

DAWSON COUNTY  
BOARD OF  
COMMISSIONERS  
EXECUTIVE SESSION

[Minutes](#)

August 20, 2015  
at 6:00 PM

**Backup material for agenda item:**

Minutes

**DAWSON COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SESSION MEETING MINUTES – AUGUST 20, 2015  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE  
6:00 P.M.**

*Personnel*  
*Property*

This 20th day of August, 2015

Dawson County Board of Commissioners

*Mike Berg*  
Chairman Mike Berg

*Sharon Fausett*  
Sharon Fausett, Commissioner

*James Swafford*  
James Swafford, Commissioner

*Jimmy Hamby*  
Jimmy Hamby, Commissioner

*Julie Hughes Nix*  
Julie Hughes Nix, Commissioner

## **Executive Board Meeting**

08/20/2015

### **Property-**

The Board voted 4-0 Nix/Swofford authorizing the Chairman to present an offer to Bull Realty, broker/agent, to purchase the Lakeview Center for the sum of \$700,000.00. Mr. Homans was directed to provide a contract to purchase.



## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 20th day of July, 2015 by and among C&I Solutions II Reo, LLC, hereinafter referenced as seller ("Seller"), and Dawson County, Georgia, hereinafter referenced as purchaser ("Purchaser").

In consideration of the terms hereof, the parties agree as follows:

1. Conveyance. Subject to the terms and conditions of this Agreement, at the Closing the Seller in consideration of the payment of Seven Hundred Thousand Dollars (\$700,000.00) (the Purchase Price), shall grant, sell, assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase and acquire from the Seller, all right, title and interest in and to:
  - 1.1 The real property located in Dawson County, Georgia at 2057 Dawson Forest Road East, Dawsonville, Georgia 30534 that is more particularly described in "Exhibit A" that is attached hereto and hereby made a part hereof, together with all mineral rights, water rights, hereditaments and appurtenances thereunto belonging or in any way appertaining thereto, and all buildings and improvements situated thereon (the "Subject Premises"); and
  - 1.2 All of the property rights of the Seller of every kind and description in and to the real, personal and mixed, tangible and intangible property located on the Subject Premises, except any chairs.
2. Purchase Price and Payment. At closing, Buyer shall pay the Seller the purchase price of Seven Hundred Thousand Dollars (\$700,000.00). Purchaser agrees to pay earnest money of Five Thousand Dollars (\$5,000.00) to Bull Realty ("Holder") within five days from the binding agreement date. The earnest shall be deposited in Holder's escrow/trust account.
3. Closing. The Closing shall be at the offices of Fox, Chandler, Homans, Hicks & McKinnon, LLP on or before the 30th day of September, 2015, (or on such date and time and at a place mutually agreed upon by the Seller and Purchaser). As used herein, "Closing" means the consummation of the purchase and sale transaction contemplated by this Agreement.
4. Closing Deliveries. At the Closing, the Seller shall deliver to the Purchaser:
  - 4.1 Deed. A General Warranty Deed to the Subject Premises, duly executed and acknowledged by the Seller and in proper form for recording, conveying fee simple title to the Subject Premises to Purchaser, subject only to certain permitted exceptions set forth by Purchaser's title insurer.
  - 4.2 Seller's Affidavit and Other Information. Seller shall also deliver to Purchaser and Purchaser's title insurer an affidavit dated as of the Closing Date and duly executed

and sworn to by an authorized member of the Seller in such form as required by Purchaser's title insurer. Seller shall deliver to Purchaser such certificates and affidavits, dated as of the Closing Date, addressed to Purchaser and duly executed and sworn to by the Managing Member and/or Members of the Seller required under applicable provisions of the United States Internal Revenue Code and income tax regulations and applicable provisions of Georgia law and regulations to assure Purchaser that income and sales tax withholding is not required. If Seller fails to deliver such certificates and affidavits, then Purchaser shall have the option to withhold applicable federal and state income and sales taxes pursuant to applicable law and regulations. Seller shall execute and deliver any tax required form reporting the sale of the Property to the Internal Revenue Service.

4.3. Settlement Statement. A closing statement that accurately reflects the consummation of the transaction contemplated hereunder including without limitation each party's portion of taxes apportionable pursuant to this Contract.

4.4. Other Instruments. All other instruments and documents reasonably required to effectuate this Agreement.

5. Seller Covenant Regarding Access and Inspection; Delivery of Documents and Information by Seller; Examination by Purchaser.

Access; Inspection; Survey. Purchaser shall have until the closing to have full access during reasonable hours and under reasonable circumstances (including advance notification to Seller if possible) to the Subject Premises for the purposes of inspecting the Property including, but not limited to, the land itself, all improvements, zoning, engineering, contracts, leases, restrictions on use, environmental condition, expenses, appraised value, and conducting soil tests and making surveys, mechanical and engineering studies, environmental studies and audits and any other investigation and inspection that Purchaser may reasonably require to assess the condition and value of the Property; provided, however, that such activities by or on behalf of Purchaser shall not materially damage the Property; and provided further that Purchaser shall indemnify and hold Seller harmless from and against any and all claims for injury to person or damage to property directly or indirectly resulting from the activities of Purchaser or Purchaser's agents or designees on the Subject Premises.

6. Representations of Seller Regarding Title. Seller shall convey "good and marketable, fee simple title" to the subject premises to Purchaser. As used in this Agreement, "good and marketable, fee simple title" shall mean fee simple ownership that is free of all claims, liens and encumbrances of any kind or nature whatsoever, other than those permitted exceptions listed on the title commitment issued to Purchaser; and insurable by a title insurance company at then current standard rates. Purchaser shall have until the end of the Inspection Period in which to examine title to the subject premises and in which to give Seller written notice of any objections. All matters disclosed on Purchaser's examination of title and not objected to shall be "Permitted Exceptions". Thereafter, Purchaser shall have until the Closing Date in which to reexamine title to the Property

and in which to give Seller written notice of any additional objections that first appear of record after the effective date of Purchaser's previous examination disclosed by such reexamination. Seller shall have the right, but not the obligation, until the Closing Date in which to satisfy all objections specified in Purchaser's initial notice of title objections and in any subsequent notice by Purchaser of title objections (hereinafter referred to as the "Title Cure Period"). If Seller fails to cure such title objections within the Title Cure Period, then, at the option of Purchaser, evidenced by written notice to Seller given on or before the Closing Date, Purchaser may: (a) elect to terminate this Agreement; (b) elect to extend the Closing Date for a period of up to thirty (30) days to allow Seller further time to cure such title objections; (c) elect to close the transaction contemplated hereby and receive the instruments required herein from Seller, irrespective of such title objections and without reduction of the Purchase Price, except that encumbrances affecting the Property that are recorded deeds to secure debt or unappealed judgment liens against the Property may be paid by Purchaser at Closing out of the Purchase Price; or (d) if, but only if, (i) any objection is based upon a deed to secure debt created or assumed by Seller or judgment directly against Seller, or (ii) any objection directly against Seller arises or first appears of record subsequent to the Agreement Date, exercise such rights and remedies for indemnification as is provided for or allowed by this Agreement. If Purchaser elects to extend the Closing Date as permitted by (b) above, and on the extended Closing Date, Seller has still not cured such title objections, Purchaser shall have the further right to elect (a), (c) or (d) above. The Closing Date shall be adjourned as necessary to comply with this Paragraph.

7. Closing Costs. Except as otherwise provided herein, each party will pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby including, without limitation, all of their respective consulting, accounting, legal and appraisal fees. Seller, in addition to its other expenses, shall pay at the Closing (i) the State of Georgia Transfer Tax due with respect to the Deed by which the Property is conveyed to Purchaser and any other transfer or conveyancing taxes; and (ii) all recording charges incident to removing any liens or encumbrances.
8. Apportionment of Taxes and Utilities. All state and county ad valorem taxes, real estate taxes, annual special charges, assessments and other municipal charges (e.g., street lighting, sewer, garbage collection, etc.) affecting or relating to the Property shall be prorated on a per diem basis as of the date of the Closing. With regard to utilities, final meter readings will be made as of the date of the Closing, and the Seller shall be responsible for payment of all utility charges for the period preceding the day of the Closing. If any real estate taxes, charges or assessments have not been finally assessed as of the date of the Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at the Closing based upon the most recently issued bills.
9. Casualty Loss. In the event that any portion of the Property shall be damaged or destroyed by fire or other casualty after the Agreement Date and before the Closing Date, Purchaser may, at its option, either (a) terminate this Contract with written notice thereof to Seller, or (b) proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall deliver to Purchaser at the Closing, or as soon as



available, any insurance proceeds actually received by Seller attributable to the Property from such casualty, shall assign to Purchaser any right it may have to receive insurance proceeds attributable to the Property from such casualty, and there shall be no reduction in the Purchase Price; provided, however, in the event that the insurance proceeds attributable to the Property from such casualty cover less than 80% of the replacement cost (and Purchaser elects not to exercise its option to terminate this Contract), Seller agrees to negotiate in good faith with Purchaser regarding a reduction in the Purchase Price.

10. Condemnation. To the best of the Seller's knowledge, there are no pending or contemplated condemnations, eminent domain or similar proceeding with respect to all or any portion of the Property. In the event that any portion of the Property shall be taken for condemnation or under the right of eminent domain before the Closing Date, Purchaser may, at its option, either (a) terminate this Contract by delivering written notice thereof to Seller, or (b) proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall deliver to Purchaser at the Closing, or as soon as available, any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding, shall assign to Purchaser any right it may have to receive proceeds attributable to the Property from such condemnation or eminent domain proceeding, and there shall be no reduction in the Purchase Price.
11. Condition of Premises. Seller hereby warrants that as of closing, all equipment and fixtures shall be in proper working condition.
12. Additional Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants, covenants and agrees to and with Purchaser as follows:
  - 12.1. Ownership of Assets. At the date of this Agreement, Seller is the owner of and has good and marketable title to the Property including water and mineral rights. Seller has the full legal right, power and authority to sell, assign and transfer to Purchaser, and upon Closing will have the full legal right, power and authority to deliver the Property to Purchaser free and clear of all liens, charges or other encumbrances of any nature.
  - 12.2. Governmental Consents. No consent or approval by any Governmental Entity is required in connection with the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby.
  - 12.3. Compliance with Laws. Seller is not in violation of any applicable zoning regulation, ordinance or other law, order, regulation, restriction or requirement relating to its operations or property.
  - 12.4. Tax Returns and Liabilities. As may affect or relate to the Property, all tax returns for all Taxes of any kind that are due to have been filed in accordance with any applicable law have been duly filed, all Taxes shown to be due on such returns have been paid in full, and the amounts so paid are adequate to pay county, state and federal income

taxes, franchise taxes, personal property taxes, intangibles taxes and all other taxes of any kind applicable to the Property, including interest and penalties related thereto. Seller agrees to promptly provide sufficient documentation of same to Purchaser.

12.5. Environmental Disclosure. (i) Seller warrants that there are no violations of any federal, state or local law, ordinance, or regulation affecting Seller or the Property; (ii) Seller has received no notice of any pending, threatened or contemplated action by any entity or governmental authority having the power of condemnation which might result in all or any portion of the Property or any interest therein being taken by condemnation or conveyed in lieu thereof; (iii) there is no tenant, lessee or other occupant of the Property having any right or claim of possession or use of the Property than those disclosed to Purchaser during the Inspection Period; (iv) the Property has not been used for (a) landfill, dumping or other waste disposal activities or operations, or (b) a burial site or pit for stumps, organic material or construction debris; (v) storage tanks or similar vessels or associated piping or lines, either above or below ground, septic tanks or fields, sumps or wells located at, on, in or under the Property were installed and have been maintained in compliance with all applicable laws, (vi) there are no wetlands (designated or defined as such under the Clean Water Act or by the U.S. Army Corps of Engineers) on or about the Property and no portion of the Property lies within any flood hazard area or flood plain as designated by any governmental or quasi-governmental agency; and (vii) no Hazardous Substances are located at, on, in, under, about or adjacent to the Property except those held, stored, and used in compliance with all applicable Hazardous Material Laws. "Hazardous Materials" means petroleum, petroleum products (including gasoline, diesel, motor fuel, crude oil or any crude oil fraction), petroleum hydrocarbons, polychlorinated biphenyl or PCBs, asbestos, pesticides, herbicides, explosive materials, containers, tanks, vessels, pipes or lines now or formerly used for storing or transporting any of the foregoing and any other substance identified, defined, classified or regulated as a hazardous substance or waste in or pursuant to any federal, state or local law, ordinance, or regulation which pertains to health, safety, any Hazardous Material or the environment ("Environmental Laws") or generally any substance or other material, the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any federal, state or local agency.

12.6. Litigation. To the best of the Seller's knowledge, there is no action, suit or proceeding pending or threatened against or affecting the Property, or arising out of the Seller's ownership, management or operation of the Property, this Agreement or the transactions contemplated hereby.

12.7. Disclosure. All information provided by Seller is true and correct in all material aspects and fairly depicts the value and condition of the Property. Neither any representation or warranty by the Seller set forth in this Agreement, nor any certificate, statement, writing or document furnished or to be furnished by or on behalf of the Seller pursuant to this Agreement, nor any document or certificate delivered to Purchaser pursuant to this Agreement, or in connection with the actions contemplated hereby, contains or will contain at the time delivered any untrue statement of material fact or omits or will omit at the time delivered a material fact necessary to make the statements

contained therein not misleading. The Seller hereby agrees to defend and to indemnify the Purchaser and to hold Purchaser wholly harmless from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs) and expenses (including, without limitation, reasonable attorneys' fees actually incurred) that Purchaser incurs as a result of, or with respect to, any inaccuracy in or breach of any representation, warranty, covenant or agreement by Seller contained in this Agreement.

13. Notices. Any notice or communication required or permitted hereunder shall be in writing and shall be sent either by: (a) personal delivery; (b) United States Mail, postage prepaid, certified mail, return receipt requested; or (c) commercial overnight delivery service with charges prepaid by shipper, at the address set forth below, or at such other address as Purchaser or Seller may have designated by notice to the others given as provided above. Any notice or communication sent as above provided shall be deemed given or delivered: (a) upon receipt if personally delivered or by commercial overnight delivery (provided that such delivery is confirmed by the courier or delivery service); or (b) if sent by United States Mail, on the date appearing on the return receipt therefor, or if there is no date on such return receipt, the date of receipt shall be presumed to be the postmark date appearing on such return receipt. Any notice or communication required or permitted hereunder shall be addressed as provided on the signature page.

14. Conditions Precedent to Purchaser's Obligation to Close. All of Purchaser's obligations hereunder are expressly conditioned on the satisfaction at or before the Closing, or at or before such earlier time as may be expressly stated herein, each of the following conditions (any one or more of which may be waived in writing in whole or in part by Purchaser at Purchaser's option):

14.1. Performance. The Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on or prior to the Closing.

14.2. Condition of Property. The Property shall be delivered to Purchaser at the Closing in the same condition as it is on the date of this Agreement, reasonable wear and tear excepted.

In the event the Closing does not occur because of the failure to satisfy any of the foregoing conditions in this Section, Purchaser shall have no further obligations hereunder except for the indemnification provisions of Section 5.

15. Property sold subject to due diligence period. For and in consideration of the additional payment of Ten dollars (\$10.00) by the Purchaser to the Seller, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants Purchaser the option of terminating this agreement for any reason for a twenty-one day period from the Agreement Date. This agreement shall constitute an option contract until the due diligence period has ended without Purchaser terminating this agreement. During the due diligence period, the Purchaser may conduct, at Purchaser's sole expense, whatever evaluations, inspections, appraisals, examinations, surveys, reviews, and testing, if any,

Purchaser deems appropriate to determine whether Purchaser's option to terminate this agreement should be exercised. During the due diligence period, Purchaser may propose an amendment to this agreement to address any concerns of Purchaser with the property. If the Purchaser decides to exercise the Purchaser's option to terminate this agreement, then Purchaser must give notice of the termination to Seller before the end of the due diligence period. If Purchaser fails to give such notice in a timely manner, then the due diligence period shall terminate, and Purchaser shall be deemed to accepted the property "as is". The expiration of the due diligence period shall not terminate any other contingencies to which this agreement may be subject.

16. Return and disbursement of earnest money. Purchaser shall be entitled to the earnest money if the parties fail to enter into a binding agreement; upon the failure of any contingency or condition to which this agreement is subject; if this agreement is terminated due to the default of the Seller; or if this agreement is terminated in accordance with a specific right to terminate as set forth herein. Otherwise, the earnest money shall be applied toward the purchase price of the property at closing or if other funds are used to pay the purchase price, then the earnest money shall be returned to the Purchaser.

The Holder shall disburse the earnest money upon the closing of the property; a subsequent written agreement of Seller and Purchaser; an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or the failure of the parties to enter into a binding agreement.

If a dispute arises regarding the earnest money and the parties cannot resolve the dispute after a reasonable period of time and if the Holder has a bona fide questions as to which party is entitled to earnest money, then the Holder may interplead the earnest money into a court of competent jurisdiction. The Holder shall be reimbursed for and may deduct from any funds interpleaded, the cost and expenses, including reasonable attorney fees actually incurred. The prevailing party in the interpleader lawsuit shall be entitled to collect attorney fees and court costs and the amount deducted by the Holder to Holder's cost and expenses from the non-prevailing party. All parties hereby agree to indemnify and hold the Holder harmless from and against all claims, causes of actions, suits, and damages arising out of or related to the performance by Holder of the Holder's duties. All parties further covenant and agree not to sue Holder for damages relating to any decisions of Holder to disburse earnest money in accordance with the requirements of this agreement.

17. Appraisal contingency. The Purchaser shall have the right within sixty days from the date of this agreement to reduce the sales price of the property to a price not less than the appraisal price by submitting an amendment to reduce sales price to the Seller along with a complete copy of the appraisal that is for less than the purchase price. If the Purchaser does not submit an amendment to reduce sales price within the time frame referenced herein, then Purchaser shall be deemed to have waived Purchaser's right to request a reduction in the sales price, and this agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the amendment to reduce sales price shall continue through the earlier of (1) three days from

the date that the amendment to reduce sales price is delivered to Seller or (2) the time of closing. If the Seller timely accepts the amendment to reduce sales price, then the Purchaser shall be obligated to purchase the property in accordance with this agreement as amended. If Seller does not accept amendment to reduce sales price, then Purchaser may terminate this agreement without penalty upon notice to the Seller. The appraisal shall be a certified appraisal of the property as defined in O.C.G.A. § 43-39A-2 performed or signed off by a licensed or certified appraiser as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser Board and shall include a statement that the appraiser performed an independent appraisal assignment as defined by O.C.G.A. § 43-39A-2(19) with respect to the property. The appraiser shall be selected by the Purchaser, and all parties agree that the appraiser shall only perform a single certified appraisal of the property.

18. Miscellaneous.

18.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings and agreements heretofore between these parties are merged herein and superseded hereby.

18.2 No Oral Modifications. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Purchaser and Seller.

18.3 Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns and the legal representatives of their estates, as the case may apply.

18.4 Delivery of Possession. Possession of the Property shall be granted to Purchaser no later than Closing.

18.5 Calculation of Time. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regular Business Day.

18.6 Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

18.7 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement nor the intent of any provision hereof.

18.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia.

18.9 Agreement Date. The "Agreement Date" means the last date upon which this Agreement was executed and accepted by Purchaser or Seller, as the case may be.

18.10 Legal Advice. Each party has received independent legal advice from its attorneys with respect to the terms and conditions of this Agreement. This Agreement shall be construed in accordance with its meaning and not for or against any party based upon attribution to such party as the source of the language in question.

18.11 Effectiveness of Negotiations; This Agreement. Neither the existence of any negotiations or other discussions concerning this Agreement and the transactions contemplated by it, whether past, present or future, nor anything in or concerning any such discussions, including, without limitation, any draft agreements or other documents, shall bind any party in any way unless and until such discussions are subsequently memorialized in a formal written agreement duly executed and delivered by all parties to such agreement. Neither such discussions nor any such draft documents shall be used at any time for any purpose whatsoever in any pending or future litigation. All such negotiations and other discussions are confidential.

18.12 Third-Party Beneficiaries. This Agreement is intended to establish various rights between the parties to this Agreement, and no "third-party" or other person shall be entitled to any rights or benefits from this Agreement or to rely on this Agreement in any way.

18.13 Assignment. Purchaser shall not assign its right, duties or obligations under this Contract without the prior written consent of Seller, which approval shall be at the sole discretion of Seller. Notwithstanding the foregoing, Purchaser shall have the right with or without Seller's consent to assign this Contract to an entity which is affiliated with the Purchaser. Any such assignee shall assume all duties and obligations of Purchaser pursuant to this Contract; provided, however, that any such assignment of Purchaser's interest in this Contract shall not relieve the original Purchaser of any duties, obligations or liabilities hereunder.

18.14 Attorneys Fees and Costs. In the event of a breach of any term of this Agreement whereby the party not in breach employs an attorney to protect or enforce its rights hereunder and prevails, than the breaching party agrees to pay the other party's costs and expenses including reasonable attorney's fees, actually incurred.

19. Certain Definitions. The following terms used in this Agreement shall have the following meanings:

19.1 "Business Day" shall mean any day that normal business operations are conducted specifically excluding Saturday or Sunday or any nationally recognized holiday.

19.2 "Governmental Entity" means any federal, state or local or foreign government, any political subdivision thereof or any court, administrative or regulatory agency,

department, instrumentality, body or commission or other governmental authority or agency, domestic or foreign.

19.3 "Taxes" means all taxes, assessments, charges, duties, fees, levies and other governmental charges, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which the Seller or the Property may have any liability imposed by any Governmental Entity, whether disputed or not, and any charges, interest or penalties imposed by any Governmental Entity.

- 20. Counterparts-Electronic Signature: This agreement may be executed in counterparts, all of which taken together shall constitute one agreement, and any party may execute this agreement by signing any such counterpart. Facsimile and/or electronic signatures on this document are acceptable and shall have the same force and binding effect as original signatures.

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals on the day and year indicated.

SELLER:

PURCHASER:

C&I SOLUTIONS II REO, LLC

DAWSON COUNTY, GA

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

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

By: Mike Berg

Mike Berg  
Chairman, Dawson County Board of Commissioners

Attest: Danielle Yarbrough

Danielle Yarbrough  
County Clerk

Address: 25 Justice Way, Dawsonville, GA 30534

Email: CountyClerk@dawsoncounty.org

Date executed by Seller:

Date executed by Purchaser:

\_\_\_\_\_

July 20, 2015

**EXHIBIT A**  
**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 365 of the south half of the 13<sup>th</sup> District, 1<sup>st</sup> Section, Dawson County, Georgia, and being a 6.42 acre tract as shown on that certain plat of survey by Michael L. Scupin, GRLS, dated July 1, 1982, and recorded in Plat Book 10, Page 359, of the Dawson County Records, which plat is incorporated herein by reference.