

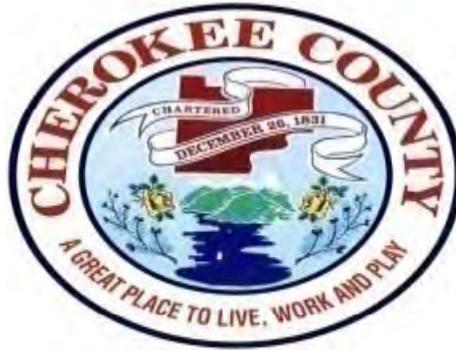


Cherokee County Board of Commissioners WORK SESSION AGENDA

December 17, 2013
3:00 p.m. | Cherokee Hall

1. Preliminary update on FY2013 financials by Janelle Funk.
2. Discussion on topics for Cherokee Delegation Meeting.
3. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners

FINANCIAL UPDATE PRELIMINARY FY2013

Presented by Janelle Funk

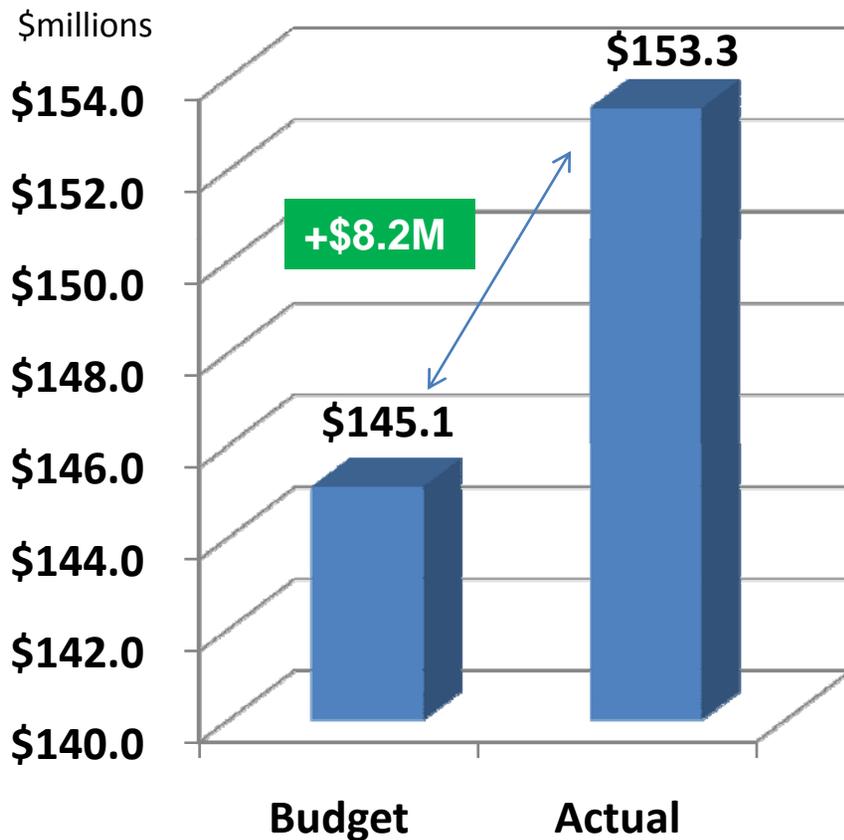
December 17, 2013



County-Wide Results Preliminary FY2013

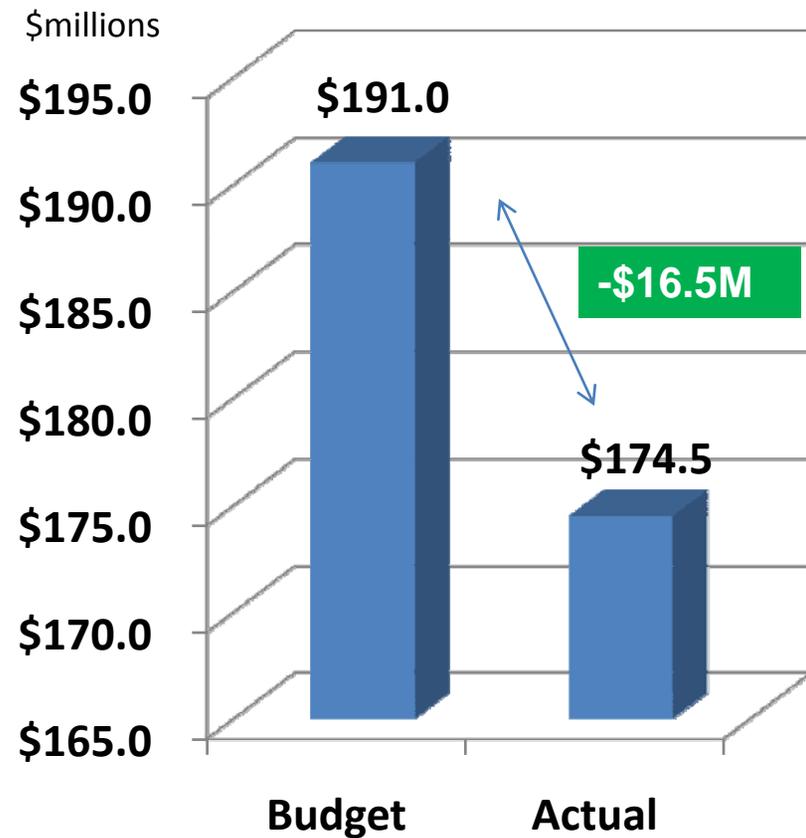
As of 12.09.2013

Recurring External Revenues



* Excludes ISFs, Transfers In from Other Funds, & Sale of Assets

Expenditures & Transfers



Bottom Line: Results are positive, but results must be reviewed *by fund, and by account* to understand our true financial position.



Overview of Funds – Focus on Results

Preliminary FY2013

32 FUNDS

17 Funds
Providing Day-to-
Day Operations

11 Significant
Funds > \$500k
General, Fire,
UnCS, E911

6 Smaller Funds
\$100k ~ \$300k
Victim/Witness,
Special Courts

8 Funds for Non-
Operational
Purposes

Revenues &
Expenditures
\$100k ~ \$300k

Law
Library, Sheriff's
Forfeitures, Jail,
Hotel/Motel

5 Funds
Managing Capital
Projects

Parks
Bond, Impact
Fees, SPLOST

Debt Service

2 Internal Service
Funds

Insurance &
Benefits
~ \$10M

Fleet ~ \$1.4M

Bottom Line: Unless an major issue exists in a smaller fund, this presentation will focus on the more significant dollar value funds.



Review of Revenues in Significant Operating Funds- Preliminary FY2013

As of 12.09.2013

Significant Operating Funds	Budgeted Revenue	Actual Revenue	Variance Better/ (Worse)
General Fund	\$54.4	\$60.1	\$5.7
E911	4.1	4.4	0.2
Senior Services	0.6	0.6	(0.0)
Parks & Recreation	3.0	3.1	0.1
Unincorp County Svc:	7.2	8.3	1.1
Transportation	1.2	0.7	(0.6)
Animal Shelter	0.8	0.8	0.0
Fire District	18.5	18.5	(0.0)
CDBG	1.4	0.5	(1.0)
EMS	6.4	7.0	0.6
RRDA	0.6	0.0	(0.6)
Total Operating	\$98.3	\$104.0	\$5.7

Variance Explanations By Fund

General: TAVT +\$3.7M, Mortgage Related Taxes +\$0.7M, Prior Year Property Tax Collections +\$0.4M, Court Fines +\$0.5M

UnCS: Insurance Premium Tax +\$0.6M, Building Permits +\$0.5M

Transportation: No impact to Operations – decrease only due to delay in delivery of replacement buses and avoidance of other capital purchases. Expenditures in this fund also below budget.

CDBG: Delays in projects, therefore reduced amount of reimbursement grant revenue. Expenditures in this fund also below budget.

EMS: Accounting requirement to treat SPLOST transfers as revenue +\$0.9M, ambulance fees -\$0.3M

RRDA: Did not find operator so did not achieve rental revenue income -\$0.6M



Review of Revenues in Capital Funds Preliminary FY2013

As of 12.09.2013

Total Operating	\$98.3	\$104.0	\$5.7
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Capital Funds	Budgeted Revenue	Actual Revenue	Variance Better/ (Worse)
Impact Fee	\$0.4	\$1.3	\$0.9
Parks Bond	0.0	0.8	0.8
SPLOST V & 2012	37.1	37.9	0.7
Debt Service	5.7	5.6	(\$0.0)
Total Capital	\$43.2	\$45.5	\$2.3

GRAND TOTAL - SIGNIFICANT FUNDS	\$8.0
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Variance Explanations By Fund

Impact Fee: New development in the County has lead to increased impact fees.

Parks Bond: Reimbursements from Cities must be recorded as Miscellaneous Revenue.

SPLOST:

- SPLOST tax collections exceeded budget by \$1.2M.
- This increase offset by lower receipts of Commerce Blvd reimbursements which will be received in 2014 (when the actual work was completed).

Total County-Wide Results
\$153.3 Actual v \$145.1M Budget = +\$8.2M
\$8.0M of variance reviewed



Why Did General Fund Revenues Vary So Much From Budget?

Slide presented by Dave Wills, ACCG at October 2013 GGFOA Conference:

Title Ad Valorem Tax TAVT

- May, 2013: appears 112 counties (71%) receiving more from TAVT than from year earlier collections on sales tax and ad valorem tax
- 45 (or 28%) getting less or the same
- Incomplete results for 2 counties



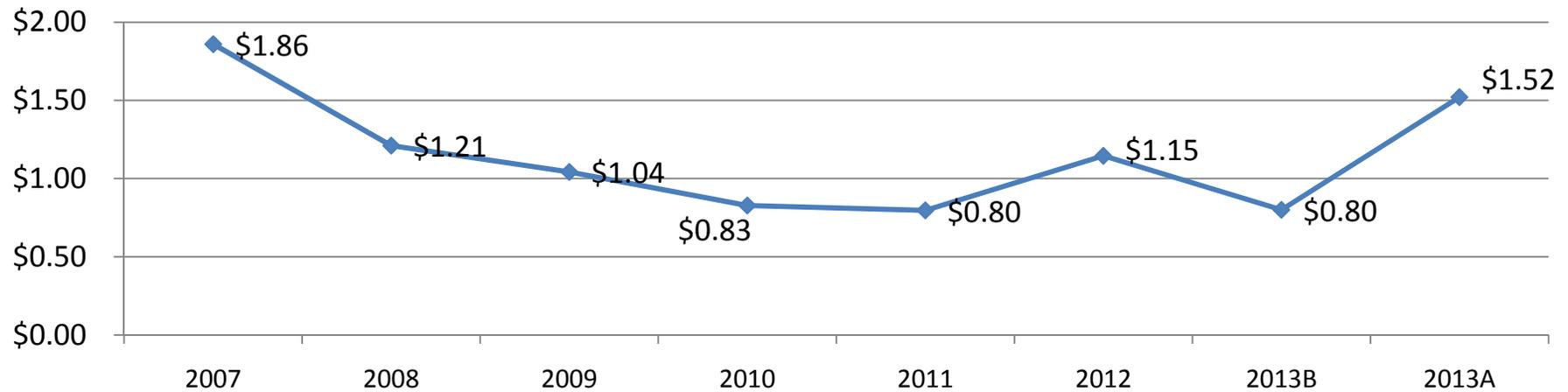
“To get a more precise indicator of the effect of TAVT we will have to look at several months worth of data...”



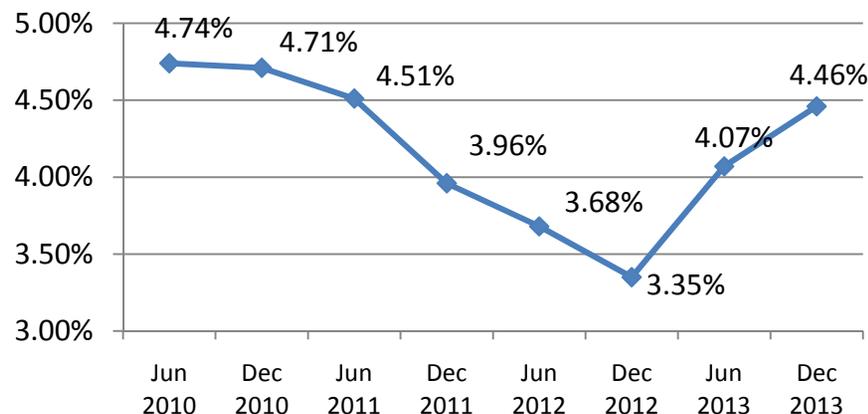
Why Did General Fund Revenues Vary So Much From Budget?

As of 12.09.2013

Mortgage Related Taxes + \$0.7M v Budget



30 Year Mortgage Rates



Source: www.freddiemac.com

CHEROKEE BUSINESS
JUNE 5, 2013
THE CHEROKEE LEDGER-NEWS 19

Sudden turnaround

Cherokee County real estate market sees drastic upward trend

BY CAROLYN MATHEWS
carolynm@ledgernews.com

The real estate industry in Cherokee County is like a bear waking up from a long winter — this spring it has emerged with a roar from complete hibernation and is awake and hungry.

"It is an absolutely crazy seller's market right now," said Associate Broker and Realtor Susan West of ERA Sunrises Realty, who is current president of the Cherokee Association of Realtors.

In Cherokee County, where the tax digest is dependent on residential growth because it greatly outweighs commercial growth, the real estate market reawakening is vital to the county's economy. Before the Great Recession, many in Cherokee were employed in some aspect of the real estate industry, from lumber supply to building and construction to legal services.

West said currently there is about 2.7 months of inventory in the First Multiple Listing Service (FMLS) listings for the area.

"We'd run out after that if no new homes were listed," she explained.

Average home values, she said, have risen in Cherokee over the past year, from April 2012 to April 2013, by 12 percent — the average home value has increased from \$158,000 to \$177,000, a \$19,000 change over the time period.

"Most contracts are for more than list price," West said, "especially distressed properties — 77 percent of multiple offers."

Ed Conrady, managing broker with Atlanta Communities Real Estate, said he doesn't feel like property values are up to the level they were at before the recession, but they are rising sharply.

"Investors have been buying up rentals and foreclosures and driving up prices," he said. "Plus, there hasn't been any homebuilding in five years, and the inventory has been absorbed. People were saying it would be 2020 before it was absorbed, but here we are, and it's 2013."

West said in the past year or so, investors from other states, representing national and international interests, have shown up on the courthouse steps at foreclosure sales on the first Tuesday of each month in Cherokee County.

"They have satchels full of cashier's checks," West said. Hurston said those investors have "gone in and renovated, putting in hardwoods and (updated) countertops, and now they are going back on the market," she said.

"I'd love to have tons of listings," Conrady said. "It's hard to find a good house for buyers right now." He said anyone who has wanted to sell their home in the past couple

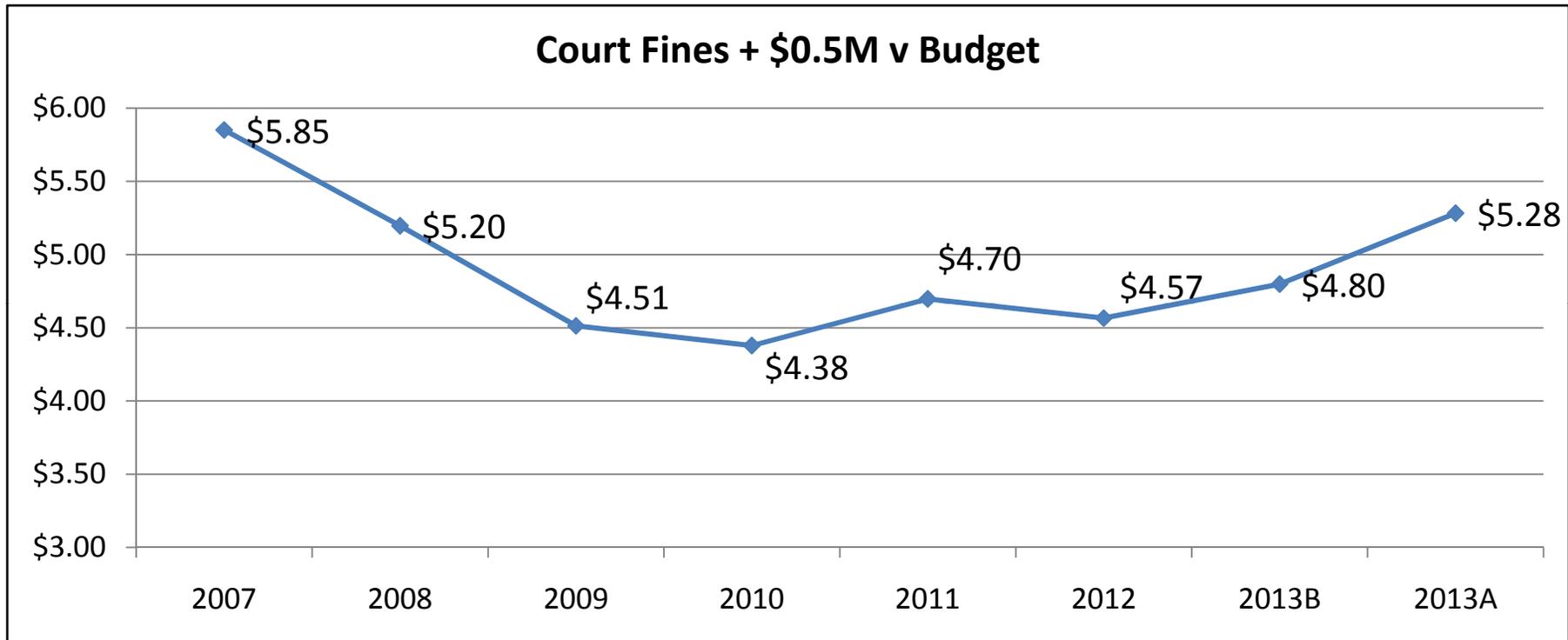
Cherokee Association of Realtors President Susan West and Keller Williams Premier Realtor Kris McKeeth tour an open house at a Woodstock property recently with a prospective buyer, Jason Scheidt, of Smyrna.

CAROLYN MATHEWS/LEADER-NEWS
Betsy Hutson, owner of Hutson Realty in Canton, agreed.



Why Did General Fund Revenues Vary So Much From Budget?

As of 12.09.2013



“Court fines are intended to encourage law-abiding behavior, not serve as a revenue generator. Therefore, court fines will vary year-to-year depending on the number and nature of court cases.”

Also working with Judicial Services to validate increase in case volume.



Review of Expenditures in Significant Operating Funds- Preliminary FY2013

As of 12.09.2013

Significant Operating Funds	Budgeted Expenditures & Transfers	Actual Expenditures & Transfers	Variance Better/ (Worse)
General Fund	\$56.5	\$56.9	(\$0.3)
E911	4.3	4.1	0.2
Senior Services	1.1	1.1	(0.0)
Parks & Recreation	3.7	3.5	0.2
Unincorp County Srvc	6.5	6.1	0.4
Transportation	1.5	0.9	0.6
Animal Shelter	1.0	0.9	0.0
Fire District	17.8	16.9	0.9
CDBG	1.4	0.5	0.9
EMS	7.0	7.0	(0.1)
RRDA	1.2	1.3	(0.1)
Total	\$102.0	\$99.2	\$2.9

Variance Explanations By Fund

General: Forensic Audit \$450k, Increased Transfer to RRDA Fund \$700k, Other Departments -\$0.9M

Transportation: No impact to Operations – decrease only due to delay in delivery of replacement buses and avoidance of other capital purchases. Revenues in this fund also below budget.

Fire: Personnel -\$0.3M, Maintenance/Repairs - \$0.3M, Workers Comp - \$0.1M

CDBG: Delays in projects, therefore reduced amount of spending. Revenues in this fund also below budget.

EMS: Cash operating expenses under-budget. However, Bad Debt expense higher due to recent lower collection rate.

RRDA: The budget only included debt service; however, actual expenditures included legal fees and utilities.



Review of Expenditures in Capital Funds Preliminary FY2013

As of 12.09.2013

Total Operating	\$102.0	\$99.2	\$2.9
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Capital Funds	Budgeted Expenditures & Transfers	Actual Expenditures & Transfers	Variance Better/ (Worse)
Impact Fee	\$0.8	\$0.1	\$0.7
Parks Bond	18.7	15.1	3.5
SPLOST V & 2012	41.4	32.1	9.3
Debt Service	12.9	12.9	(0.0)
Total Capital	\$73.9	\$60.3	\$13.6

Variance Explanations By Fund

All variances in the Capital funds are related to project timing.

These funds will rollover to future years for completion, so are not true savings.

GRAND TOTAL - SIGNIFICANT FUNDS	\$16.4
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Total County-Wide Results
\$174.5 Actual v \$191M Budget = -\$16.5M
\$16.4M of variance reviewed



Expenditure Variances with Permanent Impact Preliminary FY2013

As of 12.09.2013

Significant Operating Funds	Budgeted Expenditures & Transfers	Actual Expenditures & Transfers	Variance Better/ (Worse)
General Fund	\$56.5	\$56.8	(\$0.3)
E911	4.3	4.1	0.2
Senior Services	1.1	1.1	(0.0)
Parks & Recreation	3.7	3.5	0.2
Unincorp County Sr	6.5	6.1	0.4
Transportation			
Animal Shelter	1.0	0.9	0.0
Fire District	17.8	16.9	0.9
CDBG			
EMS	7.0	7.0	(0.1)
RRDA	1.2	1.3	(0.1)
Total	\$99.1	\$97.8	\$1.3

Capital Funds	Budgeted Expenditures & Transfers	Actual Expenditures & Transfers	Variance Better/ (Worse)
Impact Fee			
Parks Bond			
SPLOST V & 2012			
Debt Service	12.9	12.9	(0.0)
Total	\$12.9	\$12.9	(\$0.0)

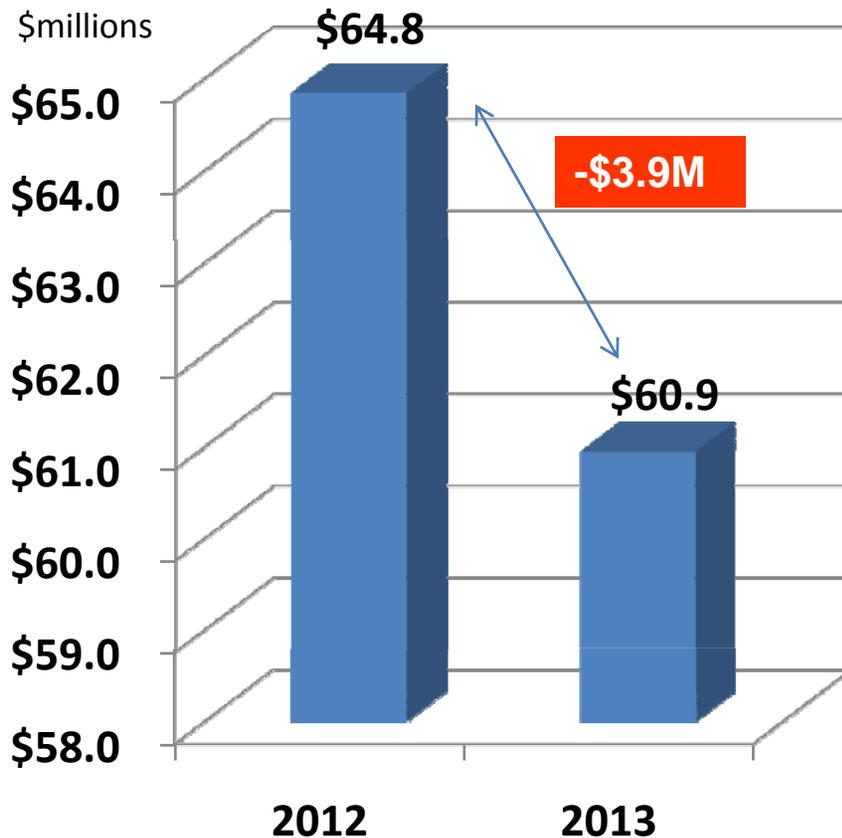
GRAND TOTAL - SIGNIFICANT FUNDS **\$1.3**

Bottom Line: When reviewing the significant funds with permanent variances, expenditure results are still positive, but not as optimistic as actual reported results.



County-Wide Results - Cash Preliminary FY2013

Cash Balances



Significant Operating Funds	2012 Cash Balance	2013 Cash Balance	Variance Better/ (Worse)
General Fund	\$6.3	\$11.7	\$5.4
E911	0.9	0.9	(0.0)
Senior Services	0.0	0.0	(0.0)
Parks & Recreation	0.1	0.5	0.4
Unincorp County Srvc	(4.2)	(2.0)	2.1
Transportation	(0.1)	(0.1)	0.1
Animal Shelter	(0.0)	0.0	0.0
Fire District	3.7	5.8	2.0
CDBG	(0.1)	(0.1)	0.0
EMS	(0.2)	(0.1)	0.1
RRDA	(0.0)	0.0	0.0
Ins & Benefits Fund	2.5	2.7	0.2
Total	\$9.0	\$19.4	\$10.4

Capital Funds	2012 Cash Balance	2013 Cash Balance	Variance Better/ (Worse)
Impact Fee	\$4.0	\$5.2	\$1.2
Parks Bond	27.1	12.3	(14.8)
SPLOST V & 2012	14.8	21.3	6.5
Debt Service	7.9	0.7	(\$7.2)
Total	\$53.9	\$39.5	(\$14.4)

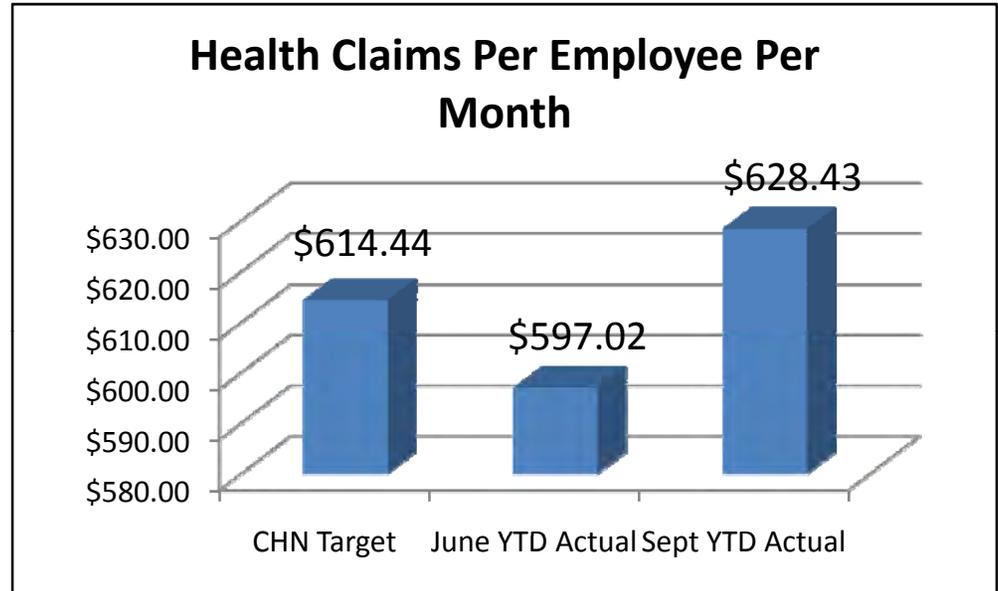
GRAND TOTAL	\$62.9	\$58.9	(\$4.0)
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Bottom Line: While Total Cash has decreased from 2012 to 2013, the main drivers of the decrease are related to capital spending, which is expected. Operating cash actually increased.

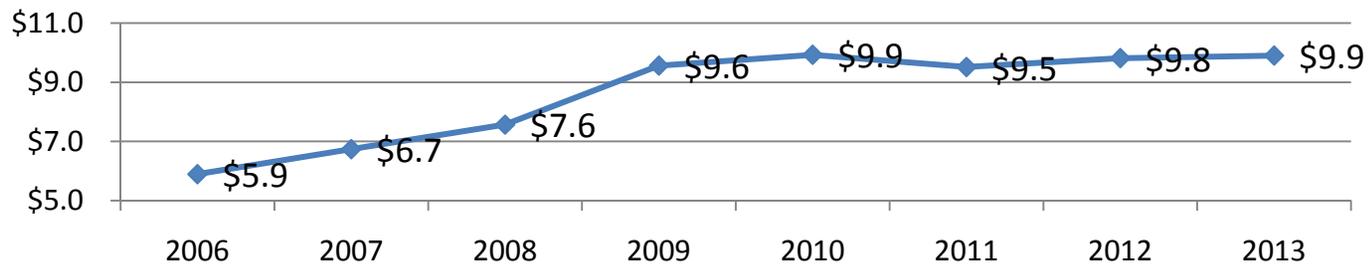


Insurance & Benefits Fund Preliminary FY2013

	2013 Budgeted Expenditures	2013 Actual Expenditures	Variance Better/ (Worse)
Insurance & Benefits Fund			
Net Healthcare Claims	\$7.2	\$7.2	\$0.0
Dental Claims	0.6	0.6	0.0
TPA/Broker/Support	1.1	1.1	(0.0)
CHN	0.3	0.3	(0.0)
LTD/STD/LI	0.7	0.7	0.0
Total	\$9.9	\$9.9	\$0.1



Fund Expenses



Bottom Line: While the CHN Wellness Program was not renewed due to performance, the Fund still achieved its Budget since savings from this program were not assumed in the Budget.

Chairman
L. B. Ahrens, Jr.

Western District
Karen Bosch
Jason A. Nelms



Eastern District
Jim Hubbard
Harry B. Johnston

County Manager
Jerry W. Cooper

CHEROKEE COUNTY BOARD OF COMMISSIONERS

1130 Bluffs Parkway • Canton, Georgia 30114
678-493-6000 • Fax 678-493-6013
www.cherokeega.com

2012 MEETING WITH CHEROKEE STATE DELEGATION – Thurs, 05 Dec 2012 @ 2:30 pm

INTRODUCTION: with several new members of the Cherokee Delegation, we have included a couple of background documents for future reference. We will only discuss very briefly

- a. Mission Statement (attached)
- b. 'USP's – Unique Selling Points (attached)
- c. Organization Chart - (attached)
- d. Guiding Principles – pretty straightforward
 - i. Fiscal Integrity
 - ii. Economic Development
 - iii. Quality Growth
 - iv. Environmental Stewardship

TOPICS FOR DISCUSSION:

1. Resource Recovery Development Authority (RRDA) – enabling legislation
Attached is cut/paste of relevant Georgia Code regarding development authorities. In particular item #3, OCGA 48-5-220-(20), which allows counties/cities to levy ad valorem taxes for certain purposes.

We request that this section of Georgia Code be eliminated or modified so that no jurisdiction can levy ad valorem taxes to guarantee debt for a private industry initiative. We have made the same request to the Attorney General.

2. Unfunded Mandates – County Manager will have updated impact levels. This topic has been on annual agenda for several years, and it is again
3. Economic Development Incentives - the State is non-competitive with regard to meaningful incentives to attract new businesses and/or expand existing. Cherokee lost an important German company last year due to inflexible and insufficient State-level support.

We also need some local options to create ‘closing fund’.

4. Certificates of Need (CON) – this archaic and anti-competitive legislation is a real impediment to certain growth opportunities. Rep Jerguson helped Commissioner Bosch regarding one opportunity, but we basically scared them away.

The 55+ population will skyrocket in the next 20-30 years... basically quadruple from a base [a few years ago of 30,000 to over 100,000.

5. HOST – II

What might be on the horizon regarding major tax revisions ? Changes to enabling legislation regarding HOST could help improve future chances of passing by the voters.

6. FINANCIAL IMPACT OF STATE HIGHWAY CONSTRUCTION PROJECTS:

The current project on GA 20 – which will likely not complete until mid-2013 is having a major negative financial impact on businesses along that corridor. Is there any way short of negotiation with GDOT to mitigate certain level of impact ? we do not have the answer nor the metrics, but we will likely see a couple close before the project is complete.

Amended



Cherokee County Board of Commissioners

AGENDA

December 17, 2013
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Add item under Commissioner Poole's Section: Discussion on Aquatic Center issue/Cherokee Falls Residents.
2. Add item 2.2 under County Manager: Consideration of Intergovernmental Agreement (IGA) between Cherokee County and Georgia Public Safety Training Center for joint use of the Law Enforcement Training Center and Shoot House.
3. Add item 2.3 under County Manager: Consider approval to purchase vehicles for the Marshal's Office.

4. Add item 2.4 under County Manager: Approval of purchase agreement for property located on Valley Street in Ball Ground.
5. Add item 2.5 under County Manager: Approval of purchase and sale agreement with Rooker Properties for property located on Highway 92.

ANNOUNCEMENTS

1. Delegation Town Hall meeting from 6:00 p.m. to 7:00 p.m. at the Bluffs, Cherokee Hall.
2. Special election for House District 22, Tuesday, January 7, 2014.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM DECEMBER 3, 2013.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Appointment to Region 1 EMS Board to fill the position of Billy Hayes whose term expires on January 23, 2014.

- B. Resolution regarding re-routing truck traffic.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

- A. Acceptance of Ruff White Road in as-is condition for County Maintenance; 0.29 miles.

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

- A. Amendment: Discussion on Aquatic Center issue and Falls of Cherokee residents.

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

COUNTY MANAGER

- 2.1 Consider awarding the County's Standard Professional Services Agreement to Power & Energy Services, Inc. for the annual service and maintenance of the County generators in an annual amount not to exceed \$31,945.00.

- 2.2 Amendment: Consideration of Intergovernmental Agreement (IGA) and Resolution between Cherokee County and Georgia Public Safety Training Center for joint use of the Law Enforcement Training Center and Shoot House.
- 2.3 Amendment: Consider approval to purchase the following vehicles for the Marshal's Office out of SPLOST 2012 monies: three (3) equipped Ford Interceptors, two (2) Ford F-150 XLT's and ancillary equipment, bed units and decal work at a cost not to exceed \$144,000.00
- 2.4 Amendment: Approval of Purchase Agreement, as reviewed and approved by the County Attorney, for the acquisition of a 2-acre parcel located on Valley Street in Ball Ground for the price of \$67,000.00 (\$33,500 per acre), contingent upon satisfactory completion of due diligence.
- 2.5 Amendment: Approve a Purchase and Sale Agreement between Cherokee County and Rooker Properties for the sale of a 39-acre parcel owned by Cherokee County located on Highway 92 for \$2,150,000.00 to accommodate a future business park.

COUNTY ATTORNEY

- 3.1 Annexation/rezoning notice received from the City of Canton for property located at Old Doss Road and Cumming Highway.

ADJOURN



Cherokee County Board of Commissioners WORK SESSION MINUTES

December 3, 2013

3:00 p.m. | Cherokee Hall

The Chairman began at 3:11 p.m. with all Commissioners present, except Commissioner Nelms who was unable to attend due to a business meeting.

The Chairman asked Commissioner Johnston to give an overview of the Town Hall meeting he held the previous evening. Commissioner Johnston shared that it was good to hear both sides. He feels there needs to be more positive incentives for someone who is willing to preserve a historic building and meet the demands of the County. Mr. Jeff Watkins mentioned Cobb County has a tax abatement program in place and he is looking into the different incentives we could provide. He added there is a long list of available funding from various groups but they want to be sure the local government is committed to historic preservation. Commissioner Johnston asked if adopting the resolution would show that the commitment they were looking for. Mr. Watkins replied that it was. The funds come in forms of grants and low interest loans and even forgivable loans. Commissioner Johnston stated it would be good to research the possible use of ad valorem as an incentive.

1. Discussion on Alcohol Beverages Ordinance Revision.

Ms. Davis began by referencing email discussion pointing out the items previously addressed that were either added or taken away. She mentioned the main point of discussion was determining the type of measurement of distance. Ms. Davis said State law says the measurement is the most direct route traveled on the ground. She added that the law was somewhat vague in description as to the means of travel on the ground. Ms. Davis stated that since there is a State law on this type of ordinance there is a preemption issue and they need to follow state law but they can be more stringent. Under State law the general distance requirement is 100 yards. The County applies a minimum of 300 feet but most distances are 600 feet. Ms. Davis suggested they could set up a scheme that would be less of a regulation imposed by State law. She

recommends sticking with State law but signifying the mode of travel as a way to measure. Discussion ensued on the best way to address the most direct route of travel on the ground as close to "as the crow flies" as possible and the issue of fences defeating the ordinance.

Commissioner Johnston referred to "consumption on premises lounge" versus "consumption on premises restaurant". He added that since lounges are not allowed to be built in unincorporated portions of the County that possibly that part of the language can be removed. Ms. Davis said she would check to be sure that would be allowed before they adopt the amendment. Another suggestion was to leave it in for possible future scenarios.

Chief Collett asked if there would be a problem mirroring State law. Ms. Davis said they could if they choose to do so. Commissioner Johnston asked if the State law was clear in respect to schools. Ms. Davis read that it included the building and grounds of a school, but does not include grounds for churches. Mr. Cooper stated that he and staff would research the ordinance and work on a draft.

2. Discussion of Regular Agenda Items.

Public Hearings

- The Cherokee County Board of Commissioners hold a Public Hearing on December 3, 2013 to consider the full waiver of the one condition of zoning attached to the **1990 Rezone Case Number 90-07-101 Carole Crenshaw**.

Ms. Taylor-Lee provided an overview of the property located at 6615 Hickory Flat Highway which was zoned for use as a daycare/preschool only which shut down. She stated a dentist purchased the property and renovated it to use for an office which is consistent with the land use for that area. Signage was applied for and it was learned that this condition existed. She asked for consideration to remove the condition so the dentist can proceed with opening the office. Ms. Taylor-Lee stated it was posted and advertised.

The Chairman went over items under the **Chairman's** portion:

- Consider resolution asking Facebook to protect our teenagers from predators and abuses of privacy.
- CCWSA (Cherokee County Waters and Sewerage Authority) earned Tops in State award of large water systems for "Public Education".

There were no items to consider under the **Consent Agenda** portion.

Mr. Cooper went over items under the **County Manager's** portion:

- Consider acceptance of lease agreement to use Cherokee Charter Academy gymnasium facility for CYB (Cherokee Youth Basketball) practices and games for the 2013-2016 seasons.
- Consider acceptance of lease agreement to use Chris G. Hite Memorial Community Center gymnasium facility for CYB (Cherokee Youth Basketball) practices and games for the 2013-2016 seasons.
- Consideration of a request from the Cherokee County School System to execute a quit-claim deed that adds a portion of Parkbrooke Drive to County maintenance, approximately 275 feet in length.
- Amendment: Consider final acceptance of all public right-of-way, roadways, and appurtenant drainage structures in the Cherokee 75 Corporate Park.
- Amendment: Consider approval of Intergovernmental Agreement (IGA) with City of Woodstock Downtown Development Authority for use of CATS trolley for the month of December 2013.

Ms. Davis went over items under the **County Attorney's** portion:

- The Cherokee County Board of Commissioners held a Public Hearing on November 19, 2013 at 6:00 p.m. to consider approval to remove conditions placed upon **property located at 7709 Turner Road** at the time of rezoning of property from R-1A (Residential) to CN (Commercial) on January 14, 1986, Case No. 85-10-79. By unanimous vote, no action was taken and the Case was moved to the December 3, 2013 meeting.

Ms. Davis deferred the discussion to Ms. Taylor-Lee. Ms. Taylor-Lee stated she and Commissioner Gunnin met with the interested parties including the proposed user and the bank. She referred to the revised list of potential uses and the planned use for the facility. The applicant plans to expand the building by 5,000 additional square feet bringing the maximum up to no more than

10,000 square feet. Commissioner Gunnin stated he had spoken to residents who live next door to the facility and that they are concerned about the possible expansion. He added there are not many people interested in the potential uses for the facility as is. He said Ms. Baker asked for the stipulation on the zoning to be removed so that in the event she was ready to expand, she could. Ms. Taylor-Lee indicated she thinks there is confusion that this property would be up for rezoning which is not the case. Further discussion ensued on potential uses. Commissioners Johnston and Poole expressed their support for Commissioner Gunnin's decision.

The Chairman stated that they would not have a public hearing but if three people signed up for public comment and wanted to discuss it they could. Commissioner Johnston asked if they would be following the Zoning Procedures Act and if so, then they would have to structure it as a public hearing. Ms. Davis interjected that if they were to allow people to discuss as a public hearing without advertising it, then it would be unfair to those might otherwise come. She said they are not obligated to open another public hearing, but if they were, they would need to provide a 15 day notice.

3. Retreat Topics.

The Chairman asked if anyone had a topic they would like to discuss during the retreat and stated he would work on a packet during the holidays. The Chairman mentioned the following topics:

- The Board of Ethics and changes they would make if they could; who is covered under the Ethics Board; and influence on hiring. The Chairman stated he has both Cobb and Cherokee ordinances as well as an ACCG draft model ordinance.
- Consideration of a basic draft of the County's Strategic Plan as discussed last year, hoping to get a little than last year.
- Discussion of Historic Preservation Ordinance.
- Consideration of whether the elected Board of Commissioners should be party-affiliated. Commissioner Johnston feels it would be an uphill battle to change it.

The Chairman asked if anyone else had suggestions for discussion topics. He reminded everyone the meetings are open to the public and media. Commissioner Johnston stated a possibility would be to discuss fire consolidation with the City of Canton.

Mr. Watkins stepped forward to recognize Mr. Michael Chapman who is now a certified planner. Now all staff in Planning and Zoning are AICP certified planners. Commissioner Johnston congratulated Mr. Chapman on his accomplishment and Mr. Watkins on having an all-certified team.

Commissioner Poole asked Mr. Cooper and Chief Collett about the status of the tag office situation. Chief Collett stated that will be rectified starting the next Monday. He added that Ms. Little set up a meeting with the head of security at the Justice Center for after the first of the year to do a walk-through of both tax campuses and help with developing a security plan. Commissioner Poole asked if there was a kind of security wall to prevent someone from jumping over the counter. Mr. Cooper replied that it is similar to the desks at the Bluffs. Sergeant Killian approached the podium and stated she contacted Deputy Holcomb at Court Security. She said he had gone to Federal Marshal School and has been trained in security evaluations at courthouses and other government buildings. He does evaluations to make sure policies and procedures are up to date and he will be doing the evaluations at both campuses and make recommendations. Commissioner Poole thanked Chief Collett for the update.

The Chairman announced his intent to run for re-election next year.

Hearing no further business, Commissioner Poole made a motion to adjourn to Executive Session at 4:54 p.m. to discuss property acquisition, personnel matters and pending or threatened litigation; Commissioner Gunnin seconded and the motion was unanimously approved.

Executive Session followed



Cherokee County Board of Commissioners

MINUTES

December 3, 2013 Regular Meeting

INVOCATION

Cindy O'Leary with the Hope Center gave the invocation.

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

Commissioner Poole led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:05 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public. Note: Vice Chair/Commissioner Jason Nelms was absent due to a business meeting.

RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify the closure of Executive Session at 5:55 p.m.

Commissioner Johnston made the motion to approve; Commissioner Poole seconded and there was unanimous approval 4-0.

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Add item 2.4 under the County Manager's portion: Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Cherokee 75 Corporate Park.
2. Add item 2.5 under County Manager's portion: Consider approval of IGA with City of Woodstock Downtown Development Authority for use of CATS trolley.

Commissioner Johnston made a motion to approve; Commissioner Gunnin seconded and there was 4-0 unanimous approval.

ANNOUNCEMENTS

Chairman Ahrens added an announcement regarding public informational meetings concerning various alternate routes for State Route 20.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM NOVEMBER 19, 2013.

Commissioner Poole made a motion to approve; Commissioner Johnston seconded and there was unanimous approval 4-0.

PUBLIC HEARING

The Cherokee County Board of Commissioners hold a Public Hearing on December 3, 2016 to consider the full waiver of the one condition of zoning attached to the **1990 Rezone Case Number 90-07-101 Carole Crenshaw.**

Commissioner Johnston made a motion to open the Public Hearing at 6:09 p.m.; Commissioner Poole seconded and there was unanimous approval.

No one had signed up to speak in support or opposition of the request.

Ms. Vicki Taylor Lee gave an overview of the case of property located at 6615 Hickory Flat Highway which was zoned for use as a daycare/preschool only. She said the request was seeking to remove the condition placed at that time and to allow full Neighborhood Commercial to allow for a dentist office to open.



Commissioner Poole made a motion to close the Public Hearing at 6:10 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

Commissioner Johnston made the motion to approve the request to remove the condition and allow full Neighborhood Commercial use; Commissioner Gunnin seconded and there was unanimous approval 4-0.

PUBLIC COMMENT

No one signed up to speak.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Consider resolution asking Facebook to protect our teenagers from predators and abuses of privacy.

Commissioner Johnston made a motion to approve; Commissioner Poole seconded and there was unanimous approval 4-0.

- B. CCWSA (Cherokee County Water and Sewerage Authority) earned Tops in State award of large water systems for 'Public Education'.

Chairman Ahrens stated that this was for informational purposes as the CCWSA is a separate entity. He said that he was very proud of CCWSA on this statewide recognition that included such major water systems as Gwinnett, Clayton and Dekalb. He added that he hopes our media will follow up and maybe provide a little more information.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON



COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

COUNTY MANAGER

2.1 Consider acceptance of lease agreement to use Cherokee Charter Academy gymnasium facility for CYB (Cherokee Youth Basketball) practices and games for the 2013-2016 seasons.

Commissioner Gunnin made a motion to approve; Commissioner Johnston seconded and there was unanimous approval 4-0.

2.2 Consider acceptance of lease agreement to use Chris G. Hite Memorial Community Center gymnasium facility for CYB (Cherokee Youth Basketball) practices and games for the 2013-2016 seasons.

Commissioner Poole made a motion to approve; Commissioner Gunnin seconded and there was unanimous approval 4-0.



- 2.3 Consideration of a request from the Cherokee County School System to execute a quit-claim deed that adds a portion of Parkbrooke Drive to County maintenance, approximately 275 feet in length.

Commissioner Poole made a motion to approve; Commissioner Gunnin seconded and there was unanimous approval 4-0.

- 2.4 Amendment: Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Cherokee 75 Corporate Park.

Commissioner Gunnin made a motion to approve; Commissioner Johnston seconded and there was unanimous approval 4-0.

- 2.5 Amendment: Consider approval of Intergovernmental Agreement (IGA) with City of Woodstock Downtown Development Authority for use of CATS Trolley for the month of December 2013.

Commissioner Poole made a motion to approve; Commissioner Johnston seconded and there was unanimous approval 4-0.

COUNTY ATTORNEY

- 3.1 The Cherokee County Board of Commissioners held a Public Hearing on November 19, 2013 at 6:00 p.m. to consider approval to remove conditions placed upon **property located at 7709 Turner Road** at the time of rezoning of property from R-1A (Residential) to CN (Commercial) on January 14, 1986, Case No. 85-10-79. By unanimous vote, no action was taken and the Case was moved to the December 3, 2013 meeting.

Ms. Davis gave a brief summary and deferred the discussion to Ms. Vicki Taylor Lee and Commissioner Gunnin who had been working on the case since the Public Hearing on November 19, 2013.

Ms. Taylor Lee referenced the revised list of uses provided to the Board today and also a couple of sketches she had made of the property related to



possible future expansion which would allow for no more than a total of 10,000 additional square feet. Commissioner Gunnin recalled the agreement of applicant Ms. Baker to adhere to the provisions discussed in meetings which includes the requirement of a vegetative border in the event of any future construction. Ms. Baker spoke to the Board, thanking them for their consideration and work and her request and stated her agreement to the conditions as discussed.

Commissioner Gunnin made a motion to approve; Ms. Davis asked Commissioner Gunnin for clarification on the vegetative border requirement. Specifically she asked for the record what type of trees were to be planted and how far apart. Commissioner Gunnin replied that the trees were to be juniper-type trees and deferred to Ms. Taylor Lee on how far apart to be planted. Ms. Taylor Lee stated that it would be appropriate to have them planted 20 feet apart on center. Commissioner Johnston asked for clarification on the buffer which was referenced once at 35 feet and then 30 feet. Ms. Taylor Lee replied that the correct buffer is 30 feet. Commissioner Johnston seconded and there was unanimous approval 4-0.

3.2 Approval to call for a Public Hearing to consider revisions to the Alcohol Beverages Ordinance.

Ms. Davis advised that after much discussion at Work Session it was determined that staff would research this matter and provide a draft to her office prior to the next meeting date. She recommended not setting a Public Hearing date at this time but to discuss again at the next meeting since the matter was not particularly time-sensitive.

Commissioner Poole made a motion to postpone setting the Public Hearing date to next meeting; Chairman Ahrens commented that the topic would be on the December 17, 2013 Work Session Agenda to call for a Public Hearing. Commissioner Gunnin seconded and there was unanimous approval 4-0.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Poole made a motion to adjourn at 6:36 p.m.; Commissioner Gunnin seconded and the motion received unanimous approval 4-0.



CONSENT AGENDA

COUNTY MANAGER

- 2.1 Consider awarding the County's Standard Professional Services Agreement to Power & Energy Services, Inc. for the annual service and maintenance of the County generators in an annual amount not to exceed \$31,945.00.
-

COUNTY ATTORNEY

- 3.1 Annexation/rezoning notice received from the City of Canton for property located at Old Doss Road and Cumming Highway.

ADJOURN



October 31, 2013

Dear Commissioner Ahrins

The term of one of the current representatives from Cherokee County on the Northwest Georgia Region 1 Emergency Medical Services Council will expire on January 23, 2014. The positions are not automatically renewed and require a renewal or replacement decision from you.

The current representative whose term is expiring is Billy Hayes

Their attendance record for the last two years is 4 absences from a total of 10 meetings (a 60% attendance record).

Please let us know about your decision by December 31, 2013 by completing the attached nomination letter. Your options are:

1. Renew the present representative for an additional 2 year term ending January, 2016.
2. Appoint a new representative and send us his/her contact information for a term ending in January, 2016.

You may mail or email your decision to the following address:

David T. Foster III, MLS, Paramedic
Region 1 Office of EMS & Trauma, Program Director
1309 Redmond Road
Rome, GA 30165
dtfoster@dhr.state.ga.us

If you have any question you may contact Mr. Foster at 706-295-6176.

Sincerely,

A handwritten signature in cursive script that reads "Randy Pierson".

Randy Pierson, NRP, Council Chair

**A RESOLUTION
2013-09-02**

**ACKNOWLEDGING THE CITY OF BALL GROUND'S COMMITMENT TO
THE REMOVAL OF TRUCK TRAFFIC**

**On
Georgia State Route 372 in the City of Ball Ground**

WHEREAS, the City of Ball Ground Central Business District is dissected by Georgia State Route 372, and;

WHEREAS, Georgia State Route 372 is a popular route selected by tractor trailers moving from the Gainesville and Cumming area to the Cartersville and Rome area, and;

WHEREAS, the heavy concentration of truck traffic on this route, specifically between Georgia State Highway 369 and State Route Business 5 has caused extensive damage to the roadway, and;

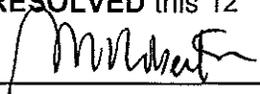
WHEREAS, the bridge across the Etowah River approximately 3 miles east of Downtown Ball Ground has been closed several times in the past year for emergency and temporary repairs as the structure continues to deteriorate, and;

WHEREAS, commerce in the Central Business District of the City of Ball Ground has been negatively impacted due to the roadway conditions, excessive truck traffic, and the foul odors stemming from agricultural truck traffic associated with the poultry trade, and;

WHEREAS, the sheer volume of trucks combined with the roadway and bridge conditions has created a safety problem for vehicle operators, truck operators and pedestrians.

THEREFORE, Be it Resolved by the Mayor and City Council that the City of Ball Ground is formally requesting that the Cherokee County Board of Commissioners support the efforts of the City of Ball Ground to re-route all truck traffic from Georgia State Route 372 to Georgia State Route 20.

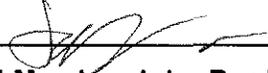
BE IT RESOLVED this 12th day of September 2013.



Mayor **A. R. Roberts, III**



Mayor Pro Tem **Frank Homiller**



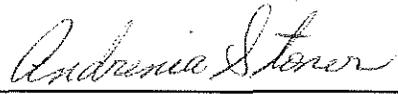
Council Member **John Byrd**

Absent

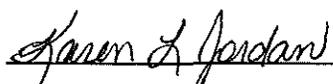
Council Member **Mickey O'Malley**



Council Member **Lee Prettyman**



Council Member **Andrenia Stoner**

Attest: 

Karen L. Jordan, City Clerk



Cherokee County, Georgia
Agenda Request

District 1 "A"
Commissioner Johnston

SUBJECT: Ruff White Road
Acceptance for County Maintenance
0.29 miles

MEETING DATE: December 17, 2013

SUBMITTED BY: Geoffrey E. Morton, Public Works Agency Director

COMMISSION ACTION REQUESTED:

Consider acceptance of Ruff White Road, in as-is condition, for County Maintenance; 0.29 miles.

FACTS AND ISSUES:

The residents of Ruff White Road have requested that Cherokee County accept their roadway for County maintenance as a gravel roadway.

Ruff White Road serves eight (8) properties and all property owners have signed right-of-way deeds to dedicate/donate necessary right-of-way to the County.

This request is to accept 0.29 miles of Ruff White Road, beginning at SR 108, for County maintenance.

BUDGET:

Budgeted Amount: Account Name:
Amount Encumbered: Account #:
Amount Spent to Date:
Amount Requested:
Remaining Budget:

Budget Adjustment Necessary: Yes [] No [X] If yes, please attach budget amendment form.
Contract or Amendment: Yes*[] No [X] *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes [] No [X]

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Acceptance of Ruff White Road, in as-is condition, for County Maintenance; 0.29 miles.

REVIEWED BY:

DEPARTMENT HEAD:
AGENCY DIRECTOR:
COUNTY MANAGER

Handwritten signatures in blue ink for Department Head, Agency Director, and County Manager.

Geoff Morton

From: Cliff Harden
Sent: Wednesday, November 13, 2013 4:44 PM
To: Geoff Morton
Cc: Stephen A. Dobson
Subject: RE: Ruff White Lane
Attachments: RE: Ruff White Road; Ruff White Rd 11-13-13.tif

Geoff,
Attached is email to Comm. Johnston from 2008 concerning same and scan of info from paper files. The scan identifies proposal and consideration but no acceptance.

Length 0.291 mile
12-16' gravel
Good ditches and drainage
Need cul de sac at end

From: Geoff Morton
Sent: Wednesday, November 13, 2013 1:07 PM
To: Cliff Harden
Cc: Stephen A. Dobson
Subject: Ruff White Lane

Guys:

I had a call from someone who lives on Ruff White Lane and they are asking for it to be considered for County acceptance by Harry Johnston.

Before they going knocking on doors and requesting right-of-way from their neighbors they wanted to know what we see as possible problems if the County was ever to do maintenance or later pave this roadway.

Could you guys take a look and advise?

Also, while you are there get some of the particulars like length, width, etc.

Thanks

Geoff

December 4, 2013

Mr. Geoffrey E. Morton, Cherokee County Engineer

Dear Mr. Morton:

The property owners located on Ruff White Road in Canton respectfully request that the County accept this road for County maintenance. The attached right-of-way deeds are from each property owner.

We appreciate your help and continued efforts on our behalf.

Sincerely,

A handwritten signature in blue ink that reads "Patricia Glenn". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

PATRICIA GLENN

P.O. Box 607
WALESKA, GA 30183
404-357-7715

LENGTH = 0.291 MILES

12'-16' GRAVEL

Cherokee County, GA - Real Estate Search



Real Estate Search Sales Search ?

Hide Details...

Owner Last Name: Owner First Name: Account #:

Dist N Map 1 2 3 Blk Par Spl Trl CX PIN
 Parcel #: 22 N 10 Tax Year: 2013 PIN:

House # Unit # Direction Street Name Type Suffix Municipality
 Property Address: Search Clear

Advanced Search

Search Results click on a parcel number below to continue

Hide Details...

Parcel #	Buildings	Property Address	Account #	Owner Name	Owner Name	Unit/Type	Legal Description	PIN
22N10 002	0	4893 FINCHER RD 01	1080768	FINCHER ROAD INVESTMENTS LLLP		158.190 AC	LL 166,196 TK EST D22	22-0129-0005
22N10 002 A	0	FINCHER RD 01	1080768	FINCHER ROAD INVESTMENTS LLLP		160.000 AC	LL 123, 124; 22ND DIST	22-0123-0001
22N10 002 B	0	FINCHER RD 01	1080768	FINCHER ROAD INVESTMENTS LLLP		843.990 AC	LL 128,129,130 ETAL; 22ND	22-0159-0001
22N10 003	1	3580 FINCHER RD 01	4309	FRONEBARGER, PAUL E. & KAY C.		100.000 AC	LL 124 DIST 22	22-0124-0001
22N10 004	1	3257 FINCHER RD 01	1024857	LIGHT, RICHARD &	LINDA HOLMES-RUBIN	15.100 AC	LL 129 DIST.22	22-0129-0003
22N10 005	0	FINCHER RD 01	8128	MOORE REUNION ASSO	%MRS. PIERCE PATTERSON	1.700 AC	LL129 22 DIST	22-0129-0002
22N10 006	1	3600 FINCHER RD 01	1111004	FRONEBARGER, MICHELL		26.950 AC	LL 129 123 124 D22	22-0129-0001
22N10 007	0	3580 FINCHER RD 01	1058680	FRONEBARGER, KAY C.		26.950 AC	LL 124-125-128-129;22ND DIST/TRACT 2	22-0124-0002
22N10 008	1	3709 FINCHER RD 01	945230	WEBER, GLENN RICHARD &	CAROL ANN	5.920 AC	LL 129 DIST. 22	22-0129-0004
22N10 010	0	FINCHER RD 01	1022641	SIMS, RUSSELL R. &	KAY D. SIMS	40.520 AC	LL161,162;22ND D/TRACT 3 PB24PG112	22-0160-0001
22N10 010 A	0	FINCHER RD 01	1095060	SIMS, EDITH R, AS TRUSTEE	EDITH R SIMS LIVING TRUST	14.220 AC	LL 161,162; 22ND DIST	22-0161-0007
22N10 010 B	0	FINCHER RD 01	1095060	SIMS, EDITH R, AS TRUSTEE	EDITH R SIMS LIVING TRUST	9.650 AC	LL 161,162;22ND D/TRACT 1PB 27 PG 273	22-0161-0004
22N10 010 C	0	FINCHER RD 01	1151992	SIMS, KAY D. TRUSTEE: VESTA M. DEBORD	TESTAMENTARY TRUST EST 11/16/00	41.860 AC	LL 160 & 126 22ND D	22-0160-0002
22N10 011	1	3922 FINCHER RD 01	2290	CLARK, SANDRA F. &	CLARK, JERRY	49.090 AC	LL 125 128 DIST 22	22-0125-0001
22N10 012	1	380 RUFF WHITE RD 01	601863	WOOD, T. C. & SARAH B.		10.000 AC	LL 125 DIST 22	22-0125-0003
22N10 012 A	1	388 RUFF WHITE RD 01	1022640	WOOD, DAVID & PAMELA		10.760 AC	LL 125; 22ND D PB59/PG186	22-0125-0002
22N10 013 A	1	800 RUFF WHITE RD 01	1072249	PEZZINO, JHANA D.		50.000 AC	LL 125,126; 22ND DIST	22-0126-0001
22N10 013 C	0	545 RUFF WHITE RD 01	1073816	PEZZINO, JHANA D.		35.110 AC	LL 125, 126; 22ND DIST.	22-0125-0004
22N10 014	1	4022 FINCHER RD 01	1108798	MCCONNEL, WILLIAM		7.000 AC	LL 128; 22ND DIST	22-0128-0002
22N10 015	0	340 RUFF WHITE RD 01	1073816	PEZZINO, JHANA D.		4.090 AC	LL 128; 22ND DIST	22-0128-0005
22N10 016	1	4154 FINCHER RD 01	1054127	GLENN, KENNETH RAY		3.560 AC	LL 128; 22ND DIST PB40/132	22-0128-0003
22N10 017	1	4164 FINCHER RD 01	852931	CONNER, VERNON E. & MARY RUTH		6.840 AC	LL 128 DIST. 22	22-0128-0006
22N10 017 A	0	FINCHER RD 01	1108798	MCCONNEL, WILLIAM		1.000 AC	LL 128; 22ND DIST DB 2224 PG310	22-0128-0008
22N10 018	1	749 RUFF WHITE RD 01	1075446	WILKERSON FAMILY HOLDINGS LLC		14.910 AC	LL 128; 22ND DIST	22-0128-0009
22N10 020	0	FINCHER RD 01	1136313	LAY, JOHN SCOTT &	LAY, OFELIA MORALES	7.640 AC	LL 128 DIST 22	22-0128-0004

All information on this site is prepared for the inventory of real property found within Cherokee County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. All information contained herein was created for the Cherokee County's internal use. Cherokee County, its employees and agents make no warranty as to the correctness or accuracy of the information set forth on this site whether express or implied, in fact or in law, including without limitation the implied warranties of merchantability and fitness for a particular use.

If you have any questions about the data displayed on this website please contact the Cherokee County Assessor's Office at 678-493-6120. For technical problems related to this website, please contact the Cherokee County Assessor's Office at 678-493-6120.

1.1.8



Cherokee County, GA



Legend

- City and County Boundaries
- Churches
- Schools
- Tax Parcels
- World Street Map

1:6,519

1,086.5 0 543.25 1,086.5 U.S. Survey Feet

Notes

STATE OF GEORGIA
COUNTY OF CHEROKEE

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

THIS CONVEYANCE MADE AND EXECUTED the 3rd day of Dec, 2013

WITNESSETH, that John + Ofelia Lay the undersigned, owner(s) of a tract of land in said County through which a road, known as Luff White Rd in Land Lot 124 of the 22nd District of Cherokee County, Georgia, has been laid out by Cherokee County.

NOW, THEREFORE, in consideration of the benefit to my/our property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot 124 of the 22nd District of said County, as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

BEING a right of way for a public road of 50 feet, 25 feet on each side of the centerline of said road, as shown on the attached Exhibit "A," attached hereto and incorporated herein by reference. Also, granted of even date herewith is a temporary construction easement as shown on that document recorded in the real estate records of the Clerk of the Superior Court of Cherokee County, Georgia at deed book _____, page _____.

To have and to hold the said conveyed premises in fee simple.

I/We by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend the right, title and interest in and to said property unto Cherokee County, Georgia, its successors and assigns, against the claims of all persons whomsoever.

In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

[Signature]
Unofficial Witness

[Signature] (John Scott Lay) [Signature] (Ofelia Lay)

[Signature] (Notary Public)

Sworn to and subscribed before me this
3 day of December, 2013

Brandon Schooley
Notary Public, Cherokee County
State of Georgia
My Commission Expires June 27, 2017

notary [Signature]

STATE OF GEORGIA
COUNTY OF CHEROKEE

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

THIS CONVEYANCE MADE AND EXECUTED the 18th day of NOV, 2013.

WITNESSETH, that Vernon & Mary Ruth Connor, the undersigned, owner(s) of a tract of land in said County through which a road, known as Rough White in Land Lot 11.4 of the 22nd District of Cherokee County, Georgia, has been laid out by Cherokee County.

NOW, THEREFORE, in consideration of the benefit to my/our property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot _____ of the _____ District of said County, as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

BEING a right of way for a public road of 50 feet, 25 feet on each side of the centerline of said road, as shown on the attached Exhibit "A," attached hereto and incorporated herein by reference.

To have and to hold the said conveyed premises in fee simple.

I/We by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend the right, title and interest in and to said property unto Cherokee County, Georgia, its successors and assigns, against the claims of all persons whomsoever.

In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

Vernon Connor
Unofficial Witness

Mary Connor

Robyn Smith
Notary Public

Sworn to and subscribed before me this 18th day of NOV, 2013



STATE OF GEORGIA
COUNTY OF CHEROKEE

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

THIS CONVEYANCE MADE AND EXECUTED the 19 day of Nov., 2013

WITNESSETH, that Kenneth R. Glenn, the undersigned, owner(s) of a tract of land in said County through which a road, known as Ruff White Road in Land Lot 124 of the 22nd District of Cherokee County, Georgia, has been laid out by Cherokee County.

NOW, THEREFORE, in consideration of the benefit to my/our property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot 124 of the 22nd District of said County, as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

BEING a right of way for a public road of 50 feet, 25 feet on each side of the centerline of said road, as shown on the attached Exhibit "A," attached hereto and incorporated herein by reference.

To have and to hold the said conveyed premises in fee simple.

I/We by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend the right, title and interest in and to said property unto Cherokee County, Georgia, its successors and assigns, against the claims of all persons whomsoever.

In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

Kenneth R. Glenn

[Signature]
Unofficial Witness

Angela C. Shoemaker
Notary Public

Sworn to and subscribed before me this 19th day of November, 2013



STATE OF GEORGIA
COUNTY OF CHEROKEE

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

THIS CONVEYANCE MADE AND EXECUTED the 18th day of November, 2013.

WITNESSETH, that Sarah Wood, the undersigned, owner(s) of a tract of land in said County through which a road, known as Ruff White Road in Land Lot 129 of the 22nd District of Cherokee County, Georgia, has been laid out by Cherokee County.

NOW, THEREFORE, in consideration of the benefit to my/our property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot 129 of the 22nd District of said County, as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

BEING a right of way for a public road of 50 feet, 25 feet on each side of the centerline of said road, as shown on the attached Exhibit "A," attached hereto and incorporated herein by reference.

To have and to hold the said conveyed premises in fee simple.

I/We by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend the right, title and interest in and to said property unto Cherokee County, Georgia, its successors and assigns, against the claims of all persons whomsoever.

In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

[Signature]
Unofficial Witness

Sarah B Wood

[Signature]
Notary Public

Sarah B Wood

Sworn to and subscribed before me this 18th day of November, 2013



STATE OF GEORGIA
COUNTY OF CHEROKEE

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

THIS CONVEYANCE MADE AND EXECUTED the 2 day of Dec., 2013

WITNESSETH, that Jhana D. Pezzino, the undersigned, owner(s) of a tract of land in said County through which a road, known as Ruff White Rd. in Land Lot 124 of the 22 District of Cherokee County, Georgia, has been laid out by Cherokee County.

NOW, THEREFORE, in consideration of the benefit to my/our property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot 124 of the 22 District of said County, as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

BEING a right of way for a public road of 50 feet, 25 feet on each side of the centerline of said road, as shown on the attached Exhibit "A," attached hereto and incorporated herein by reference.

To have and to hold the said conveyed premises in fee simple.

I/We by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend the right, title and interest in and to said property unto Cherokee County, Georgia, its successors and assigns, against the claims of all persons whomsoever.

In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

Jhana D. Pezzino

Unofficial Witness

[Signature]

Notary Public

Sworn to and subscribed before me this 2 day of Dec, 2013



STATE OF GEORGIA
COUNTY OF CHEROKEE

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

THIS CONVEYANCE MADE AND EXECUTED the 19 day of NOV., 20 13

WITNESSETH, that WILKERSON FAMILY Holdings, LLC, the undersigned, owner(s) of a tract of land in said County through which a road, known as RUFF White, Road in Land Lot 124 of the 22ND District of Cherokee County, Georgia, has been laid out by Cherokee County.

NOW, THEREFORE, in consideration of the benefit to my/our property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot 124 of the 22ND District of said County, as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

BEING a right of way for a public road of 50 feet, 25 feet on each side of the centerline of said road, as shown on the attached Exhibit "A," attached hereto and incorporated herein by reference.

To have and to hold the said conveyed premises in fee simple.

I/We by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

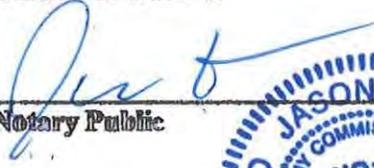
I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend the right, title and interest in and to said property unto Cherokee County, Georgia, its successors and assigns, against the claims of all persons whomsoever.

In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

James M. Wilkerson, Mgr
WILKERSON FAMILY Holdings, LLC


Unofficial Witness


Notary Public

Sworn to and subscribed before me this
19 day of NOV., 20 13





Cherokee County, Georgia Agenda Request

SUBJECT: Generator Repair/Maintenance Contract Award

MEETING DATE: 12/17/2013

SUBMITTED BY: Matt Williams, Property Management

COMMISSION ACTION REQUESTED:

Award County's standard Professional Services Agreement to Power & Energy Services, Inc. for the Annual Service and Maintenance of the County Generators in an annual amount not to exceed \$31,945.

FACTS AND ISSUES:

The County has 80 generators – 37 fixed units and 43 mobile units. Annually these units must be serviced and inspected in order to ensure they are operational when needed. RFP# 2014-07 was advertised on October 25, 2013 and November 1, 2013 in the Cherokee Tribune and posted on the County's website on October 23, 2013. This was a request for Proposals, not a hard bid, with evaluation criteria outlined in the RFP; price was 65% of the evaluation. Four (4) proposals were received and reviewed based on the scoring methodology outlined in the RFP documents.

This Agreement covers the annual inspection/service for Generator units for the Fire/Emergency Services Department, Sheriff Office, E-911 and those managed by Property Management. This Agreement also covers any repairs needed to these generators throughout the year at a fixed hourly and mileage reimbursement price. These services have been budgeted in the Agencies' FY14 Operational Budgets.

BUDGET:

Budgeted Amount:	Account Name: Various
Amount Encumbered:	Account #: Various
Amount Spent to Date:	
Amount Requested:	
Remaining Budget:	

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
 Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
 Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Award County's standard Professional Services Agreement to Power & Energy Services, Inc. for the Annual Service and Maintenance of the County Generators in an annual amount not to exceed \$31,945.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Matt Williams

[Signature]

Procurement Summary

Date Submitted: 17-Dec-13
Submitted by: Kristi Thompson
PSA Number: 2014-07
Value of Contract: \$31,945.00
Period of Performance: Annual Services Agreement - 2014 - 2017
Supplier Name: Power & Energy Services Inc.
General Description: Maintenance & Repair of County Generators
Source of Funds: Operational Budgets - Property Mngmnt, Fire, Sheriff & E-911

Contract Information

Proposed Contract Type

<input checked="" type="checkbox"/>	Standard Professional Services Agreement
<input type="checkbox"/>	PSA with Exceptions Approved by Counsel
<input type="checkbox"/>	Supplier Agreement Approved by Counsel
<input type="checkbox"/>	Standard Purchase Order

Formal Advertised Procurement:

Yes	<input checked="" type="checkbox"/>
-----	-------------------------------------

No*	<input type="checkbox"/>
-----	--------------------------

Number of Bidders Contacted / Number of Bids Received:

Tribune	4
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Supplier Selection Based on:

<input type="checkbox"/>	Only One Bidder
<input type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input checked="" type="checkbox"/>	Highest Proposal Scoring
<input type="checkbox"/>	Other*

Weight	Evaluation Criteria
65%	Price
35%	Service Plan / Delivery Timing
	Equipment Capabilities
	Quality Assurance Program
	Transition Plan

If Award to Non-County Business:
 (If Applicable)

<input type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input checked="" type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
100	\$ 31,945.00	Power & Energy Services, Inc.	Powder Springs, GA	
71	\$ 55,028.00	Clarke Power	Austell, GA	
67	\$ 60,250.00	Power Pro-Tech	Ball Ground, GA	
57	\$ 75,667.66	Prime Power	Greensboro, NC	

Fair Price Determination:

Method	Price Analysis Type
<input type="checkbox"/>	Lowest Bidder
<input checked="" type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Best Pricing Among Comparable Features / Suppliers
<input type="checkbox"/>	Market Analysis or Market Pricing
<input type="checkbox"/>	State Contract Pricing
<input type="checkbox"/>	Other, see attached price analysis.

Important Price Evaluation Notes:

Why Other Than Low Bidder Selected:

(If Applicable)

***Notes:**

CHEROKEE COUNTY BOARD OF COMMISSIONERS
 RFP 2014-07: EMERGENCY AND ROUTINE MAINTENANCE OF GENERATORS

USING FIXED PRICING INCLUDING MOBILE UNIT PRICING

		POWER PRO-TECH	POWER & ENERGY	PRIME POWER	CLARKE POWER
65%	FIXED	33,920.00	25,710.00	46,187.66	32,071.00
COST	MOBILE	26,330.00	6,235.00	29,480.00	22,957.00
	TOTAL	60,250.00	31,945.00	75,667.66	55,028.00

20%	1 HR RESPONSE	222.50	200.00	240.00	212.50
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15%	3 HR RESPONSE	212.50	200.00	240.00	212.50
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SCORES

	TOTAL	PRICE	1 HR RESP	3 HR RESP
POWER & ENERGY	100	65	20	15
CLARKE POWER	71	38	19	14
POWER PRO-TECH	67	34	18	14
PRIME POWER	57	27	17	13

JUST USING FIXED PRICING - EXCLUDING MOBILE UNIT PRICING

		POWER PRO-TECH	POWER & ENERGY	PRIME POWER	CLARKE POWER
65%	FIXED	33,920.00	25,710.00	46,187.66	32,071.00
COST	MOBILE	-	-	-	-
	TOTAL	33,920.00	25,710.00	46,187.66	32,071.00

20%	1 HR RESPONSE	222.50	200.00	240.00	212.50
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15%	3 HR RESPONSE	212.50	200.00	240.00	212.50
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SCORES

	TOTAL	PRICE	1 HR RESP	3 HR RESP
POWER & ENERGY	100	65	20	15
CLARKE POWER	85	52	19	14
POWER PRO-TECH	81	49	18	14
PRIME POWER	65	36	17	13

CHEROKEE COUNTY BOARD OF COMMISSIONERS
RFP 2014-07: EMERGENCY AND ROUTINE MAINTENANCE OF GENERATORS

PROPOSAL OPENING: NOVEMBER 14, 2013 @ 2:00PM

	PROPOSER "A"		PROPOSER "B"		PROPOSER "C"		PROPOSER "D"	
	Power Pro-Tech		Power & Energy Svcs		Prime Power Svcs		Clarke Power Generation	
<u>Annual Servicing/Load Test Cost</u>	Annual S/I	Load Test	Annual S/I	Load Test	Annual S/I	Load Test	Annual S/I	Load Test
1 Old 911 Bldg - E Main St	350.00	400.00	300.00	300.00	340.13	800.00	441.00	440.00
2 911 Tower - 1219 Univeter	345.00	400.00	300.00	300.00	293.67	800.00	341.00	170.00
3 Watertank Repeater - Woodstock	225.00	400.00	275.00	300.00	227.19	800.00	341.00	170.00
4 Watertank Repeater - Holly Springs	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
5 Neese Rd Watertank	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
E-911 TOTAL	1,470.00	2,000.00	1,425.00	1,500.00	1,397.29	4,000.00	1,805.00	1,120.00
6 Station #1	345.00	400.00	285.00	300.00	288.07	800.00	341.00	170.00
7 Station #2	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
8 Station #3	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
9 Station #4	475.00	550.00	325.00	450.00	545.56	800.00	545.00	575.00
10 Station #5	195.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
11 Station #6	523.00	550.00	325.00	450.00	545.56	800.00	545.00	575.00
12 Station #7	345.00	400.00	285.00	300.00	288.07	800.00	341.00	170.00
13 Station #8	546.00	650.00	325.00	450.00	594.61	800.00	545.00	600.00
14 Station #9	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
15 Station #12	475.00	550.00	325.00	450.00	545.56	800.00	545.00	575.00
16 Station #13	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
17 Station #15	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
18 Station #17	345.00	400.00	275.00	300.00	277.35	800.00	341.00	170.00
19 Station #18	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
20 Station #19	568.00	650.00	350.00	450.00	630.77	800.00	612.00	650.00
21 Station #20	345.00	400.00	285.00	300.00	288.07	800.00	341.00	170.00
22 Station #21	475.00	550.00	325.00	450.00	545.56	800.00	545.00	575.00
23 Station #22	475.00	550.00	325.00	450.00	545.56	800.00	545.00	575.00
24 Station #23	475.00	550.00	325.00	450.00	545.56	800.00	545.00	575.00
25 Station #24	470.00	550.00	325.00	450.00	494.52	800.00	521.00	550.00
26 Station #27	345.00	400.00	275.00	300.00	277.35	800.00	341.00	170.00
27 Station #32	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
FIRE/ES TOTAL	8,327.00	10,350.00	6,555.00	7,950.00	8,557.37	17,600.00	9,381.00	7,460.00
28 Justice Center	616.00	700.00	350.00	450.00	777.80	800.00	612.00	700.00
29 Historic Courthouse	345.00	400.00	285.00	300.00	288.07	800.00	341.00	170.00
30 Roads & Bridges	275.00	400.00	275.00	300.00	268.15	800.00	341.00	170.00
31 Admin/Conference Center	666.00	700.00	350.00	450.00	777.80	800.00	612.00	700.00
32 Fleet Maintenance	345.00	400.00	300.00	300.00	340.13	800.00	341.00	170.00
33 Animal Shelter	546.00	650.00	350.00	450.00	594.61	800.00	545.00	600.00
34 Tax Commissioner - Marietta Hwy	450.00	400.00	325.00	450.00	494.52	800.00	545.00	525.00
PROPERTY MANAGEMENT TOTAL	3,243.00	3,650.00	2,235.00	2,700.00	3,541.08	5,600.00	3,337.00	3,035.00
35 Public Safety Bldg	450.00	400.00	325.00	450.00	494.52	800.00	545.00	525.00
36 Dentention Center	1,405.00	1,600.00	800.00	995.00	2,051.84	800.00	2,543.00	1,200.00
37 South Annex - CID	475.00	550.00	325.00	450.00	545.56	800.00	545.00	575.00
SHERIFF OFFICE TOTAL	2,330.00	2,550.00	1,450.00	1,895.00	3,091.92	2,400.00	3,633.00	2,300.00
FIXED TOTAL PER YEAR (COUNTY WIDE)	15,370.00	18,550.00	11,665.00	14,045.00	16,587.66	29,600.00	18,156.00	13,915.00
		33,920.00		25,710.00		46,187.66		32,071.00

Mobile Units

38 Fire Station # 1	195.00	400.00	45.00	100.00	-	400.00	341.00	170.00
39 Fire Station # 3	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
40 Fire Station # 4	210.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
41 Fire Station # 6	210.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
42 Fire Station # 7	195.00	400.00	45.00	100.00	-	400.00	341.00	170.00
43 Fire Station # 8	195.00	400.00	45.00	100.00	-	400.00	341.00	170.00
44 Fire Station # 8	195.00	400.00	45.00	100.00	-	400.00	441.00	440.00
45 Fire Station # 12	210.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
46 Fire Station # 12	195.00	400.00	45.00	100.00	-	400.00	341.00	170.00
47 Fire Station # 13	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
48 Fire Station # 19	275.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
49 Fire Marshal	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
50 Fire Marshal trailer	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00

		PROPOSER "A"		PROPOSER "B"		PROPOSER "C"		PROPOSER "D"	
		Power Pro-Tech		Power & Energy Svcs		Prime Power Svcs		Clarke Power Generation	
51	Fire Marshal truck	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
52	Fire Station # 13	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
53	Fire Station # 15	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
54	Fire Station # 18	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
55	Fire Station # 19	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
56	Fire Station # 2	235.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
57	Fire Station # 20	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
58	Fire Station # 20	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
59	Fire Station # 21	275.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
60	Fire Station # 21	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
61	Fire Station # 21	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
62	Fire Station # 22	195.00	400.00	45.00	100.00	-	400.00	341.00	170.00
63	Fire Station # 23	210.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
64	Fire Station # 24	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
65	Fire Station # 24	210.00	400.00	45.00	100.00	-	400.00	341.00	170.00
66	Fire Station # 26	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
67	Fire Station # 26	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
68	Fire Station # 27	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
69	Fire Station # 27	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
70	Fire Station # 3	275.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
71	Fire Station # 3	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
72	Fire Station # 32	195.00	400.00	45.00	100.00	-	400.00	341.00	170.00
73	Fire Station # 32	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
74	Fire Station # 5	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
75	Fire Station # 6	255.00	400.00	45.00	100.00	350.00	400.00	545.00	580.00
76	Fire Station #26	195.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
77	Sheriff's Office - SWAT	345.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
78	Sheriff's Office - CMD #1	345.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
79	Sheriff's Office - CMD #2	210.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
80	Sheriff's Office - HNT	210.00	400.00	45.00	100.00	350.00	400.00	341.00	170.00
MOBILE TOTALS		9,130.00	17,200.00	1,935.00	4,300.00	12,250.00	17,200.00	14,967.00	7,990.00
			26,330.00		6,235.00		29,450.00		22,957.00
TOTAL		24,500.00	35,750.00	13,600.00	18,345.00	28,837.66	46,800.00	33,123.00	21,905.00
			60,250.00		31,945.00		75,637.66		55,028.00
One Hour Response Time		Hourly \$\$	Mileage \$\$	Hourly \$\$	Mileage \$\$	Hourly \$\$	Mileage \$\$	Hourly \$\$	Mileage \$\$
20%	Normal Business Hours	95.00	1.95	80.00	0.75	80.00	0.85	85.00	1.00
	After Business Hours	127.50	1.95	120.00	0.75	160.00	0.85	127.50	1.00
Three Hour Response Time		Hourly \$\$	Mileage \$\$	Hourly \$\$	Mileage \$\$	Hourly \$\$	Mileage \$\$	Hourly \$\$	Mileage \$\$
15%	Normal Business Hours	85.00	1.95	80.00	0.75	80.00	0.85	85.00	1.00
	After Business Hours	127.50	1.95	120.00	0.75	160.00	0.85	127.50	1.00
Not Weighted But Considered									
800kw Mobile Generator - Portable Backup									
	Rental Per Day		1,950.00		2,340.00		3,122.50		2,026.53
	Rental Per Week		4,918.00		6,000.00		7,806.25		5,061.43
	Hook up and disconnect fee		500.00		1,500.00		2,400.00		340.00
	Proposed timeline		8 HOURS		6 HOURS		10 HOURS		4 HOURS
References									
	Total Generators Maintained (all references)		905		137		199		116

This is the Standard Professional Services Agreement of Cherokee County. Any consultant doing business with the County must enter into this Agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ____ day of _____, 20____, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Power & Energy Services, Inc. ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Routine Generator Maintenance and Emergency Repair; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description: PSA 2014-07 in accordance with all specifications and pricing outlined in the Proposal dated November 14, 2013, Mobile Unit Pricing dated November 20, 2013 and Letter of Understanding dated November 21, 2013.

B. The Work

1. The Work to be completed under this Agreement (the "Work") consists of providing supplies and equipment for routine maintenance and emergency repair and/or service of the County's Generators (fixed and mobile) at multiple sites as listed in the Generator Master List, included and attached as Appendix "D". The Generator Master List may be revised as necessary during the term of the Agreement to update for obsolete or newly acquired Generators.

2. Annual Service/Inspection - This inspection will be completed one (1) time per year (every 12 months) on all generators. The service/inspection shall be scheduled with the Department Liaison identified in Section V.B:

A. Cooling System

- 1) Core condition (inside and out)
- 2) Radiator cap (inspect seal), replace if needed
- 3) Check coolant level and change per manufacture recommendations
- 4) Inspect hoses and clamps, replace if needed
- 5) Inspect tubes and connectors, replace if needed
- 6) Fan belt/pulley, replace if needed
- 7) Fan belt adjustment
- 8) Water pump bearings and leaks
- 9) Temperature gauges, replace if needed
- 10) Operating temperature
- 11) Engine block heater, replace if needed
- 12) Check intake and exhaust louvers for proper operation

B. Lubricating System

- 1) Change oil and oil filters
- 2) Condition of breather, replace if needed
- 3) Check gaskets for leaks
- 4) Check oil level
- 5) Check oil pressure
- 6) Check for any leaks

C. Fuel System

- 1) Inspect fuel tank – if natural gas or propane fueled, check lines for leaks
- 2) Change fuel/water separator strainers, replace if needed
- 3) Inspect all fuel lines, replace if needed
- 4) Inspect governor and control
- 5) Change fuel filters
- 6) Check fuel pressure
- 7) Test fuel tanks for water, treat as needed

D. Air Intake and Exhaust System

- 1) Check air filters, replace if needed
- 2) Check air filter service indicator
- 3) Inspect air inlet system
- 4) Inspect turbocharger
- 5) Check exhaust manifold

E. Engine Monitors and Safety Controls

- 1) Check all gauges, replace if needed
- 2) Check all safety controls, replace if needed

- 3) Check remote enunciators

F. Starting System

- 1) Inspect batteries, terminals and connections
- 2) Check specific gravity of batteries
- 3) Perform load test on batteries
- 4) Inspect battery charger, replace if needed
- 5) Inspect starting motor
- 6) Inspect alternator
- 7) Replace points, condenser and plugs except long life plugs which should be changed per manufacture recommendations

G. Generator

- 1) Inspect bearings
- 2) Check vibrations
- 3) Inspect control panel
- 4) Check start controls
- 5) Check voltmeter
- 6) Check ammeter
- 7) Check frequency meter
- 8) Check circuit breaker

H. Transfer Switch

- 1) Inspect all connections
- 2) Inspect wiring for brittle burn marks
- 3) Inspect all switches
- 4) Check exercise timers and confirm proper operation

3. Reports and Documentation: A complete Annual Inspection Report must be provided to the affected Agency/Department Head with a copy to the Property Management Department no later than December 31st of the inspection year. This report must include any problems or issues noted during the inspection as well as a proposal for repairs not covered under this agreement. If the additional work is to the magnitude that the generator is out of service or may become out of service, the affected Agency/Department Head must be contacted, in writing, immediately.
4. Load Test – The Load Test shall be performed on all Generators one (1) time per year. The Load Test is a four (4) hour bank test at 100% load. The Load Tests must be performed after 5:00PM Monday through Friday and is to be scheduled in advance with the Department Liaison identified in Section V.B. The Load Test is an optional service and at the request of the Department Liaison only. This Agreement does not guarantee any Department will request Load Test to be performed.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed annually for each Department covered by this Agreement. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Consultant shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant in full as per the fee schedule outlined in

Section III.B.1 for the Annual Service/Inspection upon receipt of invoice. The County agrees to pay the Consultant in full as per the fee schedule outlined in Section III.B.1 for the Annual Load Test if so ordered by the Department Liaison. The County agrees to pay the Consultant in full as per the hourly and mileage rate fee schedule outlined in Section III.B.2 upon receipt of invoice for emergency repairs. County agrees to pay the Consultant in full as per the fee schedule outlined in Section III.B.3 for the Portable Backup 800KW Mobile Generator upon receipt of invoice. General, non-emergency repairs will be quoted prior to initiating work; the County agrees to pay the Consultant in full upon completion of all agreed upon, ordered repair work and receipt of an invoice. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total annual maximum amount paid under this Agreement as compensation for Work performed incurred as part of the Annual Service/Inspection in accordance with the terms of RFP 2014-07, is \$13,600 (\$11,665 for the Fixed Generators and \$1,935 for the Mobile Generators) except as outlined in Section II(C) above. The total annual maximum amount paid under this Agreement as compensation for Work performed incurred as part of the Annual Load Test in accordance with the terms of RFP 2014-07, is \$18,345 (\$14,045 for the Fixed Generators and \$4,300 for the Mobile Generators) except as outlined in Section II(C) above; there is no guaranteed minimum compensation for the Load Test.

1. The compensation for Work performed for the Annual Service/Inspection and Load Test shall be based upon the Fee Schedule attached and included as Appendix "E".
2. Outage Response Time and Mileage Pricing for Emergency and Non-Emergency Repair and/or Service Calls (outside scheduled annual service/inspection per generator):
 - A) Rate and mileage for maximum **one (1) hour response** to outages at the following locations:
 - 1) Public Safety Building (includes E-911 Center) – 498 Chattin Dr, Canton
 - 2) Adult Detention Center (800 KW) – 498 Chattin Dr, Canton
 - 3) Old 911 Building – 400 East Main St, Canton
 - 4) E-911 Tower Site – 1219 Univeter Rd, Canton
 - 5) Watertank Repeater – Rope Mill Rd at Hwy 5, Woodstock
 - 6) Watertank Repeater – 132 Hickory St, Holly Springs
 - 7) Neese Rd Watertank – 725 Neese Rd, Woodstock
 1. NORMAL BUSINESS HOURS (MONDAY-FRIDAY, 8AM-5PM):
Hourly Rate: \$80.00 Mileage Rate (per mile): \$0.75
 2. OUTSIDE NORMAL BUSINESS HOURS (WEEKENDS, HOLIDAYS, MONDAY-FRIDAY AFTER 5PM AND BEFORE 8AM):
Hourly Rate: \$120.00 Mileage Rate (per mile): \$0.75

B) Rate and mileage for maximum **three (3) hour response** to outages at all other locations:

1. NORMAL BUSINESS HOURS (MONDAY-FRIDAY, 8AM-5PM):
Hourly Rate: \$80.00 Mileage Rate (per mile): \$0.75

2. OUTSIDE NORMAL BUSINESS HOURS (WEEKENDS, HOLIDAYS, MONDAY-FRIDAY AFTER 5PM AND BEFORE 8AM):
Hourly Rate: \$120.00 Mileage Rate (per mile): \$0.75

3. Portable Back-up 800 KW Mobile Generator Pricing shall not exceed as follows:
Rental Per Day.....\$2,340
Rental Per Week\$6,000
Hook up and Disconnect Fee.....\$1,500 each

C. There is no reimbursement for costs incurred outside of hourly technician rate and mileage rate to respond to emergency service calls as outlined in Section III.B.2 above.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Brandon Cummings shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or

County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

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

I. Insurance

(1) Requirements:

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain the following insurance policies with limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims

arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.

- (d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

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

- (5) Acceptability of Insurers:
Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage:
Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors:
Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.
- (8) Claims-Made Policies:
Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee:
The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

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

- (1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, or

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

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

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

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

Consultant agrees that the employee-number category designated below is applicable to the Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- 500 or more employees.
 100 or more employees.
 Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

M. Confidentiality

Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of

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

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

N. Licenses, Certifications and Permits

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

O. Key Personnel

All of the individuals identified in Exhibit "C" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "C", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

This Section does not apply.

P. Authority to Contract

The Consultant covenants and declares that it has obtained all necessary approvals of its

board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

Q. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

R. Nondiscrimination

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and its equipment to all County Sites as listed on the Generator Master List in order for Consultant to complete the Work.

B. County's Representative

The following Department Liaisons shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

Property Management – Matt Williams shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

Sheriff Office – fixed generators – Stephen Fulford shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

Sheriff Office – mobile generators – Paul Mazzuca shall be authorized to act on Consultant’s behalf with respect to the Work as Consultant’s designated representative.

Fire and Emergency Services – fixed and mobile generators – Danny Daniels shall be authorized to act on Consultant’s behalf with respect to the Work as Consultant’s designated representative.

E-911 – Jason Jenkins shall be authorized to act on Consultant’s behalf with respect to the Work as Consultant’s designated representative.

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County’s failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

B. Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

D. The rights and remedies of the County and the Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

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

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes

any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between the Department Liaison for the County and Brandon Cummings for the Consultant.

B. Official Notices

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified

mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Cherokee County Board of Commissioners
Procurement & Risk Management Department
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Power & Energy Services Inc.
PO Box 637
Powder Springs, GA 30127

Future changes in address shall be effective only upon written notice being given by the County to Consultant or by Consultant to County Manager via one of the delivery methods described in this Section.

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement

or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

IN WITNESS WHEREOF the County and the Consultant have executed this Agreement effective as of the date the last Party executes this Agreement.

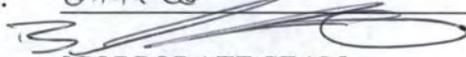
[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

Power And Energy Services

By: Brandon Cummings

Its: Officer



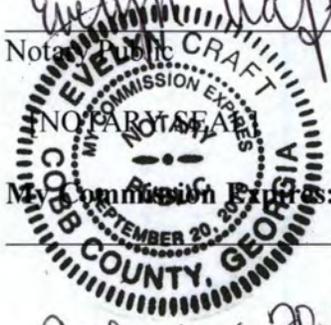
[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

William Craft

Notary Public



September 20, 2016

CHEROKEE COUNTY

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

96269
Federal Work Authorization User Identification Number

1-31-2008
Date of Authorization

Power & Energy Services, Inc.
Name of Contractor

PSA 2014-07
Name of Project

Cherokee County BOC
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 12, 2 2013 in Austell (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

Brandon Cummings, Off. Co.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 2nd DAY OF
December, 2013.

[Signature]



My Commission Expires: 9/20/2016

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

PSA 2014-07
Name of Project

Cherokee County BOC
Name of Public Employer

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

Executed on _____, __, 201__ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

[Insert any list of key personnel pursuant to Section IV(O).]

This Section not used.

APPENDIX "D"

GENERATOR MASTER LIST

TOTAL UNITS: 80
 MOBILE UNITS: 43
 1 HR RESPONSE TIME UNITS: 7

STATIONARY UNITS

	RESPONSIBLE AGENCY	LOCATION ID	Make	KW	ADDRESS	CITY	Fuel	Model	Serial#
1	E-911	Old 911 Bldg (Albert Stone Bldg)	Dayton	40	400 East Main Street	Canton	N/G	9303-1	996588
2	E-911	911 Tower	DMT	22.5	1219 Univeter Road	Canton	L/P	25GH2	95-69921
3	E-911	Watertank Repeater	Generac	8	Rope Mill Rd @ Hwy 5	Woodstock	L/P	9067-0	951665
4	E-911	Watertank Repeater	Generac	10	132 Hickory Street	Holly Springs	L/P	00589-0	2024509
5	E-911	Neese Watertank	Generac	10	725 Neese Rd	Woodstock	L/P	00552-31	5709842
6	Fire Logistics/EMS	Station # 1	Cummins	20	6276 Bells Ferry Road	Acworth	N/G	GGFE7483479	K080222933
7	Fire Logistics/EMS	Station # 2	Generac	10	388 Groover St.	Ball Ground	N/G	5241	4940917
8	Fire Logistics/EMS	Station # 3	Generac	10	3624 Hickory Flat Hwy.	Canton	L/P	5241	4940918
9	Fire Logistics/EMS	Station # 4	Onan	175	9523 Free Home Hwy	Canton	D/F	DGFB-4494097	A010195336
10	Fire Logistics/EMS	Station # 5	Winco	7	10378 E. Cherokee Drive	Canton	N/G	CSAPSS8B/N	29306A98
11	Fire Logistics/EMS	Station # 6	Caterpillar	175	3396 Land Rd	Canton	D/F	D175-2	00C66HM6D01591
12	Fire Logistics/EMS	Station # 7	Generac	20	1530 Barnes Road	Woodstock	N/G	3W109/C	27082787
13	Fire Logistics/EMS	Station # 8	Onan	200	260 Hickory Circle	Holly Springs	D/F	DGFC-5689857	H040678888
14	Fire Logistics/EMS	Station # 9	Generac	10	1398 Reinhardt College Pkwy.	Waleska	N/G	5241	4940920
15	Fire Logistics/EMS	Station # 12	Onan	175	9081 Fincher Road	Waleska	D/F	DGFC-4490958	K000172379
16	Fire Logistics/EMS	Station # 13	Generac	10	2833 Knox Bridge Hwy	Canton	L/P	5241	4940934
17	Fire Logistics/EMS	Station # 15	Generac	10	5804 Yellow Creek Road	Ball Ground	L/P	5241	4940899
18	Fire Logistics/EMS	Station # 17	Generac	15	125 Chickasaw Dr.	Waleska	L/P	43903	4340761
19	Fire Logistics/EMS	Station # 18	Generac	10	5840 Salacoa Road	Waleska	L/P	5241	4940915
20	Fire Logistics/EMS	Station # 19	Onan	250	100 Ridge Mill Ct.	Woodstock	D/F	DQDAA-5748726	B060889205
21	Fire Logistics/EMS	Station # 20	Cummins	20	6724 Bells Ferry Road	Woodstock	N/G	GGFD7483507	K080222932
22	Fire Logistics/EMS	Station # 21	Onan	175	1190 Evenflo Drive	Canton	D/F	DGFB-4490958	K000172380
23	Fire Logistics/EMS	Station # 22	Onan	175	9550 Bells Ferry Road	Canton	D/F	DGFB-4958001	D010230484
24	Fire Logistics/EMS	Station # 23	Onan	175	7625 Vaughn Road	Canton	D/F	DGFB-4958001	D010230483
25	Fire Logistics/EMS	Station # 24	Kohler	150	1000 River Park Blvd.	Woodstock	D/F	150ROZJ	740056
26	Fire Logistics/EMS	Station # 27	Generac	15	Chickasaw Dr.	Waleska	L/P	43903	4340764
27	Fire Logistics/EMS	Station # 32	Generac	10	3644 Sugar Pike Road	Canton	L/P	5241	4340893
28	Property Management	Justice Center	Caterpillar	300	90 North Street	Canton	D/F	SR4	7CF00743
29	Property Management	Historic Courthouse	Onan	20	100 North Street	Canton	D/F	20DKAE	K960622809
30	Property Management	Roads & Bridges	Generac	10	403 Chattin Drive	Canton	N/G	589	2024722
31	Property Management	Admin. Conf. Ctr	Cummins	300	1130 Bluffs Parkway	Canton	D/F	DQHAB7082123	DO80174946
32	Property Management	Fleet Maintenance	Guardian	35	421 Chattin Drive	Canton	N/G	QTO3542GNAN	5058074
33	Property Management	Animal Shelter	Katolight	200	1015 Univeter Road	Canton	D/F	D200FRJ4	WA532017-83075
34	Property Management	Tax Commissioner	Baldor	125	2780 Marietta Hwy	Canton	D/F	1DLC1253JD	P0912010004
35	Sheriff's Office	Sheriff's Office	Cummins	125	498 Chattin Drive	Canton	D/F	6CT8.3GC	221115
36	Sheriff's Office	Detention Center	Spectrum	800	498 Chattin Drive	Canton	D/F	800-DS4	721366
37	Sheriff's Office	South Annex	Caterpillar	175	7545 N. Main Street	Woodstock	D/F	SR4B	9EF02641

MOBILE UNITS

	RESPONSIBLE AGENCY	LOCATION ID	Make	KW	ADDRESS	CITY	Fuel	Model	Serial#	
38	Fire Logistics/EMS	Fire Station # 1	Harrison	6	6276 Bells Ferry Rd	Acworth	PTO driven	HU06 OMCR-16R	F277 928	On Board
39	Fire Logistics/EMS	Fire Station # 3	Vanguard	8	3624 Hickory Flat Hwy.	Canton	GAS	DYNA TELC 9000E/N	88594 J96	On Board
40	Fire Logistics/EMS	Fire Station # 4	Lister Petter	5	9253 Freehome Hwy.	Canton	Diesel	00060929LPA2A079	00071774LPAZA001	On Board
41	Fire Logistics/EMS	Fire Station # 6	Lister Petter	5	3396 Land Rd.	Canton	Diesel	00060929LPA2A079		On Board
42	Fire Logistics/EMS	Fire Station # 7	Harrison	6	1530 Barnes Rd.	Woodstock	PTO driven	HU06.0MCR-16R	F277931	On Board
43	Fire Logistics/EMS	Fire Station # 8	Harrison	15	260 Hickory Rd.	Holly Springs	PTO driven	HU15 ONPC-16DSJ	L985383	On Board
44	Fire Logistics/EMS	Fire Station # 8	Cummins	40	260 Hickory Rd.	Holly Springs	PTO driven	40YD-CR	G04N641375	On Board
45	Fire Logistics/EMS	Fire Station # 12	Lister Petter	5	9081 Fincher Rd.	Waleska	Diesel	00060929LPA2A079	0071777LPA2A001	On Board
46	Fire Logistics/EMS	Fire Station # 12	N/A	25	9081 Fincher Rd.	Waleska	PTO	N/A	N/A	On Board
47	Fire Logistics/EMS	Fire Station # 13	Honda	6.5KW	9081 Fincher Rd.	Waleska	GAS	EM6500SX	N/A	On Board
48	Fire Logistics/EMS	Fire Station # 19	Lister Petter	10.4	100 Ridge Mill Ct.	Acworth	Diesel	00060929LPA2A079	00071788LPA2001	On Board
49	Fire Logistics/EMS	Fire Marshal	Ryobi	2	Logistics	Canton	GAS	ryi2000	N/A	Portable
50	Fire Logistics/EMS	Fire Marshal trailer	Onan	3.6	Bluffs	Canton	LP	N/A	N/A	On Board
51	Fire Logistics/EMS	Fire Marshal truck	Honda	3.3	Bluffs	Canton	GAS	N/A	N/A	Portable
52	Fire Logistics/EMS	Fire Station # 13	Powermate	4	2833 Knox Bridge Hwy.	Canton	GAS	544000	8638575	Portable
53	Fire Logistics/EMS	Fire Station # 15	Cobra	1.5/3.0	5804 Yellow Creek Rd.	Ball Ground	N/A	CPI1575	No Locate	Inverter
54	Fire Logistics/EMS	Fire Station # 18	Coleman	4KW	5840 Salacoa Rd.	Waleska	GAS	PM54-4000	19310361	Portable
55	Fire Logistics/EMS	Fire Station # 19	Honda	6	100 Ridge Mill Ct.	Acworth	GAS	EV-6010	ECB-1018251	On Board
56	Fire Logistics/EMS	Fire Station # 2	Briggs	13500	388 Groover St.	Ball Ground	GAS	30244	1012680065	Portable
57	Fire Logistics/EMS	Fire Station # 20	Honda	2.5	6724 Bells Ferry Rd.	Woodstock	GAS	EP2500CX1	786102003520	Portable
58	Fire Logistics/EMS	Fire Station # 20	Honda	2.3	6724 Bells Ferry Rd.	Woodstock	GAS	EP2500CX1	No Locate	Portable
59	Fire Logistics/EMS	Fire Station # 21	Lister Petter	10.8	1190 Evenflo Dr.	Ball Ground	Diesel	99262369	0109109-25	On Board
60	Fire Logistics/EMS	Fire Station # 21	Onan	6.8	1190 Evenflo Dr.	Ball Ground	GAS	7NHMFA26105H	D000095489	Portable
61	Fire Logistics/EMS	Fire Station # 21	Homelite	5700	1190 Evenflo Dr.	Ball Ground	GAS	HG5700R	CRL0510044	Portable
62	Fire Logistics/EMS	Fire Station # 22	Harrison	6	9550 Bells Ferry Rd.	Canton	PTO driven	6.0MCR-16R	F277930	On Board
63	Fire Logistics/EMS	Fire Station # 23	Lister Petter	5	7625 Vaughn Rd.	Canton	Diesel	00060929LPA2A079	00066043LPA2079	On Board
64	Fire Logistics/EMS	Fire Station # 24	Harrison	10	1000 Riverpark Blvd.	Woodstock	PTO driven	HU10 OMCR-16R	H281549	On Board
65	Fire Logistics/EMS	Fire Station # 24	Lister Petter	5	1000 Riverpark Blvd.	Woodstock	Diesel	00060929LPA2A079	00066043LPA2079	Portable
66	Fire Logistics/EMS	Fire Station # 26	Troy Built	6.2	89 Dogwood Pass	Nelson	GAS	N/A	N/A	Portable
67	Fire Logistics/EMS	Fire Station # 26	Generac	5.55	89 Dogwood Pass	Nelson	GAS	N/A	N/A	Portable
68	Fire Logistics/EMS	Fire Station # 27	Honda	2	1216 Lake Arrowhead Dr	Waleska	GAS	N/A	N/A	N/A
69	Fire Logistics/EMS	Fire Station # 27	Coleman	4	1216 Lake Arrowhead Dr	Waleska	GAS	N/A	N/A	N/A
70	Fire Logistics/EMS	Fire Station # 3	Lister Petter	9.9KW	3624 Hickory Flat Hwy.	Canton	Diesel	00060929LPA2A079	00060930LPA2A079	Portable
71	Fire Logistics/EMS	Fire Station # 3	Pincor	3	3624 Hickory Flat Hwy.	Canton	GAS	RF30HMZ	80-17 108153JR	Portable
72	Fire Logistics/EMS	Fire Station # 32	Harrison	6	3644 Sugar Pike	Canton	PTO	N/A	N/A	N/A
73	Fire Logistics/EMS	Fire Station # 32	Honda	6	3644 Sugar Pike	Canton	GAS	N/A	N/A	N/A
74	Fire Logistics/EMS	Fire Station # 5	Honda	2500 Max output	10378 East Cherokee Dr.	Canton	Gas	EP2500CX1	JH1G8F	Portable
75	Fire Logistics/EMS	Fire Station # 6	Coleman	180	3396 Land Rd.	Canton	GAS	PM0401850	77650337	Portable
76	Fire Logistics/EMS	Fire Station #26	Coleman	2.5	89 Dogwood Pass	Nelson	GAS	N/A	N/A	Portable
77	Sheriff's Office	Sheriff's Office - SWAT	Kohler	20	498 Chattin Drive*	Canton	D/F	20E0RD	2070885	
78	Sheriff's Office	Sheriff's Office - CMD #1	Kohler	20	498 Chattin Drive*	Canton	D/F	20E0RD	2083018	
79	Sheriff's Office	Sheriff's Office - CMD #2	Power Tech	8	498 Chattin Drive*	Canton	D/F	CD8000SI	KNC20DKC7028SI	
80	Sheriff's Office	Sheriff's Office - HNT	Onan	7.5	498 Chattin Drive*	Canton	D/F	CMQD 7500	L020449332	

*these mobile units are stored in the Trucks Garage behind the Public Safety Bldg; arrangements to be made with Deputy Paul Mazzuca at 770-345-3333 for servicing/inspection

RFP 2014-07 PROPOSAL AND ACKNOWLEDGEMENT FORM

1 – ANNUAL SERVICE/INSPECTION AND LOAD TEST PRICING:

The cost for the Annual "Major" Service/Inspection is the total cost for all labor, parts, materials, travel, etc. to perform all services listed in Section VII – B below for all Generators listed in Appendix E. The "Major" service/inspection will be scheduled by the responsible Agency and will take place no less than one time per year. The Annual Service & Load Test pricing counts as 65% of the scoring.

The cost for the Load Test is an annual four (4) hour bank test at 100% load on all Generators listed in Appendix E. The Load Tests must be performed after 5:00PM Monday-Friday and is to be scheduled in advance with each Agency/Department representative. Pricing to perform this testing at all sites must be entered or the Proposal may be deemed "non-responsive". However, there is no guarantee the County will ask the awarded vendor to perform an annual load test at any of the facilities; load testing is at the sole option of the County.

GENERATOR SITE/FACILITY	SIZE (KW)	ADDRESS	COST FOR ANNUAL "MAJOR" SERVICE/ INSPECTION	COST FOR ANNUAL LOAD TEST
E-911 (COUNTY MARSHAL'S OFFICE)				
Albert Stone Bldg.	40	400 East Main Street	300.00	300.00
911 Tower	22.5	1219 Univeter Road	300.00	300.00
Watertank Repeater	8	Rope Mill Rd @ Hwy 5	275.00	300.00
Watertank Repeater	10	132 Hickory Street	275.00	300.00
Neese Watertank	10	725 Neese Rd	275.00	300.00
E-911 SUBTOTAL COST:			\$1425.00	\$1500.00
FIRE STATIONS / EMERGENCY SERVICES				
Station # 1	20	6276 Bells Ferry Road	285.00	300.00
Station # 2	10	388 Groover St.	275.00	300.00
Station # 3	10	3624 Hickory Flat Hwy.	275.00	300.00
Station # 4	175	9523 Free Home Hwy	325.00	450.00
Station # 5	7	10378 E. Cherokee Drive	275.00	300.00
Station # 6	175	3396 Land Rd	325.00	450.00
Station # 7	20	1530 Barnes Road	285.00	300.00
Station # 8	200	260 Hickory Circle	325.00	450.00
Station # 9	10	1398 Reinhardt College Pkwy.	275.00	300.00
Station # 12	175	9081 Fincher Road	325.00	450.00
Station # 13	10	2833 Knox Bridge Hwy	275.00	300.00
Station # 15	10	5804 Yellow Creek Road	275.00	300.00
Station # 17	15	125 Chickasaw Dr.	275.00	300.00
Station # 18	10	5840 Salacoa Road	275.00	300.00
Station # 19	250	100 Ridge Mill Ct.	350.00	450.00
Station # 20	20	6724 Bells Ferry Road	285.00	300.00

Station # 21	175	1190 Everflo Drive	325. ⁰⁰	450. ⁰⁰
Station # 22	175	9550 Bells Ferry Road	325. ⁰⁰	450. ⁰⁰
Station # 23	175	7625 Vaughn Road	325. ⁰⁰	450. ⁰⁰
Station # 24	150	1000 River Park Blvd.	325. ⁰⁰	450. ⁰⁰
Station # 27	15	Chickasaw Dr.	275. ⁰⁰	300. ⁰⁰
Station # 32	10	3644 Sugar Pike Road	275. ⁰⁰	300. ⁰⁰
FIRE/ES SUBTOTAL COST:			\$ 6555.⁰⁰	\$ 7950.⁰⁰
PROPERTY MANAGEMENT				
Justice Center	300	90 North Street	350. ⁰⁰	450. ⁰⁰
Historic Courthouse	20	100 North Street	285. ⁰⁰	300. ⁰⁰
Roads & Bridges	10	403 Chattin Drive	275. ⁰⁰	300. ⁰⁰
Admin. Conf. Ctr	300	1130 Bluff's Parkway	350. ⁰⁰	450. ⁰⁰
Fleet Maintenance	35	421 Chattin Drive	300. ⁰⁰	300. ⁰⁰
Animal Shelter	200	1015 Univeter Road	350. ⁰⁰	450. ⁰⁰
Tax Commissioner	125	2780 Marietta Hwy	325. ⁰⁰	450. ⁰⁰
PROPERTY MANAGEMENT SUBTOTAL COST:			\$ 2235.⁰⁰	\$ 2700.⁰⁰
SHERIFF'S OFFICE				
Sheriff's Office	125	498 Chattin Drive	325. ⁰⁰	450. ⁰⁰
Detention Center	800	498 Chattin Drive	800. ⁰⁰	995. ⁰⁰
South Annex	175	7545 N. Main Street	325. ⁰⁰	450. ⁰⁰
SHERIFF'S OFFICE SUBTOTAL COST:			\$ 1450.⁰⁰	\$ 1895.⁰⁰
TOTAL COUNTY COST:			\$ 11,665.⁰⁰	\$ 14,045.⁰⁰

2 - OUTAGE RESPONSE TIME AND MILEAGE PRICING

A) Rate and mileage for maximum one (1) hour response to outages at the following locations (those Generators listed in red on the Appendix E):

- 1) Public Safety Building (includes E-911 Center) - 498 Chattin Dr, Canton
- 2) Adult Detention Center (800 KW) - 498 Chattin Dr, Canton
- 3) Old 911 Building - 400 East Main St, Canton
- 4) E-911 Tower Site - 1219 Univeter Rd, Canton
- 5) Watertank Repeater - Rope Mill Rd at Hwy 5, Woodstock
- 6) Watertank Repeater - 132 Hickory St, Holly Springs
- 7) Neese Rd Watertank - 725 Neese Rd, Woodstock

1. NORMAL BUSINESS HOURS (MONDAY-FRIDAY, 8AM-5PM) - COUNTS AS 20% OF SCORING:

Hourly Rate: \$ 80.⁰⁰
Mileage Rate (per mile): \$.75

2. OUTSIDE NORMAL BUSINESS HOURS (WEEKENDS, HOLIDAYS, MONDAY-FRIDAY AFTER 5PM AND BEFORE 8AM):

Hourly Rate: \$ 120.⁰⁰
Mileage Rate (per mile): \$.75

B) Rate and mileage for maximum **three (3) hour response** to outages at all other locations:

1. NORMAL BUSINESS HOURS (MONDAY-FRIDAY, 8AM-5PM) – COUNTS AS 15% OF THE SCORING:

Hourly Rate: \$ 80.00

Mileage Rate (per mile): \$.75

2. OUTSIDE NORMAL BUSINESS HOURS (WEEKENDS, HOLIDAYS, MONDAY-FRIDAY AFTER 5PM AND BEFORE 8AM):

Hourly Rate: \$ 120.00

Mileage Rate (per mile): \$.75

3 – MOBILE (TEMPORARY) GENERATOR PRICING - In the event the 800 KW generator at 498 Chattin Drive in Canton (Public Safety Building [includes E-911 Center] and Adult Detention Center) were to fail and could not be repaired for an extended period, the County is requesting pricing to provide a backup portable generator that could be transported to the facilities and connected by the Vendor. A proposed timeline (estimated response and hook up time) is part of the required pricing in this Section. If a proposed timeline is not included, the Proposal will be deemed “non-responsive”. Pricing should include labor, travel, equipment, materials and all other related/incidental costs borne by the Vendor to transport, “install”, hookup and bring online the portable generator.

800KW at Adult Detention Center

Rental per day \$ 2340.00

Rental per week \$ 6000.00

Hook up and disconnect fee \$ 1500.00 each

Proposed timeline: 2-6 hours to have transported and

hooked up once approval is given. Generator will be delivered with fuel and must be returned with the same amount. Fuel is never included in rentals.

RESPONSIBLE AGENCY	LOCATION ID	Make	KW	ADDRESS	CITY	Fuel	Model	Serial#		ANNUAL SERVICE	ANNUAL
										INSPECTION/TEST	LOAD TEST
38 Fire Logistics/EMS	Fire Station # 1	Harrison	6	6276 Bells Ferry Rd	Acworth	PTO driven	HU06 OMCR-16R	F277 928	On Board	45.00	100.00
39 Fire Logistics/EMS	Fire Station # 3	Vanguard	8	3624 Hickory Flat Hwy.	Canton	GAS	DYNA TELC 9000E/N	88594 J96	On Board	45.00	100.00
40 Fire Logistics/EMS	Fire Station # 4	Lister Petter	5	9253 Freehome Hwy.	Canton	Diesel	00060929LPA2A079	00071774LPAZA001	On Board	45.00	100.00
41 Fire Logistics/EMS	Fire Station # 6	Lister Petter	5	3396 Land Rd.	Canton	Diesel	00060929LPA2A079		On Board	45.00	100.00
42 Fire Logistics/EMS	Fire Station # 7	Harrison	6	1530 Barnes Rd.	Woodstock	PTO driven	HU06.0MCR-16R	F277931	On Board	45.00	100.00
43 Fire Logistics/EMS	Fire Station # 8	Harrison	15	260 Hickory Rd.	Holly Springs	PTO driven	HU15.ONPC-16DSJ	L985383	On Board	45.00	100.00
44 Fire Logistics/EMS	Fire Station # 8	Cummins	40	260 Hickory Rd.	Holly Springs	PTO driven	40YD-CR	G04N641375	On Board	45.00	100.00
45 Fire Logistics/EMS	Fire Station # 12	Lister Petter	5	9081 Fincher Rd.	Waleska	Diesel	00060929LPA2A079	0071777LPA2A001	On Board	45.00	100.00
46 Fire Logistics/EMS	Fire Station # 12	N/A	25	9081 Fincher Rd.	Waleska	PTO	N/A	N/A	On Board	45.00	100.00
47 Fire Logistics/EMS	Fire Station # 13	Honda	6.5KW	9081 Fincher Rd.	Waleska	GAS	EM6500SX	N/A	On Board	45.00	100.00
48 Fire Logistics/EMS	Fire Station # 19	Lister Petter	10.4	100 Ridge Mill Ct.	Acworth	Diesel	00060929LPA2A079	00071788LPA2001	On Board	45.00	100.00
49 Fire Logistics/EMS	Fire Marshal	Ryobi	2	Logistics	Canton	GAS	ryi2000	N/A	Portable	45.00	100.00
50 Fire Logistics/EMS	Fire Marshal trailer	Onan	3.6	Bluffs	Canton	LP	N/A	N/A	On Board	45.00	100.00
51 Fire Logistics/EMS	Fire Marshal truck	Honda	3.3	Bluffs	Canton	GAS	N/A	N/A	Portable	45.00	100.00
52 Fire Logistics/EMS	Fire Station # 13	Powermate	4	2833 Knox Bridge Hwy.	Canton	GAS	544000	8638575	Portable	45.00	100.00
53 Fire Logistics/EMS	Fire Station # 15	Cobra	1.5/3.0	5804 Yellow Creek Rd.	Ball Ground	N/A	CPI1575	No Locate	Inverter	45.00	100.00
54 Fire Logistics/EMS	Fire Station # 18	Coleman	4KW	5840 Salacoa Rd.	Waleska	GAS	PMS4-4000	19310361	Portable	45.00	100.00
55 Fire Logistics/EMS	Fire Station # 19	Honda	6	100 Ridge Mill Ct.	Acworth	GAS	EV-6010	ECB-1018251	On Board	45.00	100.00
56 Fire Logistics/EMS	Fire Station # 2	Briggs	13500	388 Groover St.	Ball Ground	GAS	30244	1012680065	Portable	45.00	100.00
57 Fire Logistics/EMS	Fire Station # 20	Honda	2.5	6724 Bells Ferry Rd.	Woodstock	GAS	EP2500CX1	786102003520	Portable	45.00	100.00
58 Fire Logistics/EMS	Fire Station # 20	Honda	2.3	6724 Bells Ferry Rd.	Woodstock	GAS	EP2500CX1	No Locate	Portable	45.00	100.00
59 Fire Logistics/EMS	Fire Station # 21	Lister Petter	10.8	1190 Evenflo Dr.	Ball Ground	Diesel	99262369	0109109-25	On Board	45.00	100.00
60 Fire Logistics/EMS	Fire Station # 21	Onan	6.8	1190 Evenflo Dr.	Ball Ground	GAS	7NHMFA26105H	D000095489	Portable	45.00	100.00
61 Fire Logistics/EMS	Fire Station # 21	Homelite	5700	1190 Evenflo Dr.	Ball Ground	GAS	HG5700R	CRL0510044	Portable	45.00	100.00
62 Fire Logistics/EMS	Fire Station # 22	Harrison	6	9550 Bells Ferry Rd.	Canton	PTO driven	6.0MCR-16R	F277930	On Board	45.00	100.00
63 Fire Logistics/EMS	Fire Station # 23	Lister Petter	5	7625 Vaughn Rd.	Canton	Diesel	00060929LPA2A079	00066043LPA2079	On Board	45.00	100.00
64 Fire Logistics/EMS	Fire Station # 24	Harrison	10	1000 Riverpark Blvd.	Woodstock	PTO driven	HU10 OMCR-16R	H281549	On Board	45.00	100.00
65 Fire Logistics/EMS	Fire Station # 24	Lister Petter	5	1000 Riverpark Blvd.	Woodstock	Diesel	00060929LPA2A079	00066043LPA2079	Portable	45.00	100.00
66 Fire Logistics/EMS	Fire Station # 26	Troy Built	6.2	89 Dogwood Pass	Nelson	GAS	N/A	N/A	Portable	45.00	100.00
67 Fire Logistics/EMS	Fire Station # 26	Generac	5.55	89 Dogwood Pass	Nelson	GAS	N/A	N/A	Portable	45.00	100.00
68 Fire Logistics/EMS	Fire Station # 27	Honda	2	1216 Lake Arrowhead Dr	Waleska	GAS	N/A	N/A	N/A	45.00	100.00
69 Fire Logistics/EMS	Fire Station # 27	Coleman	4	1216 Lake Arrowhead Dr	Waleska	GAS	N/A	N/A	N/A	45.00	100.00
70 Fire Logistics/EMS	Fire Station # 3	Lister Petter	9.9KW	3624 Hickory Flat Hwy.	Canton	Diesel	00060929LPA2A079	00060930LPA2A079	Portable	45.00	100.00
71 Fire Logistics/EMS	Fire Station # 3	Pincor	3	3624 Hickory Flat Hwy.	Canton	GAS	RF30HMZ	80-17 108153JR	Portable	45.00	100.00
72 Fire Logistics/EMS	Fire Station # 32	Harrison	6	3644 Sugar Pike	Canton	PTO	N/A	N/A	N/A	45.00	100.00
73 Fire Logistics/EMS	Fire Station # 32	Honda	6	3644 Sugar Pike	Canton	GAS	N/A	N/A	N/A	45.00	100.00
74 Fire Logistics/EMS	Fire Station # 5	Honda	output	10378 East Cherokee Dr.	Canton	Gas	EP2500CX1	JH1G8F	Portable	45.00	100.00
75 Fire Logistics/EMS	Fire Station # 6	Coleman	180	3396 Land Rd.	Canton	GAS	PM0401850	77650337	Portable	45.00	100.00
76 Fire Logistics/EMS	Fire Station #26	Coleman	2.5	89 Dogwood Pass	Nelson	GAS	N/A	N/A	Portable	45.00	100.00
77 Sheriff's Office	Sheriff's Office - SWAT	Kohler	20	498 Chattin Drive	Canton	D/F	20E0RD	2070885		45.00	100.00
78 Sheriff's Office	Sheriff's Office - CMD #1	Kohler	20	498 Chattin Drive	Canton	D/F	20E0RD	2083018		45.00	100.00
79 Sheriff's Office	Sheriff's Office - CMD #2	Power Tech	8	498 Chattin Drive	Canton	D/F	CD8000SI	KNC20DKC7028SI		45.00	100.00
80 Sheriff's Office	Sheriff's Office - HNT	Onan	7.5	498 Chattin Drive	Canton	D/F	CMQD 7500	L020449332		45.00	100.00

POWER & ENERGY SERVICES INC. TM

Your Generator Total Solutions Provider TM
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North American Headquarters
770-739-9112 main
770-739-9115 fax
www.PandEservices.com
P. O. Box 637
Powder Springs, GA 30127
*(all inquiries and services are routed
through our HQ for every state branch.)*

11-21-2013

Cherokee County
Procurement & Risk Management Dept.
1130 Bluffs Parkway
Canton, GA 30144
Attn: Kristi Thompson

Ms. Thompson,

We are in receipt of your email requesting information and confirmation in reference to our proposal submitted for *RFP 2014-07 "Generator Maintenance"*. With complete understanding to the reason for eth request, I will share a few key points with you. I will also confirm we have carefully reviewed the bid documentation and are in agreement with said documents and have submitted an accurate proposal.

- PSA# 2009-12 was unfortunately canceled early for the one reason that we did misunderstand a request to have coolant changed annually on all units. Performing the task is not an issue but at that time we did not price it in the proposal. For whatever reason; RFP 2012-15 that was subsequently released and the current RFP 2014-07 has since removed that verbiage and request.
- The price reduction you see is reflected in the reduction in cost for load banking. Our costs have changed for this service and are reflected in those price reductions. We understand all specifications you have listed for load banking. The cost of the maintenance has changed since 2009 due to changes in material costs. Since we did not price changing coolant in 2009 and that is no longer a request, our prices will be relatively close to the same as the specs are close to the same.

In closing we don't have on record any concerns over our quality of work. In fact during your most recent RFP 2012-15, we have been contacted a couple times by Mr. Ron Quakenbush with Cherokee Fire as he wanted to ensure his current contractor was doing things correctly on a job, asked for a quote to double check prices, and needed over the phone troubleshooting assistance. This provides some evidence to the knowledge and high quality of work our company provides.

Located in neighboring Cobb County, and having technicians and employees in Cherokee and Cobb Counties, we offer piece of mind in quick response to emergencies and reduced costs as they may relate to any need you have. Our company has continued grow and operate in a customer driven professional manor and has never had a contract canceled prior or after. Our team of employees genuinely enjoyed working with all departments of Cherokee County and has looked forward to the day we could call you our customer once again.

Sincerely,
Brandon Cummings, & the
Power And Energy Services Team

PROPOSAL ACKNOWLEDGEMENT AND SIGNATURE FORM

I hereby acknowledge that I, as the Proposer:

- a) Confirm the pricing outlined above is in accordance with Section VII – Specifications of the Request for Proposal No. 2014-07: EMERGENCY AND ROUTINE MAINTENANCE OF GENERATORS; and
- b) Have read and understand the requirements of this RFP 2014-07; and
- c) Will comply with all requirements and specifications as outlined in this RFP 2014-07; and
- d) Have received, read and understand the Addenda up to and including No. 2; and
(Fill in highest # received)
- e) Am duly authorized to execute and submit the Proposal documents.

Name of Company: Power And Energy Services, Inc
Address: PO Box 637
City: Powder Springs State: GA Zip: 30127
Representative: Brandon Cummings
(printed name)
Signature: 
Title: owner
Telephone: 770-739-9112 Fax: 770-739-9115
E-Mail Address: brandon.c@pandEservices.com

PROPOSAL NOTES: _____



Cherokee County, Georgia Agenda Request

SUBJECT: IGA/Resolution – Georgia Public Safety Training Center MEETING DATE: 12.17.2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve Resolution agreeing to convey 1.7 acre premises, together with a 2,464 square foot live ammunition training course (shoot house), and Intergovernmental Agreement (IGA) between Cherokee County and the State of Georgia through the Georgia Public Safety Training Center (GPSTC) for joint use of shoot house and Roger Garrison Law Enforcement Training Center.

FACTS AND ISSUES:

The State of Georgia has agreed to pay \$700,000 for the 1.7 acre parcel, including the shoot house. The appraisal of the land and cost to build the shoot house and improvements totaled \$712,098.

Land Appraisal -	\$170,000
Shoot House-	\$317,609
Site Prep and foundation-	\$ 24,846
Metal Building covering shoot house-	<u>\$199,643</u>
Total	\$712,098

The Intergovernmental Agreement (IGA) provides the following:

1. GPSTC and Cherokee will jointly use the shoot house and Roger Garrison Law Enforcement Training Center.
2. GPSTC will pay \$1,270 per month for reimbursement of utilities for the shoot house, including a provision authorizing a 5% annual increase.
3. 50-year agreement.

BUDGET:

Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget:	

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.

Contract: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review and approval by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve Resolution and IGA

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

RESOLUTION

THE SALE OF REAL PROPERTY TO THE STATE OF GEORGIA THROUGH THE GEORGIA PUBLIC SAFETY TRAINING CENTER

A resolution with regards to the conveyance of the 1.17 acre premises, together with a 2,464 square foot live ammunition training course, tenements, and appurtenances, to the State of Georgia through the Georgia Public Safety Training Center.

WHEREAS, Cherokee County owns a 140 acre parcel located on Chattin Road and Univeter Road in Tax Parcel 15N13 148, recorded in Plat Book 6, Page 137; and

WHEREAS, the Cherokee County Board of Commissioners, the governing authority of Cherokee County, determined that a 1.7 acre tract of the 140 acre parcel and 2,464 square foot live ammunition training course, tenements, and appurtenances, has a value of \$700,000; and

WHEREAS, the Cherokee County Board of Commissioners desires to sell the 1.7 acre property and improvements to the State of Georgia through the Georgia Public Safety Training Center for \$700,000, contingent upon approval of a mutually acceptable Intergovernmental Agreement between Cherokee County and the Georgia Public Safety Training Center;

NOW, THEREFORE, BE IT RESOLVED that the Cherokee County Board of Commissioners, agrees to sell 1.7 acre property and improvements, to the State of Georgia for use as a live ammunition training course.

ADOPTED THIS 17TH DAY OF DECEMBER, 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L. B. "Buzz" Ahrens, Chairman

ATTEST:

Christy Black, County Clerk

- FIELD BOOK, N/S, PAGE, N/S, FILE, 0544
- LEGEND:
- 1) I.P.S. - IRON PIN SET (5/8" REBAR AREA, 1/2" REBAR)
 - 2) R.P.F. - IRON PIN FOUND
 - 3) R. OR REBAR - REBARING BAR
 - 4) D.E. - DRAINAGE EASEMENT
 - 5) L.L.L. - LAND LOT LINE
 - 6) R/W - RIGHT OF WAY
 - 7) C - CENTERLINE
 - 8) P - PROPERTY LINE
 - 9) F.P. - POWER & (OH) PHONE POLE
 - 10) --- --- OVERHEAD POWER LINE
 - 11) --- --- FENCE (APPROX. LOC.)
 - 12) --- --- C - STREAM (APPROX. LOC.)
 - 13) --- --- DITCH (APPROX. LOC.)
 - 14) I.P. - IRON PIN

GLOBAL POSITIONING SYSTEMS ACCURACY STATEMENT:
 CERTAIN DATA SHOWN ON THIS PLAT WAS OBTAINED UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A TRIMBLE 5800 GPS RECEIVER WITH A TRIMBLE 1522 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA AN INTERNET CONNECTION WITH GPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY GPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.05 FEET HORIZONTAL AND 0.07 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.

F.E.M.A. NATIONAL FLOOD INSURANCE PROGRAM (N.F.I.P.) FLOOD INSURANCE RATE MAP, MAP NO. 1305700253E, REVISED 02-29-05, SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

- NOTES:
- 1.) SOME UNDERGROUND UTILITIES AND UTILITY EASEMENTS, IF ANY, MAY NOT BE SHOWN.
 - 2.) THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS, BOTH RECORDED AND UN-RECORDED.
 - 3.) OVERHEAD UTILITY EASEMENTS, IF ANY, MAY NOT BE SHOWN.
 - 4.) SOME EXISTING IMPROVEMENTS MAY NOT BE SHOWN.
 - 5.) SOME FENCES MAY NOT BE SHOWN.
 - 6.)
 - 7.)

- REFERENCE PLATS:
- 1.) BOUNDARY SURVEY AND TOPOGRAPHICAL MAP FOR: CHEROKEE COUNTY, DATED: JUNE 23, 2010, BY: MICHAEL C. MARTIN, R.L.S. NO. 2149, JOB NO. 10-0250-100.
 - 2.)



NOTE:
 THIS PARCEL ORIGINATED IN DEED BOOK 55, PAGE 401.

CERTIFICATE OF SURVEYOR

I, hereby certify to all parties interested in the title to the tract(s) of land (hereinafter otherwise stated, hereinafter collectively referred to in the certificate and herein as "The Land") surveyed and platted herein, that this plat: (A) is the result of a field survey and is an accurate, current and complete representation of the land surveyed and platted herein; (B) was prepared in conformity with, pursuant to, and is in compliance with: (1) the minimum standards and requirements of law; (2) OCGA §§ 15-6-67 - 69 amended through the date of this certificate; and (3) all applicable local county and municipal ordinances, statutes and specifications; (C) shows that the land is tied in compliance with OCGA §§ 44-4-20 - 31 as amended through the date of this certificate to the Georgia Coordinate System of 1985, West Zone, and shows the state plane coordinates of at least two permanent monuments on the survey, expressed in American Survey Feet, and also shows when a National Geodetic Survey monument is within 500 feet of any point on the property surveyed or platted, or any point of reference shown herein; (D) shows that all bearings are referenced to GAD 84 North, Georgia Coordinate System of 1985, West Zone; (E) shows that all corners have been established and marked by either iron pins or concrete monuments which have been found, verified, labeled as to type and left in place; (F) labels herein a point of beginning which is located on the perimeter boundary; (G) shows herein in a "legend" the meanings of all abbreviations and symbols used; (H) shows herein the number, date and nature of all revisions of this plat; (I) is eligible for recording to the Plat Book records in the office of the Clerk of Superior Court of any county or counties in which the Land totally or partially lies, and clearly indicates acres, land lots, sections, districts or counties; and (J) incorporates each specially required item as set out in all certain previous agreements regarding this plat between the undersigned and Georgia Public Safety Training Center agency; and (K) an area map indicating the location of the property.

Michael C. Martin
 Michael C. Martin,
 Georgia Registered Land Surveyor No. 2149
 Phone: 770-925-0200
 Email: MCMRLS@GMAIL.COM

TITLE BLOCK FOR SURVEYS

Survey for State of Georgia
 Department of Georgia Public Safety Training Center
 Cherokee County Sheriff's Shoot House Tract
 1.75 Acres
 Land Lot 92, 2nd Section, 15th District
 Cherokee County, Georgia

STATE PLANE COORDINATES
 (GA WEST ZONE)
 N 1527023.32
 E 2198254.65

P.O.B.
 STATE PLANE COORDINATES
 (GA WEST ZONE)
 N 1526903.57
 E 2198248.56



AREA = 1.70 ACRES



Michael C. Martin



GRAPHIC SCALE - FEET

MARTIN LAND SURVEYING, P.C.
 MICHAEL C. MARTIN, R.L.S.

104 HAYGOOD DRIVE
 WOODSTOCK, GEORGIA 30188
 PHONE: (770) 926-0200

MCM LAND SURVEYING
 SUBDIVISION
 LAND PLANNING

MEMBER:
 SURVEYING & MAPPING SOCIETY OF GEORGIA
 AND
 AMERICAN CONGRESS ON SURVEYING & MAPPING

BOUNDARY SURVEY FOR -
 CHEROKEE COUNTY SHERIFF'S SHOOT HOUSE

LAND LOT(S) - 92
 DISTRICT - 15, SECTION - 2
 CITY: CHEROKEE COUNTY, GEORGIA

PREPARED: SEPTEMBER 08, 2013 SCALE: 1" = 40 FT.
 DRAWN BY: MIKE HUGHES, RLS
 DWG FILE: 544113C.dwg
 JOB NO. 13-5441-13C

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN N/A FEET AND AN ANGULAR ERROR OF 1/24 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.

EQUIPMENT USED FOR MEASUREMENTS:
 LEICA TC1610 AND/OR GEODIMETER 608 F/600TC AND/OR TRIMBLE 5800 GPS

* ALL MATTERS OF TITLE ARE EXCEPTED *

EXHIBIT "A"

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 92 OF THE 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (NO. 5 REBAR) HAVING A STATE PLANE COORDINATE VALUE OF NORTH 1526903.57 AND EAST 2198248.56; THENCE NORTH 55 DEGREES 58 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 50.75 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY (60 FOOT RIGHT OF WAY) OF CHATTIN DRIVE; THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF CHATTIN DRIVE THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 53 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 31.06 FEET TO A POINT;
NORTH 22 DEGREES 18 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 43.26 FEET TO A POINT;
NORTH 17 DEGREES 59 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 32.92 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY AND RUNNING SOUTH 80 DEGREES 40 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 202.31 FEET TO AN IRON PIN SET (NO. 5 REBAR); THENCE SOUTH 05 DEGREES 13 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 37.86 FEET TO AN IRON PIN SET (NO. 5 REBAR); THENCE SOUTH 82 DEGREES 07 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 90.35 FEET TO AN IRON PIN SET (NO. 5 REBAR); THENCE NORTH 08 DEGREES 09 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 127.01 FEET TO A POINT; THENCE SOUTH 88 DEGREES 42 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 98.89 FEET TO A POINT; THENCE SOUTH 13 DEGREES 57 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 345.85 FEET TO A POINT; THENCE NORTH 62 DEGREES 11 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 358.66 FEET TO AN IRON PIN SET , AND THE POINT OF BEGINNING. SAID PROPERTY CONTAINING 1.70 ACRES ACCORDING TO A BOUNDARY SURVEY FOR CHEROKEE COUNTY SHERIFF'S SHOOT HOUSE, PREPARED BY MICHAEL C. MARTIN, GEORGIA R.L.S. NO. 2149, OF MARTIN LAND SURVEYING, P.C., DATED: SEPTEMBER 09, 2013, A COPY OF SAID PLAT BEING LABELED EXHIBIT "A-1" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Counterpart No. _____

Of 2 Original Executed Counterparts.

Counterpart Of The _____

STATE OF GEORGIA :

COUNTY OF CHEROKEE :

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into as of this ____ day of December, 2013, by and between the STATE OF GEORGIA acting by and through its GEORGIA PUBLIC SAFETY TRAINING CENTER, (hereinafter referred to as "GPSTC"), whose address for purposes of this Agreement is 1000 Indian Springs Drive, Forsyth, Georgia, 31029 and CHEROKEE COUNTY (hereinafter referred to as "Cherokee"), whose address for purposes of this Agreement is 1130 Bluffs Parkway, Canton, Georgia, 30114. "Party" shall be construed to mean either GPSTC or Cherokee, as appropriate, and "Parties" shall be construed to mean both GPSTC and Cherokee.

WITNESSETH:

1.

PREMISES

1.1 For and in consideration of the consideration, terms, provisions, and conditions hereinafter set forth to be kept and performed by Cherokee, GPSTC hereby rents unto Cherokee, and Cherokee hereby takes and hires from GPSTC, upon the terms, provisions, and conditions hereinafter set forth, the real property (hereinafter referred to as "1.7 Acre Premises") described in Exhibit "A," attached hereto and incorporated by reference herein, together with all the improvements (including 6,499 square foot metal building housing 2,464 square foot live ammunition training course), tenements, and appurtenances thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times, upon the terms and conditions herein stated.

1.2 For and in consideration of the rental, terms, provisions, and conditions hereinafter set forth to be kept and performed by GPSTC, Cherokee hereby rents unto GPSTC, and GPSTC hereby takes and hires from Cherokee, upon the terms, provisions, and conditions hereinafter set forth, portions of the Cherokee County Sheriff's Training Facility (hereinafter referred to as "Training Facility Premises") described in Exhibit "B," attached hereto and incorporated by reference herein, located at 516 Chattin Drive, Canton,

JOINT USE OF PREMISES

2.1 Cherokee may use the 1.7 Acre Premises for live ammunition training activities and parking as agreed upon by GPSTC's Regional Training Manager and Cherokee's training director. At Cherokee's own expense, Cherokee shall promptly comply with all building code and other requirements of any local, state, or federal law or regulation required by Cherokee's use of the Premises.

2.2 The following areas of the Training Facility Premises identified and depicted on Exhibit "B" shall be used exclusively by GPSTC: two (2) "State Classrooms"; one (1) "State Clerical area"; and three (3) "State Offices". GPSTC may exclusively utilize the Defense Tactics Training Room during any eleven (11) week training program conducted by GPSTC. GPSTC may use other portions of the Training Facility Premises specified in this paragraph and identified on Exhibit "B" as agreed upon by GPSTC's Regional Training Manager and Cherokee's training director, specifically to wit: GPSTC may use the Weapons Maintenance Room and the outdoor firing range adjacent to the Training Facilities Premises for one (1) week during every eleven (11) week training program conducted by GPSTC at the Training Facility Premises. GPSTC shall make reasonable use of the common areas at the Training Facilities Premises, including, but not limited to, hallways, the break room, the library, and restrooms. GPSTC may use parking located adjacent to the Training Facility Premises. GPSTC may make reasonable use of other Cherokee facilities located adjacent to the Training Facility Premises upon prior written approval of Cherokee's training director.

2.3 The Parties shall not: (i) use either Premises for any illegal purpose, nor for any purpose that is injurious to the health, safety, and welfare of the public or that may jeopardize insurance coverage of either Premises; or (ii) commit, or suffer to be committed, any waste in or on either Premises; or (iii) create or permit any nuisance in or on either Premises. The Parties hereby covenant to each other that no hazardous substances, as defined by any federal, state, or local law, will be used or generated on either Premises without prior written notice to the other Party and without strict compliance with all applicable local, state, and federal, state, or local laws.

2.4 The Parties accept the respective demised premises in their present condition and as suited for the use intended by each respective Party.

TERM

3.1 The effective date of this Agreement shall be the date that title to the 1.7 Acre Premises transfers from Cherokee to GPSTC (hereinafter "Effective Date"). The term of this Agreement shall be fifty (50) years, commencing on the Effective Date and terminating fifty (50) years thereafter, unless sooner terminated by mutual written agreement of the Parties.

4.

RENTAL

4.1 Neither Party shall pay rent to the other party under this Agreement, it being agreed between the Parties that the respective obligations of each party under this Agreement constitute adequate consideration in support of this Agreement.

5

UTILITIES

5.1 Cherokee shall be responsible for the payment of all utility bills for the 1.7 Acre Premises and the Training Facility Premises, including power, water, sewer, natural gas, phone service, internet service, and cleaning services, provided that GPSTC shall reimburse Cherokee for such costs in the amount of \$1,270.00 per month ("GPSTC Monthly Utility Reimbursement"). Cherokee shall have the right, but not the obligation, annually to increase the GPSTC Monthly Utility Reimbursement by up to five percent (5%) by providing written notice of such increase to GPSTC which notice shall specify the amount of the increase, and such notice shall be received by GPSTC not less than thirty (30) days prior to the annual anniversary of the Effective Date of this Agreement.

6.

MAINTENANCE AND REPAIRS

6.1 Cherokee shall be responsible for all maintenance and repairs regarding the 1.7 Acre Premises. Regarding the Training Facility Premises, Cherokee will be responsible for all maintenance and repairs, except that GPSTC will be responsible for maintenance and repairs of the portions of the Training Facility Premises regarding which GPSTC enjoys the exclusive use of as set forth in Sec. 2.2 above.

7.

HOLD HARMLESS

7.1 The rights and privileges hereby granted to each Party are to be used and enjoyed at the sole risk and responsibility of such Party.

7.2. Neither Party shall do or permit to be done in, on, upon, from, to or about its respective Premises any act or thing, which will invalidate the insurance contracts pertaining to the Premises.

8.

DESTRUCTION OR DAMAGE TO PREMISES

8.1 If either Premises are totally destroyed or rendered untenable by storm, fire, earthquake, hurricane, or other natural catastrophe, this Agreement shall terminate regarding such Premises as of the date of such total destruction or untenability, with no obligation of either Party to rebuild or provide other rental premises for the other Party. Any rental or other obligations accrued by or to the Parties to this Agreement shall be accounted for between GPSTC and Cherokee as of the date when the Premises were destroyed or rendered untenable.

9.

TRANSFER, SUBLETTING AND ASSIGNMENT

9.1 Neither Party shall transfer, assign, or sublet this Agreement or any right or privilege under this Agreement without the prior, express, and written consent of the other Party. Either Party, in its sole discretion, may withhold or refuse to give its consent to any proposed transfer, subletting, or assignment and to any proposed use or occupancy by any party other than a Party to this Agreement. Any transfer, subletting, or assignment without the prior, express, and written consent of the other Party shall be void and shall, at the option of the first Party, terminate this Agreement. Either Party's consent to one transfer, subletting, assignment, use, or occupancy of the Premises by a party other than a Party to this Agreement shall not constitute a waiver of the first Party's rights in this paragraph, and each subsequent transfer, subletting, assignment, use or occupancy of the Premises by a party other than a Party to this Agreement shall require the first Party's consent in accordance with this Paragraph.

10.

FIXTURES AND PERSONAL PROPERTY

10.1 Each Party may install and operate in and on its respective Premises such fixtures and personal property as is required for its permitted use of such Premises. Each Party acknowledges that it bears all risk of loss of such fixtures and personal property and further acknowledges that it should mitigate the risk of loss by a program of commercial insurance or self-insurance. At any time before the expiration or termination of this agreement, each Party shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture which it has placed in or upon the Premises.

11.

NO ESTATE

11.1 This Agreement shall create the relationship of landlord and tenant, otherwise known as a usufruct, and no estate shall pass between the Parties. Neither Party's interest in this Agreement is subject to levy and sale.

12.

TERMINATION AND NO HOLDING OVER

12.1 Each Party shall vacate its respective Premises promptly upon termination of this Agreement. Any holding over or continued use or occupancy of such Premises by either Party after termination of this Agreement without the express written consent of the other Party shall not constitute a Tenancy-At-Will, but a Tenancy-At-Sufferance and shall require vacation of the Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law. The Parties agree that the provisions of O.C.G.A. §44-7-50 *et. seq.* shall apply, permitting summary dispossession.

12.2 Upon any such termination, each Party shall surrender the respective Premises to the other Party and remove all personal property from the same, and without requiring legal action to be taken by the other Party, the other Party may enter in and upon such Premises and take immediate possession and control of the Premises to the complete exclusion of the other Party.

12.3 Each Party agrees to return the respective Premises to the other Party upon the expiration or termination of this Agreement in as good condition and repair as when first received, normal wear and tear excepted.

13.

NO ABANDONMENT

13.1 Each Party shall occupy its respective Premises continuously throughout the term of this Agreement and shall not for any cause whatsoever, unless otherwise specifically permitted under this Agreement, desert, surrender, abandon, or cease operation of such Premises during the term of this Agreement.

14.

GOVERNING LAW

14.1 This Agreement shall be governed by, construed under, and performed and enforced in accordance with the laws of the State of Georgia.

15.

NON-DISCRIMINATION

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

16.

ENTIRE AGREEMENT

16.1 This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, related to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, GPSTC and Cherokee, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

GPSTC:

**STATE OF GEORGIA, Acting by and
Through Its GEORGIA PUBLIC SAFETY
TRAINING CENTER**

BY: _____
Timothy J. Bearden, Director

Signed, sealed, and delivered
as to GPSTC in the presence of:

Unofficial Witness

Office Witness, Notary Public

My commissioner expires: _____

(Notary Public Seal Affixed Here)

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

CHEROKEE:

CHEROKEE COUNTY

BY: _____
L. B. Ahrens, Jr., Chairman of the
Cherokee County Board of Commissioners

Signed, sealed, and delivered
as to Cherokee County in the
presence of:

ATTEST: _____

Unofficial Witness

(Seal Affixed Here)

Official Witness, Notary Public

My commission expires: _____

(Notary Public Seal Affixed Here)

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**NON-BINDING MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHEROKEE COUNTY
AND
GEORGIA PUBLIC SAFETY TRAINING CENTER**

THIS NON-BINDING MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on the 19th day of FEBRUARY, 2013 (“the date hereof”) by and between the Georgia Public Safety Training Center, an agency of the State of Georgia operating under the authority and oversight of the Georgia Board of Public Safety, hereinafter referred to as “GPSTC”, and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the “County”.

WITNESSETH

WHEREAS, GPSTC fosters professionalism, competency, and safety within the ranks of Georgia’s public safety communities by providing developing, delivering, facilitating and supporting staff and resources, to train and equip law enforcement agencies attending GPSTC training facilities at locations throughout Georgia; and

WHEREAS, GPSTC requires training facilities to provide for current and future training activities of various law enforcement agencies within the State of Georgia; and

WHEREAS, GPSTC has been authorized to receive approximately \$700,000 in General Obligation Bond funds for the acquisition of property for use as a law enforcement training center, subject to the approval of the Georgia General Assembly; and

WHEREAS, the County possesses real property and has awarded a competitive bid to Catamount Constructors, Inc. for the construction of a law enforcement training center adjacent to the Cherokee County Public Safety facility and Adult Detention Center located at 498 Chattin Drive, Canton, Georgia 30115 and a notice to proceed has been issued and construction is underway (hereinafter the “Project”); and

WHEREAS, as part of the Project, the County desires to construct and provide law enforcement training center facilities more specifically identified herein below that will meet the requirements of GPSTC.

IN FURTHERANCE OF THIS MUTUAL GOAL, the parties hereto understand that:

**1.
INCORPORATION OF RECITALS**

The recitals set forth above are true and correct and said recitals are incorporated herein by reference.

**2.
UNDERTAKINGS**

In support of the Project, the parties desire the following, provided that the parties agree that none of the terms of this MOU shall be binding on either party and that the parties intend hereafter to adopt a binding written Intergovernmental Agreement agreed upon by the parties subsequent to the approval by the Georgia General Assembly of the use of funds by GPSTC for the Project:

COUNTY'S ANTICIPATED RESPONSIBILITIES

- 2.1 The County will construct after consultation with GPSTC the following as part of the Project:
- (i) an indoor training classroom (approximately 3,000 sq. ft.) located within the law enforcement training center for the use of GPSTC (hereinafter "GPSTC Indoor Training Facility"); and
 - (ii) an outdoor classroom training facility with restrooms; parking; future repel tower; indoor live-fire training facility with outdoor training area; and outdoor live-fire range consisting of one (1) 100-yard rifle range, three (3) 25-yard handgun ranges with reactionary targets, and one (1) 25-yard handgun range, adjacent to the GPSTC Indoor Training Facility (hereinafter collectively referred to as "GPSTC Outdoor Training Facility").
- 2.2 The County will use its best efforts to ensure substantial completion of the GPSTC Indoor Training Facility and GPSTC Outdoor Training Facility by September 2013.
- 2.3 The County will commission an appraisal of the land on which the GPSTC Outdoor Training Facility is being located, including all parking areas.
- 2.4 The County will enter into a separate intergovernmental lease agreement, in a form agreeable to the parties, for GPSTC's ongoing use of the GPSTC Indoor Training Facility and other facilities owned by the County, with mutual access to the entire facility at no charge or fee.
- 2.5 Contemporaneously with the execution and delivery of the above referenced intergovernmental lease agreement, the County will deliver a warranty deed that is mutually acceptable by both parties to the State of Georgia conveying the land that comprises the GPSTC Outdoor Training Facility, which will be more particularly described by survey.

- 2.6 The purchase price for the applicable land shall not exceed the actual direct costs incurred by the County to construct the GPSTC Outdoor Training Facility plus the appraised value of land. Notwithstanding the foregoing language to the contrary, the total purchase price shall not exceed \$700,000.00.

GPSTC'S ANTICIPATED RESPONSIBILITIES

- 2.7 GPSTC will use its best efforts to secure State of Georgia General Obligation Bond funds by July 2013 in order to purchase from the County the GPSTC Outdoor Training Facility.
- 2.8 Upon substantial completion of the GPSTC Indoor Training Facility and GPSTC Outdoor Training Facility, and subject to the availability of General Obligation Bond funds, GPSTC will enter into a separate intergovernmental lease agreement for GPSTC's ongoing use of the GPSTC Indoor Training Facility and other facilities owned by the County, with mutual access to the entire facility at no charge or fee, and purchase the GPSTC Outdoor Training Facility from the County.
- 2.9 GPSTC will issue payment of the purchase price directly to the County in one lump sum of no more than seven hundred thousand dollars (\$700,000.00) no later than sixty (60) days after the date GPSTC's determines in its sole discretion that the following have occurred: (i) substantial completion of the GPSTC Indoor and Outdoor Training Facilities; (ii) the availability of bond sale proceeds; and (iii) delivery of the above-referenced warranty deed.

3.

TERM AND TERMINATION

The term of this MOU shall commence as of the date of execution by the last party to sign same and shall continue until the parties enter into a binding Intergovernmental Agreement as discussed above.

4.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this MOU shall not be assigned or transferred by any Party.

5.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail – Return Receipt Requested, postage prepaid, or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

GPSTC:

Director
Georgia Public Safety Training Center
1000 Indian Springs Drive
Forsyth, Georgia 31029

Cherokee County:

Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

Copy to:

County Attorney
c/o Cherokee County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

6.

GENERAL PROVISIONS

- 6.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposed of identification, convenience and ease of reference, and shall be disregarded in the construction of this MOU.
- 6.2 This MOU shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 6.3 This MOU may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

7.

ENTIRE AGREEMENT

This MOU constitutes the entire understanding between the parties in respecting the subject matter hereof, and supersedes any prior understanding, representations, arrangements, understandings or agreements, oral or written, between the parties relating to the subject matter of this MOU; no member,

officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this MOU. No modification of or amendment to this MOU shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

8.

AUTHORITY TO ENTER INTO MOU

Each of the individuals who executes this MOU agrees and represents that he is authorized to execute this MOU on behalf of the respective government.

9.

NO THIRD PARTY RIGHTS

This MOU shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

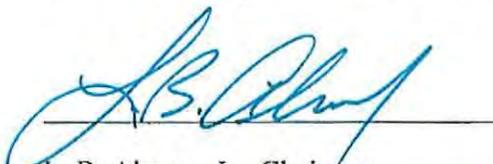
IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 19th day of February, 2013.

Georgia Public Safety Training Center

Cherokee County Board of Commissioners



By: Tim Bearden, Director

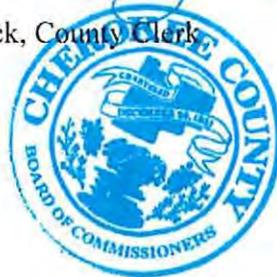


L. B. Ahrens, Jr., Chairman

Attest: 

Attest: 

Christy Black, County Clerk



MINUTES

Cherokee County Board of Commissioners

October 1, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Commissioner Gunnin gave the Invocation.

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

Members of the Young Marine Group led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:07 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Vice Chair/Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify the closure of Executive Session at 5:55 p.m.

Commissioner Nelms made the motion; Commissioner Poole seconded and there was unanimous approval.

PROCLAMATIONS

1. Proclaiming October 26, 2013 'Make a Difference Day'.

Lindsey Rhino, a Woodstock High student working on a Senior Project with Laura Mikszan with Envision Health Studio, was in attendance to accept the

award. Ms. Rhino thanked the Board for their support and invited everyone to attend the Charity Dance Event on October 26.

2. Proclaiming October 23 to October 31, 2013 as 'Red Ribbon Week'.

Gage Bennett and Wade Whitfield of the Young Marines Group were in attendance to accept the proclamation. Chairman Ahrens thanked them for their leadership and asked them to keep up the good work.

AMENDMENTS TO AGENDA

1. Add item 3.2 under County Attorney's Section: Business Agreement with Jarrard & Davis and Cherokee County.
2. Add under Commissioner Nelms' section: Appointment to Cemetery Preservation Committee.
3. Add item 2.7 under County Manager's Section: Resolution and Letter to sell shoot house and associated property to the State of Georgia.
4. Remove 'Approval of Special Joint Meeting Minutes from September 3, 2013'.

Commissioner Nelms made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

ANNOUNCEMENTS

1. The 8th annual **Touch a Truck** will be held **Saturday, October 5th at the Recreation Center in Woodstock from 10 AM to 12:30 PM.** **FREE!!!** Explore fire trucks, an ambulance, police cars, motorcycles, a race car, back-hoe, dump truck, off road vehicles and more. For more information, call CRPA at 770-924-7768 or visit our web site at www.crpa.net. Flyers are available on the table outside Cherokee Hall.
2. Cherokee County School District Posts Highest SAT District Average Score in Metro Atlanta.

Chairman Ahrens mentioned that Cherokee County slipped to number two this year in Metro Atlanta with Forsyth County ranking number one. He

added that overall our scores were higher than state average and that this is a great thing for the County. He said that he often references the Cherokee County School District's SAT Scores in his presentation of the County's Unique Selling Points (USP's).

3. Electronics Recycling Day, Saturday, October 12, 2013 at Cherokee County Administrative Building from 9 a.m. to 1 p.m. Flyers with acceptable items available on the table outside Cherokee Hall.
4. Chairman Ahrens mentioned that Georgia Trend's '40 under 40' included DA Shannon Wallace this year. He said that was great recognition for her and for the County and that he had congratulated her already.
5. Chairman Ahrens commented on a post by Jay Baker with the Sheriff's Office regarding a bear and cubs being spotted near Epperson Road in Canton. He cautioned that bears are coming around and watch what you have outside, pets, trash, etc.
5. The Chairman spoke about the recent Boys & Girls Club Annual Roast. He said this year's roasteer was Sheriff Roger Garrison. He asked Mr. Cooper to speak about the event. Mr. Cooper said that this was the 10th Annual Charity Roast and that this year's Roast brought in the highest amount of proceeds so far at about \$90,000 for the Boys & Girls Club.

APPROVAL OF MINUTES FROM SPECIAL JOINT BOC/RRDA MEETING FROM SEPTEMBER 3, 2013.

Amended: Removed

APPROVAL OF EXECUTIVE SESSION MINUTES FROM SEPTEMBER 17, 2013.

As distributed by the County Manager.

Commissioner Nelms made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

APPROVAL OF WORK SESSION MINUTES FROM SEPTEMBER 17, 2013.

Commissioner Gunnin made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

APPROVAL OF REGULAR MEETING MINUTES FROM SEPTEMBER 17, 2013.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

1. John Konop signed up to speak about Growth and Revenue. He gave a couple of ideas he had on generating revenue: The addition of EZ Living Housing in the Sixes Road area and by bringing the regional airport to Cherokee County. He added that Cherokee County could be the HUB rather than Chattanooga. Chairman Ahrens thanked him for his ideas and said that he would have a discussion with the Airport

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Department of Revenue considering a reduction in TAVT (Title Ad Valorem Tax) for Buy Here Pay Here Auto Dealers.

Chairman Ahrens stated that at the Legislative Session where changes were made related to TAVT, room was left for the DOR to make changes. The DOR is seeking approval to change the 6.5% tax at 'Buy Here, Pay Here' dealers to only 4%. He said that this would be a real downside financially and also would open the market for other dealer finance options to benefit from the 4% rate. He said that ACCG is asking Counties to write a letter of opposition and referenced a letter of opposition submitted to ACCG from Chatham County. He asked the Board if they would like to vote on drafting a similar letter under his signature opposing the change in percentage of the ad valorem tax.

Commissioner Nelms made a motion to approve a letter of opposition; Commissioner Johnston seconded and there was unanimous approval.

- B. Discussion of annexation notice from City of Canton regarding parcel located on Cumming Highway.

The Chairman gave an overview of the City of Canton Annexation, commenting that just today we received notice. He said that as discussed in Work Session, the deadline to file an opposition to the request was not until October 19 so a decision did not have to be made this evening, but would be on the October 15 agenda.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

- A. Vacancy on Planning Commission Board.

Commissioner Poole appointed Mr. Bill Dewrell to the Planning Commission for the remaining term of Mr. Joe Long which expires on December 31, 2016. Commissioner Poole thanked Mr. Long for his eight months of service to the Planning Commission.

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

- A. Amended: Appointment to Cemetery Preservation Committee.

Commissioner Nelms appointed Ms. Jean Vredenburgh to fill the remaining term of Dave Audia which expires on December 31, 2014. Ms. Vredenburgh was in attendance and both Commissioner Nelms and Chairman Ahrens thanked her for her interest in serving on the committee and for attending the meeting.

CONSENT AGENDA

COUNTY MANAGER

- 2.1 Consider adoption of the FY2014 Budget for Cherokee County Board of Commissioners.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

- 2.2 Approve GEMA Emergency Management Performance Grant/ Performance Partnership Agreement in the amount of \$64,304.00 for the agreement period July 1, 2013 through June 30, 2014.

Commissioner Nelms made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

- 2.3 Consider adoption of the 2013 Capital Improvements Element and Short Term Work Plan Annual Update.

Commissioner Gunnin made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

- 2.4 Consider approval of Supplemental Agreement No. 1 with CW Matthews Contracting Company, Inc., for additional patching and paving on Parkbrooke Drive in conjunction with the Towne Lake Parkway and Rose Creek Drive Resurfacing Project in the amount of \$24,262.94.

Commissioner Nelms made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

- 2.5 Confirm County Manager's approval of indemnity agreement drafted and approved by the County Attorney and payment of \$3,500.00 to property owner to allow access the roof of business to facilitate removal of the Jones Building Façade located on the north side of building.

Commissioner Johnston made a motion to approve; Commissioner Gunnin seconded and there was unanimous approval.

- 2.6 Consider awarding Ricoh Four Year Leasing and Maintenance Agreements and allow County Manager to sign Legal Approved documents once the agreed upon and executed contract documents are received from Ricoh.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

- 2.7 Amended: Resolution and Letter to sell shoot house and associated property to the State of Georgia.

Mr. Cooper recommended approval of the resolution and letter contingent upon a mutually agreeable Intergovernmental Agreement.

Commissioner Johnston explained that for practical purposes, we aren't selling the Shoot House. As part of the state's requirement of their contribution, they must legally own some real property. He said that the required amount is equal to the value associated with the Shoot House. He said that the state and Sheriff's Office would use the facility equally.

Commissioner Nelms made a motion to approve; Commissioner Gunnin seconded and there was unanimous approval.

COUNTY ATTORNEY

3.1 Ratify City of Woodstock Annexation Agreement.

Angie Davis recalled from the discussion from the last meeting where the BOC approved to not oppose the annexation contingent upon a suitable agreement with the City of Woodstock as called for in the motion. She said in addition to the requests made by the County related to donation of land, rights-of-way, etc. the agreement also includes a provision for stormwater through a detention pond, allowing the County to make better use of the two acres the County owns. Ms. Davis stated that the agreement was received prior to the deadline set forth at the last meeting and has been executed. She said what she is asking for tonight is a full board ratification.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

3.2 Amended: Business Agreement with Jarrard & Davis and Cherokee County.

Ms. Davis advised that this agreement is a requirement due to HIPAA laws as their firm comes in contact with medical information through worker's compensation claims, etc. She added that the agreement had been executed by Mr. Cooper and she was asking for ratification tonight on the agreement.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 6:48 p.m.; Commissioner Gunnin seconded and the motion received unanimous approval.



Approved by the Board of Commissioners
on October 15, 2013
ATTEST:

Christy Black, County Clerk

October 9, 2013

Mr. J. Frank Smith
Deputy Executive Director
State Properties Commission
47 Trinity Avenue, S.W.
Suite G02
Atlanta, GA 30334

Re: Acquisition of Sheriff Roger Garrison Law Enforcement Training Center – Shoot House on 1.7 Acre Property, Cherokee County, Georgia
GA Public Safety Training Center

Dear Mr. Smith,

The Cherokee County Board of Commissioners at its October 1, 2013 meeting approved the conveyance of 1.7 acres of land and its improvements, which includes the Sheriff Roger Garrison Law Enforcement Training Center Shoot House, to the State of Georgia, for use of the Georgia Public Safety Training Center, contingent upon a mutually acceptable Intergovernmental Agreement (IGA) between the Georgia Public Safety Training Center, State of Georgia, and Cherokee County, Georgia for each of the parties use of the Shoot House and Sheriff Roger Garrison Law Enforcement Training Center facilities and payment by the State of Georgia to Cherokee County in the amount of \$700,000.

Kindest regards,

L.B. Buzz Ahrens, Jr.
Chairman, Cherokee County Board of Commissioners

C: Cherokee County Board of Commissioners
Sheriff Roger Garrison
Angie Davis, County Attorney, Jarrard & Davis, LP

Counterpart No. _____

Of 2 Original Executed Counterparts.

Counterpart Of The _____

STATE OF GEORGIA :

COUNTY OF CHEROKEE :

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into as of this ____ day of December, 2013, by and between the STATE OF GEORGIA acting by and through its GEORGIA PUBLIC SAFETY TRAINING CENTER, (hereinafter referred to as "GPSTC"), whose address for purposes of this Agreement is 1000 Indian Springs Drive, Forsyth, Georgia, 31029 and CHEROKEE COUNTY (hereinafter referred to as "Cherokee"), whose address for purposes of this Agreement is 1130 Bluffs Parkway, Canton, Georgia, 30114. "Party" shall be construed to mean either GPSTC or Cherokee, as appropriate, and "Parties" shall be construed to mean both GPSTC and Cherokee.

WITNESSETH:

1.

PREMISES

1.1 For and in consideration of the consideration, terms, provisions, and conditions hereinafter set forth to be kept and performed by Cherokee, GPSTC hereby rents unto Cherokee, and Cherokee hereby takes and hires from GPSTC, upon the terms, provisions, and conditions hereinafter set forth, the real property (hereinafter referred to as "1.7 Acre Premises") described in Exhibit "A," attached hereto and incorporated by reference herein, together with all the improvements (including 6,499 square foot metal building housing 2,464 square foot live ammunition training course), tenements, and appurtenances thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times, upon the terms and conditions herein stated.

Comment [AP1]: Where is this?

1.2 For and in consideration of the rental, terms, provisions, and conditions hereinafter set forth to be kept and performed by GPSTC, Cherokee hereby rents unto GPSTC, and GPSTC hereby takes and hires from Cherokee, upon the terms, provisions, and conditions hereinafter set forth, portions of the Cherokee County Sheriff's Training Facility (hereinafter referred to as "Training Facility Premises") described in Exhibit "B," attached hereto and incorporated by reference herein, located at 516 Chattin Drive, Canton,

GA 30115.
|

2.

JOINT USE OF PREMISES

2.1 Cherokee ~~shall~~may use the 1.7 Acre Premises for live ammunition training activities ~~and parking as required by Cherokee. Cherokee and GPSTC may use the 1.7 Acre Premises~~ as agreed upon by GPSTC's Regional Training Manager and Cherokee's training director. At Cherokee's own expense, Cherokee shall promptly comply with all building code and other requirements of any local, state, or federal law or regulation required by Cherokee's ~~occupancy use~~ of the Premises. ~~Cherokee shall have the right to use parking located on the 1.7 Acre Premises.~~

2.2 ~~GPSTC shall use the portions of the Training Facility Premises specified in this paragraph and as designated in Exhibit "B" as agreed upon by GPSTC's Regional Training Manager and Cherokee's training director. GPSTC may use the~~ The following areas of the Training Facility Premises identified and depicted on Exhibit "B" shall be used exclusively by GPSTC: two (2) "State Classrooms"; one (1) "State Clerical area"; and three (3) "State Offices". GPSTC may exclusively utilize the Defense Tactics Training Room during any eleven (11) week training program conducted by GPSTC. GPSTC may use other portions of the Training Facility Premises specified in this paragraph and identified on Exhibit "B" as agreed upon by GPSTC's Regional Training Manager and Cherokee's training director, specifically to wit: GPSTC may use the Weapons Maintenance Room and the outdoor firing range adjacent to the Training Facilities Premises for one (1) week during every eleven (11) week training program conducted by GPSTC at the Training Facility Premises. GPSTC ~~may~~shall make reasonable use of the common areas at the Training Facilities Premises, including, but not limited to, hallways, the break room, the library, and restrooms. GPSTC may use parking located adjacent to the Training Facility Premises. GPSTC may make reasonable use of other Cherokee facilities located adjacent to the Training Facility Premises upon prior written approval of Cherokee's training director.

Comment [AP2]: Where is this?

Comment [AP3]: This is a different piece of county owned property and not the shoothouse built on the 1.7 acres?

2.3 The ~~parties~~Parties shall not: (i) use either Premises for any illegal purpose, nor for any purpose that is injurious to the health, safety, and welfare of the public or that may jeopardize insurance coverage of either Premises; or (ii) commit, or suffer to be committed, any waste in or on either Premises; or (iii) create or permit any nuisance in or on either Premises. The Parties hereby covenant to each other that no hazardous substances, as defined by any federal, state, or local law, will be used or generated on either Premises without prior written notice to the other Party and without strict compliance with all applicable local, state, and federal, state, or local laws.

2.4 The Parties accept the respective demised premises in their present condition and as suited for the use intended by each respective Party.

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3.

TERM

3.1 The effective date of this Agreement shall be the date that title to the 1.7 Acre Premises transfers from Cherokee to GPSTC (hereinafter "Effective Date"). The term of this Agreement shall be fifty (50) years, commencing on the Effective Date and terminating fifty (50) years thereafter, unless sooner terminated by mutual written agreement of the Parties.

Comment [AP4]: Have we not closed on the property yet?

4.

RENTAL

4.1 Neither ~~party~~ Party shall pay rent to the other party under this Agreement, it being agreed between the ~~parties~~ Parties that the respective obligations of each party under this Agreement constitute adequate consideration in support of this Agreement.

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UTILITIES

5.1 Cherokee shall be responsible for the payment of all utility bills for ~~use of~~ the 1.7 Acre Premises and the Training Facility Premises ~~by the parties~~, including power, water, sewer, natural gas, phone service, internet service, and cleaning services, provided that GPSTC shall reimburse Cherokee for such costs in the amount of \$1,270.00 per month (“GPSTC Monthly Utility Reimbursement”). ~~At least thirty (30) days preceding every anniversary of this Agreement,~~ Cherokee shall have the right, but not the obligation, annually to increase the GPSTC Monthly Utility Reimbursement by up to five percent (5%) by providing written notice of such increase to GPSTC, which notice shall specify the amount of the increase, and such notice shall be received by GPSTC not less than thirty (30) days prior to the annual anniversary of the Effective Date of this Agreement.

6.

MAINTENANCE AND REPAIRS

6.1 Cherokee shall be responsible for all maintenance and repairs regarding the 1.7 Acre Premises. Regarding the Training Facility Premises, Cherokee will be responsible for all maintenance and repairs, except that GPSTC will be responsible for maintenance and repairs of the portions of the Training Facility Premises regarding which GPSTC enjoys the exclusive use of, as set forth in Sec. 2.2 above.

7.

HOLD HARMLESS

7.1 The rights and privileges hereby granted to each Party are to be used and enjoyed at the sole risk and responsibility of such Party. ~~As partial consideration of the benefits to be derived, to the extent permitted by the Laws of the State of Georgia, each Party hereby releases and discharges the other Party and its officers, members, employees, agents, representatives, and instrumentalities from all loss and liability of any nature which is any way related to or connected with the Party's use of the Premises.~~

7.2. Neither Party shall do or permit to be done in, on, upon, from, to or about its respective Premises any act or thing, which will invalidate the insurance contracts pertaining to

the Premises.

8.

DESTRUCTION OR DAMAGE TO PREMISES

8.1 If either Premises are totally destroyed or rendered untenable by storm, fire, earthquake, hurricane, or other natural catastrophe, this Agreement shall terminate regarding such Premises as of the date of such total destruction or untenability, with no obligation of ~~the landlord either~~ Party to rebuild or provide other rental premises for the other Party. Any rental or other obligations accrued by or to the ~~parties Parties~~ to this Agreement shall be accounted for between GPSTC and Cherokee as of the date when the Premises were destroyed or rendered untenable.

9.

TRANSFER, SUBLETTING AND ASSIGNMENT

9.1 Neither Party shall transfer, assign, or sublet this Agreement or any right or privilege under this Agreement without the prior, express, and written consent of the other Party. Either Party, in its sole discretion, may withhold or refuse to give its consent to any proposed transfer, subletting, or assignment and to any proposed use or occupancy by any party other than a Party to this Agreement. Any transfer, subletting, or assignment without the prior, express, and written consent of the other Party shall be void and shall, at the option of the first Party, terminate this Agreement. Either Party's consent to one transfer, subletting, assignment, use, or occupancy of the Premises by a party other than a Party to this Agreement shall not constitute a waiver of the first Party's rights in this ~~Paragraph paragraph~~, and each subsequent transfer, subletting, assignment, use or occupancy of the Premises by a party other than a Party to this Agreement shall require the first Party's consent in accordance with this Paragraph.

10.

FIXTURES AND PERSONAL PROPERTY

10.1 Each Party may install and operate in and on its respective Premises such fixtures and personal property as is required for its permitted use of such Premises. Each Party acknowledges that it bears all risk of loss of such fixtures and personal property and further acknowledges that it should mitigate the risk of loss by a program of commercial insurance or self-insurance ~~consistent with the requirements of paragraph 12 hereinabove~~. At any time before the expiration or termination of this agreement, each Party shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture which it has placed in or upon the ~~premises Premises~~.

11.

NO ESTATE

11.1 This Agreement shall create the relationship of landlord and tenant, otherwise known as a usufruct, and no estate shall pass between the ~~parties~~Parties. Neither Party's interest in this Agreement is subject to levy and sale.

12.

TERMINATION AND NO HOLDING OVER

12.1 Each Party shall vacate its respective Premises promptly upon termination of this Agreement. Any holding over or continued use or occupancy of such Premises by either Party after termination of this Agreement without the express written consent of the other Party shall not constitute a Tenancy-At-Will, but a Tenancy-At-Sufferance and shall require vacation of the Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law. The Parties agree that the provisions of O.C.G.A. §44-7-50 *et. seq.* shall apply, permitting summary dispossession.

12.2 Upon any such termination, each Party shall surrender the respective Premises to the other Party and remove all personal property from the same, and without requiring legal action to be taken by the other Party, the other Party may enter in and upon such Premises and take immediate possession and control of the Premises to the complete exclusion of the other Party.

12.3 Each Party agrees to return the respective Premises to the other Party upon the expiration or termination of this ~~rental-a~~Agreement in as good condition and repair as when first received, normal wear and tear excepted.

13.

NO ABANDONMENT

13.1 Each Party shall occupy its respective Premises continuously throughout the term of this Agreement and shall not for any cause whatsoever, unless otherwise specifically permitted under this Agreement, desert, surrender, abandon, or cease operation of such Premises during the term of this Agreement.

14.

GOVERNING LAW

14.1 This Agreement shall be governed by, construed under, and performed and

enforced in accordance with the laws of the State of Georgia.

15.

NON-DISCRIMINATION

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

16.

E-VERIFY

~~16.1 Pursuant to O.C.G.A. § 13-10-91, et seq., the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed. Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.~~

~~16.2 The Parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each Party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "C" and incorporated herein by this reference.~~

~~16.3 The Parties agree that the employee number category designated below is correct in relation that that Party's employee status:~~

~~CHEROKEE: _____ GPSTC:~~

~~____ 500 or more employees _____ 500 or more employees:
____ 100 or more employees _____ X _____ 100 or more employees:
____ Fewer than 100 employees _____ Fewer than 100 employees~~

~~16.4 Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee number category that is applicable to the subcontractor.~~

~~16.5 The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.~~

~~1716.~~

ENTIRE AGREEMENT

~~1716.1 This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, related to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.~~

~~[SIGNATURES BEGIN ON THE FOLLOWING PAGE]~~

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IN WITNESS WHEREOF, GPSTC and Cherokee, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

GPSTC:

STATE OF GEORGIA, Acting by and

**_____ Through Its GEORGIA PUBLIC
SAFETY TRAINING
CENTER**

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BY: _____
Timothy J. Bearden, Director

Signed, sealed, and delivered
as to GPSTC in the presence of:

Unofficial Witness

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

Office Witness, Notary Public

My commissioner expires: _____

(Notary Public Seal Affixed Here)

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

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[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

CHEROKEE:

CHEROKEE COUNTY

BY: _____
L. B. Ahrens, Jr., Chairman of the
Cherokee County Board of Commissioners

Signed, sealed, and delivered
as to Cherokee County in the
presence of:

ATTEST: _____

Unofficial Witness

(Seal Affixed Here)

Official Witness, Notary Public

My commission expires: _____

(Notary Public Seal Affixed Here)

EXHIBIT "D"
STATE OF GEORGIA
COUNTY OF CHEROKEE
SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of local government) working with _____ (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to _____ (local government) within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to _____ (local government).

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

Federal Work Authorization User
Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on ____, 201__ in _____ (city), _____ SUBSCRIBED & SWORN BEFORE
_____, ME
_____, (state). _____ THIS ____ DAY OF _____, 20

Signature of Authorized Officer or Agent

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NOTARY PUBLIC

Printed Name & Title of Authorized Officer or Agent _____

My Commission Expires: _____



Cherokee County, Georgia Agenda Request

amended

2.3

SUBJECT: Marshal's Vehicle Purchases

MEETING DATE: 12/17/2013

SUBMITTED BY: Chris Collett, County Marshal

COMMISSION ACTION REQUESTED:

Authorize County Marshal's Office to utilize budgeted SPLOST 2012 monies to purchase three (3) equipped Ford Interceptors from Wade Ford; two (2) Ford F-150 XLT and the ancillary equipment purchased from King Ford, bed units and decal work at a cost not to exceed \$144,000.

FACTS AND ISSUES:

RFP# 2014-08 was released on October 29, 2013 and proposals were received by eight respondents (3 dealers and 5 equipment suppliers) on November 12, 2013. Best and Final Offerings were received from the three dealers on November 22, 2013.

The solicitation was for pricing for Ford Interceptor sedans with specified Law Enforcement Equipment (lights, sirens, etc.) and For F-150 XLT trucks. Five respondents offered to supply and install the equipment only; prices ranged from \$3,575 to \$6,464 per vehicle. Three dealers offered to supply the sedans with equipment installed and the trucks. Proposals were reviewed by the County Marshal's Office and the Procurement Department and it was determined the best overall value would be to purchase the sedans with equipment from a single supplier.

The Procurement Summaries for the sedans and trucks and the Proposal Tab are attached showing the individual pricing and analysis. The price for the sedans and equipment is \$24,913 each (\$74,739 for three). The price for the trucks is \$21,307.88 each (\$42,615.76 for two). Additionally the trucks will have to be outfitted with the bed units (for animal caging) by Jackson Creek Manufacturing, Inc., who is the sole source provider for the County preferred model, at an estimate of \$10,379 per vehicle. And all seven vehicles will have to be decaled by Chandler Graphics at an estimate of \$300 per vehicle.

Interceptor:

Vehicle/Equipment:	\$24,913
Decal/Logo:	\$300
Total:	\$25,213
Total for 3:	\$75,639
CFY14 Budget:	\$80,000

Truck:

Vehicle/Equipment:	\$21,307.88
Bed Unit:	\$10,379
Decal/Logo:	\$300
Total:	\$31,986.88
Total for 2:	\$63,973.76
CFY14 Budget:	\$64,000

BUDGET:

Budgeted Amount: \$64,000
Amount Encumbered: \$0
Amount Spent to Date: \$0
Amount Requested: \$64,000
Remaining Budget: \$0

Account Name: SPLOST 2012 – Animal Control
Account #: 33912000-542200-67100

Budgeted Amount: \$80,000
Amount Encumbered: \$0
Amount Spent to Date: \$0
Amount Requested: \$80,000
Remaining Budget: \$0

Account Name: SPLOST 2012 – Marshal
Account #: 37450000-542200-67200

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

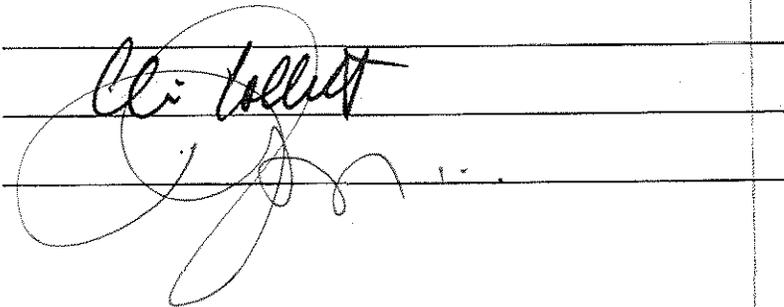
Authorize County Marshal's Office to utilize budgeted SPLOST 2012 monies to purchase three (3) equipped Ford Interceptors, two (2) Ford F-150 XLT and the ancillary equipment, bed units and decal work at a cost not to exceed \$144,000.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, handwritten signature in blue ink, appearing to read "Chris Tollett", is written over the signature lines for the Department Head, Agency Director, and County Manager.

Procurement Summary

Date Submitted: 15-Dec-13
Submitted by: Dale Jordan
PSA Number:
Value of Contract: \$ 42,615.76
Period of Performance: 18-Dec 2013 - 01-Apr 2016
Supplier Name: King Ford
General Description: Purchase Trucks (for Animal Control) for Marshal's office
Source of Funds: SPLOST

Contract Information

Proposed Contract Type

<input type="checkbox"/>	Standard Professional Services Agreement
<input type="checkbox"/>	PSA with Exceptions Approved by Counsel
<input type="checkbox"/>	Supplier Agreement Approved by Counsel
<input checked="" type="checkbox"/>	Standard Purchase Order
<input type="checkbox"/>	Other Approved Form

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 3 | 3

Supplier Selection Based on:

<input type="checkbox"/>	Only One Bidder
<input checked="" type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Highest Proposal Scoring
<input type="checkbox"/>	Other*

Weight	Evaluation Criteria
70%	Price
	Service Plan / Delivery Timing
10%	Business/References
20%	Quality Assurance Program
	Transition Plan

If Award to Non-County Business:
 (If Applicable)

<input checked="" type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
100.0	\$ 42,615.76	King Ford	Murphy, NC	Ford
96.2	\$ 44,936.00	Wade Ford	Smyrna, GA	Ford
95.0	\$ 45,638.00	Brannon Motors	Unadilla, GA	Ford

Fair Price Determination:

Method	Price Analysis Type
<input checked="" type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Best Pricing Among Comparable Features / Suppliers
<input type="checkbox"/>	Market Analysis or Market Pricing
<input type="checkbox"/>	State Contract Pricing
<input type="checkbox"/>	Other, see attached price analysis.

Important Price Evaluation Notes: Three bids from Ford dealers were obtained for three (3) vehicles that included the installation of electronics required by the Marshal's office and two (2) trucks without electronics. The Award was split between the lowest bidders for each vehicle type.

Why Other Than Low Bidder Selected: N/A
 (If Applicable)

***Notes:**

This procurement also considered the possibility of purchasing the installation separate from the vehicle purchase, see attached scoring. Based on the small potential for savings and the need to manage the logistics and coordination between two suppliers was deemed in the best interest of the County to have purchase the vehicles with the electronics already installed by the dealer. None of the Dealers have stock and all would need to place an order with the factory to obtain these Trucks - so al lead-times are considered equal as quoted.

Procurement Summary

Date Submitted: 15-Dec-13
Submitted by: Dale Jordan
PSA Number:
Value of Contract: \$ 74,739.00
Period of Performance: 18-Dec 2013 - 01-Apr 2016
Supplier Name: Wade Ford
General Description: Purchase Vehicles for Marshal's office with Installed Electronics
Source of Funds: SPLOST

Contract Information

Proposed Contract Type

<input type="checkbox"/>	Standard Professional Services Agreement
<input type="checkbox"/>	PSA with Exceptions Approved by Counsel
<input type="checkbox"/>	Supplier Agreement Approved by Counsel
<input checked="" type="checkbox"/>	Standard Purchase Order
<input type="checkbox"/>	Other Approved Form

Formal Advertised Procurement:

Yes	<input checked="" type="checkbox"/>
-----	-------------------------------------

No*	<input type="checkbox"/>
-----	--------------------------

Number of Bidders Contacted / Number of Bids Received:

3	3
---	---

Supplier Selection Based on:

<input type="checkbox"/>	Only One Bidder
<input checked="" type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Highest Proposal Scoring
<input type="checkbox"/>	Other*

Weight	Evaluation Criteria
70%	Price
	Service Plan / Delivery Timing
10%	Business/References
20%	Quality Assurance Program
	Transition Plan

If Award to Non-County Business: (If Applicable)

<input checked="" type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
98.0	\$ 74,739.00	Wade Ford	Smyrna, GA	Ford
93.4	\$ 76,480.23	King Ford	Murphy, NC	Ford
88.4	\$ 85,032.00	Brannon Motors	Unadilla, GA	Ford

Fair Price Determination:

Method	Price Analysis Type
<input checked="" type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Best Pricing Among Comparable Features / Suppliers
<input type="checkbox"/>	Market Analysis or Market Pricing
<input type="checkbox"/>	State Contract Pricing
<input type="checkbox"/>	Other, see attached price analysis.

Important Price Evaluation Notes: Three bids from Ford dealers were obtained for three (3) vehicles that included the installation of electronics required by the Marshal's office and two (2) trucks without electronics. The Award was split between the lowest bidders for each vehicle type.

Why Other Than Low Bidder Selected: N/A
 (If Applicable)

***Notes:** This procurement also considered the possibility of purchasing the installation separate from the vehicle purchase, see attached scoring. Based on the small potential for savings and the need to manage the logistics and coordination between two suppliers it was deemed in the best interest of the County to purchase the vehicles with the electronics already installed by the dealer. None of the Dealers have stock and all would need to place an order with the factory to obtain these Trucks - so all lead-times are currently considered equal as quoted.

Updated pricing from Dealers for final determination.

Item	Quantity	Each	King Total	Each	Wade Total	Each	Brannen Total
Vehicles with Installed Electronics	3	\$ 25,493.41	\$ 76,480.23	\$ 24,913.00	\$ 74,739.00	\$ 28,344.00	\$ 85,032.00
Trucks	2	\$ 21,307.88	\$ 42,615.76	\$ 22,468.00	\$ 44,936.00	\$ 22,819.00	\$ 45,638.00
Total Price			\$ 119,095.99		\$ 119,675.00		\$ 130,670.00
Best Price			\$ 42,615.76		\$ 74,739.00		
Total When Split			\$ 117,354.76				
Savings From Splitting Business			\$ 1,741.23				
Scoring for Vehicles		Low Bid Values					
Price	70	\$ 74,739.00		68		70	60
Service	20			18		18	18
Business Factors	10			7		10	10
	100			93		98	88
Scoring for Trucks							
Price	70	\$ 42,615.76		70		66	65
Service	20			20		20	20
Business Factors	10			10		10	10
	100			100		96	95

From the perspective of purchasing the vehicles, all were authorized Ford Dealers and in terms of placing orders with Ford it was believed that none held an advantage in Service or Business Factors. Wade and Brannen have served the County before and a discussion with representatives from King regarding the state of their business were positive.

Wade will be utilizing WCWD for the installation.

King would be utilizing Interceptor for the installation.

Brannen was out on price, installer information assumed acceptable based on previous experience working with them.

Award split to allow saving of \$1,741.23.

	1	2	3	4	5	6	7	8
Cherokee County Logistics Adjustment* Location of Installation	LAW ENFORCEMENT SUPPLY	DIVERSIFIED ELECTRONICS	KING FORD	WADE FORD	ATLANTA SPECIALTY VEHICLES	BRANNEN MOTOR COMPANY	144TH MARKETING GROUP	WEST CHATHAM WARNING DEVICES
	Yes Marietta	No Marietta	No Murphy, NC	No Symma	Yes Woodstock	No Unadilla	Yes Peachtree City	No Griffin, GA
Evaluated Price--> Possible Points	\$ 3,482.71	\$ 4,409.81	\$ 3,895.00	\$ 3,666.00	\$ 6,495.39	\$ 5,044.00	\$ 3,874.76	\$ 3,624.75
Price Scoring	70	56	63	67	38	49	63	68
Quality/Service Factors	C,E	B,E	A,E	A,E	B,E	A,E	C,F	B,E
Scoring of Factors	20	5	8	18	18	3	18	3
Business/References/Fin.	H	G	H	G	H	G	H	G
Scoring of Factors	10	7	10	7	10	7	10	7
Total Score	82.0	73.6	87.9	94.9	47.9	76.6	72.7	85.6
Top Two Ranking:	2		1					
Internal Review, Fleet Services	Installs = good overall	Installs = good overall		good	Installs = little experience	good	purch = good	purch = good
Internal Review, Sheriff's Office	Installs = some problems							
Outside References	Used above	Used above	Using Interceptor is Acceptable	Using Interceptor or WCWD is acceptable?	Used above	Used above	Used above	Good

Average Cost of	
Dealer Inst	3rd Party Inst
\$ 4,312	\$ 4,377

\$ (65) On Average Dealer is Less Expensive

Potential of savings:	\$ 3,666.00	Wade
	\$ 3,624.75	West Chatham
	\$ 41.25	Potential Savings / Vehicle
	\$ 123.75	Total Potential Savings of Managing 2 Suppliers.
	0.2%	Of total vehicle purchase.
Scoring:	Savings inadequate manage multiple contracts for vehicles.	

Cherokee County Logistics Adjustment*		Adjustments to price made to address the added cost to the County of Dropping of Vehicles to Installers. See below for analysis and adjustment factors.		
Cost of Managing Logistics				
Time Per Trip	Drop off point	LES Marietta	144 Peachtree City	Atlanta Supply Woodstock
		Miles	25	67
	AV MPH	50	50	50
	Minutes 1 Way	30	80.4	13.2
	Minutes Round Trip	60	160.8	26.4
	Hand-off and Pick-up Time*	45	45	45
	Total Minutes	105	205.8	71.4
	Hours (Rounded up)	1.75	3.43	1.19
People Required	3 + Driver	4.00	4.00	4.00
Total County Employee Time	Hours of Transit	7.00	13.72	4.76
Cost of People	Per Year	\$ 35,000		
	Per Hour	\$ 16.83		
Lost Time Cost of Transit		\$ 117.79	\$ 230.87	\$ 80.10
Cost / Mile on Transit Vehicle Only	Mileage Cost (at \$0.50 / mile)	\$ 30.00	\$ 80.40	\$ 13.20
Total Estimated Logistics Costs		\$ 147.79	\$ 311.27	\$ 93.30
Cost per Vehicle of Logistics for each Vehicle (3)		\$ 49.26	\$ 103.76	\$ 31.10
	Quote	\$ 3,433.45	\$ 3,771.00	\$ 6,464.29
	Adjusted Cost Basis	\$ 3,482.71	\$ 3,874.76	\$ 6,495.39
*30 Mins to Pick-up at Dealer, 15 Mins to Hand-off to the Installer				

Quality and Overall Service to County		
Need to Manage Delivery		
A	B	C
One Order to Manage	Two Orders to Manage & Coordinate	E + Must Deliver Vehicle to Installer
15	5	0
Quality of Work		
D	E	F
Good	Acceptable	Marginal
5	3	1

Business and Financial		
G	H	I
Good	Acceptable	Marginal
10	7	5

Supplier Name	Notes
LES	Prior performance concern; CC Sheriff's department Quoted alternates, not CODE 3 Lightbar
DE	Good prior performance and install pictures
RF	Interceptor Doing Actual Install Interceptor received "adequate" from Reference Check
WF	MCMD Doing Actual Install MCMC received "good" from reference Check
ASV	Install pictures show multiple different vehicle types Price effectively eliminates them
BMC	Previous Experience is good - believed capable. Price effectively eliminates BMC
144th	Good install pictures Logistics factors effectively eliminate 144th.
WCWD	Few pictures Reference Check is "Good"



Cherokee County, Georgia Agenda Request

SUBJECT: Purchase of 2-acre Parcel for Future Fire Station

MEETING DATE: 12.17.2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve purchase agreement, as reviewed and approved by the County Attorney, for acquisition of a 2-acre parcel located on Valley Street in Ball Ground for the price of \$67,000 (\$33,500 per acre), contingent upon satisfactory completion of due diligence.

FACTS AND ISSUES:

The existing fire station located in Ball Ground is inadequate to meet Cherokee County Fire and Emergency Services long-term needs, including the lack of drive-through bays and adequate living quarters. In addition, drainage issues routinely cause flooding in the building.

BUDGET:

Budgeted Amount:

Account Name: SPLOST - Fire

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.

Contract: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review and approval by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve purchase agreement, as reviewed and approved by the County Attorney, for acquisition of 2-acre parcel located on Valley Street for \$33,500/acre for future location of fire station to replace the existing Ball Ground Station.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, stylized handwritten signature in blue ink, written over the County Manager line.

LOT PURCHASE AND SALE AGREEMENT

Offer Date: December 4, 2013



2013 Printing

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

A. Property Identification: Address: <u>2 Acres Valley Street</u> City <u>Ball Ground</u> , County <u>Cherokee</u> , Georgia, Zip Code <u>30107</u> MLS Number: _____ Tax I.D. Number: _____	
B. Legal Description: The legal description of the Property is <i>[select one of the following below]</i> : <input checked="" type="checkbox"/> 1. attached as an exhibit hereto; <input type="checkbox"/> 2. the same as described in Deed Book _____, Page _____ of the land records of the above county; OR <input type="checkbox"/> 3. Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.	
C. Purchase Price of Property to be Paid by Buyer: \$ _____; or \$ <u>33,500</u> per acre based upon a survey performed in accordance with the attached Survey Resolution Exhibit.	D. Seller's Monetary Contribution at Closing: \$ <u>0</u>
E. Closing Date: See Special Stips	F. Seller Retains Possession of Property Through: Closing
G. Holder of Earnest Money ("Holder"): See Special Stips	H. Closing Law Firm: Buyers Choice
I. Earnest Money: Earnest Money shall be paid by <input type="checkbox"/> check <input type="checkbox"/> cash <input type="checkbox"/> wire transfer of immediately available funds as follows: <input type="checkbox"/> 1. \$ _____ as of the Offer Date. <input type="checkbox"/> 2. \$ _____ within _____ days from the Binding Agreement Date. <input type="checkbox"/> 3. _____	
J. Property is being sold subject to a Due Diligence Period of <u>See Spec Stips</u> days from the Binding Agreement Date.	
K. A survey of Property <input checked="" type="checkbox"/> is OR <input type="checkbox"/> is not attached to this Agreement as an exhibit.	
L. Buyer <input type="checkbox"/> has OR <input checked="" type="checkbox"/> has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home".	
M. Time Limit of Offer: The Offer set forth herein expires at _____ o'clock a _____ m. on the date _____.	

2. Brokerage Relationships in this Transaction.

A. Selling Broker is _____ and is: 1. <input type="checkbox"/> representing Buyer as a client. 2. <input type="checkbox"/> not representing Buyer (Buyer is a customer). 3. <input type="checkbox"/> acting as a dual agent representing both Buyer and Seller. 4. <input type="checkbox"/> acting as a designated agent where _____ has been assigned to exclusively represent Buyer.	B. Listing Broker is _____ and is: 1. <input type="checkbox"/> representing Seller as a client. 2. <input type="checkbox"/> not representing Seller (Seller is a customer). 3. <input type="checkbox"/> acting as a dual agent representing both Buyer and Seller. 4. <input type="checkbox"/> acting as a designated agent where _____ has been assigned to exclusively represent Seller.
C. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships: _____ _____	

Buyer(s) Initials _____ / _____ Seller(s) Initials _____ / _____

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Thomas Matt Langley IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

3. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing in cash or its equivalent which shall only include the wire transfer of immediately available funds, or a cashier's check issued for the closing by a federally insured bank, savings bank, savings and loan association or credit union where the funds are immediately available.
4. **Deposit of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.
5. **Closing Costs, Prorations, Right to Extend Closing Date and Closing Law Firm.**
- A. **Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the warranty deed; and (3) all other costs, fees and charges to close this transaction, except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.
- B. **Items Paid By Seller:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. In addition, Seller shall pay all costs, fees and charges necessary to clear title encumbrances and/or defects necessary to allow Seller to be able to convey good and marketable title to the Property and any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.
- C. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.
- D. **Extending the Closing Date:** Buyer or Seller may unilaterally extend the closing date for seven (7) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); or (2) Buyer's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- E. **Closing Law Firm:** If Buyer is given the right to select a law firm from a mortgage lender's approved list of closing attorneys, Buyer agrees to select the law firm referenced in this Agreement. If the law firm named above is not on the mortgage lender's approved list, and cannot be added in time to close this transaction, Buyer may select another law firm from lender's approved list to close this transaction. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer. If the closing attorney declines such representation, the Buyer may select a different closing attorney.
6. **Title.**
- A. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by general warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- B. **Examination:** Buyer may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- C. **Survey:** Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term "materially different" shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in any survey, including a survey attached hereto may be raised by Buyer as title objections.

- 7. Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.
- 8. Inspection.**
- A. Right to Inspect Property:** Buyer and/or Buyer's representatives shall have the right to enter Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Such evaluations may include, without limitation, a study of any applicable building setback requirements, a percolation test to determine whether and how large a septic system can be installed on the Property, the existence of streams from which buildings must be further setback, the availability of utilities and the testing of well water. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries, and damages arising out of or relating to the exercise of these rights.
- B. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans.
- 9. Property Sold "As-is" Unless this Agreement is Subject to Due Diligence Period.**
- A. General.** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. The inclusion of a Due Diligence Period herein shall: (1) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (2) be an acknowledgment by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
- B. Purpose of Due Diligence Period.** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
- C. Notice of Decision Not To Proceed.** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (1) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (2) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- 10. Return and Disbursement of Earnest Money.**
- A. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards 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 Buyer.
- B. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If the check is accepted and deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- C. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.

D. Hold Harmless: All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

11. Agency and Brokerage.

A. Agency Disclosure: In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. No Agency Relationship. Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

2. Consent to Dual Agency. If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

a. Dual Agency Disclosure. *[Applicable only if Broker is acting as a dual agent in this transaction].*

- (1) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (3) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (4) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

b. Designated Agency Disclosure. If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. Brokerage: Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission).

12. Disclaimer. Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.

13. Notices.

A. Notices Must Be In Writing: All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice. It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding.

B. Delivery of Notice: Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, prepaid, return receipt requested; or (5) by e-mail.

C. When Notice Is Received: A notice shall not be deemed to be given, delivered or received until it is actually received by the party to whom the notice was intended or that person's authorized agent. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted to either the party or the party's authorized agent provided that the sending FAX produces a written confirmation showing the date and the time of the actual transmission and the telephone number referenced herein to which the notice should have been sent. Additionally, if the sender of a notice by e-mail receives an automatic reply indicating that the e-mail has been opened ("Read Receipt"), the e-mail notice shall be deemed received at that time.

D. Notices Sent to Broker: Except in transactions where the Broker is practicing designated agency, notice to the Broker, the Broker's employees or the affiliated licensee of Broker representing a party in the transaction shall for all purposes herein be deemed to be notice to that the party and such persons shall be authorized agents of the party for the purpose of receiving notice. In any transaction where the Broker is practicing designated agency, only notice to the affiliated licensee designated by Broker to represent the party in the transaction shall be notice to that party. Personal delivery of notice may only be delivered to the party intended to receive the same or that party's authorized agent. Notice to a Broker or the affiliated licensee of Broker who is working with, but not representing a party, shall not be deemed to be notice to that party.

- E. Notice by Fax or E-Mail to a Broker or Affiliated Licensee of a Broker:** Notices by fax or e-mail to a Broker or the affiliated licensee of a Broker may only be sent to the e-mail address or fax number, if any, of the Broker or the affiliated licensee of the Broker set forth on the signature page of this Agreement or subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures set forth herein. If no fax number or e-mail address is included on the signature page of this Agreement (or is subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures) then notice by the means of communication not provided shall not be valid for any purpose herein.
- F. Address, E-Mail or Number for Receiving Notices:** Notices to a signatory to this Agreement shall only be effective if sent to the FAX number, e-mail address and/or physical address of the signatory listed on the signature page of this Agreement or subsequently provided by the signatory to the other signatories hereto in accordance with the notice provisions herein.

14. Default.

- A. Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- B. Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.

15. Other Provisions.

- A. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- B. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- C. Keys and Openers:** At closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.
- D. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- E. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- F. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- G. Time of Essence:** Time is of the essence of this Agreement.
- H. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- I. Binding Agreement Date:** The Binding Agreement Date in this Agreement shall be the date when the party is making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Binding Agreement Date below and promptly give notice of this date to the other party. Filing in the Binding Agreement Date shall not be deemed to be a counteroffer.
- J. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- K. Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- L. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- M. Time Limit of Offer:** The referenced Time Limit of the Offer shall be the date and time on which the Offer expires if both of the following have not occurred: (1) the Offer has not been accepted by the party to whom the Offer was made; and (2) notice of acceptance of the Offer has not been delivered to the party who made the Offer.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Thomas Matt Langley IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

16. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- Appraisal Contingency as Exhibit " _____ "
- Back-up Agreement Contingency as Exhibit " _____ "
- Community Association Disclosure as Exhibit " _____ "
- FHA Loan Exhibit OR VA Loan Exhibit OR Conventional Loan Exhibit OR USDA-RD Loan Exhibit as Exhibit " _____ "
- Legal Description of the Property as Exhibit " _____ "
- Sale or Lease of Buyer's Property Contingency as Exhibit " _____ "
- Seller's Property Disclosure Statement as Exhibit " _____ "
- Source of Buyer's Funds as Exhibit " _____ "
- Survey of Property as Exhibit " A _____ "
- Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. **Property shall close on or before December 31, 2013.**
2. **Seller is not requiring and earnest money.**
3. **Inspection period shall begin on binding agreement date and expire on the closing date, which ever is first. Buyer, it's agents may access the subject property anytime during inspection period.**
4. **The buyer agrees to allow the seller to have an appraisal completed at sellers sole expense. The difference between the purchase price and appraised value shall be considered a donation.**

Additional Special Stipulations are or are not attached.

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Buyer Acceptance and Contact Information

1. _____
Buyer's Signature

Cherokee County Government
Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone #

Fax #

2. _____
Buyer's Signature

Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone #

Fax #

Selling Broker/Affiliated Licensee Contact Information:

Selling Broker

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

MLS Office Code

Brokerage Firm License Number

Phone #

Fax #

E-Mail

Selling Agent's Georgia Real Estate License Number

Member of: _____ of REALTORS®

Seller Acceptance and Contact Information

1. _____
Seller's Signature

Canton TM Holdings, LLC.
Print or Type Name

812 Commerce Trail
Seller's Address

Canton, GA 30114

mlangley729@gmail.com
Seller's E-mail Address

770-265-2855
Seller's Phone #

Fax #

2. _____
Seller's Signature

Print or Type Name

Seller's Address

Seller's E-mail Address

Seller's Phone #

Fax #

Listing Broker/Affiliated Licensee Contact Information:

Listing Broker

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

MLS Office Code

Brokerage Firm License Number

Phone #

Fax #

E-Mail

Listing Agent's Georgia Real Estate License Number

Member of: _____ of REALTORS®

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____
and has been filled in by _____.

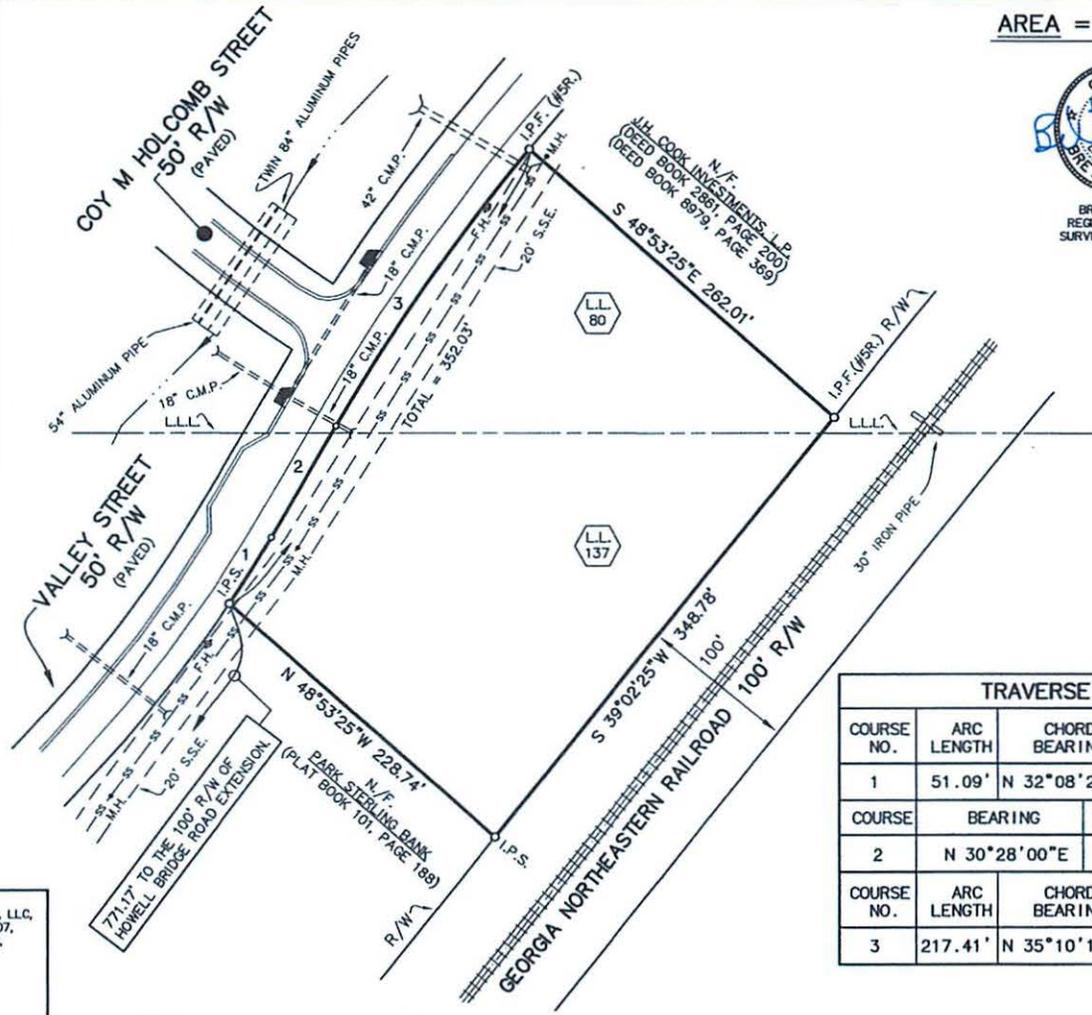
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- LEGEND:**
- 1) I.P.S. - IRON PIN SET (MSR. WITH PLASTIC CAP)
 - 2) I.P.F. - IRON PIN FOUND
 - 3) R. - REINFORCING BAR
 - 4) A - ARC
 - 5) RAD. - RADIUS
 - 6) (R) - RADIAL
 - 7) (M) - NOT RADIAL
 - 8) M.H. - MANHOLE
 - 9) D.I. - DROP INLET
 - 10) B.L. - BUILDING LINE
 - 11) R/W - RIGHT OF WAY
 - 12) J.B. - JUNCTION BOX
 - 13) F.H. - FIRE HYDRANT
 - 14) L.L.L. - LAND LOT LINE
 - 15) C.B. - CHORD BEARING
 - 16) C.D. - CHORD DISTANCE
 - 17) N.F. - NOW OR FORMERLY
 - 18) S.S. - SANITARY SEWER
 - 19) S.S.E. - SANITARY SEWER EASEMENT
 - 20) P.P. - POWER & (OR) PHONE POLE
 - 21) D.E. - DRAINAGE EASEMENT
 - 22) C - CENTERLINE
 - 23) P - PROPERTY LINE
 - 24) - OVERHEAD POWER LINE
 - 25) - OVERHEAD PHONE LINE
 - 26) - FENCE (APPROX. LOC.)
 - 27) - STREAM (APPROX. LOC.)
 - 28) - DITCH (APPROX. LOC.)
 - 29) [129] - INDICATES STREET NUMBER
 - 30) S.B.B. - STREAM BANK BUFFER
 - 31) C.M.P. - CORRUGATED METAL PIPE
 - 32) R.C.P. - REINFORCED CONCRETE PIPE
 - 33)

AREA = 2.00 ACRES



BRETT SISSON
REGISTERED LAND
SURVEYOR NO. 3158



TRAVERSE TABLE				
COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
1	51.09'	N 32°08'20"E	51.08'	844.73'
COURSE	BEARING	DISTANCE		
2	N 30°28'00"E	83.53'		
COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
3	217.41'	N 35°10'15"E	217.17'	1324.12'

- REFERENCE PLATS:**
- 1) BOUNDARY SURVEY FOR: HOWELL VALLEY, LLC, BY: LMX, INC., DATED: SEPTEMBER 13, 2007, REVISED: 5-20-08, JOB NO. 07-2513-11C, RECORDED IN PLAT BOOK 101, PAGE 188.
 - 2)

- NOTES:**
- 1) UNDERGROUND UTILITIES ARE LIKELY TO EXIST THAT ARE NOT SHOWN ON THIS PLAT. ANY USER OF THIS PLAT IS ADVISED TO CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 BEFORE CONSTRUCTION OR BEFORE PLANNING FOR CONSTRUCTION.
 - 2) THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY & EASEMENTS, BOTH RECORDED AND UN-RECORDED.
 - 3) SOME FENCE LINES ARE NOT SHOWN.
 - 4)

PURSUANT TO THE GEORGIA PLAT ACT, O.C.G.A. 15-6-67; NO COUNTY APPROVAL OF THIS PLAT IS REQUIRED AS NO NEW STREETS OR UTILITY IMPROVEMENTS ARE PLANNED, AND NO SANITARY SEWER OR SEPTIC TANK APPROVAL IS REQUIRED.

"F.E.M.A. OFFICIAL FLOOD HAZARD MAP" COMMUNITY NO. 130423, PAGE 1590, DATED 9/29/06, SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.



P.O. BOX 129
BALL GROUND, GEORGIA 30107
(770) 735-1100

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,723 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

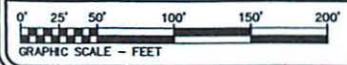
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 375,653 FEET.

EQUIPMENT USED FOR MEASUREMENTS:
TOPCON GTS-3005

* ALL MATTERS OF TITLE ARE EXCEPTED *

BOUNDARY SURVEY
-FOR-
CHEROKEE COUNTY

LAND LOT(S) - 80 & 137
DISTRICT - 3, SECTION - 2
CITY: BALL GROUND | CHEROKEE COUNTY, GEORGIA
PREPARED: NOVEMBER 29, 2013 | SCALE: 1" = 50'
LAST REVISED ON:
DWG FILE: J2513 LANGLEY.dwg
JOB NO. 13-2513-15C



Jerry Cooper

From: Paul Higbee <phigbee@jarrard-davis.com>
Sent: Tuesday, December 10, 2013 8:16 AM
To: Jerry Cooper; Angela Davis
Cc: Timothy Prather
Subject: RE: Draft Contract

Jerry,

The proposed agreement is on a form that we have used (with some modifications) many times in the past. I have the following comments:

- Sec. 8(A): Delete the last sentence with the hold harmless provision regarding the County.
- Sec. 10(D): Delete the hold harmless provision.
- Special Stipulation No. 3: Change the word "Inspection" to "Due Diligence."

Please let me know if you have any questions.

Paul N. Higbee, Jr.
Attorney at Law
Jarrard & Davis, LLP
105 Pilgrim Village Drive
Suite 200
Cumming, Georgia 30040
v 678-455-7150
f 678-455-7149
phigbee@jarrard-davis.com

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From: Jerry Cooper [<mailto:jcooper@cherokeega.com>]
Sent: Friday, December 06, 2013 4:51 PM
To: Angela Davis
Cc: Timothy Prather; Paul Higbee
Subject: Draft Contract

Hello Angie,

Could you review the attached draft contract for the acquisition of a 2-acre parcel in the City of Ballground for a future Fire Station location. I would like the BOC to consider purchasing on December 17th, contingent upon completion of satisfactory due diligence.



Cherokee County, Georgia Agenda Request

SUBJECT: Sale of County Property

MEETING DATE: December 17, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve a Purchase and Sale Agreement between Cherokee County and Rooker Properties for the sale of a 39-acre parcel owned by Cherokee County located on Highway 92 for \$2,150,000 to accommodate a future business park.

FACTS AND ISSUES:

Staff solicited proposals for the sale of a 39-acre parcel owned by Cherokee County and received three proposals. Rooker Properties provided the best proposal, including:

1. Purchase price of \$2,150,000
2. 45-day inspection period
3. 30-day close

ROOKER is a full-service real estate development, design and construction firm specializing in the industrial segment. We help companies in manufacturing, warehousing and distribution with everything that's needed to build a new facility.

<http://rookerco.com/>

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.

Contract: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review and approval by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve Purchase and Sale Agreement

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, stylized handwritten signature in blue ink is written over the signature lines for the County Manager and Agency Director.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**"), made and entered into this _____ day of November, 2013 (the "**Effective Date**"), by and between **CHEROKEE COUNTY**, a Political Subdivision of the State of Georgia ("**Seller**"), and **ROOKER PROPERTIES, LLC**, a Georgia limited liability company ("**Purchaser**").

W I T N E S S E T H

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain property more particularly hereinafter described upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid by Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Sale of Property. Seller will sell to Purchaser and Purchaser will purchase from Seller, upon the terms and conditions hereinafter set forth, the following:

(a) the fee simple estate in and to that certain tract of land containing approximately 39+/- acres and lying and being in Cherokee County, Georgia, and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Land**");

(b) all buildings, structures and other improvements located on the Land and all fixtures attached or affixed, actually or constructively, to the Land or to any such buildings, structures or other improvements (the "**Improvements**"); and

(c) all personal property located on the Land or within the Improvements which are now or at Closing owned by Seller (the "**Personalty**").

2. Purchase Price and Method of Payment. The purchase price for the Property shall be Two Million One Hundred Fifty Thousand and No/100 Dollars (\$2,150,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser to Seller at Closing by certified or cashier's check or federal reserve wired funds (less a credit against the cash portion of the Purchase Price for the amount of all Earnest Money paid by Escrow Agent to Seller in accordance with Paragraph 3 hereof).

3. Earnest Money. Within five (5) days of the Effective Date, Purchaser shall deposit with Calloway Title & Escrow ("**Escrow Agent**"), the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "**Earnest Money**"). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement and as required by the laws of the State of Georgia. The Earnest Money shall be credited against the Purchase Price due at Closing.

The Earnest Money shall be invested in such manner as may be selected by Purchaser in writing delivered to Escrow Agent, and in the absence of such writing, invested in an interest bearing account. Interest earned on the Earnest Money shall be and become the property of Purchaser. In the event Purchaser terminates this Agreement due to a failure of any of the conditions set forth in Paragraph 5 hereof, or for any other reason permitted by the terms of this Agreement, then One Hundred and No/100 Dollars (\$100.00) of the Earnest Money shall be paid to Seller by Escrow Agent for and in consideration of Seller entering into this Agreement and the balance of the Earnest Money shall be returned immediately to Purchaser and Purchaser and Seller shall have no further obligations under this Agreement. In the event of a default by Purchaser hereunder, the Earnest Money deposited with Escrow Agent shall be paid to Seller as fixed and full liquidated damages in accordance with Paragraph 22 hereof and receipt of these damages shall be Seller's sole remedy for such default. In the event the sale and purchase contemplated by this Agreement is consummated, the Earnest Money shall be disbursed by Escrow Agent to Seller at Closing and applied as a credit to Purchaser against the Purchase Price.

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that:

(a) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option or contract to any other person or entity to purchase the Property.

(b) Seller has received no written notification that the Property fails to comply with any laws, ordinances, rules, regulations, and requirements of any governmental authority or agency having jurisdiction over the Property which are applicable to the Property or to any part thereof or which are applicable to the use or manner of use, occupancy, possession or operation of the Property. Seller has received no written notification that the Property nor any portion thereof violates any zoning, building, fire, health, pollution, subdivision, environmental protection or waste disposal ordinance, code, law or regulation applicable thereto; and Seller shall give prompt notice to Purchaser of any notice of such violation which shall be received by Seller prior to Closing.

(c) Seller has not received any written notification that the Improvements contain, any asbestos, hazardous or toxic wastes, substances or materials or contaminants, oil, petroleum or petroleum derivatives, pesticides, radioactive or other materials, the removal of which is required, or the maintenance of which is prohibited or penalized, by any local, state or federal agency, authority or governmental unit.

(d) Seller has not received written notice of any suits, judgments, or violations relating to the Property or any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law or regulation which has not been heretofore corrected; there is no suit or judgment presently pending or threatened which would create a lien upon the Property; and Seller shall give prompt notice to Purchaser of any such suit or judgment filed, entered or threatened prior to Closing.

(e) To the actual knowledge of Seller, there are no pending or contemplated eminent domain proceedings affecting the Property or any part thereof; and Seller shall give prompt notice to Purchaser of any such proceedings which occur or are threatened with respect to the Property prior to Closing.

(f) Seller has received no notice of any pending or contemplated changes in the status of zoning for the Property. Seller has no agreement currently in effect with Cherokee County or any other entity, public or private, which would be binding upon Purchaser and would prevent or limit the use of the Property for any of the uses allowed by applicable zoning ordinances. Seller shall give prompt notice to Purchaser of any proposed changes of zoning of which Seller is aware prior to the Closing.

(g) Seller is not involved in any bankruptcy, reorganization or insolvency proceeding.

(h) All taxes, assessments, water charges and sewer charges affecting the Property or any part thereof due and payable at the time of the Closing shall have been paid or will be paid by Seller at Closing out of the sales proceeds. All special assessments which are or will become a lien on the Property or any part thereof shall also have been paid and discharged whether or not (i) confirmed, (ii) payable in installments or (iii) yet constituting a lien against the Property. If being contested, Seller shall provide such documents and funds as may be reasonably required by the title company in order to insure title to the Property without exception to such contested matters.

(i) There are no parties in possession of the Property or entitled to possession thereof other than Seller.

5. **Inspections, Title and Survey.**

(a) At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property subject only to the those matters listed on **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Permitted Exceptions**").

(b) Within five (5) business days after the Effective Date, Seller will deliver to Purchaser all title and due diligence information in Seller's possession or reasonably available to Seller concerning the Property, including title policies, certificates, commitments, abstracts, a copy of a survey of the Property, building plans, maintenance reports, maintenance or service contracts, and any other items in Seller's possession relating to the Property. Purchaser shall have a period of time commencing on the Effective Date and expiring at 6:00 P.M. EST on the date forty five (45) days thereafter (the "**Inspection Period**"), within which to examine the aforesaid documents, search title to the Property, and inspect the Property; Purchaser's entry upon the Property in accordance with this paragraph shall be undertaken in such a manner so as to not unreasonably interfere with Seller's ongoing operations or in such a manner as would do permanent or long-term damage to the Property. At any time prior to Closing, Purchaser may provide Seller with a written statement of title objections other than the Permitted

Exceptions. Seller shall have five (5) business days after receipt of such objections to satisfy all valid title objections or notify Purchaser that it will satisfy same by Closing. Seller shall be obligated to satisfy all monetary liens or assessment against the Property, and Seller shall be obligated to satisfy all objections which it undertakes to satisfy or which arise after the Effective Date, unless consented to in writing by Purchaser. If Seller fails to satisfy such objections by Closing, then Purchaser may choose to (i) rescind this Agreement and receive a return of all Earnest Money, (ii) close and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price, except that liens or encumbrances affecting the Property which may be discharged or cured by the payment of money may be paid by Purchaser at Closing and credited against the Purchase Price, or (iii) extend Closing for a reasonable period of time to permit Seller additional time to cure the title objections.

(c) Seller will not, after the Effective Date, encumber the Property with any title exceptions without Purchaser's prior written consent; provided, however, that Seller reserves the right to file an action under any section of the U. S. Bankruptcy Code; notwithstanding anything contained in this Agreement to the contrary, any dates related to the Inspection Period or the date of Closing shall be extended on a day for day basis for the period of time running between the filing date of any such bankruptcy of Purchaser and the date of either (i) a final, non-appealable dismissal of any such bankruptcy filing, or (ii) the entry of a final, non-appealable order approving the sale of the Property to Purchaser in accordance with the terms of this Agreement. In the event Purchaser shall file bankruptcy, Purchaser agrees to immediately seek (and exercise its best efforts to obtain) the approval of the sale of the Property in accordance with the terms of this Agreement free and clear of all liens, claims or encumbrances of record.

(d) Seller understands that before Purchaser determines to close, it is necessary for Purchaser to perform or obtain various tests and make certain investigations relating to the Property. Therefore, Seller grants to Purchaser an option to rescind this Agreement if for any reason Purchaser is not satisfied with the Property or any characteristic thereof for any reason whatsoever in Purchaser's sole and absolute discretion. To exercise this option to rescind, Purchaser shall give Seller written notice of rescission before the expiration of the Inspection Period; and upon such rescission, this Agreement shall be terminated and all the Earnest Money (less \$100.00) will be promptly returned to Purchaser as stated below. If Purchaser rescinds or terminates this Agreement prior to the expiration of the Inspection Period and the sole valid reason is Purchaser's exercise of Purchaser's option under this paragraph, then Seller shall be entitled to \$100.00 of the Earnest Money as earned consideration for holding the Property off the market pending Purchaser's inspection and decision regarding the purchase of the Property.

6. Conditions to Purchaser's Obligations to Purchaser the Property.

(a) Purchaser's obligations hereunder shall be subject to Purchaser's determination, in Purchaser's sole discretion, that the following conditions have been satisfied.

(i) From and after the Effective Date and continuing until the date of the Closing, Seller, at Seller's cost and expense, shall maintain in effect its present hazard and public liability insurance policies.

(ii) Seller shall provide Purchaser with a certificate dated the date of the Closing confirming that all of the statements in Paragraph 4 hereof and all of the other representations and warranties of Seller contained herein are true, correct and complete as of the date of the Closing.

(iii) Seller shall have delivered to Purchaser on or before five (5) business days after the Effective Date a copy of each service contract in the possession of Seller affecting the Property. Seller will not enter into any service contracts after the date of this Agreement without prior written approval of Purchaser which approval shall not be unreasonably withheld or delayed as long as such contracts are terminable by Purchaser on not more than thirty (30) days notice. Purchaser shall have until the end of the Inspection Period to determine the adequacy and sufficiency of any existing service contracts.

(iv) The sale and all aspects of the transactions contemplated by this Agreement shall be legal in all respects and not violate any applicable law, ordinance or regulation of any governmental authority.

(v) Seller hereby acknowledges and agrees that in order for Purchaser to proceed with Closing under this Agreement, the Property must be rezoned by Seller (with all appeal periods having passed without any appeals having been filed) to an industrial zoning classification with zoning conditions acceptable to Purchaser in its sole discretion, which will allow for Purchaser's development of the Property as not less than a 500,000+/- square foot industrial building facility and related improvements as depicted on the Site Plan attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Site Plan"), with any modifications to the Site Plan by Seller being acceptable to Purchaser.

(b) In the event any of those conditions to Purchaser's obligations under this Agreement are not fulfilled to Purchaser's sole satisfaction, Purchaser shall notify Seller in writing of such failure in accordance with the notice provisions set forth in Paragraph 15 hereof, and this Agreement shall be terminated and of no further force or effect, and further, Escrow Agent shall return the Earnest Money to Purchaser in accordance with Paragraph 3 hereof, and neither party shall have any further rights or obligations hereunder.

7. Covenants of Seller.

(a) In the event that Seller shall: (i) receive notice of any violation of any zoning, building, fire, health, pollution, environmental protection or waste disposal ordinance, code, law or regulation applicable to the Property or (ii) receive notice of any suit or judgment which would create a lien upon the Property in the hands of Purchaser after Closing, or (iii) Seller files any action under the U. S. Bankruptcy Code, then at the option of Purchaser, either (A) Purchaser shall terminate this Agreement and Escrow Agent shall pay the Earnest Money to Purchaser and this Agreement and all rights and obligations hereunder shall immediately terminate or (B) the purchase and sale contemplated hereby shall be closed as provided herein except that Purchaser shall accept the Property subject to the notices and requests set forth above and the terms of Section 5(c) hereinabove.

(b) From and after the date hereof, Seller shall allow Purchaser and Purchaser's employees and agents, at any time and from time to time while this Agreement is in effect, during normal business hours, (i) to enter upon the Property and to enter the Improvements in order to examine the same, the condition thereof, and any books and records relative thereto and (ii) to make surveys, tests, reports and examinations thereof.

8. Closing. The Closing shall be held thirty (30) days (or the first business day thereafter if such date falls on a weekend or a holiday) after the expiration of the Inspection Period or such earlier date as the parties mutually agree, at the offices of Purchaser's attorneys, Schreeder, Wheeler & Flint, LLP, 1100 Peachtree St., NE, Suite 800 Candler Building, Atlanta, Georgia 30309. At the Closing, Seller and Purchaser will execute and deliver all deeds and other documents necessary to consummate the transactions contemplated by this Agreement pursuant to the terms of this Agreement.

9. Conveyance of the Property. At the Closing, Seller shall convey to Purchaser, by limited warranty deed, marketable fee simple title to the Property, subject to the matters hereinbelow set forth, which title will be free and clear of all liens, encumbrances, tenancies and restrictions (including condemnation proceedings) of any kind and nature other than State and County ad valorem taxes not yet due and payable and the Permitted Exceptions hereinafter described. In such limited warranty deed, Seller will warrant that, except for the Permitted Exceptions, the title to the Property is free and clear of all liens, encumbrances, tenancies and restrictions whatsoever. At the Closing, Seller will convey to Purchaser all fixtures, equipment, personal property and intangible personal property located on and used in connection with the Property and owned by Seller by a limited warranty bill of sale. At Closing, Seller will deliver to Purchaser such final plans and specifications for the Improvements as available to Seller and all warranties with respect to the Property. At Closing, Seller shall deliver a mechanics lien affidavit in the form generally used in the State of Georgia, but which affidavit shall provide that all work done or material furnished on or at the Property have been completed and paid for in full. Seller will deliver to Purchaser at Closing a certification or affidavit sufficient under the Foreign Investors Real Property Tax Act to establish Seller's status as a citizen or resident of the United States. Seller acknowledges that pursuant to O.C.G.A. Section 48-7-128, any "non-resident of

Georgia" that sells or transfers real property in Georgia is subject to withholding tax. Seller agrees that it shall, at Closing, (i) provide the require affidavit proving it is not a "non-resident of Georgia" under O.C.G.A. Section 48-7-128 or (ii) provide a sufficient affidavit affirming the amount of gain to be recognized from the sale of the Property under this Agreement, in which event Seller will be subject to the withholding tax, unless Seller will recognize no gain from the sale. Additionally, Seller shall deliver to Purchaser all partnership and corporate resolutions and incumbency certificates to evidence the authority for the sale of the Property and execution of the related documents by Seller, together with all other documentation as may be reasonably required by Purchaser or Purchaser's title company to carry out the terms, covenants, conditions and intent of this Agreement. Purchaser is entering into this Agreement with the express understanding that all liens and encumbrances, past due utility bills, payables, Broker's commission and prorations due from Seller shall be paid from the net proceeds of sale or by Seller prior to or at Closing so that Purchaser does not contribute any funds in order to close this sale.

10. Closing Costs. Seller shall pay the State and local transfer taxes assessed in connection with the Closing from the sales proceeds. Purchaser shall pay the premiums for owner's title insurance policy and recording fees for the deed, and any other costs incurred by Purchaser in closing this sale. Each party shall pay its own attorneys' fees.

11. Prorations. All matters involving prorations or adjustment to be made in connection with the Closing and not specifically provided for in some other provision of this Agreement shall be prorated as of midnight of the day before Closing as follows:

(a) **Taxes.** At Closing, all state and county taxes with respect to the Property shall be prorated, based upon the amount of such taxes for the year in which the Closing occurs, if known, or otherwise, based on taxes for the preceding year. If the actual amount of such taxes for the year of Closing once determined, is more or less than the amount of such taxes for the preceding year, Purchaser and Seller, promptly upon receipt by either of them, of the notice or bill for such taxes, shall make the proper adjustment so that the proration will be accurate, based upon the actual amount of such taxes for the year of Closing (computed with the maximum discount for prompt payment), and payment shall be made promptly by Seller or Purchaser, whichever shall be required to make such payment, to the other party for the purpose of making such adjustment.

(b) **Payables.** All costs and expenses of operating the Property which have accrued as of the close of business immediately preceding the Closing Date shall be paid by Seller on or before the Closing Date which shall be paid from the Sales Proceeds. All costs and expenses of operating the Property which are accrued on or after the Closing Date shall be paid by Purchaser.

(c) **Utilities.** In order to prorate charges for water, gas, electricity and any other utility service, representatives of Seller and of Purchaser shall arrange with the appropriate utilities providers to have the utility meters monitoring the servicing of the Property read on the day before Closing, if possible. Seller shall pay all charges for utilities accrued to the time of such reading, which shall be paid from the Sales Proceeds.

12. Possession of Property. Seller shall deliver possession of the Property to Purchaser at the time of Closing subject only to the Permitted Exceptions and without exception to the rights of any tenants or occupants of the Property.

13. Brokers. Seller shall pay a real estate commission to Wilson, Hull, and Neal (“Seller’s Broker”) pursuant to a separate agreement which shall be paid from the sales proceeds. In no event shall Purchaser have any liability for the repayment of any commissions or fees to Seller’s Broker. Except with respect to Seller’s Broker, Seller hereby represents and warrants and will represent and warrant at Closing to Purchaser that it has not engaged any broker or agent in regard hereto or to the sale and purchase of the Property, or both, and Seller agrees, to the extent, if any, allowed by law, to indemnify Purchaser and hold Purchaser harmless against all liability, loss, cost, damage, claims and expense (including, but not limited to, attorneys’ fees and cost of litigation) Purchaser shall ever suffer, incur, or be threatened with because of any claim by any broker or agent, including Broker, for any said fee, commission or other compensation with respect to the sale and purchase of the Property. Purchaser hereby represents and warrants and will represent and warrant at Closing to Seller that it has not engaged any broker or agent in regard hereto or to the purchase of the Property, or both, and Purchaser agrees to indemnify Seller and hold Seller harmless against all liability, loss, cost, damage, claims and expense (including, but not limited to, attorneys’ fees and all costs and expenses of litigation) Seller shall ever suffer, incur, or be threatened with because of any claim by any broker or agent, for any fee, commission or other compensation with respect to the sale and purchase of the Property. This Paragraph 13 shall survive the Closing or any earlier termination of this Agreement.

14. Termination. In addition to Purchaser’s rights as set forth in Paragraph 5 hereof, Purchaser, at Purchaser’s sole election, may cancel and terminate this Agreement by written notice to Seller, if any one or more of the following conditions or state of facts shall exist at the time of Closing.

(a) The failure of Seller to deliver to Purchaser at the Closing the instruments described in Paragraph 9 hereof.

(b) The failure of Seller to comply with any other provision of this Agreement or the fact that any representation or warranty of Seller set forth in this Agreement was materially inaccurate at the time made.

(c) Any notice shall have been given or proceeding filed or commenced by a governmental authority having the power to rezone the Property proposing to rezone the Property.

In the event Purchaser elects to cancel this Agreement pursuant to the terms of this Paragraph 14, Escrow Agent shall pay the Earnest Money (less the \$100.00 to be paid to Seller in accordance with Paragraph 3), together with any interest accumulated thereon, to Purchaser, and this Agreement shall be of no further force or effect.

15. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon either (i) hand delivery, (ii) being deposited in the United States mail, postpaid and registered or certified with return receipt requested, (iii) electronically transmitted or (iv) being deposited with a reputable overnight delivery service, provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice, demand or request, if given to Seller shall be addressed as follows:

If to Purchaser: Rooker Properties, LLC
4920 North Royal Atlanta Drive
Tucker, Georgia 30084
Attention: Murray Reavis
Tel: 678-367-4213
Fax: 770-491-1387
Email: murrayreavis@rookerco.com

With a Copy to: Schreeder, Wheeler & Flint, LLP
1100 Peachtree Street
Suite 800
Atlanta, Georgia 30309
Attention: Clifford A. Barshay, Esq.
Tel: 404-681-3450
Fax: 404-681-1046
Email: cbarshay@swflfp.com

If to Seller: _____

Attention: _____
Tel: _____
Fax: _____
Email: _____

With a Copy to: _____

Attention: _____
Tel: _____
Fax: _____
Email: _____

If to Escrow Agent: Calloway Title & Escrow

4170 Ashford Dunwoody Road
Suite 285
Atlanta, Georgia 30319
Attention: Marcus Calloway
Tel: 770-698-7960
Fax: 770-698-7999
Email: marcusc@titlelaw.com

Either party shall have the right to change its address for notice hereunder by giving notice thereof to the other party in the manner hereinabove set forth.

16. Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors and permitted assigns, to the same extent as if specified at length throughout this Agreement. This Agreement may be assigned by Purchaser without Seller's prior consent.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

18. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

19. Prior Discussions and Amendments. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

20. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

21. Survival. All Agreements, representations and warranties made herein shall not be impaired by any investigation or other act by Purchaser, shall survive the Closing and shall not be merged into the documents executed and delivered at Closing for a period of six (6) months.

22. Defaults. In the event Seller defaults in the performance of any of its obligations under this Agreement, then Purchaser shall be entitled to either (a) receive a refund of the Earnest Money; or (b) pursue an action for specific performance against Seller. In no

event shall Purchaser be entitled, either before or after closing, to maintain a suit against Seller and Purchaser covenants not to sue Seller for the purpose of recovering monetary damages. In the event that the purchase and sale contemplated hereby is not closed by reason of Purchaser's default or refusal to perform Purchaser's obligations hereunder, through no fault of Seller, the Earnest Money held by Escrow Agent shall be paid by Escrow Agent to Seller as fixed and full liquidated damages, and Seller hereby agrees that Purchaser shall have no further liability hereunder or by reason of Purchaser's breach hereof. Purchaser and Seller recognize that it would be difficult to ascertain the actual damages suffered by Seller as a result of such failure to close, it being specifically acknowledged and agreed by Seller and Purchaser that such liquidated damages are reasonable. Seller hereby relinquishes any and all right to pursue an action for specific performance against Purchaser in the event Purchaser defaults in any of his obligations hereunder.

23. Condemnation. In the event that any action or proceeding is filed (or notice of such action or proceeding given) under which all of the Property or a material portion thereof may be taken under the right of eminent domain, then, at the option of Purchaser, either (A) Escrow Agent shall pay the Earnest Money and all interest accumulated thereon to Purchaser and this Agreement and all rights and obligations hereunder shall immediately terminate, or (B) the purchase and sale contemplated hereby shall be closed as provided herein except that Seller shall at Closing assign to Purchaser all of Seller's interest in any proceeds received or which may be received by reason of such taking and Purchaser shall take title to the Property subject to such condemnation proceedings.

24. Casualty. In the event that all or a material portion of the Improvements are damaged by fire or other casualty and are not restored or repaired, then, at the option of Purchaser, either (A) Escrow Agent shall pay the Earnest Money and all interest accumulated thereon to Purchaser and this Agreement and all rights and obligations hereunder shall immediately terminate, or (B) the purchase and sale contemplated hereby shall be closed as provided herein except that Seller shall at Closing assign to Purchaser all of Seller's interest in any and all insurance proceeds received or receivable by reason of such casualty.

25. Time Is of the Essence. Time is of the essence of this Agreement.

26. Conditions of Escrow. Escrow Agent accepts the undertaking in this Agreement subject to these conditions of escrow:

(a) The Earnest Money may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in its regular escrow account at any national bank or any state bank whose deposits are insured by the FDIC. The Earnest Money shall be retained in an interest-bearing account, and all interest earned thereon shall be deemed Earnest Money. Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the Earnest Money.

(b) Upon receipt of written notification from Purchaser and Seller that the contemplated sale is to be consummated, or in the alternative, that the contemplated sale

shall not take place, Escrow Agent shall deliver the Earnest Money and any accrued interest as instructed in writing by the parties. Except as provided in Paragraph 7 of this Agreement, if Escrow Agent receives such instructions from only one of the parties (“**the first party’s instructions**”), and if within three (3) business days thereafter Escrow Agent has not received any instructions in writing from the other party (“**the second party**”), Escrow Agent shall give written notice to the second party of Escrow Agent’s receipt of the first party’s instructions. Should Escrow Agent not receive any contrary instructions in writing from the second party within five (5) business days after receipt by the second party of such notice, Escrow Agent shall be authorized to deliver the Earnest Money and any accrued interest according to the first party’s instructions. In the event Purchaser terminates this Agreement pursuant to Paragraph 7 of this Agreement, Escrow Agent shall immediately disburse the Earnest Money as described in Paragraph 7 without prior notification to either party.

(c) Upon receipt of a claim of default by either party, Escrow Agent shall give written notice, of such claim to the nonclaiming party. Should Escrow Agent not receive notice of a challenge to such claim of default within five (5) business days after receipt of such notice by the non-claiming party, Escrow Agent shall be authorized to disburse the Earnest Money and any accrued interest to the claiming party. Should Escrow Agent receive any notice of a challenge from non-claiming party, Escrow Agent shall continue to hold the Earnest Money under the provisions of this Agreement.

(d) The parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

(e) Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of the Escrow Agreement. Escrow Agent shall not incur any liability for any loss of funds due to bank or other depository failure, suspension or cessation of business or any action or inaction on the part of the bank or other depository. Escrow Agent is specifically authorized to refuse to act except upon the written instructions of Purchaser and Seller.

(f) Purchaser and Seller hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable cost of investigation and attorneys fees and disbursements which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder.

(g) In an event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

(h) If Purchaser should subsequently deliver any additional Earnest Money to Escrow Agent in connection with the sale contemplated by this Agreement, Escrow Agent shall hold such additional Earnest Money under the terms of this Agreement, unless instructed otherwise in writing by the parties.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

SELLER:

CHEROKEE COUNTY, a Political Subdivision of the State of Georgia

By: _____
Name: _____
Title: _____

PURCHASER:

ROOKER PROPERTIES, LLC, a Georgia limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Permitted Exceptions

Taxes for the year 2012 and subsequent years not yet due and payable.

Gene Hobgood, *Mayor*
 E. Scott Wood, *City Manager*
 Susan C. Stanton, *City Clerk*



City of Canton

151 Elizabeth Street
 Canton GA 30114
 Phone 770-704-1500
 Fax 770-704-1538
www.canton-georgia.com

E.H. "Hooky" Huffman, Ward I, *City Council*
 Bob Rush, Ward I, *City Council*
 Jack Goodwin, Ward II, *City Council*
 Bill Bryan, Ward II, *City Council*
 John Beresford, Ward III, *City Council*
 Glen Cummins, Ward III, *City Council*

Certified Main No.: 7009 2250 0004 2813 1666

November 25, 2013

The Board of County Commissioners of Cherokee County
 c/o Mr. Jerry Cooper, County Manager
 1130 Bluffs Parkway
 Canton, Georgia 30114

Subject: Annexation request AX1310-001 – Map Book 14N23A Parcels 018, 019, 022, 025A, 026 and a portion of 023 – Cherokee County, Georgia

Dear Sirs:

Please be advised that the City of Canton Georgia, by the authority vested in the Mayor and City Council by O.C.G.A. 36-36-21 intends to consider the annexation of the above referenced property at a regular meeting of the Mayor and City Council. This application was received on October 1, 2013 and accepted for processing on November 25, 2013. Notice was sent to you on November 25, 2013 to an address that had previously accepted such notification.

This letter of notification has been sent to you as required by O.C.G.A. 36-36-6.

A rezoning application has also been submitted with the annexation request. The applicant is seeking to rezone the property from R-40 (residential) and GC (General Commercial, Cherokee County) to C-2 (General Commercial, City of Canton) These applications will go before the Planning Commission of the City of Canton on December 16, 2013.

Enclosed please find copies of the proposed annexation (AX1310-001) and rezoning (Z1310-001) applications. Per O.C.G.A. 36-36-7 (a) the County has five (5) business days from the receipt of this letter to notify the City of any County owned public facilities within the proposed annexation area. If the County wishes to object to the proposed annexation you must do so by the thirtieth (30) day of the receipt of this notification as per O.C.G.A. 36-36-113(c).

Should you have any questions please call my office at 770-704-1530.

Sincerely,

Steve Green, Zoning Administrator
 City of Canton

Cc: File AX1310-001
 File Z1310-001



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114

Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Public Hearing Application

Project # AX131D-001

1. Please check all information supplied on the following pages to ensure that all spaces are filled out completely and accurately before signing this form. State N/A, where Not Applicable
2. Please make your check payable to "City of Canton."
3. If you have questions regarding this form please contact the Department of Planning and Zoning by calling (770) 704-1530.

This form is to be executed under oath. I, WILLIAM G. HASTY, JR., do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in the Application for Public Hearing is true and correct and contains no misleading information. I, WILLIAM G. HASTY, JR., have received and thoroughly read the Public Hearing Procedures.

Applicant: W G Hasty, Jr. This 1st day of October, 20 13.
Print Name: William G. Hasty Jr.

Applicant Information:

Name: WILLIAM G. HASTY, JR.
Address: 741 HAWKS RIDGE DR.
City: BALL GROUND
State: GA Zip Code: 30107
Telephone: 770-479-0366 (OFFICE)
Fax Number: N/A
Email Address: BILLYHASTY@GMAIL.COM

Owner Information:

Name: WILLIAM G. HASTY, JR.
Address: 741 HAWKS RIDGE DR.
City: BALL GROUND
State: GA Zip Code: 30107
Telephone: 770-479-0366 (OFFICE)
Fax Number: N/A
Email Address: BILLYHASTY@GMAIL.COM

This Application For (Check Only One):

- | | |
|--|--|
| <input checked="" type="checkbox"/> A Annexation | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> B Rezoning | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> K Variance : Pre-Construction |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> K Variance : Post-Construction |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> Appeal |
| <input type="checkbox"/> F Land Use Modification | <input type="checkbox"/> Adjustment |
| <input type="checkbox"/> G Zoning Condition Amendment | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> H Density Transfer within Master Plan | |

CITY OF CANTON
RECEIVED
OCT 01 2013
BUILDING
DEPARTMENT

Fee Schedule				Staff Use Only	
Application Type				Amount Due	
Base Fee	f (#Acres	x \$25.00) =	Amount Due	
Advertising Fee	f (#Acres	x \$50.00) =	Total Fee	
Received By:		Date:		Amount Paid:	



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Authorization Of Property Owner

This form is to be executed under oath. I, WILLIAM G. HASTY, JR., do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 1st day of October, 2013.

Owner Signature: [Signature] Print Name: William G. Hasty, Jr.

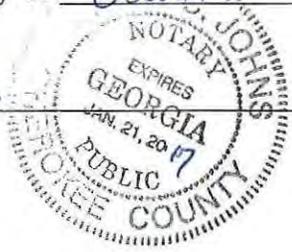
I, the above signed legal owner of the subject property, do hereby authorize the following application to be submitted to the City of Canton:

- | | |
|---|--|
| <input checked="" type="checkbox"/> A Annexation | <input type="checkbox"/> G Zoning Condition Amendment |
| <input type="checkbox"/> B Rezoning | <input type="checkbox"/> H Density Transfer within Master Plan |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> K Variance |
| <input type="checkbox"/> F Land Use Modification | |

CITY OF CANTON
RECEIVED
OCT 01 2013

Sworn To And Subscribed Before Me This 1st Day Of October, 2013 [Signature] BUILDING DEPARTMENT

Notary Signature: [Signature] (Seal)





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114

Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Authorization Of Applicant

This form is to be executed under oath. I, WILLIAM G. HASTY, JR., do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 1st day of October, 20 13.

Owner Signature: [Handwritten Signature] Print Name: William G. Hasty, Jr.

I, the above signed legal owner of the subject property, do hereby authorize the person named below to act as applicant in the pursuit of a request for:

- | | |
|---|--|
| <input checked="" type="checkbox"/> A Annexation | <input type="checkbox"/> G Zoning Condition Amendment |
| <input type="checkbox"/> B Rezoning | <input type="checkbox"/> H Density Transfer within Master Plan |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> K Variance |
| <input type="checkbox"/> F Land Use Modification | |



Name of Authorized Applicant: WILLIAM G. HASTY, JR.

Signature: [Handwritten Signature]



Mailing Address: 741 HAWKS RIDGE DR.

City: BALL GROUND

State: GA Zip Code: 30107

Telephone: 770-479-0366 (OFFICE)

Fax Number: N/A

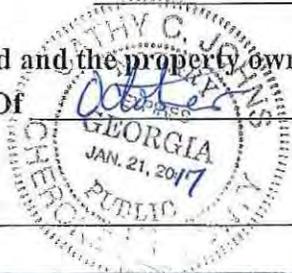
E-mail: BILLYHASTY@GMAIL.COM

Applicant Status:

- Owner
- Option to Purchase
- Leasee
- Area Resident
- Other (Explain): _____

This Authorization of Applicant Form has been completed and the property owner's signature is Sworn To And Subscribed Before Me This 1st Day Of October, 20 13.

Notary Signature: [Handwritten Signature] (Seal)





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Authorization Of Property Owner

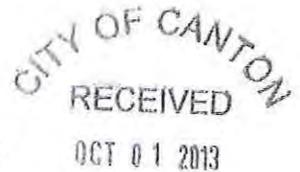
This form is to be executed under oath. I, ERNEST L. GUNN IV, do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 1 day of October, 20 13.

Owner Signature: *Ernest L. Gunn* Print Name: ERNEST L. GUNN IV

I, the above signed legal owner of the subject property, do hereby authorize the following application to be submitted to the City of Canton:

- | | |
|---|--|
| <input checked="" type="checkbox"/> A Annexation | <input type="checkbox"/> G Zoning Condition Amendment |
| <input type="checkbox"/> B Rezoning | <input type="checkbox"/> H Density Transfer within Master Plan |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> K Variance |
| <input type="checkbox"/> F Land Use Modification | |



Sworn To And Subscribed Before Me This 1st Day Of Oct

Notary Signature: *Sharon Adams*





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Authorization Of Applicant

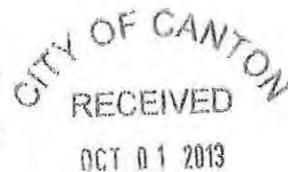
This form is to be executed under oath, I, ERNEST L. GUNN IV, do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 1 day of October, 2013.

Owner Signature: [Signature] Print Name: ERNEST L. GUNN, IV

I, the above signed legal owner of the subject property, do hereby authorize the person named below to act as applicant in the pursuit of a request for:

- | | |
|---|--|
| <input checked="" type="checkbox"/> A Annexation | <input type="checkbox"/> G Zoning Condition Amendment |
| <input type="checkbox"/> B Rezoning | <input type="checkbox"/> H Density Transfer within Master Plan |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> K Variance |
| <input type="checkbox"/> F Land Use Modification | |



Name of Authorized Applicant: WILLIAM G. HASTY, JR.

BUILDING DEPARTMENT

Signature: [Signature]

Mailing Address: 741 HAWKS RIDGE DR.

Applicant Status:

City: BALL GROUND

- Owner
- Option to Purchase
- Leasee
- Area Resident
- Other (Explain): _____

State: GA Zip Code: 30107

Telephone: 770-479-0366 (OFFICE)

Fax Number: N/A

E-mail: BILLYHASTY@GMAIL.COM

This Authorization of Applicant Form has been completed and the property owner's signature is Sworn To And Subscribed Before Me This 1st Day Of October, 2013



Notary Signature: [Signature]



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Disclosure Form

O.C.G.A. § 36-67A-2 / O.C.G.A. § 36-67A-3 requires disclosure of campaign contributions to government officials by an applicant or opponent of a public hearing petition. Applicants must file this form with the Department of Planning and Zoning.

1. Name of Applicant/Opponent: WILLIAM G. HASTY *Please Type Or Print All Responses*

Section 1

If the answer to any of the following questions is "Yes," complete Section 2.

- A) Are you, or anyone else with a property interest in the subject property, a member of the City of Canton Planning Commission or the City of Canton Mayor and Council?
 YES NO
- B) Does an official of such public bodies have any financial interest in any business entity which has a property interest in the subject property?
 YES NO
- C) Does a member of the family of such officials have an interest in the subject property as described in (A) and (B)?
 YES NO
- D) Within Two (2) years of immediately preceding this application have you made campaign contributions(s) or given gifts to such public officials aggregating \$250 or more?
 YES NO

Section 2

1. Name and the official position of the Canton Official to whom the campaign contribution was made *(Please use a separate form for each official to whom a contribution has been made in the past (2) years):*

CITY OF CANTON
RECEIVED
OCT 01 2013

2. List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Canton Official:

	Description
\$	_____
\$	_____
\$	_____

BUILDING DEPARTMENT

Note: Complete a separate form for each authorized applicant.





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114

Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

PUBLIC SCHOOL POLICY STATEMENT

The Mayor and Council of the City of Canton hereby recognize that growth and development can, at times, have an effect on school capacity within the county and therefore recognize the need to share information on developments that have regional impact. In an effort to cooperate with the Cherokee County School Board and share information on residential rezoning requests, master plan applications, and land use modifications to the comprehensive land use plan, the Mayor and Council hereby encourage open dialogue and meeting between the applicant and the appropriate school board representative. Therefore, developers whose projects consist of 25 or more residential units shall contact the Cherokee County School Board and communicate with a school board representative to discuss their intent. This communication between the applicant and the school board shall take place, at a minimum, prior to the Planning Commission meeting in which the application is scheduled to be heard. The applicant should be prepared to address such communication if requested by the Mayor and Council at the meeting in which final action is to be taken. (Section 8-8-B-37) (Amended: 12/07/00)

County Schools serving this development:

HIGH CREEKVIEW HIGH SCHOOL

MIDDLE CREEKLAND MIDDLE SCHOOL

ELEMENTARY AVERY ELEMENTARY SCHOOL

TRAFFIC INFORMATION

Road/Street providing access: GA-20 AND OLD DOSS RD.

Width at property: (Road) $\frac{\sim 20' \text{ (OLD DOSS)}}{\sim 50' \text{ (GA-20)}}$ (Right-of-way) $\frac{30' \text{ (OLD DOSS)}}{100' \text{ (GA-20)}}$

Distance to nearest major thoroughfare: 0' Thoroughfare Name: GA-20

Description of Road accessing property (Classification): STATE ROUTE

In support of this request, I submit the following items, which are attached and made a part of this application:

- Boundary Survey
- Legal Description
- Letter of Intent
- Planning Commission Review Criteria Response
- Board of Zoning Appeals Review Criteria Response
- Petition Requesting Annexation
- Other (please explain) _____

- Master Plan / Site Plan
- Location Map
- Hydrology Study
- Traffic Analysis Report
(Guidelines available from Planning & Zoning Dept.)
- Elevation Plans

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BUILDING
DEPARTMENT

City of Canton



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Canton Planning Commission Review Criteria

(Applications Type A – J : ONLY)

How will this proposal be compatible with surrounding properties? PROPOSED DEVELOPMENT WILL BE
VERY SIMILAR TO CANTON MARKETPLACE, WHICH IS LOCATED ACROSS GA-20

How will this proposal affect the use and value of surrounding properties? PROPOSED DEVELOPMENT SHOULD
INCREASE VALUE OF NEIGHBORING PROPERTIES BY CONTINUING COMERCIAL GROWTH IN AREA.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.
NO, DUE TO THE LOCATION OF THE PROPERTY (ACROSS FROM CANTON MARKETPLACE), IT IS NOT
FEASIBLE TO DEVELOP THE PROPERTY AS IT IS CURRENTLY ZONED AS R-40.

What would be the increase to population and traffic if the proposal were approved? NO INCREASE TO THE
POPULATION IS ANTICIPATED DUE TO THIS DEVELOPMENT. TRAFFIC IMPACT SHOULD BE MINIMAL DUE
TO THE LOCAITON OF THE SITE AND ITS PROXIMITY TO I-575.

What would be the impact to schools and utilities if the proposal were approved? _____
MINIMAL IMPACT TO SCHOOLS AND UTILITIES IS EXPECTED DUE TO THE PROPOSED ZONING OF C-2
(GENERAL COMMERCIAL) .

How is the proposal consistent with the Comprehensive Land Use Plan, particularly the Future Land Use Map?
THE PROPOSED DEVELOPMENT FITS WELL WITH THE FUTURE DEVELOPMENT MAP, WHICH CLASSIFIES THE
AREA AS "SUBURBAN GROWTH".

Are there existing or changing conditions which affect the development of the property and support the proposed request?
WITH THE CONSTRUCTION OF THE NEW HOSPITAL NEARBY, THE RESULT OF DEVELOPING
THIS PROPERTY UNDER THE PROPOSED ZONING WILL HELP CONTINUE GROWTH IN THE AREA THAT
MIGHT HAVE OTHERWISE BEEN UNREALIZED UNDER PREVIOUS ZONING OF R-40.

* Please provide a Letter of Intent, which provides the necessary information to support your application.

CITY OF CANTON
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OCT 01 2013



BUILDING

City of Canton
Exhibit A



Community Development Department

151 Elizabeth Street, 1st Floor

Canton, Georgia 30114

Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department

Steve Green

ZONING ADMINISTRATOR

(Application Type A : ONLY)

Address of Property to be Annexed: 268&330 OLD DOSS RD., 210&220 BOYD LN., 2241&2281 CUMMING WAY

Land Lot(s): 239 District: 14 Section: 2 Map #: _____ Parcel #: 14-0239-0002

14-0239-0003

14-0239-0040

14-0239-0041

14-0239-0042

14-0239-0049

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of the Land:

Residential

Other (Specify) _____

Commercial

Existing Structures _____

Vacant

2. Number of persons currently residing on the property: 0; Number 18 years or older: _____;

Number registered to vote: _____

3. The number of all residents occupying the property:

_____ American Indian

_____ Alaskan Native

_____ Asian

_____ Pacific Islander

_____ Black, not of Hispanic Origin

_____ Hispanic

_____ White, not of Hispanic Origin

4. Please attach the following information as Exhibit "C". The Atlanta Regional Commission requires this information so that they can provide Population Estimates.

- (1) Number of Existing Housing Units
- (2) List of addresses for each housing unit in the annexed area at the time of the annexation
- (3) Disposition of existing structures (e.g. to be Demolished, Moved, or Converted)
- (4) Names of affected subdivision
- (5) Names of affected multi-family complex
- (6) Names of group quarters (such as school dormitories, nursing homes or jails)
- (7) Names of affected duplexes
- (8) Names of Mobile Home Parks

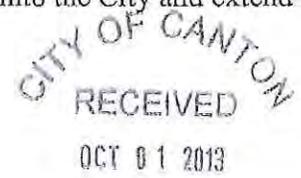
I/We the undersigned, being the owner(s) of real property of the territory described herein, respectfully request that the Mayor and City Council of the City of Canton, Georgia annex this property into the City and extend the City boundaries to include the same.

William G. Hasty, Jr. 10/1/13
Property Owner's Signature Date

WILLIAM G. HASTY, JR.
Property Owner's Printed Name

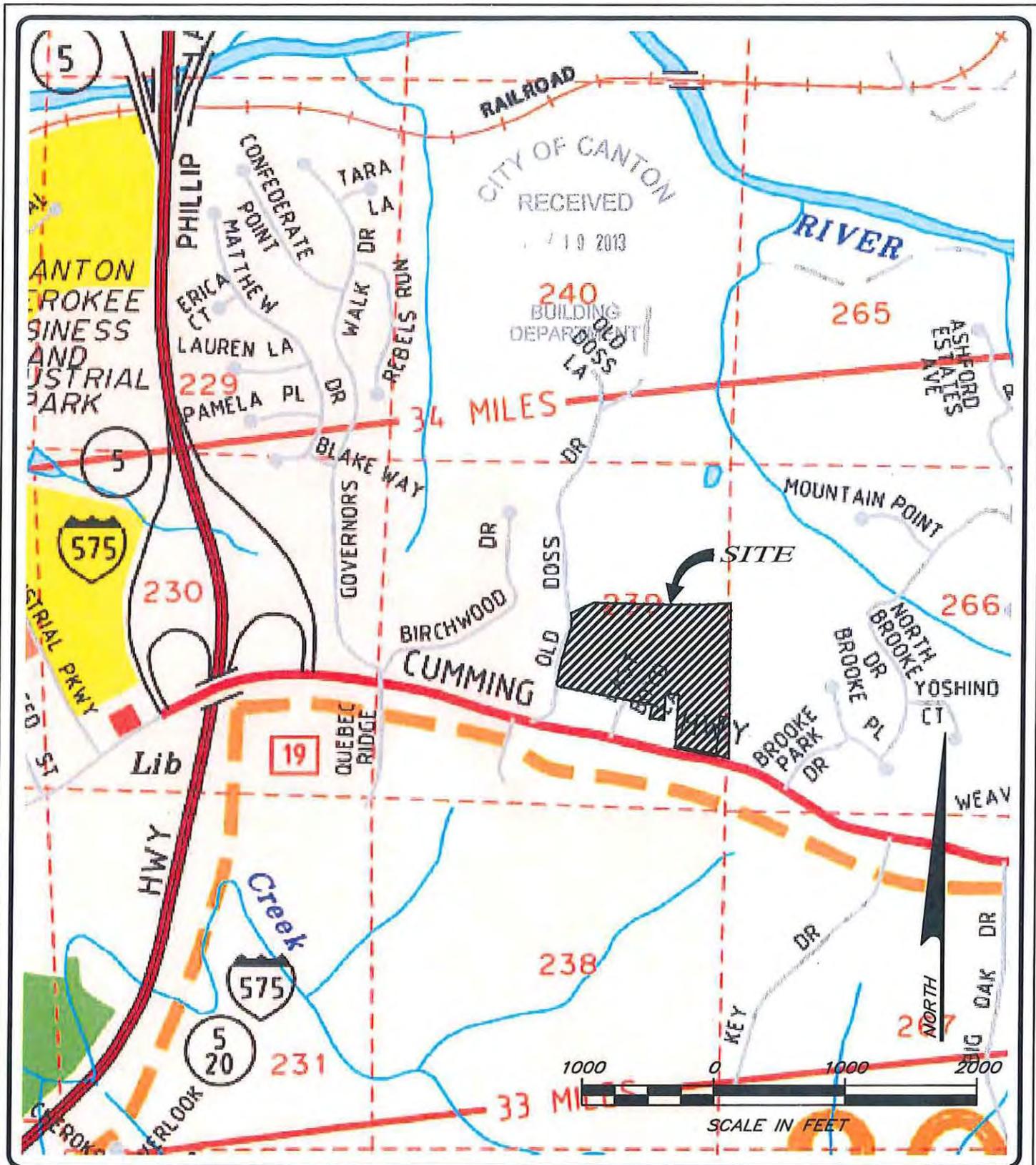
Sworn To And Subscribed Before Me This 1st Day of October, 20 13.

Notary Signature: Cathy Johns (Seal)



BUILDING DEPARTMENT





Gaskins

ENGINEERING
SURVEYING

1266 Powder Springs Road
Marietta, Georgia 30064

WWW.GSCSURVEY.COM

PLANNING/CONSULTING
CONSTRUCTION MGMT

Phone: (770) 424-7168
Fax: (770) 424-7593

WILLIAM HASTY PROPERTY

GA HWY. 20 RETAIL

SHEET TITLE
LOCATION MAP

©2011, GASKINS SURVEYING COMPANY, INC.
drawing may be used for the express purpose of
constructing the work shown for the site and owner
specified for the site. Any other use of this drawing
including any reproduction or alteration of this
drawing without the prior written approval of
Gaskins Surveying Company, Inc. is prohibited.

SCALE
1"=1000'

DATE
10/01/13

SHEET
NUMBER

02

DRAWN BY
DH

PROJ. I.D.
H208A

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:

Cherokee County Tax Commissioner

HASTY, WILLIAM G JR.
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2012-51400	12/20/2012	(\$0.00)

Map: 14N23A 023
Location: 210 E BOYD LN

Payment Good through: 11/21/2013

Print Date :
11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* *
Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G JR.
Map Code: 14N23A 023 REAL
Description: LL 239 DIST. 14
Location: 210 E BOYD LN
Bill No: 2012-51400
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
5,900.00	113,000	16.6300	118,900	12/20/2012			11/21/2013	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	118,900.00	47,560.00	0.00	47,560.00	0.200	9.51	0.00	\$9.51
COUNTY M&O	118,900.00	47,560.00	0.00	47,560.00	5.825	277.04	0.00	\$277.04
SCHOOL M&O	118,900.00	47,560.00	0.00	47,560.00	19.450	925.04	0.00	\$925.04
SCHOOL BOND	118,900.00	47,560.00	0.00	47,560.00	0.400	19.02	0.00	\$19.02
PARKS BOND	118,900.00	47,560.00	0.00	47,560.00	0.780	37.10	0.00	\$37.10
COUNTY WIDE FIRE DIST	118,900.00	47,560.00	0.00	47,560.00	3.394	161.42	0.00	\$161.42
T O T A L S					30.049	1429.13	\$0.00	\$1,429.13

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$1,429.13
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1429.13
Back Taxes	0.00
Total Due	(\$0.00)
Paid Date	12/20/2012

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:

Cherokee County Tax Commissioner

HASTY, WILLIAM G JR.
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2012-51399	12/20/2012	\$0.00

Map: 14N23A 022
Location: 220 E BOYD LN

Payment Good through: 11/21/2013

Print Date :
11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* *
Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G JR.
Map Code: 14N23A 022 REAL
Description: L 239; 14TH DIST
Location: 220 E BOYD LN
Bill No: 2012-51399
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
122,400.00	22,500	2.6900	144,900	12/20/2012			11/21/2013	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	144,900.00	57,960.00	0.00	57,960.00	0.200	11.59	0.00	\$11.59
COUNTY M&O	144,900.00	57,960.00	0.00	57,960.00	5.825	337.62	0.00	\$337.62
SCHOOL M&O	144,900.00	57,960.00	0.00	57,960.00	19.450	1,127.32	0.00	\$1,127.32
SCHOOL BOND	144,900.00	57,960.00	0.00	57,960.00	0.400	23.18	0.00	\$23.18
PARKS BOND	144,900.00	57,960.00	0.00	57,960.00	0.780	45.21	0.00	\$45.21
COUNTY WIDE FIRE DIST	144,900.00	57,960.00	0.00	57,960.00	3.394	196.72	0.00	\$196.72
TOTALS					30.049	1741.64	\$0.00	\$1,741.64

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$1,741.64
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1741.64
Back Taxes	0.00
Total Due	\$0.00
Paid Date	12/20/2012

2013 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:

Cherokee County Tax Commissioner

HASTY, WILLIAM G. JR
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2013-51644	12/20/2013	\$4,668.13

Map: 14N23A 025 A
Location: OLD DOSS RD

Payment Good through: 12/20/2013

Print Date :
11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* *
Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G. JR
Map Code: 14N23A 025 A REAL
Description: LL 239 14TH D
Location: OLD DOSS RD
Bill No: 2013-51644
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions	
0.00	389,700	0.7800	389,700	12/20/2013			12/20/2013		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
STATE TAX	389,700.00	155,880.00	0.00	155,880.00	0.150	23.38	0.00	\$23.38	
COUNTY M&O	389,700.00	155,880.00	0.00	155,880.00	5.798	903.79	0.00	\$903.79	
SCHOOL M&O	389,700.00	155,880.00	0.00	155,880.00	19.450	3,031.87	0.00	\$3,031.87	
SCHOOL BOND	389,700.00	155,880.00	0.00	155,880.00	0.400	62.35	0.00	\$62.35	
PARKS BOND	389,700.00	155,880.00	0.00	155,880.00	0.776	120.96	0.00	\$120.96	
COUNTY WIDE FIRE DIST	389,700.00	155,880.00	0.00	155,880.00	3.373	525.78	0.00	\$525.78	
T O T A L S						29.947	4668.13	\$0.00	\$4,668.13

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$4,668.13
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	0.00
Back Taxes	0.00
Total Due	\$4,668.13
Paid Date	

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

HASTY, WILLIAM G JR.
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2012-51402	12/20/2012	\$0.00

Map: 14N23A 026
Location: 268 OLD DOSS DR

Payment Good through: 11/21/2013

Print Date :
11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* * Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G JR.
Map Code: 14N23A 026 REAL
Description: LL 239; 14TH D
Location: 268 OLD DOSS DR
Bill No: 2012-51402
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions	
12,900.00	39,400	2.2600	52,300	12/20/2012			11/21/2013		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
STATE TAX	52,300.00	20,920.00	0.00	20,920.00	0.200	4.18	0.00	\$4.18	
COUNTY M&O	52,300.00	20,920.00	0.00	20,920.00	5.825	121.86	0.00	\$121.86	
SCHOOL M&O	52,300.00	20,920.00	0.00	20,920.00	19.450	406.89	0.00	\$406.89	
SCHOOL BOND	52,300.00	20,920.00	0.00	20,920.00	0.400	8.37	0.00	\$8.37	
PARKS BOND	52,300.00	20,920.00	0.00	20,920.00	0.780	16.32	0.00	\$16.32	
COUNTY WIDE FIRE DIST	52,300.00	20,920.00	0.00	20,920.00	3.394	71.00	0.00	\$71.00	
T O T A L S						30.049	628.62	\$0.00	\$628.62

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$628.62
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	628.62
Back Taxes	0.00
Total Due	\$0.00
Paid Date	12/20/2012

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

HASTY, WILLIAM G. JR
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2012-51413	12/20/2012	\$0.00

Map: 14N23A 019
Location: 2241 CUMMING HW

Payment Good through: 11/21/2013
Print Date : 11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* *
Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G. JR
Map Code: 14N23A 019 REAL
Description: LL 239; 14TH D
Location: 2241 CUMMING HW
Bill No: 2012-51413
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions	
47,900.00	44,800	4.5200	92,700	12/20/2012			11/21/2013		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
STATE TAX	92,700.00	37,080.00	0.00	37,080.00	0.200	7.42	0.00	\$7.42	
COUNTY M&O	92,700.00	37,080.00	0.00	37,080.00	5.825	215.99	0.00	\$215.99	
SCHOOL M&O	92,700.00	37,080.00	0.00	37,080.00	19.450	721.21	0.00	\$721.21	
SCHOOL BOND	92,700.00	37,080.00	0.00	37,080.00	0.400	14.83	0.00	\$14.83	
PARKS BOND	92,700.00	37,080.00	0.00	37,080.00	0.780	28.92	0.00	\$28.92	
COUNTY WIDE FIRE DIST	92,700.00	37,080.00	0.00	37,080.00	3.394	125.85	0.00	\$125.85	
T O T A L S						30.049	1114.22	\$0.00	\$1,114.22

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$1,114.22
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1114.22
Back Taxes	0.00
Total Due	\$0.00
Paid Date	12/20/2012

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

GUNN, ERNEST L. IV
501 STILLWATERS DR
MARIETTA, GA 30064

Bill No.	Due Date	*Total Due*
2012-49313	12/20/2012	\$0.00

Map: 14N23A 018
Location: 2281 CUMMING HW

Payment Good through: 11/21/2013
Print Date : 11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* * Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: GUNN, ERNEST L. IV
Map Code: 14N23A 018 REAL
Description: LL 239,266; 14TH D
Location: 2281 CUMMING HW
Bill No: 2012-49313
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
21,800.00	12,500	0.5800	34,300	12/20/2012			11/21/2013	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	34,300.00	13,720.00	0.00	13,720.00	0.200	2.74	0.00	\$2.74
COUNTY M&O	34,300.00	13,720.00	0.00	13,720.00	5.825	79.92	0.00	\$79.92
SCHOOL M&O	34,300.00	13,720.00	0.00	13,720.00	19.450	266.85	0.00	\$266.85
SCHOOL BOND	34,300.00	13,720.00	0.00	13,720.00	0.400	5.49	0.00	\$5.49
PARKS BOND	34,300.00	13,720.00	0.00	13,720.00	0.780	10.70	0.00	\$10.70
COUNTY WIDE FIRE DIST	34,300.00	13,720.00	0.00	13,720.00	3.394	46.57	0.00	\$46.57
T O T A L S					30.049	412.27	\$0.00	\$412.27

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$412.27
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	412.27
Back Taxes	0.00
Total Due	\$0.00
Paid Date	09/25/2012

Return Recorded Document to:
SELLERS & WARREN, P.C.
101 Woodland Way Suite 1A
Canton, Georgia 30114

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

File #: C051311

This Indenture made this 30th day of June, 2005 between **Byrlene Martin Parker**, of the County of Cherokee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Ernest L. Gunn, IV**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

BEGINNING at an iron stake corner on North side of Canton-Cumming Highway at the line of Mrs. Pharr property; running thence North along Pharr line 300 feet to a stake corner; thence West a distance of 75 feet to a stake corner; thence South a distance of 300 feet to a stake corner on Canton-Cumming Highway; thence East along said Highway a distance of 100 feet to the point of beginning.

This conveyance is made subject to all zoning ordinances, easements, restrictions and covenants of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

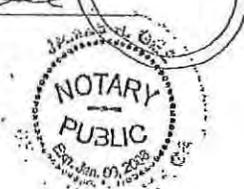
Signed, sealed and delivered in the presence of:

Ernest L. Gunn, IV
Witness

James H. Lee
Notary Public

Byrlene Martin Parker (Seal)
Byrlene Martin Parker

(Seal)



12-21
WARRANTY DEED (FORM 36A)

Return To
McCalla, Raymer, Padrick
Cobb, Nichols & Clark
301 Parkway 575
Woodstock, Georgia 30188

STATE OF GEORGIA

CHEROKEE County

THIS INDENTURE, made the 23rd day of December, in the year one thousand nine hundred NINETY SIX, between James W. McPhail

of the County of Cherokee, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Ryan D. Atkins

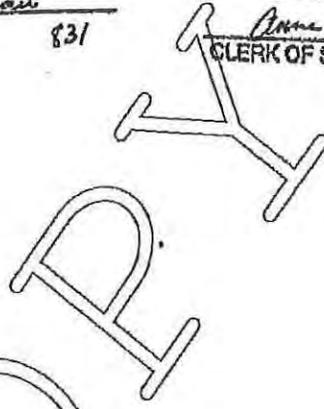
as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit "A" attached hereto and made a part hereof by reference.

Georgia, Cherokee County
Filed in office this 10 day of Jan, 19 97
at 3 P.M. Recorded in Book 2599 Page 229
this 13 day of Jan, 19 97
Anne M. Rouseau
Clerk, Superior Court 831

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID \$ 46.80 ✓
DATE 1-10-97
Anne M. Rouseau
CLERK OF SUPERIOR COURT



THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

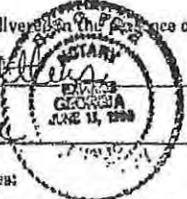
TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the said described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Witness
Notary Public
My commission expires:



James W. McPhail (Seal)

(Seal)

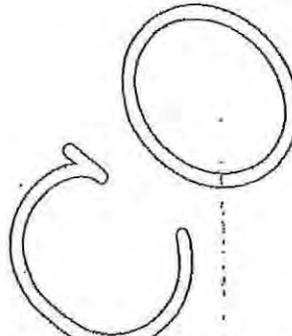
EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 239, 14th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the intersection of the center line of Old Doss Road (having an apparent 30 foot right-of-way) with the northerly right-of-way of State Route No. 20 (having a 100 foot right-of-way) and run thence northeasterly and northerly following the center line of Old Doss Road for a distance of 416.87 feet to a point; run thence South 81 degrees 07 minutes 36 seconds East 16.23 feet to an iron pin set on the southeasterly right-of-way of Old Doss Road and THE TRUE POINT OF BEGINNING (said iron pin being set on the common boundary line with property now or formerly owned by J. E. Anderson; hereinafter the "Anderson Property"); running thence the following courses and distances along the southeasterly and easterly right-of-way of Old Doss Road: North 12 degrees 19 minutes 39 seconds East 41.32 feet to a point; running thence North 16 degrees 08 minutes 36 seconds East 78.25 feet to a point; running thence North 18 degrees 13 minutes 55 seconds East 59.56 feet to an iron pin found; running thence North 12 degrees 55 minutes 56 seconds East 21.24 feet to a point; running thence North 17 degrees 19 minutes 03 seconds East 42.63 feet to a point; running thence North 20 degrees 13 minutes 02 seconds East 43.71 feet to a point; running thence North 14 degrees 57 minutes 31 seconds East 52.52 feet to a point; running thence North 05 degrees 20 minutes 38 seconds East 54.61 feet to a point; running thence North 06 degrees 06 minutes 16 seconds West 52.27 feet to an iron pin set on the easterly right-of-way of Old Doss Road; running thence North 66 degrees 58 minutes 00 seconds East 191.00 feet to a marble monument (said marble monument being found on the common boundary line with property now or formerly owned by Elmer Boyd as shown on that certain plat of survey recorded at Plat Book 3, Page 282, Cherokee County records; hereinafter the "Boyd Property"); running thence South 02 degrees 00 minutes 00 seconds West along the common boundary line with the Boyd Property for a distance of 369.39 feet to an iron pin found (axle); running thence South 02 degrees 12 minutes 54 seconds West along the common boundary line with the Boyd Property for a distance of 176.49 feet to an iron pin found on the common boundary line with the Anderson Property; running thence North 81 degrees 07 minutes 36 seconds West along the common boundary line with the Anderson Property for a distance of 253.95 feet to an iron pin set on the easterly right-of-way of Old Doss Road and the True Point of Beginning; being improved property including a one-story frame residence known as 268 Old Doss Road according to the present system of numbering houses in Cherokee County; and containing 2.26 acres as shown on that certain plat of survey prepared by Lee-Barger & Assoc., Inc., Roger S. Lee, Registered Land Surveyor No. 2234, dated December 12, 1996 and revised December 23, 1996.

370
176
546

Atkins/H



ANNE M. RENEAU
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY

Per. 1-13-97

3/

PLEASE RECORD AND RETURN TO:

Hasty, Pope & Ball, LLP
P.O. Box 1818
Canton, GA 30169
(File #1030)

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS DEED, made this 26th day of July in the Year of Our Lord Two Thousand Six between **WILLIAM G. WEST, MARGARET MORRIS and BRENDA W. SATTERFIELD** ("Grantor"), of the State of Georgia and County of Cherokee, and **WILLIAM G. HASTY, JR. and LINDA N. HASTY** ("Grantee"), of the State of Georgia and County of Cherokee, (the terms "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural, and shall be deemed to refer equally to each of said persons, firms, or entities, their respective heirs, successors and assigns where the context hereof requires or permits, unless otherwise specifically provided herein).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to-wit:

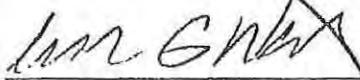
ALL THAT TRACT or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE**.

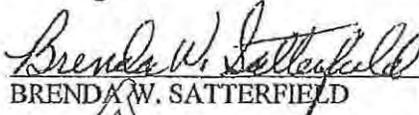
THIS CONVEYANCE is made subject to state and county ad valorem real property taxes and assessments not yet due and payable and all zoning ordinances, easements, covenants and restrictions of record affecting said bargained premises.

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims of all persons whomsoever.

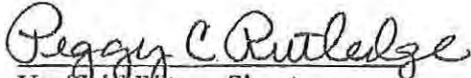
IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed the day and year first above written.


WILLIAM G. WEST [SEAL]


MARGARET MORRIS [SEAL]


BRENDA W. SATTERFIELD [SEAL]

Signed, sealed and delivered
in the presence of:


Unofficial Witness Signature


Notary Public

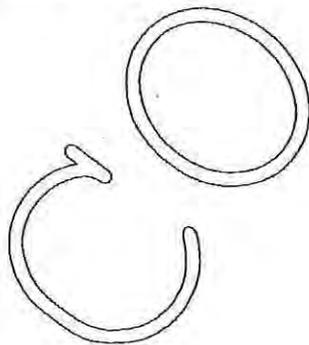


EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

TO ASCERTAIN the beginning point of the property herein conveyed, begin at a point formed by the intersection of the Northeasterly right-of-way of Georgia Hwy. 20 (100' right-of-way) with the original land lot line on the east side of Land Lot 239 (the same being the common line of the west side of Land Lot 266); thence along the right-of-way of Georgia Hwy. 20 (100' right-of-way) North 77 degrees 05 minutes 47 seconds West a distance of 99.96 feet to an iron pin found, said iron pin being the TRUE POINT OF BEGINNING; thence continuing along the right-of-way of Georgia Hwy. 20 (100' right-of-way) North 79 degrees 58 minutes 08 seconds West a distance of 315.79 feet to an iron pin set; thence leaving the right-of-way of Georgia Hwy. 20 (100' right-of-way) North 01 degrees 48 minutes 00 seconds East a distance of 425.08 feet to an iron pin set; thence North 62 degrees 16 minutes 19 seconds East a distance of 432.52 feet to an iron pin set, said iron pin being located on the original land lot line on the east side of Land Lot 239 (the same being the common line of the west side of Land Lot 266); thence along said land lot line South 01 degrees 02 minutes 55 seconds East a distance of 403.66 feet to an iron pin found adjacent to a post; thence leaving the original land lot line on the east side of Land Lot 239 (the same being the common line of the west side of Land Lot 266) North 72 degrees 54 minutes 34 seconds West a distance of 75.13 feet to an iron pin found adjacent to a post; thence South 03 degrees 58 minutes 30 seconds West a distance of 300.33 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract containing 4.52 acres as shown on plat of survey for Brenda Satterfield, Margaret Morris & William G. West dated 3/12/03, prepared by D&S Land Surveying, Inc. and certified by David W. Shirley, Georgia R.L.S. No. 2670, recorded in Plat Book 73, page 68, Cherokee County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.



WGW

Initials

BWS

Initials

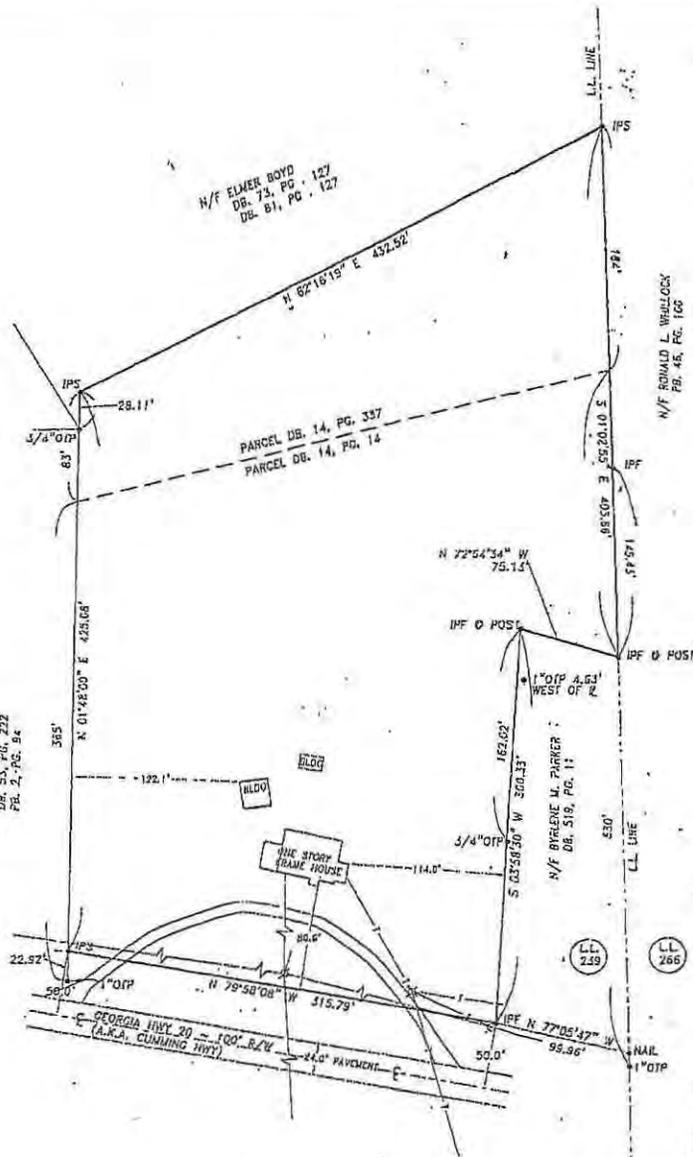
MM

Initials

LEGEND

These standard symbols will be found in the drawing.

- PROPERTY CORNER
- TP OPEN TOP PIPE
- FENCE
- CTP CRIMPED TOP PIPE
- R/W RIGHT OF WAY
- FF FINISHED FLOOR
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- N.T.S. NOT TO SCALE
- N/F PRESENT OR FORMER OWNER
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- LL LAND LOT
- S/O SUBDIVISION
- P.O.B. POINT OF BEGINNING
- ⊕ POWER POLE
- OVERHEAD POWER LINE
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- ⊗ TELEPHONE POLE
- TELEPHONE LINE
- BUILDING LINE
- ⊙ SANITARY SEWER MANHOLE



THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY, BOTH PUBLIC AND PRIVATE. ALL MATTERS OF TITLE EXCEPTED. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,411 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 389,790 FEET. THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A. MAP # 1305700230 C DATED 7/15/1988. EQUIPMENT USED FOR FIELD MEASUREMENTS: ANGULAR - GEODIMETER 510 R LINEAR - ELECTRONIC DISTANCE METER.

ALL IRON PINS FOUND AND SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A LOCAL TITLE SEARCH, AND IS SUBJECT TO ANY AND ALL DISCLOSURES PRODUCED BY SAME INCLUDING EASEMENTS WHETHER OR NOT SHOWN ON THIS PLAT.

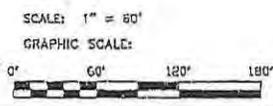
THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITY NAMED HEREON. EDITING OR REPRODUCTION WITHOUT THE CONSENT OF THE SURVEYOR IS PROHIBITED.

REFERENCES:

- 1) P.E. BOYD TO MRS. MILDRED WEST, 4 ACRES, DB. 14, PG. 14, JANUARY 9, 1845
 - 2) P.E. BOYD TO MILDRED WEST, 1-1/3 ACRES, DB. 14, PG. 347, SEPTEMBER 25, 1945
 - 3) P.E. BOYD TO STATE HIGHWAY BOARD OF GEORGIA, MARCH 19, 1934, DB. 7, PG. 348, R/W OF GA HWY 20.
 - 4) MILDRED WEST TO HOWARD WEST, SUBJECT PROPERTY, DB. 14, PG. 463
- GA. CHEROKEE COUNTY PLAT FILED FOR RECORD
 3/12/03 AT 2:56 PM
 RECORD IN PLAT BOOK 73 PAGE 68
 ANNE M. RENEAU, CLERK SUPERIOR COURT.

AREA OF SUBJECT PROPERTY: 4.52 ACRES

PREPARED BY:
D & S LAND SURVEYING, INC.
 DAVID W. SHIRLEY, R.L.S.
 100 CHEROKEE STREET
 CANTON, GA 30114
 770-720-4443
 770-720-7559 (FAX)



DRAWN BY: J SMITS FIELDWORK BY: D SHIRLEY



PLAT OF SURVEY FOR:	
BRENDA SATTERFIELD, MARGARET MORRIS, & WILLIAM G. WEST	
LAND LOT 239	
DISTRICT 14, SECTION 2	
CHEROKEE COUNTY, GEORGIA	
DATE OF FIELDWORK: 3/12/2003	MAP DATE: 3/13/2003

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Return Recorded Document to:
SELLERS & WARREN, P.C.
101 Woodland Way Suite 1A
Canton, GA 30114

QUITCLAIM DEED

STATE OF GEORGIA COUNTY OF CHEROKEE FILE #: C072084

THIS INDENTURE, Made the 23rd day of April, 2007, between

MELVIN C. BOYD,

of the County of CHEROKEE, and the State of GEORGIA, as party or parties of the first part, hereinafter called Grantor, and

DELORES ANN BOYD UNDERWOOD AS EXECUTRIX UNDER THE LAST WILL AND TESTAMENT OF ELMER BOYD, DECEASED

of the county of Cherokee, and the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, the following property, to-wit:

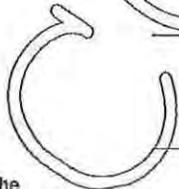
All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference thereto.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

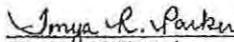

MELVIN C. BOYD (Seal)

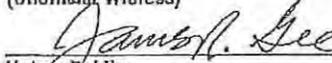
(Seal)



(Seal)

Signed, sealed and delivered in the presence of:


(Unofficial Witness)


Notary Public



EXHIBT "A"

All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being 16.628 acres as shown on plat of survey for Elmer Boyd Estate, prepared by Michael C. Martin, RLS, bearing the seal of Michael C. Martin, Georgia RLS #2149, dated February 6, 2007, being Job No. 07-5123-05D, recorded at Plat Book 96, Page 99, Cherokee County Plat Records, said plat being incorporated herein by reference thereto and being more particularly described as follows:

TO ASCERTAIN THE TRUE POINT OF BEGINNING, begin at an iron pin located at the point of intersection of the East line of Land Lot 239 with the Northerly right of way of Georgia Highway 20; thence run Northwestery along the Northerly right of way of Georgia Highway 20 and following the curvatures thereof, (Georgia Highway 20 having a 100 foot right of way) a distance of 626.87 feet to a point, said point being the TRUE POINT OF BEGINNING, thence North 80° 44' 47" West along the Northerly right of way of Georgia Highway 20 a distance of 256.84 feet to an iron pin found; thence leaving said right of way North 40° 01' 56" East a distance of 23.00 feet to a nail found; thence North 62° 36' 10" West a distance of 128.07 feet to an iron pin found; thence North 69° 09' 25" West a distance of 85.02 feet to an iron pin found; thence North 02° 12' 23" West a distance of 343.44 feet to an iron pin found; thence North 00° 43' 54" West a distance of 176.51 feet to an iron pin found; thence North 01° 00' 57" West a distance of 369.33 feet to a marble monument found; thence North 89° 19' 57" East a distance of 574.42 feet to an iron pin found; thence South 29° 38' 42" West a distance of 439.94 feet to an iron pin found; thence South 62° 46' 42" East a distance of 149.85 feet to an iron pin found; thence South 57° 47' 59" East a distance of 63.24 feet to an iron pin found; thence North 29° 40' 50" East a distance of 434.34 feet to an iron pin found; thence North 59° 47' 41" West a distance of 213.18 feet to an iron pin found; thence North 88° 13' 17" East a distance of 261.46 feet to a marble monument found; thence North 85° 25' 57" East a distance of 206.07 feet to an iron pin set located on the East line of Land Lot 239; thence South 01° 25' 34" East along the East line of Land Lot 239 a distance of 472.68 feet to an iron pin found; thence leaving said Land Lot line, South 61° 46' 26" West a distance of 432.67 feet to an iron pin found; thence South 01° 16' 55" West a distance of 27.92 feet to an iron pin found; thence North 87° 32' 18" West a distance of 101.99 feet to an iron pin found; thence South 01° 33' 33" West a distance of 197.29 feet to an iron pin found; thence North 86° 02' 22" West a distance of 105.00 feet to an iron pin found; thence South 01° 39' 35" West a distance of 177.67 feet to a point, said point being the True Point of Beginning.

Disk 1-2007
Boyd Legal, C072084
LL 239

Deed Book **10895** Pg **41**
Filed and Recorded 1/6/2010 3:06:33 PM

Transfer Tax \$300.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

PLEASE RECORD AND RETURN TO:

William G. Hasty, Jr., P.C.
P.O. Box 1818
Canton, GA 30169
(File #09-25-3)

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS DEED, made this 23rd day of December in the Year of Our Lord Two Thousand Nine between **BETTY DELORES HEAD**, as Trustee of the **Betty Delores Head Living Trust Dated September 28, 2004** ("Grantor"), of the State of Georgia and County of Cherokee, and **WILLIAM G. HASTY, JR.** ("Grantee"), of the State of Georgia and County of Cherokee, (the terms "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural, and shall be deemed to refer equally to each of said persons, firms, or entities, their respective heirs, successors and assigns where the context hereof requires or permits, unless otherwise specifically provided herein).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE**.

THIS CONVEYANCE is made subject to state and county ad valorem real property taxes and assessments not yet due and payable and all zoning ordinances, easements, covenants and restrictions of record affecting said bargained premises.

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed the day and year first above written.

Betty Delores Head
BETTY DELORES HEAD [SEAL]
As Trustee of the Betty Delores Head
Living Trust Dated September 28, 2004

Signed, sealed and delivered
in the presence of:

Sandra D. Field
Unofficial Witness Signature

Cathy Johns
Notary Public

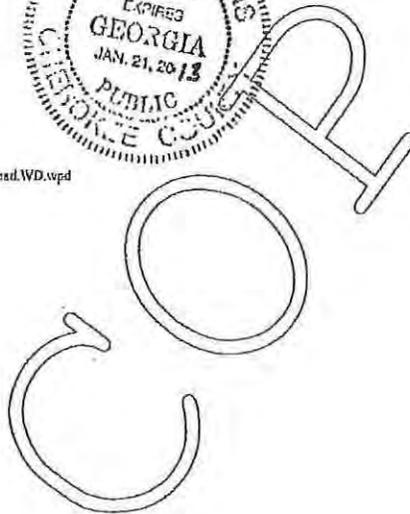
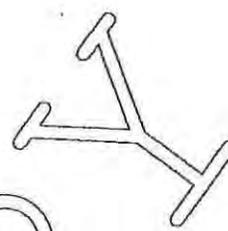
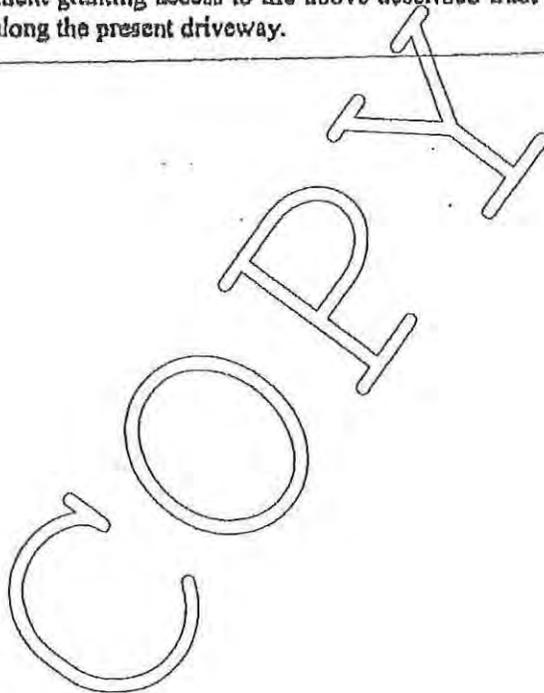


EXHIBIT "A"

All that tract or parcel of land lying and being in the 14th District and 2nd Section of Cherokee County, Georgia and being part of original Lot of Land No. 239, more particularly described as follows: TO LOCATE THE POINT OF BEGINNING start at the intersection of the Northerly right of way of Georgia Highway No. 20 (80 foot right of way) and the original land line of Land Lot No. 239; thence in a Northwesterly direction along the Northerly right of way of Georgia Highway No. 20, 532.5 feet to an iron pin; thence leaving said right of way North 3° 10' East 395.5 feet to an iron pin; thence South 86° 30' East 102.9 feet to an iron pin; thence North 32° 45' West 240.8 feet to an iron pin the point of beginning; thence North 57° 30' West 63.2 feet to an iron pin; thence North 62° 30' West 150 feet to an iron pin; thence North 30° 00' East 448 feet to an iron pin; thence South 60° 00' East 213.1 feet to an iron pin; thence South 30° 00' West 444.2 feet to an iron pin the point of beginning according to Plat of Survey entitled, "Property of Elmer Boyd", by Lat Ridgway, Registered Surveyor #92, dated February 1968, designated as Tract 4 on Plat recorded in Plat Book 4, Page 113, Cherokee County, Georgia Plat Records.

And also an easement granting access to the above described tract of land from Georgia Highway No. 20 along the present driveway.



Deed Book **11962** Pg **270**
Filed and Recorded 8/21/2012 12:48:50 PM
28-2012-027395
Transfer Tax 405.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

This Instrument was prepared by
~~and to be returned to:~~
Phillip F. West, Esq.
3225 Cumberland Boulevard, Suite 100
Atlanta, Georgia 30339

AFTER RECORDING RETURN TO:

METROPOLITAN TITLE AGENCY, INC.
1820 The Exchange, Suite 550
Atlanta, Georgia 30339
Phone: 770-933-0073
FAX: 770-933-0233

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 14th day of August, 2012, by and between **RACETRAC PETROLEUM, INC.**, a Georgia corporation, whose address is 3225 Cumberland Boulevard, Suite 100, Atlanta, Georgia 30339 (hereinafter referred to as "GRANTOR"), and **WILLIAM G. HASTY, JR.**, whose address is 741 Hawks Ridge Drive, Ball Ground, Georgia 30107 (hereinafter referred to as "GRANTEE") (the words "GRANTOR" and "GRANTEE" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

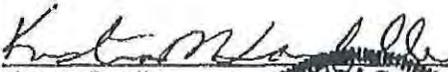
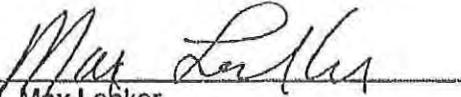
WITNESSETH:

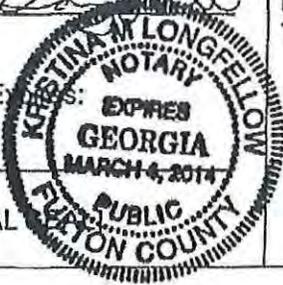
GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration in hand paid by GRANTEE to GRANTOR at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto the said GRANTEE all that tract or parcel of land lying and being in Cherokee County, Georgia, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all buildings and other improvements and fixtures situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, privileges, easements, licenses, benefits and rights-of-way appurtenant to the Land (hereinafter collectively called the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, easements, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of GRANTEE forever in FEE SIMPLE, subject to those items listed on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), and that GRANTOR will warrant and forever defend the right and title to the Property unto GRANTEE against the claims of all persons lawfully claiming by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR hereby conveys to Grantee the Property "AS IS, WHERE IS" with no warranty whatsoever with respect to any aspect of its physical condition, either expressed or implied, and even arising by operation of law, including but not limited to, any warranties of fitness, condition, quality or habitability or warranties against hidden or latent defects, all of which shall be deemed expressly and fully waived by Grantee.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be signed, sealed, and delivered as of the day and year first above written.

<p>Signed, sealed and delivered in the presence of:</p>	<p>GRANTOR:</p>
<p> Unofficial Witness</p>	<p>RACETRAC PETROLEUM, INC., a Georgia corporation</p>
<p> Notary Public</p>	<p>By:  Name: Max Lenker Title: President</p>
<p>My Commission Expires</p>	
<p>[NOTARIAL</p>	



COPY

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION TRACT 1B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 239 OF THE 14TH LAND DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE AND THE NORTHERLY RIGHT OF WAY OF GEORGIA STATE HIGHWAY 20. THENCE ALONG THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE N83°31'48"E 15.95' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 107.33' AND AN ARC LENGTH OF 153.60', SAID CURVE HAVING A CHORD BEARING OF N42°32'07"E AND A DISTANCE OF 140.82' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD N01°32'19"E 74.79' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING THE RIGHT WITH A RADIUS OF 690.53' AND AN ARC LENGTH OF 80.34'. SAID CURVE HAVING A CHORD BEARING OF N04°52'14"E AND A CHORD DISTANCE OF 80.29' TO A ½" REBAR SET WHICH IS THE TRUE POINT OF BEGINNING. CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 690.53' AND AN ARC LENGTH OF 34.94'. SAID CURVE HAVING A CHORD BEARING OF N09°39'12"E AND A CHORD DISTANCE OF 34.94' TO A POINT; CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD N11°06'14"E 72.61' TO A POINT; CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 2070.06' AND AN ARC LENGTH OF 12.06', SAID CURVE HAVING A CHORD BEARING OF N11°16'12"E AND A CHORD DISTANCE OF 12.06' TO AN IRON PIN FOUND; THENCE DEPARTING SAID RIGHT OF WAY S82°17'35" E 253.55' TO A 1" PIPE; THENCE S00°07'07"W 20.70' TO A ½" PIPE; THENCE S00°23'45"E 115.92' TO A POINT; THENCE N79°02'27"W 279.31' TO A ½" REBAR SET MARKING THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE, WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 33,888 SQUARE FEET OR 0.778 ACRE.

Deed Book **11962** Pg **270**
 Filed and Recorded 8/21/2012 12:48:50 PM
 28-2012-027395
 Transfer Tax 405.00
 Patty Baker
 Clerk of Superior Court Cherokee Cty, GA

This Instrument was prepared by
 and is to be returned to:
 Phillip F. West, Esq.
 3225 Cumberland Boulevard, Suite 100
 Atlanta, Georgia 30339

AFTER RECORDING RETURN TO:

METROPOLITAN TITLE AGENCY, INC.
 1820 The Exchange, Suite 550
 Atlanta, Georgia 30339
 Phone: 770-933-0073
 FAX: 770-933-0233

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 14th day of August, 2012, by and between **RACETRAC PETROLEUM, INC.**, a Georgia corporation, whose address is 3225 Cumberland Boulevard, Suite 100, Atlanta, Georgia 30339 (hereinafter referred to as "GRANTOR"), and **WILLIAM G. HASTY, JR.**, whose address is 741 Hawks Ridge Drive, Ball Ground, Georgia 30107 (hereinafter referred to as "GRANTEE") (the words "GRANTOR" and "GRANTEE" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration in hand paid by GRANTEE to GRANTOR at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto the said GRANTEE all that tract or parcel of land lying and being in Cherokee County, Georgia, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all buildings and other improvements and fixtures situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, privileges, easements, licenses, benefits and rights-of-way appurtenant to the Land (hereinafter collectively called the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, easements, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of GRANTEE forever in FEE SIMPLE, subject to those items listed on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), and that GRANTOR will warrant and forever defend the right and title to the Property unto GRANTEE against the claims of all persons lawfully claiming by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR hereby conveys to Grantee the Property "AS IS, WHERE IS" with no warranty whatsoever with respect to any aspect of its physical condition, either expressed or implied, and even arising by operation of law, including but not limited to, any warranties of fitness, condition, quality or habitability or warranties against hidden or latent defects, all of which shall be deemed expressly and fully waived by Grantee.

EXHIBIT "A"

LEGAL DESCRIPTION

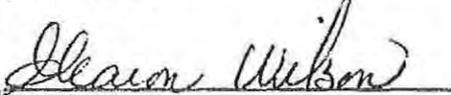
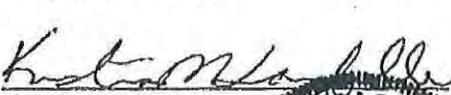
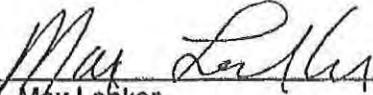
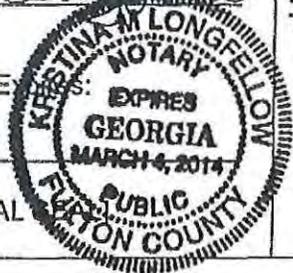
LEGAL DESCRIPTION TRACT 1B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 239 OF THE 14TH LAND DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE AND THE NORTHERLY RIGHT OF WAY OF GEORGIA STATE HIGHWAY 20. THENCE ALONG THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE N83°31'48"E 15.95' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 107.33' AND AN ARC LENGTH OF 153.60', SAID CURVE HAVING A CHORD BEARING OF N42°32'07"E AND A DISTANCE OF 140.82' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD N01°32'19"E 74.79' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING THE RIGHT WITH A RADIUS OF 690.53' AND AN ARC LENGTH OF 80.34'. SAID CURVE HAVING A CHORD BEARING OF N04°52'14"E AND A CHORD DISTANCE OF 80.29' TO A ½" REBAR SET WHICH IS THE TRUE POINT OF BEGINNING. CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 690.53' AND AN ARC LENGTH OF 34.94'. SAID CURVE HAVING A CHORD BEARING OF N09°39'12"E AND A CHORD DISTANCE OF 34.94' TO A POINT; CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD N11°06'14"E 72.61' TO A POINT; CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 2070.06' AND AN ARC LENGTH OF 12.06', SAID CURVE HAVING A CHORD BEARING OF N11°16'12"E AND A CHORD DISTANCE OF 12.06' TO AN IRON PIN FOUND; THENCE DEPARTING SAID RIGHT OF WAY S82°17'35" E 253.55' TO A 1" PIPE; THENCE S00°07'07"W 20.70' TO A ½" PIPE; THENCE S00°23'45"E 115.92' TO A POINT; THENCE N79°02'27"W 279.31' TO A ½" REBAR SET MARKING THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE, WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 33,888 SQUARE FEET OR 0.778 ACRE.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be signed, sealed, and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:	GRANTOR:
 Unofficial Witness	RACETRAC PETROLEUM, INC. , a Georgia corporation
 Notary Public	By:  Name: Max Lehker Title: President
My Commission Expires:	
[NOTARIAL	

COOPY

LEGAL DESCRIPTION – TRACT 1 (23.67 ACRES)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 239 OF THE 14TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ASCERTAIN THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LAND LOT 239 WITH THE NORTHERN RIGHT-OF-WAY OF GEORGIA HIGHWAY 20 (100' R/W); THENCE ALONG SAID NORTHERN RIGHT-OF-WAY NORTH 75 DEGREES 42 MINUTES 32 SECONDS WEST, 101.15 FEET TO AN IRON PIN, SAID POINT BEING THE POINT OF BEGINNING:

THENCE NORTH 78 DEGREES 37 MINUTES 07 SECONDS WEST, 315.82 FEET TO AN IRON PIN; THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF GEORGIA HIGHWAY 20, NORTH 03 DEGREES 12 MINUTES 27 SECONDS EAST, 397.35 FEET TO AN IRON PIN; THENCE NORTH 85 DEGREES 34 MINUTES 51 SECONDS WEST, 102.17 FEET TO A POINT; THENCE SOUTH 03 DEGREES 26 MINUTES 45 SECONDS WEST, 197.42 FEET TO AN IRON PIN; THENCE NORTH 84 DEGREES 07 MINUTES 24 SECONDS WEST, 104.86 FEET TO A POINT; THENCE NORTH 10 DEGREES 59 MINUTES 12 SECONDS EAST, 104.79 FEET TO AN IRON PIN SET; THENCE NORTH 79 DEGREES 02 MINUTES 40 SECONDS WEST, 331.50 FEET TO AN IRON PIN; THENCE NORTH 79 DEGREES 02 MINUTES 40 SECONDS WEST, 136.12 FEET TO AN IRON PIN; THENCE NORTH 78 DEGREES 54 MINUTES 27 SECONDS WEST, 279.61 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY OF OLD DOSS ROAD (30' R/W); THENCE ALONG THE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 34.74 FEET, SAID CURVE HAVING A RADIUS OF 690.53 FEET, AND BEING SUBTENDED BY A CHORD OF 34.73 FEET AT NORTH 10 DEGREES 32 MINUTES 12 SECONDS EAST TO A POINT; THENCE NORTH 10 DEGREES 55 MINUTES 27 SECONDS EAST, 84.87 FEET TO AN IRON PIN; THENCE NORTH 11 DEGREES 14 MINUTES 57 SECONDS EAST, 41.08 FEET TO A POINT; THENCE NORTH 15 DEGREES 02 MINUTES 38 SECONDS EAST, 78.25 FEET TO A POINT; THENCE NORTH 17 DEGREES 07 MINUTES 57 SECONDS EAST, 59.56 FEET TO A POINT; THENCE NORTH 11 DEGREES 49 MINUTES 58 SECONDS EAST, 21.24 FEET TO A POINT; THENCE NORTH 16 DEGREES 13 MINUTES 05 SECONDS EAST, 42.63 FEET TO A POINT; THENCE NORTH 19 DEGREES 07 MINUTES 04 SECONDS EAST, 43.71 FEET TO A POINT; THENCE NORTH 13 DEGREES 51 MINUTES 33 SECONDS EAST, 52.52 FEET TO A POINT; THENCE NORTH 04 DEGREES 14 MINUTES 40 SECONDS EAST, 54.61 FEET TO A POINT; THENCE NORTH 07 DEGREES 05 MINUTES 05 SECONDS WEST, 52.37 FEET TO AN IRON PIN; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 65 DEGREES 53 MINUTES 08 SECONDS EAST, 190.87 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 88 DEGREES 45 MINUTES 27 SECONDS EAST, 574.00 FEET TO A 1" PIPE; THENCE SOUTH 89 DEGREES 54 MINUTES 10 SECONDS EAST, 261.84 FEET TO A MARBLE MONUMENT; THENCE NORTH 87 DEGREES 20 MINUTES 21 SECONDS EAST, 206.06 FEET TO AN IRON PIN; THENCE ALONG SAID LAND LOT LINE SOUTH 00 DEGREES 29 MINUTES 02 SECONDS WEST, 472.66 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES 20 MINUTES 34 SECONDS WEST, 403.70 FEET TO AN IRON PIN; THENCE

LEAVING THE EAST LINE OF LAND LOT 239 NORTH 71 DEGREES 32 MINUTES 24 SECONDS WEST, 75.25 FEET TO AN IRON PIN; THENCE SOUTH 05 DEGREES 21 MINUTES 45 SECONDS WEST, 300.28 FEET TO AN IRON PIN LOCATED ON THE NORTHERN RIGHT-OF-WAY OF GEORGIA HIGHWAY 20, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 23.67 ACRES.

Return Recorded Document to:
SELLERS & WARREN, P.C.
101 Woodland Way Suite 1A
Canton, Georgia 30114

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

File #: C051311

This Indenture made this 30th day of June, 2005 between **Byrlene Martin Parker**, of the County of Cherokee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Ernest L. Gunn, IV**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

BEGINNING at an iron stake corner on North side of Canton-Cumming Highway at the line of Mrs. Pharr property; running thence North along Pharr line 300 feet to a stake corner; thence West a distance of 75 feet to a stake corner; thence South a distance of 300 feet to a stake corner on Canton-Cumming Highway; thence East along said Highway a distance of 100 feet to the point of beginning.

This conveyance is made subject to all zoning ordinances, easements, restrictions and covenants of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Mary E. Patten
Witness

James H. Lee
Notary Public

Byrlene Martin Parker (Seal)
Byrlene Martin Parker

_____ (Seal)



WILLIAM G. HASTY, JR., P.C.

ATTORNEY AT LAW

211 EAST MAIN STREET
CANTON, GEORGIA 30114

Phone: (770) 479-0366

Facsimile: (770) 479-0139

Email: cjohns@hastypopc.com

November 19, 2013

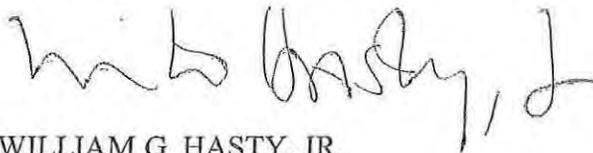
Re: 268 & 330 Old Doss Rd.; 210 & 220 Boyd Lane; 2241 & 2281 Cumming Hwy.

To Whom It May Concern:

The overall development is proposed as a mixed use commercial project with similar and complimentary uses to the Canton Marketplace development on the South side of Georgia Highway 20. All of the parcels included in the Master Plan are currently owned by Mr. William G. Hasty, Jr. and Mr. Ernest L. Gunn IV. The current and most recent use of the property is as large residential tracts, all zoned R-40*. Traffic from the proposed development (as compared to existing use) will be increased, but will be mitigated by frontage and road improvements. The impacts to the road network will not be dramatic due to the existing commercial development on the South side of Canton Highway. Frontage improvements include multiple right in/right out entrances as well as additional improvements to Old Doss Rd.

The proposed development will enhance adjoining land values by continuing commercial growth in the area. All pods within the proposed development will be zoned the same (C-2 general commercial). Currently, there are no specific plans regarding the phasing of the proposed development. Phasing/development of the property will be largely based on demand/sales of the proposed outparcels. As mentioned earlier, the entire property is proposed to be zoned C-2 (general commercial), with maximum net density unknown at this time. Minimum area requirements for all outparcels shall be regulated by the current City of Canton Zoning Ordinance, with the specifics as listed on the Master Plan. All general landscape and sign requirements shall also be regulated by City of Canton requirements.

Sincerely,



WILLIAM G. HASTY, JR.

WGH/cj

* AND ONE PARCEL ZONED GC (GENERAL COMMERCIAL)

WGH/cj
11/25/13



City of Canton

Community Development Department

161 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

(Application Type A : ONLY)

Address of Property to be Annexed: 268&330 OLD DOSS RD., 210&220 BOYD LN., 2241&2281 CUMMING WAY

Land Lot(s): 239 District: 14 Section: 2 Map #: _____ Parcel #: 14-0239-0002
14-0239-0003

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act. 14-0239-0040
14-0239-0041
14-0239-0049

1. Intended Use of the Land:

- Residential
- Commercial
- Vacant
- Other (Specify) _____
- Existing Structures _____

2. Number of persons currently residing on the property: 0; Number 18 years or older: _____; Number registered to vote: _____

3. The number of all residents occupying the property:

- _____ American Indian
- _____ Asian
- _____ Black, not of Hispanic Origin
- _____ White, not of Hispanic Origin
- _____ Alaskan Native
- _____ Pacific Islander
- _____ Hispanic

4. Please attach the following information as Exhibit "C". The Atlanta Regional Commission requires this information so that they can provide Population Estimates.

- (1) Number of Existing Housing Units
- (2) List of addresses for each housing unit in the annexed area at the time of the annexation
- (3) Disposition of existing structures (e.g. to be Demolished, Moved, or Converted)
- (4) Names of affected subdivision
- (5) Names of affected multi-family complex
- (6) Names of group quarters (such as school dormitories, nursing homes or jails)
- (7) Names of affected duplexes
- (8) Names of Mobile Home Parks

I/We the undersigned, being the owner(s) of real property of the territory described herein, respectfully request that the Mayor and City Council of the City of Canton, Georgia annex this property into the City and extend the City boundaries to include the same.

William G. Hasty, Jr.
Property Owner's Signature

WILLIAM G. HASTY, JR.
Property Owner's Printed Name



Sworn To And Subscribed Before Me This 19th Day Of November, 2013.

Notary Signature: Cathy Johns (Seal)



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

(Application Type A : ONLY)

Address of Property to be Annexed: 268&330 OLD DOSS RD., 210&220 BOYD LN., 2241&2281 CUMMING WAY

Land Lot(s): 239 District: 13 Section: _____ Map #: _____ Parcel #: 14-0239-0002
14-0239-0003

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act. 14-0239-0040
14-0239-0041
14-0239-0049

1. Intended Use of the Land:

- Residential
- Commercial
- Vacant
- Other (Specify) _____
- Existing Structures _____

2. Number of persons currently residing on the property: 0; Number 18 years or older: _____; Number registered to vote: _____

3. The number of all residents occupying the property:

- _____ American Indian
- _____ Asian
- _____ Black, not of Hispanic Origin
- _____ White, not of Hispanic Origin
- _____ Alaskan Native
- _____ Pacific Islander
- _____ Hispanic

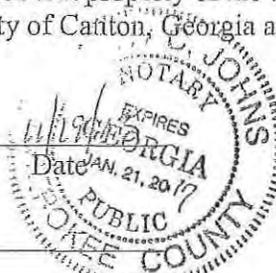
4. Please attach the following information as Exhibit "C". The Atlanta Regional Commission requires this information so that they can provide Population Estimates.

- (1) Number of Existing Housing Units
- (2) List of addresses for each housing unit in the annexed area at the time of the annexation
- (3) Disposition of existing structures (e.g. to be Demolished, Moved, or Converted)
- (4) Names of affected subdivision
- (5) Names of affected multi-family complex
- (6) Names of group quarters (such as school dormitories, nursing homes or jails)
- (7) Names of affected duplexes
- (8) Names of Mobile Home Parks

I/We the undersigned, being the owner(s) of real property of the territory described herein, respectfully request that the Mayor and City Council of the City of Canton, Georgia annex this property into the City and extend the City boundaries to include the same.

W G Hasty, Jr
Property Owner's Signature

WILLIAM G. HASTY, JR.
Property Owner's Printed Name



Sworn To And Subscribed Before Me This 19th Day Of November, 2013

Notary Signature: Cathy Johns (Seal)



Community Development Department

151 Elizabeth Street, 1st Floor

Canton, Georgia 30114

Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department

Steve Green

ZONING ADMINISTRATOR

Property Information:

Address: 268&330 OLD DOSS DR., 210&220 BOYD LN., 2241 CUMMING WAY

Land Lot(s): 239 District: 14 Section: 2 Map #: _____ Parcel #: 14-0239-0002

WHD 11/25/13

Existing Zoning Of Property: R-40/GC City County Total Acreage Of Property: 23.67 AC. (DOES NOT INCLUDE GUNN PROPERTY) Parcel #: 14-0239-0040
14-0239-0003
14-0239-0041
14-0239-0049

Proposed Zoning Of Property: C-2 GEN. COMMERCIAL Existing Use(s) Of Property: RESIDENTIAL

Directions to property from Main Street in downtown Canton:

EAST ON EAST MAIN ST./GA-20 E FOR APPROXIMATELY 2.3 MILES. PROPERTY IS ON LEFT.

Adjacent Property/Owner Information: Please provide the following information for all adjacent properties, including property connected by public rights-of-way. Attach additional sheets as necessary.

	<u>OWNER NAME/ADDRESS</u>	<u>CURRENT ZONING</u>	<u>CURRENT LAND USE</u>
NORTH	<u>EMMA LAURANN CANTRELL</u>	<u>R-40</u>	<u>RESIDENTIAL</u>
SOUTH	<u>GA. HWY. 20 R/W</u>	<u>R-40</u>	
EAST	<u>RONALD AND MILLICENT WHILLOCK</u>	<u>R-40</u>	<u>RESIDENTIAL</u>
WEST	<u>OLD DOSS RD. R/W</u>	<u>R-40</u>	
OTHER			

UTILITY INFORMATION

How is sewage from this development to be managed? PUBLIC SEWER

Proposed managing jurisdiction: CITY OF CANTON

How will water be provided to the site? PUBLIC WATER

Proposed managing jurisdiction: CITY OF CANTON Size Limit: _____





City of Canton

Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Property Information:

Address: 2281 Cumming Highway
Land Lot(s): 239 District: 14th Section: 2nd Map #: 14N23A Parcel #: 018

Existing Zoning Of Property: R-40 City County Total Acreage Of Property: .59 acres
Proposed Zoning Of Property: C-2 Existing Use(s) Of Property: Vacant

Directions to property from Main Street in downtown Canton:

Adjacent Property/Owner Information: Please provide the following information for all adjacent properties, including property connected by public rights-of-way. Attach additional sheets as necessary.

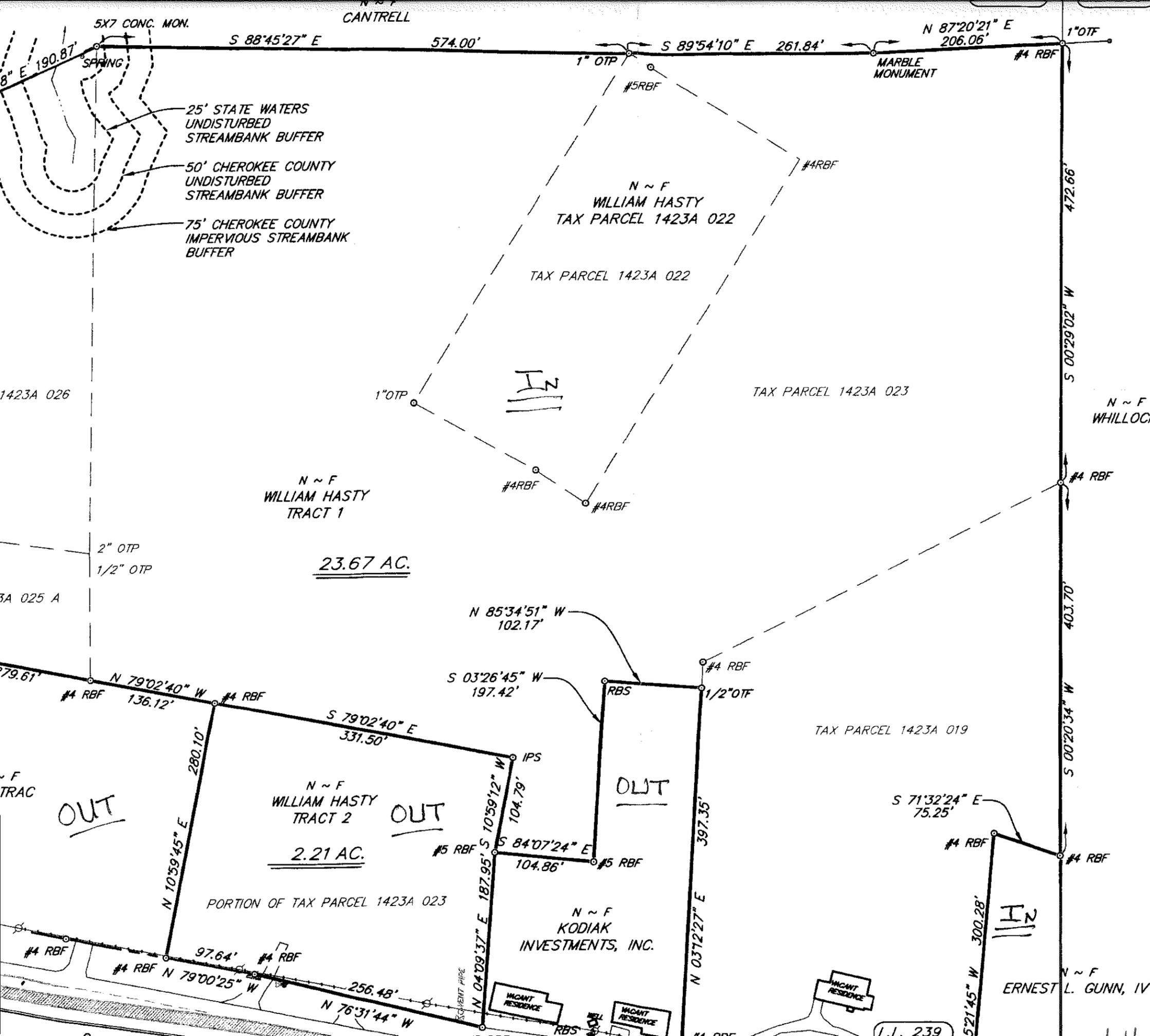
	<u>OWNER NAME/ADDRESS</u>	<u>CURRENT ZONING</u>	<u>CURRENT LAND USE</u>
NORTH	<u>EMMA LAURANN Cantrell</u>	<u>R-40</u>	<u>Residential</u>
SOUTH	<u>Gr. Hwy 20 R/W</u>	<u>R-40</u>	
EAST	<u>Ronald + Millicent Whillock</u>	<u>R-40</u>	<u>Residential</u>
WEST	<u>Old Doss Rd r/w</u>	<u>R-40</u>	
OTHER		<u>W to Hardy, Jr</u>	

UTILITY INFORMATION

How is sewage from this development to be managed? Public Sewer
Proposed managing jurisdiction: City of Canton
How will water be provided to the site? Public water
Proposed managing jurisdiction: City of Canton Size Limit: _____



City of Canton



LEGEND	
	P.P. - POWER POLE
	L.P. - LIGHT POLE
	F.H. - FIRE HYDRANT
	M.H. - SANITARY SEWER MANHOLE
	W/M - WATER METER
	G/M - GAS METER
	RBS - REINFORCING BAR SET
	RBF - REINFORCING BAR FOUND
	CTF - CRIMP TOP PIPE FOUND
	OTF - OPEN TOP PIPE FOUND
	R/W MON. - RIGHT-OF-WAY MONUMENT
	x - TYPE OF FENCE
	J.B. - JUNCTION BOX
	D.I. - DROP INLET / YARD INLET
	C.B. - CATCH BASIN
	R.C.P. - REINFORCED CONCRETE PIPE
	C.M.P. - CORRUGATED METAL PIPE
	F.F.E. - FINISHED FLOOR ELEVATION
	WV - WATER VALVE
	TELEPHONE MANHOLE
	OVERHEAD POWER LINES
	HW - HEADWALL
	PBX - POWERBOX
	1234 - STREET ADDRESS
	WATER LINE
	---T---T--- UNDERGROUND TELEPHONE LINE
	---G--- GAS LINE
	---E--- UNDERGROUND ELECTRICAL LINE

PLANNING AND LAND USE APPROVAL:

PLANNING AND LAND USE REVIEWS PLATS FOR COMPLIANCE WITH CHEROKEE COUNTY REQUIREMENTS AND MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN GEORGIA. PLANNING AND LAND USE IS NOT RESPONSIBLE FOR MATTERS OF TITLE OR PROPERTY LINE DISCREPANCIES. THIS SURVEY PLAT MEETS MINIMUM ZONING REQUIREMENTS AND IS APPROVED FOR RECORDING.

W. J. Lee 11.13.13
 CHEROKEE COUNTY

Plat Book 110 Pg 34
 Filed and Recorded 11/13/2013 9:48:47 AM
 28-2013-000312
 Patty Baker
 Clerk of Superior Court Cherokee Cty, GA





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Public Hearing Application

Project # Z1310-001

1. Please check all information supplied on the following pages to ensure that all spaces are filled out completely and accurately before signing this form. State N/A, where Not Applicable
2. Please make your check payable to "City of Canton."
3. If you have questions regarding this form please contact the Department of Planning and Zoning by calling (770) 704-1530.

This form is to be executed under oath. I, WILLIAM G. HASTY, JR., do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in the Application for Public Hearing is true and correct and contains no misleading information. I, WILLIAM G. HASTY, JR., have received and thoroughly read the Public Hearing Procedures.

Applicant: William G. Hasty, Jr. This 1st day of October, 2013
Print Name: William G. Hasty, Jr.

Applicant Information:

Name: WILLIAM G. HASTY, JR.
Address: 741 HAWKS RIDGE DR.
City: BALL GROUND
State: GA Zip Code: 30107
Telephone: 770-479-0366 (OFFICE)
Fax Number: N/A
Email Address: BILLYHASTY@GMAIL.COM

Owner Information:

Name: WILLIAM G. HASTY, JR.
Address: 741 HAWKS RIDGE DR.
City: BALL GROUND
State: GA Zip Code: 30107
Telephone: 770-479-0366 (OFFICE)
Fax Number: N/A
Email Address: BILLYHASTY@GMAIL.COM

This Application For (Check Only One):

- | | |
|--|--|
| <input type="checkbox"/> A Annexation | <input type="checkbox"/> I Temporary Use Permit |
| <input checked="" type="checkbox"/> B Rezoning | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> K Variance : Pre-Construction |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> K Variance : Post-Construction |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> Appeal |
| <input type="checkbox"/> F Land Use Modification | <input type="checkbox"/> Adjustment |
| <input type="checkbox"/> G Zoning Condition Amendment | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> H Density Transfer within Master Plan | |

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OCT 01 2013
BUILDING
DEPARTMENT

Fee Schedule:		Staff Use Only
Application Type		Amount Due:
Base Fee	(#Acres x \$25.00)	Amount Due:
Advertising Fee	(#Acres x \$50.00)	Total Fee:
Received By:	Date:	Amount Paid:



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Authorization Of Property Owner

This form is to be executed under oath. I, WILLIAM G. HASTY, JR., do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 1st day of October, 2013.

Owner Signature: [Signature] Print Name: William G. Hasty, Jr.

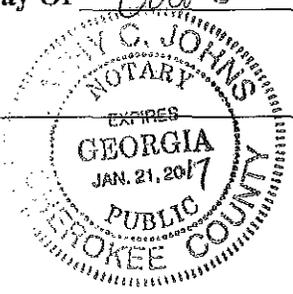
I, the above signed legal owner of the subject property, do hereby authorize the following application to be submitted to the City of Canton:

- | | |
|---|--|
| <input type="checkbox"/> A Annexation | <input type="checkbox"/> G Zoning Condition Amendment |
| <input checked="" type="checkbox"/> B Rezoning | <input type="checkbox"/> H Density Transfer within Master Plan |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> K Variance |
| <input type="checkbox"/> F Land Use Modification | |

CITY OF CANTON
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Sworn To And Subscribed Before Me This 1st Day Of October, 2013.

Notary Signature: [Signature] (Seal)



BUILDING DEPARTMENT



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Authorization Of Applicant

This form is to be executed under oath. I, WILLIAM G. HASTY, JR., do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 1st day of October, 20 13.

Owner Signature: [Handwritten Signature], Print Name: William G. Hasty, Jr.

I, the above signed legal owner of the subject property, do hereby authorize the person named below to act as applicant in the pursuit of a request for:

- | | |
|---|--|
| <input type="checkbox"/> A Annexation | <input type="checkbox"/> G Zoning Condition Amendment |
| <input checked="" type="checkbox"/> B Rezoning | <input type="checkbox"/> H Density Transfer within Master Plan |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> K Variance |
| <input type="checkbox"/> F Land Use Modification | |

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Name of Authorized Applicant: WILLIAM G. HASTY, JR.

Signature: [Handwritten Signature]

BUILDING DEPARTMENT

Mailing Address: 741 HAWKS RIDGE DR.

City: BALL GROUND

State: GA Zip Code: 30107

Telephone: 770-479-0366 (OFFICE)

Fax Number: N/A

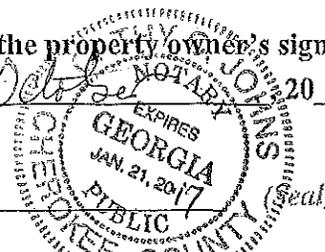
E-mail: BILLYHASTY@GMAIL.COM

Applicant Status:

- Owner
- Option to Purchase
- Leasee
- Area Resident
- Other (Explain): _____

This Authorization of Applicant Form has been completed and the property owner's signature is Sworn To And Subscribed Before Me This 1st Day Of October, 20 13.

Notary Signature: [Handwritten Signature]





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Authorization Of Applicant

This form is to be executed under oath, I, ERNEST L. GUNN IV, do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 1 day of October, 20 13.

Owner Signature:

Print Name:

ERNEST L. GUNN, IV

I, the above signed legal owner of the subject property, do hereby authorize the person named below to act as applicant in the pursuit of a request for:

- | | |
|---|--|
| <input type="checkbox"/> A Annexation | <input type="checkbox"/> G Zoning Condition Amendment |
| <input checked="" type="checkbox"/> B Rezoning | <input type="checkbox"/> H Density Transfer within Master Plan |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> K Variance |
| <input type="checkbox"/> F Land Use Modification | |

Name of Authorized Applicant: WILLIAM G. HASTY, JR.

Signature:

Mailing Address: 741 HAWKS RIDGE DR.

City: BALL GROUND

State: GA Zip Code: 30107

Telephone: 770-479-0366 (OFFICE)

Fax Number: N/A

E-mail: BILLYHASTY@GMAIL.COM

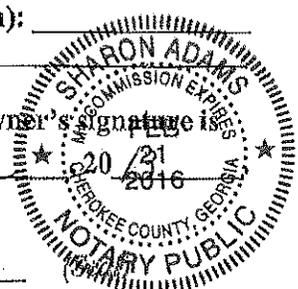
Applicant Status:

- | |
|---|
| <input type="checkbox"/> Owner |
| <input type="checkbox"/> Option to Purchase |
| <input type="checkbox"/> Leasee |
| <input checked="" type="checkbox"/> Area Resident |
| <input type="checkbox"/> Other (Explain): _____ |

This Authorization of Applicant Form has been completed and the property owner's signature is

Sworn To And Subscribed Before Me This 1st Day Of October

Notary Signature:





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Authorization Of Property Owner

This form is to be executed under oath. I, ERNEST L. GUNN IV, do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 1 day of October, 20 13.

Owner Signature: *Ernest L. Gunn IV* Print Name: ERNEST L. GUNN, IV

I, the above signed legal owner of the subject property, do hereby authorize the following application to be submitted to the City of Canton:

- | | |
|---|--|
| <input type="checkbox"/> A Annexation | <input type="checkbox"/> G Zoning Condition Amendment |
| <input checked="" type="checkbox"/> B Rezoning | <input type="checkbox"/> H Density Transfer within Master Plan |
| <input type="checkbox"/> C Master Plans | <input type="checkbox"/> I Temporary Use Permit |
| <input type="checkbox"/> D Master Plan Revisions | <input type="checkbox"/> J Zoning Ordinance Text Amendment |
| <input type="checkbox"/> E Conditional Use Permit | <input type="checkbox"/> K Variance |
| <input type="checkbox"/> F Land Use Modification | |

Sworn To And Subscribed Before Me This 1st Day Of Oct, 20 13.

Notary Signature: *Sharon Adams*





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Disclosure Form

O.C.G.A. § 36-67A-2 / O.C.G.A. § 36-67A-3 requires disclosure of campaign contributions to government officials by an applicant or opponent of a public hearing petition. Applicants must file this form with the Department of Planning and Zoning.

1. Name of Applicant/Opponent: WILLIAM G. HASTY, Please Type Or Print All Responses

Section 1

If the answer to any of the following questions is "Yes," complete Section 2.

- A) Are you, or anyone else with a property interest in the subject property, a member of the City of Canton Planning Commission or the City of Canton Mayor and Council?
 YES NO
- B) Does an official of such public bodies have any financial interest in any business entity which has a property interest in the subject property?
 YES NO
- C) Does a member of the family of such officials have an interest in the subject property as described in (A) and (B)?
 YES NO
- D) Within Two (2) years of immediately preceding this application have you made campaign contributions(s) or given gifts to such public officials aggregating \$250 or more?
 YES NO

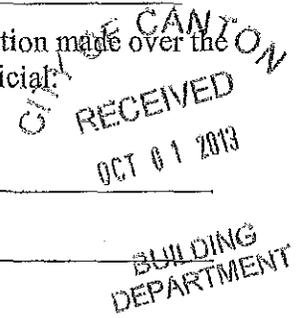
Section 2

1. Name and the official position of the Canton Official to whom the campaign contribution was made (*Please use a separate form for each official to whom a contribution has been made in the past (2) years*):

2. List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Canton Official:

\$	
\$	
\$	

Description



Note: Complete a separate form for each authorized applicant.





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

PUBLIC SCHOOL POLICY STATEMENT

The Mayor and Council of the City of Canton hereby recognize that growth and development can, at times, have an effect on school capacity within the county and therefore recognize the need to share information on developments that have regional impact. In an effort to cooperate with the Cherokee County School Board and share information on residential rezoning requests, master plan applications, and land use modifications to the comprehensive land use plan, the Mayor and Council hereby encourage open dialogue and meeting between the applicant and the appropriate school board representative. Therefore, developers whose projects consist of 25 or more residential units shall contact the Cherokee County School Board and communicate with a school board representative to discuss their intent. This communication between the applicant and the school board shall take place, at a minimum, prior to the Planning Commission meeting in which the application is scheduled to be heard. The applicant should be prepared to address such communication if requested by the Mayor and Council at the meeting in which final action is to be taken. (Section 8-8-B-37) (Amended: 12/07/00)

County Schools serving this development:

HIGH CREEKVIEW HIGH SCHOOL

MIDDLE CREEKLAND MIDDLE SCHOOL

ELEMENTARY AVERY ELEMENTARY SCHOOL

TRAFFIC INFORMATION

Road/Street providing access: GA-20 AND OLD DOSS RD.

Width at property: (Road) ~20' (OLD DOSS) (Right-of-way) 30' (OLD DOSS)
~50' (GA-20) 100' (GA-20)

Distance to nearest major thoroughfare: 0' Thoroughfare Name: GA-20

Description of Road accessing property (Classification): STATE ROUTE

In support of this request, I submit the following items, which are attached and made a part of this application:

- Boundary Survey
- Legal Description
- Letter of Intent
- Planning Commission Review Criteria Response
- Board of Zoning Appeals Review Criteria Response
- Petition Requesting Annexation
- Other (please explain) _____

- Master Plan / Site Plan
- Location Map
- Hydrology Study
- Traffic Analysis Report
- (Guidelines available from Planning & Zoning Dept.)
- Elevation Plans

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City of Canton

BUILDING
DEPARTMENT



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

(Application Type A : ONLY)

Address of Property to be Annexed: 268&330 OLD DOSS RD., 210&220 BOYD LN., 2241&2281 CUMMING WAY

Land Lot(s): 239 District: 14 Section: 2 Map #: _____ Parcel #: 14-0239-0002
14-0239-0003

Please answer the following questions to meet and comply with the United States Department of Justice Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act. 14-0239-0040
14-0239-0041
14-0239-0042

1. Intended Use of the Land:

- Residential
- Commercial
- Vacant
- Other (Specify) _____
- Existing Structures _____

2. Number of persons currently residing on the property: 0; Number 18 years or older: _____; Number registered to vote: _____

3. The number of all residents occupying the property:

- _____ American Indian
- _____ Asian
- _____ Black, not of Hispanic Origin
- _____ White, not of Hispanic Origin
- _____ Alaskan Native
- _____ Pacific Islander
- _____ Hispanic

4. Please attach the following information as Exhibit "C". The Atlanta Regional Commission requires this information so that they can provide Population Estimates.

- (1) Number of Existing Housing Units
- (2) List of addresses for each housing unit in the annexed area at the time of the annexation
- (3) Disposition of existing structures (e.g. to be Demolished, Moved, or Converted)
- (4) Names of affected subdivision
- (5) Names of affected multi-family complex
- (6) Names of group quarters (such as school dormitories, nursing homes or jails)
- (7) Names of affected duplexes
- (8) Names of Mobile Home Parks

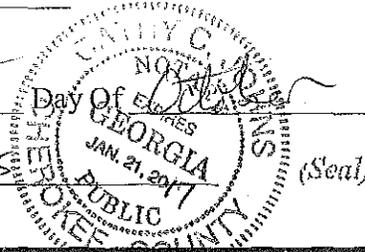
I/We the undersigned, being the owner(s) of real property of the territory described herein, respectfully request that the Mayor and City Council of the City of Canton, Georgia annex this property into the City and extend the City boundaries to include the same.

W G Hasty Jr 10/1/13
Property Owner's Signature Date

WILLIAM G. HASTY, JR.
Property Owner's Printed Name

Sworn To And Subscribed Before Me This 1st Day Of October, 2013

Notary Signature: Cathy Johns (Seal)





Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Canton Planning Commission Review Criteria (Applications Type A – J : ONLY)

How will this proposal be compatible with surrounding properties? PROPOSED DEVELOPMENT WILL BE
VERY SIMILAR TO CANTON MARKETPLACE, WHICH IS LOCATED ACROSS GA-20

How will this proposal affect the use and value of surrounding properties? PROPOSED DEVELOPMENT SHOULD
INCREASE VALUE OF NEIGHBORING PROPERTIES BY CONTINUING COMERCIAL GROWTH IN AREA.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.
NO, DUE TO THE LOCATION OF THE PROPERTY (ACROSS FROM CANTON MARKETPLACE), IT IS NOT
FEASIBLE TO DEVELOP THE PROPERTY AS IT IS CURRENTLY ZONED AS R-40.

What would be the increase to population and traffic if the proposal were approved? NO INCREASE TO THE
POPULATION IS ANTICIPATED DUE TO THIS DEVELOPMENT. TRAFFIC IMPACT SHOULD BE MINIMAL DUE
TO THE LOCATON OF THE SITE AND ITS PROXIMITY TO I-575.

What would be the impact to schools and utilities if the proposal were approved? _____
MINIMAL IMPACT TO SCHOOLS AND UTILITIES IS EXPECTED DUE TO THE PROPOSED ZONING OF C-2
(GENERAL COMMERCIAL).

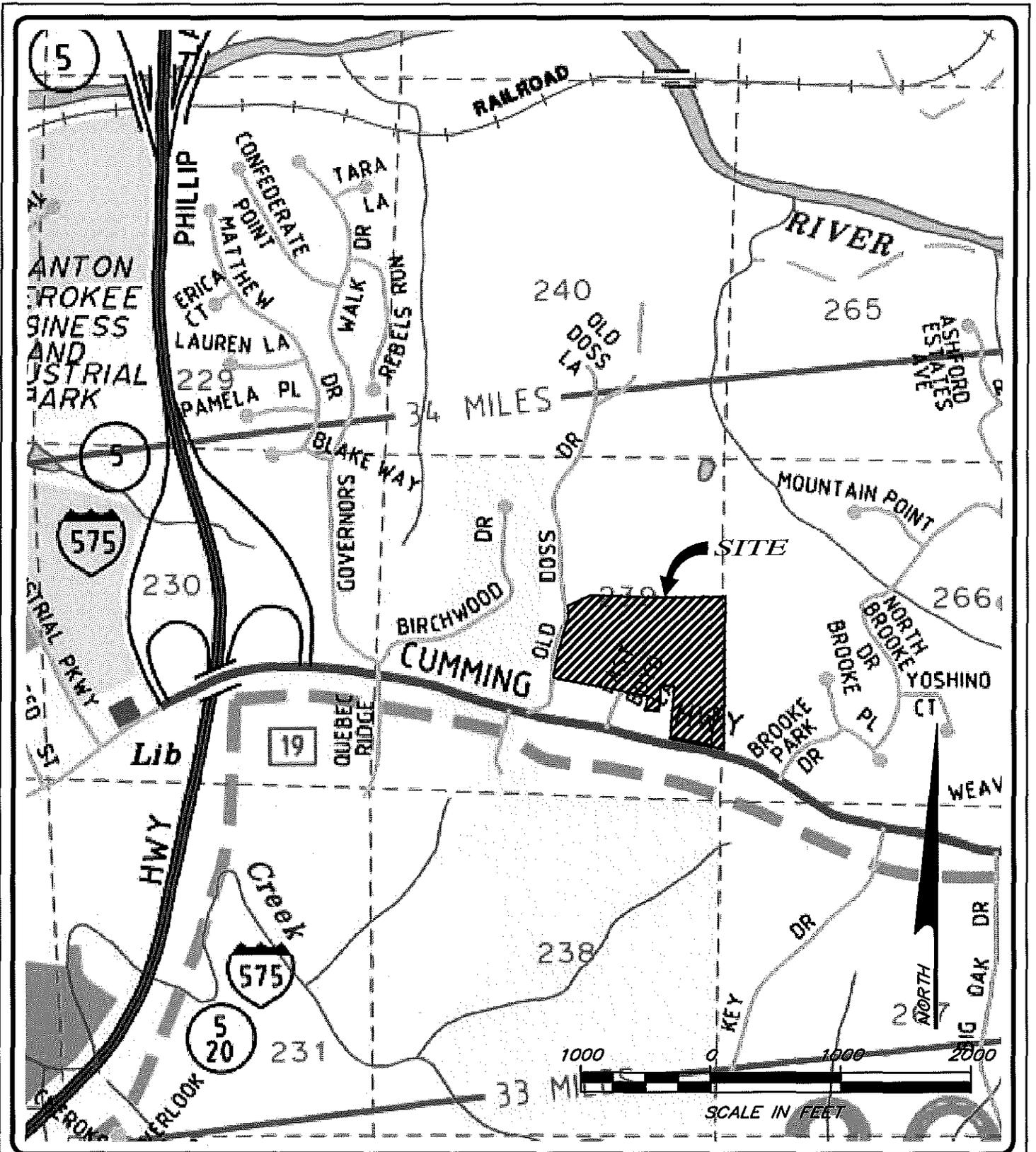
How is the proposal consistent with the Comprehensive Land Use Plan, particularly the Future Land Use Map?
THE PROPOSED DEVELOPMENT FITS WELL WITH THE FUTURE DEVELOPMENT MAP, WHICH CLASSIFIES THE
AREA AS "SUBURBAN GROWTH".

Are there existing or changing conditions which affect the development of the property and support the proposed request?
WITH THE CONSTRUCTION OF THE NEW HOSPITAL NEARBY, THE RESULT OF DEVELOPING
THIS PROPERTY UNDER THE PROPOSED ZONING WILL HELP CONTINUE GROWTH IN THE AREA THAT
MIGHT HAVE OTHERWISE BEEN UNREALIZED UNDER PREVIOUS ZONING OF R-40

* Please provide a Letter of Intent, which provides the necessary information to support your application.

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OCT 01 2013





Gaskins
 ENGINEERING SURVEYING PLANNING/CONSULTING
 CONSTRUCTION MGMT

1266 Powder Springs Road
 Marietta, Georgia 30064 Phone: (770) 424-7168
 Fax: (770) 424-7593

WWW.GSCSURVEY.COM

WILLIAM HASTY PROPERTY
 GA HWY. 20 RETAIL

SHEET TITLE
 LOCATION MAP

©2011, GASKINS SURVEYING COMPANY, INC.
 drawing may be used for the express purpose of
 constructing the work shown for the site and owner
 specified for the site. Any other use of this drawing
 including any reproduction or alteration of this
 drawing without the prior written approval of
 Gaskins Surveying Company, Inc. is prohibited.

SCALE
 1"=1000'

DATE
 10/01/13

SHEET
 NUMBER
02

DRAWN BY
 DH

PROJ. I.D.
 H208A

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:

Cherokee County Tax Commissioner

HASTY, WILLIAM G JR.
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2012-51400	12/20/2012	(\$0.00)

Map: 14N23A 023
Location: 210 E BOYD LN

Payment Good through: 11/21/2013

Print Date :
11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* *
Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G JR.
Map Code: 14N23A 023 REAL
Description: LL 239 DIST. 14
Location: 210 E BOYD LN
Bill No: 2012-51400
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
5,900.00	113,000	16.6300	118,900	12/20/2012			11/21/2013	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	118,900.00	47,560.00	0.00	47,560.00	0.200	9.51	0.00	\$9.51
COUNTY M&O	118,900.00	47,560.00	0.00	47,560.00	5.825	277.04	0.00	\$277.04
SCHOOL M&O	118,900.00	47,560.00	0.00	47,560.00	19.450	925.04	0.00	\$925.04
SCHOOL BOND	118,900.00	47,560.00	0.00	47,560.00	0.400	19.02	0.00	\$19.02
PARKS BOND	118,900.00	47,560.00	0.00	47,560.00	0.780	37.10	0.00	\$37.10
COUNTY WIDE FIRE DIST	118,900.00	47,560.00	0.00	47,560.00	3.394	161.42	0.00	\$161.42
TOTALS					30.049	1429.13	\$0.00	\$1,429.13

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$1,429.13
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1429.13
Back Taxes	0.00
Total Due	(\$0.00)
Paid Date	12/20/2012

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

HASTY, WILLIAM G JR.
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2012-51399	12/20/2012	\$0.00

Map: 14N23A 022
Location: 220 E BOYD LN

Payment Good through: 11/21/2013

Print Date :
11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* * Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G JR.
Map Code: 14N23A 022 REAL
Description: L 239; 14TH DIST
Location: 220 E BOYD LN
Bill No: 2012-51399
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
122,400.00	22,500	2.6900	144,900	12/20/2012			11/21/2013	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	144,900.00	57,960.00	0.00	57,960.00	0.200	11.59	0.00	\$11.59
COUNTY M&O	144,900.00	57,960.00	0.00	57,960.00	5.825	337.62	0.00	\$337.62
SCHOOL M&O	144,900.00	57,960.00	0.00	57,960.00	19.450	1,127.32	0.00	\$1,127.32
SCHOOL BOND	144,900.00	57,960.00	0.00	57,960.00	0.400	23.18	0.00	\$23.18
PARKS BOND	144,900.00	57,960.00	0.00	57,960.00	0.780	45.21	0.00	\$45.21
COUNTY WIDE FIRE DIST	144,900.00	57,960.00	0.00	57,960.00	3.394	196.72	0.00	\$196.72
TOTALS					30,049	1741.64	\$0.00	\$1,741.64

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$1,741.64
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1741.64
Back Taxes	0.00
Total Due	\$0.00
Paid Date	12/20/2012

2013 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

HASTY, WILLIAM G. JR
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2013-51644	12/20/2013	\$4,668.13

Map: 14N23A 025 A
Location: OLD DOSS RD

Payment Good through: 12/20/2013

Print Date :
11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* *
Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G. JR
Map Code: 14N23A 025 A REAL
Description: LL 239 14TH D
Location: OLD DOSS RD
Bill No: 2013-51644
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
0.00	389,700	0.7800	389,700	12/20/2013			12/20/2013	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	389,700.00	155,880.00	0.00	155,880.00	0.150	23.38	0.00	\$23.38
COUNTY M&O	389,700.00	155,880.00	0.00	155,880.00	5.798	903.79	0.00	\$903.79
SCHOOL M&O	389,700.00	155,880.00	0.00	155,880.00	19.450	3,031.87	0.00	\$3,031.87
SCHOOL BOND	389,700.00	155,880.00	0.00	155,880.00	0.400	62.35	0.00	\$62.35
PARKS BOND	389,700.00	155,880.00	0.00	155,880.00	0.776	120.96	0.00	\$120.96
COUNTY WIDE FIRE DIST	389,700.00	155,880.00	0.00	155,880.00	3.373	525.78	0.00	\$525.78
TOTALS					29.947	4668.13	\$0.00	\$4,668.13

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$4,668.13
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	0.00
Back Taxes	0.00
Total Due	\$4,668.13
Paid Date	

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

HASTY, WILLIAM G JR.
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2012-51402	12/20/2012	\$0.00

Map: 14N23A 026
Location: 268 OLD DOSS DR

Payment Good through: 11/21/2013

Print Date :
11/21/2013

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% Interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* * Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: HASTY, WILLIAM G JR.
Map Code: 14N23A 026 REAL
Description: LL 239; 14TH D
Location: 268 OLD DOSS DR
Bill No: 2012-51402
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
12,900.00	39,400	2.2600	52,300	12/20/2012			11/21/2013	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	52,300.00	20,920.00	0.00	20,920.00	0.200	4.18	0.00	\$4.18
COUNTY M&O	52,300.00	20,920.00	0.00	20,920.00	5.825	121.86	0.00	\$121.86
SCHOOL M&O	52,300.00	20,920.00	0.00	20,920.00	19.450	406.89	0.00	\$406.89
SCHOOL BOND	52,300.00	20,920.00	0.00	20,920.00	0.400	8.37	0.00	\$8.37
PARKS BOND	52,300.00	20,920.00	0.00	20,920.00	0.780	16.32	0.00	\$16.32
COUNTY WIDE FIRE DIST	52,300.00	20,920.00	0.00	20,920.00	3.394	71.00	0.00	\$71.00
TOTALS					30.049	628.62	\$0.00	\$628.62

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$628.62
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	628.62
Back Taxes	0.00
Total Due	\$0.00
Paid Date	12/20/2012

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

HASTY, WILLIAM G. JR
741 HAWKS RIDGE DR
BALL GROUND, GA 30107

Bill No.	Due Date	*Total Due*
2012-51413	12/20/2012	\$0.00

Map: 14N23A 019
Location: 2241 CUMMING HW

Payment Good through: 11/21/2013

Print Date :
11/21/2013

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Tax Payer: HASTY, WILLIAM G. JR
Map Code: 14N23A 019 REAL
Description: LL 239; 14TH D
Location: 2241 CUMMING HW
Bill No: 2012-51413
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
47,900.00	44,800	4.5200	92,700	12/20/2012			11/21/2013	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	92,700.00	37,080.00	0.00	37,080.00	0.200	7.42	0.00	\$7.42
COUNTY M&O	92,700.00	37,080.00	0.00	37,080.00	5.825	215.99	0.00	\$215.99
SCHOOL M&O	92,700.00	37,080.00	0.00	37,080.00	19.450	721.21	0.00	\$721.21
SCHOOL BOND	92,700.00	37,080.00	0.00	37,080.00	0.400	14.83	0.00	\$14.83
PARKS BOND	92,700.00	37,080.00	0.00	37,080.00	0.780	28.92	0.00	\$28.92
COUNTY WIDE FIRE DIST	92,700.00	37,080.00	0.00	37,080.00	3.394	125.85	0.00	\$125.85
TOTALS					30.049	1114.22	\$0.00	\$1,114.22

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$1,114.22
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1114.22
Back Taxes	0.00
Total Due	\$0.00
Paid Date	12/20/2012

2012 Property Tax Statement

Sonya Little
Cherokee County Tax Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax Commissioner

GUNN, ERNEST L. IV
501 STILLWATERS DR
MARIETTA, GA 30064

Bill No.	Due Date	*Total Due*
2012-49313	12/20/2012	\$0.00

Map: 14N23A 018
Location: 2281 CUMMING HW

Payment Good through: 11/21/2013

Print Date :
11/21/2013

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Tax Payer: GUNN, ERNEST L. IV
Map Code: 14N23A 018 REAL
Description: LL 239,266; 14TH D
Location: 2281 CUMMING HW
Bill No: 2012-49313
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions	
21,800.00	12,500	0.5800	34,300	12/20/2012			11/21/2013		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
STATE TAX	34,300.00	13,720.00	0.00	13,720.00	0.200	2.74	0.00	\$2.74	
COUNTY M&O	34,300.00	13,720.00	0.00	13,720.00	5.825	79.92	0.00	\$79.92	
SCHOOL M&O	34,300.00	13,720.00	0.00	13,720.00	19.450	266.85	0.00	\$266.85	
SCHOOL BOND	34,300.00	13,720.00	0.00	13,720.00	0.400	5.49	0.00	\$5.49	
PARKS BOND	34,300.00	13,720.00	0.00	13,720.00	0.780	10.70	0.00	\$10.70	
COUNTY WIDE FIRE DIST	34,300.00	13,720.00	0.00	13,720.00	3.394	46.57	0.00	\$46.57	
TOTALS						30.049	412.27	\$0.00	\$412.27

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st of every month thereafter if not paid, a 10% penalty will be added on March 21st.

Current Due	\$412.27
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	412.27
Back Taxes	0.00
Total Due	\$0.00
Paid Date	09/25/2012

Return Recorded Document to:
SELLERS & WARREN, P.C.
101 Woodland Way Suite 1A
Canton, Georgia 30114

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

File #: C051311

This Indenture made this 30th day of June, 2005 between Byrlene Martin Parker, of the County of Cherokee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Ernest L. Gunn, IV, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

BEGINNING at an iron stake corner on North side of Canton-Cumming Highway at the line of Mrs. Pharr property; running thence North along Pharr line 300 feet to a stake corner; thence West a distance of 75 feet to a stake corner; thence South a distance of 300 feet to a stake corner on Canton-Cumming Highway; thence East along said Highway a distance of 100 feet to the point of beginning.

This conveyance is made subject to all zoning ordinances, easements, restrictions and covenants of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the title and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

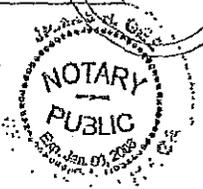
Signed, sealed and delivered in the presence of:

Ernest L. Gunn, IV
Witness

James H. Lee
Notary Public

Byrlene Martin Parker (Seal)
Byrlene Martin Parker

_____ (Seal)



B2599
B229

BK PG
2599 229

12-02
21

WARRANTY DEED (FORM 36A)

Return To
McCalla, Raymer, Padrick
Cobb, Nichols & Clark
301 Parkway 575
Woodstock, Georgia 30188

STATE OF GEORGIA

CHEROKEE County

THIS INDENTURE, made the 23rd day of December, in the year
one thousand nine hundred NINETY SIX, between James W. McPhail

of the County of Cherokee, and State of Georgia, as party or parties of the first part,
hereinafter called Grantor, and Ryan D. Atkins

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to
include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS
(\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid at and before the
sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bar-
gained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey
and confirm unto the said Grantee,

See Exhibit "A" attached hereto and made a part hereof by reference.

Georgia, Cherokee County
Filed in office this 10 day of Jan 19 97
at 3:00 P.M. Recorded in Book 1574 Page 229
this 13 day of Jan 19 97
Rene M. Rowan
Clerk, Superior Court \$31

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID \$ 46.80 ✓
DATE 1-10-97
Rene M. Rowan
CLERK OF SUPERIOR COURT

RECORDED

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record
affecting said described property.

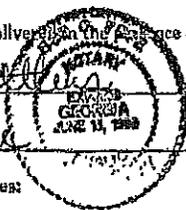
TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and
appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use,
benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the said described
property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above
written.

Signed, sealed and delivered in presence of:

[Signature]
Witness
[Signature]
Notary Public
My commission expires:



[Signature] (Seal)
James W. McPhail

(Seal)

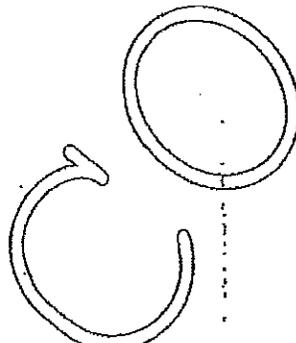
EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 239, 14th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the intersection of the center line of Old Doss Road (having an apparent 30 foot right-of-way) with the northerly right-of-way of State Route No. 20 (having a 100 foot right-of-way) and run thence northeasterly and northerly following the center line of Old Doss Road for a distance of 416.87 feet to a point; run thence South 81 degrees 07 minutes 36 seconds East 16.23 feet to an iron pin set on the southeasterly right-of-way of Old Doss Road and THE TRUE POINT OF BEGINNING (said iron pin being set on the common boundary line with property now or formerly owned by J. E. Anderson; hereinafter the "Anderson Property"); running thence the following courses and distances along the southeasterly and easterly right-of-way of Old Doss Road: North 12 degrees 19 minutes 39 seconds East 41.32 feet to a point; running thence North 16 degrees 08 minutes 36 seconds East 78.25 feet to a point; running thence North 18 degrees 13 minutes 55 seconds East 59.56 feet to an iron pin found; running thence North 12 degrees 55 minutes 56 seconds East 21.24 feet to a point; running thence North 17 degrees 19 minutes 03 seconds East 42.63 feet to a point; running thence North 20 degrees 13 minutes 02 seconds East 43.71 feet to a point; running thence North 14 degrees 57 minutes 31 seconds East 52.52 feet to a point; running thence North 05 degrees 20 minutes 38 seconds East 54.61 feet to a point; running thence North 06 degrees 06 minutes 16 seconds West 52.27 feet to an iron pin set on the easterly right-of-way of Old Doss Road; running thence North 66 degrees 58 minutes 00 seconds East 191.00 feet to a marble monument (said marble monument being found on the common boundary line with property now or formerly owned by Elmer Boyd as shown on that certain plat of survey recorded at Plat-Book 3, Page 282, Cherokee County records; hereinafter the "Boyd Property"); running thence South 02 degrees 00 minutes 00 seconds West along the common boundary line with the Boyd Property for a distance of 369.39 feet to an iron pin found (axle); running thence South 02 degrees 12 minutes 54 seconds West along the common boundary line with the Boyd Property for a distance of 176.49 feet to an iron pin found on the common boundary line with the Anderson Property; running thence North 81 degrees 07 minutes 36 seconds West along the common boundary line with the Anderson Property for a distance of 253.95 feet to an iron pin set on the easterly right-of-way of Old Doss Road and the True Point of Beginning; being improved property including a one-story frame residence known as 268 Old Doss Road according to the present system of numbering houses in Cherokee County; and containing 2.26 acres as shown on that certain plat of survey prepared by Lee-Barger & Assoc., Inc., Roger S. Lee, Registered Land Surveyor No. 2234, dated December 12, 1996 and revised December 23, 1996.

370
176
546

Atkins/H



ANNE M. RENEAU
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY

Rev. 1-13-97

3/

PLEASE RECORD AND RETURN TO:

Hasty, Pope & Ball, LLP
P.O. Box 1818
Canton, GA 30169
(File #1030)

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS DEED, made this 26th day of July in the Year of Our Lord Two Thousand Six between **WILLIAM G. WEST, MARGARET MORRIS and BRENDA W. SATTERFIELD** ("Grantor"), of the State of Georgia and County of Cherokee, and **WILLIAM G. HASTY, JR. and LINDA N. HASTY** ("Grantee"), of the State of Georgia and County of Cherokee, (the terms "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural, and shall be deemed to refer equally to each of said persons, firms, or entities, their respective heirs, successors and assigns where the context hereof requires or permits, unless otherwise specifically provided herein).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE**.

THIS CONVEYANCE is made subject to state and county ad valorem real property taxes and assessments not yet due and payable and all zoning ordinances, easements, covenants and restrictions of record affecting said bargained premises.

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed the day and year first above written.

William G. West

WILLIAM G. WEST [SEAL]

Margaret Morris

MARGARET MORRIS [SEAL]

Brenda W. Satterfield

BRENDA W. SATTERFIELD [SEAL]

Signed, sealed and delivered
in the presence of:

Peggy C Rutledge

Unofficial Witness Signature

Cathy Johns

Notary Public

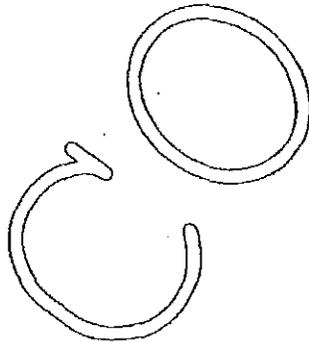


EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

TO ASCERTAIN the beginning point of the property herein conveyed, begin at a point formed by the intersection of the Northeasterly right-of-way of Georgia Hwy. 20 (100' right-of-way) with the original land lot line on the east side of Land Lot 239 (the same being the common line of the west side of Land Lot 266); thence along the right-of-way of Georgia Hwy. 20 (100' right-of-way) North 77 degrees 05 minutes 47 seconds West a distance of 99.96 feet to an iron pin found, said iron pin being the TRUE POINT OF BEGINNING; thence continuing along the right-of-way of Georgia Hwy. 20 (100' right-of-way) North 79 degrees 58 minutes 08 seconds West a distance of 315.79 feet to an iron pin set; thence leaving the right-of-way of Georgia Hwy. 20 (100' right-of-way) North 01 degrees 48 minutes 00 seconds East a distance of 425.08 feet to an iron pin set; thence North 62 degrees 16 minutes 19 seconds East a distance of 432.52 feet to an iron pin set, said iron pin being located on the original land lot line on the east side of Land Lot 239 (the same being the common line of the west side of Land Lot 266); thence along said land lot line South 01 degrees 02 minutes 55 seconds East a distance of 403.66 feet to an iron pin found adjacent to a post; thence leaving the original land lot line on the east side of Land Lot 239 (the same being the common line of the west side of Land Lot 266) North 72 degrees 54 minutes 34 seconds West a distance of 75.13 feet to an iron pin found adjacent to a post; thence South 03 degrees 58 minutes 30 seconds West a distance of 300.33 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract containing 4.52 acres as shown on plat of survey for Brenda Satterfield, Margaret Morris & William G. West dated 3/12/03, prepared by D&S Land Surveying, Inc. and certified by David W. Shirley, Georgia R.L.S. No. 2670, recorded in Plat Book 73, page 68, Cherokee County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.



WES

Initials

BWS

Initials

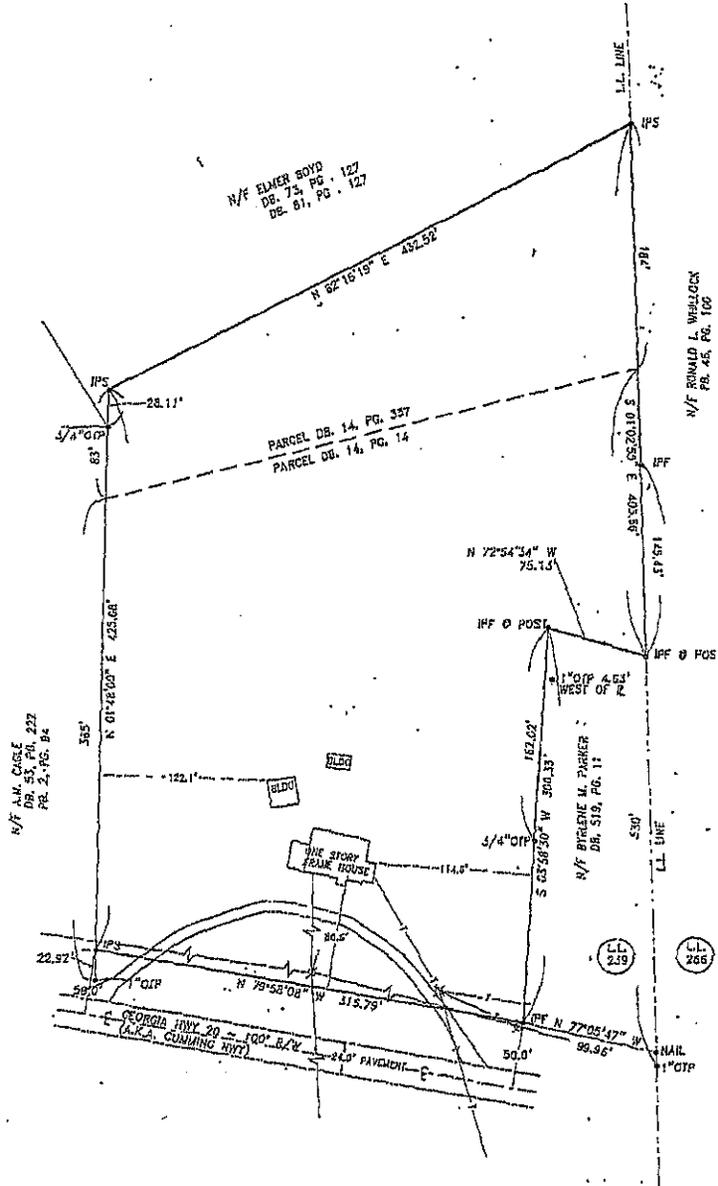
MM

Initials

LEGEND

These standard symbols will be found in the drawing.

- PROPERTY CORNER
- O.T.P. OPEN TOP PIPE
- X- FENCE
- CTP CRIMPED TOP PIPE
- R/W RIGHT OF WAY
- FF FINISHED FLOOR
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- N.T.S. NOT TO SCALE
- N/F PRESENT OR FORMER OWNER
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- LL LAND LOT
- S/D SUBDIVISION
- P.O.B. POINT OF BEGINNING
- POWER POLE
- OVERHEAD POWER LINE
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- ⊕ TELEPHONE POLE
- TELEPHONE LINE
- B.L. BUILDING LINE
- ⊙ SANITARY SEWER MANHOLE



THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY, BOTH PUBLIC AND PRIVATE, ALL MATTERS OF TITLE EXCEPTED. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,411 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 389,730 FEET. THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A. MAP# 13067C0230 C DATED 7/15/1988 EQUIPMENT USED FOR FIELD MEASUREMENTS: ANGULAR - GEODIMETER 610 R LINEAR - ELECTRONIC DISTANCE METER.

ALL IRON PINS FOUND AND SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A LEGAL TITLE SEARCH, AND IS SUBJECT TO ANY AND ALL ENCUMBRANCES PRODUCED BY SAME INCLUDING EASEMENTS WHETHER OR NOT SHOWN ON THIS PLAT. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITY NAMED HEREOF. EDITING OR REPRODUCTION WITHOUT THE CONSENT OF THE SURVEYOR IS PROHIBITED.

REFERENCES:

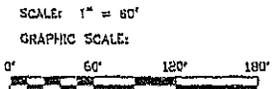
- 1) P.E. BOYD TO MRS. MILDRED WEST, 4 ACRES, DB. 14, PG. 14, JANUARY 9, 1845
- 2) P.E. BOYD TO MILDRED WEST, 1-1/3 ACRES, DB. 14, PG. 357, SEPTEMBER 25, 1849
- 3) P.E. BOYD TO STATE HIGHWAY BOARD OF GEORGIA, MARCH 19, 1934, DB. 7, PG. 349, R/W OF GA HWY 20.
- 4) MILDRED WEST TO HOWARD WEST, SUBJECT PROPERTY, DB. 14, PG. 463

GA. CHEROKEE COUNTY
 PLAT FILED FOR RECORD
 3/24/03 AT 2:56 PM
 RECORDING PLAT
 BOOK 72 PAGE 68
 ANNE M. RENNERT
 CLERK SUPERIOR COURT

AREA OF SUBJECT PROPERTY:
 4.52 ACRES

PLAT OF SURVEY FOR:
BRENDA SATTERFIELD, MARGARET MORRIS, &
WILLIAM G. WEST
LAND LOT 239
DISTRICT 14, SECTION 2
CHEROKEE COUNTY, GEORGIA
DATE OF FIELDWORK: 3/12/2003 · MAP DATE: 3/13/2003

PREPARED BY:
 D & S LAND SURVEYING, INC.
 DAVID W. SHIRLEY, R.L.S.
 100 CHEROKEE STREET
 CANTON, GA 30114
 770-720-4443
 770-720-7559 (FAX)



DRAWN BY: J SMITS FIELDWORK BY: D SHIRLEY



Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Return Recorded Document to:
SELLERS & WARREN, P.C.
101 Woodland Way Suite 1A
Canton, GA 30114

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

FILE #: C072084

THIS INDENTURE, Made the 23rd day of April, 2007, between

MELVIN C. BOYD,

of the County of CHEROKEE, and the State of GEORGIA, as party or parties of the first part, hereinafter called Grantor, and

DELORES ANN BOYD UNDERWOOD AS EXECUTRIX UNDER THE LAST WILL AND TESTAMENT OF ELMER BOYD, DECEASED

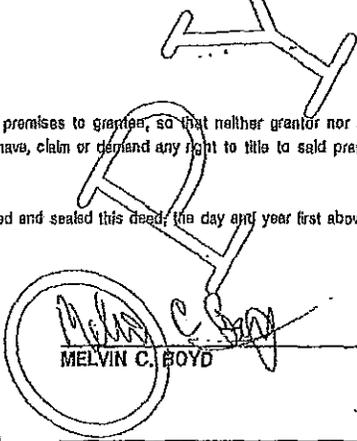
of the county of Cherokee, and the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, the following property, to-wit:

All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference thereto.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

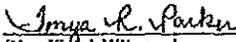

MELVIN C. BOYD (Seal)

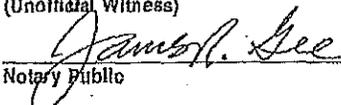
(Seal)

(Seal)

(Seal)

Signed, sealed and delivered in the presence of:


(Unofficial Witness)


Notary Public



EXHIBT "A"

All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being 16.628 acres as shown on plat of survey for Elmer Boyd Estate, prepared by Michael C. Martin, RLS, bearing the seal of Michael C. Martin, Georgia RLS #2149, dated February 6, 2007, being Job No. 07-5123-05D, recorded at Plat Book 96, Page 99, Cherokee County Plat Records, said plat being incorporated herein by reference thereto and being more particularly described as follows:

TO ASCERTAIN THE TRUE POINT OF BEGINNING, begin at an iron pin located at the point of intersection of the East line of Land Lot 239 with the Northerly right of way of Georgia Highway 20; thence run Northwesterly along the Northerly right of way of Georgia Highway 20 and following the curvatures thereof, (Georgia Highway 20 having a 100 foot right of way) a distance of 626.87 feet to a point, said point being the TRUE POINT OF BEGINNING, thence North 80° 44' 47" West along the Northerly right of way of Georgia Highway 20 a distance of 256.84 feet to an iron pin found; thence leaving said right of way North 40° 01' 56" East a distance of 23.00 feet to a nail found; thence North 62° 38' 10" West a distance of 128.07 feet to an iron pin found; thence North 69° 09' 25" West a distance of 85.02 feet to an iron pin found; thence North 02° 12' 23" West a distance of 343.44 feet to an iron pin found; thence North 00° 43' 54" West a distance of 176.51 feet to an iron pin found; thence North 01° 00' 57" West a distance of 369.33 feet to a marble monument found; thence North 89° 19' 57" East a distance of 574.42 feet to an iron pin found; thence South 29° 38' 42" West a distance of 439.94 feet to an iron pin found; thence South 62° 46' 42" East a distance of 149.85 feet to an iron pin found; thence South 57° 47' 59" East a distance of 63.24 feet to an iron pin found; thence North 29° 40' 50" East a distance of 434.34 feet to an iron pin found; thence North 59° 47' 41" West a distance of 213.18 feet to an iron pin found; thence North 88° 13' 17" East a distance of 261.46 feet to a marble monument found; thence North 85° 25' 57" East a distance of 206.07 feet to an iron pin set located on the East line of Land Lot 239; thence South 01° 25' 34" East along the East line of Land Lot 239 a distance of 472.68 feet to an iron pin found; thence leaving said Land Lot line, South 61° 46' 28" West a distance of 432.67 feet to an iron pin found; thence South 01° 16' 55" West a distance of 27.92 feet to an iron pin found; thence North 87° 32' 18" West a distance of 101.99 feet to an iron pin found; thence South 01° 33' 33" West a distance of 197.29 feet to an iron pin found; thence North 86° 02' 22" West a distance of 105.00 feet to an iron pin found; thence South 01° 39' 35" West a distance of 177.67 feet to a point, said point being the True Point of Beginning.

Disk 1-2007
Boyd Legal, C072084
LL 239

Deed Book **10895** pg **41**
Filed and Recorded 1/6/2010 3:06:33 PM

Transfer Tax \$300.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

PLEASE RECORD AND RETURN TO:

William G. Hasty, Jr., P.C.
P.O. Box 1818
Canton, GA 30169
(File #09-25-3)

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS DEED, made this 23rd day of December in the Year of Our Lord Two Thousand Nine between **BETTY DELORES HEAD**, as Trustee of the **Betty Delores Head Living Trust Dated September 28, 2004** ("Grantor"), of the State of Georgia and County of Cherokee, and **WILLIAM G. HASTY, JR.** ("Grantee"), of the State of Georgia and County of Cherokee, (the terms "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural, and shall be deemed to refer equally to each of said persons, firms, or entities, their respective heirs, successors and assigns where the context hereof requires or permits, unless otherwise specifically provided herein).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE**.

THIS CONVEYANCE is made subject to state and county ad valorem real property taxes and assessments not yet due and payable and all zoning ordinances, easements, covenants and restrictions of record affecting said bargained premises.

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed the day and year first above written.

Betty Delores Head
BETTY DELORES HEAD [SEAL]
As Trustee of the Betty Delores Head
Living Trust Dated September 28, 2004

Signed, sealed and delivered
in the presence of:

Sandra D. Field
Unofficial Witness Signature

Cathy Johns
Notary Public

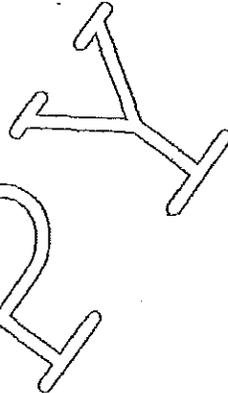


EXHIBIT "A"

All that tract or parcel of land lying and being in the 14th District and 2nd Section of Cherokee County, Georgia and being part of original Lot of Land No. 239, more particularly described as follows: TO LOCATE THE POINT OF BEGINNING start at the intersection of the Northerly right of way of Georgia Highway No. 20 (80 foot right of way) and the original land line of Land Lot No. 239; thence in a Northwesterly direction along the Northerly right of way of Georgia Highway No. 20, 532.5 feet to an iron pin; thence leaving said right of way North 3° 10' East 395.5 feet to an iron pin; thence South 86° 30' East 102.9 feet to an iron pin; thence North 32° 45' West 240.8 feet to an iron pin the point of beginning; thence North 57° 30' West 63.2 feet to an iron pin; thence North 62° 30' West 150 feet to an iron pin; thence North 30° 00' East 448 feet to an iron pin; thence South 60° 00' East 213.1 feet to an iron pin; thence South 30° 00' West 444.2 feet to an iron pin the point of beginning according to Plat of Survey entitled, "Property of Elmer Boyd", by Lat Ridgway, Registered Surveyor #92, dated February 1968, designated as Tract 4 on Plat recorded in Plat Book 4, Page 113, Cherokee County, Georgia Plat Records.

And also an easement granting access to the above described tract of land from Georgia Highway No. 20 along the present driveway.

COPIED

Deed Book **11962** Pg **270**
Filed and Recorded 8/21/2012 12:48:50 PM
2B-2012-027395
Transfer Tax 405.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

This instrument was prepared by
~~and is to be returned to:~~
Phillip F. West, Esq.
3225 Cumberland Boulevard, Suite 100
Atlanta, Georgia 30339

AFTER RECORDING RETURN TO:

METROPOLITAN TITLE AGENCY, INC.
1820 The Exchange, Suite 550
Atlanta, Georgia 30339
Phone: 770-933-0073
FAX: 770-933-0233

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 14th day of August, 2012, by and between **RACETRAC PETROLEUM, INC.**, a Georgia corporation, whose address is 3225 Cumberland Boulevard, Suite 100, Atlanta, Georgia 30339 (hereinafter referred to as "GRANTOR"), and **WILLIAM G. HASTY, JR.**, whose address is 741 Hawks Ridge Drive, Ball Ground, Georgia 30107 (hereinafter referred to as "GRANTEE") (the words "GRANTOR" and "GRANTEE" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH:

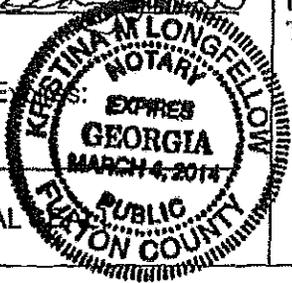
GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration in hand paid by GRANTEE to GRANTOR at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto the said GRANTEE all that tract or parcel of land lying and being in Cherokee County, Georgia, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), TOGETHER WITH all buildings and other improvements and fixtures situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, privileges, easements, licenses, benefits and rights-of-way appurtenant to the Land (hereinafter collectively called the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, easements, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of GRANTEE forever in FEE SIMPLE, subject to those items listed on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), and that GRANTOR will warrant and forever defend the right and title to the Property unto GRANTEE against the claims of all persons lawfully claiming by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR hereby conveys to Grantee the Property "AS IS, WHERE IS" with no warranty whatsoever with respect to any aspect of its physical condition, either expressed or implied, and even arising by operation of law, including but not limited to, any warranties of fitness, condition, quality or habitability or warranties against hidden or latent defects, all of which shall be deemed expressly and fully waived by Grantee.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be signed, sealed, and delivered as of the day and year first above written.

<p>Signed, sealed and delivered in the presence of:</p> <p><u><i>Deacon Wilson</i></u> Unofficial Witness</p> <p><u><i>Kristina Longfellow</i></u> Notary Public</p> <p>My Commission Expires: _____</p> <p>[NOTARIAL</p>	<p>GRANTOR:</p> <p>RACETRAC PETROLEUM, INC., a Georgia corporation</p> <p>By: <u><i>Max Lehker</i></u> Name: Max Lehker Title: President</p>
---	--



COPY

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION TRACT 1B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 239 OF THE 14TH LAND DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE AND THE NORTHERLY RIGHT OF WAY OF GEORGIA STATE HIGHWAY 20. THENCE ALONG THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE N83°31'48"E 15.95' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 107.33' AND AN ARC LENGTH OF 153.60', SAID CURVE HAVING A CHORD BEARING OF N42°32'07"E AND A DISTANCE OF 140.82' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD N01°32'19"E 74.79' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING THE RIGHT WITH A RADIUS OF 690.53' AND AN ARC LENGTH OF 80.34'. SAID CURVE HAVING A CHORD BEARING OF N04°52'14"E AND A CHORD DISTANCE OF 80.29' TO A ½" REBAR SET WHICH IS THE TRUE POINT OF BEGINNING. CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 690.53' AND AN ARC LENGTH OF 34.94'. SAID CURVE HAVING A CHORD BEARING OF N09°39'12"E AND A CHORD DISTANCE OF 34.94' TO A POINT; CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD N11°06'14"E 72.61' TO A POINT; CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 2070.06' AND AN ARC LENGTH OF 12.06', SAID CURVE HAVING A CHORD BEARING OF N11°16'12"E AND A CHORD DISTANCE OF 12.06' TO AN IRON PIN FOUND; THENCE DEPARTING SAID RIGHT OF WAY S82°17'35" E 253.55' TO A 1" PIPE; THENCE S00°07'07"W 20.70' TO A ½" PIPE; THENCE S00°23'45"E 115.92' TO A POINT; THENCE N79°02'27"W 279.31' TO A ½" REBAR SET MARKING THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE, WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 33,888 SQUARE FEET OR 0.778 ACRE.

Deed Book **11962** Pg **270**
 Filed and Recorded 8/21/2012 12:48:50 PM
 28-2012-027395
 Transfer Tax 405.00
 Patty Baker
 Clerk of Superior Court Cherokee Cty, GA

This instrument was prepared by
 and is to be returned to:
 Phillip F. West, Esq.
 3225 Cumberland Boulevard, Suite 100
 Atlanta, Georgia 30339

AFTER RECORDING RETURN TO:

METROPOLITAN TITLE AGENCY, INC.
 1820 The Exchange, Suite 650
 Atlanta, Georgia 30339
 Phone: 770-933-0073
 FAX: 770-933-0233

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 14th day of August, 2012, by and between **RACETRAC PETROLEUM, INC.**, a Georgia corporation, whose address is 3225 Cumberland Boulevard, Suite 100, Atlanta, Georgia 30339 (hereinafter referred to as "GRANTOR"), and **WILLIAM G. HASTY, JR.**, whose address is 741 Hawks Ridge Drive, Ball Ground, Georgia 30107 (hereinafter referred to as "GRANTEE") (the words "GRANTOR" and "GRANTEE" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration in hand paid by GRANTEE to GRANTOR at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto the said GRANTEE all that tract or parcel of land lying and being in Cherokee County, Georgia, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land") TOGETHER WITH all buildings and other improvements and fixtures situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, privileges, easements, licenses, benefits and rights-of-way appurtenant to the Land (hereinafter collectively called the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, easements, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of GRANTEE forever in FEE SIMPLE, subject to those items listed on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), and that GRANTOR will warrant and forever defend the right and title to the Property unto GRANTEE against the claims of all persons lawfully claiming by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR hereby conveys to Grantee the Property "AS IS, WHERE IS" with no warranty whatsoever with respect to any aspect of its physical condition, either expressed or implied, and even arising by operation of law, including but not limited to, any warranties of fitness, condition, quality or habitability or warranties against hidden or latent defects, all of which shall be deemed expressly and fully waived by Grantee.

EXHIBIT "A"

LEGAL DESCRIPTION

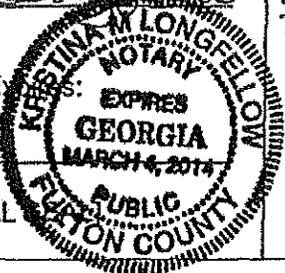
LEGAL DESCRIPTION TRACT 1B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 239 OF THE 14TH LAND DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE AND THE NORTHERLY RIGHT OF WAY OF GEORGIA STATE HIGHWAY 20. THENCE ALONG THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE N83°31'48"E 15.95' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 107.33' AND AN ARC LENGTH OF 153.60', SAID CURVE HAVING A CHORD BEARING OF N42°32'07"E AND A DISTANCE OF 140.82' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD N01°32'19"E 74.79' TO A POINT, CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING THE RIGHT WITH A RADIUS OF 690.53' AND AN ARC LENGTH OF 80.34'. SAID CURVE HAVING A CHORD BEARING OF N04°52'14"E AND A CHORD DISTANCE OF 80.29' TO A ½" REBAR SET WHICH IS THE TRUE POINT OF BEGINNING. CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 690.53' AND AN ARC LENGTH OF 34.94'. SAID CURVE HAVING A CHORD BEARING OF N09°39'12"E AND A CHORD DISTANCE OF 34.94' TO A POINT; CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD N11°06'14"E 72.61' TO A POINT; CONTINUE ALONG THE EASTERLY RIGHT OF WAY OF SAID ROAD WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 2070.06' AND AN ARC LENGTH OF 12.06', SAID CURVE HAVING A CHORD BEARING OF N11°16'12"E AND A CHORD DISTANCE OF 12.06' TO AN IRON PIN FOUND; THENCE DEPARTING SAID RIGHT OF WAY S82°17'35"E 253.55' TO A 1" PIPE; THENCE S00°07'07"W 20.70' TO A ½" PIPE; THENCE S00°23'45"E 115.92' TO A POINT; THENCE N79°02'27"W 279.31' TO A ½" REBAR SET MARKING THE EASTERLY RIGHT OF WAY OF OLD DOSS DRIVE, WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 33,888 SQUARE FEET OR 0.778 ACRE.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be signed, sealed, and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:	GRANTOR:
 Unofficial Witness	RACETRAC PETROLEUM, INC., a Georgia corporation
 Notary Public	By:  Name: Max Lenker Title: President
My Commission Expires:	
[NOTARIAL	

COPY

LEGAL DESCRIPTION – TRACT 1 (23.67 ACRES)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 239 OF THE 14TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ASCERTAIN THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LAND LOT 239 WITH THE NORTHERN RIGHT-OF-WAY OF GEORGIA HIGHWAY 20 (100' R/W); THENCE ALONG SAID NORTHERN RIGHT-OF-WAY NORTH 75 DEGREES 42 MINUTES 32 SECONDS WEST, 101.15 FEET TO AN IRON PIN, SAID POINT BEING THE POINT OF BEGINNING:

THENCE NORTH 78 DEGREES 37 MINUTES 07 SECONDS WEST, 315.82 FEET TO AN IRON PIN; THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF GEORGIA HIGHWAY 20, NORTH 03 DEGREES 12 MINUTES 27 SECONDS EAST, 397.35 FEET TO AN IRON PIN; THENCE NORTH 85 DEGREES 34 MINUTES 51 SECONDS WEST, 102.17 FEET TO A POINT; THENCE SOUTH 03 DEGREES 26 MINUTES 45 SECONDS WEST, 197.42 FEET TO AN IRON PIN; THENCE NORTH 84 DEGREES 07 MINUTES 24 SECONDS WEST, 104.86 FEET TO A POINT; THENCE NORTH 10 DEGREES 59 MINUTES 12 SECONDS EAST, 104.79 FEET TO AN IRON PIN SET; THENCE NORTH 79 DEGREES 02 MINUTES 40 SECONDS WEST, 331.50 FEET TO AN IRON PIN; THENCE NORTH 79 DEGREES 02 MINUTES 40 SECONDS WEST, 136.12 FEET TO AN IRON PIN; THENCE NORTH 78 DEGREES 54 MINUTES 27 SECONDS WEST, 279.61 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY OF OLD DOSS ROAD (30' R/W); THENCE ALONG THE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 34.74 FEET, SAID CURVE HAVING A RADIUS OF 690.53 FEET, AND BEING SUBTENDED BY A CHORD OF 34.73 FEET AT NORTH 10 DEGREES 32 MINUTES 12 SECONDS EAST TO A POINT; THENCE NORTH 10 DEGREES 55 MINUTES 27 SECONDS EAST, 84.87 FEET TO AN IRON PIN; THENCE NORTH 11 DEGREES 14 MINUTES 57 SECONDS EAST, 41.08 FEET TO A POINT; THENCE NORTH 15 DEGREES 02 MINUTES 38 SECONDS EAST, 78.25 FEET TO A POINT; THENCE NORTH 17 DEGREES 07 MINUTES 57 SECONDS EAST, 59.56 FEET TO A POINT; THENCE NORTH 11 DEGREES 49 MINUTES 58 SECONDS EAST, 21.24 FEET TO A POINT; THENCE NORTH 16 DEGREES 13 MINUTES 05 SECONDS EAST, 42.63 FEET TO A POINT; THENCE NORTH 19 DEGREES 07 MINUTES 04 SECONDS EAST, 43.71 FEET TO A POINT; THENCE NORTH 13 DEGREES 51 MINUTES 33 SECONDS EAST, 52.52 FEET TO A POINT; THENCE NORTH 04 DEGREES 14 MINUTES 40 SECONDS EAST, 54.61 FEET TO A POINT; THENCE NORTH 07 DEGREES 05 MINUTES 05 SECONDS WEST, 52.37 FEET TO AN IRON PIN; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 65 DEGREES 53 MINUTES 08 SECONDS EAST, 190.87 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 88 DEGREES 45 MINUTES 27 SECONDS EAST, 574.00 FEET TO A 1" PIPE; THENCE SOUTH 89 DEGREES 54 MINUTES 10 SECONDS EAST, 261.84 FEET TO A MARBLE MONUMENT; THENCE NORTH 87 DEGREES 20 MINUTES 21 SECONDS EAST, 206.06 FEET TO AN IRON PIN; THENCE ALONG SAID LAND LOT LINE SOUTH 00 DEGREES 29 MINUTES 02 SECONDS WEST, 472.66 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES 20 MINUTES 34 SECONDS WEST, 403.70 FEET TO AN IRON PIN; THENCE

LEAVING THE EAST LINE OF LAND LOT 239 NORTH 71 DEGREES 32 MINUTES 24 SECONDS WEST, 75.25 FEET TO AN IRON PIN; THENCE SOUTH 05 DEGREES 21 MINUTES 45 SECONDS WEST, 300.28 FEET TO AN IRON PIN LOCATED ON THE NORTHERN RIGHT-OF-WAY OF GEORGIA HIGHWAY 20, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 23.67 ACRES.

Return Recorded Document to:
SELLERS & WARREN, P.C.
101 Woodland Way Suite 1A
Canton, Georgia 30114

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

File #: C051311

This Indenture made this 30th day of June, 2005 between **Byrlene Martin Parker**, of the County of Cherokee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Ernest L. Gunn, IV**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

BEGINNING at an iron stake corner on North side of Canton-Cumming Highway at the line of Mrs. Pharr property; running thence North along Pharr line 300 feet to a stake corner; thence West a distance of 75 feet to a stake corner; thence South a distance of 300 feet to a stake corner on Canton-Cumming Highway; thence East along said Highway a distance of 100 feet to the point of beginning.

This conveyance is made subject to all zoning ordinances, easements, restrictions and covenants of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Wanda Tipton
Witness

James H. Lee
Notary Public

Byrlene Martin Parker (Seal)
Byrlene Martin Parker

(Seal)



WILLIAM G. HASTY, JR., P.C.

ATTORNEY AT LAW

211 EAST MAIN STREET
CANTON, GEORGIA 30114

Phone: (770) 479-0366

Facsimile: (770) 479-0139

Email: cjohns@hastypope.com

November 19, 2013

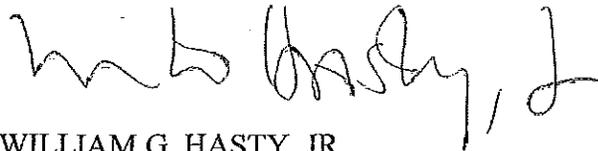
Re: 268 & 330 Old Doss Rd.; 210 & 220 Boyd Lane; 2241 & 2281 Cumming Hwy.

To Whom It May Concern:

The overall development is proposed as a mixed use commercial project with similar and complimentary uses to the Canton Marketplace development on the South side of Georgia Highway 20. All of the parcels included in the Master Plan are currently owned by Mr. William G. Hasty, Jr. and Mr. Ernest L. Gunn IV. The current and most recent use of the property is as large residential tracts, all zoned R-40.* Traffic from the proposed development (as compared to existing use) will be increased, but will be mitigated by frontage and road improvements. The impacts to the road network will not be dramatic due to the existing commercial development on the South side of Canton Highway. Frontage improvements include multiple right in/right out entrances as well as additional improvements to Old Doss Rd.

The proposed development will enhance adjoining land values by continuing commercial growth in the area. All pods within the proposed development will be zoned the same (C-2 general commercial). Currently, there are no specific plans regarding the phasing of the proposed development. Phasing/development of the property will be largely based on demand/sales of the proposed outparcels. As mentioned earlier, the entire property is proposed to be zoned C-2 (general commercial), with maximum net density unknown at this time. Minimum area requirements for all outparcels shall be regulated by the current City of Canton Zoning Ordinance, with the specifics as listed on the Master Plan. All general landscape and sign requirements shall also be regulated by City of Canton requirements.

Sincerely,



WILLIAM G. HASTY, JR.

WGH/cj

* AND ONE PARCEL ZONED GC (GENERAL COMMERCIAL)

WGH
4/7/25/13



Community Development Department

151 Elizabeth Street, 1st Floor

Canton, Georgia 30114

Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department

Steve Green

ZONING ADMINISTRATOR

(Application Type A : ONLY)

Address of Property to be Annexed: 268&330 OLD DOSS RD., 210&220 BOYD LN., 2241&2281 CUMMING WAY

Land Lot(s): 239 District: 14 Section: 2 Map #: _____ Parcel #: 14-0239-0002

14-0239-0003

14-0239-0040

14-0239-0041

14-0239-0049

Please answer the following questions to meet and comply with the United States Department of Justice Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of the Land:

- Residential
- Commercial
- Vacant
- Other (Specify) _____
- Existing Structures _____

2. Number of persons currently residing on the property: 0; Number 18 years or older: _____; Number registered to vote: _____

3. The number of all residents occupying the property:

- _____ American Indian
- _____ Asian
- _____ Black, not of Hispanic Origin
- _____ White, not of Hispanic Origin
- _____ Alaskan Native
- _____ Pacific Islander
- _____ Hispanic

4. Please attach the following information as Exhibit "C". The Atlanta Regional Commission requires this information so that they can provide Population Estimates.

- (1) Number of Existing Housing Units
- (2) List of addresses for each housing unit in the annexed area at the time of the annexation
- (3) Disposition of existing structures (e.g. to be Demolished, Moved, or Converted)
- (4) Names of affected subdivision
- (5) Names of affected multi-family complex
- (6) Names of group quarters (such as school dormitories, nursing homes or jails)
- (7) Names of affected duplexes
- (8) Names of Mobile Home Parks

I/We the undersigned, being the owner(s) of real property of the territory described herein, respectfully request that the Mayor and City Council of the City of Canton, Georgia annex this property into the City and extend the City boundaries to include the same.

William G. Hasty, Jr.
Property Owner's Signature

WILLIAM G. HASTY, JR.
Property Owner's Printed Name



Sworn To And Subscribed Before Me This 19th Day Of November, 2013.

Notary Signature: Kelly C. Johns (Seal)



Community Development Department

151 Elizabeth Street, 1st Floor

Canton, Georgia 30114

Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department

Steve Green

ZONING ADMINISTRATOR

(Application Type A : ONLY)

Address of Property to be Annexed: 268&330 OLD DOSS RD., 210&220 BOYD LN., 2241&2281 CUMMING WAY

Land Lot(s): 239 District: 13 Section: _____ Map #: _____ Parcel #: 14-0239-0002

14-0239-0003

14-0239-0040

14-0239-0041

14-0239-0049

Please answer the following questions to meet and comply with the United States Department of Justice Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of the Land:

- Residential
- Commercial
- Vacant
- Other (Specify) _____
- Existing Structures _____

2. Number of persons currently residing on the property: 0; Number 18 years or older: _____; Number registered to vote: _____

3. The number of all residents occupying the property:

_____ American Indian	_____ Alaskan Native
_____ Asian	_____ Pacific Islander
_____ Black, not of Hispanic Origin	_____ Hispanic
_____ White, not of Hispanic Origin	

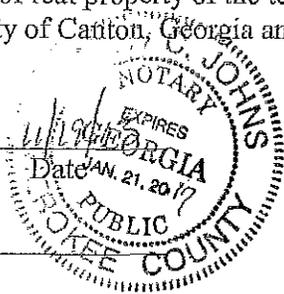
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- (3) Disposition of existing structures (e.g. to be Demolished, Moved, or Converted)
- (4) Names of affected subdivision
- (5) Names of affected multi-family complex
- (6) Names of group quarters (such as school dormitories, nursing homes or jails)
- (7) Names of affected duplexes
- (8) Names of Mobile Home Parks

I/We the undersigned, being the owner(s) of real property of the territory described herein, respectfully request that the Mayor and City Council of the City of Canton, Georgia annex this property into the City and extend the City boundaries to include the same.

W G Nasty, Jr
Property Owner's Signature

WILLIAM G. NASTY, JR.
Property Owner's Printed Name



Sworn To And Subscribed Before Me This 19th Day Of November, 2013

Notary Signature: Cathy Johns (Seal)



Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Property Information:

Address: 268&330 OLD DOSS DR., 210&220 BOYD LN., 2241 CUMMING WAY

Land Lot(s): 239 District: 14 Section: 2 Map #: Parcel #: 14-0239-0002

Existing Zoning Of Property: R-40/GC City County Total Acreage Of Property: 23.67 AC. (DOES NOT INCLUDE SUNN PROPERTY) 14-0239-0040
14-0239-0003
14-0239-0041
14-0239-0049

Proposed Zoning Of Property: C-2 GEN. COMMERCIAL Existing Use(s) Of Property: RESIDENTIAL

Directions to property from Main Street in downtown Canton:

EAST ON EAST MAIN ST./GA-20 E FOR APPROXIMATELY 2.3 MILES. PROPERTY IS ON LEFT.

Adjacent Property/Owner Information: Please provide the following information for all adjacent properties, including property connected by public rights-of-way. Attach additional sheets as necessary.

	<u>OWNER NAME/ADDRESS</u>	<u>CURRENT ZONING</u>	<u>CURRENT LAND USE</u>
NORTH	EMMA LAURANN CANTRELL	R-40	RESIDENTIAL
SOUTH	GA. HWY. 20 R/W	R-40	
EAST	RONALD AND MILLICENT WHILLOCK	R-40	RESIDENTIAL
WEST	OLD DOSS RD. R/W	R-40	
OTHER			

CITY OF CANTON
RECEIVED
NOV 10 2013

UTILITY INFORMATION

How is sewage from this development to be managed? PUBLIC SEWER

Proposed managing jurisdiction: CITY OF CANTON

How will water be provided to the site? PUBLIC WATER

Wbld, d-

Proposed managing jurisdiction: CITY OF CANTON

Size Limit: 11/25/13

BUILDING DEPARTMENT





City of Canton

Community Development Department

151 Elizabeth Street, 1st Floor
Canton, Georgia 30114
Phone: (770) 704-1530 Fax: (770) 479-1872

Community Development Department
Steve Green
ZONING ADMINISTRATOR

Property Information:

Address: 2281 Cumming Highway
Land Lot(s): 239 District: 14th Section: 2nd Map #: 14N23A Parcel #: 018

City

County

Existing Zoning Of Property: R-40 Total Acreage Of Property: .59 acres

Proposed Zoning Of Property: C-2 Existing Use(s) Of Property: Vacant

Directions to property from Main Street in downtown Canton:

Adjacent Property/Owner Information: Please provide the following information for all adjacent properties, including property connected by public rights-of-way. Attach additional sheets as necessary.

	<u>OWNER NAME/ADDRESS</u>	<u>CURRENT ZONING</u>	<u>CURRENT LAND USE</u>
NORTH	<u>EMMA LAURANO Cantrell</u>	<u>R-40</u>	<u>Residential</u>
SOUTH	<u>Gr. Hwy 20 R/W</u>	<u>R-40</u>	
EAST	<u>Ronald + Millicent Whillock</u>	<u>R-40</u>	<u>Residential</u>
WEST	<u>Old Doss Rd r/w</u>	<u>R-40</u>	
OTHER			

UTILITY INFORMATION

How is sewage from this development to be managed? Public Sewer

Proposed managing jurisdiction: City of Canton

How will water be provided to the site? Public water

Proposed managing jurisdiction: City of Canton Size Limit: _____

Whillock
11/25/13



City of Canton

CHEROKEE COUNTY

PUBLIC HEARINGS AND PARTICIPATION

In accordance with law and policy, the Cherokee County Board of Commissioners frequently conducts Public Hearings on a number of matters and issues. These Public Hearing rules are intended to ensure that the public has the opportunity to participate fairly in the meeting while promoting the orderly, efficient, and effective flow of the meeting.

Policies and Procedures for Conducting Public Hearings

1. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.
2. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of the public are expected to adhere to the rules of decorum outlined herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
3. **Time.** Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5)
4. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.
5. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.
6. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.
7. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
8. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

STATE OF GEORGIA
COUNTY OF CHEROKEE COUNTY

CHEROKEE COUNTY BOARD OF COMMISSIONERS
POLICY NO. 03- P- 01

PUBLIC COMMENT POLICY

In 1999, the Cherokee County Board of Commissioners established a public input policy, to welcome citizen comment and attendance. The following is a revised edition of that policy. The original Policy No. 99-P-1 is hereby rescinded.

(1)

The Cherokee County Board of Commissioners does hereby establish a policy that “**Public Comment**” is invited and encouraged. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

(2)

Therefore, it is the policy of Cherokee County that time for public comment will be set aside for each regularly scheduled meeting. **If the item you wish to speak about is on the agenda, it will be at the discretion of the Board as to whether you will be allowed to speak.**

(3)

At both regular meetings, a fifteen (15) minute period, after the approval of the minutes of the previous meeting, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated area on a sign up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Their comments must be limited to their chosen topic. Only items pertaining to County business may be brought before the Board. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.

(4)

Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their Post Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.

(5)

Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.

(6)

A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct

As revised this 6th day of May, 2003.

MISSION STATEMENT



The CHEROKEE COUNTY Board of Commissioners is dedicated to providing a " Superior Quality of Life " for its residents.

OUR GOAL:

To preserve the Beauty, Unique Character, and Desirability of the Community where we live, work, and play.

OUR PROMISE:

Listen to you; Respect your Rights; & Represent you with the highest standards of Ethics and Integrity.

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

State-of-the-art Public Safety facilities, training, and personnel;

Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.

STATE OF GEORGIA)
COUNTY OF CHEROKEE)

RESOLUTION NO. 2013-R-033

A RESOLUTION ADOPTING RULES OF PROCEDURE

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

WHEREAS, the Cherokee County Board of Commissioners desires to adopt a set of rules to govern the conduct of the Board of Commissioners with respect to scheduling and conducting its meetings;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

I. ADOPTION OF RULES OF PROCEDURE

The Cherokee County Board of Commissioners hereby adopts the Rules of Procedure, which is attached hereto as Exhibit "A" (the "Rules of Procedure") and incorporated herein.

II. SEVERABILITY

If any portion of this Resolution shall be held invalid or unconstitutional, the other provisions of this Resolution shall not be affected, and thus, the provisions of this Resolution are declared severable.

III. REPEALER

Any other Cherokee County Ordinance, Resolution, policy, rule, or local law, or portion thereof, now in effect, that is in conflict with any of the provisions of this Resolution, is hereby repealed.

IV. EFFECTIVE DATE

This Resolution shall become effective on the date it is passed by the Board of Commissioners.

SO RESOLVED this 19th day of November, 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS



L.B. Ahrens, Jr., Chairman

ATTEST:



Christy Black, County Clerk
(SEAL)

**CHEROKEE COUNTY BOARD OF COMMISSIONERS
2013 RULES OF PROCEDURE**

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Cherokee County Boards and Committees List

1.0 OPERATIONAL PROCEDURE

SECTION 1.01 MEETINGS

1.01.01 Regular Meeting/Public Hearings, Work Sessions and Special Called Meetings of the Cherokee County Commission (also referred herein as the "Commission," the "Commissioners" or the "Board"). Regular Meeting/Public Hearings and Work Sessions are scheduled recurring meetings of the Commission to conduct or discuss the ongoing business of the County. Special Called Meetings are to conduct emergency business and the Chairman, a majority of the Board, the County Manager, or the County Attorney may call for a Special Called Meeting.

1.01.02 An **Adjourned Meeting** is a continuation of the meeting immediately preceding, whether a regular or special meeting:

- a. If the scheduled business of the Commission is not completed due to time constraints or emergency, the meeting shall be adjourned to the following day or a specific day scheduled by the Commission to allow for the completion of pending business;
- b. In an adjourned meeting (regular or special), only business which would have been proper to consider at that meeting may be considered and acted upon at the adjourned meeting;
- c. Adjourned meetings resume business under the same rules, limitations and rights as the original meeting from which it was adjourned;
- d. The continuation of a public hearing will be allowed provided it is postponed to a certain date.

1.01.03 Executive session meetings shall be conducted in accordance with O.C.G.A. Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time.

SECTION 1.02 QUORUM

Any three (3) of the district Commissioners shall constitute a quorum for any meeting of the Cherokee County Commission.

1.02.01 If a quorum is not present thirty (30) minutes following the scheduled hour for convening, the chairman or the vice-chairman, or in their absence, the second vice-chairman (or his/her designee), may adjourn the meeting. By unanimous consent, those present may select another hour and day for the meeting.

- 1.02.02** If during the meeting there ceases to be a quorum, all business must stop, except that the Board, by majority, votes to be recorded in the minutes (naming those present at the time of the vote) may:
- a. Set another day at which to reconvene;
 - b. Adjourn and return at the next regular meeting; and
 - c. Recess to determine if a quorum will be present within a short period of time.

SECTION 1.03 CHAIRMAN

1.03.01 The chairman shall have the same rights and privileges of the other Commissioners and no other authority above and beyond any other commissioner, except as described below.

As a facilitator and guide to the Board, the chairman, in conjunction with the Board, should work to establish and implement the vision, mission, and values of the community.

The chairman's primary responsibility is to insure efficient and productive meetings of the Board with his/her duties to include:

- a. Presiding over meetings of the Commission;
- b. Calling the meeting to order at the scheduled hour;
- c. Determining that a quorum is present;
- d. Preserving decorum and order at all meetings;
- e. Making the Commissioners aware of the substance of each motion;
- f. Calling for the vote;
- g. Announcing the results of each vote; and
- h. Calling for a recess at such times as deemed advisable.

1.03.02 The chairman, upon approval of a simple majority vote, may appoint representatives from the Board to serve on various committees and as liaison to various departments.

The chairman, or his/her designee, may serve as a representative of the Board of Commissioners at various local, regional or state groups, boards or events.

The chairman may succeed himself/herself. The chairman can make motions, debate, and vote or abstain on motions.

1.03.03 The chairman shall exercise other duties as prescribed under Georgia law.

SECTION 1.04 VICE-CHAIRMAN

By tradition, the vice-chairman rotates among the district commissioners. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair.

The vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

SECTION 1.05 SECOND VICE-CHAIRMAN

By tradition, the second vice-chairman position rotates among the district commissioners, with the second vice-chairman becoming the vice-chairman in the subsequent year. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The second vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair and the vice-chair.

The second vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

SECTION 1.06 MINUTES

1.06.01 All actions of the Commission, except for actions described in the O.C.G.A., Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time, shall be accurately recorded by the clerk (or his/her designee) in the minutes which shall include:

- a. All main motions, exactly as worded when adopted (including amendments or stipulations);
- b. The name of the maker of all important motions.
- c. Disposition of all main motions, whether
 - 1) Adopted;

- 2) Defeated;
 - 3) Referred to committee or to staff for further information or recommendation; and
 - 4) Held until _____ (a definite time/date).
- d. How each commissioner voted.
 - e. Commissioner's comments (these are only printed in the minutes if, when requested by the commissioner, the majority votes to have the remarks included).

1.06.02 The responsibility for correcting and approving the minutes shall be vested only in the members of the Commission. The minutes shall be adopted at the next regular meeting of the Board. The minutes of each meeting shall indicate their subsequent approval/correction. The minutes may be corrected whenever an error is noticed regardless of the time which has elapsed. The Board may correct the minutes of a previous meeting prior to the adoption with a majority approval of the Board. The Board may otherwise correct errors in minutes that have been adopted with a majority approval of the Board.

1.06.03 The County Clerk or the Deputy County Clerk shall attest to the Minutes.

SECTION 1.07 AGENDA

- a. An agenda for the Regular Meetings/Public Hearings will be prepared by the County Manager with the advice of the Commissioners. Drafts of the agendas will be available to the Commissioners no later than noon of the Friday preceding the Regular Meeting. Any Commissioner may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 4:00 PM on the Friday preceding the Regular Meeting.
- b. An agenda for the Work Session will be prepared by the County Manager with the advice of the Commissioners. Drafts of the Work Session agenda will be available to the Commissioners no later than noon of the Friday preceding the Work Session. Any Commissioner may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 4:00 PM on the Friday preceding the Work Session.
- c. While it is usual for unfinished business (that referred or held from another meeting) to be considered prior to new business, the order of business listed in any published agenda may be changed when it seems advisable to a majority of the Commission.

d. After the cutoff time for either Regular Meetings or Work Sessions, no additional items shall be added to the agenda other than those deemed necessary for the operation or functioning of the County as recommended by the County Manager, County Attorney, or any two Commissioners. Any item added to the agenda after the cutoff time but prior to formal publication of the agenda will be included in the published agenda, but support and backup documentation will only be inserted into the Commissioners' agenda books if the County Clerk has adequate time to make such additions. If backup documentation is not included in the agenda books due to time constraints, the party(ies) seeking the late addition shall be required to utilize best efforts to distribute backup documentation to Board members. An item that is proposed to be placed on the agenda after the publication of the agenda, may be so placed only if in conformance with Section 1.07.02.

1.07.01 All items contained in the **consent agenda** may be voted on en gross. The County Manager shall determine suitable items for the consent agenda. Prior to voting on the consent agenda, any commissioner may remove an item from the consent agenda and place it on the regular agenda for discussion.

1.07.02 A **non-agenda item** shall be defined as that which is deemed by a Commissioner to require urgent attention but has not been placed on the published agenda. Such a non-agenda item may be added to any Regular Meeting/Public Hearing or Work Session meeting agenda subject to the following conditions:

a. Adequate information, including the specific topic, shall be given on any items requested to be added as non-agenda items.

b. A majority shall be required to add a non-agenda item.

1.07.03 A majority vote shall be required to postpone or remove any published agenda item, except as otherwise provided in Sections 1.07(a) and (b) of these rules.

1.07.04 Subject to the priority of Motions set forth in Section 3.01, at any time during a Regular Meeting/Public Hearing an agenda item may be postponed, tabled, or moved to a future Regular Meeting/Public Hearing or Work Session agenda by a majority vote.

SECTION 1.08 VOTING

1.08.01 Formal voting on Board matters will ordinarily occur only during a **Regular Meeting/Public Hearing** or during a **Special Called Meeting**. Any votes taken during a **Work Session** will ordinarily be for procedural purposes, such as authorizing placement of such item to the agenda of a Regular meeting/Public Hearing.

- 1.08.02** All votes shall be taken by voice vote or show of hands. An affirmative vote of a majority of the members of the Board in attendance shall be required to adopt a motion unless otherwise noted in this document.
- 1.08.03** A tie vote shall cause all **procedural motions** to be defeated. A tie vote on a **main motion** shall keep the motion as pending before the Board and the motion shall be rescheduled for another time.
- 1.08.04** No commissioner who is present at any meeting of the Commission at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling or act except when, with respect to any such commissioner, there is or appears to be a possible conflict of interest as described in the Cherokee County Ethics Ordinance. In such cases, the abstaining commissioner shall give his/her reason for abstaining.
- 1.08.05** Any vote taken on an intergovernmental agreement shall require two readings prior to a vote by the Board of Commissioners, and a super-majority vote for passage of the intergovernmental agreement.
- 1.08.06** A County-initiated rezoning of land shall be permissible. However, prior to placement of the legal advertisement for such a rezoning in the legal organ, a majority of the Board of Commissioners shall be required to authorize placement of such legal advertisement. A vote in favor of placement of the legal advertisement for a County-initiated rezoning shall not be deemed nor construed as a vote in favor of the rezoning itself. If a proposed County-initiated rezoning is related to an item that is otherwise a permissible topic for Board discussion during a closed meeting, the requisite authority to commence the legal advertisement may be provided in closed session without the requirement of a formal vote in open session.

SECTION 1.09 PUBLIC PARTICIPATION IN BOARD MEETING

The Cherokee County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

- 1.09.01** Persons wishing to address the Board shall do so during the **Public Comment Portion** of the agenda.
 - a. At each regular meeting of the Commission, a fifteen (15) minute period, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated

area on a sign-up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Comments must be limited to chosen topic and must pertain to County business. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.

- b. Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their District Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.
- c. Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.
- d. A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct.

1.09.02 Persons wishing to address the Board in duly advertised Public Hearings shall do so in the Public Hearing portion of the agenda.

- a. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.
- b. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of

the public are expected to adhere to the rules of decorum outlined in these Rules of Procedure and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.

- c. Time. Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5).
- d. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.
- e. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.
- f. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.
- g. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law.
- h. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

SECTION 1.10 APPOINTMENTS OF THE BOARD

1.10.01 Appointments by the Board of Commissioners are made by one of the following:

- a. Individual Commissioner appointment: such candidate is appointed by the District Commissioner and requires no vote; or
- b. Board of Commissioners appointment: such candidate must be elected by a majority of the Board.

1.10.02 Cherokee County's Boards and Committees List, outlining appointment type and term information is attached as Appendix "B".

2.0 DECORUM OF DEBATE

The following practices shall be followed in the discussions (debate) on motions and matters presented to the Board of Commissioners.

SECTION 2.01 ADHERENCE TO AGENDA

In discussion, the remarks made by the Commissioners shall be confined to the motion or matters immediately before the body.

SECTION 2.02 DISCUSSION OF THE ISSUE

In discussion, a commissioner may condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities, and under no circumstances may he/she attack or question the motives of another commissioner or staff. The issue, and not a person shall be the item under discussion.

SECTION 2.03 CALL TO ORDER, REMARKS

The chair shall immediately call as “out of order” any remarks made in regards to comments outside the issue being addressed; or another commissioner may call this breach of procedure to the attention of the chair and other Commissioners. In either case, the errant commissioner shall immediately cease the breach of decorum and continue with his/her remarks confined to the remarks confined to the issue.

SECTION 2.04 DISCUSSION THROUGH THE CHAIR

All discussion shall be made through the chair, and one commissioner may not interrogate another commissioner or person speaking from the public except through the chair (or with the permission of the chair).

SECTION 2.05 EQUAL OPPORTUNITY

After a commissioner has spoken or asked questions on a matter before the Commission, other commissioners shall be given the opportunity to speak. If no other commissioner wishes to speak to the issue, the commissioner may continue speaking to the issue.

SECTION 2.06 DISRUPTIONS

During discussion or voting, a commissioner shall not disturb the other Commissioners in any way that may be considered disruptive to the proceedings or hamper the transaction of business.

SECTION 2.07 CALL TO ORDER, ACTION

The chair may rule as “out of order” any action deemed inappropriate or dilatory and may interrupt a speaker for reasons deemed necessary by the chair. The chairman shall say, something to the effect of, “Commissioner, those remarks are out of order. Please cease this line of comments and restrict your comments to the inquiry and the merits of the agenda item.”

3.0 PROCEDURE IN MEETINGS

SECTION 3.00 MOTIONS

Prior to taking the vote, the chair, or at his/her request the clerk, should re-state the motion (or resolution) or its substance.

SECTION 3.01 RANKING MOTIONS

These motions shall take precedence in order in which they are listed below:

- a. Adjourn;
- b. Recess;
- c. Motions of privilege;
- d. Call the question;
- e. Limit discussion or debate by the Commission;
- f. Hold until a time certain;
- g. Refer back to staff/committee; or refer to staff/committee;
- h. Amend;
- i. Main motion.

3.01.01 A **main motion** shall be a motion whose introduction brings business before the Commission. Main motions require a second and will fail in the absence of a second.

- a. Possible **dispositions** of a main motion include:
 - 1) Adopt;
 - 2) Amend and adopt with amendments (or stipulations);
 - 3) Defeat;
 - 4) Refer to staff/committee;
 - 5) Hold until (a definite time).
- b. Incidental motions such as consider en gross, consider by paragraph, or divide the motion (each described in Section 3.03) may also be applied to main motions.

3.01.02 Concerning the **amending** of particular motions:

- a. If a commissioner feels that the main motion might be more acceptable in a way other than the way presented, the commissioner may amend through substitution, insertion of stipulations, striking out portions, or striking out and inserting portions. Such proposed amendments shall require a second, allow for discussion, and require a majority vote on the proposed amendment.
- b. If a proposed amendment fails to obtain a majority vote, the main motion considered shall be the one originally presented.
- c. An amendment must be germane (relating to the substance of the main motion) and may not introduce an independent question.
- d. Improper amendments shall be:
 - 1) one which is not germane;
 - 2) one which would make the adoption of the amended motion equivalent to a rejection of the motion;
 - 3) one which is frivolous or absurd.

3.01.03 If the Commissioners feel that adequate information has not been given, the Board may, by majority vote, **refer** the motion to staff (or an agency, committee, etc.) for more information. A date may be set for hearing the additional information or it may be open-ended. This motion shall require a second and shall be debatable only as to whether or not it shall be referred to whom it shall be referred, or when the person to whom it is referred shall report back. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to refer.

3.01.04 A motion to **hold to a time certain (postpone)** may be used if a majority of the Commission feels that the motion before them should be considered at a more convenient time or if the discussion shows that a final decision should be made at a later time or date. This motion shall be used if the Commissioners themselves feel that they may obtain information that is needed or that the facts as presented are not adequate for their final vote. A second shall be required and discussion shall be limited to the reason for holding the motion or the time to which it is to be held. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to hold.

The continuation of a public hearing will be allowed provided it is postponed to a certain date.

- 3.01.05 If a commissioner feels that a set period of time for discussion of a motion should be adopted as to time for the motion as a whole, or as to individual time given, the commissioner may move to “**limit discussion (or debate)** to minutes.” This motion shall require a second and no discussion on the motion shall be allowed. It shall require a super-majority vote to adopt.
- 3.01.06 A commissioner may “**call the question**” (a motion to end discussion) when it is clear that further discussion is unnecessary or that discussion is becoming repetitive. This motion shall require a second and no discussion on the motion shall be allowed. It shall require a super-majority vote to adopt.
- 3.01.07 If any matters occur such as to impede a commissioner in attending to the business, e.g., too much noise, the microphone not working, matters that affect the safety, orderliness, or comfort of the Commissioners, or affects the honor of an individual commissioner, such commissioner may state to the chairman that he/she has a **question of privilege** and the matter must be addressed before the pending business of the Commission continues. No vote is required unless a motion arises out of the privilege.
- 3.01.08 A **recess** may be taken as it appears on the agenda or declared by the chair when he/she deems it advisable or by a motion from a commissioner. If the motion is made by a Commissioner, a second and an affirmative majority vote shall be required to recess.
- 3.01.09 The highest-ranking motion shall be the motion to **adjourn**, requiring a second and majority vote with no discussion allowed, except that the motion shall contain a time to hear any non-completed items on the agenda, if such exist. If all business on the agenda has been completed, the chair may assume the motion and, without a second, obtain unanimous consent to adjourn.

SECTION 3.02 MOTIONS USED TO BRING BACK AN ISSUE

Except as otherwise provided by law, if a commissioner wishes to bring back to the Board a matter which has been adopted, he/she may do so through the motions to reconsider, rescind and amend something previously adopted. These shall have the same rank as a main motion.

- 3.02.01 If a commissioner wishes to amend an action taken at a previous meeting, the **Motion to Amend Something Previously Adopted** shall be followed and may be used by any commissioner regardless of how he/she originally voted. This motion shall be used when the Commission desires to change only a part of the text or to substitute a different version for a matter that was previously adopted. A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A super-majority vote shall be required if the item is not on the official agenda

A Motion to Amend cannot be used when something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be amended.)

3.02.02 If in the same meeting, new information or changed situations make it appear that a different result might reflect the will of the Board, any commissioner (regardless of how he/she originally voted on the matter) may move to **Reconsider the Vote**. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision but simply shall propose that the motion be reopened for discussion and another vote taken. A second shall be required to this motion and discussion shall be allowed as to the reasons for wishing to reconsider the vote. A majority vote shall be required to adopt the motion to reconsider.

3.02.03 If a Commissioner wishes to annul an action taken at a previous meeting, the motion to **Rescind** may be used by any commissioner regardless of how he/she originally voted on the matter. The motion to rescind shall require prior notice at a regularly scheduled meeting of the intent to rescind a motion at the next scheduled meeting. The motion to rescind shall not be in order if:

- a. the motion to reconsider has already been made and defeated at the same meeting;
- b. the matter is routine and only part of the action needs to be changed, in which case the motion to “amend something previously adopted” shall be used;
- c. something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be rescinded.).

A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A super-majority vote shall be required if the item is not on the official agenda

SECTION 3.03 INCIDENTAL MOTIONS

Incidental motions have no rank but shall be decided immediately before business may proceed and may be used throughout the meeting as follows:

3.03.01 **Point of Information** is a request, directed to or through the chair, for information relevant to the business at hand, but not related to parliamentary procedure.

3.03.02 A commissioner may call for a **Point of Order** if he/she believes that the chair has failed to notice a breach in the rules. The point of order shall require the chair to make a ruling on the question involved.

3.03.03 Whenever a commissioner believes that the chair is mistaken in his/her ruling, a commissioner may **Appeal the Chair's Decision**. An appeal shall require a second and shall be debatable with the chair speaking first to explain his/her ruling. The chair may also close out the debate with a statement defending the ruling. An appeal may be made only on a ruling and may not be made:

- a. in response to a parliamentary inquiry or point of information.
- b. in areas that challenge verifiable rulings of factual nature.

The chair shall state the motion as "Shall the chair's decision be sustained?" A tie vote shall sustain the chair because a majority of those voting shall be required to overturn the chair's ruling.

3.03.04 A **Parliamentary Inquiry** is a question directed to the chair to obtain information on a matter of parliamentary law or the rules of the Commission. The chair will answer such questions or may ask the county attorney or parliamentarian for an opinion. The chair's reply, whether or not he/she has requested advice from the county attorney or parliamentarian, is an opinion, not a ruling. If a commissioner does not agree with the chair's opinion, he/she may act in a way contrary to this opinion and if ruled out of order may then appeal the chair's ruling. The chair is not obligated to respond to hypothetical questions.

3.03.05 If the motion presented contains two (2) or more parts capable of standing as separate motions, a commissioner may move to **"Divide the Motion."** This motion shall require a second and discussion shall be allowed only on why it should or should not be divided. A majority vote shall be required to adopt the motion to "divide the motion."

3.03.06 If a main motion is in the form of a resolution or document containing several paragraphs or sections which are not separate motions but could be discussed more efficiently if discussed in sections, a motion to **Discuss by Paragraphs, Sections, or Numbered Agenda Items under a "tab"** may be made. A second shall be required and discussion shall be brief as to the necessity for the action. A majority vote shall be required to "consider by paragraphs, Sections, or numbered agenda items under a 'tab'."

3.03.07 Once a motion has been moved and seconded, the maker of the motion has the right to withdraw the motion, in which case, the second is deemed automatically withdrawn.

3.03.08

If a commissioner feels that time could be saved by acting on all of the agenda items under a "tab," he/she may move that it be "**Considered en Gross.**"

4.0 PARLIAMENTARIAN

The county attorney or his/her designee shall serve as parliamentarian and shall advise and assist the chair and the Commission in matters of parliamentary law. A professional parliamentarian may be consulted as deemed necessary.

5.0 PARLIAMENTARY AUTHORITY

The latest edition of **ROBERT'S RULES OF ORDER NEWLY REVISED** shall govern meetings of the Cherokee County Board of Commissioners in all areas in which it is applicable and in which it is not inconsistent with these rules adopted by the Commissioners or higher law.

6.0 AMENDMENTS

These rules may be amended by a super-majority vote of the entire Commission at a regular meeting or special meeting of the Cherokee County Board of Commissioners, provided notice has been given of the amendment(s) at the meeting prior to the vote on the amendment(s).

APPENDIX “A”

Parliamentary Definitions

The following parliamentary definitions apply to the **RULES OF PROCEDURE FOR THE CHEROKEE COUNTY BOARD OF COMMISSIONERS**.

Adjourn – to officially terminate a meeting

Adjourned meeting – a meeting that is a continuation at a later time of a regular or special meeting

Adopt – to approve or pass by whatever vote is required for the motion

Affirmative vote – a vote in favor of the motion as stated

Agenda – the official list of items of business planned for consideration during the meeting

Approval of minutes – formal acceptance of the record of a meeting, thus making this record the official minutes of the Commission

Board – the Cherokee County Board of Commissioners

Chair – the presiding commissioner

Clerk – the duly appointed County Clerk or Assistant Clerk

Commission – the Cherokee County Board of Commissioners

Commissioner – any person elected to that position

Common parliamentary law – the body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization; does not include statutory law or particular rules adopted by any organization or board

Convene – to open a meeting

Debate – formal discussion of a motion under the rules of parliamentary law and more often herein referred to as discussion

Defer or hold – to delay action by referring the motion to staff (or an agency, committee, etc) for more information, or by postponing a vote to a certain time

Demand – an assertion of a parliamentary right by a commissioner

Dilatory motions or tactics – misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting

Floor – when a person received formal recognition from the chair, he/she “has the floor” and is the only person entitled to speak

Germane amendment – an amendment relating directly to the motion to which it is applied

Germane discussion – discussion relating directly to the matter involved

Hearing – a meeting for the purpose of listening to the views of an individual or of a particular group on a particular subject

In order – permissible and right from a parliamentary standpoint

Majority vote – an affirmation vote of at least three (3) Commissioners, one of which may be the chair

Minutes – the legal record of the action of the Commission after the record has been approved by vote of the body

Motion – a proposal submitted to the Commission for its consideration and decision; it is introduced by the body

Objection – the formal expression of opposition to a proposed action

Order of business – the adopted order in which the business is presented to the meeting of the Commission

Out of order – not correct, from a parliamentary standpoint, at the particular time

Pending motion- sometimes referred to as pending question; a motion that has been proposed and stated by the chair for the Commission’s consideration and that is awaiting decision by vote

Precedence – the rank or priority governing the motion

Precedent – a course of action that may serve as guide or rule for future similar situations

Procedural motion – motion to assist the Commission in treating or disposing of a main motion; or motion relating to the pending business otherwise at hand

Proposal or proposition – a statement of a motion of any kind for consideration and action

OCGA – Official Code of Georgia Annotated

Quorum – the number of persons that must be present at a meeting of the Commission to enable it to act legally on business; any three (3) of the district commissioners, one of which may be the chair, shall constitute a quorum for any meeting of the Board of the Cherokee County Commission

Recognition - acknowledgement by the chair, giving a person sole right to speak

Reconsider – to review again a matter previously disposed of and to vote on it again; must be made on the same day of business

Regular Meeting/Public Hearing – the scheduled meetings of the Board of Commissioners held on the first and third Thursday of each month

Request – a statement to the chair asking a question or some “right”

Rescind – to nullify or cancel out a previous action; cannot be made if action has already been taken to implement the motion it wishes to rescind

Resolution – a formal motion, usually in writing, and introduced by the word “resolved” that is presented to the Commission for a decision

Ruling – the chair’s decision as it relates to the procedure of the Board

Second – a commissioner’s statement that he/she is willing to have the motion considered

Seriatim – consideration by sections or paragraphs

Special Called Meetings – a meeting called by the Chairman, a majority of the Board, the County Manager, or the County Attorney to conduct emergency business of the County

Statute – a law passed by the Georgia legislature

Super-Majority Vote – A vote of four (4) commissioners.

Technical inquiry – request for information relevant to the business at hand

Tie vote – vote in which the affirmative and negative votes are equal on a motion

Unanimous consent – deciding on a motion without voting on it but where no commissioner voices objection; with single objection a vote must be taken

Unfinished business – any business that is postponed definitely to a time certain

Work Session – the scheduled work sessions of the Board of Commissioners and staff - typically held in the afternoon before the normally scheduled regular meetings.

Cherokee County Boards & Committees Appendix "B"				
Board/Committee	Term	# of Members	Appointment	Purpose
Airport Authority	4 years	6	2-Board of Commissioners; 4-Grand Jury	Established for the purpose of overseeing the daily operations and functions of the airport and to ensure its expansion to enhance and promote growth in Cherokee County
Animal Control Advisory Board	4 Years	5	Individual; Concurrent w/appointment Commissioner	To conduct hearings and determine matters as required in section 10-96. The board is further authorized and shall have jurisdiction to conduct such hearings and determine matter provided for in section 10-96 of the Cherokee County Code.
Board of Ethics	7 Years	7	2-Chairman 5-Board of Commissioners	Established for the purpose of a "guardian" for the Board of Commissioners and other government officials within Cherokee County.
Board of Health	Varies	7	2-Board of Commissioners; 5-Serves While in Office	Established by the Georgia Legislature for the purpose of overseeing the operations and functions of the departments of Environmental Health and the Health Department.
Board of Tax Assessors	6 Years	5	Board of Commissioners	Governing body for the determination of property values through out the county and established the tax digest.
Board of Equalization	3 Years	12	Grand Jury	Established as the Appellate level of the Board of Tax Assessors.
Cemetery Preservation Committee	4 Years	5	Individual; Concurrent w/appointment Commissioner	Re-established December 7, 2010. Established for the purpose of providing for the preservation, protection, and maintenance of all such family and community cemeteries, graveyards, and burial grounds.
Cherokee County Development Authority		7	2-Board of Commissioiners; 5-Cities	

Department of Family and Children Services	5 Years	7	Board of Commissioners	Established for the purpose of ensuring that the best interest of the children within this State Agency are adhered to.	
Cherokee Parks & Recreation Advisory Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established by the Board of Commissioners to oversee all recreation issues through out Cherokee County.	
Development Authority of Cherokee County	4 Years	8	Board of Commissioners	Established by the Georgia Legislature for the purpose of developing business in Cherokee County. The Development Authority is called a "statutory authority" because they were established by constitutional amendment to the Georgia Constitution.	
Joint Development Authority of Cherokee & Cobb	6 Years	5	3-Board of Commissioners; 2-Other	Established for the purpose of a "conduit" for State tax breaks in both counties for business and industry.	
Construction Board of Appeals	4 Years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of ensuring that all building code procedures have been adhered to if an appeal is sought over and above the direction of the Building Inspection Department.	
Region 1 DBHDD	3 Years	4	Board of Commisones	Established by the State Legislature	
Fire Code Appeals Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of providing an individual who wishes another level of review to appeal the decision of the Fire Chief.	
Highland Rivers Community Service Board	2 Years	2	Board of Commissioners	Established for the purpose of overseeing the operation of the Highland Rivers Community Center.	
Impact Fee Appeals Board	4 Years	5	Individual; Concurrent w/appointment Commissioner	Established as the Appellate board governing Building Inspection's administration of the Impact Fee Ordinance.	

Lanier Joint Development Authority		3	Board of Commissioniers; Other Counties	Established for the purpose of encouraging cooperation among participating counties in the promotion of quality economic development.	
Lake Allatoona Preservation Authority	4 Years	9	Legislation	Established by the Georgia Legislature to ensure against abuse to the lake.	
Planning Commission	4 Years	9	5-Individual; Concurrent w/appointment Commissioner; 2-Cities; 2-At Large	Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners.	
Region 1 EMS Advisory Board	2 Years	2	Board of Commissioners	Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners.	
Resource Recovery Development Authority (RRDA)	4 Years	5	Board of Commissioners	Established for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities in the County by recovering and utilizing resources contained in sewage, sludge, solid waste, and water resources.	
Sequoyah Regional Library System	3 Years	11	6-Board of Commissioners; 5-Cities	Established for the purpose of overseeing the general operations and functions of the libraries through out the county.	
Wrecker Service Advisory Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of overseeing the operation of the wrecker service companies through out Cherokee County and is the administrator of the wrecker ordinance on behalf of the Board of Commissioners.	
Zoning Board of Appeals	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of hearing appeals concerning provisions of the zoning ordinances.	

SO ADOPTED this 19th day of November, 2013.

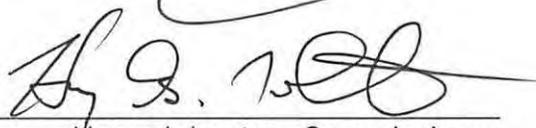
CHEROKEE COUNTY BOARD OF COMMISSIONERS



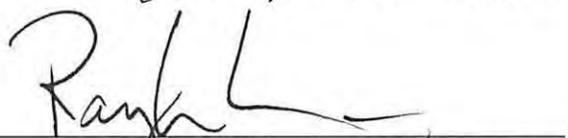
L. B. Ahrens, Chairman



Jason Nelms, Vice Chairman



Harry Johnston, Commissioner



Raymond Gunnin, Commissioner



Brian Poole, Commissioner





Cherokee County Board of Commissioners

2014 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in September. **Regular meetings are held at 6:00 p.m.** at the Cherokee County Administrative Complex located at 1130 Bluffs Parkway, Canton, GA 30114 in Cherokee Hall. Work Session begins at 3:00 p.m.

January	7th	21st
February	4th	18th
March	4th	18th
April	1st	15th
May	6th	20th
June	3rd	17th
July	1st	15th
August	5th	19th
September	9th	23rd
October	7th	21st
November	4th	18th
December	2nd	16th

Cherokee County Holidays

Jan 1 – New Year’s Day
Jan 20 – Martin Luther King Day
May 26 – Memorial Day
July 4 – Independence Day
September 1 – Labor Day

November 11 – Veterans Day
November 27 – 28 Thanksgiving
December 24, 25, 26 Christmas
Birthday - Floating