine title to the Property and in which to give Donor written notice of objections which render Donor's title less than good and fee simple title.
(c) Donor shall have until ten (10) days prior to Closing in which to satisfy objections specified in Donee's initial notice, and until Closing in which to satisfy objections specified in any subsequent notice by Donee. If Donor does not satisfy such objections, then, at the option of Donee, Donee may: i) terminate this Agreement, in which event all rights and obligations of Donor and Donee under this Agreement shall expire and this Agreement shall become null and void; or ii) satisfy the

ALL

objections which can be satisfied;
or iii) waive such satisfaction and accept the donation of the Property; or iv) extend the Closing for a period of up to sixty (60) days, during which time Donor and Donee will work together to cure such title objections. If Closing is extended by Donee under clause iv) above, and any such title objections remain unsatisfied, Donee may then elect among the alternatives specified in clauses i), ii), and iii) above.

3. Due Diligence. The Donee shall have a ninety (90) day Due Diligence Period ("Due Diligence Period") commencing immediately upon execution of this Agreement. During the Due Diligence Period, the Donee may enter the Property and may conduct environmental testing, including but not limited to soil borings, and may otherwise generally inspect the Property, to include surveying same, and may terminate this Agreement as provided herein. At the conclusion of the Due Diligence Period, the Donee's right to terminate shall expire except as otherwise provided herein. If Donee determines that it will not accept the Property from Donor, Donee shall have the right, at Donee's option, to terminate this Agreement by giving written notice thereof to Donor on or before the expiration of the Due Diligence Period, in which event all rights and obligations of Donor and Donee under this Agreement shall expire and this Agreement shall become null and void.

4. Conveyance. At Closing, Donor shall execute and deliver to Donee a Limited Warranty Deed conveying fee simple title in and to the Property. Donee's survey shall be used as the basis for the preparation of the legal description to be included in the limited warranty deed. The deed shall specify that the Property shall be dedicated by the Donee for use only as a public park. Any such public park that the Donee may elect to construct on the Property shall bear the name "Styles Park." Thereafter, in the event Donee ceases to use the Property as a public park for a period of more than twelve (12) consecutive months, title shall revert to Donor or the heirs of Dora Payne Matthews Styles.

CLL

Donor shall surrender possession of the Property to Donee at Closing.

5. Donor's Representations and Warranties. Donor hereby represents and warrants to Donee the following, to the best of Donor's knowledge; i) Donor has the lawful right, power, authority, and capacity to donate the Property in accordance with the terms and conditions of this Agreement; ii) except for the Crown Lease (as hereinafter defined) and the Watson Arrangement (as hereinafter defined), there are no security interests, mortgages, or other liens against the Property; iii) no portion of the Property is used or has ever been used for the storage, processing, treatment, or disposal of pollutants; iv) no pollutants have been released, spilled, or discharged on or in the Property; and v) there are no underground storage tanks located on or in the Property.

Donor agrees that between the Effective Date of this Agreement and Closing, Donor will not make or enter into any lease or other agreement for the use, occupancy, or possession of any part of the Property without the prior written approval of the Donee.

6. Taxes. At Closing, Donee shall acquire the obligation to satisfy all of the current year 2022 ad valorem taxes imposed against the Property.

7. Right of Entry. Between the Effective Date and Closing, Donee and Donee's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, and making surveys, engineering studies, environmental assessments, and any other investigations and inspections as Donee may reasonably require to assess the condition of the Property. Such activities of Donee on the Property shall not materially damage the Property. The Donee's entry upon the Property in accordance with this paragraph shall be undertaken in such a manner to avoid unreasonably interfering with Donor's

ongoing operations or in a manner as would do permanent damage to the Property. Donee agrees to indemnify and hold Donor harmless from and against any and all claims for injury to person or damage to property, to the extent directly resulting from the inspection of the Property by Donee or Donee's agents or designees.

8. Survey. Donee (at Donee's expense) shall have the right to cause an as-built survey of the Property to be prepared by a surveyor registered and licensed in the State of Georgia and designated by Donee, which survey shall depict such information as Donee shall require with all expenses to be borne by Donee. Upon completion of a plat of the survey, Donee shall furnish Donor with a copy thereof. The survey shall be used as the basis for the preparation of the legal description to be included in the limited warranty deed to be delivered by Donor to Donee at Closing. All expenses of the preparation of the limited warranty deed shall be borne by Donee.

9. Risk of Loss. All risk of loss or damage to the Property will pass from the Donor to Donee at the time of title transfer at Closing. In the event of the damage or destruction of any portion of the Property prior to Closing, Donee shall have the right, at Donee's option, to terminate this Agreement by giving written notice thereof to the Donor prior to Closing, provided Donee has not been the cause of the damage or destruction. In this event all rights and obligations of Donor and Donee under this Agreement shall expire and Agreement shall become null and void. If Donee does not so terminate this Agreement, Donee may accept the conveyance of title to the Property "as is" at Closing.

10. Existing Lease and Use Arrangement. (a) As part of Donor's conveyance of the Property to Donee, Donor agrees to convey all of the right, title, and interest of Donor as "lessor" in, to, and under that certain Land Lease Agreement dated March 21, 1997, between

Henley Stephen Styles, as lessor, and Crown Atlantic Company, LLC, successor in interest to Cellico Partnership, as lessee, for the lease of a certain 6.06 acre parcel located within the Property (as amended by amendments to land lease agreement dated June 18, 2005, and September 22, 2010, herein called the "Crown Lease")

(b) Donor represents to Donee that Donor currently maintains verbal arrangement with Steve Watson for his use of the Property to raise cattle (herein called the "Watson Arrangement").

In exchange for his use of the Property, Steve Watson provides maintenance services on the Property, including maintaining fences, mowing grass, spraying for weeds, removing fallen trees, clearing fields of vines and briars, and spreading manure for fertilizer.

Donor further represents that there is no written lease, contract, or other instrument regarding the Watson Arrangement. Donor agrees to terminate the Watson Arrangement effective as of Closing. Donor and Donee agree that between the Effective Date and Closing, Donee will enter into discussions with Steve Watson regarding a potential new arrangement for use of the Property by Steve Watson on terms acceptable to Donee.

In the event that Donee and Steve Watson have not agreed upon a new use arrangement by Closing, Donee agrees that Steve Watson shall have sixty (60) days after Closing in which to vacate the Property; provided, however, that Donee and Steve Watson shall enter into a written instrument documenting the terms and conditions of Steve Watson's continued use of the Property for period not to exceed sixty (60) days after Closing.

c) Donor agrees to cooperate with any requests by Donee for information or documentation regarding the Crown Lease, the Watson Arrangement, and the Property.

11. Payments During Donor's Lifetime. Donee agrees that after Closing and conveyance of the Property to Donee, Donee will pay to Donor during her lifetime an amount equal to the rental proceeds received by Donee under the Crown Lease. Such payment obligation shall be agreed upon by

Donor and Donee and contained in a separate written instrument executed by the parties at Closing. Donee shall provide a copy to Donor of any subsequent changes of the terms of the Crown Lease.

12. Public Hearing. Donor acknowledges that, prior to Closing, Donee may hold public hearings with respect to this Agreement and the donation of the Property by Donor as contemplated herein wherein the details of such donation may be revealed in an open and public forum.

13. Binding Effect. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Donor and Donee and their respective heirs, legal representatives, successors, and assigns.

14. Entire Agreement. This Agreement supersedes all prior discussions, understandings, and agreements between Donor and Donee with respect to the donation of the Property and other matters contained herein. This Agreement may be modified only by a further instrument in writing that is duly executed by or on behalf of Donor and Donee.

15. Severability. If any term, condition, covenant, or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be declared invalid or unenforceable by any court of competent jurisdiction, then in such event the remainder of this Agreement or the application of such term, condition, covenant, or provision to any other person or circumstance shall not be thereby affected, and each term, condition, covenant, and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

16. Governing Law. This Agreement shall be governed by, construed under, and interpreted in accordance with the laws of the State of Georgia, including, but not limited to, the Georgia Open Meetings Act (O.C.G.A. §50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. §50-18-70 et seq.).

17. Time is of the Essence. Time is of the essence of each and every term and provision in this Agreement.

18. Counterparts. This Agreement may be executed in multiple identical counterparts, and all such executed counterparts together will constitute one and the same instrument.

19. Brokers. Each party represents to the other party that it has not dealt with any broker in connection with the transaction contemplated hereunder. Each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through, or on account of any acts of said party or its representatives, said party will be responsible for and reimburse the other party for any and all loss, liability, cost, damage, and expense in connection therewith (including reasonable attorneys' fees). The provisions of this section shall survive Closing or any termination of this Agreement.

20. Notices. Whenever any notice or request is required or permitted under this Agreement, such notice or request shall be in writing and delivered to the parties at the addresses shown below, or any substitute address previously furnished to the other party by written notice in accordance herewith.

Such notice or request shall be deemed received and shall be effective: i) on the date personally delivered; or ii) on the date such notice is sent via electronic mail to the valid email address of the intended recipient as provided below; or iii) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested; or iv) on the date delivered when sent via national overnight commercial carrier for next business day delivery.

NOTICE TO DONOR SHALL BE SENT TO:

Anne L. Styles

175 EE Styles Road

Dawsonville, GA 30534

Email Address: als3500@aol.com

With a Copy to Donor's Counsel:

Law Office of Shelly Townley Martin, LLC

133 Prominence Court, Suite 110

Dawsonville, Georgia 30534

Attention: Shelly Townley Martin, Esq.

Email Address: smartin@stmlawpro.com

With a Copy to Donor's Attorney-in-Fact:

Stuart Sylvester

P.O. Box 922113

Norcross, Georgia 30010

Email Address: stuart@bradfordproperties.com

NOTICE TO DONEE SHALL BE SENT TO:

Dawson County
25 Justice Way
Dawsonville, Georgia 30534
Attention: David Headley, County Manager
Email Address: dheadley@dawsoncounty.org

With a Copy to Donee’s Counsel:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Greg Mayfield, Esq.
Email Address: gmayfield@jarrard-davis.com

21. Costs of Closing. Donee shall pay all costs relating to the donation by Donor of the Property (all costs relating the closing of the Property, including but not limited to recording costs, the cost of any professional services obtained by Donee, the premium for any owner’s policy of title insurance issued in favor of Donee, and Donee’s attorneys’ fees).

In addition, during the period of time in which Donor can satisfy Donee’s title objections as described in this Agreement, Donor may request that Donee pay the necessary and reasonable out-of-pocket expenses that would be incurred by Donor to satisfy such objections. Donor agrees to cooperate with Donee in any such efforts to satisfy Donee’s title objections. Upon completion of the Closing and transfer of the Property to Donee, Donee shall pay up to \$5,000 in reasonable attorney’s fees incurred by Donor from the Effective Date of this Agreement through Closing for purposes of consummating the

donation of the Property to Donee as provided for herein. Donee's payment of Donor's attorney's fees is conditioned upon the receipt by Donee's counsel of detailed monthly invoices from Donor's counsel during the period from the Effective Date through Closing.

22. Donee shall bear any and all costs associated with the donation and hold Donor harmless from any money expenses associated with the gifting of this Property.

23. Closing. The closing of the donation of the Property (herein called "Closing") shall be held at the offices of Donor's legal counsel at such time and or date as may be specified by written notice to Donor not less ten (10) days prior thereto; provided, however, that Closing shall be within thirty (30) days after expiration of the Due Diligence Period.

The Property is donated subject only to the valid and agreed upon exceptions disclosed to the Donee as of the date of closing.

24. Remedies. If the donation of the Property is not consummated in accordance with the terms and conditions of this Agreement due to Donor's failure to perform or satisfy any of Donor's agreements or obligations under this Agreement, Donee shall have the right to seek, prove, and recover up to \$50,000 in monetary damages from Donor for out-of-pocket costs and expenses paid or incurred by Donee in connection with this Agreement, including attorneys' fees and disbursements related to this Agreement, the examination of title to the Property, the surveying of the Property, and any examinations, investigations, tests, and inspections undertaken by Donee with respect to the Property, including, without limitation, any environmental site assessments.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above, which shall be the date this Agreement is executed by Donee.

DONOR:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Dawn Smith
Witness

By: Anne L. Styles
Anne L. Styles

Date of Donor's Execution:

07-27-2022

Geardean K. Cagle
Notary Public



DONEE:

DAWSON COUNTY, GEORGIA

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

By: _____
Billy Thurmond, Chairman
Dawson County Board of Commissioners

Notary Public

Attest: _____
Kristen Cloud, County Clerk

[NOTARY SEAL]

[COUNTY SEAL]

Date of Donee's Execution:

ALS

EXHIBIT "A"

PROPERTY DESCRIPTION

Tract 1: All that tract or parcel of land lying and being in Land Lots 894, 893, 943 and 944 of the 5th District and 1st Section of Dawson County, Georgia, and being Tract 1 containing 32.02 acres and Tract 2 containing 5.73 acres as shown in a survey for H. Steve Styles by Donald Williams, Georgia Registered Surveyor, dated May 11, 1982, recorded in Plat Book 11, Page 72, Dawson County, Georgia Deed Records. Said plat being incorporated herein by reference and made a part hereof. Said property having a map and parcel number of 051 017 and 051 017 001.

Tract 2: All that tract or parcel of land lying and being in Land Lots 943 and 962 of the 5th District, 1st section of Dawson County, Georgia, and being Tract 1A containing 2.538 acres pursuant to survey provided for the benefit of Styles Estate, prepared by Richard J. Webb, Georgia Registered Land Surveyor number 2507, dated August 30, 2001, as thereafter last revised April 9, 2002, filed for record May 30, 2002, recorded in Plat Book 54, Page 199, Dawson County, Georgia, to which reference is made for a more complete description. Said property having a map and parcel number of 051 056.

Tract 3: All that tract or parcel of land lying and being in Land Lots 894 and 943 of the 5th District 1st Section, Dawson County, Georgia, containing 2.538 acres, more or less; being designated as Tract 1, as per plat of survey for Styles Estate prepared by Richard J. Webb, GRLS, dated August 30, 2001, last revised April 9, 2002, recorded in Plat Book 54, Page 199, Dawson County Records. Said plat being incorporated herein and made a part hereof by reference. Said property having a map and parcel number of 051 057.

Tract 4: All that tract or parcel of land lying and being in Land Lots 961, 960, 945 and 944 of the 5th District, 1st Section of Dawson County, Georgia, and being Tract 1 containing 75.48 acres and Tract 2 containing 2.00 acres, more or less, as per plat for Anne L. Styles by Donald Williams and Associates, dated May 11, 1982. Said plat being recorded in Plat Book 11, Page 73, Dawson County Records, to which reference is made for a more complete description. Said property having a map and parcel number of 052 001.